

**GENERAL TERMS & CONDITIONS
FOR ALLOTMENT OF BALANCE 125 APARTMENTS
AT
NBCC VIBGYOR TOWERS, RAJARHAT, KOLKATA**

1. **NBCC VIBGYOR TOWERS at New Town, Kolkata** consists of 797 apartments having stilt plus 14 storied Towers. NBCC had launched the NBCC VIBGYOR TOWERS PROJECT in the year 2006. In July, 2006 allotment of 620 apartments were made in the first phase to Central / State Govt. & PSU employees and general public. . In June 2009, allotment of 52 apartments were made in the second phase to Central / State Govt. & PSU employees. NBCC now proposes to sell the balance 125 apartments of various types (Type I - 59 Nos, Type II- 45 Nos and Type V-A - 22 Nos) as per details given in **Annexure—'A'** to the **general public**. There is no reservation for allotment to any category. However, working / retired employees of Central / State Government, Public Sector Undertakings and Autonomous Bodies, if allotted an apartment, through common draw, will be allowed a discount of 5% (five percent) on the basic sale price. The type I & Type II apartments in Block 'A', 'B' & 'D' are ready to move in apartments and the possession of the same will be handed over during March 2010, after receipt of full payment. The Type I, Type II and Type V-A apartments in Block 'F' & 'H' shall be ready for possession by June/July 2010.

2. WHO CAN APPLY

- a) An individual i.e. a person of the age of majority or a minor through legal or natural guardian. (in case of minor, age proof and name of natural guardian is required).

Joint application by upto two persons only is permitted. Applicants should be members of the same family which includes spouse, parents and children.

- b) Other Entity(s) (i.e. a Body Corporate incorporated in India or Partnership firm or HUF or any other Association of Persons) recognized as a legal entity under any law in India (copy of certificate of Incorporation or copy of registration Certificate is required)

3. APPLICATION PROCEDURE

- a) The application form, terms and conditions alongwith brochure can be downloaded from **NBCC website www.nbccindia.gov.in**,
- b) Those who are downloading the application form from the website shall be required to pay an amount of **Rs 100/-**, being the cost of the form through Demand Draft/Pay Order payable in favour of NBCC VIBGYOR TOWER payable at New Delhi alongwith the application form at the time of submission.
- c) A person intending to acquire a flat will have to apply in the prescribed application form alongwith application money of **Rs 1.00 lakh (Rupee One lakh only)** through Demand Draft/Pay Order payable in favour of NBCC VIBGYOR TOWER payable at New Delhi. The applicants are advised to carefully go through and understand the terms and conditions.
- d) The completed application form alongwith acceptance of terms & conditions of booking of flats (duly signed) super scribing "APPLICATION FOR VIBGYOR TOWER KOLKATA" should be submitted at the office of NBCC addressed to the Senior General Manager (RE), NBCC Ltd., NBCC Bhawan, 5TH floor, Lodi Road, New Delhi-110 003 on or before **31.12.2009**. However, NBCC reserves the right to extend the last date for submission of completed application form.

For the offered 125 apartments, NBCC at its discretion at any time can alter the number of apartments offered for sale.

The applicant has to fulfill the criteria stipulated in Para-2 above.

After finalization of the list of applicants, a draw of lot will be held to determine the specific apartment allotted to them.

There shall be no reservation of floor/ specific apartment and the applicant shall have no choice of location, area of apartment (within type).

The entire allotment shall be done by draw of lot in equitable manner.

The allottee shall have to pay the Preferential Location Charges (**PLC**), if any, attached to the apartment allotted.

NBCC reserves the right to make bulk allotment/ block allotment to the Corporate/ Groups. The bulk allotment/ block booking, their numbers, the location thereof etc. shall be done by NBCC at its sole discretion. Such bulk allotted/ block booking apartments shall be excluded from draw of lots for specific apartments.

