

## DRAFT AGREEMENT TO SELL

This Agreement is made at New Delhi on this \_\_\_\_\_ day of \_\_\_\_\_ 2019 between NBCC (INDIA) LTD, a company incorporated under the Companies Act, 1956, having its registered office at NBCC Bhawan, Lodhi Road, New Delhi-110003 acting through its \_\_\_\_\_ hereinafter referred to as 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 referred to as 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.

WHEREAS, a plot measuring 5 acres situated at Action Area - III, New Town Rajarhat, Kolkata more aptly described at Schedule I of this Agreement to Sell has been purchased by NBCC from West Bengal Housing & Industrial Development Corporation Ltd. (WBHIDCO) on 01.10.2010 (vide allotment letter no. 3452/HIDCO/ADMN-1386/2010) and sale deed dated 15.06.2012 duly registered vide Serial No 08093 of 2012 in the Office of the Additional District Sub-Registrar, Bidhan Nagar.

AND WHEREAS, NBCC has constructed a commercial cum residential complex namely NBCC Square on the aforesaid said plot which comprises of two towers, one for residential having ground floor and fourteen other floors AND other for commercial development having ground floor and fifteen other floors with two level basements for parking and services.

AND WHEREAS, on request of the buyer for purchase of built-up space for office No. \_\_\_\_\_ at \_\_\_\_\_ floor, at NBCC Square, Action Area - III, Rajarhat, Kolkata measuring \_\_\_\_\_ sft in super area ("Built up space") at an amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_), NBCC has agreed to sell to the buyer the built up space for a total sale consideration of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) at NBCC Square, Action Area - III, Rajarhat, Kolkata.

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. **That the NBCC does hereby agrees** to sell to the buyer space measuring \_\_\_\_\_ sqft of super area on "as is where is" basis, situated on





\_\_\_\_\_ floor Office No. \_\_\_\_\_, at NBCC Square, Action Area - III, Rajarhat, Kolkata for a total cost of Rs. \_\_\_\_\_ (Rupees only)

\_\_\_\_\_ excluding allied charges . 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 super area element. The measurement of super area space shall be governed by subsequent paras of this agreement.

2. That the super area indicated is an approximation/provisional and is liable to change as per approved drawings and actual execution at site.
3. That all expenses/duty, charges, fees etc. towards execution of conveyance deed shall be borne by the buyer alone without any liability on NBCC.
4. That 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.
5. That the common area, corridors and the drive ways on ground floor & in basement shall remain a common property and no individual shall be allowed to encroach upon these areas.
6. That 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 that may become payable including but not limited to penalties from local authorities, if any.
7. That the buyer has already paid 10% consideration amount of the sale Consideration of space alongwith Cost of Car Parking i.e. Rs. \_\_\_\_\_ (Rupees ..... ) as application money. The remaining consideration amount Rs. .... (90% of the Sale Price) will be paid by the buyer as per the payment schedule as mentioned in the terms & conditions of the application for allotment.
8. That the actual and the physical possession of the property will be given by the NBCC to the Buyer on receipt of full payment and upon satisfaction of other terms & conditions of the application for allotment.
9. That in case the buyer fails to deposit the entire balance sale consideration within the stipulated time as mentioned in payment schedule, the unit shall be cancelled as per cancellation clause of application form i.e. Clause 3.24 of other terms & conditions of the application for allotment.
10. That any other charges pertaining to facilities other than specified which the buyer would like to avail, shall be paid by the buyers as per actual along with NBCC's service charges of **Fifteen percent** & taxes etc. in force at that time. However, such facilities shall be provided on the sole discretion of NBCC and subject to feasibility.





... of the ...  
... of the ...  
... of the ...

... of the ...  
... of the ...  
... of the ...

... of the ...  
... of the ...  
... of the ...

... of the ...  
... of the ...  
... of the ...

... of the ...  
... of the ...  
... of the ...

... of the ...  
... of the ...  
... of the ...

11. That till execution of conveyance deed in favour of allottee, the allottee may create third party interest only to. Central & State Public Sector Companies in the built up space purchased subject to adherence to the terms & condition of sale by such third party. NBCC may permit such transfer rights in favour of third party, before execution of conveyance deed, on payment of transfer charges which shall always be 2% of total sale consideration value agreed to by and between NBCC & the 1<sup>st</sup> allottee for the space so agreed to be purchased by the allottee in "NBCC SQUARE" in addition to clearance of upto date dues including interest etc, if any.
12. That the buyer of space, in case of any subsequent sale/purchase of the built up premises which will include office 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.
13. That on release of entire sale consideration to the NBCC and handing over of possession of the said space to the buyer, in the event that additions or alterations, if any, in or about or relating to the said building are required to be carried out by the Government 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 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.
14. That maintenance of the entire complex (common areas/ services) and maintenance charges shall be governed by the Terms and Conditions of the application for allotment.
15. That 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. 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.
16. That 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.
17. That if any statutory charges are levied, or if any existing charges are enhanced with retrospective effect after the date of original offer letter, by Government Authority or any other local/Central Govt. body towards property tax or any other taxes, levies or charges, the same shall be borne by the space buyers. However, if assessment of Property tax or any other





taxes is not made separately for respective space of each buyer and consolidated demand is made by the 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.

18. That terms and conditions as mentioned in application for allotment shall be integral part of this agreement.

19. That the Courts in Kolkata alone will have jurisdiction to deal with matters arising out of this agreement.

20. That this Agreement has been executed in duplicate. The one copy will retain by NBCC and the other is with 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

1.

2.

**WITNESSES**

FOR BUYER

1.

2.







## SCHEDULE-I

All that piece and parcel of land measuring about 20235.0 Sq. Metres (5 Acres) be same or little more or less being in Street No. 3333 (Erstwhile Plot No IIIF/2 in Block No. IIIF situated in the New town, Police Station New Town, District North 24- Paragnas presently in the Panchayat area in Mouza-Akhanda Keshari J.L No.55 under Patharghata G.P.

Butted and Bounded as follows:-

- On the North : Plot No.IIIF/12 and Service Road(10.5M wide) of 48M wide MAR (N.S)
- ON the South : Canal Bank Road (5M wide) and Service Road(7.5 M Wide) of 69 M. wide MAR(E.W).
- On the West : Service Road (10.5 M wide) of 48 M. wide MAR (N.S) and Service Road (7.5 M wide) of 69 M. wide MAR (E.W.)
- On the South : Plot No. IIIF/12 and Carnal Bank Road (5 M wide)

DM



