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(RESIDENTIAL-NBCC-SQUARE)  
AGREEMENT TO SELL

This Agreement to sell is made at New Delhi and executed on \_\_\_\_\_ day of \_\_\_\_\_ 2017 by and 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 representative Sh. \_\_\_\_\_, \_\_\_\_\_ duly authorised vide special power of attorney dated \_\_\_\_\_ hereinafter called the "Seller" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the ONE PART

And

Mr./Ms. \_\_\_\_\_ S/O \_\_\_\_\_ Residence at ..... 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 plot measuring 5 acres situated at Action Area - III, New Town Rajarhat, Kolkata has been purchased by SELLER from West Bengal Housing & Industrial Development Corporation Ltd. (WBHIDCO) ON 01.10.2010 (vide allotment letter no. 3452/HIDCO/ADMN-1386/2010).

AND WHEREAS, SELLER has constructed a commercial cum residential complex under the name and style of "NBCC SQUARE" (hereafter referred to as the "Said Complex" 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. Commercial Block is having shop-cum-office on ground and first floor, second floor is having health club and restaurant with air conditioner and upper floors are having offices (without AC).

AND WHEREAS, The Purchaser after having satisfied himself/herself of the details pertaining to the said Complex, applied to the Seller for allotment of a dwelling unit in the Said Complex.

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AND WHEREAS, The Dwelling Unit/ Apartment no. 154 75  
(hereinafter referred to as the "Said Apartment") was allotted to the  
Purchaser vide allotment letter no. \_\_\_\_\_ dated \_\_\_\_\_.

AND WHEREAS, The Purchaser hereby accepts his/her acceptance of  
all terms and conditions forming part of the Application for provisional  
allotment of the Said Apartment in the Said Complex.

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. That the SELLER does hereby agree to sell to the Buyer Said Apartment measuring \_\_\_\_\_ sq. ft. of super area for a total cost of Rs. \_\_\_\_\_/- plus applicable taxes (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.
2. That the super area indicated is approx. 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 SELLER.
4. That the cost towards expansion of services or for adding new services will be charged from the Buyer in proportion to the super area allotted and at the rate of sale of space to the Buyer.
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 SELLER 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.
7. That the Buyer has already paid .....consideration amount of the sale Consideration of space i.e. Rs. \_\_\_\_\_ (Rupees ..... ) which includes Rs. \_\_\_\_\_ (Rupees. . . . . ) paid as application money. The remaining consideration amount Rs. .... (of the Sale Price) will be paid by the Buyer as per the payment schedule clause of terms & conditions of the application for allotment.





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8. That the Buyer hereby agrees to pay the total sale consideration in instalments as per payment schedule mentioned in the allotment letter.
  9. That the actual and the physical possession of the property will be given by the SELLER to the Buyer on receipt of full payment.
  10. 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 the application form.
  11. 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 SELLER's service charges of **Fifteen percent** & taxes etc. in force at that time. However, such facilities shall be provided on the sole discretion of SELLER and subject to feasibility.
  12. That till execution of conveyance deed in favour of Buyer, the Buyer may sell or create third party interest i.e. Central & State Public Sector Companies in the built up space purchased subject to adherence to the terms & condition of sale by such third party. SELLER shall allow such transfer rights in favour of third party, before execution of conveyance deed, on payment of transfer charges which shall always be 100 per sft of saleable area of total sale consideration value agreed to by and between SELLER & the 1<sup>st</sup> Buyer for the space so agreed to be purchased by the Buyer in "NBCC SQUARE". The transfer charges shall be applicable on pro-rata to the area being sold to third party i.e. the Buyer may sell part of the space but total saleable area shall always remain same.
  13. That the Buyer the said apartment, in case of any subsequent sale/purchase 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.
  14. That on release of entire sale consideration to the SELLER and possession of the said space shall be 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 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 apartment etc., in the same building at their own cost and the SELLER 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.
  15. That maintenance of the entire complex (common areas/ services) and maintenance charges shall be governed by the maintenance clause mentioned in the application form/terms & condition of the application for





allotment.

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16. 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. SELLER shall install electrical fixtures in common areas as per the requirement ascertained and finalized by the SELLER only. The cost towards such fixtures shall be deemed to be included in the rates of sale of space.
17. 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.
18. 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 SELLER on the basis of area of space or the annual letting out value as the case may be. SELLER shall not be liable for any such levy or enhancement of charges & the space Buyer shall keep SELLER indemnified against all such demands.
19. That the general terms and conditions of sale and letter of allotment shall also be mutatis-mutandis applicable to this agreement in so far as they are not repugnant to any provision specifically incorporated in this agreement to sell and the Buyer shall abide by the same.
20. That this agreement deemed to have been executed in Delhi & the Courts in Delhi/New Delhi alone will have jurisdiction to deal with matters arising out of this agreement.
21. That this Agreement has been executed in duplicate. The one copy will retain by SELLER 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 SELLER**

1.





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2.

**WITNESSES**

FOR BUYER

1.

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*Out*





