



A Navratna CPSE

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

APPLICATION FORM



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

Telephone No.:- 011- 24367314-17, Web: www.nbccindia.com

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NBCC (INDIA) LTD.

Formerly known as National Building Construction Corporation Ltd.

(A Govt. of India Enterprise)

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

THROUGH E-AUCTION

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**NBCC (INDIA) LTD.
(A Navratna CPSE)**

**OFFICE OF THE EXECUTIVE DIRECTOR
5TH Floor NBCC (INIDA) Limited, NBCC Bhawan, Lodhi Road,
New Delhi-110003.**

NOTICE INVITING OFFER (NIO)

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

THROUGH E-AUCTION

NBCC (INDIA) LTD (A Govt. of India Enterprise) announces lease of Office space at Gomti Nagar Railway Station, Lucknow through e-auction, as per following details:

1.	NIT No.	:	NBCC/ED/Rly/2020/81
2.	Name of work	:	Lease of Retail & commercial space at Gomti Nagar Railway Station premises, Gomti Nagar, Lucknow (UP) through e-auction
3.	List of available Retail & Commercial units/space with Reserve Price, EMD and Designated Covered Car Parking Slot (Annexure I)	:	As per Annexure - I
4.	Earnest Money Deposit	:	EMD to be deposited as per Annexure-1. Bidders are advised to make payment through RTGS/NEFT/e-Payment.
5.	Last Date of submission of Pre Bid EMD	:	Upto 13/04/2020, till 3:00 pm.
6.	Cost of offer document.	:	Free of cost
7.	Registration Fee.	:	Free of Cost
8.	Auction Processing Fee	:	Rs. 11800 /- including 18% applicable GST payment will use online payment gateway available on the portal of ITI. Auction Processing Fee is non-refundable.
9.	Period of availability of Offer documents on NBCC website.	:	From 09.03.2020 to 13.04.2020
10.	Period of mock e-auction for the purpose of awareness of the bidders	:	From 01.04.2020 to 13.04.2020
11.	Date of E-Auction	:	16.04.2020 (11:00hrs to 15:00 hrs or till extended period)
12.	Place of submission of document of successful bidders.	:	OFFICE OF THE EXECUTIVE DIRECTOR 5 TH Floor NBCC (INIDA) Limited, NBCC Bhawan, Lodhi Road, New Delhi-110003.

Complete offer document is available on website of NBCC, www.nbccindia.com.

Corrigendum, if any, shall only be available on website of NBCC.

NBCC (INDIA) LTD reserves the right to accept or reject the highest bid received or annul this process or withdraw of any commercial unit space from Lease at any time without assigning any reason whatsoever.

Incomplete form submitted by the applicant is liable to be rejected.

The intending bidder must read the terms and conditions of Lease of offer documents carefully and he/she should only submit his bid if he/she considers himself eligible.

The bidder shall be required to register itself with ITI (The agency engaged by NBCC (INDIA) LTD for holding e-auction) and Digital Signatures.

The bidder shall be liable to pay Auction Processing Fee (payable to ITI) for each unit. The Auction Processing Fee is non-refundable.

EXECUTIVE DIRECTOR

Annexure A

List of available Retail & Commercial units/space with Reserve Price, EMD and Designated Covered Car Parking Slot.

S. No.	Unit No.	Carpet Area sft	Super Built up Area sft.	Reserve Price (in Rs. Per sft.) for Super BUA	Pre Bid EMD (Rs. Lakhs)	Designated Covered Car Parking Slot
Ground Floor R1 (BLOCK R1)						
1	R1-02	325	655	8000	2.00	1
2	R1-03	721	1455	8000	2.00	2
3	R1-10	639	1288	8000	2.00	2
4	R1-11	519	1047	8000	2.00	2
5	R1-14	733	1479	8000	2.00	2
Sub Total		2937	5924			9
First Floor R1 (BLOCK R1)						
6	R1-101	233	468	7000	2.00	1
7	R1-102	218	439	7000	2.00	1
8	R1-103	465	935	7000	2.00	1
9	R1-104	265	533	7000	2.00	1
10	R1-105	572	1150	7000	2.00	2
11	R1-106	970	1952	7000	2.00	3
12	R1-107	569	1145	7000	2.00	2
13	R1-108	443	892	7000	2.00	1
14	R1-109	364	733	7000	2.00	1
15	R1-110	649	1305	7000	2.00	2
16	R1-111	970	1952	7000	2.00	3
17	R1-112	572	1150	7000	2.00	2
18	R1-113	274	551	7000	2.00	1
19	R1-114	475	954	7000	2.00	2
20	R1-115	255	512	7000	2.00	1
21	R1-116	188	377	7000	2.00	1
Sub Total		7482	15048			25
Second Floor R1 (BLOCK R1)						
22	R1-201	170	318	6500	2.00	1
23	R1-202	168	313	6500	2.00	1
24	R1-203	176	330	6500	2.00	1
25	R1-204	770	1438	6500	2.00	2
26	R1-205	948	1770	6500	2.00	3
27	R1-206	1296	2420	6500	2.00	4
28	R1-207	734	1370	6500	2.00	2
29	R1-208	439	819	6500	2.00	1
30	R1-209	433	809	6500	2.00	1

S. No.	Unit No.	Carpet Area sft	Super Built up Area sft.	Reserve Price (in Rs. Per sft.) for Super BUA	Pre Bid EMD (Rs. Lakhs)	Designated Covered Car Parking Slot
31	R1-210	1030	1923	6500	2.00	3
32	R1-211	176	330	6500	2.00	1
Sub Total		6340	11840			20
Third Floor R1 (BLOCK R1)						
33	R1-301	4878	8628	5000	10.00	14
34	R1-302	14171	25062	5000	10.00	40
35	R1-303	7167	12675	5000	10.00	20
Sub Total		26216	46365			74
Total		42975	79177			128

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

Ground Floor @ Rs 8,000/- per sft.
First Floor @ Rs. 7,000/- per sft.
Second Floor @ Rs. 6,500/- per sft.
Third Floor @ Rs. 5,000/- 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 (approx.) of Super Built-up Area of the Unit allotted @ Rs. 2,00,000/- 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 bidders/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.

Annexure II

APPLICATION FORM

This form is to be submitted by the successful bidder along with offer document and along with other 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 Lease price (Rs./per sft.)	Actual Bid price per sft on super built up area	EMD
1	Block : Floor : Unit :		Rs. /-*		Rs

* 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 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 60 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 lease 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 Lease should be initialed by the Applicant/ authorized signatory thereof.
- b) All pages of the Application Form and the Acceptance of Terms & Conditions of Lease 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.

Annexure III

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 LEASE

1. The offer document containing terms & condition for transfer of commercial built up space on Sublease/Lease hold basis **atGomti 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 fromshall, 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:

INSTRUCTIONS TO APPLICANTS (ITA)

NBCC (INDIA) Limited, a Govt. of India Enterprise under Ministry of Housing and Urban Affairs (MoHUA), Government of India announces on behalf of Rail Land Development Authority (RLDA)-Ministry of Railways lease of commercial Super built-up area on 60 years lease hold basis at Gomti Nagar Railway Station premises, Gomti Nagar, Lucknow (UP) 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 RLDA and the purchaser has only rights of the purchased specific BUA.

Corrigendum, if any, shall only be available on website of NBCC & ITI Ltd i.e. www.tenderwizard.com/NBCC by the means of updating of this Catalogue. Prospective bidders are requested to download a fresh copy of this catalogue 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 / lease 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 all the documents of lease including terms and conditions of lease 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 ITI Ltd by paying the registration fees and submitting KYC documents as mentioned in instructions on website.

