



NBCC (INDIA) LIMITED

**OFFER DOCUMENT FOR SALE OF SHOPS
AT
NBCC TOWN, KHEKRA (PHASE-I),
BAGHPAT, UP**

ON FIRST COME FIRST SERVED BASIS

NIT NO: NBCC/CGM/REM/2017/

CHIEF GENERAL MANAGER (REAL ESTATE MARKETING)

NBCC (INDIA) LTD
(A GOVT.OF INDIA ENTERPRISE)
**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 Govt. of India Enterprise)

**SALE OF SHOPS AT NBCC TOWN KHEKRA (PHASE-I),
BAGHPAT, UP
INDEX**

Sl. No.	DESCRIPTION	Page Nos / Reference
1	SALEABLE SUPER AREA & BASIC SALE PRICE (ANNEXURE-I)	03
2	APPLICATION FORM (ANNEXURE -II)	04-06
3	ACCEPTANCE LETTER (ANNEXURE-III)	07
4	INSTRUCTIONS TO APPLICANTS (ITA)	08-09
5	GENERAL TERMS & CONDITIONS	10-18
6	AUTHORIZATION & UNDERTAKING (ANNEXURE-IV)	19

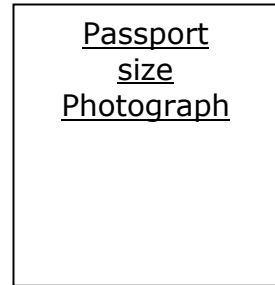
ANNEXURE-I

LIST OF AVAILABLE SHOPS WITH BASIC SALE PRICE

S.NO.	SHOP NO	FLOOR	SALEABLE	BASIC SALE PRICE
			AREA IN SFT.	RS/SFT.
1	Shop-6	Gr. Floor	219	5600
2	Shop-7		219	5600
3	Shop-8		266	5600
4	Shop-9		281	5600
5	Shop-10		1379	5600
			2364	
6	Shop-17	First Floor	307	3700
7	Shop-18		252	3700
8	Shop-19		252	3700
9	Shop-20		307	3700
10	Shop-21		324	3700
11	Shop-22		334	3700
12	Shop-23		768	3700
			2544	
TOTAL	Gr. Floor+First Floor		4908	

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

APPLICATION FORM



This form is to be submitted by the intending applicant along with an amount equivalent to 15% of sale price fixed by NBCC MHG JV for the shop opted as application money (as per annexure I) 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 :.....
7. Age :.....
8. Full residential address :.....
:.....
:.....
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.:
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 :

I/We the undersigned hereby apply to NBCC-MHG JV for allowing me/us for the booking/allotment of built up space at NBCC Town, Khekra (Phase-I), Baghpat, 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 am/are legally bound to purchase the built up space as mentioned in the lot at the price 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-MHG JV shall without prejudice to any other right or remedy be at liberty to deduct the amount as per the cancellation charges mentioned in the offer document.

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

ANNEXURE-III

ACCEPTANCE LETTER

(TO BE ENCLOSED IN ENVELOPE – 1 ALONGWITH EMD)

To,
The Chief General Manager (REM)
National Buildings Construction Corporation,
NBCC Place, Pragati Vihar,
Bhisham Pitamah Marg,
New Delhi-110003

Sir/Madam,

ACCEPTANCE OF TERMS & CONDITIONS OF SALE

The offer document containing terms & condition for sale of built-up shops at NBCC Town, Khekra (Phase-I), Baghpat, UP has been downloaded by me/us from website of NBCC. I/We hereby unconditionally accept the terms & conditions and offer document in its entirety.

