



**OFFER DOCUMENT FOR LEASE SALE OF OFFICES
IN NBCC IMPERIA AT CHANDRASHEKARPUR, BHUBANESWAR
ON FIRST COME FIRST SERVE BASIS**

NIO NO: NBCC/CGM/REM/2018/5(1)



**OFFER DOCUMENT
CHIEF GENERAL MANAGER (REM&D)**

**NBCC (INDIA) LTD.
(A Navratna CPSE)
NBCC PLACE, PRAGATI VIHAR, BHISHAM PITAMAH MARG, NEW DELHI-
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NBCC (INDIA) LTD.
(A Navratna CPSE)

**LEASE SALE OF OFFICE SPACE IN NBCC IMPERIA AT
CHANDRASHEKARPUR, BHUBANESWAR
ON FIRST COME FIRST SERVE BASIS**

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ANNEXURE-I

LIST OF AVAILABLE OFFICES WITH SALEABLE AREAS IN TOWER-I AND SALE RATE

3RD FLOOR				
OFFICE NO.	COVERED AREA(IN SFT.)	CARPET AREA(IN SFT.)	SALEABLE AREA(IN SFT.)	SALE RATE (IN RS. PER SFT.)
303	1370	1163	2260	8700
304	489	404	806	8700
307	489	404	806	8700
Total	2348	1971	3872	
7TH FLOOR				
OFFICE NO.	COVERED AREA(IN SFT.)	CARPET AREA(IN SFT.)	SALEABLE AREA(IN SFT.)	SALE RATE(IN RS. PER SFT.)
701	662	564	1198	8700
702	505	419	916	8700
703	1083	859	1960	8700
704	489	404	885	8700
705	676	566	1223	8700
706	676	566	1223	8700
707	489	404	884	8700
708	998	789	1807	8700
709	274	254	497	8700
710	662	242	1198	8700
711	1384	564	2505	8700
Total	7898	5631	14296	
8TH FLOOR				
OFFICE NO.	COVERED AREA(IN SFT.)	CARPET AREA(IN SFT.)	SALEABLE AREA(IN SFT.)	SALE RATE (IN RS. PER SFT.)
801	662	564	1198	8700
802	505	419	916	8700
803	1083	859	1960	8700
804	489	404	885	8700
805	676	566	1223	8700
806	676	566	1223	8700
807	489	404	884	8700
808	998	789	1807	8700
809	274	254	497	8700
810	662	242	1198	8700
811	1384	564	2505	8700
Total	7898	5631	14296	

9TH FLOOR				
OFFICE NO.	COVERED AREA(IN SFT.)	CARPET AREA(IN SFT.)	SALEABLE AREA(IN SFT.)	SALE RATE (IN RS. PER SFT.)
901	662	564	1212	8700
902	505	419	925	8700
903	1083	859	1982	8700
904	489	404	894	8700
905	676	566	1237	8700
906	676	566	1237	8700
907	489	404	894	8700
908	998	789	1827	8700
909	274	254	502	8700
910	662	242	1212	8700
911	1384	564	2532	8700
Total	7898	5631	14454	

PARKING:

Number of Parking slot shall be allotted at fixed price as below:	
1 covered/ Open Car park per 2000 Sft. of saleable area.	
Covered Car Spaces	Rs. 3.0 Lac each slot
Open Car Space	Rs. 1.5 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.

NOTE:-*The parking charges are payable extra alongwith fixed price as shown above.*

Allotment of office will only be at discretion of NBCC.

Chief General Manager (REM&D)

NBCC (INDIA) LTD
(A Navratna CPSE)

APPLICATION FORM



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

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

A. PARTICULARS OF THE APPLICANT

1. Name of individual(s) / Firm :
/ Lead Partner (IN CAPITAL).

2. Status of the applicant/firm/lead partner :
(Whether Public limited, Pvt. Ltd., Partnership,
Sole Proprietorship etc.)

3. i) Year of establishment of firm. :

ii) Year of establishment of Consortium :

iii) Consortium partners. :a)
:b)

4. *Whether the applicant is Competent to contract under Indian Contract Act, 1872 as Per Foreign Exchange Regulation Act 1973/Foreign Exchange Management Act, 1999 in case of NRI (Tick whichever is applicable)*

YES _____ NO _____

5. Name of the authorised signatory of the Firm/Lead member and his Designation : Mr/Mrs/Ms.....

:Designation

6. Name of Father/Husband of the Applicant (In case of Individual) :

7. Nationality Age

8. Full residential address (In case of Individual) :.....
 :.....
 :.....
9. Correspondence address :.....
 :.....
10. Address of consortium partners (If applicable) :.....
11. Permanent account number of the purchaser (Photocopy of the PAN CARD is to be enclosed) :
12. Contact Numbers/ Name Office :.....
 Res :.....
 FAX :
- Mobile :.....
 E MAIL ID:.....
13. Details of Application Money amount
 Amount :.....
 DD/PO No. :.....
 Name of Bank :.....
 Date of issue of D.D./PO No. :.....
14. Bank Details for refund of amount
 Name of the Bank :.....
 Name of the branch and its address :.....
 Account number of the applicant :.....
 RTGS code of the bank :.....
15. Preferable Office/ Floor/ Area :.....

