



OFFER DOCUMENT FOR LEASE SALE OF
OFFICES/RETAIL SPACE
AT NBCC CENTER, SAHKAR MARG JAIPUR,
RAJASTHAN
ON FIXED RATE BASIS

NBCC (INDIA) LTD.
(A Navratna CPSE)
NBCC PLACE, PRAGATI VIHAR, BHISHMA PITAMAH MARG, NEW DELHI -
110003.
Telephone No.011-46990020
Web: www.nbccindia.com E-Mail: remktgr@nbccindia.com

NBCC (INDIA) LTD.
(A Navratna CPSE)

LEASE SALE OF OFFICE/RETAIL SPACE AT NBCC COMMERCIAL COMPLEX
ON SAHKAR MARG, JAIPUR, RAJASTHAN

INDEX

Sl. No.	DESCRIPTION	Page Nos / Reference
1	LIST OF AVAILABLE OFFICE/RETAIL SPACE WITH SALEABLE AREAS AND SALE PRICE (ANNEXURE I)	3
2	APPLICATION FORM (Annexure-II)	4-6
3	ACCEPTANCE LETTER (Annexure-III)	7
4	INSTRUCTIONS TO APPLICANTS (ITA)	8-21
5	AUTHORIZATION & UNDERTAKING (Annexure-IV)	22

ANNEXURE-I

LIST OF AVAILABLE COMMERCIAL SPACE (OFFICE/SHOPS) WITH SALEABLE AREAS AND SALE PRICE

S.No.	Floor	COVERED AREA (In Sft)	SALABLE AREA (In Sft)	Sale Rate (In Rs. Per Sft.) for Saleable Area	Designated Covered Parking Slot*
1	First (Unit No. 101 to 109)	2827	4506	12500	4

Fixed rate of designated parking slots (Chargeable extra over & above the cost of commercial/retail space)	
Covered Car Spaces	Rs. 2.0 Lac each slot
Open Car Space	Rs. 1.0 Lac each slot

* Attached/Compulsory car parking space shall be allotted on predetermined fixed Price.

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

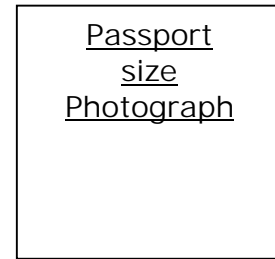
Note:

- The parking Charges are payable extra at fixed rate as shown above.

Chief General Manager (REM)

NBCC (INDIA) LTD.
(A Govt. of India Enterprise)

APPLICATION FORM



This form is to be submitted by the intending applicant along with application money and document duly signed by authorised representative as token of acceptance of terms & conditions of document

A. PARTICULARS OF THE APPLICANT

1. Name of individual(s) / Firm :
/ Lead Firm (in capital).
2. Status of the applicant/firm/lead firm :
(Whether Public limited, Pvt. Ltd., Partnership,
Sole Proprietorship etc.)
3. i) Year of establishment of firm. :
- ii) Year of establishment of Consortium :
- iii) Consortium partners. : a)
: b)
4. Whether the applicant is : YES / NO
Competent to contract under
Indian Contract Act, 1872 as
Per Foreign Exchange Regulation
Act 1973/Foreign Exchange
Management Act, 1999
in case of NRI
(Tick whichever is applicable)
5. Name of the authorised signatory of the
Firm/Lead member and his Designation :
6. Name of Father/Husband of the :
Applicant (In case of individual)

7. Age :.....

8. Full residential address :.....
(In case of individual)

:.....

:.....

9. Correspondence address :.....

:.....

10. Address of consortium partners (If applicable):.....

.....

11. Permanent account number of the purchaser :
(Photocopy of the PAN CARD is to be enclosed)

12. Contact Numbers/ Name Office :.....
Res :.....
FAX :
Mobile :.....

13. E MAIL ID :.....

14. Details of Application Money:
DD/PO No. :
Name of Bank :
Date of issue of D.D./PO No.:

15. 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 :

I/We the undersigned hereby apply to NBCC (INDIA) Ltd. for allowing me/us for the booking/allotment of built up office/retail space at NBCC Center, Sahkar Marg, Jaipur, Rajasthan. 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 am/are legally bound to purchase the built up space as mentioned in the offer document which I/we place the offer. In case provisions of the document is found violated at any time, I /we agree that the allotment shall be summarily rejected and NBCC shall without prejudice to any other right or remedy be at liberty to forfeit the full Application Money/Amount for the booking absolutely.

