



**OFFER DOCUMENT FOR SALE OF SHOPS /OFFICES**  
**AT NETAJI SUBHASH CHANDRA BOSE ARCADE, CUTTACK, ODISHA THROUGH**  
**E-AUCTION**  
**NIT NO: NBCC/CGM/REM&D/2019/4**



CHIEF GENERAL MANAGER (REAL ESTATE MARKETING)

**NBCC (INDIA)LTD.**  
**Formerly known as National Building Construction Corporation Ltd.**  
(A GOVT.OF INDIA ENTERPRISE)  
**NBCC PLACE, PRAGATI VIHAR, BHISHAM PITAMAH MARG, NEW DELHI-110003.**  
Telephone No.011-46990020  
Web:[www.nbccindia.com](http://www.nbccindia.com)E-Mail: remktgr@nbccindia.com

**NBCC (INDIA)LTD.**  
**Formerly known as National Building Construction Corporation Ltd.**  
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**SALE OF SHOPS / OFFICES AT NETAJI SUBHASH CHANDRA BOSE ARCADE,  
CUTTACK, ODISHATHROUGH E-AUCTION**

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**NBCC (INDIA) LTD.**  
(A Navratna CPSE)

**OFFICE OF THE CHIEF GENERAL MANAGER (REAL ESTATE MARKETING)**  
NBCC Place, Pragati Vihar, Bhisham Pitamah Marg, New Delhi-110003

**NOTICE INVITING OFFER (NIO)**

**SALE OF SHOPS / OFFICES AT NETAJI SUBHASH CHANDRA BOSE ARCADE,  
CUTTACK, ODISHA THROUGH E-AUCTION**

NBCC (INDIA) LTD (A Govt. of India Enterprise) announces sale of Commercial Space at Netaji Subhash Chandra Bose Arcade in Cuttack through e-auction, as per following details:

1	NIT No.	:	NBCC/CGM/REM&D/2019/4
2	Offer for	:	Sale of shops, Offices at Netaji Subhash Chandra Bose Arcade, Cuttack, Odisha.
3	Reserve sale rate of Commercial units put on sale through e-auction	:	As per Annexure – I
4	Earnest Money Deposit	:	Rs. 1,00,000 for each Unit, EMD to be deposited in the form of DD/Pay order /Bankers Cheque in favour of " <b>NBCC (INDIA) LIMITED-</b> " payable at New Delhi.
5	Lease Sale Price of shops/ Offices	:	As per Annexure-B
6	Status of Land	:	90 years lease w.e.f. the year 1999
7	Last Date of submission of Documents		Upto 24/05/2019, till 3:00 pm.
8	Cost of offer document.		Free of cost
9	Participation Fee.		Rs.5,900/- inclusive of 18% GST non-refundable in the form of DD/Pay order/ Bankers Cheque in favour of " <b>NBCC (INDIA) LIMITED</b> " payable at New Delhi.
10	Transaction Fee		0.05% of cost of unit, based on reserved sale rate subject to minimum Rs. 500 /- and maximum Rs. 5000 /- for each unit (excluding GST @ 18%) through DD. In favour of " <b>NBCC (INDIA) LIMITED-</b> " payable at New Delhi

11	Period of availability of Offer documents on NBCC website.	:	From 10.05.2019 to 24.05.2019
12	Last date of submission of offer documents	:	24.05.2019 upto 3.00 PM
13	Date & time of opening of Envelope containing requisite details, EMD, Participation Money, transaction amount etc.	:	24.05.2019 at 4.00 PM
14	Period of mock e-auction for the purpose of awareness of the bidders	:	27.05.2019 and 28.05.2019
15	Date of E-Auction	:	29.05.2019 (1200 to 1400 Hrs or till extended period)
16	Place of submission and opening of offer document.		Office of the General Manager (REM&D), NBCC (INDIA) LTD, NBCC Place, Pragati Vihar, Bhisam Pitamah Marg, New Delhi-110003. Telephone No.011-46990020
17	Detail of contact person		Sh. Prashant Bedwal, AM(REM) - 8527136569

Complete offer document is available on website of NBCC, [www.nbccindia.com](http://www.nbccindia.com).

Corrigendum, if any, shall only be available on website of NBCC.

NBCC (INDIA) LTD reserves the right to accept or reject the highest bid received or annul this process or withdraw of any commercial unit from sale at any time without assigning any reason whatsoever.

Incomplete form submitted by the applicant is liable to be rejected.

**It is suggested that the applicant (authorised signatory) should get the Digital Signature (Class III) ready for participating in e-auction as without Digital Signature (Class III) applicant will not be able to participate in e-auction.**

The intending bidder must read the terms and conditions of sale of offer documents carefully and he/she should only submit his bid if he/she considers himself eligible.

The bidder shall also be required to register itself with ITI (The agency engaged by NBCC (INDIA) LTD for holding e-auction) by paying necessary fee for Registration and Digital Signatures.

The bidder shall also be liable to pay transaction fee (payable to ITI) for as many units accessed by the bidder, which is 0.05% of cost of unit, based on reserved sale rate subject to minimum Rs. 500 /- and maximum Rs. 5000 /- for each unit (excluding GST@ 18%).

For this purpose a Demand Draft has to be submitted in favour of "**NBCC (INDIA) LIMITED**" payable at New Delhi. NBCC shall divert the requisite amount towards transaction fee and pay it to ITI on behalf of the bidder for as many shops accessed during e-auction (whether the bidder is highest or not in any or all units) and excess amount, if any, shall be refunded to the applicant/bidder without any interest.

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

**ANNEXURE-A****LIST OF AVAILABLE UNITS WITH SALEABLE AREAS AND RESERVE PRICE THROUGH E-AUCTION**

Lease Sale of prime location commercial shops / offices in Netaji Subhash Chandra Bose Arcade, Cuttack, Odisha as per details below:

<b>Sr No</b>		<b>Unit Number</b>	<b>Saleable Area (sq.ft.)</b>	<b>Reserve Sale rate (in Rs per sft)</b>
1	<b>UPPER GROUND FLOOR</b>	7	332	3000
2		57	322	2900
3		58	332	2900
4	<b>FIRST FLOOR</b>	1	322	2900
5		2	322	2900
6		3	322	2900
7		48	231	2600
8		49	224	2600
9		50	231	2600
10	<b>SECOND FLOOR</b>	Hall No.6	1283	2500
11		Hall No.7	2147	2500
12		Hall No.18	2147	2500
13		Open Terrace	740	2500
14		Open Terrace	740	2500
15	<b>THIRD FLOOR</b>	Hall No.4	2036	2400

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

**NOTE:** The bidders are required to quote for the rate per sft of the premises in the e-auction over and above the reserve sale rate against saleable area as mentioned above. The bid for e-auction shall start with the reserve sale rate. Minimum increment of bid in e-auction for rate shall be Rs. 100 per sft or multiple thereof. The parking charges are payable extra at fixed price as shown above.

NBCC (INDIA) LTD shall make allotment of unit only if the price quoted in auction is equal to or more than Reserve price finalised by NBCC.

The parking charges are payable extra at fixed price as shown above.

NBCC (INDIA) Ltd is privy to Reserve price, NBCC shall make allotment of units only if the price quoted in auction is more or equal to Reserve price finalised by NBCC.

