

# **SUPREME COURT MONITORED HOUSING PROJECTS**

**(ASPIRE- A Section-8 Company)**

**(Amrapali Stalled Projects Investments Reconstruction Establishment)**

## **APPLICATION FORM PHASE 1**

### **RESIDENTIAL/COMMERCIAL UNITS AT NOIDA AND GREATER NOIDA**



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## **BRIEF ABOUT PROJECT**

By order dated 23.07.2019 of the Hon'ble Supreme Court of India in Writ Petition (Civil) No 940/2017, NBCC (INDIA)LTD, a Navratana CPSE, Govt of India enterprise has been appointed as Project Management Consultant for completion of stalled/incomplete projects of Amrapali Groups in Noida/ Greater Noida. The other salient points of the order of the Hon'ble Supreme Court are as follow:

- Appointment of Shri R. Venkataramani Sr. Advocate, as the Ld. Court Receiver.
- All rights of the erstwhile lessee to vest in the Ld. Court Receiver
- He shall execute through authorized person on his behalf, the tripartite agreement and do all other acts as may be necessary and also to ensure that title is passed on to home buyers and possession is handed over to them.
- As per the order of Supreme Court of India, the properties are free from any encumbrance/any Govt/ statutory bodies/authorities/Service department. Water works department and electricity department has now been directed to provide connections for water and electricity to home buyers.
- Noida and Greater Noida Authority have been directed to execute the tripartite agreement
- Issue completion certificate notwithstanding that the dues are to be recovered under this order by sale of other attached properties.
- Registered conveyance deed shall also be executed in favor of homebuyers, they are to be placed in the possession and they shall continue to do so in future on completion of project or in part as case may be.

Hon'ble Supreme Court of India has further appointed NBCC (INDIA)LTD vide its judgment dated 29.10.2020 for sale of unsold inventory/FAR on behalf of Learned Court Receiver.

NBCC (INDIA) LTD ,1031 units have already been completed by first week of Jan 2021 for handing over to Ld. Court Receiver.

The prospective buyers shall visit the site to satisfy himself/ herself with respect to the flat being applied for and no claim of Refund/Transfer/Interchange of flats shall be entertained after allotment of flat.

## **INFORMATION DATA SHEET (PHASE I)**

S. No.	Head	Details
1	Date of Open of sale of Units (Phase I)	07.02.2021
2	Date of closure/ last date of submission of Application Form (Phase I)	10.03.2021
3	Other Charges	<p>1. Maintenance of the complex is under supervision of RWA/ concerned authority. Allottee has to pay requisite maintenance charges and other charges to the RWA as and when demanded.</p> <p>2. If any tax VAT, service Tax, GST, TDS etc. are levied by the State Government or by the Government of India the same shall be borne by the Allottee themselves.</p>
4	Contact Details	<p>OFFICE OF THE EXECUTIVE DIRECTOR (ENGG) NBCC (INDIA) LIMITED, AMRAPALI PRINCELY ESTATE PLOT NO-01, SECTOR- 76, NOIDA</p> <p>Sh. Nimit Tiwari, DM (Marketing) Contact No: -09672590840</p> <p>Email: rbg.nbccmarketing@gmail.com</p>
5	Allotment Method	Through Draw
6	Availability of Application form and brochure	<p>Can be downloadable from the website</p> <p>1. <a href="http://www.nbccindia.com">www.nbccindia.com</a> or <a href="http://recieveramrapali.in">recieveramrapali.in</a></p> <p>2. Help Desk at NBCC's Office: - OFFICE OF THE EXECUTIVE DIRECTOR (ENGG) NBCC (INDIA) LIMITED, AMRAPALI PRINCELY ESTATE PLOT NO-01, SECTOR- 76, NOIDA</p>
7	Eligible entities	Indian citizen and competent to contract and have attained the age of majority. Additional requirement shall be as per clause no. 2
8	Application Fee	<p>Rs. 300/- (Inclusive of GST)</p> <p>Non-refundable amount shall be deposited through DD/RTGS/NEFT in favor of Receiver Amrapali Sale and Purchase account.</p>
9	Registration money	Booking amount Rs 5,00,000 (Rupees Five Lakh) for each unit (Residential/Shops)(Adjustable in Total Cost

		of Flat/Shop)
10	Payment Option	For Residential unit/ Shop <ul style="list-style-type: none"> <li>• Rs 5,00,000 (Rupees Five Lakh) on Booking (i.e. Registration Money)</li> <li>• Balance 20% at the time of allotment</li> <li>• Balance 30% within 01 Month of allotment</li> <li>• Balance 40% within 02 Month of allotment</li> <li>• Balance 10% on possession</li> </ul>
11	Name of the Bank and Address	<ul style="list-style-type: none"> <li>• Bank Name: - UCO BANK</li> <li>• Account name: - Receiver Amrapali Sale and Purchase Account</li> <li>• Branch: - Supreme Court India Buildings, Tilak Marg, New Delhi - 110001</li> <li>• Bank Account No : 02070210003237</li> <li>• IFSC Code : UCBA0000207</li> </ul>
12	Transfer charges	As applicable by the court authority through Ld. Court Receiver.
13	Period of lease	99 years of Lease Deed from the date of allotment to erstwhile Amrapali Group
14	Lease Rent	As per B clause Section-II no. 4.0
15	Execution of Lease deed and Offer of Possession	Execution of Lease Deed shall be done within 60 days from the date of issue of Offer of Possession.