I/We shall pay the balance amount and other amounts and execute agreement to sell in the prescribed Performa in accordance with the terms & conditions of the document.

The terms and conditions of the document and notice are also signed and being submitted along with the application as a token of acceptance of the same unconditionally.

Date:

Place:

Signature of the Applicant
or on behalf of the applicant/
Lead consortium partner.

Note:

- a) Any correction in the offer document should be signed by the applicant/ authorised person.
- b) All pages of the application form and the offer document should be signed by the applicant/ authorised person.
- c) A copy of Consortium Agreement/MoA of association, wherever applicable shall also be furnished with the application form.

ACCEPTANCE LETTER
(TO BE ENCLOSED IN ENVELOPE – 1 ALONGWITH APPLICATION MONEY)

To,
The Chief General Manager (REM)
NBCC (INDIA) LTD.,
NBCC Place, Pragati Vihar,
Bhishma Pitamah Marg,
New Delhi-110003

ACCEPTANCE OF TERMS & CONDITIONS OF SALE

Sir,

The offer document containing terms & condition for lease sale of Office/Retail space in NBCC Center, Sahkar Marg, Jaipur, Rajasthan has been downloaded by me/us from website of NBCC. I/We hereby unconditionally accept the terms & conditions and bid document in its entirety.

Yours faithfully

(Name & Signature of Applicant)

Date:

NBCC (INDIA) LTD.
(A Govt. of India Enterprise)

2.0 INSTRUCTIONS TO APPLICANTS

2.0.0 ELIGIBILITY

- i) The applicant can be individual, registered firm, registered trust, registered co-operative society, public limited company, private limited company, partnership firm registered with appropriate authorities, Govt. departments, PSUs etc.
- ii) The applicant should be legally competent to enter into contract as per prevailing laws of India.
- iii) Resident Indian, lead partner of the consortium and Companies/Trust Registered in India shall be required to provide the Permanent Account Number as issued by Income Tax Authorities in India. In case of consortium an undertaking is to be signed by all the consortium members in favour of the lead partner, as per format placed at Annexure-IV in offer documents.
- iv) FDI as per latest notification of the Govt. of India.

2.1.0 MODE OF SUBMISSION OF APPLICATIONS

The complete offer document is to be submitted in a sealed cover. This ENVELOPE shall contain the following:

- Application Form (Annex-II) with Complete offer document/formats duly filled in, signed and stamped on each page by bidder, cutting or over-writing, if any, shall be signed and stamped by the authorised person.
- Application Money as mentioned in the offer document.
- Acceptance letter for un-conditional acceptance of the conditions as per proforma placed at Annexure-III.
- Authorization & Undertaking, in case where consortium, partnership etc. is applicable.
- Terms & Conditions of sale alongwith instruction to the applicant is to be duly signed by the applicant
- Copy of power of attorney/partnership deed, duly attested by Notary Public in favour of authorised signatory.
- Incomplete form is liable to be rejected.
- Any other information as required.

This Envelope shall be marked as: "APPLICATION MONEY, TERMS & CONDITIONS OF SALE & ACCEPTANCE LETTER FOR LEASE SALE OF OFFICE/RETAIL SPACE AT NBCC CENTER, SAHKAR MARG, JAIPUR, RAJASTHAN"

FROM :

The sealed envelope, as above, is to be submitted at the office address of NBCC. NBCC shall not be responsible for postal delays.

2.1.1 Once the applicant has given an unconditional acceptance to the terms & conditions in its entirety, he/she/they is/are not permitted to put any remark(s) / conditions(s) in the Application / forms / proforma's / etc. at any stage.

2.1.2 In case the conditions 2.1.1 mentioned above is found violated at any time, the application shall be summarily rejected and NBCC shall, without prejudice to any other right or remedy, shall forfeit the full Application Money absolutely.