4. ALLOTMENT PROCEDURE/ SCHEME

The following allotment procedure shall be adopted:

- a) List of eligible applicant shall be displayed on board at the venue of the draw of lots.
- b) The flats shall be allotted to the applicants based on the preference of type of flat given by the applicant in Application Form.
- c) The draw of lots shall be held at Kolkata in the presence of intending applicants. The venue & time will be intimated to the applicant through E-mail / phone. The tentative venue and date of draw will be Project Site Office in Action Area-I, Rajarhat, Kolkata at 11.00 AM on **09.01.2010**. The applicant may also check the date & venue from our website www.nbccindia.gov.in information column for Vibgyor Tower.

ii) DRAW PROCEEDURE

- 1) The priority list of applicants will be prepared through draw of slip from a box containing name of all the applicants & the priority No. for every applicant will be decided.
- 2) On finalization of priority list, the allotment based on this list shall be made separately. The category of flats as per priority list mentioned in the application form shall be allotted first. In case the category of flat mentioned at choice no. 1 is not available then next category (as mentioned in the application form) shall be explored and this process shall continue, if required. After finalizing the category of flat the allotment of a particular flat shall be made based on draw of lot from the available flats in that particular category.
- 3) Single draw shall be made for all types of apartments in the blocks i.e. 'A', 'B', 'D', 'F', & 'H'. The apartment allotted through draw shall be final and binding on the applicant. The payment schedules for Block 'A', 'B' 'D' and Block 'F' & 'H' are different as indicated in subsequent para 7 and shall be applicable respectively for the apartment allotted.

- 4) In case the applicant is not available at the draw venue, the jury will allot the flat as per his/her choice given in the application form & availability at the time of his term of allotment.
- 5) No claim/request for change in the No. / Type from any applicant will be entertained by NBCC after draw of result is finalized & published in the notice board at the venue.
- 6) For each type of apartment, separate waiting-list of 5 applicants shall be prepared, for the applicants, who have given their consent for wait-listing in the application form.

The waiting list shall be valid for 90 days from the allotment. The application money paid by the wait-list applicants shall be refunded by NBCC without any interest within 120 days of draw, in case, no allotment is made to the wait-list applicants within 90 days of allotment.

5. SCRUTINY, REJECTION AND REFUND

- a) Application remaining incomplete or deficient in any respect and/ or not accompanied by the required remittance and/ or relevant documentary evidence will be liable to be rejected. Applications containing information known to the applicant as false are liable to be summarily rejected and booking shall stand cancelled whenever so detected at any point of time even if allotment has been made. Upon such cancellation, the installments paid will be refunded without any interest after deduction of applicable service charges of 5% of total sale price of apartment.
- b) Application money received from the applicant who is unsuccessful in the draw of lots will be refunded without any interest. The cheque for refund shall be dispatched within 30 (thirty) days from the date of the draw of lots by Registered Post to the address for correspondence given in the application form.

Refund of application money to non-resident Indians (NRI)/ foreign citizens of Indian origin will be made in the following manner subject to RBI guidelines applicable at the time of refund.

- i) If the application money has been paid out of non resident ordinary account of the applicant, refund of the application money together with interest will only be paid to that account.
- ii) If the application money has been paid out of non resident external (NRE) account, refund will be made only to the NRE account with banks in India as indicated in the application form provided a banker's certificate of payment of application money out of the funds held in the applicant's name in any of the aforesaid accounts or documentary evidence of remittance of application money from abroad through normal banking channels are furnished to NBCC. The interest accrued on the application money shall, however, be credited to applicant's NRO account and under no circumstances, shall be remitted to NRE account.