I/We the undersigned hereby apply to NBCC (INDIA) Ltd. for allowing me/us for the booking/allotment of built up office space at NBCC Imperia, Chandrashekarapur, Bhubaneswar. 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 (INDIA) Ltd shall without prejudice to any other right or remedy be at liberty to forfeit the full application money for the booking absolutely.

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

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

Date:

Place:

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

Note:

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

ACCEPTANCE LETTER

(TO BE ENCLOSED IN ENVELOPE – ALONGWITH APPLICATION MONEY)

To,

The Chief General Manager (REM&D)
NBCC (INDIA) LTD,
NBCC Place, Pragati Vihar,
Bhisham Pitamah Marg,
New Delhi-110003

Sir,

ACCEPTANCE OF TERMS & CONDITIONS OF SALE

1. The offer document containing terms & condition for lease sale of office space in NBCC Imperia at Chandrashekarapur, Bhubaneswar has been downloaded by me/us from website of NBCC. I/We hereby unconditionally accept the terms & conditions and offer document in its entirety.
2. It is clarified that after unconditionally accepting the terms & condition in its entirety, it is not permissible to put any remark(s)/ condition(s) alongwith the offer and the same has been followed in the present case. In case this provision of offer document is found violated at any time, I/We agree that the offer document shall be summarily rejected and NBCC without any prejudice to any other right or remedy be at liberty to forfeit the full application money absolutely.
3. The required application money for booking/ allotment of built-up office space in NBCC Imperia, Chandrashekarapur, Bhubaneswar is enclosed herewith.

Yours faithfully

(Name & Signature of Applicant)

Date:

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

2.0 INSTRUCTIONS TO APPLICANTS

2.0.0 ELIGIBILITY

- i) The applicants can be individual, registered firm, registered trust, registered co-operative society, public limited company, private limited company, partnership firm registered with appropriate authorities, Govt. departments, PSUs etc.
- ii) The applicants should be legally competent to enter into contract as per prevailing laws of India.
- iii) NBCC may also consider the applications submitted by a consortium of individual/companies. The numbers of consortium partners should not exceed four, out of which one should be the lead partner. The lead partner should be an Indian individual or Indian company/entity. An undertaking is to be signed by all the consortium members in favour of the lead partner, as per format placed at Annexure- IV and is to be submitted on the scheduled date & time. However, no change in the consortium structure shall be allowed till the completion of all the formalities of transfer of the office/shop in the name of the lead partner subject to acceptance of the application by NBCC. If there is any change in the consortium structure, NBCC reserves the right to cancel the booking and / or acceptance letter and forfeit the application money and other amounts deposited with NBCC and proceed with the re-sale of the property at NBCC's discretion.
- iv) Individual or any company also participating in the booking process in the individual capacity, cannot participate as a member/ partner in any other consortium formed with other individual or companies for participating in the booking process to purchase shop or office space in the said complex. If at any time it surfaces that this provision has been violated, NBCC at its discretion shall forfeit the application money, any other amounts deposited with NBCC and proceed with resale of the property at its discretion.
- v) Resident Indian, lead partner of the consortium and Companies/Trust Registered in India shall be required to provide the Permanent Account Number as issued by Income Tax Authorities in India. In case of consortium an undertaking is to be signed by all the consortium members in favour of the lead partner, as per format placed at **Annexure-IV** in offer documents.
- vi) FDI as per latest notification of the Govt. of India.

2.1.0 MODE OF SUBMISSION OF APPLICATIONS

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

- Application form (**Annexure - II**) with complete offer document/formats duly filled in, signed and stamped on each page by applicant, cutting or over-writing, if any, shall be signed and stamped by the authorised person.
- Application Money – Multiple (as many) Applications in case the applicant intends to buy more than one office space.
- Acceptance letter for un-conditional acceptance of the conditions as per proforma placed at **Annexure-III**.
- Authorization & Undertaking, in case where consortium, partnership etc. is applicable.
- Complete offer / Application documents duly filled in along with brochure, signed and stamped on each page by applicant, cutting or over-writing, if any, shall be signed and stamped by the authorised person.
- Copy of power of attorney/partnership deed, duly attested by Notary Public in favour of authorised signatory in case the offer is from a firm/ company.
- Any other information as required.
- **Incomplete form is liable to be rejected.**

This Envelope shall be marked as: "**APPLICATION FOR LEASE SALE OF OFFICE SPACE IN NBCC IMPERIA AT CHANDRASHEKARPUR, BHUBANESWAR** " .

