



**SALE OF BUILT-UP SPACE (OFFICE & RETAIL)**  
**IN**  
**NBCC-CENTRE, OKHLA (PHASE-I), NEW DELHI**  
**ON FIXED RATES**



**CHIEF GENERAL MANAGER (REAL ESTATE MARKETING)**  
**NBCC (INDIA) LIMITED**  
(A Navratna CPSE)  
**NBCC PLACE, PRAGATI VIHAR, BHISHMA PITAMAH MARG, NEW DELHI-110003.**

Telephone No.:- 011- 46990020, Web: [www.nbccindia.com](http://www.nbccindia.com)

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**ANNEXURE-I**

NBCC (INDIA) LIMITED  
(A Navratna CPSE)

APPLICATION FORM

AFFIX  
PHOTO OF  
FIRST/SOLE  
APPLICANT

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

The particular of the Applicant(s) are given below for NBCC reference and record.

**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 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)  
YES..... NO....
5. Name of the authorised signatory of the Firm/Lead member  
Mr. /Mrs. /Ms.....Designation.....
6. Name of Father/Husband of the Applicant Mr .....
7. Nationality.....Age (as on 01.01.2017)..... Year .....Months.....  
.....

8. Full residential Address.....  
.....
9. Correspondence Address .....  
.....  
.....
10. Address of consortium partners .....  
.....
11. Permanent account number of the purchaser.....
12. Contact Numbers Mr. /Mrs. Ms.....  
Office :.....Res.....  
FAX.....(M):..... E MAIL ID .....
13. Details of application money.....  
Amount ..... DD/PO No.....  
Name of Bank .....Date .....
14. Details for refund of amount  
Name of the Bank .....  
Branch (Name/Address).....  
Account Number of the Applicant.....  
RTGS Code of the bank .....  
Name of the branch and its address.....
15. Preferable office/Floor/Area.....

I/We the undersigned hereby apply to NBCC for allowing me/us for the booking/allotment of built up space at NBCC Centre, Okhla Phase-I, New Delhi.

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. 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 said application 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 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 application form 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, wherever applicable shall also be furnished with the application form.

**Authorization & Undertaking**

(On Non Judicial stamp paper of Rs. 100)

Name of 1st Partner.....

Name of 2nd Partner.....

Name of 3rd Partner.....

Name of 4th Partner.....

hereby Authorize Mr..... (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 Centre, Okhla Phase-I, New Delhi.

We do ratify & confirm and agree to ratify & confirm that all the acts, deeds things done by

M/s .....(Lead Partner)

in respect to above offer shall be binding on us. We shall be jointly & severally responsible for fulfilling the offer conditions, addendum(s) etc. It is clearly understood by us that in case of default of any condition by any of us, NBCC at its sole option can cancel the booking/allotment and refund the deposited amount after deducting cancellation charges as mentioned in offer documents. 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 on .....th day of .....-

- 1<sup>st</sup> Partner .....
- 2<sup>nd</sup> Partner .....
- 3<sup>rd</sup> Partner .....
- 4<sup>th</sup> partner .....

**ACCEPTANCE LETTER**

(TO BE ENCLOSED IN ENVELOPE ALONGWITH APPLICATION MONEY)

To

**Chief General Manager**(Real Estate Marketing)  
NBCC (INDIA) LIMITED,  
NBCC Place, Pragati Vihar,  
Bhishma Pitamah Marg,  
New Delhi-110003.

Dear Sir,

**ACCEPTANCE OF TERMS & CONDITIONS OF SALE**

1. The offer document containing terms & condition for sale of built-up Office space in NBCC Centre, Okhla, Phase-I, New Delhi has been downloaded by me/us from website of NBCC. I/We hereby unconditionally accept the terms & conditions and offer document in its entirety.
2. The required application money for booking / allotment of built-up space in the NBCC Centre is enclosed herewith.

Yours faithfully,

Date:.....

**(Signature of the Applicant)**  
(With rubber stamp)

**NBCC (INDIA) LIMITED**  
(A Govt. of India Enterprise)

**INSTRUCTIONS TO APPLICANT / APPLICANTS**

**2.0.0 ELIGIBILITY**

- i) The applicant can be individual, group of individuals or 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) NBCC may also consider the offer submitted by a consortium of individual/companies. The numbers of consortium partners should not exceed **four**, out of which one should be the lead partner. The lead partner should be an Indian individual or Indian company/entity. An undertaking is to be signed by all the consortium members in favour of the lead partner, as per format placed at **Annexure-II**. However, no change in the consortium structure shall be allowed till the completion of all the formalities of transfer of the office in the name of the applicant subject to acceptance of the offer by NBCC. If there is any change in the consortium structure, NBCC reserves the right to cancel the allotment and / or acceptance letter and forfeit the application money and other amounts deposited with NBCC and proceed with the re-sale of the property at NBCC's discretion.
- iv) Individual or any company can submit the application form in the individual capacity, but cannot participate as a member/ partner in any other consortium formed with other individual or companies for submission of application form for purchase office space in the said complex. If at any time it surfaces that this provision has been violated, NBCC at its discretion shall forfeit the application money, any other amounts deposited with NBCC and proceed with resale of the property at its discretion.
- v) 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.
- vi) FDI as per latest notification of the Govt. of India.

