

BOOKING/SALE OF BALANCE DWELLING UNITS AT SECTOR-89, GURGAON

APPLICATION FORM

**NBCC HEIGHTS  
SECTOR-89, GURGAON, HARYANA**





## **ABOUT NBCC**

NBCC was incorporated as a Public Limited Company in November, 1960, as a wholly owned Government of India Enterprise under the aegis of the Ministry of Urban Development. Beginning with turnover in thousands, the Corporation, over the years, achieved many milestones in its operation and has posted a turnover of INR 3231 Crore as on March 31, 2011.

## **AUTHORIZED CAPITAL**

The authorized and paid-up share capital of the Corporation stand at Rs 120 crore.

## **PERFORMANCE RECOGNITION**

Consistently excellent performance of NBCC over the last many years has earned it many milestones and recognitions from the Govt. as well other important quarters. These recognitions include: Schedule 'A' status, one among top ten PSUs, wining of CSR award from HE President of India, wining excellent awards from Hon'ble Prime Minister of India, Third most profitable Construction Company award etc.

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**NBCC HEIGHTS  
SECTOR-89, GURGAON, HARYANA**

**APPLICATION FOR ALLOTMENT OF A DWELLING UNIT**

THE EXECUTIVE DIRECTOR (REAL ESTATE)  
NBCC LIMITED, 5<sup>TH</sup> FLOOR,  
NBCC BHAWAN, LODHI ROAD  
NEW DELHI -110 003

Dear Sir,

It is learnt that NBCC (hereinafter defined) is promoting a residential Project under the name and style of NBCC HEIGHTS, comprising of apartments of various sizes & types.

The Applicant requests that the Applicant may be provisionally allotted a Dwelling Unit (hereinafter defined) in the said Complex (hereinafter defined) on standard terms & conditions of sale.

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

The Applicant encloses herewith Bank Draft /Pay Order No. dated for Rs. ....../- (Rupees ..... ) only issued by ..... (Name of Bank & Branch) drawn in favour of **National Buildings Construction Corporation Limited** payable at **New Delhi** towards the application Money for Dwelling unit in the said complexes.

In the event of NBCC agreeing to provisionally allot the Dwelling Unit, the Applicant agrees to pay the Total Price (hereinafter defined) and all other charges, as stipulated in this Application / Terms & Conditions and as may be intimated from time to time and in the manner set out in the Payment Plan/Schedule, on demand by NBCC.

The Applicant has clearly understood by submitting this Application that the Applicant does not become entitled to the provisional and / or final allotment of a Dwelling Unit in the said Complex notwithstanding the fact that NBCC may have issued a receipt in Acknowledgement of the money tendered with this Application. The Applicant further understands that it is only after the issuance of the allotment letter and the Applicant signing and executing the Agreement, agreeing to abide by the terms and conditions laid down therein that the allotment shall become final and binding upon NBCC. If the Applicant Fails to execute and return the Agreement within thirty (30) days from the date of its dispatch by NBCC then NBCC shall have the discretion to treat this application as cancelled and on such cancellation payments made to NBCC will be refunded after deducting **cancellation charges** and forfeiting the **Non refundable amounts**. The Applicant is aware that the building plans for the said Complex,

in which the Dwelling Unit shall be located, have been approved by the Director Town & Country Planning vide letter No. ZP-537/JD(NK)/2010/18048 dated 28.12.2010 and balance statutory approvals are in the process of approval by the local statutory authorities. The Applicant understands that if for any reasons (including non sanction of the building plans), NBCC is not in a position to finally allot the dwelling unit within a period of 6 (Six) Months from the date of closing of this scheme, NBCC shall refund the booking amount (Application Money) deposited, with simple interest @ 6% per annum calculated for the period (from last date of closing of scheme) the booking amount has been lying with NBCC.

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

The Applicant Agrees to abide by the terms and conditions of the Application including those relating to payment of Total Price and other deposits, charges, rates, Taxes (hereinafter defined) cesses, levies etc. and forfeiture of Non refundable amounts along with deduction of cancellation charges as laid down herein and in the agreement to be executed.

(Signature of the Second Applicant)

(Signature of the First Applicant)

Application Ref. No. \_\_\_\_\_  
(To be filled by NBCC)

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

## NBCC HEIGHTS SECTOR-89, GURGAON, HARYANA

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

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

### 1. DETAILS OF APPLICANT(S)

#### (A) FIRST / SOLE APPLICANT

##### (i) PERSONAL

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

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

Nationality \_\_\_\_\_ Age (As on 31.12.2011) \_\_\_\_ Years \_\_\_\_ Months

Date of Birth

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Date

--	--

Month

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Year

##### (ii) DETAILS OF ORGANIZATION

Category: Central Govt. / State Govt. / Central PSU / State PSU / Govt. Autonomous Bodies / PSU Banks / Insurance companies **(Please ✓ whichever applicable)**

Name of Organization: \_\_\_\_\_

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

Tel No: \_\_\_\_\_ Fax No \_\_\_\_\_

E. Mail \_\_\_\_\_

Designation of the applicant: \_\_\_\_\_

(The Applicant must submit a proof of working with this organization, such as latest pay slip and ID proof – both self certified. On issuance of 'Allotment Letter', the allottee shall have to submit an Employment certificate on the prescribed form, from the Employer. In case the applicant has retired from the Govt. service then he/she needs to submit a self certified copy of Pension order / Service certificate.)

AFFIX PHOTO  
OF FIRST /  
SOLE  
APPLICANT

## (iii) OTHER DETAILS OF SOLE / FIRST APPLICANT

Income Tax Permanent Account No. \_\_\_\_\_  
(Attach self certified copy of PAN)Ward/Circle/Special range and place (where Income Tax Return is filed):  
\_\_\_\_\_  
\_\_\_\_\_Mailing Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_Telephone \_\_\_\_\_ Fax \_\_\_\_\_ Mobile \_\_\_\_\_  
E.Mail \_\_\_\_\_(B) JOINT APPLICANT  
(One joint applicant)

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

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

Relationship with the First Applicant \_\_\_\_\_  
(if applicable)AFFIX PHOTO OF  
THE JOINT  
APPLICANT

## 2. CHOICE OF DWELLING UNITS

1<sup>st</sup> Preference: (TYPE-\_\_\_\_\_)      2<sup>nd</sup> Preference: (TYPE-\_\_\_\_\_)      3<sup>rd</sup> Preference: (TYPE-\_\_\_\_\_)      4<sup>th</sup> Preference: (TYPE-\_\_\_\_\_)3<sup>rd</sup> Preference: (TYPE-\_\_\_\_\_)      4<sup>th</sup> Preference: (TYPE-\_\_\_\_\_)

(Applicants should fill the choices carefully. Allotment shall be done through draw of lots based on the above preference opted by the Applicant. No request for change in the preference shall be entertained at any / later stage.

## 3. PARKING SPACES

I / We understand that the parking slots as per the following details shall be allotted along with the respective dwelling unit to be allotted to me on Complementary basis.

