

ANNEXURE III
ENVELOP-I

Government of India
Ministry of Urban Development and Poverty Alleviation
Land and Development Office
Nirman Bhawan, New Delhi

Extract

L-II-1(1104)2001/480

Dated:13.08.2001

Chairman cum Managing Director,
NBCC, Lodhi Road,
New Delhi.

Subject: Allotment of land to NBCC for development of Community Centre cum Commercial Complex at Pushp Vihar, New Delhi.

Sir,

I am directed to convey the sanction of the President of India to the allotment of land measuring 24280.568 sq.mtrs. in Sector-V, Pushp Vihar (as shown in L&DO's Plan No.3471) to the NBCC for setting up Community Centre Complex at Pushp Vihar in New Delhi on usual terms and conditions.

2. The allotment will be subject to the terms and conditions to be given in the Memorandum of Agreement and Perpetual Lease, which shall also, inter-alia, include the following:-
 - (i) The allottee will pay the land cost at _____ notified commercial land rate of Rs. _____/- per sq.mtrs. i.e. Rs. _____/- per sq.mtrs. plus 2.5% thereof as annual ground rent. This rate was valid up to 31.3.2000. The NBCC will have to pay the enhanced land cost as and when revised subsequently. The NBCC will pay 25% of the cost of land initially and the balance amount in three equal instalments after allowing 18th months time from construction i.e. they shall pay three annual instalments after 18th months, 30 months and 42 months respectively. Interest will be charged for the deferred payment at the rate of 12% per annum from the date of this allotment letter.
 - (ii) The allottee shall pay ground rent half yearly in advance, i.e. on 15th January and 15th July each year whether the same is demanded or not and in the event of failure to make the interest thereon at the rates stipulated by the Govt. from time to time for the period the payment of ground rent is delayed from due date.
 - (iii) The allottee shall use the land only for the purpose for which it has been allotted and not for any other purpose.

- (iv) The allottee will construct their buildings only after getting their plan approved from the Local bodies/L&DO, DUAC/MCD. In the proposed building plan, they will prove at least 2 levels underground parking.
- (v) The plot will initially be on license under and agreement and upon successful fulfilment of the terms of the contract lease will be given. The lease will, however, commence from the date of allotment.
- (vi) The allottee will construct their buildings within a period of two years from the date of handing over of the land.
- (vii) The allottee will be required to construct the building in conformity with the architectural surroundings of the area.
- (viii) The President or his nominee may at any time inspect the site/land and the premises thereon with or without any prior notice. Refusal to allow inspection shall amount to violation of the terms calling for suitable action including re-entry of the property/premises.
- (ix) The removal of structures/squatters, if any, will be the responsibility of the allottee.
- (x) The trees, if any, situated on the plot will be the Govt. property and should not be removed without prior approval of the L&DO/Lessor.
- (xi) The ownership of the property will remain with the Union of India. NBCC will be responsible for formulation of Utilisation Proposal in respect thereof keeping in view the land use, zoning regulations, FAR, building bye-laws applicable to the area.
- (xii) The utilisation proposal shall be formulated in consultation with CPWD authorities and the Local Body and in the process the requisite amenities as provided in the Community Centre Complex, if not otherwise available in the area, will be accommodated in consultation with the Local Authority and other concerned agencies.
- (xiii) In the case of any second/subsequent sale/purchase of the built up premises which will include shops and office space, parking area etc prior written permission of the Lessor would be required which would be subject to the following:

"Provided always that such consent may be given by the Lessor subject, inter-alia, to the condition that the lessee shall get a tripartite agreement executed in the form annexed hereto which agreement, when executed, shall form part hereof and the Lessor shall be entitled to claim and recover unearned increase in the value of land, the amount to be recovered being 50% of the difference in the market value of the land at the time of sale, transfer or assignment and the value of the land at the last transaction. However, in the case of first sale or transfer or assignment, the Lessor shall not claim share in the unearned increase in the land value of the premises. The decision of the Lessor in respect of the land value of the premises as aforesaid

shall be final and binding on the lessee or transferee, as the case may be".

(xiv) A Memorandum of Understanding shall be executed between the Ministry of UA&E and NBCC detailing the terms and conditions for execution of the project.

3. The allottee is required to pay the following amount on account of premium:-

- A. Premium (Provisionally) = Rs. _____
- B. Ground Rent @ 2.5% = Rs. 70,74,144.00
(Provisionally)
- C. Cost of preparation of Memorandum of Agreement = Rs. _____
Total Rs.

4. If the above terms and conditions are acceptable to the allottee, the acceptance thereof in writing along with a Bank draft/crossed cheque for Rs. _____/-, 25% of the premium plus ground rent in favour Land and Development Officer, New Delhi may be sent within 45 days from the date of issue of this letter, failing which the allotment will be deemed to have been withdrawn and cancelled at their own risk.

5. The possession of the land will be handed over after completion of all the formalities.

6. This issues with the concurrence of Finance Division vide their Dy.No.1625-F dated 20.7.2001 & Dy.No.3278-F dated 10.8.2001

Yours faithfully,
Sd/-

(Devinder Kumar)
Dy.Land and Development Officer,
For and on behalf of the President of India

Copy to:

- (1)PS to UDM/PS to MOS(UD)/Sr.PPS to Secretary(UD)/JS &DL(UD).
- (2)Finance Division, M/O:UD & PA
- (3)The Principal Director of Audit, Economic & Service Ministries, AGCR Building, IP Estate, New Delhi.
- (4)P&AO, M/O U.D. &PA
- (5)VC, DDA, Vikas Sadan, INA, New Delhi.
- (6)TCPO, Vikas Bhawan, New Delhi
- (7)Works Divn,M/O UD & PA.
- (8)Chief Engineer(NDZ-III)/Sewa Bhawan, R.K.Puram, New Delhi.
- (9)CA-I, CPWD, Nirman Bhawan, New Delhi.
- (10)Guard File.
- (11)Drawing Section.
- (12)Accounts Section.

Dy. Land and Development Officer.