The sealed envelope, as above, is to be submitted at the specified office address on scheduled date & time. The document(s) received after the scheduled time shall not be considered. NBCC shall not be responsible for postal delays.

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

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

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

The allotment-cum-demand letter will be issued by NBCC to the allottee after acceptance of the application by the competent authority. The allottee is required to deposit the balance amount and other due payments through bank draft / pay order/ bankers cheque as per payment schedule / allotment-cum-demand letter. Any delay in release of balance payment by the allottee shall attract simple interest the interest shall be the State Bank of India highest marginal cost of funds based lending rate plus two per cent will be charged on delayed amount.

2.3.0 INTERPRETATION OF CLAUSES OF THIS DOCUMENT

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

2.3.1 If any applicants intends to purchase multiple office space then the applicant has to submit as many applications and application money (as the number of office space intended to be bought) etc.

2.3.2 The cost of attached numbers of car parking spaces is not included in the cost / rates to be quoted 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. The applicant may indicate their additional requirement of covered/ open 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 ELIGIBILITY

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

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

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

3.2 LOCATION

The plot is located at Chandrashekarapur, Bhubaneswar. The proposed complex can be accessed through 100 feet wide existing road which stretches between Mancheshwar Station Road & Sachivalaya Marg. The immediate surroundings of the subject property are mainly comprised of residential buildings, institutional development and high street retailing along major transportation corridor. Major institutional development includes directorate of Drug Control, National Institute of Science Education & Research, central excise & cost department etc.

3.3 DOCUMENTS

All the documents and or references contained in the offer document documents including Lease Deed to be signed between NBCC & BDA 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 applicants are required to satisfy themselves about the location of the plot, saleable area corresponding usable areas, title of the land, statutory approvals and other details before submission of application for purchase of space in the Complex.

3.5 TERRACE RIGHTS

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

terraces and the space so constructed at its discretion without any hindrance or interference from allottee(s).

3.6 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

GENERAL

"NBCC IMPERIA" is a commercial cum residential complex. Residential Block is having five towers separately for 3 BHK with Large Study (2B+S+13), 2 BHK with Large Study (2B+S+17), LIG (G+3) and two towers of EWS (S+3).

Commercial Block has two towers, one tower has shops & office (G+12) and other tower having shop on lower floors & service apartment on upper floor (G+13).

FLOORING & FINISHING

Office shall be provided as bare-shell i.e without flooring/finishing/fixtures/false ceiling/ AC ducting etc.

3.8 CURRENT STATUS OF THE PROJECT

NBCC has purchased land measuring about 20456 Sqm (5.055 acre) in Chandrashekharpur, Bhubaneswar. The land is on lease period of 83 years from the date of signing of lease deed between NBCC & BDA i.e from 11TH March 2015. The Development Agreement was signed on 08.10.2013 between BDA and NBCC. NBCC has to pay Ground Rent/ Lease rent charges to BDA and further charges, if any, will be passed on to the applicants as per actual and shall be recovered from the allottees before handing over of possession. The project is also registered in Odisha RERA authority vide registration no **MP/19/2018/00027**.

3.9 NAME OF THE BUILDING

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

3.10 INSTALLATION OF SIGN BOARD

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

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

3.11 COMMON AREAS

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

3.12 EQUIPMENTS RELATED TO COMMON SERVICES

All the fixtures and equipments viz. Electric panels, Lifts, pumps etc. shall be the joint property of allottees & NBCC (for only the unsold portion).

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 facade or external colour scheme of the building. The allottee shall be solely responsible for all deviations, violations of any of the conditions or rules or bye laws of local, State, Central Govt. Authorities and shall be responsible for structural, fire and other safety measures at all times after handing over of the premises to the Allottee by NBCC. The Allottee shall use the offices only for the purpose which is permissible by local bodies and shall not use the said premises for any purpose which may or is likely to be cause nuisance or annoyance to neighbouring properties or for illegal or immoral purpose. In any case the Allottee shall be solely responsible for all damages/liabilities that may become payable including penalties from local authorities, if any.