2.1.3 Canvassing by the applicants or their representatives whether directly or indirectly in connection with bidding process before or after the application may lead to cancellation of their Application.

2.2.0 ISSUE OF ALLOTMENT-CUM-DEMAND LETTER TO THE ALLOTTEE & DEPOSIT OF BALANCE PREMIUM

The allotment-cum-demand letter will be issued by NBCC to the allottee after acceptance of the application by the competent authority. The allottee is required to deposit the balance amount and other due payments through bank draft / pay order/ bankers cheque as per payment schedule / allotment-cum-demand letter. Any delay in release of balance payment by the allottee shall attract simple interest @ 15% per annum on delayed amount.

2.3.0 INTERPRETATION OF CLAUSES OF THIS DOCUMENT

In case of dispute between the parties in respect of interpretation of clauses of agreement to sell, terms and conditions of allotment etc, the same shall be interpreted solely by NBCC and shall be final and binding on the Allottees.

2.3.1 The balance area on ground floor- leaving offices, electric room, pump room, stairs, etc. – shall remain the property of the builder and the builder reserves the right to use the area at its discretion.

2.3.2 The cost of attached numbers of car parking spaces is not included in the cost / rates to be quoted for office/retail space and the attached numbers of parking slots shall be compulsory allotted at the fixed rates as mentioned in Annexure-I. NBCC can reduce number of car parking slots than as mentioned in Annexure-I, without any notice. The decision of NBCC shall be final & shall be binding on the applicant/ allottee. The applicants 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.

3.0 TERMS & CONDITIONS OF SALE

3.1 GENERAL

NBCC has purchased a Commercial Plot No. C-132,133,134,135 (part) admeasuring about 1318.27 Sqm in open auction conducted by Jaipur Development Authority on 04.09.2013 on Sahkar Marg, Lal Kothi Scheme, Jaipur, Rajasthan under Letter of Allotment of land dated F(54) JDA/ADR&DP/13-14/D-1269 dated 11.09.2013. Further, NBCC has signed the lease deed with Jaipur Development Authority on 10.01.2014 and the same has been registered with the Sub-Registrar-I, Jaipur on 28.01.2014.

The land purchased by NBCC is on leasehold basis for a period of 99 years from the date of allotment i.e. 11.09.2013. NBCC has paid Urban Assessment for one year and further charges, if any, will be passed on to the applicants as per actual.

LOCATION

NBCC Commercial complex is situated on Sahkar Marg about 500 Mts. from Vidhan Sabha, Jaipur. Immediate access to the property is free from any traffic congestions at all hours of the day. The subject site region enjoys excellent visibility and accessibility from Sahkar Marg and network of other roads in site vicinity. It is well connected with developed parts and important nodes like railway station, bus stands, Vidhan Sabha, and proposed metro station among others. Site is located approx. 3.3 kms from main Jaipur Railway Station.

3.2 SALEABLE AREAS

The extract of saleable area of complex which are put to sell is detailed in Annexure-I. The applicant is free to apply in as many office/retail spaces, but for that purpose the applicant need to submit multiple applications alongwith multiple application money for as many office/retail space as intended to be bought.

3.3 SALIENT FEATURES OF THE BUILDING

- 100% power back-up for common services and common areas, lifts, parking spaces in double basement etc.
- The building is Commercial complex.
- The building comprises of Ground plus 11 storey structure.
- The building is a RCC framed structure.

3.4 CURRENT STATUS OF THE PROJECT

NBCC is developing Commercial Complex on 1318.27 Sqm land bearing Plot No. C-132,133,134,135 (Part). NBCC had appointed architect/ consultant M/s Design Associates for the project and the drawings had been approved by Jaipur Development Authority vide letter no. 2472 dated 9/10/2014. The construction of

the project is completed and the structure is ready for installation of fit outs for the allottees.

3.5 NAME OF THE BUILDING

The name of building shall be "NBCC Center". The successful bidder/allottee shall not be allowed to change the name of the building at any time even after paying full consideration and subsequent occupation.