6. WITHDRAWAL OF APPLICATION/ CANCELLATION OF BOOKING

a) BEFORE ALLOTMENT

ON SUBMISSION OF APPLICATION AND TERMS & CONDITIONS

Applicants may withdraw application at any time before allotment and such applicants will get refund of the application money after deduction of service charges of Rs. 10,000/- (Rupees ten thousand only) without any interest.

b) AFTER ALLOTMENT

Applicants are free to withdraw their applications and cancel their booking at any time after allotment but before handing over of possession of the apartment allotted. Total deposit or installments paid by the allottee will be refunded without any interest after deduction of a service charge which shall be as under:

i)	Within 45 days of date of allotment letter	:	Rs. 50,000/-
ii)	Within 150 days of date of allotment letter	:	5% of total price of apartment
iii)	Beyond 150 days of date of allotment letter	:	15% of total price of apartment

All refunds to non-resident Indians (NRI)/ foreign citizens of Indian origin shall however be made in Indian Rupees.

In the event of cancellation of the booking by an allottee for whatsoever reason, he/she will not be entitled to any compensation or damages whatsoever from NBCC and NBCC shall be free to dispose off the said apartment in the manner it may deem fit in its sole discretion. The refund of applications amount shall be normally made within 30 days from the date of withdrawal/ cancellation of the application.

7. PAYMENT SCHEDULE

At the time of submission of application : Rs. 1.00 lac

For Block 'A', 'B' & 'D'

100% FULL payment : On or before 28.2.2010

The possession of apartments in above blocks shall be handed over immediately on receipt of payment during the month of March 2010.

For Block 'F' & 'H'

First Installment:

90% of Basic Sale Price : On or before 28.02.2010
+ 100% PLC & other
allied charges.

Second/final installment:

10% of Basic Sale Price : At the time of handing over of possession.

The possession of apartments in above 'F' & 'H' blocks shall be handed over during June-July 2010.

In case the 1st Installment/down payment of is not received by its due date then booking shall stand cancelled and amount after deducting cancellation charges as mentioned in clause 6(b) shall be refunded without any interest to the applicant.

8. PRICES

The apartments are offered for sale under the payment plan mentioned in para '7'. Price indicated are firm and without escalation. Prices of various category of flat are also mentioned at Annexure 'A'.

Availability & Applicable Rate of Flats at a Glance.

Type	Location	No. of Flats	Super Area (sft)	Sale price (Rs/sft) of super area	Basic Sale Price (BSP) per Flat (Rs)	Configuration
I	Prime	17	1094	2400	2625600	Two bed room, living cum dinning, kitchen, two toilets & balcony
I	Prime	14	1155	2400	2772000	
I	Non-Prime	26	1094	2400	2625600	
II	Non-Prime	25	1319	2400	3165600	Two bed room, living cum dinning, kitchen, study, two toilets & balcony
II	Prime	20	1319	2400	3165600	
V(A)	Prime	14	2249	2400	5397600	Four bed rooms, living cum dinning, family lounge, kitchen, four toilets & balcony.
V(A)	Non-Prime	9	2188	2400	5251200	
	TOTAL	125				

9. PRIME LOCATION CHARGES

Prime Location Charges (PLC) of 3% (three percent) of basic sale price of apartment shall be applicable over and above prices indicated in the price & payment schedule for apartments on all floors facing the parks, main entrance side and club house. PLC shall be payable by applicant/ allottees as per details given at **Annexure-A**. The decision regarding the apartments which are subject to PLC shall be taken by NBCC, which shall be final & binding on allottee. In case any allottee is not interested in taking the apartment with PLC after draw of lots for specific apartment, he can request to NBCC within 10 days of date of allotment letter to allot the apartment without PLC. NBCC may consider the request of such allottees on first come first served basis provided apartment(s) in same category without PLC is available with

NBCC un-allotted and or against cancellations. However, NBCC can not give any assurance nor assume any responsibility of allotment of apartment without PLC in case same is not available un-allotted with NBCC. In such an event, the applicant/ allottee have to take apartment with PLC as allotted to him in the draw and make payment accordingly.