Note 1: Pre Bid EMD:

1. Earnest Money Deposit (EMD), as per Notice Inviting Tender, is required to be deposited for participation in bid, through RTGS/NEFT/e-Payment. EMD and Auction Processing Fee (APF) are to be paid online using available e-Payment gateway on the portal. EMD in any other forms shall not be accepted.
2. Details of the payment along with name, address, PAN No and details of the Account no along with IFSC code, Bank Name, Branch Name & address of Applicant is to be mailed at sales.nauroji@nbccindia.com. Only successful bidders have to send the documents as per Note 11.
3. The EMD of the bidders other than highest bidders will be refunded within 15 (Fifteen) days of the date of the e-auction.
4. No interest will be payable by NBCC on the EMD amount.
5. EMD of highest bidder (to be termed as Allottee after issuance of Allotment-cum-demand letter by NBCC, shall be treated as part payment towards Lease

of built-up space and shall be adjustable in the consideration value as per details mentioned in the "payment schedule"

Note 2: Registration:

1. Link for Registration manual is available on ITI Ltd. Website i.e. www.tenderwizard.com/NBCC. Click 'Register Me' link available on the homepage of this website to get registered and avail User ID & Password.

Contact Details of ITI Ltd Helpdesk for Registration/Auction Support are: 09560095958, 08800591739 and 08800900127.

Contact Details of NBCC are: 08527633176, 077520087550, 8527798929.

Note 3: Auction details:

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

Ground Floor @ Rs 8,000/- per sft.
First Floor @ Rs. 7,000/- per sft.
Second Floor @ Rs. 6,500/- per sft.
Third Floor @ Rs. 5,000/- 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 8000, 8100, 8200 etc., If the bidder chooses to bid 8000, the next bidder can bid Rs 8100 or higher in the multiple of Rs. 100/- per sft.

Note 4: Eligibility:

1. The Applicant should be legally competent to enter into a contract in India as per Indian Contract Act, 1872 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 authorized to market the commercial super built-up area on behalf of RLDA/RAILWAYS, authorized vide Memorandum of Understanding(**MOU**) dated 30th June, 2017 and subsequently revised dated 13 Nov 2019 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	Installment 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)
3.	On completion of 90% of excavation work of the Tower.	10% of the Basic lease 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 lease 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 lease 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 lease 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 lease 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 lease 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 lease 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 lease 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 lease consideration value of space allotted plus applicable taxes with advance Maintenance charges for two years with applicable taxes.
12.	On installation, and initial testing of equipment and offer to carryout fitment.	5% of the Basic lease consideration value of space allotted plus applicable taxes
13.	Within 60 days from offer of possession.	5% of the Basic lease consideration value of space allotted along with IFMS and other allied charges, advances etc. With applicable taxes

- Basic Lease 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 installment may vary and accordingly the respective installment 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/ bidder).
- 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 lease 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 installment or as the case may be.

Account details for depositing post auction payments (Pre-Bid EMD shall not be deposited directly 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 lease price per sft. of the Super Built-Up Area. The bidders are required to quote the lease 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. "The applicant can bid for any unit he wants to bid. For interested units, EMD and Auction Processing Fee (APF) are to be paid online using available e-Payment gateway on the portal. For other units available to be bid, update EMD and APF details using mode of payment as 'Others' and mention transaction details same as paid online against interested units".
3. 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.
4. 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.
5. 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.
6. NBCC reserves the right to amend/modify/add the terms & conditions of lease 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 lease 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 7 days before the auction so as to have an updated catalogue.

7. 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. If there is any increase in the carpet area and super built up area, which is not more than 3% (three percent) of the carpet area and super built up area, respectively, of the Unit, NBCC may demand that from the Lessee as per the next milestone of the Payment Plan as provided in **Schedule C** agreement to lease. All these monetary adjustments shall be made at the same rate per square meter/square foot as agreed in Clause 1.3 of this Agreement to lease. 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.
8. 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.
9. 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.
10. The areas given and the drawings provided are subjective and may decrease/increase as per local / statutory authorities.

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 15 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. All or any disputes arising out of or touching upon in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties, shall be settled amicably by mutual discussion, failing which the same shall be settled, as the case may be, through the Authority or Adjudicating officer appointed under the Real Estate (Regulation and Development) Act, 2016 (16 of 2016).
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) Instruction to Applicants/Bidders
- 2) Application form
- 3) Acceptance Letter
- 4) Authorization & Undertaking
- 5) Terms & Conditions
- 6) Agreement of Lease

TERMS & CONDITIONS OF LEASE

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 60 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 and revised MoU dated 13.11.2019 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 arrange to lease out the built-up commercial spaces. The Drawings of the Commercial properties have been approved by Local authorities. The area details provided in the offer document are as per drawings and may change slightly during implementation. NBCC has registered the project with UPRERA vide registration No UPRERAPRJ908603 on behalf of RLDA.

1.3 DEFAULT RATE

In case the Lessee fails to make payments for 2 (two) consecutive demands made as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Lessee shall be liable to pay interest on the unpaid amount at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% (one percent) unless provided otherwise under the Rules.

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 The Applicant also acknowledges that it shall not be entitled to raise any objection and/ or claim any reduction in agreed consideration / lease price of the Unit to be sold, on account of any inconvenience or any other ground whatsoever.
- 2.1.4 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 RLDA/NBCC.

3.0 PARKING SLOTS / ECS

Allotment of parking slots / ECS shall be done on completion of the building. Parking slots shall be allotted on 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.
- 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/face or façade of the building or anywhere on the exterior of the project, buildings therein or common areas, 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, openspaces 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 will not make any structural additions/alterations in the commercial space purchased by it or in any other part of the complex without prior written permission from NBCC/RLDA as well as the competent authorities.

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

7.1.3 The Alloteeshall 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 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 NBCC or any agency appointed by RLDA, shall be responsible for maintaining the units in the Project and the common areas. Simultaneous to the execution of the Lease Agreement, the Lessee shall enter into a maintenance agreement ("Maintenance Agreement") with NBCC or any other agency appointed by RLDA ("Maintenance Agency") for the maintenance of the Unit and the common area and pay the maintenance charges to the Maintenance Agency in terms of Maintenance Agreement.
- 8.2 Subject to Clause 8.1 above, the Occupant Welfare Association (OWA) if formed shall have the right only to use the Common Areas in the Project as RLDA, in terms of its internal regulations, policies and guidelines cannot transfer the ownership of the land, Unit & Common areas to any other Person.
- 8.3 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% or as prescribed in Maintenance Agreement of super Built up Area in the commercial complex.
- 8.4 Maintenance charges for two years shall have to be paid in advance alongwith 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% or as prescribed (in Maintenance Agreement) in maintenance charges on last applicable charges.
- 8.5 Till the handing over of 20% of the super Built Up Area of complex to the respective Alloteess, only essential common services shall be made functional in the complex i.e. excluding power backup and Air conditioning etc.
- 8.6 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.

8.7 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.

8.8 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.

8.9 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.

- 8.10 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.
- 8.11 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).
- 8.12 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.
- 8.13 In the event of any Applicant 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.
- 8.14 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 Maintenance agency.

9.0 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.

10.0 AGREEMENT TO LEASE

- 10.1 RLDA through its nominated office/officer will sign the 'Agreement to Lease' in favour of the Allottee after payment of 10% of consideration value to NBCC and on completion of all other formalities.
- 10.2 The Allottee shall bear all costs, charges and fees towards the applicable stamp duty, registration charges as well as applicable taxes, cess, surcharges thereto.
- 10.3 The 'Agreement to Lease' will be executed in Delhi and will be subject to exclusive jurisdiction of the Courts at Lucknow.
- 10.4 All costs, charges, taxes, cess surcharges and expenses incidental to and in relation to the lease 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.

11.0 LEASE/SUB LEASE DEED

- 11.1 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.
- 11.2 The Allottee shall bear all costs, charges etc and fees towards the applicable stamp duty, registration charges as well as applicable taxes, surcharges thereto.
- 11.3 The Lease/Sub Lease Deed shall be executed and shall remain subject to the exclusive jurisdiction of the Courts in Lucknow.

12.0 PROPERTY TAX AND OTHER TAXES

- 12.1 The Lessee shall be responsible for making payment of property tax and all other applicable taxes with respect to the Unit directly to the concerned statutory authority from the date of handing over of possession of the Unit to the Lessee, on behalf of RLDA. The Lessee shall also be responsible for the proportionate share of any taxes leviable on the Common Areas of the Project. Any amount towards any applicable tax/ cess/ surcharge applicable on such payment shall be payable additionally by the Lessee at such rates, terms and conditions which may be applicable under law.

13.0 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.

