



**OFFER DOCUMENT FOR SALE OF OFFICES AT NBCC SQUARE,
ACTION AREA-III, RAJARHAT, KOLKATA
"ON FIRST COME FIRST SERVED BASIS".**

NIO NO: NBCC/GM/REM/2016/18(1)

CHEIF GENERAL MANAGER (REAL ESTATE MARKETING)

NBCC (INDIA) LTD
(A Navratna CPSE)

**NBCC PLACE, PRAGATI VIHAR, BHISHAM 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)

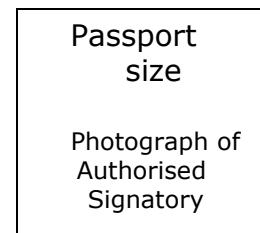
**SALE OF OFFICES AT NBCC SQUARE,
ACTION AREA-III, RAJARHAT, KOLKATA**

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

APPLICATION FORM



This form is to be submitted by the intending applicant (Central & State Public Sector Companies) along with Application money and document duly signed by authorised representative as token of acceptance of terms & conditions of document

1. DETAILS OF APPLICANT(S)

(i) DETAILS OF ORGANIZATION

Category: Central & State Public Sector Companies. **(Please ✓
whichever applicable)**

Name of Organization: _____

Registered/Mailing Office Address: _____

Tel No: _____ Fax No _____

E. Mail _____

Name & Designation of the Authorized Person: _____

(ii) OTHER DETAILS

Income Tax Permanent Account No. _____

(Attach certified copy of PAN)

Ward/Circle/Special range and place **(where Income Tax Return is filed)**: _____

(iii) Detail of Application money:

Amount: :

DD/ PO No.: :

Name of Bank: :

Date of issue of D.D./ PO No. :

- (iv) Details for refund of amount
- | | | |
|-------------------------------------|---|-------|
| Name of 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 Square for allowing me/us for the booking/allotment of office in NBCC Square, Action Area – III, Rajarhat, Kolkata. 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 shall without prejudice to any other right or remedy be at liberty to to cancel the built-up space as per the cancellation clause 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:

(Authorised Signatory)
or on behalf of the Company

Note:

- a) Any correction in the offer document should be initialled by the Authorised Signatory.
- b) All pages of the application form and the offer document should be signed by the authorised Signatory.
- c) A copy of MoA (Memorandum 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,
Bhisham Pitamah Marg,
New Delhi-110003

Madam,

ACCEPTANCE OF TERMS & CONDITIONS OF SALE

The offer document containing terms & condition for sale of built-up offices in NBCC Square, Action Area – III, Rajarhat, Kolkata 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,

(Authorised Signatory)
With rubber stamp
Date:

2.0 INSTRUCTIONS TO APPLICANTS (ITA)

2.0.0 ELIGIBILITY

- i) The applicant can be Central & State Public Sector Companies..
- ii) The applicant should be legally competent to enter into contract as per prevailing laws 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 authorised person, cutting or over-writing, if any, shall be signed and stamped by the authorised person.
- Application money-for each office.
- Acceptance letter for un-conditional acceptance of the conditions as per proforma placed at **Annexure-III**.
- Terms & Conditions of sale alongwith instruction to the applicant is to be duly signed by the authorised person.
- Copy of power of attorney 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: "**TERMS & CONDITIONS OF SALE & ACCEPTANCE LETTER FOR SALE OF OFFICES AT NBCC SQUARE, ACTION AREA – III, RAJARHAT, KOLKATA**".

NIO NO. : NBCC/GM/REM/2016/18(1)

The sealed envelope, as above, is to be submitted at the office address mentioned in the application form. 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 is not permitted to put any remark(s) / conditions(s) in the Application / forms / proformas etc. at any stage.
- 2.1.2 In case the conditions 2.1.1 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 cancel the built-up space and refund the amount as per cancelation clause mentioned in offer document

2.2.0 APPLICATION MONEY

Application Money is required to be deposited along with the filled up Application form/Offer document in the form of Demand Draft/Pay Order/Banker's Cheque in favour of "National Buildings Construction Corporation Limited" payable at New Delhi. Application Form in any other forms shall not be accepted.

