



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

Acceptance of Terms & Conditions

1. NBCC MHG-JV Shall appoint the sales channel partner for selling the flats constructed at NBCC Town, Phase – I, Delhi Saharanpur Highway, Khekra, Uttar Pradesh at the price and the terms and conditions finalized by NBCC MHG-JV.
2. The sales channel partner agrees to organize bookings for the said Projects by way of offer of sale/allotment of the flats, depending upon the availability of such units, as per the rates and in conformity with the terms and conditions prescribed by NBCC MHG-JV from time to time.
3. This registration is strictly limited for the sale of Residential apartments at NBCC Town, Phase – I, Delhi Saharanpur Highway, Khekra, Uttar Pradesh.
4. The sales channel partner will be entitled to the fees at the following rates.
 - **2% for Basic Sale price of DUs (Dwelling Units) subject to Rs. One lac per DU (Dwelling unit) and Maximum Rs. Three Lacs per DU (Dwelling unit).**
 - **The fee is exclusive of GST as applicable.**
 - **The Schedule of disbursement of fee is as follows:**

S.NO	MILESTONE	PERCENTAGE OF FEE
1	On receipt of first instalment money @ 30% of BSP	(30%)
2	On receipt of second instalment @ 30% of BSP.	(30%)
3	On receipt of balance sale consideration of BSP plus other charges and issuance of No Dues Certificate to customer	(40%)

Note: The Channel partner shall raise the bill in the prescribed format as provided by NBCC (INDIA) LTD

5. The Sales Channel Partner understand and agrees that the rates prevailing on the day on which the application form for the booking of flats is submitted to NBCC MHG-JV or as revised by NBCC MHG-JV shall apply and not the rates on which sales channel partner has taken the booking from its customers. The bookings facilitated by the Sales Channel Partner shall always be subject to the confirmation of NBCC MHG-JV. It shall be the sole discretion of NBCC MHG-JV to either confirm or reject the bookings facilitated by the Sales Channel Partner and the Sales Channel Partner shall not object to the same.

6. The Sales Channel Partner shall submit account payee Cheques/Pay Orders/Demand Drafts drawn in favour of NBCC MHG-JV payable at New Delhi from its customers against the facilitated bookings of the said Project and submit such instruments to the Builder and obtain appropriate receipt from NBCC MHG-JV. The Sales Channel Partner is strictly barred from collecting or receiving cash against booking(s)/installment or from issuing receipts /acknowledgements to the customers on behalf of the Builder.
7. The Sales channel partner hereby indemnifies and undertakes to keep NBCC MHG-JV, its assignees, nominees and its officers/employees fully indemnified and harmless from and against all the consequences of breach by the Sales channel partner of any of the terms and conditions , rules of procedure of bookings, mandates given by NBCC MHG-JV, and regulations or any law being in force as also of any representations or warranties of channel partner not being found to be true at any point of time, including but not limited to any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs faced, suffered, inflicted or incurred by any of them. The Sales channel partner hereby accepts and acknowledges to have clearly agreed and understood that this indemnity would cover all acts of commission and omissions on the part of the personnel, representatives and/or any other person claiming to be under the Sales channel partner
8. The Sales channel partner is strictly prohibited from using the logo of NBCC MHG-JV for any purpose whatsoever and also barred from issuing or publishing any statements or advertisement in print or audio-visual media or through any other mode relating to facilitation of bookings of the said Projects either in its own name or on behalf of the NBCC MHG-JV without the express written consent of NBCC MHG-JV. The Sales channel partner shall not use or cause to be used, any material, information oral or write-up, other than what is specifically provided by the NBCC MHG-JV in the application form, brochure of the said Project.
9. Any meetings, conferences, exhibition, audiovisual presentations on individual/group basis organized by the Sales channel partner shall be at its own initiative and at its own cost and expenses including on account of traveling, conveyance, communication and entertainment or otherwise
10. NBCC MHG-JV shall be entitled to recover the brokerage/commission paid against bookings facilitated/made by the Sales channel partner, in case such booking(s) is/are cancelled by the Builder/customer for any reason whatsoever. NBCC MHG-JV shall also be entitled to adjust against the future brokerage/commission payable by NBCC MHG-JV to the Sales channel partner, the amount of brokerage/commission paid against bookings facilitated/made by the Sales channel partner, in case such booking(s) is/are cancelled by the Builder/customer for any reason whatsoever
11. The Sales channel partner shall affix their rubber stamp with signatures of the Authorized Signatory of the Sales channel partner on all the applications of the properties booked by the Sales channel partner. The Sales channel partner has agreed and understood that the Sales channel partner shall be entitled to brokerage/commission only on those bookings which bear the rubber stamp and signatures of the Sales channel partner and which are countersigned by the officials of the builder.

12. NBCC MHG-JV reserves the right to reject any bookings facilitated/made by the Sales channel partner without assigning any reason therefor. Further, NBCC MHG-JV shall have a right to amend, modify, delete or add to the terms and conditions of transfer of flats booked by the Sales channel partner
13. The Sales channel partner shall be responsible for and pay all expenses whatsoever of its offices and its activities including, but not limited to, rent, telephone, telegraph, postage, stationery, salaries and travel of its staff/agent
14. It shall be the responsibility of the Sales channel partner to extend support and provide clarifications as may be required by the prospective customers introduced by him/them and to ensure that the payments are received/encashed, as per the payment plan of the Builder. Further, it is the responsibility of the Sales channel partner to keep itself abreast of the prevailing rates, price lists, terms and conditions, rules, regulations governing the said Projects that may be issued, amended or updated by the Builder from time to time
15. NBCC MHG-JV, at all times, shall have the unfettered right to cancel/terminate this Registration/Association without assigning any reason therefor by simply giving the Sales channel partner one (1) months' notice in writing. NBCC MHG-JV shall further be entitled to immediately cancel/terminate this agreement without any notice in the event of any breach of default by the Sales channel partner in complying with the terms of this agreement and the obligations arising here from. The Sales channel partner shall also have the right to terminate this Agreement without assigning any reason therefor by giving one (1) month's notice in writing, provided that the Sales channel partner shall continue to fully and completely abide by its obligations under this Agreement during such notice period.

I hereby unconditionally accept the terms and conditions.

Signature of Authorised Signatory
with Rubber Stamp