



**SALE OF COMMERCIAL SPACE
IN
NBCC COMMERCIAL COMPLEX AT GOMTI NAGAR EXTENSION, LUCKNOW**



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 E-Mail: remktgr@nbccindia.com

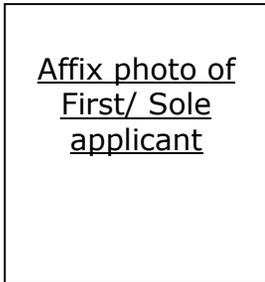
NBCC (INDIA) LTD.
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APPLICATION FORM



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

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

I. 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.....

6. Name of Father/Husband of the Applicant (In case of Individual)	: Designation
	:.....
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. Aadhar number of the purchaser (Photocopy of the AADHAR CARD is to be enclosed)	:
13. Contact Numbers/ Name	Office:.....
	Res:.....
	FAX:
	Mobile:.....
	E MAIL ID:.....
14. E MAIL ID	:.....
15. Details of Application money	
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	:.....
IFSC code of the bank	:.....
Copy of Cancelled cheque	:.....

I/We the undersigned hereby apply to NBCC (INDIA) LTD. for allowing me/us for the booking/allotment of built up commercial 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. In case provisions of the document is found violated at any time, I /we agree that the allotment shall be summarily rejected and NBCC (INDIA) LTD. shall without prejudice to any other right or remedy be at liberty to deduct the amount as per the cancellation charges mentioned in the offer document.

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:

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

ANNEXURE-III

ACCEPTANCE LETTER

(TO BE ENCLOSED IN ENVELOPE – 1 ALONGWITH APPLICATION MONEY)

To,
The Chief General Manager (REM&D)
NBCC India Ltd.,
NBCC Place, Pragati Vihar,
Bhisham Pitamah Marg,
New Delhi-110003

Sir,

ACCEPTANCE OF TERMS & CONDITIONS OF SALE

1. The offer document containing terms & condition for sale of Commercial space at NBCC COMMERCIAL COMPLEX, LUCKNOW, UTTAR PRADESH has been downloaded by me/us from website of NBCC. I/We hereby unconditionally accept the terms & conditions and Offer document in its entirety.
2. The required application money for booking / allotment of built-up space in NBCC Commercial Complex, Lucknow Uttar Pradesh is enclosed herewith.

Yours faithfully

(Signature of Applicant)
Date:

2.0 INSTRUCTIONS TO APPLICANTS (ITA)

2.0.0 ELIGIBILITY

- i) The applicant can be individual, registered firm, registered trust, registered co-operative society, public limited company, private limited company, partnership firm registered with appropriate authorities, Govt. departments, PSUs etc.
- ii) The applicant should be legally competent to enter into contract as per prevailing laws of India.
- iii) NBCC may also consider the offer submitted by a consortium of individual/companies. The numbers of consortium partners should not exceed **four**, out of which one should be the lead partner. The lead partner should be an Indian individual or Indian company/entity. An undertaking is to be signed by all the consortium members in favour of the lead partner, as per format placed at **Annexure-IV**. 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 applicant subject to acceptance of the offer by NBCC. If there is any change in the consortium structure, NBCC reserves the right to cancel the allotment and / or acceptance letter and forfeit the application money and other amounts deposited with NBCC and proceed with the re-sale of the property at NBCC's discretion
- iv) Individual or any company can submit the application form in the individual capacity, but cannot participate as a member/ partner in any other consortium formed with other individual or companies for submission of application form for purchase office space in the said complex. If at any time it surfaces that this provision has been violated, NBCC at its discretion shall forfeit the application money, any other amounts deposited with NBCC and proceed with resale of the property at its discretion
- v) Resident Indian, lead partner of the consortium and Companies/Trust Registered in India shall be required to provide the Permanent Account Number as issued by Income Tax Authorities in India.
- vi) FDI as per latest notification of the Govt. of India.

2.1.0 MODE OF SUBMISSION OF APPLICATIONS

The complete offer document is to be submitted in a sealed cover.

This ENVELOPE shall contain the following:

- Application form (**Annexure – II**) with complete offer document/formats duly filled in, signed and stamped on each page by applicant, cutting or over-writing, if any, shall be signed and stamped by the authorised person.