- 2.2.1 The Allottee after issuance of Allotment-cum-demand letter by NBCC shall pay the balance amount as per details mentioned in the "payment schedule".
- 2.3.0 Canvassing by the applicants or their representatives whether directly or indirectly in connection with offer process before or after allotment of shop may lead to cancellation of their Application/ offer and the deposited money shall be refunded as per the cancellation clause mentioned in offer documents

2.4.0 ACCEPTANCE / REJECTION OF THE OFFER.

The acceptance of offer shall be at the sole discretion of the NBCC, even if amount equivalent to 10% of the sale value of unit has been remitted by the applicant, NBCC does not bind itself to the applicant & reserve its right to reject all or any of the submitted offer without assigning any reasons, whatsoever and the decision of the competent authority of NBCC in this regard shall be final and binding to the applicants. In case of cancellation of offer or offer is not accepted by the competent Authority of NBCC, the deposited money shall be refunded as per cancellation clause mentioned in offer document

2.5.0 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 simple interest @ 15% per annum on delayed amount.

2.6.0 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 document and allotment etc, the same shall be interpreted solely by NBCC and shall be final and binding on the Allottees.

2.6.1 If any applicant intends to purchase multiple office then the applicant has to submit single application and as many application money(as the number of offices intended to be bought) etc,.

2.6.2 The cost of attached numbers of car parking spaces is not included in the established rate/fixed rate for office 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 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.

3.0 TERMS & CONDITIONS OF SALE

3.1 GENERAL

NBCC has purchased a free hold plot measuring 5 acres at Rajarhat, Kolkata from West Bengal Housing & Industrial Development Corporation Ltd. (WBHIDCO) on 01.10.2010 (vide allotment letter no. 3452/HIDCO/ADMN-1386/2010).

3.2 LOCATION

The complex is located at Action Area – III, New Town Rajarhat, Kolkata and enjoys excellent visibility and accessibility from Major Arterial Road and located approx. 5.5 Km from Narkel Bagan crossing.

3.3 DOCUMENTS

All the documents and or references contained in the offer document documents 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.

3.4 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, attached architectural projections/ covered balconies etc. The applicant 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.

3.5 TERRACE RIGHTS

Even after execution of the sale 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 structures and 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 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 NBCC. NBCC 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 interference from allottee(s). NBCC also reserve the right to erect additional building in the open area if so permitted by local statutory authorities at a later date subject to approval by such authorities of place.

3.6 PARKING SLOTS

Allotment of parking slots shall be done on completion of the building as per **Annexure- I**. 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 (double) 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 the one car parking slot.

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

NBCC Square is a commercial cum residential complex is comprise of two towers one for residential development having G+14 floors and other for commercial development having G + 15 floors with two level basements for parking and services. Commercial Block is having shop-cum-office on Ground & 1st Floor, 2nd floor is having health centre and restaurant with centrally air conditioner and upper floors is having offices (without AC). Detailed specification is placed at **Annexure IV**.

3.8 CURRENT STATUS OF THE PROJECT

M/s Sapna Kumar & Associates is the consulting architect of the project and the drawings were approved by NKDA on 12.12.2014.

3.9 NAME OF THE BUILDING

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

3.10 INSTALLATION OF SIGN BOARDS

- 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 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 offices purchased by the buyer.

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

3.11 COMMON AREAS

All the users / occupiers of the building have equal right to use the common space/areas (means the circulation area those are included in the saleable areas). The allottee shall not have any exclusive right of such common spaces and shall in no way encroach / block such common spaces. However, in case any allottee buys all the offices on particular floor then he shall have exclusive right on the common passage only between the offices and all other common areas shall remain common for all.

3.12 EQUIPMENTS RELATED TO COMMON SERVICES

All the fixtures and equipments viz. Electric panels, Lifts, pumps etc. shall be the joint property of allottees & NBCC.

3.13 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 façade 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 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.

3.14 PAYMENT SCHEDULE

S.No.	Description	Amount payable
1	Amount Payable alongwith the application form(application money).	10% of the Basic Sale Value
2	First Installment payable within 4 months from date of allotment letter or completion of foundation whichever is later	10% of the Basic Sale Value. (alongwith service tax & VAT as applicable upto SI. NO 2).
3	Second Installment payable within 8 months from date of allotment letter or completion upto plinth level whichever is later	10% of the Basic Sale Value. (alongwith service tax & VAT as applicable)
4	Third Installment payable within 12 months from date of allotment letter or completion upto 5 th floor slab whichever is later	10% of the Basic Sale Value. (alongwith service tax & VAT as applicable)
5	Fourth Installment payable within 16 months from date of allotment letter or completion upto 10 th floor slab whichever is later	10% of the Basic Sale Value. (alongwith service tax & VAT as applicable)
6	Fifth Installment payable within 20 months from date of allotment letter or completion upto RCC Structure whichever is later	15% of the Basic Sale Value. (alongwith service tax & VAT as applicable)
7	Sixth Installment payable within 24 months from date of allotment letter or completion of fixing doors, window & flooring in the building whichever is later.	15% of the Basic Sale Value. (alongwith service tax & VAT as applicable)
8	Seventh Installment payable within 30 months from date of allotment letter or installation of lifts in the building whichever is later.	15% of the Basic Sale Value. (alongwith service tax & VAT as applicable)
9	Within 30 Days of issuance of demand letter for possession by NBCC	5% of the Basic Sale Value. (alongwith service tax& VAT as applicable) + 100% cost of parking space and other balance etc if any.