3.6 INSTALLATION OF SIGN BOARD

a) The successful Allottee shall be allowed to install uniform size sign board (as decided by NBCC) and only on the front of his office space and the Allottee of space shall not be allowed to put any of its sign board any other place in the complex/ building or on facade of the building including office space purchased by the buyer.

b) NBCC reserves the right to use the external facade of the building (including external facade of sold office space also) for advertisement purposes and its revenue shall accrue to NBCC only.

3.7 TERRACE RIGHTS

Even after execution of the lease deed/sub lease deed in favour of the Allottee, NBCC will continue to have as before the right to make additions, raise storey or put up additional structures, as may be permitted by local authorities and other competent authorities as the terrace rights are with NBCC only and such additional structure or storey(s) shall be the sole property of NBCC who will be entitled to dispose it off in any way he chooses without any interference on the part of the Allottee by himself or with one or more or the rest of the Allottees and Allottee hereby consents to the same. NBCC shall be entitled to connect the electric, water, sanitary and drainage sources but at its own cost. The Allottee hereby gives consent to the same and agrees that it shall not be entitled to raise any objection or claim of any reduction in price of the space agreed to be sold to them and/or to any compensation of damages on the ground of inconvenience or any other ground whatsoever. Any consequent cost incurred for additional services, enhancement in statutory charges/ levies due to such additions/raising of storeys etc. shall however be borne by NBCC. NBCC or its Associate reserve the right to use or dispose off the terraces and the space so constructed at its discretion without any hindrance or interference from allottee(s).

3.8 PARKING SLOTS

Allotment of parking slots shall be done on completion of the building as per Annexure- I. The bidder may inspect parking plans in the office of Real Estate Division.

Basement (double) is planned for services and parking spaces for cars.

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

3.9 INSPECTION OF SITE & DOCUMENTS

Applicants are advised to inspect the site and other related documents carefully before submission of their application. The applicant should satisfy itself before submitting their application.

3.10 CLARIFICATIONS

The applicant requiring any clarification on the offer document may notify NBCC in writing at least 7 days prior to the scheduled date of submission of offer document. No request for clarification shall be entertained thereafter. NBCC shall try to send the clarifications on e-mail address of the intending applicant however, if the applicant submitted their application then it shall be presumed that no query of the applicant remain unanswered, even if no reply has been sent by NBCC.

3.11 REVISION OF OFFER

Once the applicant has given an unconditional acceptance to the conditions in its entirety, he is not permitted to put any remark(s)/conditions(s).

3.12 AGREEMENT TO SELL

i) NBCC will sign agreement to sell in favour of the Allottee within 60 days of issue of letter of acceptance and on completion of all other formalities.

ii) Agreement to sell will be executed in Delhi/New Delhi and will be subject to jurisdiction of the Court at Delhi/New Delhi.

iii) All costs, charges, taxes, cess surcharges and expenses incidental to and in relation to the sale, stamp duty, registration fee, other charges etc., shall be borne and paid by the Allottee alone.

3.13 TRANSFER OF PROPERTY RIGHTS

Till execution of sub lease deed, on specific request of the Allottee, NBCC at its discretion may transfer the rights of space/enter into agreement with any third party(ies). In case of transfer of rights of space in the name of third party, the Allottee shall indemnify NBCC from any claim(s), charges by the third party on NBCC. This transfer shall however be on payment of 2% of the sale value (as sold by NBCC) of the built-up space to NBCC and clearance of upto date dues including interests etc., if any.

Any claim of third party as a result of any court/statutory/executive order including expenses in defending the same at all the times shall be borne and paid by Allottee alone without any liability on NBCC and the Allottee shall keep NBCC indemnified against any such claim demand etc.

The Allottee shall have no claim on NBCC in case transfer of space/agreement in favour of third party nominated by Allottee cannot be affected by NBCC due to

any reasons whatsoever. All such transfers of the space shall be with the approval of the competent authority.

Transfers made after execution of sub lease deed shall however, not be governed by this clause.

3.14 STAMP DUTY

The sale is not exempted from payment of stamp duty and the stamp duty and all other taxes, charges, expenses etc. are to be borne by the Allottee alone for registration of the Lease agreement to sell and / or Sub-lease Deed etc. as the case may be.