Failure to accept the allotment of apartment with PLC will result in cancellation of allotment and in such case NBCC shall refund the application money without interest and after deduction of cancellation charges as per clause 6(b).

The prices in the above schedule (under all the above payment plans) are exclusive of any taxes which may be levied by any appropriate authorities on sale/ purchase of apartment. The taxes including service tax on sale/ purchase of apartment as applicable shall be payable by the allottees, in addition to the amount mentioned in the **Annexure-A** and these terms & conditions.

10: PARKING SPACES

Car and two wheeler parking facilities have been provided in the complex at the ground floor level. The prices for the parking spaces are stated below:

Parking Space	Rs. In Lac
Covered Car	1.50
Open Car	1.00
Two Wheeler	0.20

All applicants may apply for parking space as per schemes given below.

- i) Anticipating the parking problems in future; due to limited space available within the complex, it has been decided to make one car parking space (covered or open) and one scooter parking space (covered or open) mandatory for each apartment owner. Additional car/two wheeler parking space may be allotted to the applicants, based upon their requirement (to be indicated in the application form) and subject to the availability of parking lot.
- ii) The applicant, however, will be required to accept the decision of NBCC as final.
- iii) The applicant can apply for more than one car parking space. However, the additional parking will be confirmed depending on the availability after all assured allotments are made through the process of draw of lots.
- iv) Provision for additional two wheeler parking spaces will be made depending on the requirements of the applicants and space available after allotment of car parking spaces.
- v) Allotment and earmarking of specific parking spaces will be done at the time of completion of the project. However, the allotment of parking space may also be done alongwith draw of lots for apartments. For covered parking in stilt portion under each block, preference shall be given to the applicants who have been allotted apartments in the block. For allotment of parking spaces, NBCC shall work out a scheme whereas the endeavor will be to allot the parking space (open or covered) near to the block. The decision of NBCC in this regard as well as for allotting the covered or open parking space shall be final and binding on the applicants.

- vi) As the parking spaces are integral amenities to the Apartments, the allottees of such exclusive parking space(s) shall not be entitled to transfer and/ or deal with such exclusive parking space(s) independent of the apartment.

11:DIESEL GENERATOR POWER BACKUP

a) For Basic Facilities

Provision shall be made for the installation of Diesel Generator for Power Back-up to run the basic facilities at complex such as minimum one lift in each tower, corridor lighting etc. The DG will be operated and maintained by the common areas & facility management / maintenance body.

b) For Use In Apartments

The applicants shall be provided with DG power load as per details given below for their apartment for which the applicant has to pay one time charges as under:

Type of Apartment	DG Power Load in Watts	Total Amount Payable on Allotment
I & II	300 W	Rs. 15,000/-
V(A)	900 W	Rs. 45,000/-

Mobile DG sets will not be allowed to be used in the apartments. However, inverters may be used with prior intimation to the Management & Maintenance body.

12:DELAY IN PAYMENT OF INSTALLMENTS

It shall be incumbent on the allottee(s) to comply with the terms of payment in respect of the apartments, parking spaces and any other sums payable under the General Terms & Conditions. Payment of installments and all other dues shall have to be made on or before the due date whether demanded or not.

In case payment is delayed, the allottee(s) shall have to pay simple interest on the amount due @ 15% per annum from the scheduled date of payment.

Delay in payments of installments with payment of interest, and all other dues beyond 1 month, from the respective due dates shall not be condoned. In case of delay beyond 1 month, NBCC at its sole discretion may cancel the allotment along with recovery of interest and cancellation charges as per clause 6(b), in such an event the allottees shall have no right and/ or lien on the Apartment. NBCC in such case shall cancel the allotment letter and shall proceed to resell the apartment at its sole discretion. The allottee shall have no claim on NBCC, whatsoever on this account.