**CHIEF GENERAL MANAGER (REM)**

**ANNEXURE B**

**NBCC (INDIA) LTD.**

**Formerly known as National Building Construction Corporation Ltd.**

(A Govt. of India Enterprise)

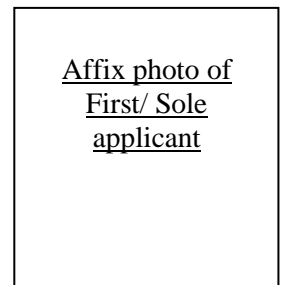
**APPLICATION FORM FOR LEASE SALE**

(This form is to be filled by the applicant in **capital letters** only)

This form is to be submitted by the intending applicant along with EMD, participation fee, transaction fee and document duly signed by authorised representative as token of acceptance of terms & conditions of document

**A. Particulars of the Applicant**

1. Name of the individual(s)/Firm/ Lead Firm (in capital) :
2. Name of the Consortium partner (if any) :
3. Status of the applicant/firm/lead firm (whether Public limited, Pvt. Ltd. Partnership, Sole Proprietorship etc.) :
- 4.i) Year of establishment of firm. :
- ii) Year of establishment of Consortium. :
- iii) Consortium partners : a) .....  
: b) .....
5. Name of the authorized signatory of the firm/lead firm and his designation :
6. Name of Father/Husband of the applicant :
7. Nationality :
8. Age :
9. Full Residential address :
10. Correspondence address :
11. Address of consortium partners : a) .....  
: b) .....
12. PAN No. of the applicant : .....



- 13 Aadhar number of the purchaser  
(Copy of aadhar card to be encl.) : .....
- 14 Contact Numbers/ Name Office:.....  
Res:.....  
FAX: .....  
Mobile:.....  
E MAIL ID:.....
15. Details of EMD  
Amount :.....  
DD/PO No. :.....  
Name of Bank :.....  
Date of issue of D.D./PO No. :.....
16. 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 :.....

I/We the undersigned being the applicant as mentioned above, hereby apply to NBCC for allotment of the built up shop / office No. described above in A-block, Netaji Subhash Chandra Bose Arcade, Cuttack, Odisha in accordance with the terms & conditions of standard draft agreement to sell. In case provisions of the documents is found violated at any time, I /we agree that the allotment shall be summarily rejected and NBCC shall without prejudice to any other right or remedy be at liberty to deduct the cancellation charge as per the application form. I/We have inspected the shop/office for which the offer is to be submitted.

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

I/we also understand that incase of withdrawal of my application at any stage the cancellation charge shall be deducted as per terms & conditions of application form.

The terms and conditions of agreement to sell, are also signed and being submitted alongwith the application form as a token of acceptance of the same unconditionally.

Dated:

Place:

Signature of the applicant  
Or on behalf of the applicant/  
lead consortium partner



Note:

- a) Any correction in the offer document should be initialed by the applicant/ authorized person.
- b) All pages of the application form and the offer document should be signed by the applicant/ authorized 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 – 1 ALONGWITH APPLICATION MONEY)

To,

The Chief General Manager (REM)  
National Buildings Construction Corporation,  
NBCC Place, Pragati Vihar,  
Bhisham Pitamah Marg,  
New Delhi-110003.

Sir,

**ACCEPTANCE OF TERMS & CONDITIONS OF SALE**

**The offer document containing terms & condition for lease Sale of shops/ offices in Netaji Subhash Chandra Bose Arcade, Cuttack has been downloaded by me/us from website of NBCC. I/We hereby unconditionally accept the terms & conditions and offer document in its entirety.**

1. The contents of clause 2.1.3 and 2.1.4 of the bid documents (Instructions to Bidders) have been noted wherein, it is clarified that after unconditionally accepting the terms & condition in its entirety, it is not permissible to put any remark(s)/ condition(s) along with the bid and the same has been followed in the present case. In case this provision of bid document is found violated at any time, I/We agree that the Application/ bid document shall be summarily rejected and NBCC without any prejudice to any other right or remedy be at liberty to forfeit the full said earnest money deposit (EMD) absolutely.
2. The required earnest money (EMD) for booking/ allotment of built-up space in Netaji Subhash Chandra Bose Arcade, Cuttack is enclosed herewith.
3. The requisite participation fee of Rs. 5,900/- inclusive of 18% GST is enclosed.
4. Required Transaction fee of 0.05% of cost of unit, based on reserved sale rate subject to minimum Rs. 500 /- and maximum Rs. 5000 /- for each unit (excluding GST as applicable) through DD is enclosed.

Yours faithfully,

(Signature of the Applicant)

Date:

## **2.0 INSTRUCTIONS TO APPLICANTS(ITA)**

### **2.0.0 ELIGIBILITY**

- a. The bidder 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.
- b. The bidder should be legally competent to enter into contract as per prevailing laws of India.
- c. 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.
- d. 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.

The ENVELOPE shall contain the following:

- Application form (Annexure B) 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.
- Acceptance letter for un-conditional acceptance of the conditions as per performa placed at Annexure-D.
- Authorization & Undertaking, Copy of power of attorney/partnership deed duly attested by Notary Public in favour of authorised signatory in case where consortium, partnership etc. is applicable.
- Terms & Conditions of sale along with instruction to the applicants/applicant is to be duly signed by the applicant.
- Copy of PAN/TAN card.
- **Incomplete form is liable to be rejected.**
- Any other information as required.

The Envelope shall be marked as: **“EMD, PARTICIPATION FEE, TRANSACTION FEE, TERMS & CONDITIONS OF SALE & ACCEPTANCE LETTER FOR SALE OF COMMERCIAL UNITS AT NETAJI SUBHASH CHANDRA BOSE ARCADE, CUTTACK”**

**NIT** : NIT NO: NBCC/CGM/REM&D/2019/4

**DUE ON** : **24.05.2019 by 3.00 P.M.**

**FROM** : .....

The sealed envelope, as above, is to be submitted at the 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 Applicants/Bidders fulfilling the eligibility criteria i.e. unconditional acceptance of the conditions of sale, deposition of participation money and Earnest Money shall only be issued user's name / password for participation in the E-auction. All other incomplete applications for participation in the e-auction shall be rejected.

A demonstration of E-Auction shall be conducted by ITI for the convenience of intending bidders so as to familiarize with the procedures of E-Auction. In case due to any reason the intending bidder does not get information regarding password / users name or intimation about demonstration of e-auction by dd/mm/yyyy, then the intending bidder should inform CGM(REM), NBCC so that required details can be furnished immediately to the intending bidder subject to acceptance by NBCC.

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

2.1.4 In case the conditions 2.1.3 mentioned above is found violated at any time, the bid shall be summarily rejected and NBCC shall, without prejudice to any other right or remedy, shall forfeit the full Earnest Money absolutely.

2.1.5 The e-auction shall be held for sale rate of shop, the E-auction shall start at the reserve sale rate of shop. Minimum incremental difference between two consecutive offers during e-auction shall be Rs 100 per Sft or multiple thereof. The bidders are required to quote the rate per Sft of the premises in the e-auction over and above the reserve sale rate against saleable area mentioned in the Annexure-I.

2.1.6 Canvassing by the bidders or their representatives whether directly or indirectly in connection with bidding process before or after the e-auction may lead to cancellation of their Application/ bid

## **2.2.0 EARNEST MONEY DEPOSIT**

Earnest Money Deposit (EMD), as per Notice Inviting Tender, is required to be deposited along with the filled up offer document for participation in bid, in the form of Demand Draft/Pay Order/Banker's Cheque in favour of "NBCC (INDIA) LIMITED" payable at New Delhi. EMD in any other forms shall not be accepted.