Type of Dwelling Unit	Total Nos of DUS	Balance Nos of DUS available now	Nos of DUS available now for sale	Parking Slots being allotted with each DUs			Total Parking slots with each DU
				Covered Cars	Open Cars	Covered Scooter	
Type-I (2 BHK)	80	14	<b>7</b>	1	0	1	2
Type-II (3BHK)	124	66	<b>33</b>	1	0	1	2
Type-III (3 BHK + Study)	76	71	<b>35</b>	1	1	0	2
Type-IV (3 BHK + Study)	106	86	<b>43</b>	1	1	1	3
Type-V (4 Bed with Study)	54	51	<b>26</b>	1	1	0	2
Type-VI (4 Bed with Servant)	50	33	<b>16</b>	2	0	1	3
TOTAL	490	321	<b>160</b>				

**Note: Covered/open (car/ scooters) parking slot can be anywhere i.e. either in stilt or basement. The decision of NBCC about allotment of parking slots shall be final and binding on the applicant. Parking slots shall not be contiguous.**

I further understand that the surplus car parking slots (Cars / Scooters) - open or covered, alongwith other spaces in the basement - shall be the sole property of NBCC and it can sell/allot at its discretion at any stage to any of the buyers/allottes in this complex.

**4. OPTIONAL EXTRA PARKINGS**

(The optional parking slots are other than fixed parking slots – refer sl. no. 3 above. NBCC shall allot these optional parking slots only if additional parking slots are available after meeting above requirements and on completion of the complex. NBCC is not bound to allot these optional slots as opted by the allottee)

Covered Car Parking  Nos.                      Two Wheeler covered Parking  Nos.

I understand that the above optional parking slots shall be allotted as per terms and conditions. I shall pay the cost of the additional parking slots immediately on receipt of demand from NBCC.

**5. APPLICATION MONEY DETAILS**

Application Money Rs..... vide DD / PO No. .... Date .....  
Bank / Branch .....

Note: a) The applicant is required to deposit the Application Money based upon the highest category of preference opted in the Application Form (Refer Clause No. 3(d) of General Terms and Conditions of the brochure for clarifications, if any).  
b) All payments need to be made through DD/PO in favour of **National Buildings Construction Corporation Limited** payable at **New Delhi** and no other mode of payment shall be accepted.

**6. BANK DETAILS FOR REFUND**

Account No. .... Type of A/c ..... (Saving/Current)  
Name of Bank .....  
Branch (Name/Address) .....  
Branch Code No. .... RTGS No. ....

**7. PAYMENT PLAN OPTED .....(Down Payment Plan / Installment Plan)**

**8. PREFERENCE FOR WAIT LISTING (NBCC HEIGHTS)**

In case of over-subscription and non allotment of Apartment to Me/Us during the draw of lots, I / We convey my / our willingness that my / our name be kept in the waiting list, valid for a period of 90 days from the date of draw of lots and in case of any cancellation after the allotment, the apartment may be allotted to me / us as per seniority in the waiting list. I / We also convey my / our acceptance to retain the application money paid by Me/Us to NBCC and in the case of non-allotment of apartment, during validity period of wait list, the amount paid by Me/Us may be refunded, without any interest thereon.	Yes  or  No  ( ✓ as applicable)
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Note: This clause is purely optional and the Applicant should exercise its option as Yes or No (In case no option is exercised then it shall be presumed that the applicant is not interested in wait listing).

**9. LIST OF ENCLOSERS**

- a) Terms and conditions duly signed on all pages as token of acceptance.
  - b) Self certified copy of Permanent Account Number (PAN card).
  - c) Self certified copy of latest pay slip & ID proof
- Or
- Self certified copy of the pension order / service certificate.
  - d) Any other document ..... **(specify)**

**10. DECLARATION**

I/we am/are aware that this application is irrevocable. I/we hereby declare that the information(s)/ document(s) with the application form are true to the best of my/ our knowledge and belief and no material fact (s) have been concealed/ suppressed. I/we are fully aware of the consequence of concealing/ suppressing material facts. I/we are also fully aware of the terms and conditions of allotment which are acceptable to me/ us. I/we shall abide by the same and at any stage if found that information/ document provided by me/ us are incorrect/ false then NBCC shall be at liberty to cancel my allotment and shall forfeit my application money without any further correspondence.

Yours faithfully

Signature of Joint Applicant

Signature of Sole Applicant

Place : .....

Date : .....



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

**RECEIPT**

Received with thanks from Mr./ Mrs./ Ms. \_\_\_\_\_

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

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

\_\_\_\_\_

The Sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)

Vide Bank Draft/ Pay Order No. \_\_\_\_\_ dated \_\_\_\_\_

Issued by (Bank & Branch) \_\_\_\_\_

on Account of Application Money for NBCC HEIGHTS at Sector-89, Gurgaon,  
Haryana.

Date .....

Place .....

Signature with Stamp

## GENERAL TERMS AND CONDITIONS

### FORMING A PART OF THIS APPLICATION FOR PROVISIONAL ALLOTMENT OF DWELLING UNITS IN NBCC HEIGHTS, SECTOR-89, GURGAON, HARYANA

The terms and conditions given below are more indicative and comprehensively set out in the Agreement which upon execution shall supersede. The applicant shall sign all the pages of this Application in token of the Applicant's acceptance and submit the same along with the Application Form.

#### 1. DEFINITIONS AND INTERPRETATION:

In this application, the following words and expressions, when capitalized, shall have the meanings assigned herein. When not capitalized, such words and expressions shall be attributed their ordinary meaning. For all intents and purposes and for the purpose of the terms and conditions set out in this application, singular includes plural and masculine includes feminine gender.

**"Act"** means the Haryana Apartment Ownership Act 1983 or any other statutory enactment or modifications thereof and applicable to apartments/ flats.

**"Additional PLC"** means the charges payable in addition to the PLC for the Dwelling Unit being additionally preferentially located calculated on the basis of the super area of the Dwelling Unit.

**"Agreement"** shall mean the dwelling unit buyer's agreement, to be executed by the Applicant and NBCC on NBCC's standard format.

**"Applicant"** shall mean the person applying for the provisional allotment of the Dwelling Unit whose particulars are set out in this application and who has appended the signatures in acknowledgement of having agreed to the terms and conditions of this application and the agreement.

**"Application"** shall mean this application form for provisional allotment of a Dwelling Unit in the Said Complex, along with the terms and conditions contained herein.

**"NBCC"** shall mean **"National Buildings Construction Corporation Limited"**, having its registered office at NBCC Bhawan, Lodhi Road, New Delhi -11 0003.

**"Common Land Area"** means the land which is available for use of all the Owners of Dwelling Unit and other buildings, including but not limited to lands occupied by the internal roads, play ground, land housing the facilities such as water and sewerage treatment plants, electrical sub-station and structures housing power back-up equipments such as diesel

generating sets (DG Sets), and any other lands, as may be specified and earmarked by NBCC in the approved plans along with amenities and facilities thereon.

**"Dwelling Unit"** means Said Apartment as applied for by the Applicant.

**"Application Money"** means the booking amount paid along with this application.

**"EDC"** means the external development charges levied/ leviable by whatever name called or in whatever form with all such conditions imposed by the Haryana Government and/or any other competent authority on the said complex and also includes any further increase in external development charges.

**"IFMS"** mean the interest free maintenance security to be paid by the Applicant for the maintenance and up keep of the said complex/ said building.

**"IDC"** means the charges leviable by the Haryana Government or any other authority with a view to recover the cost of development with regard to State/ National Highways, transport, irrigation facilities, etc. and/ or any additional levies, fees, cesses, charges, etc. in the nature of infrastructure development charges by whatever name called, either existing or leviable in future.