14.0 MISREPRESENTATION/FRAUD/BREACH OF TERMS AND CONDITIONS

If it is discovered at any point of time that the Allottee has purchased the Unit by suppression of any material fact, misrepresentation or fraud, NBCC/RLDA 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 shall be forfeited. NBCC/RLDA shall also be entitled to take over possession of the Unit from the Allottee.

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

15.0 HANDING OVER:

- 15.1 The physical possession of the Unit will be handed over to the Allottee 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 15.3) and subject to payment of balance consideration amount along with all other dues, interest, charges, taxes etc.,
- 15.2 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 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.
- 15.3 The physical completion period of the project is upto **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 (like due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature or

any other act of god affecting the regular development of the real estate project) then the NBCC shall be entitled to a proportionate extension of time.

- 15.4 NBCC shall 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).

16.0 HOLDING CHARGES

The possession of the Unit allotted shall have to be taken over by the Allottee by the due date intimated in the "offer of possession", failing which "Holding Charges" @Rs. 2.00 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.

17.0 TERMINATION/WITHDRAWAL CANCELLATION OF BOOKING / ALLOTMENT

The proposed project is based on a self-financing model of re-development. As such, sudden cancellation of booking / allotment may threaten the project in its entirety. Therefore, no withdrawal/ termination / cancellation of allotment shall be permitted by allottee except as specifically provided in agreement to lease.

Notwithstanding anything to the contrary mentioned anywhere in these terms and conditions, upon Withdrawal/ Termination / cancellation of booking due to Non-payment of 10% by allottee within 72 hrs of closing of e-auction, the entire EMD deposited by the Allottee shall be forfeited.

It is further clarified that no claims for any damages shall be tenable in the event of cancellation of the allotment and NBCC/RLDA shall proceed with subsequent lease of cancelled Unit at its sole discretion.

18.0 TRANSFER OF PROPERTY RIGHTS

- 18.1 The transfer of the Unit in the project to the Allottee shall be on Lease-hold basis with the condition that any future increase in FAR and development rights these of shall vest with RLDA to be used strictly in the manner permitted under applicable laws.
- 18.2 Till the execution of Lease Deed, on specific request of the Allottee, NBCC/RLDA, at its sole discretion, may transfer the allotment of the Unit in favour such third party, as requested by the Allottee.
- 18.3 Such transfer, if allowed, shall be subject to the payment of 2% of the lease value / consideration (as sold to the Allottee) of the Unit as transfer charges.

Upon payment of the transfer charges, NBCC/RLDA 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.

- 18.4 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/RLDA.
- 18.5 The Allottee shall indemnify NBCC/RLDA 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.
- 18.6 The Allottee agrees and acknowledges that it shall have no claim against NBCC/RLDA, 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.

19.0 STRUCTURAL SOUNDNESS

- 19.1 The quality control of the project has/ is being implemented by NBCC as per approved quality norms and approved plans.
- 19.2 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.

20.0 ELECTRICITY CONNECTION & FIXTURES

- 20.1 The Allottee 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.
- 20.2 The Allottee 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.
- 20.2 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/Maintenance agency (in the capacity of entity maintaining the complex) and shall be charged as part of the maintenance charges.

21 FINANCIAL TERMS

- 21.2 The cost on account of security deposit paid/payable to concern authority towards connections shall be borne by the Allottees on pro-rata basis and is payable in addition to price quoted in the terms & conditions.
- 21.3 NBCC/RLDA shall charge 5% towards handling charges on proportionate basis from each Allottee on the payments made to concerned authority on behalf of Allottee over and above the principle amount payable to these authorities. The buyers shall have to make such payments to NBCC/RLDA 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 of Super built up area.
- 21.4 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. House tax will be payable by each Allottee to the concern authority.

22 CLARIFICATIONS

- 22.1 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.

23.0 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.

24.0 MISCELLANEOUS CONDITIONS

- 24.1 The Allottee 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.
- 24.2 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 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.

- 24.3 The Allottee 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.
- 24.4 In the event of any additional service being provided or any expansion being made for providing additional services, the Allottee shall be charged the actual or proportionate cost of such service and/or expansion (as may be applicable).
- 24.5 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 Lucknow.

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./Smt. _____ (Name of lead partner) to act as lead partner to sign the bid offer document, to make payments and conclude the lease 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 Lease/Sub Lease of property to any other party.

We further ratify & confirm and agree that we shall take the prior written permission/consent of RLDA 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 of2019

1) (1st partner)

.....

2) (2nd partner)

.....

3) (3rd partner)

.....

AGREEMENT TO LEASE

This agreement to lease ("**Agreement**") executed on this [*Insert date*] day of [*Insert month*], 2019

BY AND BETWEEN

Rail Land Development Authority, acting through its authorized signatory [●] (hereinafter referred to as "**RLDA**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successor-in-interest, and permitted assigns);

OR

Rail Land Development Authority, acting through its attorney, [●], a company registered under the provisions of the Companies Act, 2013, having its registered office at _____, (PAN _____), further represented by its authorized signatory, _____, (Aadhar no. _____) duly authorized *vide* board resolution dated _____ (hereinafter referred to as "**RLDA**" which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successor-in-interest, and permitted assigns);

AND

NBCC (India) Limited, formerly National Buildings Construction Corporation Ltd., a Government of India enterprises, incorporated under the Companies Act, 1956 and having its registered office at NBCC Bhawan, Lodhi Road, New Delhi-110003 acting through its Chairman-cum-Managing Director having wide and varied business experience and expertise, inter-alia, in the field of construction and real estate development (hereinafter referred to as "**NBCC**", which expression shall, unless repugnant to the context meaning thereof, be deemed to mean and include its successors and assigns).

AND

[If the Lessee is a company]

_____, (CIN no. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, (Aadhar no. _____) duly authorized *vide* board resolution dated _____, hereinafter referred to as the "**Lessee**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successor-in-interest, and permitted assigns).

[OR]

[If the Lessee is a partnership firm]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar No. _____) authorized *vide* _____, hereinafter referred to as the "**Lessee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the Lessee is an individual]

Mr./Ms./Mrs. _____, (Aadhar no. _____) son / daughter/wife of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the "**Lessee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

[If the Lessee is a trust]

_____, a trust registered under the Indian Trusts Act, 1882, having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, (Aadhar no. _____) duly authorized *vide* board resolution dated _____, hereinafter referred to as the "**Lessee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean successor-in-interest, and permitted assigns).

[OR]

[If the Lessee is a society]

_____, a society registered under the Societies Registration Act, 1860, having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, (Aadhar no. _____) duly authorized *vide* board resolution dated _____, herein after referred to as the "**Lessee**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean successor-in-interest, and permitted assigns).

[Please insert details of other Lessee, in case of more than one Lessee]

DEFINITIONS:

For the purpose of this Agreement, unless and context otherwise requires:

- (a) 'Act' means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016).
- (b) 'Authority' means the **[Insert the name of the authority]**.
- (c) 'Rules' means the **[Insert the name of the state specific rules]**.
- (d) 'Regulations' means regulations made by the Authority under the Act.
- (e) 'Section' means a section of the Act.

INTERPRETATION:

- (a) The definitions in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms.
- (b) All references herein to Clauses, Schedules, Exhibits and Annexures shall be deemed to be references to Clauses of, and Schedules, Exhibits and Annexure to, this Agreement unless the context shall otherwise require.
- (c) The Parties have participated jointly in the negotiation and drafting of this Agreement; accordingly, in the event an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favouring or disfavouring any Party by virtue of the authorship of any provisions of this Agreement.

- (d) It is hereby expressly clarified that any obligation, covenant, warranty, representation or undertaking in this Agreement that is expressed to be made, undertaken or given by the Lessee shall be deemed mutatis mutandis to be jointly and severally made, undertaken and given by all the Lessees in case of joint lessees, and the Lessees shall be jointly and severally responsible in respect of the same.
- (e) "consent" of any Party shall always mean prior written consent.
- (f) Reference to 'it' shall include reference to he, she, they, them, their, those, his, hers, as the context may require.
- (g) Any term not defined but used herein shall, unless context otherwise requires, have the same meaning as given in the Act.