2.2.1 The EMD of the bidders other than highest & second highest bidders will be refunded within 7 (Seven) days of the date of the e-auction. EMD of the second highest bidder will be refunded without any interest, within 7 (Seven) days of approval of the proposal, but latest within 90 days of date of E-auction.

2.2.2 No interest will be payable by the NBCC on the EMD amount.

2.2.3 EMD of highest bidder (to be termed as Allottee after issuance of Allotment-cum-demand letter by NBCC, shall be treated as part payment towards sale of built-up space and shall be adjustable in the consideration value as per details mentioned in the "payment schedule".

### **2.3.0 E-AUCTION METHODOLOGY AND TERMS**

i) The bidders are required to quote for the rate per sft of the shops in the e-auction equal to or over and above the reserve sale rate against saleable area mentioned in the Annexure-I. E-auction will start and end as per schedule mentioned in offer document. The bid for e-auction shall start at the reserve sale rate. Minimum increment of bid in e-auction for rate shall be Rs. 100 per sft or multiple thereof. The reserve price as mentioned in the document may not be treated as final price. In case any bid is given within the last five minutes period before closing of bid, then an extension of time module of 5 minute(s), shall become due automatically. Such extensions in period shall continue till no fresh bid is received in last 5 minutes period from the scheduled/extended period of closing of bid. If, no fresh bid is received in last 5 minutes period from the scheduled/extended period of closing of bid then bid shall automatically get closed.

ii) NBCC reserves the right to amend/modify/add the terms & conditions of sale and/or accept/reject any or all or withdraw any shop from said sale at any stage prior to issuance of allotment letter, without assigning any reason.

iii) It is presumed that the intending bidder has inspected the complex and has familiarized himself/itself with the prevalent conditions in all respects. The cost of any premises shall be worked out based on the saleable area mentioned in Annexure-I and corresponding highest bid for rate. In case at the time of handing over the usable area is increased or decreased due to any reason, then the sale value of space shall be adjusted accordingly. However, the accepted cost of space shall have to be deposited as per allotment terms before taking the possession of the built-up space. The bidder has satisfied himself/themselves as to the extent of corresponding usable area being made available.

iv)The bidders are not permitted to withdraw/ modify/ surrender the bid once the process of bidding is concluded and in case the bid is withdrawn/modified or surrendered then the Earnest Money Deposit (EMD) of the bidder shall be forfeited. This shall be without prejudice to other rights or remedies that may be available to NBCC.

v) The highest bidder is required to pay a sum equivalent to 15% (Fifteen percent) of its bid amount, after adjusting the earnest money deposit (EMD), within 72 Hrs of the time of closing of E-auction.

This amount is to be paid through demand draft/pay order/ banker cheque in favour of "NBCC (INDIA) LIMITED" payable at New Delhi:

Chief General Manager (REM&D),  
Real Estate Marketing Division,  
NBCC Place, Pragati Vihar, Bhisham Pitamah Marg,  
New Delhi-110003.  
E-mail : repre@nbccindia.com , remktgr@nbccindia.com

The bidder is required to deposit this amount with NBCC (INDIA) LTD in the above specified period without waiting for any demand notice from NBCC

#### **2.4.0 ACCEPTANCE / REJECTION OF THE BID**

The acceptance of the highest e-auction bid shall be at the sole discretion of the NBCC, even if amount equivalent to 15% of the highest bid has been remitted by the bidder and NBCC does not bind itself to confirm to the highest bid & reserve its right to reject all or any of the bid without assigning any reasons, whatsoever and the decision of the competent authority of NBCC in this regard shall be final and binding to the bidders. In case of cancellation of bid or offer is not accepted by the Competent Authority of NBCC, the Deposits of the highest bidder, shall be refunded without any interest within 7 days of the rejection of the bid.

#### **2.5.0 ISSUE OF ALLOTMENT-CUM-DEMAND LETTER TO THE ALLOTTEE & DEPOSIT OF BALANCE PREMIUM**

The allotment-cum-demand letter will be issued by NBCC to the allottee after acceptance of the offer by the competent authority. The allottee is required to deposit the balance amount and other due payments through bank draft / pay order/ bankers cheque/ RTGS 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 (2) two per cent will be charged on delayed amount.

#### **2.6.0 INTERPRETATION OF CLAUSES OF THIS DOCUMENT**

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

2.6.1 If any bidder intends to purchase multiple shops then the bidder has to submit single application and single participation money/fee and as many EMDs (as the number of shops intended to be bought) etc., Once the bidder is highest or remains highest in any of the bid then the password allocated shall become infructuous and the bidder shall not be able to bid for any other shop, in case the bidder has deposited single EMD. Similar methodology shall apply for the applicant, who has deposited multiple EMDs, but in that case, the eligibility to participate in the multiple shops at a time shall, increase accordingly and the bidder can be highest or remain highest for as many shops as the EMDs deposited.

All participating bidders will be required to submit transaction fee of 0.05% of cost of unit, based on reserved sale rate subject to minimum Rs. 500 /- and maximum Rs. 5000 /- for each unit (excluding GST @ 18%) for participation in the e-auction. For example if a bidder wishes to participate in the e-bidding for 2 units, then the bidder will deposit 2 Transaction Fees as applicable.

2.6.2 The balance area on electric room, pump room, stairs, etc. – shall remain the property of the builder and the builder reserves the right to use the area at its discretion.

### **3.0 GENERAL CONDITIONS OF CONTRACT**

#### **3.1 GENERAL**

##### **3.1.1 INFORMATION ABOUT THE BUILDING**

NBCC has signed an agreement with Cuttack Development Authority (CDA) on 04.12.99 to develop its surplus lease hold land at Old Jail Premises, Cuttack into a commercial complex on space sharing basis. The lease period is 90 years w.e.f the year 1999.

The Commercial Complex Project at A-Block, Netaji Subhash Chandra Arcade, Cuttack, Odisha is a Joint Venture Project of Cuttack Development Authority (CDA), National Buildings Construction Corporation (NBCC) & United Builders (UB). Presently construction of A-block has been completed having 390 Nos. of shops on lower ground, upper ground, first floor & 30 No. offices on the 2nd & 3rd floor. NBCC has its share of 25 shops & 4 No. office spaces at different floors.

A-Block, Netaji Subhash Chandra Bose Arcade is an ideal location to open a departmental store, a food circuit, a home furnishing shop, a gift galleria, ATM's, Jewellery Shops, an internet cafe, printing & stationary product shop, medical shop, accessories, apparels & shops of multipurpose nature. The impeccable ambience will establish an everlasting relationship with customers and bring them back, time & again.

The offices are situated on 2nd & 3rd floor in this complex. The offices are meticulously planned and provide right environs for peaceful working. The office areas are planned in order to provide maximum efficiency of floor space.

##### **3.1.2 AVAILABLE SPACE UNDER SALE**

- a) NBCC intends to lease sell the balance shops/offices of its share in said complex by inviting offers from prospective buyer.
- b) As per Annexure A

#### **3.2 PRICE**

- a) As per Annexure A

- 3.3** If it is noticed at any point of time that the intending buyer has purchased the property by suppression of any fact or mis-statement or misrepresentation or fraud or if there is any breach of the conditions of the sale or violation of any of the terms of the conveyance deed, local by laws, statutory laws, the sale may be cancelled by the NBCC and the application money and other amounts paid by the intending buyer shall be deduct as per the terms & conditions of application form In such an event, applicant will not be entitled to any compensation whatsoever, or refund of any application money or any other amount paid by him.