## **APPLICATION FOR ALLOTMENT OF A RESIDENTIAL / COMMERCIAL UNIT**

### **The Executive Director (Engg.)**

NBCC (INDIA)Limited  
Sector-76, Noida

Dear Sir,

The Applicant understands that NBCC (India) Limited ("NBCC") is facilitating the sale of residential/ commercial unit at Noida and Greater Noida on behalf of the Ld. Court Receiver.

The Applicant requests that the Applicant may be allotted a Unit (Residential/Commercial).

The Applicant has read and understood the terms and conditions of this Application, stated hereinafter and is agreeable to the same.

The Applicant encloses herewith Demand Draft/ RTGS/NEFT for .....  
No.....dated..... drawn in favor of Receiver Amrapali Sale and Purchase Account towards the booking amount for the unit.

In the event of Ld. Court Receiver agreeing to provisionally allot the residential or commercial Unit with or without the Parking Space, the Applicant agrees to pay the Total Price (hereinafter defined) and all other dues as stipulated in this application and the Agreement to be executed on between Ld. Court Receiver and applicant.

The Applicant has clearly understood by submitting this Application that the Applicant does not become entitled to the provisional and / or final allotment of a residential/ commercial Unit in the said Complex notwithstanding the fact that NBCC may have issued a receipt in Acknowledgement of the money tendered with this Application.

The Applicant further understands that it is only after the issuance of the allotment letter, agreeing to abide by the terms and conditions laid down therein that the allotment shall become final and binding. The Applicant is aware that the building plans for the said Complex in which the residential/ commercial Unit shall be located have been sanctioned by the local statutory authorities.

The Applicant acknowledges that NBCC on behalf of Ld. Court Receiver has provided all the information and clarifications as required by the Applicant and that the Applicant has relied on his/ her own judgment and investigation in deciding to apply for purchase of the residential/ commercial unit and has not relied upon and / or is not influenced by any architect's plans, sales plans, sale brochures, advertisements, representations, warranties, statements or estimates, of any nature, whatsoever written or oral made by NBCC on behalf of Ld. Court Receiver, or otherwise including but not limited to any representations relating to the description of the said Complex/ residential or commercial Unit. No oral or written representation or statements shall be considered to be part of this application and that this Application is self-contained and complete in itself in all respects. I/we understand that the space is being allotted on lease basis.

The Applicant Agrees to abide by the terms and conditions of the Application including those relating to payment of Total Price and other deposits, charges, rates, Taxes (hereinafter defined) ceases, levies etc. and deduction of cancellation charges and forfeiture of Nonrefundable amounts as laid down herein and in the agreement to be executed between Applicant & Ld. Court Receiver.

The particulars of the Applicant(s) are given as per APPENDIX for the reference and record of the Ld. Court Receiver.

(Signature of the Joint applicant)

(Signature of the Sole/ First applicant)

**APPENDIX**

**Application No.** \_\_\_\_\_

**(To be Filled by NBCC)**

**(Application form is to be filled in block letters only. Incomplete and incorrect application will summarily be rejected and no correspondence in this regard shall be entertained)**

**The particulars of the Applicant(s) are given below for Ld. Court Receiver/ NBCC reference and record.**

**1. DETAILS OF APPLICANT(S)**



**A. FIRST/ SOLE APPLICANT**

**I PERSONAL**

Mr./Mrs./Ms. \_\_\_\_\_

Son/ Wife/ Daughter of Mr. \_\_\_\_\_

Nationality \_\_\_\_\_ Age \_\_\_\_\_ Years \_\_\_\_\_ Months \_\_\_\_\_

Date  Month  Year

**II ORGANIZATION**

Name of Organization applying for allotment \_\_\_\_\_

Office Address \_\_\_\_\_

Tel No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Authorized Signatory Name \_\_\_\_\_ Email \_\_\_\_\_

**III OTHER DETAILS OF SOLE / FIRST APPLICANT**

Income Tax Permanent Account No.   
(Attach self-certified copy of PAN)

Ward/ Circle/ Special range and place (where Income Tax Return is filed) \_\_\_\_\_

Mailing Address \_\_\_\_\_

Tel No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Mobile \_\_\_\_\_ Email \_\_\_\_\_



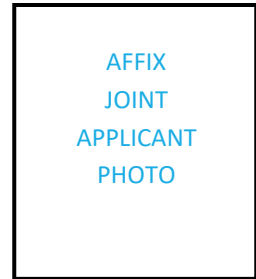
**B. JOINTAPPLICANT**

(One joint applicant)

Name (Mr./ Mrs./ Ms.) .....

Son/Wife/ Daughter of (Mr./Smt.) .....

Relationship with the first Applicant.....  
(if applicable)



**2. CHOICE OF UNITS AS PER ANNEXURE-A**

1<sup>st</sup>Preference : (Name of Project.....Unit No.....)