WHEREAS:

- A. RLDA has been constituted for the purpose of development of lands owned by the Ministry of Railways and the Railway Board has, vide **[Insert Reference]**, entrusted railway land admeasuring **[●]** acres(**[●]**square meters) situated at **[●]** ("**Said Land**") to RLDA for commercial development;
- B. The Said Land is a part of a larger land admeasuring **[●]** acres (**[●]** square meters) situated at **[●]**which is earmarked for the purpose of development of built-up area of **[●]** square meters;
- C. The Said Land is earmarked for the purpose of development of a commercial/ residentialcomplex known as **[Insert: Name of Project]** comprising of **[●]** ("**Project**");
- D. RLDA has entered into a memorandum of understanding with NBCC on June 30, 2017 which sets out the broad terms for development and maintenance of Project by NBCC.
- E. **[Insert: Name of RLDA's SPC]** has been authorised by RLDA to enter into agreements for grant of lease rights in the units comprising the Project, on its behalf and do all such acts, deeds and things **as may be required in connection** therewith including without limitation execution of necessary agreements in this regard, to give representations and warranties, accept consideration for the Unit (*defined below*) on behalf of RLDA, vide a general power of attorney dated **[Insert]** executed by RLDA in favour of**[Insert]**]registered as document number **[●]** on page number **[●]** in book number **[●]** volume number **[●]** ("**GPA**").
- F. The **[Insert name of Competent Authority]** has **granted** the commencement certificate to **develop** the Project vide approval dated **[●]** bearing registration no. **[●]**;
- G. NBCC has obtained the approval for the layout plans, sanctioned plans, specifications and all necessary approvals for the Project and also for the Unit, from **[Insert name of Competent Authority]**.
- H. NBCC shall not make any changes to the approved plans except in strict compliance with Section 14 of the Act and other laws as applicable;
- I. The Project has been registered under the provisions of the Act with the Authority at **[●]** on **[●]** under registration no. **[●]**;
- J. The Lessee had applied for a unit/commercial space in the Project vide application number **[●]** dated **[●]** and has been allotted, unit number **[●]** having carpet area of **[●]** and super built uparea of **[●]** square meters (**[●]** square feet), type **[●]**, on **[●]** floor in [tower/block/building] number **[●]** ("**Building**") on lease basis for a period of **[●]** years ("**Term**") along with garage/ open/ covered equivalent car parking number **[●]** admeasuring **[●]** square meters (**[●]** square feet) in the **[insert the location of the garage/covered parking]**, as permissible under the applicable laws and the right to use the common areas ("**Common Areas**") as defined under Clause (d) of Rule 2 (1) of the

Rules and deed of declaration submitted to the concerned authority (hereinafter referred to as the “Unit” more particularly described in **Schedule A** and the floor plan of the Unit is annexed hereto and marked as **Schedule B**);

- K. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- L. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- M. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in the Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing herein;
- N. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, RLDA hereby agrees to give the Unit on [●]year lease to the Lessee and the Lessee hereby agrees to take the Unit on lease basis along with the open/covered ECS as specified in **Recital J** for the Term.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, RLDA agrees to give on lease basis to the Lessee and the Lessee hereby agrees to take the Unit on lease basis, as described in **Recital J**.
- 1.2 The Parties confirm that they have read and understood the provisions of Section 14 of the Act relating to sanctioned plans and project specifications.
- 1.3 The total lease premium payable by the Lessee for the Unit for the entire Term based on the carpet area and super built up area is Rs. [●] (Rupees [●] only ("**Total Lease Premium**").

Block no. _____

Rate of Unit: Rs. _____ (per square meter) (Rs. _____ per square foot)

Unit no. _____

Type _____

Floor _____

Carpet area _____

super built up area _____

Car Parking Charges @ _____ etc.

Total Lease Premium (in rupees)

[Insert: break-up of amounts - To be mentioned] _____

Explanation:

- (i) The Total Lease Premium above includes the booking amount paid by the Lessee for the Unit;
- (ii) NBCC shall periodically intimate in writing to the Lessee, the amount payable as stated in (i) above and the Lessee shall make payment within the time and in the manner specified therein. In addition, NBCC shall provide to the Lessee, the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such Taxes/levies etc. have been imposed or become effective;
- (iii) The Total Lease Premium of the Unit includes construction of not only the Unit but also the Common Areas, internal development charges, external development charges, cost of providing electric wiring, electrical connectivity to the Unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire-fighting equipment in the Common Areas and includes cost for providing all other facilities, amenities and specifications to be provided within the Unit and the Project.
- (iv) The Total Lease Premium above excludes the statutory charges and taxes, which may be levied, in connection with the construction of the Project, by whatever name called and the Lessee agrees to pay any such taxes and statutory charges levied on the Unit.

Further, in case any of new taxes and/ or statutory charges are imposed subsequently and/ or any existing taxes and/ or statutory charges are changed/ modified, the Lessee shall be liable for payment of the new as well as increased taxes and/ or statutory charges. For avoidance of any doubt, it is hereby clarified that if any statutory charges (including development fee), taxes and/or any other charges are levied, or if any existing statutory charges, taxes and/or other charges are enhanced by the Competent Authority with retrospective effect after the date of notice inviting offer dated [●], the same shall be borne by the Lessee. Further, in case, assessment of statutory charges (including development fee), taxes and/or any other charges is not made separately for the Lessee and a consolidated demand is made by the Competent Authority on the Project, then the Lessee shall pay its proportionate share on the basis of area of the Unit to the area of the Project. NBCC, while raising a demand on the Lessee for increase in the development fee, taxes, cost/charges imposed by the Competent Authority/ any other statutory authority/ Government, NBCC shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Lessee, which shall only be applicable on subsequent payments.

RLDA will have full rights regarding development of any areas arising out of future enhancement of FARs.

- 1.4 The Total Lease Premium is escalation-free.
- 1.5 The Lessee shall make the payment as per the payment plan set out in **Schedule C** ("**Payment Plan**").

- 1.6 NBCC shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule D** and **Schedule E** (which shall be in conformity with the advertisement, prospectus etc. on the basis of which lease is effected) in respect of the Unit or Building without the previous written consent of the Lessee as per the provisions of the Act.

Provided that NBCC, after intimating RLDA at least 15 (fifteen) days in advance, may make such minor additions or alterations as may be required by the Lessee, or such minor changes or alterations as may be required under the provisions of the Act and in terms of this Agreement, at the cost of the Lessee and without any delay in the scheduled completion of the Project.

- 1.7 NBCC shall confirm to the final carpet area and super built up area, respectively, that has been allotted on lease basis to the Lessee after the construction of the Building is complete and the completion certificate/ occupancy certificate is granted by the Competent Authority, by furnishing details of the changes, if any, in the carpet area and super built up area, respectively. The Total Lease Premium payable for the carpet area and super built up area, respectively shall be recalculated upon confirmation by NBCC. If there is reduction in the carpet area and super built up area then NBCC shall refund the excess money paid by Lessee within 45 (forty-five) days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Lessee. If there is any increase in the carpet area and super built up area, which is not more than 3% (three percent) of the carpet area and super built up area, respectively, of the Unit, NBCC may demand that from the Lessee as per the next milestone of the Payment Plan as provided in **Schedule C**. All these monetary adjustments shall be made at the same rate per square meter/square foot as agreed in Clause 1.3 of this Agreement.
- 1.8 Subject to Clause 15.3, RLDA and NBCC agree and acknowledge that the Lessee shall continue to hold the lease rights with respect to the Unit including the rights as mentioned below:
- 1.8.1 The Lessee shall have a right to quiet, peaceful and exclusive use, enjoyment and possession of the Unit;
- 1.8.2 The Lessee shall have the right to use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them.
- 1.8.3 The Lessee shall have the right to visit the Project site to assess the extent of development of the Project and its Unit, as the case may be.
- 1.9 It is made clear by RLDA and NBCC and the Lessee agrees that the Unit along with allotted covered/ open ECS shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the Said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Lessee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the lessees of the Project.
- 1.10 NBCC shall pay all outgoings before transferring the physical and peaceful possession of the Unit by RLDA to the Lessee, which it has collected from the Lessee, for the payment of outgoings (including ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other

liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If NBCC does not pay all or any of the outgoings collected by it from the Lessee or any liability, mortgage loan and interest thereon before transferring the lease rights over the Unit to the Lessee, NBCC shall be liable, even after the transfer of lease rights with respect to the Unit, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

- 1.11 The Lessee has paid a sum of Rs. [●] (Rupees [●] only) as the booking amount being part payment towards the Total Lease Premium of the Unit at the time of submission of its application, the receipt of which NBCC hereby acknowledges and the Lessee hereby agrees to pay the remaining price of the Unit as prescribed in the Payment Plan as may be demanded, within the time and in the manner specified therein:

Without prejudice to the other rights that RLDA and NBCC may have under this Agreement and/ or under the applicable laws, if the Lessee delays in payment towards any amount which is payable by it in terms of this Agreement, it shall be liable to pay interest at the rate prescribed in the Rules.