### **3.4 PRESENT STATUS OF SPACE**

The project is complete in all respects & is partially under occupation. However the built up space is proposed to be sold on "As is where is" and "as is what is" basis. The applicant before submitting its bid for purchase of built up space should verify and satisfy himself regarding the extent of work, quality of work and facilities available.

### **3.5 STATUS OF LAND/ BUILDING**

The said land belongs to Cuttack Development Authority (CDA) and has been developed as Commercial Complex A-Block, Netaji Subhash Chandra Arcade, Cuttack, Odisha under joint venture of CDA, NBCC and M/s. United Builders (M/s. U.B.) on space sharing basis. The project has been completed for sale on lease hold basis. The sale is being done by each joint venture partner for their respective share of spaces. The built-up space is being sold on lease basis. The lease deed of the entire space (including share of the JV partners) shall be executed directly between the allottee as Lessee and the CDA as Lessor and on standard terms and conditions.

**LAND RIGHT** shall mean proportionate impartible undivided interest in the land to be conveyed in favour of prospective purchaser for the residue period of **70 years (2019 – 2089)** as stipulated under the principal lease deed with such extended period as may be renewed by the competent authorities.

### **3.6 PROPERTY TAX**

The allottee of the space shall have to deposit the proportionate share of the property tax for the built-up space purchased by it directly to CDA. The liability of allottee to pay property tax shall start w.e.f. the date of possession of the built-up space. The buyer shall keep NBCC indemnified against any claim in this regard.

### **3.7 INSPECTION OF SITE**

Applicants are advised to inspect the site before submission of their offer. The applicant shall have no claim on NBCC whatsoever later on for not visiting/inspecting the site and also for not or incomplete studying of drawings/title etc. The applicant should satisfy itself before submitting their offer.

### **3.8 CLARIFICATIONS**

The applicant requiring any clarification on the offer document may notify NBCC in writing at least 7 days prior to the scheduled date of submission of NIT 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 such applicant submitted their application form then it shall be presumed that no query of the applicant remain unanswered, even if no reply has been sent by NBCC.

### 3.9 REVISION OF OFFER

No negotiation on price of shop/office is allowed.

### 3.10 VALIDITY

The offers shall be valid for acceptance by NBCC for a period of 90 days from the date of allotment.

### 3.11 PAYMENT TERMS

S. No.	Description	Amount payable
1	EMD/Application Money	Rs. 1,00,000 /-
2	Within 72 Hours of closing of the E-auction (in case the day of payment happens to be Sunday or bank holiday then it shall be deposited by next day)	30% of the highest bid price (i.e 30% of highest bid rate * Saleable area after adjusting EMD amount) (along with applicable GST, if applicable)
3	Final Instalment within 45 days of issuance of allotment letter.	70% of the accepted bid price (along with applicable GST, if applicable) and other allied charges if any.

\* In case of any delay in paying the above balance amount, simple interest @ 15% per annum shall be applicable.

### 3.12 AGREEMENT TO SELL/ EXECUTION OF LEASE

- i) NBCC will sign agreement to sell in favour of the Allottee within 30 days of issue of letter of acceptance 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. The agreement to sell shall be as per specimen enclosed at **Annexure-F**.
- iii) All costs, charges, taxes, cess surcharges and expenses incidental to and in relation to the sale, stamp duty, registration fee, other charges etc., in respect of agreement to sell/execution of lease shall be borne and paid by the Allottee alone and shall be over and above the requisite amount.
- iv) If any registration or documentation charges are payable for registration of land separately in the name of NBCC, the same shall be payable by NBCC. However, in case the registration of land is done along with built up space and/or only built up space is registered in favour of the Allottee then the registration & documentation charges etc. shall be payable by Allottee only.

### **3.13 TRANSFER OF PROPERTY RIGHTS**

Till execution of 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 lease deed shall however, not be governed by this clause.

### **3.14 STAMP DUTY**

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

### **3.15 COMPLIANCE WITH STATUTES REGULATIONS**

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

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

### **3.16 SETTLEMENT OF DISPUTES**

In case of any doubt or dispute in respect of interpretation of agreement to sell, terms and conditions of sale document and allotment etc the interpretation by NBCC shall be final and binding on the buyer.

### **3.17 JURISDICTION**

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

### **3.18 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 or extend the last date of submission of offer by a corrigendum/amendment.

The corrigendum/amendment shall be uploaded on website of NBCC [www.nbccindia.com](http://www.nbccindia.com). The applicants are advised to visit the NBCC's website for this purpose regularly.

### **4.19 COMPLIANCE WITH TERMS AND BY LAWS**

The space buyer will abide by terms & conditions of Agreement to Sell in respect of the space allotted to the buyer. The terms of "Agreement to Sell" shall include all the terms & conditions as mentioned herein above & as applicable. In case of any default, the buyer shall be responsible for all consequences/ penal action without any liability on NBCC whatsoever.

### **4.20 DOCUMENTS**

All the conditions contained in the document are complimentary to each other and are binding on the intending applicant. In case of any contradiction and/or ambiguity in the documents, the same shall be interpreted solely by NBCC. The decision of NBCC in this regard shall be final & binding on applicant(s).

### **4.21 STRUCTURAL CHANGES**

The Allottee will not make any structural additions / alterations in the space or other part of the building without written permission from the concerned authorities. The Allottee shall not make any changes in the external façade or external colour scheme of the building. The allottee shall be solely responsible for all deviations, violations of any of the conditions or rules or bye laws of local, State, Central Govt. Authorities and shall be responsible for structural, fire and other safety measures at all times after handing over of the premises to the Allottee by NBCC. The Allottee shall use the shops 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 neighboring 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.

#### **4.22 SUPER AREA TERMS**

The super built up area shall be the sum of covered area of the said premises and proportionate share of common areas in the said complex.

The entire Shop/Office of NBCC share shall be sold on the basis of super built up area basis as per terms & conditions mentioned in the document. These terms are binding on the applicant. The applicants are requested to make their own calculations after site visit / details contained in the documents for the actual usable area available in the total saleable area before participating of their offer. NBCC shall not entertain any claim at any stage for the actual carpet area in the total saleable super area, neither NBCC shall provide any calculations / details for the same. The charges, fees & amounts mentioned in these terms are payable in addition to price offered by the applicant and is binding on the successful applicant.

- 4.23** The cost towards area if utilized in expansion of services provided or for adding new services will be charged from the space buyers in proportion to the super area allotted and at the rate of sale of space to the individual buyers.
- 4.24** Cost on account of modification required by statutory bodies in the services after the date of acceptance letter would be charged to the successful applicant on pro-rata basis.
- 4.25** All betterment charges or development levies, if any, charged by the Govt. or local authorities subsequent to date of acceptance letter, shall be borne by the buyer in proportion to the area acquired.
- 4.26** Any other charges pertaining to facilities other than specified which the buyer would like to avail, shall be paid by the buyers as per actual along with NBCC's service charges of Fifteen percent & taxes etc. in force at that time. However, such facilities shall be provided on the sole discretion of NBCC and subject to feasibility.
- 4.27** The association has already been formed by the Shop owner, for maintenance of the complex. The successful applicant is required to become a member of the society / association & shall be bound by the rules, regulation, bye-laws framed by such society/Associate i/c payment of membership fee, monthly fee etc as decided by the society / association which will maintain & administer the common areas & facilities in the complex.
- 4.28** The lease deed of the built up space in the building will be executed at Cuttack subject to payment of all dues including interest, if any. The lease deed shall be registered in the name of individual buyer as per the approved standard format. The Registration and all other charges, fees, stamp duty that may be levied in this connection shall be borne by the space buyer in addition to the sale consideration and allied charges, ground rent etc. as notified from time to time.

