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**DEED OF CONVEYANCE**

**(Commercial)**

This deed of conveyance is executed at Delhi on this [•] day of [•], 2017 (hereinafter referred to as this "Deed") by, **NBCC (India) Limited** (formerly known as National Buildings Construction Corporation Limited), a company duly registered under the Companies Act, 1956 and having its registered office at NBCC Bhawan, Lodhi Road, New Delhi - (110 003), through its authorised signatory **Sh. Bhanwar Singh, General Manager,** (hereinafter referred to as the "Seller" which expression shall, unless repugnant to the context or meaning thereof be deemed to include the land owner, its successors and assigns) of the one part,

**IN FAVOUR OF**

Shri./Smt. [•] aged about [•] son of/ wife of / daughter of [•], resident of [•] or M/s [•], a company duly registered under the provisions of the Companies Act, 1956 and / or the Companies Act, 2013, having PAN Number [•] (hereinafter referred to as the "Purchaser", which expression shall unless excluded by or repugnant to the context, be deemed to include his / her legal heirs, executors, successors-in-interest, nominees, administrators, transferees and permitted assigns) of the other part.

The Seller and the Purchaser are hereinafter collectively referred to as the "Parties" and / or singly as a "Party", as the context may require.

**WHEREAS:**

- (a) A land parcel admeasuring about 5 acres falling within the revenue estate of Action Area - III, New Town Rajarhat, Kolkata (herein after referred to as the "said Land") was allotted by the West Bengal Housing & Industrial Development Corporation Ltd. on October 1, 2010 vide allotment letter no. 3452 / HIDCO / ADMN - 1386 / 2010.
- (b) The said Land is specifically described in Schedule I hereto and shown as per the plan set out at **Annexure A** of this Deed (hereinafter referred to as the 'said Land') was purchased by the Seller vide registered Sale Deed dated [•], duly registered in the office of Sub-Registrar, [•] bearing registration no. [•] in the Book no. [•].
- (c) The Seller having obtained the requisite approvals and sanctions, has developed and constructed two towers under the name and style of "NBCC SQUARE" (hereinafter referred to as the 'said Complex'). The said project contains two towers, whereby one tower is for residential development having 15 Floors (Ground + 14 Floors) and other is for commercial development having 16 Floors (Ground + 15 Floors) with two level basements for parking facility to the occupants of the said Complex. The Commercial Block is having shops and offices on Two Floors (Ground + 1<sup>st</sup> Floor) and a health centre, restaurant in the Second Floor. Provision of central air - conditioning is available only on the Ground Floor, First Floor and the Second Floor of the Commercial Block.
- (d) The Board of Directors of the Seller in its 237<sup>th</sup> meeting held on June 22, 1988 has duly empowered the Chairman-cum-Managing Director (hereinafter referred to as the





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"CMD") to delegate his powers to full time Directors, General Managers and other officers, and the Board of Directors of the Seller in its 241<sup>st</sup> meeting held on March 31, 1989 have delegated its powers to the CMD to execute instruments, deed, leases, contracts in the name and on behalf of the Seller and as per the aforementioned powers vested with the CMD, the CMD has duly authorised the Seller's signatory hereto, to execute this Deed on behalf of the Seller.

- (e) The Purchaser after having satisfied himself / herself of the details pertaining to the said Complex, applied to the Seller for allotment of a commercial space for office in the said Complex. The form of the application, which contains the general terms and conditions for allotment of a dwelling unit in the said Complex, is annexed hereto as **Annexure B** (the "Application"). The Purchaser hereby accepts his/her acceptance of all terms and conditions forming part of the Application for provisional allotment of the said commercial office space in the said Complex which shall apply *mutatis-mutandis* to the present Deed, unless specifically expressed otherwise in this Deed. The Purchaser (s) agrees to pay the additional amount, as raised by the Seller on account of allotment of a covered parking space. The Purchaser (s) shall abide by all the general terms and conditions of sale as well as of the allotment letter and the agreement to sell which shall be read as part and parcel of this Deed.
- (f) The Purchaser was allotted the Commercial Space / Office (hereinafter referred to as the "said Office") to the Purchaser vide allotment letter no. [•] dated [•]. The said Office bearing Office No. [•] is more specifically described in Schedule II and the plan of which is set out at **Annexure C** of this Deed.
- (g) The Seller has intimated the Purchaser that the said Office is complete and ready for handover of possession and the Purchaser has paid the entire consideration of Rs. [•], including taxes, to the Seller and accordingly the Seller has agreed to sell, transfer, convey and assign to the Purchaser(s) and the Purchaser(s) has agreed to purchase the said Office, fully described in this Deed, with all rights, titles, interests, easements, privileges and appurtenances thereto, with all rights of ingress and egress to and from the said Office on 'as is where is basis' for the said total consideration by way of this Deed.