2. MODE OF PAYMENT:

- 2.1 Subject to the terms of this Agreement, NBCC shall abide by the construction milestones and the Lessee shall make all payments, on demand, within the stipulated time as mentioned in the Payment Plan through demand draft or online payment (as applicable) in the account having the following details:

[Insert: Details of Escrow account]

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Lessee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ("FEMA"), Reserve Bank of India Act, 1934 and the rules and regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc., and provide RLDA and NBCC with such permission, approvals which would enable RLDA and NBCC to fulfil their obligations under this Agreement. Any refund, transfer of security, if provided in terms of this Agreement shall be made in accordance with the provisions of FEMA or the statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Lessee understands and agrees that in the event of any failure on its part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/ it may be liable for any action under FEMA or other applicable laws, as amended from time to time.

RLDA and NBCC accept no responsibility in regard to matters specified in Clause 3.1 above. The Lessee shall keep RLDA and NBCC fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Lessee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Lessee to intimate the same in writing to RLDA and NBCC immediately and comply with necessary formalities if any under the applicable laws. RLDA and NBCC shall not be responsible towards any third-party making payment/remittances on behalf of any Lessee and such third party shall not have any right in the application/allotment of lease rights over the

Unit applied for herein in any way and RLDA and NBCC shall be issuing the payment receipts in favour of the Lessee only.

4. SUB-LEASE BY THE LESSEE

5. The Lessee shall not have the right to sub-lease/ license, or otherwise give possession, pursuant to any other valid legal instrument, of the Unit or any portion thereof to any third party, without prior written consent of RLDA. Accordingly, Lessee shall get the Sub-Lease Deed pre-approved from RLDA before sub-leasing the Unit or any portion thereof.

6. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

- 6.1 The Lessee authorizes RLDA and NBCC to adjust/appropriate all payments made by him/her/it under any head(s) of dues against lawful outstanding of the Lessee for the rights over the Unit, if any, in its name and the Lessee undertakes not to object/demand/direct RLDA and NBCC to adjust its payments in any manner.

7. TIME IS ESSENCE:

- 7.1 Time is of essence for NBCC and RLDA as well as the Lessee. NBCC shall abide by the time schedule for completing the Project and together with RLDA, handing over the Unit to the Lessee. Similarly, the Lessee shall make timely payments of the instalments of Total Lease Premium and all other dues, taxes payable by the Lessee in terms of the Payment Plan and meeting its other obligations under this Agreement, subject to the simultaneous completion of construction by NBCC.

8. CONSTRUCTION OF THE PROJECT/ UNIT:

9. The Lessee has seen the proposed layout plan, specifications, amenities and facilities of the Unit and accepted the floor plan, Payment Plan and the specifications, amenities and facilities (annexed along with this Agreement) which have been approved by the Competent Authority, as represented by NBCC. NBCC shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, NBCC shall strictly abide by such plans approved by the Competent Authority and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed under the applicable laws and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by NBCC shall constitute a material breach of this Agreement.

10. OCCUPANT WELFARE ASSOCIATION:

The Lessee along with the lessees of the other units in the Project shall be entitled to constitute anoccupant welfare association (“**OWA**”) in accordance with the provisions of the applicable laws and NBCC shall enable formation of such OWA.

11. POSSESSION OF THE UNIT:

- 11.1 *Schedule for possession of the said Unit:* NBCC shall make timely delivery of the possession of the Unit. NBCC understands that time is the essence of this Agreement. NBCC, based on the approved plans and specifications, assures to hand over possession of the Unit to the Lessee on [●], unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature or any other act of god affecting the regular development of the real estate project (“**Force Majeure**”). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Lessee agrees that NBCC shall be entitled to the extension of time for delivery of possession of the Unit provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented.

The Lessee agrees and confirms that, in the event it becomes impossible for RLDA and NBCC to implement the Project due to Force Majeure conditions, then the allotment of Unit on lease basis for the Term as contemplated herein shall stand terminated and the entire amount received from the Lessee towards the Total Lease Premium shall be refunded within 120 (one hundred and twenty) days without interest from the date of intimation to Lessee. After refund of the money paid by the Lessee, the Lessee agrees that it shall not have any right and/ or claim, whatsoever it may be, against NBCC and RLDA and that NBCC and RLDA shall be released and discharged from their respective obligations and liabilities under this Agreement. In case the Project is developed in phases, it shall be the duty of NBCC to maintain those Common Areas and facilities which are not complete. NBCC shall not charge more than the standard maintenance charges from the Lessee.

- 11.2 *Procedure for taking possession* –NBCC, upon obtaining the completion certificate/ occupancy certificate from the Competent Authority shall offer in writing the possession of the Unit to the Lessee in terms of this Agreement to be taken within 2 (two) months from the date of issue of completion certificate/ occupancy certificate.

Provided that, in the absence of any provision in the applicable laws in this regard, the Lease Deed in favour of the Lessee shall be executed by RLDA within 3 (three) months from the date of issue of completion certificate/ occupancy certificate (as applicable). NBCC agrees and undertakes to indemnify the Lessee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of NBCC/ RLDA.

11.3 *Failure of the Lessee to take possession of the Unit* - Upon receiving the offer of possession letter from RLDA and NBCC, the Lessee shall take possession of the Unit by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and RLDA and NBCC shall give possession of the Unit to the Lessee. In case the Lessee fails to take possession within the time specified in Clause 11.2 above, such Lessee shall be liable to pay to NBCC/RLDA, holding charges at the rate of Rs. 2.00 (Rupees two only) per month per square feet of respective carpet area and super built up area of the Unit ("**Holding Charges**") for the period beyond 3 (three) months till actual date of handover of possession in addition to maintenance charges specified in Clause 18 below.

During the aforesaid period of delay in taking possession of the Unit by the Lessee, the Unit shall remain locked and shall continue to be in possession of RLDA at the sole risk, liability, responsibility and cost of the Lessee in relation to any deterioration in its physical condition during such period of delay.

- 11.3 *Possession by the Lessee* – After obtaining the completion certificate/ occupancy certificate (as applicable) and handing over physical possession of the Unit by RLDA and NBCC to the Lessee, NBCC shall hand over the necessary documents and plans, including Common Areas, to RLDA within thirty days after obtaining the completion certificate/ occupancy certificate (as applicable).
- 11.4 *Cancellation by Lessee* – The Lessee shall not have the right to cancel/ withdraw this allotment of lease rights over the unit except on occurrence of an event of default by NBCC of its obligations hereunder in terms of Clause 15.2 below.
- 11.5 *Cancellation by RLDA*– RLDA shall be entitled to forthwith cancel the allotment of lease rights over the Unit in favour of the Lessee in case RLDA, during the subsistence of this Agreement, decides that the Said Land is required by RLDA for its own use. Upon cancellation of allotment as aforesaid, all the amounts deposited

by the Lessee in terms of the Payment Plan including the booking amount shall be returned to the Lessee without any interest or compensation whatsoever within 180 (one hundred and eighty) days after such cancellation.

12. REPRESENTATIONS AND WARRANTIES OF RLDA and NBCC:

12.1 RLDA hereby represents and warrants to the Lessee as follows:

12.1.1 That Ministry of Railways has the absolute, clear and marketable title with respect to the Said Land;

12.1.2 There are no encumbrances upon the Said Land; and

12.1.3 There are no litigations pending before any Court of law or Authority with respect to the Said Land [**To be confirmed for each site independently**].