3.15 COMPLIANCE WITH STATUTES REGULATIONS

Purchaser shall comply with all statutory provisions, rule & 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, ordinance or other Statute, or any regulation or by law of any local or other duly constituted authority.
- ii) The rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way.

3.16 JURISDICTION

The matters arising out of this sale/ bid document/application and subsequent agreement shall be subject to jurisdiction of Courts of Delhi/ New Delhi.

3.17 MISREPRESENTATION/FRAUD/BREACH OF TERMS AND CONDITIONS

If it is discovered at any point of time that the applicant has purchased the property by suppression of any fact or misrepresentation or fraud or if there is any breach of the conditions or violation of any of the terms of the sale deed, lease deed, local bye-laws, statutory laws, in that event the sale of space may be cancelled by the NBCC and the application money and other amounts paid by the applicant shall be forfeited and NBCC shall re-enter the building and take over possession of the same from the applicant. In such an event, applicant will not be entitled to any compensation whatsoever, or refund of any amount paid by him and NBCC at its sole discretion shall proceed with resale of the property.

3.18 AMENDMENT IN OFFER DOCUMENT

Any time, NBCC for any reason, whether on its own initiative or in response to a clarification requested by a prospective applicant, may modify the offer document by corrigendum/amendment.

The corrigendum/amendment shall be uploaded on website of NBCC www.nbccindia.com. The bidders are advised to visit the NBCC's website for this purpose regularly.

3.19 DOCUMENTS

All the documents and or references contained in the offer document including Lease Deed between NBCC & JDA are complimentary to each other and are binding on the allottees. In case of any contradiction and/or ambiguity, the same shall be interpreted solely by NBCC. The decision of NBCC in this regard shall be final & binding.

3.20 STRUCTURAL SOUNDNESS

The quality control of the works has been / is being implemented by NBCC as per approved quality norms and approved plans. However, it is the responsibility of the Allottee to ensure structural soundness of the construction while taking up any modification works in the space allotted/sold to the Allottee.

3.21 PROPERTY TAX

The allottee of the space shall have to deposit the proportionate share of the property tax for the built-up space purchased by it directly to Jaipur Development Authority (JDA). The liability of allottee to pay property tax shall start w.e.f. the date of allotment of the built-up space. The buyer shall keep NBCC indemnified against any claim in this regard.

3.22 FINANCIAL TERMS

- a) If any statutory charges are levied, or if any existing charges are enhanced with retrospective effect after the date of acceptance letter, by Jaipur Development Authority or any other local/Central Govt. body towards house tax, property tax or any other taxes, levies or charges, the same shall be borne by the space buyers. House tax will be payable by each space buyer to Jaipur Development Authority.
- b) If any charges are levied by Jaipur Development Authority or any other local/ central Govt. body towards ground rent, vacant land tax/house tax (property taxes) or any other taxes, levies or charges respectively the same shall be borne by the space buyers irrespective of the fact that the buyer is not enjoying any benefit of the space signs it has not been completed. House tax will be payable by each space buyer and consolidated demand is made by Jaipur Development Authority then in that event each space buyer will pay the proportionate share to the builders on the basis of area of space or the annual letting value as the case may be.
- c) Cost towards electrical fixtures such as fans, lights is not included in the cost of space. The space buyers shall install such fixtures inside their space at their own cost. NBCC had installed electrical fixtures in common area as per the requirement ascertained and finalized by NBCC only. The cost towards such fixtures shall be deemed to be included in the rates to be offered to by space buyers. The subsequent replacement of fixtures in common areas shall be done by the agency maintaining the complex and from the maintenance charges etc.