- The above instalments are to be paid alongwith Service Tax, VAT and any other taxes as applicable.

In case the above payment is not released within the stipulated period then the unit shall stand cancel as per the cancellation clause mentioned in offer document and NBCC shall proceed with its further sale without any notice to the allottee. 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).

3.15 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 purchased.

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, 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 Ground to 2 nd Floor (Air Condition)	Rs 16 per sft. (Plus applicable service tax) per month.
For 3 rd to 15 th floor (Non – Air Condition)	Rs 7 per sft. (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, AC*, DG sets (as per above timings), 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.
- 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.
- iv. Air conditioning* to the respective area i.e. ground to 2nd floor shall be between 10:00 AM to 9.00 PM (11 Hrs).

NOTE:

In case of major breakdown in DG sets/lifts/fire fighting/pumps/STP/AC* 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 charge 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 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:

Description	Rate** (Rupees)
Running of DG	500/- per hour (Excluding fuel charges)
Running of AC*	10,000 per hour

**Where applicable*

**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/ spa & restaurant areas 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.

3.17 AGREEMENT TO SELL

- i. NBCC will sign agreement in favour of the Allottee within 15 days of issue of letter of acceptance and on completion of all other

formalities.

- ii. The agreement shall be executed with the Allottee specifying therein all the terms and conditions related to the sale of property. The agreement shall be as per specimen enclosed at **Annexure-V**.
- iii. Agreement 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, stamp duty, registration fee, documentation charges, other charges etc., shall be borne and paid by the Allottee alone.

3.18 PROPERTY TAX/ WEALTH TAX

The allottee of the space shall be responsible for making payment of property tax/Wealth Tax directly to the 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. The allottee shall pay the same within the specified time failing which the allottee shall have to pay the same with 15% interest for the delayed period.

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 Allottee alone for registration of the agreement to sell etc. as the case may be.

3.20 SERVICE TAX & VAT

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

3.21 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.

3.22 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, local bye-laws, statutory laws, in that event the sale of space may be cancelled by the NBCC and the deposited amount 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 earnest money or any other amount paid by him and NBCC at its sole discretion shall proceed with resale of the property.

3.23 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.

NBCC shall endeavor to give the possession of space within 42 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 12 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 54 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.

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)	Before allotment	2 Lakh shall be deducted as Administrative charges
ii)	After allotment	3% of total amount paid and due as on date of withdrawal of application

Note: The cancellation charges would be payable after deducting 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.

3.25 TRANSFER OF PROPERTY RIGHTS

Till execution of sale 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) i.e. Central & State Public Sector Companies or any Govt. Body. 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 sale deed shall however, not be governed by this clause.

3.26 INSPECTION OF SITE & DOCUMENTS

Applicant is advised to inspect the site before submission of their offer. The applicant should satisfy itself before submitting their offer.

3.27 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 submit application form then it shall be presumed that no query of the applicant remain unanswered, even if no reply has been sent by NBCC.

3.27 REVISION OF OFFER

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

3.28 VALIDITY

The offer shall be valid upto 24.02.2017, subject to availability of Office built-up space, however, NBCC may withdraw this offer without any notification.

3.29 AMENDMENT IN OFFERS DOCUMENT

Any time prior to the last date for submission of offer document, 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.gov.in. The applicants are advised to visit the NBCC's website for this purpose regularly.

3.30 STRUCTURAL SOUNDNESS

The quality control of the works has been / is being implemented by NBCC. 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. Such alteration shall be with the approval of NBCC/ RWA/ Statutory Authorities as the case may be.

3.31 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.

3.32 DOCUMENTATION CHARGES

Allottee will 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.

3.33 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 concerned statutory 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.
- b) 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 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.
- c) The cost on account of security deposit paid/payable to statutory authority shall be borne by the space buyers on pro-rata basis and is payable in addition to sale consideration.
- d) NBCC shall charge 5% towards handling charges on proportionate basis from each buyers on the payments made to concerned statutory authority 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 (Applicant).