**"Maintenance Agency"** means NBCC or association of dwelling unit allottees or such other agency/ body/ company to whom NBCC may handover the maintenance and who shall be responsible for carrying out the maintenance of the said complex/ said building.

**"Maintenance Charges"** means the charges payable in advance for a period decided by the Maintenance Agency payable by the applicant to the Maintenance Agency in accordance with the demand raised by the Maintenance Agency for the maintenance and up keep of the said building/ said complex, including common areas and facilities but does not include; (a) the charges for actual consumption of utilities in the Dwelling Unit including but not limited to electricity, water, which shall be charged based on actual consumption on monthly basis and (b) any statutory payments, taxes, with regard to the Dwelling Unit/ said building/said complex.

The details of maintenance charges shall be more elaborately described in the maintenance agreement.

**"Non Refundable Amounts"** means interest on delayed payments, interest paid or payable etc.

**"Parking Space(s)"** means parking space(s) allotted to the applicant, details of which are mentioned in the terms & conditions.

**"PLC"** shall mean the charges for the Dwelling Unit being preferentially located, as applicable.

**"Said Apartment/ Dwelling Unit"** shall mean the apartment applied by the Applicant, details of which has been set out in the Application and includes any alternative apartment allotted to the Applicant.

**"Said Building"** means the tower/ building in the Said Complex in which the Said Apartment shall be located. .

**"Said Complex"** means residential complex, commercial complex, LSC etc. to be developed on 11.312 acres (approx.) of land, located in Sector-89 at Gurgaon, which comprises of the Dwelling Units to be developed/ constructed as per the layout plans approved by the Competent Authority along with other common areas and facilities.

**"Taxes"** shall mean any and all taxes duties paid or payable by NBCC on sale of built up apartment / flat like Service Tax, VAT, Cesses / Education Cess etc. but excluding Value Added Tax, State Sales Tax, Central Sales Tax, Works Contract tax, levied and collected by any agency/ authority of the State, in connection with the development / construction of the Said Complex / Dwelling Unit.

**"Basic Sale Price (BSP)"** means the amount amongst other payable for the Dwelling Unit which includes the sale price, Parking spaces as applicable with the dwelling unit and **pro-rata share of paid EDC, IDC, Fire fighting charges, External Electrification charges, but does not include other charges like** PLC, maintenance charges, Taxes, Stamp Duty, Documentation Charges, and other charges etc., which are payable as per the terms of this Application and the Agreement including:

- i) Additional IDC/EDC, wealth tax, annual tax on land, fees or levies of all and any kinds by whatever name called on the Said Complex.
- ii) Maintenance Charges, PLC/ Additional PLC, IFMS, Club Charges, Documentation charges, property tax, municipal tax on the Dwelling Unit.
- iii) Stamp duty, registration and incidental charges as well as expenses for execution of the Agreement and conveyance deed etc. which shall be borne and paid by the Applicant.

- iv) Existing Service Tax and all future taxes (additional) if levied by State/ Central Government w.e.f. receipt of application, additional amount on account of revision of existing taxes etc.
- v) The cost for electric and water meter as well as charges for water and electricity connection.
- vi) Any other charges that may be payable by the Applicant as per the other terms of the Application and such other charges as may be demanded by NBCC or Statutory authorities.

**"Undivided Share of Land"** means the undivided proportionate share of the land on which the Said Complex is being developed excluding the Common Land Area calculated in proportion to the super area of the Dwelling Unit to the total super area of all the dwelling units, other buildings, shops etc.

For all intents and purposes and for the purpose of the terms and conditions set out in this application, singular includes plural and masculine includes feminine gender.

## 2. WHO CAN APPLY

- a) An employee of the Central/State Govt., Central/State PSUs, PSU Banks/Insurance companies/Autonomous bodies of Govt. The retired employees of above Govt. entities shall also be eligible to apply.
- b) Joint application with any one joint applicant is permitted.
- c) Maximum one dwelling unit shall be allotted to any applicant. In case of multiple applications by the same applicant, all such applications shall be rejected.
- d) The applicants that have already been allotted dwelling unit in NBCC Heights, Sector-89, Gurgaon, shall not be eligible to apply for these dwelling units.

NBCC however, at its discretion can relax / change any of the conditions as mentioned hereinabove without assigning any reason.

## 3. APPLICATION PROCEDURE

- a) The eligible applicant - as per clause 2(a) above, can purchase brochure at the following offices of NBCC on payment (non-refundable) of Rs. 500/- in cash or DD / PO.
  - i) NBCC Bhawan, Lodhi Road, New Delhi
  - ii) NBCC Place, Pragati Vihar, Bhisham Pitamah Marg, Lodhi Road, New Delhi-03

- iii) Construction site office at NBCC Heights, Pataudi Road, Sector-89, Gurgaon.

The forms & detailed terms and conditions applicable can also be downloaded from the website of NBCC i.e. [www.nbccindia.gov.in](http://www.nbccindia.gov.in). Applicant who downloads the form from the website is required to deposit the cost of the application form i.e. Rs. 500/- (non-refundable) in the shape of separate Demand Draft / Pay Order drawn in favour of **National Buildings Construction Corporation Limited** payable at **New Delhi**.

- b) The applicants are advised to carefully go through and understand the terms and conditions.
- c) The Application Form complete in all respect together with the Bank Draft / Pay Order in favour of **National Buildings Construction Corporation Limited** payable at **New Delhi** for the amount of application money / Booking Amount as shown in the Price and Payment Schedule (**Annexure-I**), should be submitted at any of the offices (as above) from where forms shall be sold (if submitted in person) on any working day during the office hours upto the date notified or as amended & notified for receipt of complete Application Forms. Application forms can also be submitted through registered / speed post but it should be addressed to The Executive Director, Real Estate Division, NBCC, NBCC Bhawan, Lodhi Road, New Delhi-110 003. NBCC shall however, not be responsible for any postal delay.
- d) Application Money for each category of dwelling unit (DU) is as under;

Type-I	:	Rs 1,00,000/-
Type-II	:	Rs 2,00,000/-
Type-III&IV	:	Rs 3,00,000/-
Type-V&VI	:	Rs 4,00,000/-

The applicant is free to exercise upto four options of DUs in its application form. **The applicant shall have to pay the application Money relevant to highest category opted in its application.** In case, the applicant deposits the application Money in lower category then the option referred with higher application money shall not be considered. For example the applicant opts for preferences as Type-I & III only. In that case, the application money required to be deposited shall be Rs. 3 lac.

- e) NBCC will acknowledge the receipt of the Bank Draft(s) / Pay Order(s) by signing and returning the counter foil of the application form. There will be no other acknowledgment for receipt of the application form or the application money paid.
- f) The numbers of flat / apartments / storey / proposed saleable areas are tentative and is/are subject to change/modifications at the

instance of NBCC and or statutory authorities of Government of Haryana approving the plans.

#### 4. ALLOTMENT PROCEDURE

NBCC is committed to a fair and equitable method for allotment of the apartments. It will be NBCC's endeavor to complete the allotment process within 90 days from the last date of receipt of applications forms (the date of draw of lots shall be announced at any time after 30 days of closing of scheme).