**2.1.0 MODE OF SUBMISSION OF APPLICATIONS**

The offer documents such as undertakings, application etc. is to be submitted in a sealed cover.



This ENVELOPE shall contain the following:

- Application form (**Annexure - I**)
- Application money as per application form & clause 2.2.0 of application form.
- Acceptance letter for un-conditional acceptance of the conditions as per Performa placed at **Annexure-III**.
- Authorization letter and undertaking as per **Annexure-II**, in case of a Consortium.
- Complete Offer / Application documents duly filled in along with brochure, signed and stamped on each page by applicant, cutting or over-writing, if any, shall be signed and stamped by the authorised person.
- Copy of power of attorney / partnership deed, duly attested by Notary Public in favour of authorised signatory. In case the offer is from a firm / company
- Any other information as required.
- Incomplete form submitted by the applicants shall be rejected.

This Envelope shall be marked as:

**"APPLICATION MONEY, CONDITIONS OF SALE & ACCEPTANCE LETTER" FOR SALE OF BUILT-UP SPACE FOR OFFICE AT NBCC CENTRE, OKHLA (PHASE-I), NEW DELHI - 110020**

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

- 2.1.1 Applicants/Applicants fulfilling the eligibility criteria i.e. un-conditional acceptance of the conditions of sale and deposition of the required Application Money shall only be considered. Incomplete applications shall be rejected.
- 2.1.2 The allotment shall only be made as per the details/rates mentioned in annexure-IV.
- 2.1.3 Once the applicant has given an unconditional acceptance to the terms & conditions in its entirety, he is not permitted to put any remark(s) /conditions(s) in the Application/forms/proformas/offer etc. at any stage.
- 2.1.4 In case the conditions 2.1.3 mentioned above is found violated at any time, the offer shall be summarily rejected and NBCC shall, without prejudice to any other right or remedy, shall forfeit the full application money absolutely.

## **2.2.0 APPLICATION MONEY DEPOSIT**

Application Money, as per application form is required to be deposited in the form of Demand Draft/Pay Order/Banker's Cheque in favour of "NBCC (INDIA) LIMITED" payable at New Delhi. Application money in any other forms shall not be accepted.

2.2.1 The application money of the unsuccessful applicant will be refunded without any interest, within 30 (Thirty) days of rejection of offer.

2.2.2 No interest will be payable by the NBCC on the application money amount

2.2.3 Application money of successful applicant shall be treated as part payment towards sale of built-up space and shall be adjustable in the consideration value as per details mentioned in the "payment schedule".

## **2.3.0 ACCEPTANCE / REJECTION OF THE OFFER.**

The acceptance of the offer shall be at the sole discretion of the NBCC.

## **2.4.0 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 offer by the competent authority. The allottee is required to deposit the balance offer 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 interest @ 18% per annum on delayed amount.

## **2.5.0 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 sale and allotment etc, the same shall be interpreted solely by NBCC and shall be final and binding on the Allottees.

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

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## **GENERAL TERMS & CONDITIONS OF SALE**

### **3.1 ELIGIBILITY**

The applicant should be any person, Group of persons, Non-resident Indian, firm, company, partnership firms, registered co-operative society, joint venture or consortium, Govt. / State Govt. and Public Sector Institutions / Govt. Autonomous Bodies etc. However, in case of application made by a minor, it should be through legal or natural guardian (in case of minor, age proof and name of natural guardian is required). The allottee should be citizen of India as per Indian Citizenship Act, 1955. However, citizens of Pakistan, Bangladesh, Afghanistan, Bhutan, Nepal and Sri Lanka shall not be deemed to be of Indian origin.

In case application is made in the name of Group/ Consortium (maximum four numbers) then, the application need to be submitted by a lead member on behalf of other members along with an undertaking by all the members (as per **Annexure-II**) authorising the lead member to act on their behalf.

In case the application is being submitted by a Firm / Company then an authorisation (power of attorney signed by functional directors) in favour of the signatory, to sign the application form, need to be submitted alongwith the Application.