2<sup>nd</sup> Preference : (Name of Project.....Unit No.....)

3<sup>rd</sup>Preference : (Name of Project.....Unit No.....)

4<sup>th</sup>Preference : (Name of Project.....Unit No.....)

5<sup>th</sup>Preference : (Name of Project.....Unit No.....)

(Applicants should fill the choice carefully.)

**3. REGISTRATION MONEYDETAILS**

Registration Money of Rs .....vide DD /RTGS No/Bank Cheque.....

Dated..... Bank / Branch.....

All payments need to be made through DD/Banker Cheque/RTGS only in favor of ASPIRE payable at Delhi and no other mode of payment shall be accepted.

Bank Details for RTGS/NEFT as under:-

- Bank Name : UCO BANK
- Account Name : Receiver Amrapali Sale and Purchase Account
- Branch : Supreme Court India Buildings, Tilak Marg,  
New Delhi - 110001
- Bank Account No: 02070210003237
- IFSC Code : UCBA0000207

**4. BANK DETAILS FOR REFUND**

Account No. ....Type of A/c (Saving/Current) .....

Name of Bank .....

Branch (Name/Address) .....

MICR Code.....IFSC No. ....

**5. PREFERENCE FOR WAIT LISTING**

<p>In case of over-subscription and non-allotment of Residential unit /Shop to Me/Us during the draw of lots, I / We convey my / our willingness that my / our name be kept in the waiting list, valid for a period of 90 days from the date of draw of lots and in case of any cancellation after the allotment, the Residential unit /Shop may be allotted to me / us. I / We also convey my / our acceptance to retain the registration money paid by Me/Us to Ld. Court Receiver and in the case of non-allotment of Residential unit /Shop, during validity period of wait list, the amount paid by Me/Us may be refunded, <b>without any interest thereon</b>. The allotment to waitlisted applicant shall be made subject to availability of Residential unit /Shop through cancellation and only one chance shall be given. The date, time, procedure of allotment shall be notified on the website of receiveramrapali.com or www.nbccindia.com.</p>	Yes	
	No	
	<p>As Applicable</p> <p style="font-size: 2em;">✓</p>	

Note: This clause is purely optional and the Applicant should exercise its option as Yes or No (In case no option is exercised then it shall be presumed that the applicant is not interested in waitlisting)

**6. LIST OF ENCLOSURES**

a	Terms and conditions duly signed on all pages as token of acceptance.	YES	NO
b	Self-certified copy of Permanent Account Number (PAN card).	YES	NO
c	Self-certified copy of ID proof (Aadhar Card)	YES	NO
d	Document in support of proof of residence (Voter Id/Passport/Driving License)	YES	NO
e	Choice list of Residential/Commercial Unit in each category (Type) of opted in the application form.	YES	NO

f Any other documents \_\_\_\_\_(specify).

**7. DECLARATION**

I/we am/are aware that this application is irrevocable. I/we hereby declare that the information(s)/ document(s) with the application form are true to the best of my/ our knowledge and belief and no material fact(s) have been concealed/ suppressed. I/we are also fully aware of the consequence of concealing/ suppressing material facts. I/we are also fully aware of the terms and conditions of allotment which are acceptable to me/ us. I/we shall abide by the same and at any stage if found that information/ document provided by me/ us are incorrect/ false, then Ld. Court Receiver/Committee shall be at liberty to cancel my allotment and shall forfeit my registration money without any further correspondence. I have read all the terms and conditions related to offer of residential/ commercial unit by the court receiver office and the monitoring committee or agree to the terms and conditions. In case of any dispute regarding terms and Conditions, their decision shall be final and binding to all.

Signature of Joint Applicant

Signature of Sole Applicant

Name \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Place \_\_\_\_\_

Place \_\_\_\_\_

\*\*\*\*\*

## **A. Section I: Instructions to the Applicants**

### **1. Definitions:**

The key definitions for the purpose of this application form are as follows:

1. "Authority" means the Ld. Court Receiver/ Noida/Greater Noida Industrial Development Authority.
2. "Allotment letter" is the letter issued to the Allottee confirming the allotment under a particular sale for which application was submitted.
3. "Allotment money" is the amount as prescribed in the scheme and is expected to be deposited by the Allottee within the given time period.
4. "Allottee" is the person whose application for allotment has been approved by the competent Authority.
5. "Contract" means the Contract signed by the Parties and all the attached documents which conditions mentioned in application form.
6. "Day" means calendar day.
7. "Government" means the Govt. of India/Government of Uttar Pradesh.
8. "Lease Rent" is the amount paid by the Lessee to the Lessor as rental against the property allocated to the Lessee.
9. "Lease Deed" is a contractual agreement by which Lessor conveys a property to Lessee, for a limited period, subject to various conditions, in exchange for Lease Rent, but still retains ownership.
10. "Lessee" is the person/entity who holds the lease of a property.
11. "Lessor" refers to a person/entity who leases or rents a property to another; the owner which in this case is Ld. Court Receiver appointed by Hon'ble SUPREME COURT OF INDIA.
12. "Transfer Deed" is a contractual agreement by which a property (herein land) is transferred from its legal Lessee to another party.
13. "Mutation letter" is the letter issued by competent Authority for change of name on a property.