- e) The buyer of space, in case of any subsequent buyers sale/ purchase of office space etc. shall be bound by the following clauses in addition to above.
- 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, 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.

ANNEXURE - I

LIST OF AVAILABLE OFFICES WITH SALEABLE AREAS AND SALE PRICE

Floor	Saleable Area (In Sft.)			Total Saleable Area In Sft.	Established Sale Price (In Rs. Per Sft.)
	Office 1 Unit No./Area	Office 2 Unit No. /Area	Office 3 Unit/Area		
3rd Floor	301	302	303		
	14265	4555	5751	24571	4600
4th Floor	401	402	403		
	15042	4409	5431	24882	4600
5th Floor	501	502	503		
	14621	4669	5668	24958	4600
8th Floor	801	802	803		
	14621	4669	5668	24958	4600
9th Floor	901	902	903		
	14579	4656	5878	25113	4600
10th Floor	1001	1002	1003		
	15387	4510	5555	25452	4600
11th Floor	1101	1102	1103		
	14579	4656	5878	25113	4600
12th Floor	1201	1202	1203		
	14621	4669	5668	24958	4600
13th Floor	1301	1302	1303		
	14579	4656	5878	25113	4600
14th Floor	1401	1402	1403		
	15387	4510	5555	25452	4600
15th Floor	1501	1502	1503		
	14579	4656	5878	25113	4600

PARKING:

Number of Parking slot shall be allotted at fixed price as below: 1 covered/ Open Car park per 790 Sft. of saleable area.	
Covered Car Spaces	Rs. 4.0 Lac each slot
Open Car Space	Rs. 2.5 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.

Chief General Manager (REM)

AGREEMENT TO SELL

This Agreement is made at New Delhi _____ the day of _____ 2016 between National Buildings Construction Corporation Limited, a company incorporated under the Companies Act, 1956, having its registered office at NBCC Bhawan, Lodhi Road, New Delhi-110003 acting through its _____ hereinafter called the NBCC (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the ONE PART and M/s. _____ having its registered office at _____ acting through its _____ hereinafter called the buyer (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the OTHER PART.

AND WHEREAS, the plot measuring 5 acres situated at Action Area – III, New Town Rajarhat, Kolkata has been purchased by NBCC from West Bengal Housing & Industrial Development Corporation Ltd. (WBHIDCO) ON 01.10.2010 (vide allotment letter no. 3452/HIDCO/ADMN-1386/2010).

AND WHEREAS, NBCC has constructed a commercial cum residential complex which comprises of two towers one for residential having ground floor and fourteen other floors AND other for commercial development having ground floor and fifteen other floors with two level basements for parking and services. Commercial Block is having shop-cum-office on ground and first floor, second floor is having health club and restaurant with air conditioner and upper floors are having offices (without AC).

AND WHEREAS, on request of the buyer for sale of built-up space for office No. _____ at _____ floor, at NBCC Square, Action Area – III, Rajarhat, Kolkata measuring _____ sft in super area at an amount of Rs. _____ (Rupees _____). NBCC has agreed to sell to the buyer built up space for a total sale consideration of Rs. _____ Rupees _____) at NBCC Square, Action Area – III, Rajarhat, Kolkata.

NOW THIS AGREEMENT WITNESSETH AS UNDER:

- 1. That the NBCC does hereby agree** to sell to the buyer space measuring _____ sqft of super area on "as is where is" basis, situated on _____ Office No. _____, at NBCC Square, Action Area – III, Rajarhat, Kolkata for a total cost of Rs. _____ (Rupees _____ only) excluding allied charges at the rates hereinbefore mentioned. It is agreed and understood that the said consideration is on "as is where is area" and "as is what is" basis and area mentioned elsewhere includes the