- i) The allotment shall be done through draw of lots which shall be based on the choices of dwelling units given by the applicant.
- ii) There shall be no reservation of floor/ specific apartment and the applicant shall have no choice of location, area of apartment (within type). The entire allotment shall be done by draw of lots in equitable manner.
- iii) NBCC at its discretion at any time can alter the number of apartments offered for allotment.
- iv) The category wise total number of units available for sale is as per **Annexure-II**. The applicants have to mention the preference of type of apartment in which he is interested.
- v) Allotment of parking slots;

Allotment of parking slots shall be done at the time of completion of the complex.

#### 5. SCRUTINY, REJECTION AND REFUND

All received applications shall be scrutinized by NBCC. If any application is not as per eligibility criteria and / or found to be incomplete then same shall be rejected and no information to the applicant shall be given separately. The refund orders of such applicants shall be dispatched along with the other unsuccessful applicants within 30 days from the date of draw of lots by registered/ speed post or courier at the mailing address as mentioned in the application form. NBCC shall not be responsible for any postal delay and no interest shall be paid to the applicant on the refund of application Money for the period remained with NBCC. However, list with name / application form no. of eligible applicants shall be hoisted on the website of NBCC before the draw of lots.

\* \* \*

**TERMS & CONDITIONS OF ALLOTMENT / SALE OF DWELLING UNIT AT NBCC HEIGHTS, SECTOR-89, GURGAON**

1. The Applicant has applied for provisional allotment of the Dwelling Unit with full knowledge of all the laws/ notifications and rules applicable to the Dwelling Unit in general and the Said Complex in particular and has also satisfied himself about the title/ interest/ rights of NBCC in the land on which the Said Complex is being constructed and has understood all limitations and obligations of NBCC in respect thereof.
2. The basic sale price (BSP) mentioned in the sale brochure is inclusive of total EDC & IDC applicable. In case there is any increase in the said amount of EDC & IDC (including with retrospective effect) during the currency of the project and/or after the conveyance deed has been executed then same shall be recovered from the allottees on proportionate basis which shall be extra over the price of the flat mentioned herein above or after. The Applicant undertakes to pay additional EDC/IDC directly to the Government Agency or Department concerned or to NBCC forthwith on raising such demand on the Applicant as the case may be.

The applicant agrees and understands that the pro-rata demand made by NBCC on the Applicant with regard to increase in EDC/IDC is final and binding on the Applicant. If the increased EDC/IDC is not paid after the execution of the conveyance deed, the same shall be treated as unpaid sale price of the Dwelling Unit, and if the increase is not paid, then same shall be treated as nonpayment of the charges as per the Application/ Agreement. The Applicant agrees that NBCC shall be entitled to cancel the Agreement and deduct the Cancellation Charges along with the non refundable amounts, and in case the conveyance deed has been executed, NBCC shall have the first charge and lien over the Dwelling Unit till such unpaid charges are paid by the Applicant.

However, any reduction in EDC/IDC from already paid, the same will be to the account of NBCC and no benefit will be passed on to the allottees.

3. The Applicant shall pay the cost of the Dwelling Unit in accordance with the payment plan opted by the Applicant and in addition to it, the applicant shall also be liable to pay all other charges & dues mentioned in this sale brochure/ agreement in accordance with the demand raised by NBCC from time to time. The applicant agrees and understands that the cost of the Dwelling Unit is understood to include the development cost of area of dwelling unit and the pro-rata share of the common areas and facilities in the Said Complex/Said Building.

The prices in the Payment Schedule (Annexure-I) are exclusive of any taxes which may be levied by any appropriate authorities on sale/ purchase of apartment. The taxes including service tax on sale/ purchase of apartment as applicable and defined shall be payable by the allottees,

in addition to the amount mentioned in the Allotment Letter and in these terms & conditions.

The payment of additional charges (those not specifically quantified), if any, shall have to be paid to NBCC within the stipulated period mentioned in such demand letter(s) of NBCC failing which it shall attract interest as per terms of delayed payment.

4. Subject to the other terms & conditions of this application/ agreement, on and after the payment of the Total Price and other charges and dues as per the Application/ Agreement, the Applicant shall have the (i) Ownership of the dwelling unit area; (ii) the Undivided Share of Land; (iii) undivided interest and the common right to use common area and facilities alongwith the other owners and; (iv) exclusive use of the Parking spaces allotted to the Applicant, if any.
5. The Applicant agrees that the Applicant shall not have any right in any commercial premises, building(s), roof terraces of all buildings unless specifically defined, shops, schools and community centers, if any, constructed in the said complex. NBCC shall be free to dispose off and utilize the same on such terms and conditions, as it may deem fit. The unsold areas/spaces in the complex such as covered car parking, covered scooter parking & other unused/unsold built up areas shall be the property of NBCC. The Applicant shall not interfere in the manner of booking, allotment and finalization of sale of the shops, commercial premises, buildings, schools, community centers & other unsold areas etc. or in their operation and management of the complex.
6. The Applicant agrees and understands that in addition to basic sale price & other charges, the Applicant shall be liable to pay taxes as described above, which shall be charged and paid as follows:
  - a) A sum equivalent to the proportionate share of all Taxes shall be paid by the Applicant to NBCC. The proportionate share shall be the ratio of the super area of the Dwelling Unit to the total super area of all the dwelling units, other buildings, shops etc in the Said Complex.
  - b) NBCC shall intimate to the Applicant the amount payable as stated above and elsewhere in this document thru' the allotment letter, which shall be final and binding on the Applicant and the Applicant shall make payment of such amount within the stipulated period, failing which interest shall be levied for delayed payment.
7. The Applicant agrees and understands that the Dwelling Unit / Said Building / Complex may be subject to the Act. The common areas and facilities and the undivided interest of each owner of the Dwelling Unit in the common areas and facilities as specified by NBCC in the declaration (which may be filed by NBCC in compliance of the Act) shall be conclusive and binding upon the Applicant and the Applicant agrees and confirms that the Applicant's right, title and interest in the Dwelling Unit/

Said Building shall be limited to and governed by what is specified by NBCC in such declaration. The applicant shall be required to join the society/ association of the owners of the Dwelling Unit and the applicant agrees to pay all fees, charges thereof and complete such documentation and formalities as may be deemed necessary by NBCC in its sole discretion for this purpose.

8. The Applicant agrees that NBCC may in its sole discretion and for the purpose of complying with the provisions of the Act or any other applicable laws, substitute the method of calculating the undivided share of Land in any declaration with respect to the Dwelling Unit.
9. Though allotment letters to the successful allottees shall be issued in due course of time after draw of lots but for the purpose of cancellation before or after allotment the date of draw of lot shall be treated as date of allotment.
10. In case of any increase in the FSI for the said plot etc. the same can be built over the terrace(s) of existing structures like residential, commercial & community etc. as deemed fit and NBCC shall have exclusive right to dispose of the additionally built-up space entirely as per its discretion.

11. **PAYMENT SCHEDULE**

Payment schedule shall be as per Annexure-I.

12. **PREFERENTIAL LOCATION CHARGES**

Preferential Location Charges (PLC) on Basic Sale Price (BSP) of apartment shall be applicable as per price & payment schedule for apartments on all floors facing the parks and main entrance side flats etc. as per details at **Annexure-III**. PLC shall be payable by applicant allottees as per details given in allotment letter. The decision regarding apartment that are subject to PLC shall be taken by NBCC, which shall be final & binding on allottee. In case any allottee is not interested in taking the apartment with PLC after draw of lots for specific apartment, he can request NBCC within 10 days of date of allotment letter to allot the apartment without PLC. NBCC may consider the request of such allottees on first come first served basis provided apartment(s) without PLC is/are available with NBCC un-allotted. However, NBCC cannot give any assurance nor assume responsibility of allotment of apartment without PLC in case same is not available (un-allotted) with NBCC. In such an event, the applicant allottee has to take apartment with PLC as allotted to him in the draw and make payment accordingly.