- Application Money as per application form & clause 2.2.0 of application form.
- Acceptance letter for un-conditional acceptance of the conditions as per proforma placed at **Annexure-III**.
- Authorization & Undertaking as per **Annexure - IV**, in case where consortium, partnership etc. is applicable.
- Terms & Conditions of sale along with instruction to the applicant is to be duly signed by the applicant.
- Copy of power of attorney/partnership deed, duly attested by Notary Public in favour of authorised signatory In case the offer is from a firm / company
- Any other information as required.
- **Incomplete form is liable to be rejected.**
- This Envelope shall be marked as:

"APPLICATION MONEY, CONDITIONS OF SALE & ACCEPTANCE LETTER" FOR SALE OF COMMERCIAL UNITS AT NBCC COMMERCIAL COMPLEX LUCKNOW UTTAR PRADESH"

The sealed envelope, as above, is to be submitted at the specified office address. 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 and deposition of Application Money shall only be considered. All other incomplete applications shall be rejected.

2.1.2 The allotment shall only be made as per the details/rates mentioned in annexure-I

2.1.3 Once the applicant 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 / offer etc. at any stage.

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

2.2.0 APPLICATION MONEY DEPOSIT

Application Money as per application form is required to be deposited in the form of Demand Draft/Pay Order/Banker's Cheque in favour of "NBCC (INDIA) LIMITED- COLLECTION A/C" payable at New Delhi. Application Money in any other forms shall not be accepted.

2.2.1 The Application money of the unsuccessful applicants will be refunded within 15 (fifteen) days of rejection of offer.

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

2.2.3 Application money of the successful applicant 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 ACCEPTANCE / REJECTION OF THE OFFER

2.4.0 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 as per payment schedule / allotment-cum-demand letter. Any delay in release of balance payment by the allottee shall attract simple interest the interest shall be the State Bank of India highest marginal cost of funds based lending rate plus two per cent will be charged on delayed amount.

2.5.0 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.

2.5.1 The cost of attached numbers of car parking spaces is not included in the cost / rates to be quoted for shop / office and the attached numbers of parking slots shall be compulsory allotted at the fixed rates as mentioned in **Annexure-I**. NBCC can reduce number of car parking slots than as mentioned in **Annexure-I**, without any notice. The decision of NBCC shall be final & shall be binding on the applicant/ allottee. The applicant may indicate their additional requirement of covered 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 GENERAL TERMS & CONDITIONS OF SALE

3.1 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 Khand and Vikas Khand.

3.2 SALEABLE AREAS

As per Annexure I

3.3 DOCUMENTS

The entire Application document containing terms and conditions and other related materials and allotment letter/demand letter etc including Deed signed between NBCC & LDA are complimentary to each other and are binding on the applicants/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 on the applicant.

3.4 SUPER AREA

The super area includes entire covered area on respective floor including common area on the particular floor plus the proportionate share of common areas such as; Passage, Staircase, Lifts, Lift Lobbies, Substation, DG Room, Electric/ Fire Control Room, Pump Room, Underground Water Tank, AHU rooms, attached architectural projections/ covered balconies etc. The applicants are required to satisfy themselves about the location of the plot, saleable area corresponding usable areas, title of the land, statutory approvals and other details before submission of application for purchase of space in the Complex.

3.5 TERRACE RIGHTS

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

3.6 PARKING SLOTS

Allotment of parking slots shall be done on completion of the building as per Annexure- I. Parking slots shall be allotted on slot basis and not on the area basis. The applicant may inspect parking plans in the office of Real Estate Division.

Basement (double) is planned for services and parking spaces.

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

The commercial complex is having two blocks. Block A ground plus 6 floors and Block B ground plus 4 floors with double basement consists of retail space, office space, food court, banquets, Showrooms & service offices 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 has been commenced and is at initial stage.

3.9 NAME OF THE BUILDING

The name of building shall be **"NBCC COMMERCIAL COMPLEX"**. The successful applicant/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 shop / office 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 shop purchased by the buyer.

b) NBCC reserves the right to use the external facade of the building (including external facade of sold shops 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

The proposed payment plan is as under:

S.No.	Description	Amount payable
1	Application money Along with Application Form	10% of the basic sale price
2	First Instalment payable within 30 days from the date of Allotment Letter	10% of the basic sale price (along with applicable GST upto S No.2, if applicable)
3	Second Instalment payable after 2 months of allotment letter or completion of 50% of Second floor roof slab, whichever is later.	15% of the basic sale price (along with applicable GST, if applicable)
4	Third Instalment payable after 4 months of allotment letter or completion 50% of fourth floor slab, whichever is later.	15% of the basic sale price (along with GST, if applicable)
5	Fourth Instalment payable after 6 months of allotment letter or completion of 95% of RCC Structure, whichever is later.	15% of the basic sale price (along with GST, if applicable)
6	Fifth Instalment after 8 months of allotment letter or 90% completion of fixing of doors, windows & flooring, whichever is later.	15% of the basic sale price (along with GST, if applicable)
7	Sixth Instalment after 10 months of allotment letter or initial installation of lifts in the building whichever is later.	15% of the basic sale price (along with GST, if applicable)
8	Within 30 Days of issuance of demand letter for possession by NBCC	5% of the basic sale price (along with applicable GST) + 100% cost of parking space, maintenance charges+ IFMS and other balance, dues etc if any.

- GST and other taxes (as applicable) shall be extra payable by allottee along with the installment. The stamp duty, registration charges and other statutory charges/dues as levied by State Govt./ Centre Govt. and by local bodies shall be payable extra.
- Payment of instalment S.No 2 onwards of payment schedule can deposited in the form of Demand Draft/Pay Order/Banker's Cheque in favour of "NBCC (INDIA) LIMITED- COLLECTION A/C" payable at New Delhi or through NEFT/RTGS in the following A/C:-

A/C Name - NBCC (INDIA) LTD - COLLECTION A/C

A/C no - 4212087606

IFSC Code - KKBK0000175

Branch name - New Delhi - Safdarjung

Branch Address - A1/24, Safdarjung Enclave, New Delhi - 110029

- Any delay in release of balance payment by the allottee shall attract simple interest the interest shall be the State Bank of India highest marginal cost of funds based lending rate plus two per cent will be charged on delayed amount.
- Sequence of some installment may change depending on achievement of Milestones.
- Interest free maintenance security (IFMS) will be Rs. 50/- per sft which shall be payable at the time of taking possession.

3.15 All betterment charges or development levies, if any, charged by Govt. or local authorities shall be borne by the Allottee in proportion to the area purchased.

3.16 MAINTENANCE

Maintenance of the entire complex (common areas/ services) shall be with NBCC. All allottees shall have to sign the standard maintenance agreement with NBCC before taking over possession of the space. The clauses of the Maintenance Agreement shall not be altered at the request of any buyer. Maintenance charges shall be applicable from the date of handing over of physical possession of 20% of the saleable area of commercial complex, till then only essential common services shall be made functional in the complex i.e. excluding backup power, etc. and no maintenance charges shall be collected/ apportioned for this period. No such common services shall be available for carrying out interiors by the allottees. After handing over of physical possession of 20% of the saleable area of the commercial complex, the maintenance charges shall be applicable to all the Allottees including those, who may not be using the space but have purchased the same.

Maintenance charges for Two years shall have to be paid in advance along with the balance dues before taking over possession of the space. Thereafter the maintenance charges shall be payable in advance on quarterly basis, whether demanded or not. Delay in making payment of maintenance charges shall attract simple interest for delayed payment. The interest shall be the State Bank of India highest marginal cost of funds based lending rate plus two percent will be charged on delayed amount. On completion of every two years of maintenance period, there shall be an increase of 20% (Twenty Percent) in maintenance

charges on last applicable charges. Applicable Maintenance charges payable by the allottees for purchase of space shall be as under

For all offices	Rs 10 per sft. of saleable area (plus applicable GST) per month.
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After entire complex is sold out, NBCC at its sole discretion may handover the Maintenance of the complex to the Maintenance Agency constituted by allottees.

The above maintenance rate includes the cost of the followings;

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

The followings are not included in the maintenance charges:-

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

NOTE:

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

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

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

NBCC / Maintenance agency shall also charge 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) plus applicable taxes.

- *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 simple interest for the delayed period. The interest shall be the State Bank of India highest marginal cost of funds based lending rate plus two percent will be charged on delayed amount. 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 **Annexure-V**.
- iii) Agreement to sell will be executed in Delhi/New Delhi and will be subject to jurisdiction of the Court at Delhi/New Delhi.
- iv) All costs, charges, taxes, cess surcharges and expenses incidental to and in relation to the sale including the cost of incidental to the sale agreements and other writings, if

required to be made in pursuance thereof, stamp duty, registration fee, other charges etc., shall be borne and paid by the allottee alone.

