



**OFFER DOCUMENT FOR SALE OF OFFICES
IN NBCC COMMERCIAL COMPLEX AT GOMTI NAGAR EXTENSION, LUCKNOW**

NIO NO: NBCC/CGM/REM&D/2017/



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.

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NBCC (INDIA) LTD.
Formerly known as National Building Construction Corporation Ltd.
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SALE OF OFFICE SPACE IN COMMERCIAL COMPLEX LUCNKOW

INDEX

| Sl. No. | DESCRIPTION | Page Nos / Reference |
|---------|--|----------------------|
| 1 | Application Form (Annexure-I) | |
| 2 | Acceptance Letter (Annexure-II) | |
| 3 | Instructions To Applicants/ Bidders (ITA) | |
| 4 | Authorization & Undertaking (Annexure-III) | |

NBCC (INDIA) LTD.
Formerly known as National Building Construction Corporation Ltd.
(A Govt. of India Enterprise)
OFFICE OF THE CHIEF GENERAL MANAGER (REAL ESTATE MARKETING)
NBCC Place, Pragati Vihar, Bhisham Pitamah Marg, New Delhi-110003

APPLICATION FORM

This form is to be submitted by the intending applicant along with EMD, 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 Firm (IN CAPITAL).

2. Status of the applicant/firm/lead firm :
(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

7. Nationality Age
8. Full residential address :.....
:.....
:.....
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:.....
14. Details of EMD
Amount :.....
DD/PO No. :.....
Name of Bank :.....
Date of issue of D.D./PO No. :.....
13. 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 :.....
14. Preferable Office/ Floor/ Area :.....

I/We the undersigned hereby apply to NBCC for allowing me/us for the booking/allotment of built up office space at NBCC Commercial complex, Lucknow. I/We have read and understood terms & conditions of allotment as well as the conditions contained in the offer document and hereby unequivocally accept the same. I/We also understand that I/We am/are legally bound to purchase the built up space as mentioned in the lot at the price which I/we place the offer. In case provisions of the document is found violated at

any time, I /we agree that the allotment shall be summarily rejected and NBCC shall without prejudice to any other right or remedy be at liberty to forfeit the full EMD 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 initialled 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 – 1 ALONGWITH EMD)

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 sale of office space in NBCC Commercial complex, Lucknow has been downloaded by me/us from website of NBCC. I/We hereby unconditionally accept the terms & conditions and bid 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) along with the bid and the same has been followed in the present case. In case this provision of application document is found violated at any time, I/We agree that the Application 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.
3. The required earnest money (EMD) for booking/ allotment of built-up office space in Commercial complex, Lucknow is enclosed herewith.

Yours faithfully

(Signature of Applicant)

Date:

NBCC (INDIA) LTD.
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2.0 INSTRUCTIONS TO APPLICANTS / BIDDERS (ITA)

2.0.0 ELIGIBILITY

- i) 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, Banks and Autonomous bodies of Govt. etc.
- ii) The bidder should be legally competent to enter into contract as per prevailing laws of India.
- iii) NBCC may also consider the bid 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- III** 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 in the name of the highest bidder subject to acceptance of the bid by NBCC. If there is any change in the consortium structure, NBCC reserves the right to cancel the bidding process and / or acceptance letter and forfeit the EMD 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 bidding in the individual capacity, cannot participate as a member/ partner in any other consortium formed with other individual or companies for participating in the bidding 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 EMD, 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-III** in offer documents.
- vi) FDI as per latest notification of the Govt. of India.

2.1.0 MODE OF SUBMISSION OF APPLICATIONS

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

- Application form (**Annexure - I**) with complete offer document/formats duly filled in, signed and stamped on each page by bidder, 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-II**.
- Authorization & Undertaking, in case where consortium, partnership etc. is applicable.
- Complete Bid / Application documents duly filled in along with brochure, signed and stamped on each page by bidder, 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 bid is from a firm/ company.
- Any other information as required.
- **Incomplete form is liable to be rejected.**

This Envelope shall be marked as: **"APPLICATION MONEY, TRANSACTION FEE, TERMS & CONDITIONS OF SALE & ACCEPTANCE LETTER FOR SALE OF OFFICE SPACE IN NBCC COMMERCIAL COMPLEX AT LUCNKOW "**

NIO : NIO NO: NBCC/CGM/REM&D/2017/

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

FROM :

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 Applicants fulfilling the eligibility criteria i.e. unconditional acceptance of the conditions of sale, deposition of money and Earnest Money Deposit (EMD) .

2.1.3 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 / 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, form shall be summarily rejected and NBCC shall, without prejudice to any other right or remedy, shall forfeit the full Earnest Money absolutely.

2.2.0 EARNEST MONEY DEPOSIT

Earnest Money Deposit (EMD), 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.

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

2.2.3 EMD of applicant (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 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 interest the interest shall be the State Bank of India highest marginal cost of finds based lending rate plus two per cent will be charged on delayed amount.