### **3.2 LOCATION**

Plot No. 2 of Community Centre, Okhla (Phase-I), New Delhi is situated on Maa Anandmai Marg and is adjoining to Petrol Pump and Hotel Crowne Plaza. The said plot is earmarked for general Commercial and is freehold.

### **3.3 DOCUMENT**

The entire Application document containing terms & conditions and other related materials and allotment letter/demand letter etc are complimentary to each other and are binding on the applicant. In case of any contradiction and/or ambiguity in the document, the same shall be interpreted solely by NBCC. The decision of NBCC in this regard shall be final & binding on the applicant.

### **3.4 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, 25% area of exclusively attached terraces, 50% of exclusive attached architectural projections/ covered balconies etc. The applicants 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. 50% of the

available atrium area has been loaded on the shopping area and the maintenance agency shall be authorized to get installed Kiosk / stall in the atrium at places as per bye-laws only and the net rental revenues generated shall accrue to the maintenance agency and may also be used for the up gradation of the maintenance services / equipment.

### 3.5 **TERRACE RIGHTS**

Even after execution of agreement to sell / sale deed in favour of the Allottee, the NBCC will continue to have as before the right to make additions, raise storey or put up additional structures as may be permitted by Delhi Development Authority, Municipal Corporation of Delhi and other competent authorities as the terrace rights will remain with the NBCC only and such additional structures and storey shall be the sole property of the NBCC who will be entitled to dispose it off/use in any way NBCC 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. The NBCC shall be entitled to connect the electric, water, sanitary and drainage sources but at its (NBCC's) 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 storeys etc. shall however be borne by the NBCC.

### 3.6 **PARKING SLOTS**

Allotment of parking slots shall be done on possession of the building. Parking slots shall be allotted on slot basis and not on the area basis. The applicant may inspect parking plans in the office of Real Estate Division.

Basement is planned for services and parking spaces for cars & scooters/bikes. The parking slots for **three** numbers scooter/bike parking has been considered equivalent to **one car parking** slot. About 25% (rounded) of the total car parking slots allocated as per **Annexure-IV** shall be allotted in the shape of scooter/ bike parking slots.

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.

### 3.7 **SALIENT FEATURES OF THE BUILDING**

#### **GENERAL**

100% power back-up for common services and common areas, centrally air-conditioning, escalators, lifts, parking space in the basement etc.

## **EXTERNAL FACADE**

Structural glazing with reflective glass and ACP/Granite cladding shall be provided in the outer façade of the building as per drawings.

## **FLOORING & FINISHING**

Office shall be kept as bare-shell i.e. without flooring / finishing / fixtures / false ceiling / AC ducting etc. Floor finishing of common areas shall be mix of Marble, Granite, Kota Stone and Tile. The external partition wall for shops No. G-8, 108 and 208 shall not be constructed/build by NBCC. The same shall be erected/build by the buyer at its own cost.

## **TOILETS**

Common toilets at ground, First & Second floor shall be fully finished.

### **3.8 STATUS OF LAND**

The land is free hold. The allottee shall abide by the bye-laws and shall use the premises so purchased as per the permitted use only. The allottee shall not be allowed to run any business activity which is not permitted as per the usage attached to the land allotted by DDA to NBCC.

### **3.9 NAME OF THE BUILDING**

The name of building shall be **"NBCC CENTRE"**. The successful allottees shall not be allowed to change the name of the building at any time.

### **3.10 INSTALLATION OF SIGN BOARDS**

The successful allottee shall be allowed to fix the sign boards only of specified sizes and the specified location earmarked by NBCC.

### **3.11 COMMON AREAS**

The successful allottee shall not have any exclusive right of common spaces and shall in no way encroach / block common spaces such as corridors, lobbies, open spaces etc. The allottee shall have undivided proportionate share in the common areas and facilities within the said Complex only. As the share of allottee in the common areas and facilities is undivided and cannot be separated, the allottee(s) is/are and shall be obliged to use the common areas and facilities within the said Complex harmoniously along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them subject always to the timely payment of maintenance charges, dues, taxes and other liabilities.

### 3.12 EQUIPMENTS RELATED TO COMMON SERVICES

All the fixtures and equipments viz. Electric panels, Air Handling Units, Chillers, Lifts, Escalators in central atrium, pumps etc. shall be the joint property of allottees & NBCC (for only the unsold portion).

### 3.13 STRUCTURAL CHANGES

The allottee will not be allowed to 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 successful allottee shall be solely responsible for 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 successful allottee by NBCC. The allottee shall not use the said premises for any purpose which may or is likely to 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.