12.2 NBCC hereby represents and warrants to the Lessee as follows:

12.2.1 NBCC has the requisite rights to carry out development upon the Said Land;

12.2.2 There are no litigations pending before any Court of law or Authority with respect to the Project or the Unit;

12.2.3 There are no encumbrances upon the Project;

12.2.4 NBCC has lawful right and requisite approvals from the Competent Authorities to carry out development of the Project;

12.2.5 All approvals, licenses and permits issued by the Competent Authorities with respect to the Project, Said Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, NBCC has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Said Land, Building and Unit and Common Areas.

12.3 At the time of execution of the Lease Deed, RLDA and NBCC shall handover lawful, vacant, peaceful, physical possession of the Unit to the Lessee on lease basis.

12.4 NBCC has duly paid and shall continue to pay and discharge all government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the Competent Authorities till the completion certificate/ occupancy certificate (as applicable) are issued and possession of Unit has been handed over to the Lessee.

13. REPRESENTATIONS AND WARRANTIES OF THE LESSEE:

The Lessee represents and warrants as follows:

13.1 The Lessee has all necessary corporate, statutory and legal power and entitlement to execute and deliver this Agreement and perform all of its obligations hereunder. In case the Lessee is an individual (executing individually or jointly with other individual(s) or representing any firm, entity or as a karta of an HUF), he/she represents that this Agreement has been executed by him/her with sound mind and under no duress, undue influence or coercion.

13.2 In case the Lessee is a body corporate, it is duly incorporated, validly existing and in good standing under the applicable laws. Neither the execution nor delivery of this Agreement nor the compliance with the terms of the Agreement will violate the constitution documents of the Lessee.

- 13.3 The execution and performance of this Agreement does not constitute any breach of any applicable laws, contract, agreement, arrangement or understanding to which the Lessee may be subject to in any capacity nor will it violate any of the terms or provisions of any judgment, decree or order or any statute, rule or regulation applicable to the Lessee.
- 13.4 The Lessee has executed this Agreement after due consideration and understanding of the terms hereof and has taken necessary legal advice in relation thereto.
- 13.5 The Lessee has undertaken all necessary due diligence on the Said Land, the Project and the Unit, with respect to the rights of RLDA and NBCC and is fully satisfied with regard to the rights and interest of RLDA and NBCC, the Project and the Unit and NBCC's right and authority to develop and construct the Project. The Lessee has understood all limitations and obligations of NBCC and/ or RLDA in respect thereof. The Lessee assures RLDA and NBCC that the investigations by the Lessee are complete and the Lessee is fully satisfied that RLDA and NBCC are competent to enter into this Agreement and that there shall not be any further objections, observations, complaints or queries with respect to the aspects covered in this Clause 13.5.
- 13.6 The Lessee acknowledges that RLDA and NBCC have provided all information and clarifications as required by the Lessee and that the Lessee has not unduly relied upon and is not influenced by any architect plans, sales plans, sale brochures, advertisement, representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by RLDA and/ or NBCC, its agents/brokers or otherwise including but not limited to any representations relating to description or physical condition of the Project and/or the Unit (including the size and dimensions and any other physical characteristics thereof), the services to be provided by RLDA and/ or NBCC, the estimated facilities/ amenities to be made available to the Lessee or any other data except as specifically represented in this Agreement and that the Lessee has relied solely on its own judgment and investigation(s) in deciding to enter into this Agreement to acquire the lease rights over the Unit. The layout and specifications of the Project and the Unit have been detailed hereunder in **Schedule D** and **Schedule E** respectively.

14. LESSEE'S UNDERTAKINGS AND COVENANTS:

- 14.1 The Lessee shall deposit refundable interest free security deposit of INR [●] (Indian Rupees [●] only) per square feet carpet area and super built up area, respectively, of the Unit with the relevant maintenance agency at the time of taking over possession of the Unit. The Lessee agrees to deposit the refundable interest free security and always keep deposited the same with such maintenance agency.
- 14.2 After completion of the Project, the structure of the Building may be insured against fire, earthquake, riots and civil commotion, militant action etc. by the maintenance agency on behalf of the Lessee. The cost of insuring the Building structure shall be recovered from the lessees on pro-rata basis as a part of maintenance charges and the Lessee hereby agrees to pay the same. The Lessee shall not do or permit to be done any act or thing which may render void or voidable insurance of any unit or any part of the said Building or cause increased premium to be payable in respect thereof for which the Lessee shall be solely responsible and liable. However, the assets, equipment, furniture and fixtures inside the Unit will be separately insured by the said Lessee at its own cost.
- 14.3 The Lessee agrees that as and when any plant and machinery within the Project, including but not limited to air-conditioning plants, lifts, escalators, DG sets, electric

sub-stations, pumps, fire-fighting equipment, any other plant/equipment of capital nature etc. require replacement, upgradation, addition etc., the cost thereof shall be met from the sinking fund/repair fund maintained by the Maintenance Agency, to which the contributions will be made by each lessee, over and above the monthly maintenance charges. If the said fund is found to be insufficient to meet the cost of the required replacement/ up gradation/addition etc., then the shortfall shall be contributed by all the lessees in the Project on pro-rata basis. The Maintenance Agency shall have the sole authority to decide the necessity of such replacement, up gradation, additions etc. including its timings or cost thereof and the Lessee agrees to abide by the same.

- 14.4 Subject to the provisions of this Agreement, RLDA reserves the right to license any part of the top roof/ terraces above the top floor of the Project for installation and operation of antenna, satellite dishes, communication towers, other communication equipment or to use / hire/ lease / license the same for advertisement purposes and the Lessee agrees that it shall not object to the same and make any claims on this account. It is made abundantly clear that top roof/ terraces above the top floor of the Project is not included in the Common Areas and the Lessee shall have no rights, title or interest whatsoever in or to the same and the same shall be used solely by RLDA in the manner as it may deem fit.

15. EVENTS OF DEFAULTS AND CONSEQUENCES:

- 15.1 Subject to the force majeure clause, NBCC shall be considered under a condition of default, in the following events:

15.1.1 NBCC fails to provide ready to move in possession of the Unit to the Lessee within the time period specified in Clause 11.1 above or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority and in respect of which an occupation certificate and completion certificate, as the case may be, has been issued by the Competent Authority;

15.1.2 Revocation of registration under the provisions of the Act or the Rules or Regulations made thereunder.

- 15.2 In case of default by NBCC under the conditions listed above, a non-defaulting Lessee is entitled to the following:

15.2.1 Stop making further payments as demanded in terms of this Agreement. If the Lessee stops making payments, NBCC shall correct the situation by completing the construction milestones and only thereafter the Lessee be required to make the next payment without any interest; or

15.2.2 The Lessee shall have the option of terminating the Agreement in which case NBCC shall be liable to refund the Total Lease Premium paid by the Lessee under any head whatsoever towards acquiring the Unit on lease basis within 180 (one hundred and eighty) days of receiving the termination notice.

- 15.3 The Lessee shall be considered under a condition of default, on the occurrence of the following events:

15.3.1 In case the Lessee fails to make payments for 2 (two) consecutive demands made as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Lessee shall be liable to pay interest on the unpaid amount at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% (one percent) unless provided otherwise under the Rules. NBCC and RLDA must not be in default to take this benefit;

15.3.2 In case of default by Lessee under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from NBCC in this regard, RLDA may cancel the allotment of the Unit in favour of the Lessee and refund the money paid to it by the Lessee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. NBCC and RLDA must not be in default to take this benefit;

Provided that RLDA shall intimate the Lessee about such termination at least 30 (thirty) days prior to such termination.

15.3.3 In the event the Lessee is adjudged bankrupt or insolvent, or if a trustee or receiver or interim resolution professional/ resolution professional is appointed for the Lessee or for the whole or material part of its assets that has a material bearing on this Agreement and the transactions contemplated hereunder, RLDA shall have a right to forthwith terminate this Agreement and forfeit the booking amount paid by the Lessee; and/or

15.3.4 In the event a resolution for winding up of the Lessee is passed, or any petition for insolvency resolution process/ liquidation/winding up of the Lessee is admitted by a court/tribunal of competent jurisdiction or the Lessee is ordered to be wound up/liquidated by Court/tribunal, RLDA shall have a right to forthwith terminate this Agreement and forfeit the booking amount paid by the Lessee.