Yours faithfully

(Signature of Applicant)

Date:

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

2.0 INSTRUCTIONS TO APPLICANTS (ITA)

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 (**Annexure – II**) with complete offer document/formats duly filled in, signed and stamped on each page by applicant, cutting or over-writing, if any, shall be signed and stamped by the authorised person.
- 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.
- Any other information as required.
- **Incomplete form is liable to be rejected.**

2.2.0 ACCEPTANCE / REJECTION OF THE OFFER

The acceptance of the offer shall be at the sole discretion of the NBCC-MHG JV, even if amount equivalent to 15% of the highest bid has been remitted by the applicant as application money and NBCC-MHG JV does not bind itself to confirm to the applicant & reserve its right to reject all or any of the offer without assigning any reasons, whatsoever and the decision of the competent authority of NBCC-MHG JV in this regard shall be final and binding to the bidders. In case of cancellation of offer or offer is not accepted by the Competent Authority of NBCC-MHG JV, the Deposits of the highest bidder, shall be refunded without any interest within **15 days** of the rejection of the offer.

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

The allotment-cum-demand letter will be issued by NBCC-MHG JV to the allottee after acceptance of the offer 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.

2.4.0 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 offer and allotment etc, the same shall be interpreted solely by NBCC-MHG JV and shall be final and binding on the Allottees.

2.4.1 The balance area on 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.

3.0 TERMS & CONDITIONS OF SALE

3.1 GENERAL

NBCC entered into a Joint Venture agreement with M/s Mahavir Hanuman Realtors Pvt. Ltd. On 10th June, 2009 for undertaking development of a Residential complex in an unincorporated joint venture by the name of NBCC-MHG-JV in a plot 16.26 acres at Delhi-Saharanpur Highway, Khekra, UP.

Drawings were approved by the local authorities vide letter no. 154/4 (B. Control) 2000 dated 09.09.2010. M/s Aggarwal Designer Pvt. Ltd. Is the consulting architect of the proposed project.

LOCATION

The said property is located in Khekra, Baghpat, on Delhi-Saharanpur Highway, approx. 14 kms from Loni Border on Baghpat Road (U.P.). Subject site enjoys excellent and visibility from main Delhi-Saharanpur Highway which further connects it to prominent urban centres of NCR and north India.

3.2 SALEABLE AREAS

As per Annexure I

3.3 SALIENT FEATURES OF THE BUILDING

- The building is commercial complex.
- The Shops are ready to be occupied.
- The building comprises of G+1 structure.
- The shops are located on the ground & first floor of the building.
- Subject property enjoys excellent frontage & visibility alongwith Delhi-Saharanpur Highway.

3.4 CURRENT STATUS OF THE PROJECT

The project is complete in all respects. However the built up space is proposed to be sold on "As is where is" and "as is what is" basis. The bidder before submitting its offer for purchase of built up space should verify and satisfy himself regarding the extent of work, quality of work,

facilities available, title of the property, built up area, saleable area and super area etc.

3.5 NAME OF THE BUILDING

The name of building shall be **"NBCC Town"** Ph – I. The successful 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-MHG JV) and only on the front of his shop / office 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 shop purchased by the buyer.

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

3.7 INSPECTION OF SITE & DOCUMENTS

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

3.8 CLARIFICATIONS

The applicant requiring any clarification on the offer document may notify NBCC-MHG JV 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-MHG JV shall try to send the clarifications on e-mail address of the intending bidder however, if the applicant submits the complete filled and signed document then it shall be presumed that no query of the applicant remain unanswered, even if no reply has been sent by NBCC-MHG JV.

3.9 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).

3.10 VALIDITY

The offer shall be valid upto **07.08.2017**, however NBCC-MHG JV may withdraw this offer without any notification.

3.11 TRANSFER OF PROPERTY RIGHTS

Till execution of conveyance deed, on specific request of the Allottee, NBCC-MHG JV 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-MHG JV from any claim(s), charges by the third party on NBCC-MHG JV. This transfer shall however be on payment of 3% of the sale value (as sold by NBCC-MHG JV) of the built-up space to NBCC-MHG JV 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-MHG JV and the Allottee shall keep NBCC-MHG JV indemnified against any such claim demand etc.

The Allottee shall have no claim on NBCC-MHG JV in case transfer of space/agreement in favour of third party nominated by Allottee cannot be affected by NBCC-MHG JV 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 conveyance deed shall however, not be governed by this clause.

3.12 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 Agreement to sell.