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

3.18 PROPERTY TAX/ WEALTH TAX

The allottee of the space shall be responsible for making payment of property tax/Wealth Tax directly to 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 applicant has purchased the property by suppression of any fact or misrepresentation or fraud or if there is any breach of the conditions or violation of any of the terms of the sale deed, lease deed, local bye-laws, statutory laws, in that event then NBCC at its sole discretion may cancel the allotment and the entire amount paid by the allottee shall be forfeited. In such an event, allottee will not be entitled to any compensation whatsoever or refund of any 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 @ Rs. 2/- per Sft of the saleable area of allotted space per month 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 36 months plus valid extension due to force majeure reasons from the date of allotment. The adjustment of such compensation shall be done only at the time of execution of sale deed of the allotted space.

3.24 WITHDRAWAL OF APPLICATION/ CANCELLATION OF BOOKING

Applicants are free to withdraw their applications and cancel their booking at any time after allotment but before handing over possession of built-up space. The amount paid by the allottee shall be refunded without any interest, after deduction of administrative charge at the following rates:

i)	Withdrawn of application before allotment	Rs 1,00,000/- (plus applicable taxes) shall be deducted as administrative charges
ii)	After payment of allotment money	Application Money + 3% of total amount due up to the date of submission of withdrawal request along with all the required documents less application money (Plus applicable taxes)

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

In case of withdrawal/ cancellation of the space, refund of applications amount shall be normally made within 30 days from the date of withdrawal/ cancellation of the application

at the registered postal address only. It is further clarified that no claims for any damages shall be tenable in the event of cancellation of the allotment and NBCC shall proceed with resale of built-up space at its sole discretion.

3.25 TRANSFER OF PROPERTY RIGHTS

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

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

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

Transfers made after execution of sale deed shall however, not be governed by this clause

3.26 INSPECTION OF SITE & DOCUMENTS

Applicants are advised to inspect the site and other related documents carefully before submission of their application. The applicant should satisfy itself before submitting their application for allotment of built up space.

3.27 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 offer document. No request for clarification shall be entertained thereafter. NBCC shall try to send the clarifications on e-mail address of the intending applicant however, if the applicant submitted their application then it shall be presumed that no query of the applicant remain unanswered, even if no reply has been sent by NBCC.

3.28 REVISION OF OFFER

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

3.29 VALIDITY

The offer shall be valid for acceptance by NBCC for a period of 90 (ninety) days.

3.30 AMENDMENT IN OFFER DOCUMENT

Any time prior to the last date for submission of offer document, NBCC for any reason, whether on its own initiative or in response to a clarification requested by a prospective applicant, may modify the offer document by corrigendum/amendment.

The corrigendum/amendment shall be uploaded on website of NBCC (INDIA) LTD. **www.nbccindia.com**. The applicants 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 in the offer.
- 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.

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

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

MISCELLANEOUS CONDITIONS

- a) 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.
- b) 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.
- c) 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.
- d) The buyer shall maintain at their own cost the said premises in good condition state and repair all the time and shall aoffere by all bye-laws, rules and regulations of the

Government, MCG 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.

- e) 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.
- f) 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.
- g) 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.
- h) 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.
- i) If any charges are levied, or if any existing charges are enhanced with retrospective effect after the date of acceptance letter, by LDA 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.
- j) 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.

- k) That the buyer of the shop/office shall not put to use the shop/office purchased by him/her for the purpose of Liquor/Bar, Butcher, Arms etc. or any activity in its shop/office which is a cause of nuisance to the other property buyers i.e residential neighbourhood and school within the as well as outside the said complex, if at any stage, it is found that the buyer had violated the said conditions the deposited amount before or after the allotment shall be forfeited and the allotment of the office/shop shall be cancelled. NBCC shall re-enter the building and take over possession of the same from the buyer. In such an event, buyer will not be entitled to any compensation whatsoever, or refund of any application money or any other amount paid by him and NBCC at its sole discretion shall proceed with resale of the property.

JURISDICTION

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

Authorization & Undertaking

(On Non Judicial stamp paper of Rs.100)

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

Sh. _____ (Name of lead partner) to act as lead partner to sign the offer 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 of2018

- 1) (1st partner)
- 2) (2nd partner)
- 3) (3rd partner)
- 4) (4th partner)



AGREEMENT TO SELL

This Agreement is made at New Delhi _____ the day of _____ 2018 between NBCC (INDIA) Ltd. formerly known as National Buildings Construction Corporation Limited, a company incorporated under the Companies Act, 1956, having its registered office at NBCC Bhawan, Lodhi Road, New Delhi-110003 acting through its _____ hereinafter called the NBCC (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the ONE PART

AND

M/s _____ having its registered office at _____ acting through its _____ hereinafter called the buyer (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) OF THE OTHER PART.