- d) The cost on account of security deposit paid/payable to JDA or any other electric company acting on behalf of JDA etc. shall be borne by the space buyers on pro-rata basis and is payable in addition to price quoted in the offer document.
- e) NBCC shall charge 5% towards handling charges on the payments made to JDA on behalf of space buyers over and above the principle amount payable to these authorities. The space buyers shall have to make such payments to NBCC within 15 days of raising the bills along with handling charges on the space buyers. The delay in making the payments after 15 days of raising the bills shall attract penal interest @15% P.A. compounded half yearly. The service tax, if any, shall be borne by the buyer of space.
- f) The buyer of space, in case of any subsequent buyers sale/ purchase of sale/office space etc. shall be bound by the following clauses in addition to above.
- The NBCC hereby also conveys along with the said premises unto the buyers, the right to use all common amenities, facilities and conveyances like all open spaces, lobbies passages, stair cases, ways, drainages, water, sewers etc. of the whole of the building.
 - The buyer shall maintain at their own cost the said premises in good condition state and repair all the time and shall abide by all bye-laws, rules and regulations of the Government, Jaipur Development Authority and / or any other authorities and local bodies and shall attend answer and be responsible for all deviation, violation of any of the conditions or rules or bye-laws.
 - The buyers hereby covenant to keep the said premises, walls, and partition walls, 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 buyers shall not use the said premises for any purpose, which may or is likely to cause nuisance or annoyance to occupiers of other premises in the building or to the owner or occupiers of the neighbouring properties or for any illegal or immoral purposes.
 - The buyers shall not store in the said premises any goods of hazardous or combustible nature or which are so heavy as to affect the structure of the said building.

3.23 MAINTENANCE

Maintenance of the entire complex (common areas/ services) shall be with NBCC. All allottees shall have to sign the standard maintenance agreement with NBCC before taking over possession of the space. The clauses of the Maintenance Agreement shall not be altered at the request of any buyer. Maintenance charges shall be applicable from the date of handing over of physical possession of 20% of the saleable area, till then only essential common services shall be made functional in the complex i.e. excluding

backup power, etc. and no maintenance charges shall be collected/ apportioned for this period. No such common services shall be available for carrying out interiors by the allottees. After handing over of physical possession of 20% of the saleable area, the maintenance charges shall be applicable to all the Allottees including those, who may not be using the space but have purchased the same.

Maintenance charges for Two years shall have to be paid in advance alongwith the balance dues before taking over possession of the space. Thereafter the maintenance charges shall be payable in advance on quarterly basis, whether demanded or not. Delay in making payment of maintenance charges shall attract 15% simple interest for delayed payment. On completion of every two years of maintenance period, there shall be an increase of 10% (Ten Percent) in maintenance charges on last applicable charges. Applicable Maintenance charges payable by the allottees for purchase of space shall be as under

For all Shops/ offices	Rs 5 per sft. on saleable area (plus applicable service tax) per month.
------------------------	---

After entire complex is sold out, NBCC at its sole discretion may handover the Maintenance of the complex to the Maintenance Agency constituted by allottees.

The above maintenance rate includes the cost of the followings;

- i. 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).
- ii. Security of common areas.
- iii. Upkeep of common toilets.
- iv. Cleaning of common areas.
- v. Running and operation of common area lighting, services such as fire fighting, lifts, DG sets (as per above timings), etc.,
- vi. Replacement of damaged parts of the common services such as DG, Fire fighting equipments, pump, substation etc.
- vii. Insurance premium for equipment only.
- viii. Running and operation of DG sets (as per above timings).

The followings are not included in the maintenance charges: -

- i. Power consumption
- ii. Consumable including annual maintenance of DG set.
- iii. Additional charges for obtaining additional load from local electric authority.

NOTE:

In case of major breakdown in DG sets/lifts/fire fighting/pumps/STP etc. due to acts of God or Terrorist activity or natural calamity or fire etc. the cost of repairs / replacement of damaged equipment shall have to be proportionately borne by all the allottees of the building.

In case any allottee(s) do/does not wish to avail certain common maintenance services then no rebate in maintenance charges shall be given to such allottee(s). In case the services of any particular activity under maintenance remain disrupted due to what so ever reason, even then no concession on this account shall be admissible.

The maintenance charges, is for running the common services during working days i.e. excluding all Sundays and Gazetted holidays (Gazetted holidays limited to 10 Nos as may decided by maintenance agency/NBCC).

NBCC / Maintenance agency shall also charges from the buyers fuel charges & running operation/ maintenance of the DG set on proportionate basis. In case any allottee requires the above facilities in the period other then as specified above then the same shall be provided on 24 hrs advance request of the allottee subject to advance payment and its feasibility.