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

2.4.1 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. NBCC can reduce number of car parking slots without any notice. The decision of NBCC shall be final & shall be binding on the applicant/ allottee. The applicant may indicate their additional requirement of covered/ 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-III**) 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 bid document, need to be submitted along with the Application.

3.2 LOCATION

The commercial complex is located at plot no. 1/15, sector-1, Vardan Khand, Gomti Nagar Extension, Lucknow. The complex is in close proximity to City Montessori School Vardan Khand Branch, Ambedkar Harit Udyan, Faizabad Bypass Road, Retail and commercial micro market of Viram Kahnd and Vikas Khand.

3.3 DOCUMENTS

All the documents and or references contained in the offer document / bid documents including Deed signed between NBCC & LDA are complimentary to each other and are binding on the bidders/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 bidders 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 of 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. Parking slots shall be allotted on slot basis and not on the area basis. The bidder 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

The commercial complex is having two blocks ground plus 6 floors with double basement consists of retail space, office space, food court, banquets, Showrooms & service apartment etc.

3.8 CURRENT STATUS OF THE PROJECT

NBCC has purchased a freehold plot measuring about 1.79 acres from Lucknow Development Authority (LDA). In this regard deed was signed with LDA on 11.04.2012. The development work at the site is in progress.

3.9 NAME OF THE BUILDING

The name of building shall be **"NBCC COMMERCIAL COMPLEX"**. The successful bidder/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

In case the payment is not released within the stipulated period then the EMD shall stand forfeited and NBCC shall proceed with its further sale without any notice to the allottee. Any delay in release of amount as above shall attract **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 15% simple interest for delayed payment. On completion of every two years of maintenance period, there shall be an increase of 10% (Ten Percent) in maintenance charges on last applicable charges. Applicable Maintenance charges payable by the allottees for purchase of space. 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 buyer's fuel charges & running operation/ maintenance of the DG set on proportionate basis. In case any allottee requires the above facilities in the period other than as specified above then the same shall be provided on 24 hrs advance request of the allottee subject to advance payment and its feasibility.

The additional charges shall be as under:

| Description | Rate* (Rupees) |
|---------------|--|
| Running of DG | 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 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 within 7 days of raising the bills of the services provided on Holidays then the due charges shall attract interest @ 15% P.A. for the delayed period and NBCC or the Maintenance Agency shall have the right to refuse providing maintenance services on Holidays etc. to such space buyers. It shall be NBCC's endeavour to handover maintenance of the complex to the elected body of occupants (RWA). NBCC can handover the maintenance to such Body at any time as may be decided by the Body. The buyers will be required to give their consent for formation of Maintenance Body at the time of signing of Maintenance Agreement. The RWA shall necessarily be represented by the occupants of office as well as shopping space. NBCC shall handover the balance amount pertaining to balance period to the Body.

NBCC shall not part with interest earned/ accrued on the Maintenance charges received from space buyers, with RWA.

NBCC shall also pay the maintenance charges of the office 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. The agreement to sell shall be as per specimen enclosed at

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/ WELATH TAX

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

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 & VAT

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

3.21 COMPLIANCE WITH 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 bidder 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 EMD and other amounts paid by the bidder shall be forfeited and NBCC shall re-enter the building and take over possession of the same from the bidder. In such an event, bidder 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 along with 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 give the possession of space within **26 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 shall be the State Bank of India highest Marginal Cost of Funds based lending rate plus two percent for the period of such delay beyond 12 month (plus valid extended period due to force majeure reasons) from the stipulated date of completion of the complex. Thus the compensation, if any, shall be payable only after **38 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 may 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) | Non payment of allotment money with 72 hrs of closing of e-auction | EMD shall be forfeited |
| ii) | After payment of allotment money | EMD + 3% of total amount paid and due as on date of withdrawal of application less EMD plus applicable taxes if any. |

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 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 applying.

The corrigendum/amendment shall be uploaded on website of NBCC www.nbccindia.com. The bidders are advised to visit the NBCC's website for this purpose regularly.

3.31 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.

3.32 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 Lucknow 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 Lucknow Development Authority.
- b) If any charges are levied by Lucknow Development Authority or any other local/central Govt. body towards 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 Lucknow 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 LDA or any other electric company acting on behalf of LDA etc. shall be borne by the space buyers on pro-rata basis and is payable in addition to price quoted in the auction.
- e) NBCC shall charge **5% towards handling charges** on proportionate basis from each buyers on the payments made to LDA on behalf of space buyers over and above the principle amount payable to these authorities. The space buyers shall have to make such payments to NBCC within 15 days of raising the bills along with handling charges on the space buyers. The delay in making the payments after 15 days of raising the bills shall attract penal interest @15% P.A.

compounded half yearly. The GST, if any, shall be borne by the buyer of space (Bidder).

3.33 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/ bid 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.)

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 bid offer document, to make payments and conclude the sale on our behalf as per provisions of offer document at NBCC Commercial complex, Lucknow.

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 of2017

1) (1st partner)

2) (2nd partner)

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

4) (4th partner)