AND WHEREAS, the Seller was purchased a Plot admeasuring about 1.79 Acres in Commercial Complex, Lucknow from Lucknow Development Authority (LDA) on 22.03.2013.

AND WHEREAS, the NBCC is going to construct a commercial complex having two blocks. Block A ground plus 6 floors and Block B Ground plus 4 floors with double basement consists of retail space, office space, food court, banquets, restaurants & service office etc.

AND WHEREAS, on request of the buyer for sale of built-up space for (office space) No. _____ at _____ floor, at Commercial Complex, Lucknow measuring _____ sft in super area at an amount of Rs. _____ (Rupees _____).

AND WHEREAS, buyer vide its offer dated _____ applied for unit(s) bearing numbers _____ & _____ in the said Complex. The buyer vide its acceptance letter dated _____ had also conveyed its acceptance of the terms & conditions of sale. The e-auction was held on _____ wherein the buyer herein was found to be the successful applicant in respect of the unit(s) bearing numbers _____ & _____.

NBCC has agreed to sell to the buyer built up space for a total sale consideration of Rs. _____ (Rupees _____) this/these cost does not include the allied charges such as Lucknow Development Authority, electricity and water supply connections, sub-station etc. at Commercial Complex, Lucknow.

That NBCC has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "**Act**"); with the Real Estate Regulatory Authority at _____ on _____ under registration no. _____;

The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

NOW THIS AGREEMENT WITNESSES:

1. **That the NBCC does hereby agree** to sell to the buyer space measuring _____ sq. ft. of super area on "as is where is" basis, situated on _____ Office No. _____, at NBCC Commercial Complex, Lucknow for a total cost of Rs. _____ (Rupees _____ only) excluding allied charges at the rates hereinbefore mentioned. It is agreed and understood that the said consideration is on "as is where is area" and "as is what is" basis and area mentioned elsewhere includes the proportionate cost of saleable area element. The measure of saleable area space shall be governed by following clauses.
 - 1.1. The saleable area indicated is approx. and is liable to change as per approved drawings and actual execution at site.
 - 1.2. That the computation of the price of the said office space includes recovery of price of land, construction of the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and fire fighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.
 - 1.3. The cost towards expansion of services 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.
 - 1.4. The Buyer shall also have undivided proportionate share in the Common Areas. Since the share / interest of Buyer in the Common Areas is undivided and cannot be divided or separated, the Buyer shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Buyer to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of buyers as provided in the Act.
 - 1.5. The common area, corridors and the drive ways on ground floor & in basements shall remain a common property and no individual shall be allowed to encroach upon these areas.

- 1.6. The Buyers of space will not make any structural additions/alterations in the space or other part of the building without written permission from the NBCC and the concerned authorities; in any case the Buyer shall be solely responsible for all damages/liabilities towards that may become payable including penalties from local authorities, if any.
2. That the buyer has already paid 10% consideration amount of the sale Consideration of space i.e. Rs. _____ (Rupees) which includes Rs. _____ (Rupees _____) paid as EMD/Application Money & subsequent payment, while submitting the offer. The remaining consideration amount Rs. (90% of the Sale Price) will be paid by the buyer latest by as per the payment schedule described in the allotment letter and/ or as demanded by the NBCC from time to time depending upon the payment schedule.
 - 2.1. That the actual and the physical possession of the property will be given by the NBCC to the Buyer on receipt of full payment.
 - 2.2. In case the buyer fails to deposit the balance sale consideration within the stipulated date as per the payment schedule as mentioned in allotment letter, then the entire advance money (i.e. 10% of sale consideration) will stand forfeited to NBCC by the buyer.
 - 2.3. However, NBCC at its sole discretion on a written request by the buyer may extend the time of payment up to 60 days beyond the stipulated date of payment subject to the buyer agreeing to pay 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 the delayed amount.
3. 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 **Five 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. Till the time conveyance deed is registered in the name of the buyer, the buyer will not transfer / sell the space or part thereof to any other party without written consent of the NBCC. In case of transfer, before the registration of the conveyance deed, charges @ **2% of sale value** shall have to be paid to NBCC by the transferor at the time of transfer along with all other dues, if any etc. The transfer will be affected only after full payment is made to NBCC.
5. The buyer of space, in case of any subsequent sale/purchase of the built up premises which will include office space etc. shall be bound by the above clauses. The buyer will ensure that these conditions are suitably incorporated in the transfer document i.e. executed between him and his transferee.
6. That on release of entire sale consideration to the NBCC and possession of the said

space is handed-over to the buyer, additions or alterations, if any, in or about or relating to the said building are required to be carried out by the Government / Lucknow Development Authority or any statutory authority or in pursuance to any statutory requirement, the same shall be carried out by the buyer in Cooperation with the Buyers of other office/shopping space etc., in the same building at their own cost and the NBCC shall not be in any manner liable or responsible for the same. All such additions and alterations shall be carried-out after getting the plans thereof sanctioned by the concerned authorities of Lucknow.