Failure to accept the allotment of apartment with PLC within 30 days of allotment letter will result in cancellation of allotment and in such case NBCC shall refund the application money without interest and after

deduction of service charges of Rs. 25,000/- (Rupees Twenty Five Thousand only). The request for non-acceptance cancellation beyond 30 days of allotment letter shall be subject to cancellation charges after allotment as per clause 24(b) hereinafter described.

13. The Applicant agrees that if due to any change in the lay-out plan / building plan of the Said Complex/ Dwelling Unit in the Said Building:
- a) The Dwelling Unit ceases to be preferentially located then only the amount of PLC, paid by the Applicant shall be refunded without any interest and such refund shall be made/ adjusted in the last installment as stated in the payment plan as opted by the Applicant.
  - b) The Dwelling Unit becomes preferentially located, if at the time of the Application, it was not preferentially located, the Applicant shall pay PLC of the Dwelling Unit to NBCC as applicable and as demanded by NBCC.
  - c) The Dwelling Unit becomes additionally preferentially located, the Applicant shall pay Additional PLC to NBCC as applicable and in the manner as demanded by Company.

The Applicant understands that in case of change in the location of the Dwelling Unit due to change in the layout plan/ building plan of the Said Complex/ Said Building or otherwise, the Applicant shall have no other right or claim except as mentioned here in above.

14. a) The price mentioned in payment schedule (Annexure-I) of application is inclusive of cost of providing electric wiring and switches in each Dwelling Unit and the firefighting equipment (as applicable for the building as per National Building Code, 2005) in the common areas as provided in the existing Fire Fighting Code Regulations as contained in the National Building Code 2005.

However, the price does not include the cost of electric fittings, fixtures, geysers, electric and water meter etc. which shall be got installed by the Applicant at his/ her own cost alongwith the charges for water and electricity connection. In case the water and electric connections are arranged by NBCC then, the Allottee shall have to pay the additional actual charges plus 15% as administrative charges on pro-rata basis on super area of the allotted dwelling unit. If, however, due to any subsequent legislation Government order or directives or guidelines or if deemed necessary by NBCC or any of its nominees, additional fire safety measures or any other improvement/facility(ies) are undertaken, then the Applicant agrees to pay the additional expenditure incurred thereon on pro-rata basis along with other applicants as determined by NBCC in its absolute discretion.

b) DIESEL GENERATOR POWER BACKUP

Provision shall be made for the installation of Diesel Generator for Power Back-up for common services within the complex. The DG will be operated and maintained by the common areas / facility management and maintenance body. Allottee shall have to pay charges for running & maintenance of DG set for power back-up as per tariff finalized by NBCC or Maintenance Agency or RWA from time to time.

Mobile or other fixed DG sets will not be allowed to be used in the apartments. However, inverters may be used under intimation to the Management & Maintenance body.

The allottee shall also be liable to pay the regular bill for the electricity (including fixed charges as applicable) consumed by the allottee. This bill shall include the Electric Units consumed that are provided through Local Electricity Authority/Board and through DG. The rates for charging to the allottees shall be as under:

- 1) For electric Units provided through Local Electricity Authority/Board at the applicable rates.
- 2) For electric Units provided through DG @ the Rates to be fixed by NBCC or Maintenance Agency or RWA from time to time. These rates shall however be on actual running cost plus administrative charges and on prorata basis.

Failure on the part of the allottee to pay regular Electric Bills (for three consecutive months) to NBCC or its Authorized agency or to the RWA shall lead to disconnection of electric connection the Apartment. Any delay in making payment of such bills shall attract interest @12% PA Compounded on Monthly basis.

However, if DG power back-up facility is created in the complex by NBCC for consumption of the Flat Owners in their apartment, before or after completion of the complex, then the charges towards the same will have to be borne by the allottees on actual +15% basis on pro-rata basis to their sanctioned/connected load.

15. The Applicant understands that the Parking Space(s) allotted to him shall be an integral part of the Dwelling Unit which cannot be sold/transferred/assigned or dealt with independent of the Dwelling Unit. The Applicant may apply for additional parking space which may be allotted subject to availability and at the prevailing price. All clauses of this Application and the Agreement pertaining to allotment, possession, cancellation etc. shall apply mutatis mutandis to the Parking Space(s) so allotted, wherever applicable. The Applicant

agrees that Parking Space(s) allotted to him/her is for their convenience and for smooth functioning & operation of the parking lots. However, all such area shall be treated / categorized in terms of the sanctioned letter of DTCP and /or as per the Act, whichever is applicable. Car and two wheeler parking facilities are being provided in the complex at stilt/ basement and in open at ground level.

Note: NBCC shall allot the free parking slots to the allottees as per availability which shall be based on the draw of lots or as decided by NBCC.

In case, after allotment of parking stated to be allotted alongwith the units, are still available with NBCC, then the same shall be allotted to the applicants who have opted for additional parking slots on the following rates:

- a) Covered Car Parking : Rs. 3.50 lac Each
- b) Scooter Parking : Rs. 0.30 lac Each

The applicants may apply for additional covered car/scooter parking space, which shall be allotted subject to availability and in case of over subscription successful applicant shall be determined through draw of lots. The allottee shall have to deposit amount for additional parking slots on confirmation of allotment and receipt of demand from NBCC.

Allotment and earmarking of designated parking spaces will be done at the time of completion of the project. For covered parking under stilt/ basement, preference shall be given to the applicants who have been allotted apartments in the same block. For allotment of parking spaces, NBCC shall work out a scheme whereas the endeavor will be allotting the parking space (open or covered) near to the block. The decision of NBCC in this regard shall be final and binding on the applicants.

#### 16. DELAY IN PAYMENT

The Applicant agrees that the payment on or before due date of the Down payment or installments and other amounts payable, by the Applicant, as per the Payment Plan and as demanded by NBCC from time to time is the essence of this Application and the Agreement.

It shall be incumbent on the allottee(s) to comply with the terms of payment in respect of the apartments, parking spaces and any other sums payable under the General Terms & Conditions. Payment of installments and all other dues shall have to be made on or before the due date.

In case any payment is delayed, the allottee(s) shall have to pay simple interest on the amount due @ 12% per annum. In case of delayed payment first outstanding interest amount shall be adjusted from any subsequent payment and the balance amount, if any, shall be accounted towards the installment or as case may be.

Delay in payments of installments (except allotment money) and all other dues beyond 6 months from the respective due dates shall not be condoned even with payment of interest. In case of such delay, NBCC at its sole discretion may cancel the allotment. In case of such cancellation, the allottees shall have no right and/ or lien on the Apartment. The refund of principal amount, without any interest, paid by the allottees

shall be subject to cancellation charges after allotment as per clause 24(b). In the event of such cancellation NBCC may proceed to resell the apartment at its sole discretion. The allottee shall have no claim on NBCC, whatsoever on this account.

The payment towards allotment money has to be made as per the schedule date given in the allotment letter for confirmation of allotment otherwise NBCC will be free to cancel the allotment and levy cancellation charges, without giving any further notice to the allottee.