### 3.14 PAYMENT SCHEDULE (Applicable from 3<sup>rd</sup> January 2017)

SI No.	Description	Amount payable
1	Alongwith Application Form.	15% of the Basic Sale Price.
2	Within 60 Days of issuance of allotment-cum-demand letter.	35% of Basic Sale Price along with 100 % cost of parking spaces
3	Within 90 Days of issuance of allotment-cum-demand letter	25% of Basic Sale Price
4	Within 120 Days of issuance of allotment-cum-demand letter	25% of Basic Sale Price along with other balance /applicable amounts such as Documentation and Maintenance charges etc (with applicable taxes).

Any delay in release of amount as above shall attract simple interest @18% 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 @ 18% per annum for the delayed period from the date of accrual of interest (i.e. the date of payment of that particular instalment). However, in case(s), where the delay in making the payment of instalment is beyond 12 (twelve) months, then the allotment shall automatically stand cancelled and amount as per cancellation schedule shall be deducted without any notice & NBCC shall refund the excess amount without any interest and NBCC shall be free to book/sell the built up space to any other third party at any price finalised by it. NBCC shall however, not refund any component of the interest paid by the allottee on account of deferred payments of instalments etc. No separate notice(s) shall be issued to the allottee, for making balance payment of due instalments. All the allottees would however be required to pay entire balance sale consideration value along with allied charges & other

payable amounts in terms of the sale before taking physical interim or final possession of the space

- 3.15 All betterment charges or development levies, if any, charged by Govt. or local authorities shall be borne by the allottees in proportion to the area purchased. VAT and any other statutory charges levied by Government or concerned authority shall be payable as applicable.

### 3.16 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 (whether shops or offices or both), till then only essential common services shall be made functional in the complex i.e. excluding backup power, Air Conditioning, 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 **Five year** shall have to be paid in advance alongwith the balance dues before taking over possession of the space. However, **Central Government Departments** may have to pay maintenance charges for **one year** in advance. 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 18% simple interest for delayed payment. On completion of every five 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 are as under:

Sl No.	Description	Retail	Offices
1	Maintenance charges to be apportioned w.e.f. the date of handing over of 20% built up space.	Rs 20/- per Sft of saleable area/month plus service tax.	Rs 18/- per Sft plus service tax on saleable area/month.
2	After completion of Five years for next five years	Rs 22.00/- per Sft of saleable area/month plus service tax.	Rs 19.80/- per Sft of saleable area/month plus service tax.

After entire complex is sold out, NBCC at its sole discretion may handover the maintenance of the complex to the Joint Management Committee of the 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 10.00 AM to 11.00 PM (13 Hrs).
- ii) Air conditioning to the respective area shall be between 9.00 AM to 7.00 PM (10 Hrs) for offices and between 10.00 AM to 9.00 PM (11Hrs) for shopping.
- iii) Security of common areas.
- iv) Cleaning of common areas.
- v) Running and operation of common area lighting, services such as fire fighting, lifts, AC & DG sets (as per above timings), sewage treatment plant etc.,
- v) Fuel & Power consumed in running operation of DG, AC Plant, lifts, fire fighting, common area lighting, STP etc.
- vi) Replacement of damaged parts of the common services such as DG, AC, Fire fighting equipments, pump, substation etc.
- vii) Insurance premium for equipment only.

**NOTE:**

In case of major breakdown in Air condition unit/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 for offices, 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). However for shopping the common services shall be operated throughout the year (except for National Holidays).

NBCC / Maintenance agency may claim additional fuel charges, if the fuel (electricity/diesel) charges get increased by 100%. The additional charges shall be worked out on the average consumption of last 12 months.

In case any allottee requires the above facilities in the period other than 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:



SI No.	Description	Rate* (Rupees)
1	Running of AC	10,000/- per hour
2	Running of DG (upto 500 KVA)	2500/- per hour
3	Running of DG (Beyond 500 KVA)	5000/- per hour

- \* The above charges are subject to revision after completion of Five years of maintenance
- \* The electricity charges for internal consumption i.e. within the office areas or within the shop area shall be borne by the purchasers only.
- \* The purchaser shall at their own cost maintain their lockable areas/usable areas.
- \* NBCC shall provide all other services on Holidays on the specific request of the space buyer(s) subject to feasibility and NBCC or the Maintenance Agency shall charge actual cost plus 20% plus applicable taxes.
- \* 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 @ 18% 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 purchasers 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 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 but only after expiry of 10 years period of maintenance.