13:POSSESSION

NBCC shall endeavor to give possession of the Apartments to the allottees as under:

Block A, B, & D	On or before 31.03.2010
Block F & H	On or before 31.07.2010

The possession will be given after clearing of all dues in respect of the Apartment including stamp duty & registration charges as applicable. **The allottees shall not be entitled to any compensation if NBCC fail to deliver the apartments for the reasons attributable to force majeure.**

Force majeure shall, inter alia include non-availability or irregular availability of essential inputs, delay by the contractors/ construction agencies employed/ to be employed, litigation, acts of god, delay in getting service connection, statutory approval, completion/ occupancy certificate or such other reasons beyond the control of NBCC.

14:COMPENSATION FOR DELAY IN TAKING OVER OF POSSESSION

- c) If NBCC fails to deliver possession of the apartments to the allottees within the stipulated time (except due to force majeure as stated hereinabove), then it shall pay compensation as per the given schedule to the allottees effective from the scheduled date of completion, till the date of issue of letter to allottee to take over the possession of apartment.

Compensation payable to allottees of Block 'A', 'B' & 'D' - from 1.4.2010 (in case possession is not handed over on or before 31.3.2010)

Type-IRs. 4,000/- per month
Type-IIRs. 5,000/- per month

Compensation payable to allottees of Block 'F' & 'H' - from 1.8.2010 (in case possession is not handed over on or before 31.7.2010)

Type-IRs. 4,000/- per month
Type-IIRs. 5,000/- per month
Type-V(A)Rs. 8,000/- per month

Provided always the compensation shall be payable only after the allottee clears all dues in respect of the apartment including last installment (amount payable before possession) stamp duty, registration charges and all other dues required to be paid/ demanded by NBCC.

- d) The allottee(s) shall be deemed to have taken possession of their respective Apartments on the 15th day of service of notice by NBCC calling upon the allottee(s) to take possession and such fifteenth day shall be deemed to be the 'Date of Possession' irrespective of the date when the allottee(s) take physical possession of their respective Apartment(s) after complying with the terms and conditions, as mentioned in the notice calling for possession.

In case the allottee(s) fail to take possession of their apartment(s) as and when called upon by NBCC, the allottee(s) shall be liable to pay guarding

charges from the deemed date of possession or such later date as decided at the rates specified hereunder:

Type	Rs. per month
I	1000/-
II	1250/-
V & V(A)	3500/-

15:TRANSFER OF APARTMENTS

The Allottee(s) shall not be allowed to alienate and/ or transfer (in full or in part) their interests in the allotted apartments until full payment of all installments and interest due thereon, if any, is made to NBCC. However, transfer/ alienation would be permitted in case full payment has been made by the allottee.

16:TRANSFER FEE

No transfer or alienation of interest of any nature whatsoever shall be permitted and recognized by NBCC except upon payment of a transfer at percentages mentioned hereunder for such transfer fee of the total sale price of the apartment including the PLC, cost of the parking space and other charges paid/payable.

Sl No.	Description	Transfer Fee @
I	Apartments allotted to Govt. Employees – i.e. the Govt. employees availing 5% discount in allotment	8%
II	Apartments allotted to persons not availing 5% discount	3%.

Transfer made after execution of the conveyance deeds of the allotted apartment(s) in favour of the allottees, shall not be governed by this provision.

In case of this allotment of apartment that is to the working employees of Government, the transfer to blood relation shall be allowed in case the allottee retires from service before NBCC has conveyed the apartment in favour of allottee. Such transfer shall be allowed on payment of one time processing charge of Rs.15,000/-. The transferee in such case shall be governed by all the terms & conditions of the allotment. The blood relation for purpose shall be son, daughter, daughter-in-law, wife, husband, mother, father, grandson & grand daughter.