17. The Applicant has seen and accepted the plans and has applied for the provisional allotment of the Dwelling Unit with the specific knowledge that the building plans, designs, specifications, measurements, dimensions, location and number of the Dwelling Unit and/ or Said Building, floor plans and all other terms and conditions are tentative and are liable to change, alteration, modification, revision, addition, deletion, substitution or recast at the sole discretion of NBCC and may also change due to changes/ modification by the Competent Authority. The Applicant hereby agrees that NBCC is fully entitled to increase/ change the number of floors or the location of the Dwelling Unit in any of the Said Building and/ or the height of the Said Building and the Applicant shall have no right to object to the same (In case NBCC is able to obtain the necessary approvals for increasing the number of floors and/ or increase of the height of the Said Building).

However, in case of any major alteration/ modification resulting in more than  $\pm 5\%$  (five percent) change in the built-up area of the Dwelling Unit or material change in the specifications of the Dwelling Unit any time prior to and/ or upon the grant of occupation certificate by NBCC's architect or by the Competent Authority, the Applicant will be informed in writing by NBCC of such change and the difference in price of the Dwelling Unit to be paid by him or refunded to him by NBCC as the case may be. The Applicant agrees to inform NBCC in writing his objections, if any, to the changes within thirty (30) days from the date of such notice failing which the Applicant shall be deemed to have given his full consent to all alterations/ modifications. If the Applicant objects to such change in writing, within the permitted time and NBCC decides to go ahead with changes, then the allotment shall be deemed to be cancelled and NBCC's only liability will be to refund the entire money received from the Applicant along with simple interest @ 6% per annum payable from the date of receipt of deposit to the date of approval of refund and the Applicant shall have no right to raise any claim or dispute of any nature whatsoever and NBCC shall be free to deal/ dispose of the Dwelling Unit in a manner in which it may deem fit.

18. The Applicant agrees and undertakes that it shall be liable to pay all government taxes, municipal tax, property tax, wealth tax, fees or levies of all and any kind by whatever name called, whether levied or leviable, now or in future by the government on the Said Complex/ Dwelling Unit.

- c) The Applicant agrees that in case NBCC is unable to deliver the Dwelling Unit and/ or allot Parking Space(s) to the Applicant for his occupation and use due to:
  - (a) any legislation, order or rule or regulation made or issued by the Government or any other Authority or;
  - (b) if any competent authority (ies) refuses, delays, withholds, denies the grant of necessary approvals for the Dwelling Unit/ Said Building or;
  - (c) if any matters, issues relating to such approvals, permissions, notices, notifications by the Competent Authority (ies) become subject matter of any suit/ writ before a competent court or;
  - (d) due to force majeure conditions,

then NBCC may cancel the allotment of the Dwelling Unit in which case the only liability of NBCC shall be to refund the amounts received from the Applicant without any interest or compensation whatsoever, except in case of abandonment of the project where NBCC liability will be to refund the amounts received along with simple interest @ 6% p.a.

20. Subject to the terms of this Application and the Agreement including but not limited to timely payment of the Total Price, stamp duty and other charges due and payable according to the payment plan applicable to the Applicant or as per demand raised by NBCC and the Applicant complying with all the terms and conditions of the Application, NBCC shall endeavor to complete the construction of the Dwelling Unit within 2.50 (Two & Half) years from the date of allotment letter. NBCC on obtaining certificate for occupation and / or use from the competent authorities shall offer the Dwelling Unit to the Applicant for his / her occupation & use and subject to the Applicant having complied with all the terms and conditions of the Agreement.

In the event of the Applicant's failure to clear the all outstanding dues including interest, if any and / or takeover / occupy the Dwelling Unit within 30 days from the date of intimation in writing by NBCC, then the same shall lie at the Applicant's risk and cost and the Applicant shall be liable to pay a compensation to NBCC (for maintaining the complex) @ Rs. 2/- per sft of the super area per month for the entire period of such delay. This compensation shall be in addition to the other dues / claims of interest etc. as per terms of sale / allotment.

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 of the Dwelling Unit. 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 super area of the Dwelling Unit per month for the period of such delay beyond One year (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 3.5 Years (Three years & Six 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 conveyance deed of the Dwelling Unit.**

21. Builder Buyer agreement (specifying all terms and conditions of sale) and maintenance agreement shall be signed after receipt of allotment money. The maintenance agreement so signed shall also be applicable for any association/ body/ association of dwelling unit owners or any other nominee/ agency the Maintenance Agency as may be nominated/ appointed by NBCC from time to time for the maintenance and upkeep of the Said Building/ Said Complex. After the maintenance is handed over to the Residents Welfare Association (RWA to be formed) then said Maintenance Agreement shall also be handed over to RWA.

The Applicant undertakes to pay the maintenance bills as raised by the Maintenance Agency time to time irrespective whether the Applicant is in occupation of the Dwelling Unit or not.

## 22 **MAINTENANCE**

NBCC shall by itself or through its nominee, maintain the common areas and facilities of Complex for a period of 1 (one) year after handing over possession of apartments, as it may not be practical to immediately transfer the maintenance responsibility to Association of Apartment owners. The allottees shall be required to pay to NBCC the Maintenance Charges @ Rs 24/- per Sft of Super area (Plus applicable service tax) – calculated @Rs 2/- per Sft per month – towards maintenance cost of the common areas and facilities for a period of one year before taking over of possession of Apartment. Maintenance charges would become applicable after one month of issuance of letter by NBCC, leaving the month in which the such letter shall be issued, whereby offering to hand over the possession of the Apartment. The expenses on electric, water charges for consumption on common areas shall be charged extra on actual basis in addition to these lumpsum maintenance charges. One year period of maintenance shall start from the date of handing over of 10% Apartments in the Complex. Surplus & loss, if any for 12 months maintenance of common areas of Complex by NBCC shall be to the account of NBCC.

In order to secure due payment of the maintenance bills and other charges raised by the Maintenance Agency, the Applicant agrees to deposit to NBCC an Interest Free Maintenance Security (IFMS) @ Rs. 50/- per Sft of Super area of Dwelling Unit towards Maintenance Corpus Deposit payable before taking possession of apartment as and when called by NBCC. NBCC will transfer the said Maintenance Corpus Deposit less utilized, if any, without any interest to the RWA within 30 days of RWA's taking over the management and maintenance of the common areas and facilities of the Complex from NBCC.

On completion of one year of Maintenance period, Maintenance charges shall be revised by NBCC or RWA (as the case may be), taking into consideration the then prevailing conditions, considering administrative /agency charges as applicable.

23. The transfer deed/conveyance deed of the apartment(s) shall be executed and registered in favour of the allottee(s) only on completion of the project and on payment of entire consideration together with all other dues/ deposits. 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 of 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 Rs. 10,000/- to NBCC as documentation charges before taking possession of the apartment. Documentation charges are meant for keeping records of allottee, preparation of draft deed, advertisement, stationeries etc. For facilitation of the allottees, NBCC shall appoint an advocate for carrying out registration of each apartment but the cost of same shall have to be borne by the allottee. The allottee is however free to avail services of any other Advocate's as per its suitability.

The allottee will also be required to pay stamp duty, registration charges, court fee, transfer duty, corporation tax, service tax and other related expenses as are prevalent for registration of the Deed of Transfer of their respective apartments.