16. LEASE DEED:

16.1 RLDA, only on receipt of Total Lease Premium with respect to the Unit from the Lessee, along with any other payments due on account of interest etc., in terms of this Agreement and/or applicable law, shall enter into a lease deed with the Lessee for the Term ("**Lease Deed**") and grant lease rights in and to the Unit together with the right to use the Common Areas for the Term within 3 (three) months from the date of issuance of the completion certificate and the occupancy certificate, as the case may be, to the Lessee, on the terms and for the consideration set out in the Lease Deed.

16.2 The registration fee, stamp duty and any other statutory costs, as applicable, payable in connection with the registration of the Lease Deed shall be borne solely by the Lessee. However, in the event the Lessee fails to deposit the registration fee, stamp duty and other statutory costs for the registration of the Lease Deed, as applicable, within the specified period, the Lessee authorizes RLDA to withhold registration of the Lease deed till such payment is made by the Lessee.

16.3 The Lessee agrees that upon determination of the Lease Deed on expiry of the Term or earlier termination of the Lease Deed in accordance with the terms therein contained, the Unit shall revert to RLDA automatically, without any further action by RLDA.

17. PROPERTY TAX AND OTHER TAXES:

17.1 The Lessee shall be responsible for making payment of property tax and all other applicable taxes with respect to the Unit directly to the concerned statutory authority from the date of handing over of possession of the Unit to the Lessee, on behalf of RLDA. The Lessee shall also be responsible for the proportionate share of any taxes leviable on the Common Areas of the Project. Any amount towards any applicable tax/ cess/ surcharge applicable on such payment shall be payable additionally by the Lessee at such rates, terms and conditions which may be applicable under law.

18. MAINTENANCE AND USE OF COMMON AREAS:

- 18.1 NBCC or any agency appointed by RLDA, shall be responsible for maintaining the units in the Project and the common areas. Simultaneous to the execution of the Lease Agreement, the Lessee shall enter into a maintenance agreement ("**Maintenance Agreement**") with NBCC or any other agency appointed by RLDA ("**Maintenance Agency**") for the maintenance of the Unit and the common area and pay the maintenance charges to the Maintenance Agency in terms of Maintenance Agreement.
- 18.2 Subject to Clause 18.1 above, the OWA shall have the right only to use the Common Areas in the Project as RLDA, in terms of its internal regulations, policies and guidelines cannot transfer the ownership of the land and Unit to any other Person.

19. DEFECT LIABILITY:

- 19.1 It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of NBCC as per the agreement relating to such development is brought to the notice of NBCC within a period of 5 (five) years by the Lessee from the date of handing over possession, or the date of obligation of NBCC to give possession to the Lessee, whichever is earlier, it shall be the duty of NBCC to rectify such defects without further charge, within 30 (thirty) days, and in the event of NBCC's failure to rectify such defects within the said period of 30 (thirty) days, the Lessee shall be entitled to receive appropriate compensation as provided under the Act. The Lessee understands and acknowledges that its rights under this Clause shall lie only against NBCC. The Lessee further agrees that it shall, in no event, hold RLDA liable for structural or any other defect in workmanship, quality or provision of services or any other obligations of NBCC under this Agreement and that it shall have no right of action against RLDA under this Agreement.

It is however, clarified that in the event of modification/ alteration/ interior works that may have been carried out or caused to be carried out inside the Unit by the Lessee, the Lessee shall be solely responsible for ensuring the safety and structural soundness of the Unit.

20. RIGHT TO ENTER THE UNIT FOR REPAIRS:

- 20.1 NBCC or NBCC's authorized agency shall have rights of unrestricted access to all Common Areas, open /covered parking and parking spaces for providing necessary maintenance services and the Lessee agrees to permit the Maintenance Agency to enter into the Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

21. USAGE:

- 21.1 Use of basement and service areas: The basement(s) and service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and services rooms, fire-fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Lessee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Maintenance Agency.

22. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT:

- 22.1 Subject to Clause 19 above, the Lessee shall, after taking possession, be solely responsible for maintaining the Unit at its own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Unit and keep the Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not any way damaged or jeopardized.
- 22.2 The Lessee further undertakes, assures and guarantees that it would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the face/ facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Lessee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Lessee shall not store any hazardous or combustible goods in the Unit or place any heavy material in the common passages or staircase of the Building. The Lessee shall also not remove any wall, including the outer and load bearing wall of the Unit.
- 22.3 The Lessee shall plan and distribute its electrical load in conformity with the electrical systems installed by NBCC. The Lessee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 22.4 The Lessee shall not make any structural additions/alterations in the Unit or in any other part of the Project without the prior written consent of NBCC/RLDA and the Competent Authority.
- 22.5 The Lessee shall be solely responsible and liable for all deviations, violations of any of the conditions or rules or bye laws of local, State or Central Government and Competent Authority and shall be responsible for structural, fire and other safety measures at all times after handing over of the Unit to the Lessee by RLDA. The Lessee shall also be solely responsible for any damage to the Building, the Unit or fixtures, in either the Common Areas or spaces acquired by other lessees, caused either by itself or by any third party using the Unit or the Common Areas on behalf of the Lessee.
- 22.6 The Lessee agrees that it shall use and permit usage of the Unit only for the purpose which is permissible under applicable laws and shall not use the Unit for any purpose which may or is likely to be a cause of nuisance or annoyance to occupants of other units in the Project or for any illegal or immoral purpose ("**Permitted Use**"). In the event of violation of the aforesaid, the Lessee shall be solely responsible and liable for all damages/liabilities that arise including penalties from local authorities/Central or State Government, if any. Additionally, the Lessee shall obtain all requisite licenses, permits, permissions, approvals, sanctions, registrations from the authorities concerned from time to time, as required for the running and operation of its business and the Permitted Use. Any fit-outs, installations within the Unit shall be subject to the approved plans, maps and shall be at the sole cost and expense of the Lessee. RLDA and NBCC shall not be liable in any manner whatsoever with respect to the same either to the Lessee or any third party. Any such fit-outs, installations shall be carried out and completed without any damage, destruction or physical or financial impact to any of the other units in the Project, to the Project or any third person.

23. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

- 23.1 The Parties are entering into this Agreement for the allotment of lease rights over a Unit with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

24. ADDITIONAL CONSTRUCTIONS:

- 24.1 NBCC shall not make additions or put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specification, amenities and facilities has been approved by the Competent Authority(ies) and disclosed, except for as provided in the Act and this Agreement and if necessary for the implementation of the Project.

25. NBCC and RLDA SHALL NOT MORTGAGE OR CREATE A CHARGE:

After NBCC or RLDA execute this Agreement, neither of them shall create mortgage or a charge on the Unit and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Lessee who has taken or agreed to take such Unit on lease.

26. INDEMNITY:

- 26.1 The Lessee or any of its employee, agent, director, partner, shareholder, relative or any person claiming through or under them (collectively the “**Indemnifying Parties**” and individually each an “**Indemnifying Party**”) hereby agrees to jointly and severally indemnify, defend and hold harmless RLDA and NBCC, their respective directors, officers, representatives, employees and agents and persons claiming title, rights and interest under it (collectively the “**Indemnified Parties**” and individually each an “**Indemnified Party**”) from and against any and all damages, losses, penalties, fines, fees, liabilities, obligations, claims, penalty, costs, charges, taxes, interest or expenses (including without limitation, reasonable attorney’s fees and expenses and cost of enforcing this Clause 26) (collectively “**Losses**”) to the extent not indemnified as per the provisions of the Act, arising out of or suffered, incurred or paid, directly or indirectly by the Indemnified Party or Parties, as a result of:

26.1.1 Breach by Indemnifying Parties of any obligation, covenant, representation, warranty or undertaking under this Agreement, the application form, or any document, agreement or instrument executed pursuant hereto or which may apply to the Parties;

26.1.2 Breach of any applicable laws by Indemnifying Parties;

26.1.3 Any act of fraud, misconduct, misrepresentation or misfeasance on the part of the Indemnifying Parties;

26.1.4 Third party claim, statutory or legal or judicial action in relation to the Unit due to any actions or inactions of the Lessee; and/or

26.1.5 Wrongful possession of the Unit by the Lessee or any other person deriving rights from him/it.

27. APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE):

- 27.1 NBCC shall ensure that the Project in its entirety is in accordance with the provisions of the Apartment Ownership Act (of the relevant state) and that NBCC is in compliance with various laws/regulations in the relevant state.