3.14 PAYMENT SCHEDULE

S.No.	Description	Amount payable
1	Application Money cum allotment money	10% of the sale price
2	First Installment payable within 3 months from date of allotment letter	55% of the sale price (alongwith applicable GST, upto S. NO 2)
3	Second Installment payable within 8 months from date of allotment letter or 90% completion of fixing doors, window & flooring in the building whichever is later	15% of the sale price (alongwith applicable GST)
4	Third Installment payable within 12 months from date of allotment letter or initial installation of lifts in the building whichever is later.	15% of the sale price (alongwith applicable GST)
5	Within 30 Days of issuance of demand letter for possession by NBCC	5% of the sale price (alongwith applicable GST) + 100% cost of parking space and other allied charges as applicable.

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

Any delay in release of balance payment by the allottee shall attract simple interest, the interest shall be the State Bank of India highest marginal cost of funds based lending rate plus two per cent will be charged on delayed amount.

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 of commercial complex, 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 of the commercial complex, 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 along with 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 simple interest, the interest shall be the State Bank of India highest marginal cost of funds based lending rate plus two per cent will be charged on delayed amount. On completion of every two years of maintenance period, there shall be an increase of 10% (Ten Percent) in maintenance charges on last applicable charges. Applicable Maintenance charges payable by the allottees for purchase of space shall be as under

For all offices	Rs 5 per sft. of saleable area (plus applicable GST) per month.
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After entire complex is sold out, NBCC at its sole discretion may handover the Maintenance of the complex to the Maintenance Agency constituted by allottees.

The above maintenance rate includes the cost of the followings;

- i. In case of failure of regular power, Power back up facility in all common areas between 9.00 AM to 10.00 PM (13 Hrs).
- ii. Security of common areas.
- iii. Upkeep of common toilets.
- iv. Cleaning of common areas.
- v. Running and operation of common area lighting, services such as fire fighting, lifts, DG sets (as per above timings), etc.,
- vi. Replacement of damaged parts of the common services such as DG, Fire fighting equipments, pump, substation etc.
- vii. Insurance premium for equipment only.
- viii. Running and operation of DG sets (as per above timings).

The followings are not included in the maintenance charges:-

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

NOTE:

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

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

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

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

The additional charges shall be as under:

Description	Rate* (Rupees)
Running of DG	2500/- per hour (Excluding fuel charges)

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

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

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

* If the space buyer defaults in making Maintenance Charges on due date of payment provided on Holidays then the due charges shall attract simple interest, the interest shall be the State Bank of India highest marginal cost of funds based lending rate plus two per cent will be charged on delayed amount 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 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 to sell in favour of the Allottee within 30 days of payment of 10% of sale consideration value to NBCC and on completion of all other formalities.

ii) The Agreement to sell shall be executed with the Allottee specifying therein all the terms and conditions related to the sale of property.

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

iv) All costs, charges, taxes, cess surcharges and expenses incidental to and in relation to the sale including the cost of incidental to the sale agreements and other writings, if required to be made in pursuance thereof, stamp duty, registration fee, other charges etc., shall be borne and paid by the allottee alone.

v) The registration & documentation charges etc. shall be payable by successful allottee only.

3.18 PROPERTY TAX/ WEALTH TAX

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

3.19 STAMP DUTY

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

3.20 GST

GST 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 STATUTORY REGULATIONS

Purchaser shall comply with all statutory provisions, rule & regulations, bye-laws etc., in all respects, including payment of all fees, taxes in accordance with the provisions of:-

- i) Any Central or State enactment, ordinance or other Statute, or any regulation or by law of any local or other duly constituted authority in force from time to time.
- ii) The rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way.

3.22 MISREPRESENTATION/FRAUD/BREACH OF TERMS AND CONDITIONS

If it is discovered at any point of time that the applicant has purchased the property by suppression of any fact or misrepresentation or fraud or if there is any breach of the conditions or violation of any of the terms of the sale deed, lease deed, local bye-laws, statutory laws, in that event the sale of space may be cancelled by the NBCC and the application money and other amounts paid by the applicant shall be forfeited and NBCC shall re-enter the building and take over possession of the same from the applicant. In such an event, applicant will not be entitled to any compensation whatsoever, or refund of any 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 endeavour to complete the project within 21 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 payable by NBCC shall be simple interest, the interest shall be the State Bank of India highest marginal cost of funds based lending rate plus two per cent will be charged on delayed amount beyond 12 months (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 33 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	Application Money shall be forfeited (Inclusive of all taxes)
ii)	After Allotment	Application Money + 3% of total amount due up to the date of submission of withdrawal request along with all the required documents less application money (Plus applicable taxes)

The upper limit of deduction in case of cancellation will not be more than 10% of the total sale consideration of the unit purchased by applicant.