17:DOCUMENTATION FOR TRANSFER

The transfer deed of the apartment(s) shall be executed and registered in favour of the allottee(s) after the apartment(s) have been constructed and upon receipt of entire consideration together with all other dues deposits etc. The deed to transfer will be drafted by Solicitors/Advocates of NBCC and shall be in such form and contain such particulars as shall be approved by NBCC. If the allottees do not get the deed executed and registered within the date notified, the cost of consequences of the same, including taxes/ penalties levied by any authority will be to the account of the allottee(s). Each allottee will also be required to pay to NBCC documentation charges @ 1% of total sale price of the apartment as well as on the cost of parking space(s) before taking possession of the apartment.

The allottee will be required to pay stamp duty, registration charges and other related charges as may be levied by the Government from time to time for registration of the Deed of Transfer of their respective apartments.

18:THE RESIDENTS CLUB

NBCC proposes to set-up a "Residents Club" (RC) for the owners of apartments. The RC shall be managed by NBCC either by itself or through its nominee for a maximum period of 1 year from the date of commencement of operations of the RC. Subsequently the management of the RC shall vest with the Apartment Owners Association (to be formed by the Apartment Owners).

Every allottee will be required to be a member of the RC. The membership scheme is open only to the allottees of apartments and shall be in the name of resident individuals only (i.e. no corporate membership). If the allottee is a body corporate, it will be required to nominate the occupier of the allotted apartment, who, for all purposes, will be treated as the member of the RC. On sale or transfer of the apartment, the membership will automatically get transferred to the transferee/ apartment owner after payment of membership transfer fee of Rs. 5,000/-.

The allottees are required to pay one time charge and monthly subscription charges for maintenance and management of the RC. The details of the above charges and maximum number of persons entitled to entry & usage of RC is as per the details given below:

	Type-I	Type-II	Type-V(A)
One Time Charges (payable at the time of allotment)	25000/-	30000/-	50000/-
Maximum number of person' eligible for entry & usage	2	2	5
Monthly subscription (based on no. of person state above) payable on possession.	300/-	400/-	1200/-

** A person includes an adult with his/ her spouse and dependents children below the age the of 18 years.*

The aforesaid amount does not include taxes, if any, which shall be charged extra.

The one time charges as indicated above will be appropriated by NBCC towards the cost to be incurred for providing the infrastructure facilities and interiors including equipments at the RC. Surplus/ deficit, if any, of such one time charges will be on the account of NBCC. The facilities/ interiors/ equipments to be provided shall only be as decided by NBCC.

The monthly subscription charges for maintenance and management of the RC, as mentioned above, shall be payable before possession to NBCC for the first 12 months of operation of the RC. Surplus or losses, if any, in the first 12 months of the operation of the RC shall be to the account of NBCC. In subsequent years, the charges may be revised based upon actual expenses in maintaining the RC. The members of the RC shall in the intermittent period take steps for formation of a Body for taking over responsibility of management of the RC. NBCC shall assist the club members for setting up the requisite Body for management of the RC.

It would be pertinent to mention that some of the facilities at the RC shall be available free of cost while others will be on pay and use basis. Detailed terms and conditions of membership and rules and regulations governing the usage of the RC will be formulated in due course and circulated to members before the RC is made operational. All the members will have to abide by these rules and regulations. Scheme for additional membership, if required, will be formulated and circulated at the time of handing over possession.

It is expected that the facilities at the RC will be operational together with the completion of the entire complex in its entirety.

19:COMMON AREAS AND FACILITIES

e) HANDING OVER

NBCC shall assist in forming an Association of Apartment Owners (henceforth referred as 'Association') under the provisions of the West Bengal Apartment Ownership Act 1972, for the purpose of management and maintenance of the common areas and facilities of the complex. All the allottees of the Apartments will be required to become a member of the Association within a period of 90 days from the date of registration of the deed of transfer of their respective apartments. The Association will be required to formally take over charge of maintenance and management of the common areas and facilities of the Complex on or before the end of the interim maintenance period of 12 months.