The additional charges shall be as under:

Description	Rate* (Rupees)
Running of DG	500/- per hour (Excluding fuel charges)

*The above charges are subject to revision after completion of two years of Maintenance

* The electricity charges for internal consumption i.e. within the shops/office shall be borne by the purchasers only.

* The purchaser shall at their own cost maintain their lockable areas/usable areas.

* If the space buyer defaults in making Maintenance Charges within 7 days of raising the bills of the services provided on Holidays then the due charges shall attract interest @ 15% P.A. for the delayed period and NBCC or the Maintenance Agency shall have the right to refuse providing maintenance services on Holidays etc. to such space buyers. It shall be NBCC's endeavour to handover maintenance of the complex to the elected body of occupants (RWA). NBCC can handover the maintenance to such Body at any time as may be decided by the Body. The buyers will be required to give their consent for formation of Maintenance Body at the time of signing of Maintenance Agreement. The RWA shall necessarily be represented by the occupants of office as well as shopping space. NBCC shall handover the balance amount pertaining to balance period to the Body. NBCC shall not part with interest earned/accrued on the Maintenance charges received from space buyers, with RWA.

NBCC shall also pay the maintenance charges of the office/ shopping area retained by it and shall sign a Maintenance Agreement with the Body (RWA).

NBCC at its discretion may continue to maintain the complex with the consent of space buyers, in that case NBCC shall review the maintenance charges payable by the space buyers.

3.24 PAYMENT SCHEDULE

S.No.	Description	Amount payable
1	Application Money	10% of the basic sale price
2	First Instalment payable within 30 days of allotment	15% of the basic sale price (alongwith applicable taxes)
3	Second Instalment payable within 60 days of allotment	25% of the basic sale price (alongwith applicable taxes)
4	Third Instalment payable within 90 days of allotment.	25% of the basic sale price (alongwith applicable taxes)
5	Fourth Instalment payable within 120 days of allotment.	20% of the basic sale price (alongwith applicable taxes)
6	On Possession (i.e. within 30 days from offer of possession)	5% of the basic sale price Plus 100% cost of car parking, allied charges & other balance if any (alongwith applicable taxes)

Note: The stamp duty, registration charges, VAT and any other statutory charges/dues as levied by the Central Government/State Govt. /Local Bodies shall be payable extra.

Any delay in release of amount as above shall attract simple interest @ 15% PA of delayed amounts. In case the applicant pays the instalment amount and holds the accrued interest amount then the accrued interest shall also carry a compounding interest @ 15% per annum for the delayed period from the date of accrual of interest (i.e. the date of payment of that Particular instalment).

3.25 WITHDRAWAL OF APPLICATION/ CANCELLATION OF BOOKING

Applicants are free to withdraw their applications and cancel their booking at any time after allotment but before handing over possession of built-up space. The amount paid by the allottee shall be refunded without any interest, after deduction of administrative charge at the following rates:

i)	Withdrawal of application before allotment	Rs. 2 Lakh shall be deducted from application money as administrative charges
ii)	Within 60 days w.e.f. the date of allotment	1% of total sale price of built-up space & Parking Slot (excluding allied charges such as maintenance, documentation charges, electricity connection charges etc. Plus applicable service tax.)
iii)	Beyond 60 days w.e.f. the date of allotment	2% of total sale price of built-up space & Parking Slot plus applicable service tax.

In case of withdrawal/ cancellation of the space, refund of applications amount shall be normally made within 30 days from the date of withdrawal/ cancellation of the application at the registered postal address only. It is further clarified that no claims for any damages shall be tenable in the event of cancellation of the allotment and NBCC shall proceed with resale of built-up space at its sole discretion.

3.26 COMMON AREAS

Although common areas are charged to in the super area calculations, for this built up space, all the users / occupiers of the building have equal right to use this common space. The successful bidder shall not have any exclusive right of such common spaces and shall in no way encroach / block such common spaces.