### **2. Eligibility:**

- a) An Individual who has attained the age of majority whether an Indian Citizen or a Foreign Citizen of Indian Origin \*\* 21 years on the date of submission of Application and possesses valid PAN No. issued by Income Tax Department

\*\* Foreign Citizen shall be deemed to be of Indian Origin if he/she holds an Indian Passport any time or he/she or his/her father or grandfather was an Indian Citizen by virtue of the Constitution of India or Indian Citizen Act 1955.

- b) Joint application with any one joint applicant is permitted. Joint applicant shall be owner in the rights of the property equally. The first applicant shall be responsible for meeting the obligations of the allotment till his/her lifetime or he/she disposes its property.

- c) An individual in a group of more than or equal to 10 nos. • Persons • Members of Government Departments • PSUs • Banks • Insurance Companies • Private Limited Companies • Reputed Institutions • Autonomous Bodies of Govt etc.

Ld. Court Receiver appointed by Hon'ble Supreme Court however, at its discretion can relax / change any of the conditions as mentioned hereinabove without assigning any reason.

### 3. How to apply

1. The Applicant shall ensure availability of the following documents/ information:
  - a. A passport size photograph
  - b. Affidavit in the format depicted in the application form.
  - c. Legitimate documentary proof expressing address, age, identity, and nationality of the Applicant.
2. Eligible Applicant can apply in any category / type of residential/commercial units.
3. Steps for submission of application:

Step 1:	The Applicant shall access and download the application form of Residential/ Commercial unit sale through Portal at <a href="http://www.nbccindia.com">www.nbccindia.com</a> or receiveramrapali.in or visit at NBCC's office at Sector-76, Noida for any help and assistance.
Step 2:	Applicant is required to fill the details as mentioned in application form which include – photograph, identification details, bank details etc.
Step 3:	In preference option, Applicant may select up to five desired residential/commercial unit's preferences.
Step 4:	Registration money amounting to Rs 5 Lacs for each unit will be payable per application.
Step 6:	Before submitting the details, Applicant must agree with all the terms & condition of application form.
Step 7:	Applicant shall pay the Application form fee (Non-refundable) & Registration Money (Adjustable) through DD/ RTGS/ NEFT.
Step 8:	The applicant should submit the application form duly signed along with application form fee and registration amount, either can be sent through speed post or submitted in person at NBCC's Office at Amrapali Princely Estate, Plot No-01, Sector- 76, Noida. NBCC shall however, not be responsible for any postal delay.
Step 9:	After submitting the complete application form along with all requisite documents etc. then Applicant will become eligible to get the acknowledgement of the application form was submitted.

4. Applicant must review the terms and conditions along with any supporting document (if any), which depicts the details of residential/commercial unit on offer, which shall be applicable for the sale of the selected residential/commercial unit. In case of non-payment of application related fees, the application shall be rejected by the Authority.
5. The Ld. Court Receiver may without assigning any reason withdraw the Allotment process for any or all the residential/ commercial unit at any stage.

### 4. Language and currency

The document and all related correspondence for this sale shall be in English language. The currency for the purpose of this scheme shall be Indian National Rupee (INR).

## **5. Applicant's responsibility**

1. It is deemed that before submitting the application, the Applicant has made complete and careful examination of the following:
  - a. The eligibility criteria and other information/ requirements in the sale and brochure.
  - b. All other matters that may affect the Applicant's performance under the terms of this information catalogue including all risks, costs, liabilities and contingencies.
2. Ld. Court Receiver appointed by Hon'ble Supreme Court of India shall not be liable for any mistake or error or neglect by the Applicant.

## **6. Allotment process**

1. Residential/ Commercial Unit shall be allotted on seniority basis identified through offline draw of lots to be held in the presence of Ld. Court Receiver, Forensic Auditor and Group of Experts.
2. After fixing up the seniority through offline draw, the applicants will be allotted residential/commercial unit based on their preference given in the application form was submitted to NBCC. The applicants can change their choice at the time of draw who intend to be present at the draw of lots can submit their choice (s) of residential/commercial units (category-wise), if available.
3. In case the opted/desired residential/commercial unit is not available then the residential/commercial unit shall be allotted through draw of lots of the balance flats in the same category applied for and such persons shall have the option to change the allotted residential/commercial unit with another residential/commercial unit within 15 days of receipt of intimation and subject to availability.

## **7. Payment options & schedule**

- Rs 5,00,000 /- (Rupees Five Lakh) on Booking (i.e. Registration Money)
- Balance 20% at the time of allotment
- Balance 30% within 01 Month of allotment
- Balance 40% within 02 Month of allotment
- Balance 10% on possession

## **8. Mode of Payment**

1. All payments towards purchase of residential/ commercial unit can be made only through Demand Draft/RTGS/NEFT.
2. Normally, no extension regarding time period will be allowed for the deposit of payments. If the amount payable is not paid within prescribed time limit, extension of time for such default period under exceptional circumstances may be allowed up to a maximum of one (1) month by Ld. Court receiver or authorized officer (SUPREME COURT OF INDIA) subject to the condition that during the entire payment plan such extensions shall not be more than 3 times.