#### **4.29 COMMON AREAS**

Although common areas are charged to in the super area calculations, for this built up space, all the users / occupiers of the building have equal right to use this common space. The successful applicant shall not have any exclusive right of such common spaces and shall in no way encroach / block such common spaces.

#### **3.30 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 Cuttack 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. Ground rent and House tax will be payable by each space buyer to Cuttack Development Authority.
- b) Cost towards electrical fixtures such as fans, lights is not included in the cost of space. The space buyers shall install such fixtures inside their space at their own cost. NBCC shall install 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 cost on account of power connection, an amount of Rs.20,000/- over and above the shop cost will be paid by the space buyer for shop/office, which will be paid to associate (M/s. United Builders). The associate has to meet the cost of service line charges, bulk electric supply charges, permanent connections, security charges, connections for common area from this amount. Additional charges, if any, incurred on this account will be charged to the space buyer. The buyer will pay this amount before execution of lease deed.

#### **3.31 OPEN TERRACE RIGHTS**

The terrace on second floor is uncovered terrace, if any applicant desires to obtain right to use of open terrace, NBCC may provide exclusive use right to the applicant for the terrace area subject to the following conditions:

- i) The exclusive use right will be given to the applicant as per the price mentioned in offer document (no ownership right).
- ii) The prospective buyer of terrace shall only have the right to use.
- iii) The Prospective buyer can't cover the terrace either by temporary or permanent means.
- iv) The prospective applicant should at-least have ownership right of one shop/office at the 2<sup>nd</sup> floor of this complex (either from the NBCC share

or from CDA/UB share). In case the applicant for open terrace, has also submitted his offer for any shop/office at 2<sup>nd</sup> floor, then he will be considered for terrace right only if he become a successful applicant in draw of lots for any shop/office at 2<sup>nd</sup> floor.

- v) In-case the applicant is already owner of any shop/office at 2<sup>nd</sup> floor in this complex, he will have to attach a copy of ownership document along with the offer document for open terrace.

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

- a) The NBCC hereby also conveys along with the said premises unto the buyers, the right to use all common amenities, facilities and leases like all open spaces, lift, lobbies passages, stair cases, ways, drainages, water sewers etc. of the whole of the building.
- b) The buyer shall maintain at their own cost the said premises in a state of good condition and repair all the time and shall abide by all bye-laws, rules and regulations of the Government, Cuttack 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.
- c) 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.
- d) 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.
- e) 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.

**3.33** Agreement to sell will be executed at New Delhi on confirmation of the provisional allotment made to the prospective buyers or at other location as may be decided by NBCC.

**3.34 WITHDRAWAL OF APPLICATION/ CANCELLATION OF BOOKING/ALLOTMENT**

Applicants are free to withdraw and cancel their allotment/booking at any time before/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:

1	Non payment of allotment money with 72 hrs of closing of e-auction	EMD/Application Money shall be forfeited (Inclusive of all taxes)
2	After payment of allotment money	EMD/Application Money + 3% of total amount paid and due (except application money), including interest as on date of submission of withdrawal request (Plus applicable taxes) along with all the required documents.

In case of nonpayment or part payment against Cl No. 3.11 of payment terms beyond a period of 180 days from the date of issue of the allotment letter, the allotment in favour of the successful applicant shall automatically stand cancelled and refund of any amounts paid by him shall be effected after deduction of cancellation/ administrative charges as applicable in the terms and conditions of application form. All refunds to non-resident Indians (NRI)/ foreign citizens of Indian origin shall however be made in Indian Rupees.

In case of withdrawal/ cancellation of the space, refund of applications amount shall be normally made within 30 days from the date of withdrawal/ cancellation of the application at the registered postal address only. It is further clarified that no claims for any damages shall be tenable in the event of cancellation of the allotment and NBCC shall proceed with resale of built-up space at its sole discretion.

### **3.35 MAINTENANCE**

The association has already been formed by the Shop owners, for maintenance of the complex. The successful applicant in draw of lots is required to become a member of the society / association & shall be bound by the rules, regulation, bye-laws framed by such society/Associate i/c payment of membership fee, monthly fee etc as decided by the society / association which will maintain & administer the common areas & facilities in the complex.

Maintenance charges at the prevailing rates, terms & condition shall be payable w.e.f. date of handing over of possession.

### **3.36 POSSESSION OF THE SPACE**

The possession will be handed over only on payment of entire sale consideration along with other dues, interest as decided by NBCC on the delayed payment if any, maintenance charges, society fee & on becoming the member of Association or Society.

\*\*\*\*\*



**Authorization & Undertaking**

(On Non Judicial stamp paper of Rs. 100)

We, (1) \_\_\_\_\_ (Name of 1<sup>st</sup> partner),  
(2) \_\_\_\_\_ (Name of 2<sup>nd</sup> partner),  
(3) \_\_\_\_\_ (Name of 3<sup>rd</sup> partner)  
(4) \_\_\_\_\_ (Name of 4<sup>th</sup> 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 Netaji Subhash Chandra Bose Arcade, A – block, Cuttack, Odisha.

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 deduct the cancellation charge as per the terms and conditions of application form. We herewith confirm that in this eventuality we (individually or collectively) shall have no right or lien on space / property & NBCC at its sole option can proceed with the sale of property to any other party.

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

In witness whereof those present have been signed by us on .....th day of .....2013

1) (1st partner) .....

.....

2) (2nd partner) .....

.....

3) (3rd partner) ..... ..

.....

4) (4th partner) .....

.....

**AGREEMENT TO SELL**

This Memorandum of Agreement executed at New Delhi on this .....Day of -.....- 2013 (two thousand thirteen):

**Between**

**M/s. National Buildings Construction Corporation, a company incorporated under the Companies Act, 1956, having its registered office at NBCC Bhawan, Lodhi Road, New Delhi – 110003** acting through its Shri \_\_\_\_\_ hereinafter called the **PARTY OF THE FIRST PART.**

**And**

**Sri/Smt. ...., S/o/W/o/D/o-.....,** .age about ..... years , permanent resident of ..... at present residing at ..... hereinafter called as the **Prospective Purchaser**, which expression shall unless excluded by or repugnant to the subject or context, mean and include his / her legal heirs / successors-in-interest / successors and assigns of the **PARTY OF THE SECOND PART.**

**And whereas**, the Cuttack Development Authority is a body corporate constituted under the Odisha Development Authorities Act. The statute confers Power on the development authority interalia to formulate development schemes, town planning schemes, for the benefit of persons belonging to all strata of society.