3.27 SUPER AREA

The super area includes entire covered area on respective floor including common area on the particular floor plus the proportionate share of common areas such as; Passage, Staircase, Lifts, Lift Lobbies, Substation, DG Room, Electric/ Fire Control Room, Pump Room, Underground Water Tank, AHU rooms, attached architectural projections/ covered balconies etc. The bidders are required to satisfy themselves about the location of the plot, saleable area corresponding usable areas, title of the land, statutory approvals and other details before submission of application for purchase of space in the Complex.

3.28 STRUCTURAL CHANGES

The Allottee will not make any structural additions / alterations in the space or other part of the building without written permission from the concerned authorities. The Allottee shall not make any changes in the external facade or external colour scheme of the building. The allottee shall be solely responsible for all deviations, violations of any of the conditions or rules or bye laws of local,

State, Central Govt. Authorities and shall be responsible for structural, fire and other safety measures at all times after handing over of the premises to the Allottee by NBCC. The Allottee shall use the offices/retail space only for the purpose which is permissible by local bodies and shall not use the said premises for any purpose which may or is likely to be cause nuisance or annoyance to neighbouring properties or for 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.

3.30 HANDING OVER:

The physical possession of the built up space can be handed over to the buyer for carrying out interiors etc. prior to obtaining of the post construction approvals from statutory authorities but subject to release of balance sale consideration amount alongwith all other dues. The buyer of space can start functioning from the premises purchased, only on getting the final possession i.e. with all the statutory post construction approvals from various authorities.

3.31 SERVICE TAX & VAT

Service tax, VAT on the built-up space, as per rules of the Government, as applicable, shall be payable extra by the allottee at such rates, terms & conditions which may be applicable at any given time.

3.32 NBCC shall endeavour to give the possession of space within 06 months from the date of allotment letter.

The Applicant agrees that if, however, the completion of the Said Complex is delayed due to force majeure (such as acts of god or the public enemy, expropriation, compliance with any order or request of Government authorities, acts of war, rebellions, sabotage, fire, floods, illegal strikes, or riots etc.), then NBCC shall be entitled to extension of time for delivery of possession. NBCC agrees to pay to the allottee and subject to the Applicant not being in default under any terms of this Application / Agreement, compensation @ Rs. 2/- per Sft of the saleable area of allotted space per month for the period of such delay beyond six month (plus valid extended period due to force majeure reasons) from the stipulated date of completion of the complex. Thus the compensation, if any, shall be payable only after 24 months plus valid extension due to force majeure reasons from the date of allotment. The adjustment of such compensation shall be done only at the time of execution of sale deed of the allotted space.

MISCELLANEOUS CONDITIONS

- a) The NBCC hereby also conveys along with the said premises unto the buyers, the right to use all common amenities, facilities and conveyances like all open spaces, lobbies passages, stair cases, ways, drainages, water, sewers etc. of the whole of the building.
- b) The buyers hereby covenant to keep the said premises, walls, and partition walls, 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.

- c) The buyers shall not use the said premises for any purpose, which may or is likely to cause nuisance or annoyance to occupiers of other premises in the building or to the owner or occupiers of the neighbouring properties or for any illegal or immoral purposes.
- d) The buyers shall not store in the said premises any goods of hazardous or combustible nature or which are so heavy as to affect the structure of the said building.
- e) The cost towards area, if utilized in expansion of services provided or for adding new proposed services, will be charged from the allottee in proportion to the area allotted along with the capital cost of such additional / modifications.
- f) If any charges are levied, or if any existing charges are enhanced with retrospective effect after the date of acceptance letter, by JDA or any other local / central govt. body towards vacant land tax / house tax / property taxes or any other taxes, levies or charges, the same shall be borne by the space Allottees.
- g) All betterment charges or development levies, if any, charged by Govt. or local authorities shall be borne by the Allottee in proportion to the area acquired.

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)
(4) _____ (Name of 4th partner) hereby authorize

Sh. _____ (Name of lead partner) to act as lead partner to sign the offer document, to make payments and conclude the sale on our behalf as per provisions of offer document at NBCC Center, Sahkar Marg, Jaipur.

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

We further ratify & confirm and agree that the built-up space allotted to us shall not be sub-divided by us.

In witness whereof those present have been signed by us onth day of2017

1) (1st partner)

2) (2nd partner)

3) (3rd partner)
.....

4) (4th partner)