3. In the event of extensions for installment/ payments, interest at the rate of State Bank of India highest marginal cost of funds based lending rate plus two per cent shall be payable on the default amount of the defaulted period.
4. The payment made by the Allottee/Lessee will first be adjusted towards the penal interest & interest due, if any, and there after the balance will be adjusted towards the balance due.
5. In case of default in making payment of installment money, the Allottee/Lessee would be required to pay additional penal interest at the rate 3% p.a. Henceforth, interest at the rate of State Bank of India highest marginal cost of funds based lending rate plus two per cent shall be payable on the default amount of the defaulted period.

### **9. As is where is basis**

The residential/commercial unit will be accepted unconditionally by the Allottee on "As is where is basis" on lease for a period of 99 years allotted to erstwhile Amrapali Group.

### **10. Unsuccessful Applicants**

The Registration Money of unsuccessful Applicants shall be returned to them without interest, after draw of lots subject however to any preference submitted for waiting list.

## **B. Section II: General terms and conditions**

### **1. Execution of Lease Deed**

1. The Ld. Court Receiver shall be required to issue a Possession Offer Letter for the execution of Lease Deed, to the Allottee within 15 days from the date of receiving the lease plan from the concerned department.
2. The Allottee is required to execute the Lease Deed and take the physical possession within 60 days from the date of issue of Possession Offer Letter.
3. The Allottee shall also deposit due stamp duty (Stamp duty calculation should also be verified from the concerned sub registrar, Noida/Greater Noida by the Allottee himself/ themselves) for Lease Deed in treasury of concerned district of Noida and Greater Noida and should produce a certificate to the affect in relevant department at Ld. Court Receiver within 60 days from the issue of Possession Offer Letter.
4. In case of failure to execute the Lease Deed and taking over of possession within the above-stipulated time period, the Allotment may be cancelled and the entire amount deposited with Ld. Court Receiver would be forfeited.
5. In the event of failure to execute the Lease Deed, Allottee shall be liable to pay administrative charges at the rate of 1% of the total premium of the residential/commercial unit for one month from the due date given for the execution of legal documents for each month extension 1% of the total premium of residential/commercial unit administrative charges will be levied.
6. If the Allottee fails, to execute the legal documents within the extended time, maximum period of 1 year, action for cancellation of allotment and forfeiture of deposited money shall be taken.

### **2. Documentation charges**

1. The cost and expenses of preparation, stamping and registering the legal documents and its copies and all other incidental expenses will be borne by the Allottee who will also pay the stamp duty of transfer of immovable property levied or any other duty or charge that may be levied by any Authority empowered in this behalf. The rate of stamp duty shall be applicable as per the notification issued by the state government from time to time.

### **3. Period of lease:**

99 years from the date of execution of Lease Deed of Erstwhile Amrapali Group.

### **4. Lease Rent**

The allotment of residential/commercial unit will be given to the Allottee on a lease of 99 years from date of allotment to erstwhile Amrapali Group and the lease rent shall be payable in lump sum at the rate prescribed by Noida/Greater Noida Authority.



## **5. Possession of the Residential/Commercial unit**

1. Possession of allotted Flat will be handed over to the Lessee after execution and registration of Lease Deed.
2. Execution and registration of Lease Deed can be done only after full payment of all dues.
3. For the purpose of payment of Lease Rent and other statutory or scheme compliance, possession shall be deemed from the due date of execution of Lease Deed.

## **6. Surrender of Allotment**

The Allottee/Lessee can surrender the premises in favor of Ld. Court Receiver appointed by Hon'ble SUPREME COURT OF INDIA subject to the following deductions:

1. In case of surrender before draw of lots, the entire registration money deposited shall be refunded without interest.
2. In case of surrender after the allotment/draw of lots Registration Money shall be forfeited. No separate notice shall be given for the same.
3. In case the Allottee, fails to deposit the due amount within the stipulated time, the allotment will be liable for cancellation and in case of any such cancellation, the money so deposited till the date of cancellation will be forfeited.

## **7. Maintenance**

1. That the Lessee will keep the demised premises and buildings:
  - a. At all times in a state of good condition and substantial repairs and in good sanitary condition to the satisfaction of the lessor.
  - b. The available facilities as well as the surroundings neat and clean, good and healthy and in safe condition at all times, according to the convenience of the inhabitants of the place.
2. That the Lessee shall abide by all Regulations, Building Regulations, guidelines and the rules made therein.
3. That the Lessee shall not display or exhibit any posters, statues, other articles which are repugnant to the morals or are indecent or immoral.
4. The Lessee shall not display or exhibit any advertisement or placard in any part of the exterior wall of the building, except which shall be constructed over the demised premises or at a place specified for the purpose by the Lessor.
5. In case of non-compliance of these terms and conditions, and any directions of Hon'ble SUPREME COURT OF INDIA shall have the right to impose penalty as decided by the Ld. Court Receiver or the Authorized Officer of Hon'ble SUPREME COURT OF INDIA may consider just and/or expedient by explaining or recording the reasons.