### 3.17 AGREEMENT TO SELL

- i) NBCC & the Allottee of space will sign an "Agreement to Sell" within 30 days of payment of 15% of sale consideration value to NBCC.

- ii) The Agreement to sell shall be executed with the allottee /transferee specifying therein all the terms and conditions related to the sale of property
- iii) Agreement to sell will be executed in New Delhi and will be subject to jurisdiction of the Court at Delhi/New Delhi.
- iv) All costs, charges, taxes, cess surcharges and expenses incidental to and in relation to the sale including the cost of incidental to the sale agreements and other writings, if required to be made in pursuance thereof, stamp duty, registration fee, other charges etc., shall be borne and paid by the allottee alone.
- v) The registration & documentation charges etc. shall be payable by successful allottee only.

### **3.18 PROPERTY TAX /WEALTH TAX**

The allottee of the space shall be responsible for making payment of property tax/Wealth Tax directly to MCD or to concerned statutory authorities w.e.f. the date of issuance of letter of Allotment by NBCC. The space buyer shall also be responsible for making payment of Vacant Land Tax to statutory authorities through NBCC on prorata to space purchased in the Complex w.e.f the date of issuance of Allotment Letter.

### **3.19 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 successful applicant/allottee alone on actual basis.

### **3.20 SERVICE TAX/VAT**

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

### **3.21 COMPLIANCE WITH STATUTORY (IES) REGULATIONS**

Purchaser shall comply with all statutory provisions, rule & regulations, bye-laws etc., in all respects, including paying all fees, taxes (existing/enhanced with retrospective effect) 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 in force from time to time.
- ii) The rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way.

### **3.22 MISREPRESENTATION/FRAUD/BREACH OF TERMS & CONDITIONS OF SALE**

If it is discovered at any point of time that the allottee has purchased the built-up space by suppression of any fact or mis-statement or misrepresentation or fraud or if there is any breach of the conditions of the offer document or violation of any of the terms of the sale deed, local bye-laws, statutory laws, then NBCC at its sole discretion may cancel the allotment and the entire amount paid by the allottee shall be forfeited. In such an event, allottee 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.

### **3.23 HANDING OVER:**

Possession of the built up space shall be handed over to the successful allottee/transferee on payment of total consideration value of the built up space along with interest charges, if any & other dues such as Maintenance Charges etc., as per terms of offer document to NBCC.

### **3.24 SCRUTINY, REJECTION AND REFUNDS**

- A. Incomplete applications or deficient in any respect and/ or not accompanied by the required remittance and/or relevant documentary evidence will be liable for rejection.
- B. Refund of application money to unsuccessful persons of Indian origin will be made in the following manner subject to RBI guidelines applicable at the time of refund;
  - i) If the application money has been paid out of non resident ordinary account of the applicant, refund of the application money together with interest will only be paid to that account.
  - ii) If the application money has been paid out of non resident external (NRE) account, refund will be made only to the NRE account with banks in India as indicated in the application form provided a banker's certificate of payment of application money out of the funds held in the applicant's name in any of the aforesaid accounts or documentary evidence of remittance of application money from abroad through normal banking channels are furnished to NBCC. The interest accrued on the application money shall, however, be credited to applicant's NRO account and under no circumstances, shall be remitted to NRE account.

### **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 cancellation charge at the following rates:

1.	Within 150 days w.e.f the date of allotment letter	5% of total accepted price of built-up space & parking slots (excluding allied charges such as maintenance, documentation charges, electricity connection charges etc.)plus applicable service tax.
2.	Beyond 150 days w.e.f. the date of allotment letter	15% of total accepted price of built-up space & parking slots plus applicable service tax.

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

### 3.26 **POSSESSION**

The building is completed and completion certificate of the building has been obtained. The allottees of space shall have to make payment of all balance instalments along with other dues to NBCC before taking Possession.

Force majeure shall, inter alia include non-availability or irregular availability of essential inputs, litigations, acts of God, delay in getting service connection, statutory approvals including completion/ occupancy certificate or such other reasons beyond the control of NBCC.

If NBCC is unable to hand over the built up space to the allottees due to force majeure then NBCC is not liable to pay any compensation to the allottee.

### 3.27 **TRANSFER OF BUILT-UP SPACE**

The requests for transfer of Built-up space, booked by the allottee, in favour of third party shall be considered only if the allottee has paid to NBCC the initial payment of 15% of total sale value of the premises booked with interest , if any, subject to the condition that the third party shall submit an affidavit on stamp paper duly notarised by the Notary Public that he shall adhere by all the conditions of booking / sale entered into with the original allottee and the transferee is eligible to enter into agreement for booking/ sale as per conditions laid down in the booking document as well as laws applicable/ prevailing in India. The format of such an undertaking shall be approved by NBCC.