**And Whereas**, the Government of Odisha in pursuance of a policy decision, had delivered possession of a piece and parcel of land out of the lands, which fell vacant consequent upon shifting of old jail, in favour of Cuttack Development Authority for causing development by construction of a commercial arcade. The Cuttack Development Authority has conceived and planned a modern shopping mall over a portion of the said land, comprising of office space, commercial units, shop rooms etc. in the multistoried conclave having the name and style of "Netaji Subhash Chandra Bose Shopping Arcade", with necessary infrastructural facilities and amenities. It was decided interalia that the project in question shall be developed by Cuttack Development Authority on joint venture scheme in collaboration with developers/builders. The Government of Odisha, in Housing and Urban Development Department vide letter No. 17328 dated 13.05.1998 had approved the joint venture scheme for construction of the commercial complex over the land in question.

**And whereas**, the National Building Construction Corporation Limited (NBCC), a Government of India Enterprise, had submitted the offer pursuant to the tender notice issued by Cuttack Development Authority. The contract had been settled in favour of NBCC Limited vide letter no. 9599 dated 14.07.1998 issued by the Authority. Subsequently a joint venture agreement dated 04.12.1999 had been executed between Cuttack Development Authority and NBCC Limited, crystallizing the terms and conditions of the joint venture scheme for construction and development of the commercial complex.

**And whereas,** on the basis of the agreements executed between Cuttack Development Authority and NBCC Limited, resultantly NBCC Limited, had derived the right to construct the proposed commercial arcade over the land in question and dispose of the built up space / shops/offices in the complex pertaining to their allocation. Accordingly NBCC Limited with M/s. United Builders, had proceeded with the construction of the project namely Block – A of the “Netaji Subhash Chandra Bose Shopping Arcade”, which has been fully constructed in the meantime and the same is functional.

**And whereas,** a supplementary agreement dated 14.09.2005 had been executed between Cuttack Development Authority and NBCC Limited, which primarily provided that the allocation of built up space of Cuttack Development Authority shall be 29% in all the floors and the allocation of the NBCC & Associate Developer was specified at 71 % of the built up space of all the floors to be disposed on lease hold basis for a period of 90 years from the date of agreement dated 12.04.1999.

**And whereas,** party of the second part / prospective purchaser had submitted an application evincing an unequivocal intention for purchasing and acquiring a built up space / shop rooms / unit by way of absolute sale together with the transfer of lease hold interest in the land by way of sublease for the residue period. NBCC has allowed inspection of all documents, agreements and supplementary agreement executed by and between the parties as set out above as well as the building plans approved by Cuttack Development Authority including the designs and specification to the prospective purchaser / party of the second part and the legal right as well as competency of NBCC to transfer the built up space in the complex having the name and style of “Netaji Subhash Chandra Bose Shopping Arcade”.

**Now this memorandum of agreement witnesseth as follows:-**

1. The following expression shall have the meaning assigned to them respectively.
  - (i) The **PURCHASER** shall mean the party of the second part
  - (ii) **LAND OWNER** shall mean Cuttack Development Authority
  - (iii) **Land** : - shall mean all that compact piece and parcel of land covered under Khata No. 554 and Plot Nos. 867, 868, 1411, 1412, 1416, 1417, 1418, 1419, 868/1468 situated in Cuttack town, unit No. XI.
  - (iv) **LAND RIGHT** shall mean proportionate impartible undivided interest in the land to be conveyed in favour of prospective purchaser for the residue period of **70 years (2019 – 2089)** as stipulated under the principal lease deed with such extended period as may be renewed by the competent authorities.
  - (v) **BUILDING PLAN:** - shall mean the building plans, designs, specification, elevations of the building having the name and style of “Netaji Subhash Chandra Bose Shopping Arcade”, as sanctioned and approved by the Cuttack Development Authority.

- (vi) **ARCHITECTS** shall mean the Principal Architect-cum-Project Consultant appointed or nominated as the Architect of the Building.
- (vii) **COMMON AREAS** shall mean the common areas facilities and amenities including lifts, lift room, lift installations escalator, generators, generator room, pump, pump room, pump installations, tube well and its installations, drains, sewerage, boundary walls, main gates, internal roads, corridors, passages, stair cases, lobbies and water reservoirs etc. in the said Building "Netaji Subhash Chandra Bose Shopping Arcade".
- (viii) **COMMON PURPOSES** shall mean and include the purposes of up keep, management, maintenance, administration and protection of the common parts and portions for the purpose of regulating mutual rights and liabilities of the owners, developer and purchasers of units and /or constructed spaces and/or car parking spaces and all other purposes or matters in which the owners and purchasers have common interest.
- (ix) **CAR PARKING SPACE** shall mean the open/covered car parking spaces provided in the said Building complex.
- (x) **MAINTENANCE CHARGE** shall mean the proportionate share of maintenance charges to be paid and/or contributed by the purchasers in terms of this agreement. as decided by the owner's association.
- (xi) **THE ASSOCIATION** shall mean the association / society formed for management and maintenance of the complex i.e. Netaji Subhash Chandra Bose Shopping Arcade Shop Owner's Association formed on 01.11.2009.

2. That the NBCC doth hereby agree to transfer by way of lease in favour of the prospective purchaser/party of the second part, the completed office space as described and delineated in schedule B, in the complex "Netaji Subhash Chandra Bose Shopping Arcade", together with proportionate impartible undivided and variable interest in the land, which shall be a lease-hold right for the residuary period of 70 years as stipulated in the principal lease deed with such other extended period as may be renewed, for a total consideration amount of Rs. .... (.....), the receipt whereof, the NBCC doth hereby admit and acknowledge. It is expressly agreed upon by and between parties that the prospective purchaser shall have the right to use and enjoy the common areas facilities amenities, and conveniences provided and earmarked in the complex in common with other purchasers.
3. That the NBCC hereby undertakes, to ensure that the Cuttack Development Authority executes through the constituted Attorney and registers lease deed transferring and conveying the aforesaid, built up space unit as described in second schedule together with proportionate impartible undivided interest in the land which shall be a lease hold interest, as described and delineated in

- first schedule. However the prospective purchaser shall bear and pay ground rent to CDA, all applicable expenses, stamp duty, registration charges for registration of the sale / lease deed.
- 4.** That the purchaser shall be the exclusive absolute and indefeasible owner of the floor space/built up space described and delineated in the schedule-B written here under and she shall be entitled to use and enjoy the common areas, facilities, amenities, conveniences provided in the complex "Netaji Subhash Chandra Bose Shopping Arcade". However, such use and enjoyment of the aforesaid common conveniences shall be in a manner and mode so as not to affect or impair the right of the other co-purchasers of the floor space/units in the complex "Netaji Subhash Chandra Bose Shopping Arcade".
- 5.** That, it is clearly agreed to by and between the parties as follows: -
- (i) The party of the first part shall transfer the floor space / built up space, as delineated in "Schedule B" in the complex "Netaji Subhash Chandra Bose Shopping Arcade",
  - (ii) Proportionate, impartible, undivided interest in the land as described in the Schedule A, over which the multistoried complex having the name and style of "Netaji Subhash Chandra Bose Shopping Arcade", shall be conveyed in favour of the prospective purchaser.
  - (iii) The purchaser shall have the right to use and enjoy the common areas and facilities, earmarked in the said building "Netaji Subhash Chandra Bose Shopping Arcade", for beneficial enjoyment of the said floor space.
  - (iv) The prospective purchaser has to make payment to CDA for ground rent and clear his due as per the payment plan mentioned in application form before taking over of possession.
  - (v) In case of withdrawal of application form, the cancellation charges will be deducted as per the terms and condition of application form.
  - (vi) In case of any delay in paying the balance amount as per the payment plan, simple interest @ 15% per annum shall be applicable.
  - (vii) The prospective purchaser shall derive absolute right in respect of the floor space agreed to be transferred and delineated in the Schedule B and it shall have no right/or claim over and in respect of any other part/ portion of the said multistoried commercial complex, having the name and style of "Netaji Subhash Chandra Bose Shopping Arcade",.
  - (viii) In the event of renewal of the said lease and/or conversion of lease hold status of the land to that of free hold tenure, the purchaser shall be entitled to get benefit of such renewal / conversion as the case may be and at such terms & conditions which may be decided by Cuttack Development Authority at its sole discretion.
- 6.** That the purchaser shall maintain at his own cost the said unit in perfectly good condition and shall strive to ensure that the unit shall remain in the same condition in which it was delivered subject to normal wear / tear and shall abide by laws, Bye laws, Rules, Regulations framed by the Government, statutory authorities, association of purchasers of built up space / units in the complex "Netaji Subhash Chandra Bose Shopping Arcade", besides