6. For proper maintenance and security, Allottees of the block/sector shall have to constitute RWA. In some projects RWA has already formed and under functioning. Till the time RWA is not functioning, decision of Ld. Court Receiver will be binding to the allottees.

## **8. Transfer of Unit**

Subject to the following conditions a Allottee/Lessee will be allowed to sell/ transfer the unit allotted by the Authority to any other person who is eligible to apply as per eligibility criteria mentioned therein.

1. Transfer shall be permitted only after execution of lease deed of respective unit.
2. The cases, where cancellation has been affected or are in process of cancellation, are not eligible for transfer.
3. Application for transfer shall be received on the prescribed Transfer Application Form available authorized representative of Ld. Court Receiver, along with the transfer charges and Processing fees as decided by Ld. Court Receiver.
4. The Transfer application form should be duly filled along with No dues from the Accounts till date and last paid Water bill/ Electricity Bill.
5. Photograph & signature of Transferor(s)/ Transferee(s) must be self-attested on the application form itself.
6. The residential/ commercial unit would be transferred only for residential purpose /commercial purpose respectively.
7. Transfer of partial area of flat shall not be considered.
8. Transfer charges would be payable as decided by Ld. Court Receiver.
9. Transfer charges once deposited will not be refunded/ adjusted even in case of transfer does not materialize due to dispute between the parties or withdrawal of transfer application. Once the transfer application is submitted it can be withdrawn only with the consent of the transfer or and the transferee. In case of dispute, orders of the competent court shall be required for withdrawal of the transfer application/ Transfer Memorandum.
10. Once transfer is approved and the Transfer Memorandum is issued and transfer deed is executed, all the assets and/or liabilities against the Flat would pass on to the transferee.
11. The transfer of property is an act between Transferee(s) and transferor(s) and as such any liens, claims, damages, compensation, adverse court orders etc. arising there of subsequently would be the sole liability of transferee(s) and Ld. Court Receiver would remain indemnified against the same.

12. The Lessee/ transferee shall execute a Transfer deed, after paying the transfer charges, within 90 days from the date of issue of the Transfer Memorandum by Hon'ble SUPREME COURT OF INDIA. The transfer memorandum will be valid for 90 days. A certified copy of the same shall be submitted to Ld. Court Receiver. The Transfer Memorandum shall be part of the transfer deed executed between the Transferor and the Transferee. In case Allottee fail to execute transfer deed within 90 days from date of issuing transfer memorandum, then as per prevailing policy, Allottee has to pay extension charge of time with prescribe penalty.
13. In case the Transfer Deed is not executed within validity of grace period, the Allottee has to apply afresh and pay additional Transfer charges and Processing Fees as per prevailing order.

## **9. Mutation of Unit**

In event of death of the Allottee/Lessee transfer of residential/commercial unit to the Allottee's/Lessee legal heirs will be allowed with prior written permission of the authorized Officer in this regard, subject to the fulfillment of prescribed conditions which are prevalent as on the date of grant of permission. No transfer charges shall be payable in case of transfer by succession.

## **10. Misuse, Additions, Alterations, etc.**

The Allottee/Lessee shall not use the allotted residential/ commercial unit for any purpose other than residential/commercial. The lessee/Allottee shall not be entitled to divide the unit/or amalgamate it with any other unit without the prior written permission of Court receiver or the Authorized Officer of Hon'ble SUPREME COURT OF INDIA. In case of violation of the above conditions, allotment shall be liable to be cancelled and possession of the premises along with structure thereon, if any shall be resumed by the Hon'ble SUPREME COURT OF INDIA.

1. The Allottee/Lessee shall not be allowed to change the specifications made in the unit.
2. In case of any violation of any regulation/ direction, the defect, if not compoundable could not be got rectified by the Ld. Court Receiver and the expenses incurred in carrying out such work will be recovered from the Allottee/ lessee.

## **11. Liability to Pay Taxes**

The Allottee/Lessee will be liable to pay all rates, taxes, charges, user fee and assessment of every description imposed by any authority empowered in this behalf, in respect of the residential/commercial unit, whether such charges are imposed on the residential/commercial unit or on the building constructed thereon, from time to time.

## **12. Overriding Power over Dormant Properties**

The Lessor reserves the right to all mines, minerals, coals, washing gold, earth oils, quarries in or under the residential/commercial unit and full right and power

at any time to do all acts and things which may be necessary or expedient for the purpose of searching for, working and obtaining, removing and enjoying the same without providing or leaving any vertical support for the surface of the unit or for the structure time being standing thereon, provided always, that the Lessor shall make reasonable compensation to the Allottee /Lessee for all damages directly occasioned by exercise of the rights here by reserved. The decision of the Ld. Court receiver of Hon'ble SUPREME COURT OF INDIA on the amount of such compensation will be final and binding on the Allottee/Lessee.