### **3.27.1 TRANSFER FEE**

No transfer or alienation of interest of any nature whatsoever shall be permitted and recognized by NBCC except upon payment of a transfer fee by the existing space buyer at the rate of 2% (two percent) of the total sale value of premises at the time of transfer or original sale value whichever is higher. The transfer shall however, be applicable only if the allottee has paid upto date payment of due instalments alongwith interest, if any and upto date payment of Maintenance charges.

Transfers made after execution of Conveyance Deed in favour of the allottee(s) shall not be governed by the above provision.

### **3.28 DOCUMENTATION FOR TRANSFER**

The transfer deed of the built-up space shall be executed and registered in favour of the allottee (s) after the complex has been completed and entire consideration together with all other dues deposits etc. are paid to NBCC and/or other authorities. The deed to transfer will be drafted by solicitors/ advocates of NBCC and shall be in such form and contain such particulars as shall be approved by NBCC. If the allottees do not get the deed executed and registered within the date notified, the cost and consequences of the same, including taxes/ penalties levied by any authority will be to the account of the allottee(s). Each allottee will also be required to pay to NBCC documentation charges @ 0.05% of total sale price of the built-up space and parking space(s) before taking possession of the built-up space.

The allottee will be required to pay stamp duty, registration charges and other related charges as may be levied by the Government from time to time for registration of the Deed of Transfer of their respective built-up space and fixed charges.

### **3.29 SUB-METERING & BILLING**

There shall be separate metering system to be provided by local electricity authorities and the allottee shall be responsible to take electric connection directly along with bearing the cost of obtaining such connection including payment of security, deposits etc. In case, the electric connection is provided at one point by the local electricity authority then sub meters of required capacity shall be installed and the prorate expenses such as connection charges, payment of security deposits etc. shall be borne by the space buyers. Charges on account of electricity consumed, as per Meter/sub-meter, by the allottee shall have to be borne by the allottee itself.

In case of centralised billing, NBCC shall raise the bill to the allottees in proportion to the electricity consumed by the allottee and the allottee shall have to deposit the same before the due date failing which the amount of bill

shall attract a simple interest @ 18% per annum for the delayed period. The allottee also shall have to pay the cost of electric units supplied to the allottee's premises through DG system. The rates of such DG supply shall be worked out by NBCC based on the actual inputs in production and supply of power which shall also include the cost of man power, repairs, POL etc. Delay in release of maintenance charges or electricity bills or any other such charges may also lead to disconnection of power supply and other common services to be provided by the maintenance agency and same shall be without providing any relief (for the period of disconnection) in the maintenance and other charges.

### 3.30 **GENERAL**

- a) It is understood that the applicant has applied for allotment of a built-up space with full knowledge and subject to all the laws/ notifications and rules applicable to this area in particular, and to this commercial complex in general, which have been understood by him/ her. It is further understood that the applicant has fully satisfied himself/herself about the interest and the title of NBCC in the said land on which the building is being constructed.
- b) The expression 'allotment' wherever used herein shall always mean 'provisional allotment' and will remain so till such time a formal deed of transfer is executed & registered by NBCC in favour of the allottees for their respective built-up space and occupancy certificate of the complex is granted by local authorities.
- c) Sale of space is on the basis of saleable area as mentioned in the offer document, terms & conditions. The applicants are advised to make their own calculations of actual usable area available in total saleable area in the built-up space before applying.
- d) Some variations may occur in sizes of the shops/ offices at construction stage and/or incorporation of additional services, if any, however, in such case, the variation (plus/minus) shall be adjusted/paid on pro-rata basis of the allotment price of saleable area as revised by NBCC and decision of NBCC in this regard shall be final and binding on the allottee.
- e) In case of contradiction in any provision in the terms & conditions contained in this booklet, application form, publicity material or any other document etc. or non clarity on any issue, the same shall be solely decided by NBCC. The decision of NBCC in this regard shall be final & binding on applicant/allottee at all stages.
- f) Though the open terraces at various floors are being booked/sold on out right basis with which these are exclusively attached but the allottee/transferee shall allow the entry of other users of the building as refuge area for evacuation in case of fire or any similar situations etc (as per the guidelines issued by the Fire Department from time to time)
- g) Few locations on outer facade of the building other than glazed portion of

shopping area have been identified and kept reserve for signage and the revenues from such signage shall accrue to NBCC only. The allottees of the space can purchase this space from NBCC on payment of charges as may be decided by NBCC from time to time and on availability of the location.