sacrosanctly observing and performing the terms and conditions herein contained.

- 7.** That the purchaser, party of the second part, which includes its servants and agents, state and covenant that they shall not in any way obstruct or cause obstruction of common passage area earmarked as vacant area and other space, earmarked for common use in the building and shall not do or cause to be done any act, deed or things whereby the use and enjoyment of the specified common areas, common amenities, common conveniences of the said building shall be prejudicially affected or impaired or which may cause any inconvenience the other purchasers / occupants of units in the complex.
- 8.** That after the delivery of possession of the premises / the unit by the NBCC to the purchaser, the purchaser shall pay monthly charges for maintenance of common areas, facilities and amenities, as determined by the Associate Developer / owner, association and the charges for electricity consumption availed and in case the purchaser fails to pay the same and / or any amount becoming due or uses the unit for any purpose other than the purpose for which it is intended or uses it in a manner that disturbs/obstructs or impairs the right or lawful activities of other co-owners or fails to observe or perform any of the terms and conditions under these presents, the NBCC or the owners association or the agency in charge of the management of the building complex shall have the right to realize the arrear dues in terms of the MoU including disconnection of supply of electricity, water, and other facilities / amenities till such time the purchaser makes payment of the arrear dues and comply with its obligation without prejudice to the NBCC's other rights under any statute for the time being in force.
- 9.** That it is hereby further agreed upon by and between the parties as follows: -
  - (a) All walls separating the said unit hereby transferred, shall be deemed to be joint walls and shall be maintained and repaired at the cost of the purchasers of both units (co-owners), to be shared proportionately
  - (b) All common areas in the said building complex shall be maintained and repaired by the owners association at the cost of the purchasers of the units/floor space and such expenses shall be proportionately borne jointly by the owners and other co-owners of the units in the said building complex.
  - (c) The purchaser agrees to make additional payment on account of any contingencies or unforeseen circumstance beyond comprehension of the Association of owners on proportionate basis and for additional facilities which the NBCC and or its nominee may decide to provide at the request of the purchasers of the units, space or in the larger interest of the purchasers of the Units in the complex.
- 10.** The successful applicant is required to become a member of the society / association & shall be bound by the rules, regulation, bye-laws framed by such society/Associate i/c payment of membership fee, monthly fee etc as decided by the society / association which will maintain & administer the common areas & facilities in the complex.

Maintenance charges at the prevailing rates, terms & condition shall be payable w.e.f. date of handing over of possession.

- 11.** That the purchaser shall have the right to separately mutate the built up space purchased and acquired as setout in Schedule B by submitting necessary application before the concerned authority. After such mutation the purchaser shall be liable to pay the holding tax as may be assessed by the competent authority. Till the said built up space is not separately mutated in favour of the purchaser, it shall pay the proportionate share of all rents and taxes assessed in respect of the whole premises.
- 12.** That the name of the commercial complex shall be "Netaji Subhash Chandra Bose Shopping Arcade", and shall not be changed.
- 13.** That the purchaser shall carry out at his own cost all internal repairs to the said unit and maintains the unit at his cost and responsibility. However, the purchaser shall not do or cause to be done any act, deed or thing in or upon the said unit / building that may cause any damage thereto or affect the structural stability thereof. The purchaser can not dismantle any portion of the unit or make any material addition or alteration of any nature whatsoever in respect of the unit nor make any alteration in elevation and outer design of the unit or the building and shall keep the sewer drainage systems and pipelines common conveniences, facilities in good condition and shall not chisel or in any manner damage columns, beams, walls, or any other structural parts of the unit or the building under any circumstances whatsoever.
- 14.** That the purchaser undertakes not to do or permit to be done any such act, deed or things which is unlawful, illegal or is an offence, under the laws in force.
- 15.** That all documents i.e. in lease deed pertaining to the transfer of the unit as well as undivided interest in the land shall be drafted and drawn by the Advocate to be engaged by the NBCC which shall contain such terms, covenants and recitals as may be considered to be just reasonable and necessary.
- 16.** That the NBCC shall give the possession of the unit on "as is where is" basis.
- 17.** That at any time hereafter upon payment of the consideration amount which has been paid by the purchaser to NBCC and all other dues in respect of the unit to NBCC and upon due observance, and performance of the terms, covenants and conditions as enjoined in this agreement the purchaser shall be entitled to sell, mortgage, transfer, encumber, charge or let out the possession of the built up space together with the said undivided proportionate share in the land in favour of any other purchaser / transferee / tenant.
- 18.** That the purchaser hereby covenants as follows: -
  - (a) To cooperate in the management and maintenance of common areas facilities, amenities, conveniences, as well as working of Owner's association (i.e. Netaji Subhash Chandra Bose Arcade Shop Owner's

Association) and to abide by all the decisions of said society / Association.

- (b) To observe rules, regulations byelaws to be framed by the association for peaceful and beneficial enjoyment of the unit and/or the common facilities.
- (c) To allow NBCC/ Associate (M/s United Builders) and his workmen and/or the agent in charge of the management, to enter the unit for carrying out any work which is required to be undertaken for common purpose.
- (d) To pay proportionate share of the common expenses regularly and punctually as may be determined by the Association.
- (e) To pay regularly all out goings, taxes, fees, statutory levies and dues in respect of the land proportionately and/or the unit/ floor space.
- (f) To pay for the electricity charges, water charges and charges for other utility services provided to the unit and/or building.
- (g) To bear and pay proportionate share of the cost of formation of the Association / Society of purchasers of units in the complex "Netaji Subhash Chandra Bose Shopping Arcade".
- (h) To sign applications, declaration and other documents as may be necessary for the purpose of formation and/or registration of the Association.
- (i) The super built up area shall be the sum of covered area of the said premises and proportionate share of common areas in the said complex.

The entire Shop/Office of NBCC share shall be sold on the basis of super built up area basis as per terms & conditions mentioned in the document. These terms are binding on the applicant. The applicants are requested to make their own calculations after site visit / details contained in the documents for the actual usable area available in the total saleable area before participating of their offer. NBCC shall not entertain any claim at any stage for the actual carpet area in the total saleable super area, neither NBCC shall provide any calculations / details for the same. The charges, fees & amounts mentioned in these terms are payable in addition to price offered by the applicant and is binding on the successful applicant.