### **13. Cancellation of Allotment**

In addition to the other specific clauses relating to cancellation, Ld. Court Receiver shall be free to exercise its rights of cancellation of allotment in the case of:

1. Allotment being obtained through misrepresentations/ suppression of material facts.
2. Any violation of directions/ rules issued by the Hon'ble SUPREME COURT OF INDIA or any other statutory body.
3. Default on the part of the Applicant Allottee/lessee for breach/ violation of terms and conditions of registration allotment /lease and/ or non-deposit of installment.

In the event of cancellation, under sub-clause above, the entire deposits till the date of cancellation shall be forfeited and possession of the residential/ commercial unit shall be resumed by the authority/ lessor with structure thereon, if any, and the Allottee/ lessee will have no right to claim compensation thereof.

### **14. Restoration of Allotment**

Ld. Court Receiver can exercise cancellation of residential/ commercial unit for breach of Terms and Conditions of Allotment letter/ Lease Deed/ Transfer Deed. However, Ld. Court receiver or Authorized Officer of SUPREME COURT OF INDIA can restore the residential/commercial unit. The restoration will be subject to the following conditions: -

1. The application of restoration of residential/commercial unit shall be made within 30 days from the date of cancellation.
2. The decision about the restoration of the residential/ commercial unit will be taken by the Court receiver or Authorized Officer of SUPREME COURT OF INDIA within a period of 6 months after the date of cancellation.
3. The Allottee would pay restoration charges @10% of the total premium of the unit at prevailing rate calculated at the time of restoration.
4. The Allottee will have to make up to date payment, dues, penalties & interest etc. as applicable.
5. The Allottee has to pay time extension charges as per terms of allotment /lease.
6. If there is any court case pending before any court, it has to be withdrawn by the Allottee. All legal expenses would be borne by the Allottee.

In case allotment had been cancelled due to illegal/unauthorized activities the restoration of the residential/commercial units shall only be considered on submission of affidavit undertaking for non-carrying out the illegal/unauthorized activities.

## **15. Other Clauses**

1. The Authorized Officer in this regard reserves the right to make such additions/alterations or modifications in the terms and conditions of Allotment from time to time as he may consider just or/and expedient.
2. In case of any increase in the rate of land acquisition/land purchase cost/ex-gratia/No- litigation incentive to the farmers by order of the Court, by the Hon'ble SUPREME COURT OF INDIA or by the State Government, the Allottee/Lessee will have to pay the additional amount proportionately as the cost of the land and all the terms and conditions prevalent at the time of allotment shall be applicable.
3. In case of any clarification or interpretation regarding these terms and conditions the decision of Court Receiver or Authorized Officer of Hon'ble SUPREME COURT OF INDIA in this regard shall be final and binding on the Applicant/ Allottee/ lessee.
4. If due to unavoidable circumstances, the Ld. Court Receiver could not allot the residential/commercial units, the registration money deposited by Applicant would be refunded; however, no interest on the deposits will be paid to the Applicant.
5. If due to any "Force majeure" or such circumstances beyond Ld. Court Receiver control, Ld. Court Receiver is unable to make allotment or the possession of the allotted flat, entire registration money or the deposit, depending on the stage of allotment will be refunded.
6. Any dispute between the Lessor and Lessee/sub-Lessee shall be subject to the territorial jurisdiction of the courts at Noida/ Greater Noida or such courts as may be designated by the Supreme Court of India.
7. The residential/commercial units can also be owned jointly by husband/wife.
8. Mere deposit of registration amount would not constitute a right to allotment of a unit.
9. All arrears due to Lessor are recoverable as arrears of land revenue.
10. For the purpose of serving any notice/correspondence or letter on Allottee the address or mobile number or mail-id given in the allotment application shall be taken as final. The service of notice/correspondence/letter sent on such address shall be taken as sufficient service of notice for all the purpose.
11. On the basis of availability of land, the number of units available for allotment may be increased / reduced at the discretion of the Ld. Court receiver /Hon'ble SUPREME COURT OF INDIA.

12. In the event of any variation due to enhancement in the construction and development cost of the unit, the final price/cost of the residential/ commercial units may also vary at the time of handing over possession of the residential/ commercial units. The Allottee will require paying such requisite amount as and when demanded.

List of Residential/ Commercial Units open for sale is detailed as per **Annexure-A**.

## ANNEXURE-A

DETAIL OF RESIDENTIAL/ COMMERCIAL UNITS TO BE SOLD IN PHASE-I					
SAPPHIRE-1					
Plot. No. GH-001, Sec-45, Noida					
S.No.	No of units	FLOOR	TOWER/ UNIT NO	SALEABLE AREA (sq. ft)	COST OF FLATS (In Lakhs)
1	1	22	E-P4	1740	7608000
2	2	16	L-P3	2810	12102000
SAPPHIRE-2					
Plot. No. GH-003, Sec-45, Noida					
S.No.	No of units	FLOOR	TOWER/ UNIT NO	SALEABLE AREA (sq. ft)	COST OF FLATS (In Lakhs)
3	1	18	P-1802	1850	8070000
4	2	19	P-1901	1850	8070000
5	3	20	P-2002	1850	8070000
6	4	7	T-705	1850	8575050
7	5	16	T-1605	1850	8070000
8	6	Ground Floor	W-G02	2825	13987125
9	7	14	Z-1401	1640	7188000
10	8	16 (Penthouse)	Z-P1	4268	18225600
11	9	14	M-1403	1640	7188000
12	10	21 (Pent House)	O-P1	3973	16986600
13	11	23	R-2305	4800	20460000
14	12	18	W-1803	3200	13740000
PLATINUM					
Plot No. GH-001, Sec-119, Noida					
S.No.	No of units	FLOOR	TOWER/ UNIT NO	SALEABLE AREA (sq. ft)	COST OF SHOPS (In Lakhs) COST OF UNIT
15	1	FIRST FLOOR	FF-001	570	10090140
16	2	FIRST FLOOR	FF-002	540	9559080
17	3	FIRST FLOOR	FF-003	590	10444180
18	4	FIRST FLOOR	FF-004	600	10621200
19	5	FIRST FLOOR	FF-005	540	9559080
20	6	FIRST FLOOR	FF-006	570	10090140