- h) That the buyer of the shop/office shall not put to use the shop/office purchased by him/her for the purpose of opening of Liquor/Bar, Butcher, Arms shop etc. or any activity in its shop/office which is a cause of nuisance to the other property buyers within the as well as outside the said complex, if at any stage, it is found that the buyer had violated the said conditions the deposited amount before or after the allotment shall be forfeited and the allotment of the office/shop shall be cancelled. NBCC shall re-enter the building and take over possession of the same from the buyer. In such an event, buyer will not be entitled to any compensation whatsoever, or refund of any earnest money or any other amount paid by him and NBCC at its sole discretion shall proceed with resale of the property.

### 3.31 **JURISDICTION**

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

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**ANNEXURE-I****SALEABLE AREA DETAILS AT GLANCE**

Retail	Saleable Area (Sft)	Sale Rate (Rs. Per Sft) (EXCLUDING CAR PARKING)	Attached Car Parking Slots (Nos.)	
			OPEN*	COVERED*
Ground Floor (Total 24 Units as mentioned in Annexure I-A)	25,068	₹ 31605/-	24	16
First Floor (Total 29 Units as mentioned in Annexure I-A)	27,769	₹ 29598/-	29	16
Second Floor (Total 25 Units as mentioned in Annexure I-A)	24,877	₹ 29097/-	25	16

Note: Shop no. G1 to G7 are furnished and cost of furnishing is not included in the Reserve rates and shall be charged extra

FIXED RATE OF ATTACHED PARKING SLOTS					
COVERED CARS SPACES	-	-	-	-	RS. 6,00,000/- EACH SLOT*
OPEN CAR SPACES	-	-	-	-	RS. 4,00,000/- EACH SLOT*

- The office/shop is being sold as bare core & shell basis (i.e. without finishing)
- For individual shop details like area etc. please refer brochure of NBCC-Centre, Okhla, Ph-01, New Delhi and annexure I (A).
- Attached/Compulsory car parking space shall be allotted on predetermined fixed rate.

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



The buyer of the shop/office shall not put to use the shop/office purchased by him/her for the purpose of opening of Liquor/Bar, Butcher, Arms shop etc. or any activity in its shop/office which is a cause of nuisance to the other property buyers within the as well as outside the said complex, if at any stage, it is found that the buyer had violated the said conditions the deposited amount before or after the allotment shall be forfeited and the allotment of the office/shop shall be cancelled. NBCC shall re-enter the building and take over possession of the same from the buyer. In such an event, buyer will not be entitled to any compensation whatsoever, or refund of any earnest money or any other amount paid by him and NBCC at its sole discretion shall proceed with resale of the property.

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Details of Area available for sale							
NBCC CENTRE-OKHLA (Retail)						ANNEXURE - I (A)	
Ground Floor							
S. No.	Unit No.	Unit Type	AREAS (in Sft)		LOCATION		
			Built up Area	Saleable Area	Floor	Open Car Parking Spaces (@ rate of 4 Lakh each)	Covered Car Parking Spaces( @ rate 6 Lakh each)
1	G.1	SHOPS	334	724	GROUND FLOOR	1	
2	G.2	SHOPS	385	835	GROUND FLOOR	1	
3	G.3	SHOPS	385	835	GROUND FLOOR	1	
4	G.4	SHOPS	385	835	GROUND FLOOR	1	
5	G.5	SHOPS	385	835	GROUND FLOOR	1	
6	G.6	SHOPS	385	835	GROUND FLOOR	1	
7	G.7	SHOPS	391	847	GROUND FLOOR	1	
8	G.8	SHOPS	3461	7421	GROUND FLOOR	1	16
9	G.9	SHOPS	391	847	GROUND FLOOR	1	
10	G.10	SHOPS	385	835	GROUND FLOOR	1	
11	G.11	SHOPS	385	835	GROUND FLOOR	1	
12	G.12	SHOPS	385	835	GROUND FLOOR	1	
13	G.13	SHOPS	385	835	GROUND FLOOR	1	
14	G.14	SHOPS	385	835	GROUND FLOOR	1	
15	G.15	SHOPS	334	724	GROUND FLOOR	1	
16	G.16	SHOPS	328	712	GROUND FLOOR	1	
17	G.17	SHOPS	380	823	GROUND FLOOR	1	
18	G.18	SHOPS	380	823	GROUND FLOOR	1	
19	G.19	SHOPS	380	823	GROUND FLOOR	1	
20	G.20	SHOPS	380	823	GROUND FLOOR	1	
21	G.21	SHOPS	385	835	GROUND FLOOR	1	
22	G.22	SHOPS	184	394	GROUND FLOOR	1	
23	G.23	SHOPS	98	210	GROUND FLOOR	1	
24	G.29	SHOPS	328	712	GROUND FLOOR	1	
Conversion factor 1 SQM =10.764 Sft. shall be applicable wherever required.							