f) MAINTENANCE CORPUS DEPOSIT

The allottee(s) owners shall have to deposit a sum of Rs. 10/- per sft. of the Super built-up area of their Apartments towards Maintenance Corpus Deposit payable before taking possession of apartment as and when called by NBCC. NBCC will transfer the said Maintenance Corpus Deposit without any interest to the Association within 30 days of the Association taking over the management and maintenance of the common areas and facilities of the Complex from NBCC.

g) INTERIM MAINTENANCE

NBCC shall by itself or through its nominee, maintain the common areas and facilities of Complex for a period of 1 (one) year after handing over possession of apartments as it may not be practical to immediately transfer the maintenance responsibility to Association of Apartment owners. The allottees shall be required to pay to NBCC a sum of Rs. 24/- per sft. (exclusive of applicable service tax) of the super built-up area towards maintenance cost of the common areas and facilities for a period of one year before the possession of Apartment is given to them and thereafter till the maintenance is taken over by the Association of Apartment owners @ Rs 2/- per sqft per month payable in advance. The expenses on electric, water charges for consumption on common areas shall be charged extra on actual basis in addition to these lumpsum maintenance charges. The operation and maintenance charges for DG set for power back-up to apartments shall be charged extra on actual basis on the basis of back-up electric load provided to the each apartment. One year period of maintenance shall start from the date of allotments of first Apartment in the Complex under current scheme. Surplus & loss, if any for initial 12 months of maintenance of common areas of Complex by NBCC shall be to the account of NBCC.

20:GENERAL

- h) It is understood that the applicant has applied for allotment of a residential apartment with full knowledge and subject to all the laws/ notifications and rules applicable to this area in particular, and group housing project in general, which have been understood by him/ her. It is further understood that the applicant has fully satisfied himself/ herself about the interest and the title of NBCC in the said land on which the Apartments will be/ are being constructed.
- i) The expression 'allotment' wherever used herein shall always means 'provisional allotment' and will remain so till such time a formal deed of transfer is executed and registered by NBCC in favour of the allottees for their respective apartments.
- j) The agreement to sell will be executed in Delhi and all disputes arising out of the allotment of the apartments & these terms & conditions shall be subject to jurisdiction of Courts at New Delhi.
- k) The sale of space is on saleable space/ area basis as mentioned in the brochure, terms & conditions. The applicants are advised to make their own calculations of actual usable area available in total saleable area in the apartment before applying. NBCC shall not entertain any claim at any stage for the actual carpet/ usable area available in the total saleable super area, neither NBCC shall provide any calculation details for the same.
- l) Some variations may occur in the architectural planning, designing as would be required during detailing, approval construction, due to structural constraints and local conditions. However, in case of any change in the apartment size beyond $\pm 1\%$ (Plus/minus one percent) at detailing, approval or construction stage from the size given in the brochure, the price of apartment shall be adjusted on pro-rata basis in the ratio of built-up area (inclusive of walls) to the corresponding saleable super area, of the apartment given in the brochure. No adjustment in prices shall be made for variation of area for upto $\pm 1\%$ (Plus/minus one percent) of the areas given in the brochure. However, in case of variation beyond $\pm 1\%$ (Plus/minus one percent) of price adjustment shall be applicable on the total area beyond the saleable super area given in the brochure.
- m) The furniture and fittings layouts shown/ mentioned in the floor plans and/or in the brochure, publicity materials etc. are merely suggestive. NBCC is in no way responsible for such provisions fitment of same and cost of same is not included in the cost of apartments.
- n) This booklet of General Terms & Conditions alongwith Annexures and application form in totality would be the conditions upon which sale of apartment & allied space is affected by NBCC. These documents supersede the earlier publicity material for this project for the apartments now put to sale.
- o) In case of contradiction in any provision in the terms & conditions contained in this booklet, application form, publicity material or any other document etc. or non clarity on any issue, the same shall be solely decided by NBCC. The decision of NBCC in this regards shall be final & binding on applicant/ allottee at all stages.