28. BINDING EFFECT:

- 28.1 Forwarding this Agreement to the Lessee by RLDA and/ or NBCC does not create a binding obligation on the part of RLDA, NBCC or the Lessee until, firstly, the Lessee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Lessee and secondly, appears for registration of the same before the concerned Sub-Registrar [*Insert address of the Sub-Registrar*] as and when intimated to the Lessee. If the Lessee fails to execute and deliver this Agreement within 30 (thirty) days from the date of its receipt by the Lessee and/or appear before the Sub-Registrar for its registration as and when intimated, then NBCC shall serve a notice to the Lessee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Lessee, application of the Lessee shall be treated as cancelled and all sums deposited by the Lessee in connection therewith including the booking amount shall be forfeited by RLDA.

29. ENTIRE AGREEMENT:

- 29.1 This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Unit.

30. RIGHT TO AMEND:

- 30.1 This Agreement may only be amended through written consent of the Parties.

31. PROVISIONS OF THIS AGREEMENT APPLICABLE ON LESSEE/ SUBSEQUENT LESSEES:

- 31.1 It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Unit shall equally be applicable to and enforceable against any subsequent lessees of the Unit, in case of a transfer of allotment of lease rights over the Unit, as the said obligations go along with the Unit for all intents and purposes.

32. SEVERABILITY:

- 32.1 If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulation made there under or the applicable laws, as the case maybe, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

33. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

- 33.1 Wherever in this Agreement it is stipulated that the Lessee has to make any payment, in common with other lessees in Project, the same shall be proportion which the carpet area and super built up area, respectively, of the Unit bears to the total carpet area and super built up area of all the units in the Project.

34. FURTHER ASSURANCES:

- 34.1 Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to

effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

35. PLACE OF EXECUTION:

- 35.1 The execution of this Agreement shall be complete only upon execution by RLDA through its authorized signatory at RLDA's office, or at some other place, which may be mutually agreed between RLDA, NBCC and the Lessee, in [•]. After the Agreement is duly executed by the Lessee, RLDA and NBCC or simultaneously with the execution of the said Agreement, it shall be registered at the office of the Sub-Registrar at [*Insert address of the Sub-Registrar*]. Hence, this Agreement shall be deemed to be executed at [•].

36. NOTICES:

- 36.1 That all the notices to be served on the Lessee and RLDA as contemplated by the Agreement shall be deemed to have been duly served if sent to the Lessee or RLDA by registered post at their respective addresses specified below:

If to Lessee:

Kind Attn: [•]

Address of the Lessee: [•]

If to RLDA:

Kind Attn: [•]

Address of RLDA: [•]

If to NBCC

Kind Attn: [•]

Address: [•]

- 36.2 It shall be the duty of the Lessee, RLDA and NBCC to inform each other of any change in address subsequent to the execution of this Agreement by registered post failing which all communications and letters posted at the above address shall be deemed to be received by RLDA and the Lessee, as the case may be.

37. JOINT LESSEES:

- 37.1 That in case there are joint lessees all communication shall be sent by NBCC/ RLDA to the Lessee whose name appears first and at the given address by him/her shall for all intents and purposes to consider as properly served on all the lessees.

38. SAVINGS:

- 38.1 Any application letter, allotment letter, agreement or any other document signed by the Lessee, in respect of the Unit, prior to the execution and registration of this Agreement, shall not be construed to limit the rights and interest of the Lessee under this Agreement or under any Act or the Rules or the Regulations made there under.

39. GOVERNING LAW:

- 39.1 That the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act or the Rules or the Regulations made there under include other applicable laws of India for the time being in force.

40. DISPUTE RESOLUTION:

- 40.1 All or any disputes arising out of or touching upon in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties, shall be settled amicably by mutual discussion, failing which the same shall be settled, as the case may be, through the Authority or Adjudicating officer appointed under the Act.
- 40.2 Subject to Clause 1 above, the Courts at [●], India shall have exclusive jurisdiction in the matters arising out of or concerning this Agreement.
- 40.3 The terms and conditions of the application form shall form part and parcel of this Agreement and shall apply mutatis-mutandis to the Lessee, irrespective of whether any such provision thereof has been reproduced herein or not.

41. SURVIVAL

- 41.1 Provisions of Clause 19 (*Defect Liability*), Clause 26 (*Indemnification*), Clause 36 (*Notices*), Clause 40 (*Dispute Resolution*), Clause 39 (*Governing law*), Clause 41 (*Survival*) shall survive the termination of this Agreement.

42. COUNTERPARTS:

- 42.1 This Agreement is being executed in original of which original copy has been retained by RLDA and a copy shall be with the NBCC and one with the Lessee.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement at [●]in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Lessee(s): (Including joint lessees)

1 Signature _____

Name_____

Address _____

Please affix
photograph
and sign
across the
photograph

Please affix
photograph
and sign
across the
photograph

2 Signature _____

Name_____

Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

RLDA: Rail Land Development Authority

Signature (Authorized Signatory)

Name_____

Address _____

Please affix
photograph
and sign
across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

NBCC:NBCC (India) Limited

Please affix
photograph
and sign
across the
photograph

Signature (Authorized Signatory)

Name_____

Address _____

WITNESSES:

1 Signature _____

Name_____

Address _____

2 Signature _____

Name _____

Address _____

SCHEDULE "A"

**DESCRIPTION OF THE UNIT AND THE GARAGE/ COVERED PARKING (IF APPLICABLE)
ALONG WITH THE BOUNDARIES IN ALL FOUR DIRECTIONS**

[*To be inserted*]

SCHEDULE “B”
FLOOR PLAN OF THE UNIT
[*To be inserted*]

SCHEDULE “C”
PAYMENT PLAN

Sl. No	Installment 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 lease 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 lease 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 lease 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 lease 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 lease 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 lease 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 lease 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 lease 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 lease consideration value of space allotted plus applicable taxes with advance Maintenance charges for two years with applicable taxes
12.	On installation, and initial testing of equipment and offer to carryout fitment.	5% of the Basic lease consideration value of space allotted plus applicable taxes
13	Within 60 days from offer of possession.	5% of the Basic lease consideration value of space allotted along with IFMS and other allied charges, advances etc. With applicable taxes

SCHEDULE "D"

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE UNIT)

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

- Bare shell
- Masonry/Block work for partition wall. All walls (inside of outer walls) including internal walls will be finished with plaster
- Combination of masonry wall /block work, Glazing insulated double glass, GRC jali, textured finished paint as per architectural elevation for all external finishing.
- Earthquake resistant RCC structure
- Bare floor and bare ceiling. To be finished by unit owner on his own as per unit owner's requirements.
- Corridor facing glass partition to be provided by unit owner with location of door as per floor layout plan. Sub-divisibility of shops shall be only be allowed by unit owner 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.
- Tap off point for Chilled water pipe from central HVAC system upto unit partition
- 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.
- Inside fire fighting/ fire alarm to be done by the allottees in conformance with the approved drawings and norms.
- 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.

Common Facilities for the unit in the Tower

- 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.
- 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.

Amenities-

- Basement Parking, Visitor Parking
- Lift lobbies, staircases, Escalators, External Staircases, Connecting Corridors, Entrance Atrium, Floor common toilets corridor, external corridor, floor service areas
- Project common area - Mumty, AHU, Electrical room, driver rest room, staircase lift, ramp in basement, terraces, lift machine room.

SCHEDULE “E”

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)

- Utilities like pump room, HSD Tank, DG room for Electricity Backup, LT panel, AC Plant room and garbage room.
- 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, Sewage Treatment Plant, Water Tanks.
- Fire Fighting, Fire Alarm, Fire Suppression, Fire hydrants and tanks
- All common areas including basement, external pathways, landscaping, horticulture works, etc., will be provided with broom finish vacuum dewatered reinforced concrete flooring.

-