**Note: Shop no. G1 to G7 are furnished and cost of furnishing is not included in the Reserve rates and shall be charged extra**

First Floor							
S. No.	Unit No.	Unit Type	AREAS (in Sft)		LOCATION		
			Built up Area	Saleable Area	Floor	Open Car Parking Spaces (@ rate of 4 Lakh each)	Covered Car Parking Spaces( @ rate 6 Lakh each)
1	101	SHOPS	336	730	FIRST FLOOR	1	
2	102	SHOPS	331	719	FIRST FLOOR	1	
3	103	SHOPS	331	719	FIRST FLOOR	1	
4	104	SHOPS	331	719	FIRST FLOOR	1	
5	105	SHOPS	331	719	FIRST FLOOR	1	
6	106	SHOPS	331	719	FIRST FLOOR	1	
7	107	SHOPS	336	730	FIRST FLOOR	1	
8	108	SHOPS	3831	8215	FIRST FLOOR	1	16
9	109	SHOPS	336	730	FIRST FLOOR	1	
10	110	SHOPS	331	719	FIRST FLOOR	1	
11	111	SHOPS	331	719	FIRST FLOOR	1	
12	112	SHOPS	331	719	FIRST FLOOR	1	
13	113	SHOPS	331	719	FIRST FLOOR	1	
14	114	SHOPS	331	719	FIRST FLOOR	1	
15	115	SHOPS	336	730	FIRST FLOOR	1	
16	116	SHOPS	336	728	FIRST FLOOR	1	
17	117	SHOPS	331	718	FIRST FLOOR	1	
18	118	SHOPS	331	718	FIRST FLOOR	1	
19	119	SHOPS	331	718	FIRST FLOOR	1	
20	120	SHOPS	331	718	FIRST FLOOR	1	
21	121	SHOPS	336	728	FIRST FLOOR	1	
22	122	SHOPS	184	394	FIRST FLOOR	1	
23	123	SHOPS	184	394	FIRST FLOOR	1	
24	124	SHOPS	336	728	FIRST FLOOR	1	
25	125	SHOPS	331	718	FIRST FLOOR	1	
26	126	SHOPS	331	718	FIRST FLOOR	1	
27	127	SHOPS	331	718	FIRST FLOOR	1	
28	128	SHOPS	331	718	FIRST FLOOR	1	
29	129	SHOPS	336	728	FIRST FLOOR	1	

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

Second Floor							
S. No.	Unit No.	Unit Type	AREAS (in Sft)		LOCATION		
			Built up Area	Saleable Area	Floor	Open Car Parking Spaces (@ rate of 4 Lakh each)	Covered Car Parking Spaces (@ rate 6 Lakh each)
1	201	SHOPS	336	730	SECOND FLOOR	1	
2	202	SHOPS	331	719	SECOND FLOOR	1	
3	203	SHOPS	331	719	SECOND FLOOR	1	
4	204	SHOPS	331	719	SECOND FLOOR	1	
5	205	SHOPS	331	719	SECOND FLOOR	1	
6	206	SHOPS	331	719	SECOND FLOOR	1	
7	207	SHOPS	336	730	SECOND FLOOR	1	
8	208	SHOPS	3831	8215	SECOND FLOOR	1	16
9	209	SHOPS	336	730	SECOND FLOOR	1	
10	210	SHOPS	331	719	SECOND FLOOR	1	
11	211	SHOPS	331	719	SECOND FLOOR	1	
12	212	SHOPS	331	719	SECOND FLOOR	1	
13	213	SHOPS	331	719	SECOND FLOOR	1	
14	214	SHOPS	331	719	SECOND FLOOR	1	
15	215	SHOPS	336	730	SECOND FLOOR	1	
16	216	SHOPS	336	728	SECOND FLOOR	1	
17	217	SHOPS	331	718	SECOND FLOOR	1	
18	218	SHOPS	331	718	SECOND FLOOR	1	
19	219	SHOPS	331	718	SECOND FLOOR	1	
20	220	SHOPS	331	718	SECOND FLOOR	1	
21	221	SHOPS	336	728	SECOND FLOOR	1	
22	222	SHOPS	184	394	SECOND FLOOR	1	
23	223	SHOPS	184	394	SECOND FLOOR	1	
24	226	SHOPS	331	718	SECOND FLOOR	1	
25	227	SHOPS	331	718	SECOND FLOOR	1	