- proportionate cost of super area element. The measure of super area space shall be governed by following clauses.
2. That the super area indicated is approx. and is liable to change as per approved drawings and actual execution at site.
 3. That all expenses/duty, charges, fees etc. towards execution of conveyance deed shall be borne by the buyer alone without any liability on NBCC.
 4. That the cost towards expansion of services or for adding new services will be charged from the space buyers in proportion to the super area allotted and at the rate of sale of space to the individual buyers.
 5. That the common area, corridors and the drive ways on ground floor & in basement shall remain a common property and no individual shall be allowed to encroach upon these areas.
 6. That the Buyers of space will not make any structural additions/alterations in the space or other part of the building without written permission from the NBCC and the concerned authorities; in any case the Buyer shall be solely responsible for all damages/liabilities towards that may become payable including penalties from local authorities, if any.
 7. That the buyer has already paid 10% consideration amount of the sale Consideration of space i.e. Rs. _____ (Rupees) which includes Rs. _____ (Rupees.) paid as application money. The remaining consideration amount Rs..... (90% of the Sale Price) will be paid by the buyer as per the payment schedule as mentioned in clause no. 3.14 of terms & conditions of the application for allotment.
 8. That the actual and the physical possession of the property will be given by the NBCC to the Buyer on receipt of full payment.
 9. That in case the buyer fails to deposit the entire balance sale consideration within the stipulated time as mentioned in payment schedule, the unit shall be cancelled as per cancellation clause no. 3.24.
 10. That however, NBCC at its sole discretion on a written request by the buyer may extend the time of payment up to 60 days beyond the stipulated date of payment subject to the buyer agreeing to pay interest @ 15% p.a. on the outstanding amount.
 11. That any other charges pertaining to facilities other than specified which the buyer would like to avail, shall be paid by the buyers as per actual along with NBCC's service charges of **Fifteen percent** & taxes etc. in force at that time. However, such facilities shall be provided on the sole discretion of NBCC and subject to feasibility.

12. That till execution of conveyance deed in favour of allottee, the allottee may sell or create third party interest i.e. Central & State Public Sector Companies in the built up space purchased subject to adherence to the terms & condition of sale by such third party. NBCC shall allow such transfer rights in favour of third party, before execution of conveyance deed, on payment of transfer charges which shall always be 2% of total sale consideration value agreed to by and between NBCC & the 1st allottee for the space so agreed to be purchased by the allottee in "NBCC SQUARE". The transfer charges shall be applicable on pro-rata to the area being sold to third party i.e. the allottee may sell part of the space but total saleable area shall always remain same.
13. That the buyer of space, in case of any subsequent sale/purchase of the built up premises which will include office etc. shall be bound by the above clauses. The buyer will ensure that these conditions are suitably incorporated in the transfer document i.e. executed between him and his transferee.
14. That on release of entire sale consideration to the NBCC and possession of the said space is handed-over to the buyer, additions or alterations, if any, in or about or relating to the said building are required to be carried out by the Government or any statutory authority or in pursuance to any statutory requirement, the same shall be carried out by the buyer in Co-operation with the Buyers of other office space etc., in the same building at their own cost and the NBCC shall not be in any manner liable or responsible for the same. All such additions and alterations shall be carried-out after getting the plans thereof sanctioned by the concerned authorities.
15. That maintenance of the entire complex (common areas/ services) and maintenance charges shall be governed by Clause no. 3.16 of the Terms and Conditions of the application for allotment.
16. That the 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 shall install electrical fixtures in common areas as per the requirement ascertained and finalized by the NBCC only. The cost towards such fixtures shall be deemed to be included in the rates of sale of space.
17. That the conveyance deed of the space in the building will be executed subject to payment of all dues including interest if any and receipt of all permissions and clearances etc. The conveyance Deed shall be registered in the name of buyer as per the approved standard format. The Registration and all other charges, fees etc that may be levied in this connection shall be borne by the space buyer in addition to the sale consideration and allied charges etc. as notified from time to time throughout.

18. That if any statutory charges are levied, or if any existing charges are enhanced with retrospective effect after the date of original offer letter, by Government Authority or any other local/Central Govt. body towards property tax or any other taxes, levies or charges, the same shall be borne by the space buyers. However, if assessment of Property tax or any other taxes is not made separately for respective space of each buyer and consolidated demand is made by the Authority / the concerned authority then in that event each space buyer will pay the proportionate share on account of all such taxes, levies, cess etc. to the NBCC on the basis of area of space or the annual letting out value as the case may be. NBCC shall not be liable for any such levy or enhancement of charges & the space buyer shall keep NBCC indemnified against all such demands.

19. That terms and conditions as mentioned in application for allotment shall be integral part of this agreement.

20. That this agreement deemed to have been executed in Delhi & the Courts in Delhi/New Delhi alone will have jurisdiction to deal with matters arising out of this agreement.

21. That this Agreement has been executed in duplicate. The one copy will retain by NBCC and the other is with Buyer.

IN WITNESS WHEREOF the parties hereto have set their hands on these presents in the presence of witnesses on the day, month, and year first above written.

WITNESSES

FOR NBCC

1.

2.

WITNESSES

FOR BUYER

1.

2.