The Applicant shall pay as and when demanded by NBCC within the stipulated period as mentioned in the demand letter. In case, the Applicant fails to deposit the stamp duty, registration charges and all other incidental and legal expenses so demanded within the period mentioned in the demand letter, NBCC shall have the right to cancel the allotment and forfeit the Non refundable amounts along with levy of cancellation charges and refund the balance amount to the Applicant without any interest within 30 days of cancellation of Dwelling Unit (apartment/ flat/ house/villa etc.)

## 24. WITHDRAWAL OF APPLICATION/ CANCELLATION OF BOOKING

## a. BEFORE ALLOTMENT

Applicants may withdraw application money at any time before allotment and may get refund of the application money without any interest and after deduction of service charges of Rs. 10,000/- (Rupees Ten Thousand only).

## b. AFTER ALLOTMENT

Applicants are free to withdraw their applications and cancel their booking at any time even after allotment but before handing over possession of their apartment. Total deposit or installments paid by the allottee will be refunded without any interest and after deduction of a service charge which shall be as under:

i)	Within 30 days from the date of draw of lots	Rs. 25,000/-
ii)	Beyond 30 days but within 60 days from the date of draw of lots	Rs. 50,000/-
iii)	Beyond 60 days but within 75 days from the date of draw of lots	Rs. 1,00,000/-
iii)	Beyond 75 days of the date of draw of lots	Rs. 2,00,000/-

c) If the successful applicant fails to deposit the allotment money before the scheduled date mentioned in the allotment letter, until unless extended by NBCC in writing, then this will also be treated as withdrawal of allotment and under this case also NBCC will be free to cancel the allotment and levy cancellation charges as above.

d) In case of withdrawal/ cancellation of the apartments, refund of Applications Money shall be normally dispatched within 30 days from the date of withdrawal/ cancellation of the application. 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 re-sale of such apartment at its sole discretion.

25. The Applicant agrees to comply with terms and conditions of the Application / agreement and to sign and return to NBCC the Agreement within thirty (30) days from the date of its dispatch by NBCC, failing which, NBCC shall have the right to cancel/ terminate the provisional

allotment agreement and forfeit the Non-refundable amounts along with levy of cancellation charges as per clause 24(b). Thereafter, the Applicant shall be left with no lien, right, title, interest or any claim of whatsoever nature in the Dwelling Unit and the Parking Space(s). NBCC shall thereafter be free to re-sell and / or deal with the Dwelling Unit in any manner whatsoever. NBCC shall at all times have the first lien and charge on the Dwelling Unit for all its dues payable by the Applicant to NBCC.

26. CORRECTION / MODIFICATION IN THE NAME OF THE APPLICANT / ALLOTTEE

i)	Correction in the name of the applicant or joint applicant after issue of Allotment Letter but before depositing allotment money / acceptance of allotment letter.	Nil
ii)	Correction in the name of the applicant or joint applicant on attaining marital status in case of marriage of female applicant or up gradation in the designation of the applicant in army services or change in Salutation on attaining higher degree, like Ph.D., Major General etc.	Nil
iii)	Correction in the name of the applicant or joint applicant, for whatsoever reasons after depositing allotment money / acceptance of allotment letter, except for the reasons at (i) & (ii) above.	Rs.10,000/- each time plus applicable Service Tax

27. TRANSFER FEE

The allottee may get the allotment transferred in the name of heirs / successors / nominees before execution of conveyance deed. No transfer, addition / deletion of name or alienation of interest of any nature whatsoever shall be permitted and recognized by NBCC except upon payment of a transfer fee (excluding applicable service tax) on the following rates:

- a) Addition / deletion / modification in the names of Joint Applicant (i.e. Son/Daughter/Wife/Mother /Father/Brother/Sister only) : Rs 20,000/- **Each case**  
**(This shall not be treated as transfer)**
- b) Transfer to the family member with blood relation & subject to the Conditions that the transferee fulfill the eligibility criteria of Govt. Employment : Rs 50,000/- **(ONE TIME ONLY)**
- c) Transfer to the family member & subject to the condition that the transferee does not fulfill the eligibility criteria of Govt. Employment : Rs 1,00,000/- **(ONE TIME ONLY)**
- d) Transfer in the name of any other person : @ Rs. 100/ sft of super area of DU

In case of death of the applicant / joint applicant, deletion of name of the deceased or addition of the name of the legal heirs of the deceased in the application / allotment shall be free of cost but for same necessary legally required documents shall have to be provided.

Transfer(s) made after NBCC has conveyed the apartment(s) in favour of the allottees shall not be governed by the above provisions. The Applicant shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such transfer, assignment, deletion and substitution.

However, after execution of conveyance deed, for the purpose of mutating the flats in the records of NBCC, a transfer shall be done, for which NBCC shall charge fee as under;

For the first year from the date of conveyance deed by NBCC	:	Rs 10,000/- per transfer plus applicable Service Tax
For transfers after one year of conveyance deed by NBCC	:	Rs 10,000/- + 5% increase in fee (every year) applicable on last year's fee plus applicable Service Tax

28. The Applicant agrees that in case the Applicant opts for a loan arrangement with any financial institutions/ banks, for the purchase of the Dwelling Unit, the conveyance of the Dwelling Unit in favor of the Applicant shall be executed only upon NBCC receiving "No Objection Certificate" from such financial institutions/ banks.
29. The Applicant shall indemnify and keep NBCC's representatives and effect indemnified and harmless against the payments and observance and performance of all the covenants and conditions and any loss, damage or liability that may arise due to non payment, non observance or non performance of the said covenants and conditions by the Applicant as mentioned in the Application and Agreement.
30. The Applicant agree that in respect of all remittances, acquisition/ transfer of the Dwelling Unit, any refund, transfer of security etc. shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments pr amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law and it shall be the sole responsibility of non-resident/ foreign national of Indian origin/ foreign nationals/ foreign companies to abide by the same. NBCC accepts no responsibility in this regard.
31. The Applicant agree to inform NBCC in writing any change in the mailing address mentioned in this Application, failing which all letters by NBCC shall be mailed to the address given in this Application and deemed to have been received by the Applicant. In case of Joint Applicants, communication sent to the first named Applicant in this Application, shall be deemed to have been sent to all the Applicants.
32. The Applicant understands that the provisional and/ or final allotment of the Dwelling Unit is entirely at the discretion of NBCC.

33. The furniture and fittings layouts shown/ mentioned in the floor plans and/or in the brochure, publicity materials etc. are merely suggestive. NBCC is in no way responsible for such provisions fitment of same and cost of same is not included in the cost of apartments.
34. 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 regards shall be final & binding on applicant/ allottee at all stages.
35. This Application is deemed to have been executed in Delhi and Courts in Delhi alone shall have the jurisdiction to decide matters arising out of or in connection with the said Application.
36. All pro-rata charges shall be calculated based on the super area of all 490 units as per Annexure-II.
37. **COMMUNITY CENTRE / SWIMMING POOL**

NBCC proposes to setup a Community Centre –cum-swimming pool for the use of residents of the Complex only. It is expected that the said facility will be in place together with the completion of the complex but the same shall be made operational on handing over of atleast 10% of the units. Additional Charges for its maintenance, operation of swimming pool and using the space exclusively for holding any personal function shall be extra and binding on the user / members, as decided by the maintenance agency / RWA.