**ZODIAC**  
**Plot No. GH-03, Sec-120, Noida**

<b>S.No.</b>	<b>No of units</b>	<b>FLOOR</b>	<b>TOWER/ UNIT NO</b>	<b>SALEABLE AREA (sq. ft)</b>	<b>COST OF FLATS (In Lakhs)</b>
21	1	Terrace (Penthouse)	A-P03	3200	10453600
22	2	Terrace (Penthouse)	A-P04	3200	10453600
23	3	Terrace (Penthouse)	B-P02	3200	10453600
24	4	Terrace (Penthouse)	B-P03	3200	10453600
25	5	Terrace (Penthouse)	B-P04	4278	13874094
26	6	Terrace (Penthouse)	N-P03	3200	10453600
27	7	Terrace (Penthouse)	N-P04	4278	13874094
28	8	Terrace (Penthouse)	K-P02	2987	9777751
29	9	Terrace (Penthouse)	O-P02	3906	12693738
30	10	Terrace (Penthouse)	O-P03	2713	8908349
31	11	Terrace (Penthouse)	P-P02	3906	12693738
32	12	Terrace (Penthouse)	P-P04	2713	8908349
33	13	Terrace (Penthouse)	Q-P03	3200	10453600
34	14	Terrace (Penthouse)	Q-P04	3200	10453600
35	15	Terrace (Penthouse)	T-P03	2959	9688907
36	16	Terrace (Penthouse)	J-P02	3287	10729651
37	17	Terrace (Penthouse)	C-P03	3035	9930055
38	18	Terrace (Penthouse)	E-P03	3200	10453600
39	19	Terrace (Penthouse)	E-P04	3906	12693738
40	20	Terrace (Penthouse)	R-P01	3713	12081349
41	21	Terrace (Penthouse)	R-P02	3200	10453600
42	22	Terrace (Penthouse)	R-P03	3200	10453600



43	23	Terrace (Penthouse)	R-P04	3906	12693738
<b>SILICON CITY-1</b> <b>Plot No. GH-01/A, Sec-76, Noida</b>					
<b>S.No.</b>	<b>No of units</b>	<b>FLOOR</b>	<b>TOWER/ UNIT NO</b>	<b>SALEABLE AREA (sq. ft)</b>	<b>COST OF FLATS (In Lakhs)</b>
44	1	Terrace (Penthouse)	C-P2	4195	17080000
<b>DREAM VALLEY VILLAS</b> <b>Plot No. GH-09, Tech Zone IV, Greater Noida</b>					
<b>S.No.</b>	<b>No of units</b>	<b>FLOOR</b>	<b>TOWER/ UNIT NO</b>	<b>SALEABLE AREA (sq. ft)</b>	<b>COST OF FLATS (In Lakhs)</b>
45	1	Villa	C-26	2950	10625000
46	2	Villa	C-28	2950	10625000
47	3	Villa	C-37	2950	10625000
48	4	Villa	C-46	2950	10625000
49	5	Villa	C-47	2950	10625000
<b>SILICON CITY-2</b> <b>Plot No. GH-01/A, Sector-76, Noida</b>					
<b>S.No.</b>	<b>No of units</b>	<b>FLOOR</b>	<b>TOWER/ UNIT NO</b>	<b>SALEABLE AREA (sq. ft)</b>	<b>COST OF FLATS (In Lakhs)</b>
50	1	16	A1-1601	1545	6480000
51	2	Terrace (Penthouse)	A1-P1	3080	12620000
52	3	19	A1-1901	1545	6480000

**GST and all other taxes as applicable shall be extra.**

# **ACKNOWLEDGEMENT**

**APPLICATION NO.....**

Received with thanks from Mr./ Mrs./ Ms./ M/s .....

son/ wife/ daughter of Mr. ....

Mailing Address .....

a sum of Rs. .... /- (Rupees .....

Only) Via NEFT/ Bank Draft/ RTGS No. ....

Dated ..... issued by Bank & Branch .....

on Account of Registration Money for ..... Project.

Date .....

Place .....

Signature with Stamp



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**NBCC (INDIA) LIMITED, AMRAPALI PRINCELY ESTATE, PLOT NO-01, SECTOR-76, NOIDA**

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