- (j) To abide by all the conditions and covenants enumerated in **Schedule-E.**

- 19.** That all costs, charges and expenses to be incurred towards stamp duty and registration charges shall be borne and paid by the purchaser before execution and registration of the lease deed and other assurances transferring the unit together with undivided interest in the land.
- 20.** That all letters, notices, receipts issued by the party i.e. NBCC, NBCC Bhawan, Lodhi Road, New Delhi - 110003 and dispatched under registered post with acknowledgement due at the address of the other parties as intimated in writing will be sufficient proof of dispatch of the same to the other party.
- 21.** In case of dispute between the parties in respect of interpretation of clauses of agreement to sell, terms and conditions of sale document and allotment etc,



the same shall be interpreted solely by NBCC. The decision of NBCC shall be final and binding on the buyer.

22. That all the open space, parking space, lobbies, stair cases, terraces, and vacant areas and other common area/ facilities, fittings, fixtures and amenities to be provided as per the specification of construction culled in Schedule D in the complex will remain in charge of the association for and on behalf of the purchaser. The purchaser shall only have the right of user thereof as envisaged in this agreement.
23. The purchaser shall not be entitled to transfer, assign or encumber in any way, the right and interest derived in respect of the unit by virtue of this agreement in favour of any other person before taking over of possession as per the clause 3.12.

**In witness whereof the parties aforementioned have set and subscribed their respective hands and seal on the date aforementioned in presence of the witnesses named below.**

**Party of the first part**

**Witnesses.**

1.

2.

**Party of the second part.**

**Witnesses.**

1.

2.

**SCHEDULE – A**

Town and District of Cuttack Mouza Cuttack town from unit no. 11 Oriya Bazaar, P.S.  
Darghabazar, Khata no. 554.

<b><u>Plot Nos.</u></b>		<b><u>Area</u></b>
867	-	Ac. 0.763 dec.
868	-	Ac. 2.890 dec.
1411 (part)	-	Ac. 0.359 dec.
1412	-	Ac. 1.897 dec.
1416	-	Ac. 0.721 dec.
1417 (part)	-	Ac. 2.509 dec.
1418	-	Ac. 1.563 dec.
1419 Part)	-	Ac. 1.481 dec.
868/1468	-	Ac. 0.365 dec.

**Total Ac. 12.548 dec.**

Out of which the commercial complex is being executed and constructed over an area of Ac. 6.000 dec. as defined and demarcated in the land possession handed over taken over document between NBCC Limited and Cuttack Development Authority. The interest to be transferred in favour of the purchaser is proportionate impartible undivided interest in the land as enjoined in the law governing the transaction.

**SCHEDULE -B**

Built up space identified and assigned **No.** ..... in ..... **Floor** of Block **A**, having a super built up area of ..... **sq.ft.** with consideration amount fixed at ` **Rs.....(Rupees.....** ... ..), exclusive of registration charges and other expenses as per Cuttack Development Authority norms and or any other expenses as determined by the NBCC.

**SCHEDULE – C**

Total consideration amount in respect of the built up space **Rs.** .....  
**(Rupees.....)**, Amount  
paid till date, **Rs.....(Rupees .....**).

**Specifications of Construction**

- Structure / Civil Work:** RCC Pile Foundation / Isolated Foundation / Plinth Beam
- : RCC Frame structures.
  - : Internal Brick work with 1: 6 cement plaster.

**FINISHINGS**

- Shopping Areas
- : All corridors are in Kota & Marble Combination
  - : Lobby areas are finished in Kota, Marble & Granite combination.
  - : Inside floors of shops are finished with ceramic floor tiles.
  - : Toilets have the combination of granite, marble and ceramic tiles.
  - : Concealed electrical & sanitary works.
  - : M.S. rolling shutters have been provided with every shop.
  - : First floor mezzanine upper external side has complete aluminum glass glazing.
  - : Inside walls P.O.P. finished.
- Office Areas
- : All corridors are finished with marble and kota combination.
  - : Inside office floors have ceramic floor tiles.
  - : Concealed electrical and sanitary work.
  - : Aluminum glass glazed window.
  - : Flush doors with wooden / concrete door frames have been provided. Inside walls are finished with P.O.P.

## **SCHEDULE – E**

As from the date of possession of the said built up space / unit the purchaser agrees and covenants: -

- (a) To cooperate with the NBCC or its nominated agency in the management and maintenance of the said building and the common areas facilities, and conveniences provided in the complex "Netaji Subhash Chandra Bose Shopping Arcade".
- (b) To observe the rules framed from time to time by the NBCC or its nominated agency and by the Association or society for quiet and peaceful enjoyment of the said floor area and/or building in a decent manner.
- (c) To allow the NBCC and/or the association and/or the maintenance company and their agents / employees to enter into the said floor area for the purpose of maintenance and repair.
- (d) To pay and bear the common expenses and other outgoings and expenses since the date of taking over possession and also the rents and taxes for and/or in respect of the said building proportionately and/or common parts / areas and wholly for the said office area and/or to make deposits on accounts thereof in the manner agreed upon and upon formation of the association/ society to the competent authority of such society or association. Such amount shall be payable on and from the date of delivery of possession actual or symbolical.
- (e) To deposit the amount reasonably required with the NBCC or its nominated agency or by the association or society or payment of statutory dues like rents, taxes and other outgoings.
- (f) To pay electricity charges, in respect of the said built up space wholly as per the reading in the meter / sub-meter, which may be installed and proportionately relating to common areas.
- (g) Not to sub-divide the said built up space.
- (h) Not to do any act or thing or obstruct the NBCC in the completion of the said building in any manner whatsoever.
- (i) Not to throw any garbage, rubbish in any place of the building complex except the space provided in the ground floor for dumping of the garbage.
- (j) Not to store or bring or allowed to be stored in the said built up area/units any goods or substance which are of hazardous or combustible nature or which may endanger the safety of the complex and its stability.

- (k) Not to hang from or attached to the beams or rafters any articles or machinery which are likely to affect or endanger the safety of the building or any part thereof.
- (l) Not to fix or install any air conditioner except at the place which is specified in the said unit for such installation.
- (m) Not to do or cause to be done anything which may affect or cause any damage to the flooring or ceiling or walls of the said built up area or adjoining area or in any manner interfere in the easement right of passage of the co owners / purchasers in the complex.
- (n) Not to demolish the said built up space or any part thereof or damage the fittings and fixtures affixed thereto.
- (o) Not to close any Verandahs lobbies, balconies or other common areas and not to permit any alteration in the elevation and exterior colour scheme of the exposed walls of the verandahs etc. or any external walls, windows, which in the opinion of the NBCC differs from the colour scheme of the building.
- (p) Not to install any grill the designs of which have not been approved by the NBCC or by its nominated agency or by the Association or Society.
- (q) Not to do any act or thing which may render void or voidable, any insurance in respect of the total building or the built up space purchased and acquired.
- (r) Not to make any structural addition or alteration such as beams columns, partition walls or development of a permanent nature except with the prior approval in writing of the NBCC.
- (s) Not to fix or install any window antenna on the roof or terrace of the said building.
- (t) Not to park vehicles on the path way or open spaces of the building except the space allotted to the purchaser.
- (u) To abide by the building rules, regulations as may be framed by the society or the competent authority or any other statutory authority.

**Signature of Party of First Part**

**Signature of Party of Second Part**