38. It is agreed & understood by the applicant that a Real Estate Regulation (Control) Bill is likely to be tabled in the Parliament of India for passing of the same as an Act. If, due to that act, there is any change in the structure of terms of this sale including but not restricted to amendments to super area, carpet area, built up area etc., all the recommendations which need to be incorporated shall be so incorporated in this agreement / or a revised agreement and the Allottee shall have no objection to the same as long as the transaction to the apartment applied for and other terms and conditions remain the same. It may involve restructuring / or rewriting of the agreement with the proportionally increased price on carpet area basis or built up area basis or revision of method, terms or price payable on any other basis for compliance of the terms, act, bye-laws of the said act but the total price payable for this apartment and other terms and conditions contains herein shall remain unchanged.
39. **Environment Commitment**

I / We the undersigned applicant (s) do hereby undertake that I / we shall always maintain the ecological harmony interalia common area solar lighting, water recycling, waste segregation, CFL lighting, double

glazing, solar water heating, harvesting and recharge and to maintain flora & fauna, extensive plantation and aqua life and have fully understood and have willingly omitted to share the extra obligations for environment conservation within the complex and shall always co-operate and vote for any or all decisions, which will be requested by the developer for long term maintenance of extra establishment for this cause.

I/We have fully read and understood the above mentioned terms and conditions and agrees to abide by the same.

SIGNATURE OF THE JOINT APPLICANT

SIGNATURE OF THE SOLE APPLICANT

DATE :

PLACE:

## ANNEXURE-I

## PAYMENT DETAILS (INSTALLMENT PLAN)

SL. NO.	DESCRIPTION	TYPE-I	TYPE-II	TYPE-III	TYPE-IV	TYPE-V	TYPE-VI
1	CONFIGURATION	2BHK	3BHK	BHK+ STUDY	BHK+ STUDY	4BHK WITH STUDY	4BHK WITH SERVANT
2	SUPER AREA	1140	1765	2125	2125	2458	2462
3	BASIC SALE PRICE OF UNIT	4421000	6637000	8083000	8113000	9264000	9458000
4	AMOUNT PAYABLE WITH APPLICATION	100000	200000	300000	300000	400000	400000
5	ALLOTMENT MONEY PAYABLE WITH IN 45 DAYS OF ALLOTMENT	563150	795550	912450	916950	989600	1018700
6	FIRST INSTALLMENT PAYABLE WITHIN 90 DAYS OF ALLOTMENT	884200	1327400	1616600	1622600	1852800	1891600
7	SECOND INSTALLMENT PAYABLE WITHIN 9 MONTHS OF ALLOTMENT	884200	1327400	1616600	1622600	1852800	1891600
8	PLC PAYABLE WITHIN ONE YEAR OF ALLOTMENT	100% OF PLC (AS APPLICABLE)	100% OF PLC (AS APPLICABLE)	100% OF PLC (AS APPLICABLE)	100% OF PLC (AS APPLICABLE)	100% OF PLC (AS APPLICABLE)	100% OF PLC (AS APPLICABLE)
9	THIRD INSTALLMENT PAYABLE WITHIN 15 MONTHS OF ALLOTMENT	663150	995550	1212450	1216950	1389600	1418700
10	FOURTH INSTALLMENT PAYABLE WITHIN 21 MONTHS OF ALLOTMENT	442100	663700	808300	811300	926400	945800
11	FIFTH INSTALLMENT PAYABLE WITHIN 27 MONTHS OF ALLOTMENT	663150	995550	1212450	1216950	1389600	1418700
12	<b>ON POSSESSION</b>						
a	BALANCE SALE CONSIDERATION	221050	331850	404150	405650	463200	472900
b	MAINTENANCE CHARGES FOR ONE YEAR (EXCLUDING SERVICE TAX)	27360	42360	51000	51000	58992	59088
c	INTEREST FREE MAINTENANCE SECURITY (IFMS)	57000	88250	106250	106250	122900	123100
d	DOCUMENTATION CHARGES	10000	10000	10000	10000	10000	10000
e	BALANCE COST OF OPTIONAL PARKING SLOTS, IF ALLOTTED BY NBCC.	AS APPLICABLE	AS APPLICABLE	AS APPLICABLE	AS APPLICABLE	AS APPLICABLE	AS APPLICABLE
f	TOTAL AMOUNT PAYABLE EXCEPT OR OPTIONAL PARKING, PLC ETC. (AS APPLICABLE)	4515360	6777610	8250250	8280250	9455892	9650188

*	<b>SERVICE TAXES AND OTHER TAXES/CESSES/STAMP DUTY/REGISTRATION CHARGES ETC. (AS APPLICABLE) SHALL BE EXTRA AND ARE NOT INCLUDED IN ABOVE FIGURES.</b>
*	<b>IN CASE THE APPLICANT OPT FOR DOWN PAYMENT PLAN, THEN HE SHALL HAVE TO PAY ENTIRE COST AS ABOVE (EXCLUDING THE DUE AMOUNTS PAYABLE AT THE TIME OF POSSESSION) AT THE SCHEDULED DATE OF PAYMENT OF FIRST INSTALLMENT AND IN SUCH CASE A DISCOUNT OF 8% (EIGHT PERCENT) ON THE BALANCE COST PAID IN ADVANCE (I e. second to fifth installments) , SHALL BE ALLOWED.</b>
*	<b>BASIC SALE PRICE HAS BEEN TAKEN AS LUMPSUM AND NOT DERIVED FROM ANY SALE RATE</b>

**ANNEXURE-II****DETAILS OF THE DWELLING UNITS THEIR BUILT-UP AREA, SUPER AREA,  
TOTAL NOS & NOS OF UNITS PUT TO SALE AND DESIGNATED PARKING SLOTS  
ALLOTTED WITH THE UNIT**

Type of DU	Configuration	Total Nos of DUs	Nos of DUs already Sold	Nos of DUs now being Sold	Nos of DUs on hold	Covered Area i/c Balcony	Super Area	Parking Slots being allotted with each DUs		
						Sft	Sft	Covered Cars	Open Cars	Covered Scooter
Type-I	2 BHK	80	66	7	7	916	1140	1	0	1
Type-II	3BHK	124	58	33	33	1470	1765	1	0	1
Type-III	3 BHK + Study	76	5	35	36	1799	2125	1	1	0
Type-IV	3 BHK + Study	106	20	43	43	1799	2125	1	1	1
Type-V	4 Bed with Study	54	3	26	25	2147	2458	1	1	0
Type-VI	4 Bed with Servant	50	17	16	17	2147	2462	2	0	1
Total		490	169	160	161					

The number of apartment(s) offered for allotment is indicative only. NBCC reserves the right to increase or decrease the No. of apartment(s) at the time of allotment.

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**ANNEXURE-III****PREFERENTIAL LOCATION CHARGES**

Preferential Location Charges (PLC) shall be charged (in addition to the other charges) for the flats facing Parks / Green or main entrance side or floor level etc. as under:

<b>Description</b>	<b>Applicable rate per SFT of super area (Rs/Sft)</b>
• For Units facing Green area	110/-
• For Units facing Club / School area	110/-
• For Units at First floor (Immediately after stilt)	80/-
• For Units at Second floor	60/-
• For Units at Third floor	40/-

- Note: i) PLC, if any, shall be applicable on the super built-up area only.
- ii) In case the unit is having more than one PLC then all such PLCs shall be applicable on the unit.

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