3.13 COMPLIANCE WITH STATUTORY 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.

3.14 JURISDICTION

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

3.15 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 conveyance deed, lease deed, local bye-laws, statutory laws, in that event the sale of space may be cancelled by the NBCC-MHG JV and the application money with other amounts paid by the applicant shall be forfeited and NBCC-MHG JV 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 earnest money or any other amount paid by him and NBCC-MHG JV at its sole discretion shall proceed with resale of the property.

3.16 AMENDMENT IN OFFER DOCUMENT

Any time prior to the last date for submission of offer document, NBCC-MHG JV for any reason, whether on its own initiative or in response to a clarification requested by a prospective bidder, 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.

3.17 DOCUMENTS

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

3.18 STRUCTURAL SOUNDNESS

The quality control of the works has been / is being implemented by NBCC-MHG JV 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.

3.19 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 Baghpat-Baraut-Khekra Development Authority (BBKDA). 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-MHG JV indemnified against any claim in this regard.

3.20 TERRACE RIGHTS

Even after execution of the Conveyance deed in favour of the allottee, NBCC-MHG JV 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-MHG JV only and such additional structures and storey(s) shall be sole property of NBCC-MHG JV 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-MHG JV 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 the price of the space agreed to be sold to them and/or to any compensation or 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 storey(s) etc. Shall however be borne by NBCC-MHG JV. NBCC-MHG JV or its Associate reserves the right to use or dispose off the terraces and the space so constructed at its discretion without any hindrance or any interference from allottee(s).

3.21 PAYMENT SCHEDULE

S.No.	Description	Amount payable
1	Amount payable alongwith the application form	15% of the sale price of the shop opted as per annexure-I
2	Within 90 Days of issuance of allotment-cum-demand letter	85% of the sale price (alongwith applicable service tax on total sale value, if applicable.) and other charges etc if any.

In case the payment at Sl No. 2 is not released within the stipulated period then 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).

3.22 MAINTENANCE

NBCC-MHG JV shall by itself or through its nominee, maintain the common areas and facilities of complex. All the allottees shall have to sign the standard maintenance agreement with NBCC before taking over of possession of the space. The clauses of the Maintenance Agreement shall not be altered at the request of any buyer. Maintenance charges **as per actual** shall be borne by the allottee and will be applicable from the date of handing over of the physical possession of 20% of the saleable area, till then only essential common services shall be made functional in the complex 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 space but have purchased the same.

3.23 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.

3.24 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)	Within 90 days w.e.f. the date of allotment	2% of total sale price of built-up space excluding allied charges such as maintenance, documentation charges, electricity connection charges etc. plus applicable service tax.
ii)	Beyond 90 days of allotment	5% of sale price of built-up space plus applicable service tax.

In case of non payment or part payment against S.I. No. 2 of payment schedule, refund shall automatically affected after expiry of 180 days from the date of allotment letter by deducting cancellation charges as above. All refunds to non-resident Indians (NRI)/ foreign citizens of Indian origin shall however be made in Indian Rupees.

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-MHG JV shall proceed with resale of built-up space at its sole discretion.

MISCELLANEOUS CONDITIONS

- a) 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-MHG had installed electrical fixtures in common area as per the requirement ascertained and finalized by NBCC-MHG 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.

- b) The buyer of space, in case of any subsequent buyers sale/ purchase of shops and office space etc. Shall be bound by the following clauses in addition to above.
- c) The NBCC-MHG 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.
- d) 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, BBKDA 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.
- e) 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.
- f) 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.
- g) 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.
- h) 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.
- i) If any charges are levied, or if any existing charges are enhanced with retrospective effect after the date of acceptance letter, by BBKDA 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.

- j) 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 bid offer document, to make payments and conclude the sale on our behalf as per provisions of offer document at NBCC-MHG JV Commercial complex at NBCC Town, Khekra (Phase-I), Baghpat, UP .

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-MHG JV 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-MHG JV. We herewith confirm that in this eventuality we (individually or collectively) shall have no right or lien on space / property & NBCC-MHG JV 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 of2016/17

1) (1st partner)
.....

2) (2nd partner)
.....

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

4) (4th partner)
.....