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

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

The Allottee shall have no claim on NBCC in case transfer of space/agreement in favour of third party nominated by Allottee cannot be affected by NBCC due to any reasons whatsoever. All such transfers of the space shall be with the approval of the competent authority.

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

3.26 INSPECTION OF SITE & DOCUMENTS

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

3.27 CLARIFICATIONS

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

3.28 REVISION OF OFFER

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

3.29 AMENDMENT IN OFFER 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.com. 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 as per approved quality norms and approved plans. However, it is the responsibility of the

Allottee to ensure structural soundness of the construction while taking up any modification works in the space allotted/sold to the Allottee.

3.31 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 Bhubaneswar Development Authority or any other local/Central Govt. body towards house tax, property tax or any other taxes, levies or charges, the same shall be borne by the space buyers. House tax will be payable by each space buyer to Bhubaneswar Development Authority.
- b) If any charges are levied by Bhubaneswar Development Authority or any other local/ central Govt. body towards ground rent, vacant land tax/house tax (property taxes) or any other taxes, levies or charges respectively the same shall be borne by the space buyers irrespective of the fact that the buyer is not enjoying any benefit of the space signs it has not been completed. House tax will be payable by each space buyer and consolidated demand is made by Bhubaneswar Development Authority then in that event each space buyer will pay the proportionate share to the builders on the basis of area of space or the annual letting value as the case may be.
- c) Cost towards electrical fixtures such as fans, lights is not included in the cost of space. The space buyers shall install such fixtures inside their space at their own cost. NBCC had installed electrical fixtures in common area as per the requirement ascertained and finalized by NBCC only. The cost towards such fixtures shall be deemed to be included in the rates to be offered to by space buyers. The subsequent replacement of fixtures in common areas shall be done by the agency maintaining the complex and from the maintenance charges etc.
- d) The cost on account of security deposit paid/payable to BDA or any other electric company acting on behalf of BDA etc. shall be borne by the space buyers on pro-rata basis and is payable in addition to price quoted in the offer document.
- e) NBCC shall charge **5% towards handling charges** on proportionate basis from each buyers on the payments made to BDA 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 simple interest, the interest shall be the State Bank of India highest marginal cost of funds based lending rate plus two per cent will be charged on delayed amount. The GST, if any, shall be borne by the buyer of space (Applicant).

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

- The NBCC hereby also conveys along with the said premises unto the buyers, the right to use all common amenities, facilities and conveyances like all open spaces, lobbies passages, stair cases, ways, drainages, water, sewers etc. of the whole of the building.
- The buyer shall maintain at their own cost the said premises in good condition state and repair all the time and shall abide by all bye-laws, rules and regulations of the Government, Bhubaneswar Development Authority and / or any other authorities and local bodies and shall attend answer and be responsible for all deviation, violation of any of the conditions or rules or bye-laws.
- The buyers hereby covenant to keep the said premises, walls, and partition walls, sewers, drains, pipes and appurtenances thereof in good conditions and in particular so as to support, shelter and protect the parts of building other than their premises.
- The buyers shall not use the said premises for any purpose, which may or is likely to cause nuisance or annoyance to occupiers of other premises in the building or to the owner or occupiers of the neighbouring properties or for any illegal or immoral purposes.
- The buyers shall not store in the said premises any goods of hazardous or combustible nature or which are so heavy as to affect the structure of the said building.

3.32 MISCELLANEOUS CONDITIONS

- a) The NBCC hereby also conveys along with the said premises unto the buyers, the right to use all common amenities, facilities and conveyances like all open spaces, lobbies passages, stair cases, ways, drainages, water, sewers etc. of the whole of the building.
- b) The buyers hereby covenant to keep the said premises, walls, and partition walls, sewers, drains, pipes and appurtenances thereof in good conditions and in particular so as to support, shelter and protect the parts of building other than their premises.
- c) The buyers shall not use the said premises for any purpose, which may or is likely to cause nuisance or annoyance to occupiers of other premises in the building or to the owner or occupiers of the neighboring properties or for any illegal or immoral purposes.

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

3.34 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.

Authorization & Undertaking

(On Non Judicial stamp paper of Rs. 100)

We, (1) _____ (Name of 1st partner),
(2) _____ (Name of 2nd partner),
(3) _____ (Name of 3rd partner)
(4) _____ (Name of 4th partner) hereby authorize

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

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

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

In witness whereof those present have been signed by us onth day of2018

1) (1st partner)

2) (2nd partner)

3) (3rd partner)

4) (4th partner)