7. Maintenance of the entire complex (common areas/ services) shall be with NBCC. All buyers 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 buyers. 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 Buyers 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 alongwith 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 interest for delayed payment. The interest shall be the State Bank of India highest marginal cost of funds based lending rate plus two per cent will be charged on delayed amount. On completion of every three years of maintenance period, there shall be an increase of 20% (Twenty Percent) in maintenance charges on last applicable charges. Applicable Maintenance charges payable by the buyers for purchase of space shall be as under

For all offices	Rs 10/- per sft. of saleable area (plus applicable GST) per month.
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After entire complex is sold out, NBCC at its sole discretion may handover the Maintenance of the complex to the Maintenance Agency constituted by buyers.

The above maintenance rate includes the cost of the followings;

1. 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).
2. Security of common areas.
3. Upkeep of common toilets.
4. Cleaning of common areas.
5. Running and operation of common area lighting, services such as fire fighting, lifts, DG sets (as per above timings), etc.,

6. Replacement of damaged parts of the common services such as DG, Fire fighting equipments, pump, substation etc.
7. Insurance premium for equipment only.
8. Running and operation of DG sets (as per above timings).

The followings are not included in the maintenance charges:-

1. Power consumption.
2. Consumable including annual maintenance of DG set.
3. 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 buyers of the building.

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

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

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

The additional charges shall be as under:

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

- ❖ The above charges are subject to revision after completion of three 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 for the delayed period. 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. 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.

8. The 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. The NBCC shall install electrical fixtures in common areas as per the requirement ascertained and finalized by the NBCC only. The cost towards such fixtures shall be deemed to be included in the rates of sale of space.
9. The conveyance deed of the space in the building will be executed subject to payment of all dues including interest if any and receipt of all permissions and clearances etc. The Conveyance Deed shall be registered in the name of buyer as per the approved standard format. The Registration and all other charges, fees etc that may be levied in this connection shall be borne by the space buyer in addition to the sale consideration and allied charges etc. as notified from time to time throughout.
10. That the NBCC, on receipt of complete amount of the Price of the office space under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the office space together with proportionate indivisible share in the Common Areas. However, the Allottee shall be solely responsible for getting the Conveyance Deed Registered with the concerned authorities within the statutory time period. The allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 during payment of stamp duty and other ancillary, legal charges including any actions taken or deficiencies/penalties imposed by the competent authority(ies).
11. If any statutory charges are levied, or if any existing charges are enhanced with retrospective effect after the date of original offer 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. However, if assessment of House tax (Property tax) or any other taxes is not made separately for respective space of each buyer and consolidated demand is made by the Lucknow Development Authority/ the concerned authority then in that event each space buyer will pay the proportionate share on account of all such taxes, levies, cess etc. to the NBCC on the basis of area of space or the annual letting out value as the case may be. NBCC shall not be liable for any such levy or enhancement of charges & the space buyer shall keep NBCC indemnified against all such demands.

12. The buyer shall, after taking possession, be solely responsible to maintain the office space at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the office space or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the office space and keep the space, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Buyers shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Buyer shall not store any hazardous or combustible goods in the office space or place any heavy material in the common passages or staircase of the Building. The Buyer shall also not remove any wall, including the outer and load bearing wall of the office space. The Buyer shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
13. This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and shall also include the allotment letter and other terms and conditions allotted to the buyer before and after the allotment of the said office space to him, as the case may be.
14. All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act. Otherwise as the agreement has been executed in Delhi, the Courts at Delhi shall have exclusive jurisdiction to adjudicate upon the disputes between the parties.
15. That this Agreement has been executed in duplicate. The NBCC will retain the copy and the original will be handed over to the Buyer.

IN WITNESS WHEREOF the parties hereto have set their hands on these presents in the presence of witnesses on the day, month, and year first above written.

WITNESSES FOR NBCC (INDIA) LTD.

1.

2.

FOR BUYER