**NOW THEREFORE THE PARTIES AGREE AND THIS INDENTURE WITNESSETH THAT** in consideration of the sum of Rs. [•] (Rupees [•]) paid before the execution hereof and the receipt whereof the Seller hereby admits and acknowledges, the aforesaid representation and subject to the terms, conditions and covenants set out herein, the Seller **DOETH HEREBY** grant, convey, release and transfer by way of this Deed unto the Purchaser(s), all that piece of the said office / commercial space as described in the Schedule II hereunder and equal rights in the common areas together with all things permanently attached thereto or standing thereon and all the privileges, easements, profits, right and appurtenances whatsoever to the said space/ premises and other premises or any part thereof belonging or anyway appertaining thereto and all the estate, right, title, interest, use, possession and demand whatsoever at law or otherwise of the Seller to the said Office and every part thereof **TO HAVE AND TO HOLD** the same unto and to the use and benefit of the Purchaser absolutely and forever, subject to payment of all rents, taxes and assessments, maintenance charges, dues and duties now chargeable and payable and/or that





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maybe chargeable and payable from time to time hereinafter in respect of the same to the government or any other public body or local authority in respect thereof and forever subject to the exceptions, reservations, covenants, and conditions hereafter contained.

1. That the Seller hereby sells, transfers, conveys and assigns all rights, titles, interests with complete superstructure together alongwith all benefits, facilities, privileges, easements, appurtenances or advantages whatsoever belonging to or in any way appertaining to the said Office unto the Purchaser and the actual physical possession of the said Office hereby conveyed has been delivered to the Purchaser at the spot who has become the absolute owner in possession of the same and shall enjoy all the rights, privileges, passages, appurtenances and possession etc. and absolute ownership in the said Office without any hindrances, claims, demands by the Seller.
2. That the Seller expects and reserves unto itself, all mines and minerals of whatever nature lying in or under the said Land together with full liberty at all times for the Seller, its agents and workmen, to enter upon all or any part of the said Land and to search for, win, make, merchantable and carry away the said mines and minerals under or upon the said Land or any adjoining lands of the Seller and to lay down the surface of all or any part of the said Land and any building under or hereafter to be erected thereon making fair compensation to the Purchaser for damage done unto him thereby, subject to the payment of land revenue of other imposition payable or which may become lawfully payable in respect of said Property and to all public rights or easement affecting the same.
3. That the Seller hereby assures the Purchaser(s) that the said Office and the said Land is free from all encumbrances, lien, charge, mortgage, lease, court or other attachments or claims from any third-party and that the Sellers are the sole and absolute owners of the said Office and the said Land with all attendant rights of ownership, possession, enjoyment and that the Seller are entitled to and has in itself, good right and full power to convey and transfer by way of sale, the said Office and the said Land hereby conveyed or intended so to unto and to the use of the Purchaser(s) in the manner aforesaid.
4. That the Seller has handed over the vacant and peaceful possession of the said Office to the Purchaser(s) and the Purchaser(s) has verified and satisfied himself regarding the extent of work, quality of work, facilities available, title of the property, built up area, saleable area and super area. Thus, hereinafter the Purchaser(s) and their legal heirs will have all the right, title, interest to use, enjoy as per this Deed and the terms and conditions of the Application. 
5. That the Seller hereby confirms that the construction and associated facilities have been created with due sanction from the statutory authorities and are in conformity with the existing laws/by-laws.
6. That the Seller hereby assures the Purchaser(s) that all taxes, levies and charges on the said land or said premises stand paid till the date of issuance of allotment letter and any arrears, if any, till the issuance of the allotment letter will be paid by the Seller. However, the Purchaser(s) shall be liable for all future taxes, duties etc. charged by the concern statutory





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/municipal authority / local authority as well as for the payment of the maintenance charges and charges toward utilities to the respective authority/body from the date of issuance of the allotment letter.

7. That, the Purchaser (s) shall be responsible for making payment of Vacant Land Tax to statutory authorities, through the Seller on pro – rata basis proportionate to the Office / Commercial Space purchased by the Purchaser in the Complex with effect from the date of issuance of the allotment letter. Notwithstanding execution of this Deed, use of the property in contravention of the provisions of the Master Plan / Zonal Development Plan / Layout Plan shall not be deemed to have been condoned in any manner, and the Purchaser (s) would be subject to appropriate action by the concerned Development Authority for any contravention of related provisions of the concerned Development Act or any other law for the time being in force.
8. That, even after execution of this Deed, the Purchaser(s) shall not use the said Office or permit the same to be used for any purpose other than the purpose sanctioned by the concerned authorities or use for any purpose which may or is likely to cause nuisance or annoyance to the occupiers / owners of the other portions/ spaces of the said complex.
9. That, the Seller shall have the right to cancel this Deed in the event of breach of the general terms and conditions of sale or of allotment and / or the terms and conditions stipulated in the agreement to sell.
10. That, the Seller has the sole discretion to allot the parking slots, whose decision shall be final and binding on the Purchaser (s).
11. That the Purchaser(s) / Purchaser will not make or cause to be made unauthorized construction or if Purchaser(s) makes or causes to be made any structural additions / alterations in the said office / commercial space/ premises or other part of the building, the same cannot be done without written permission from the Seller till the formation of the Shop Owners Welfare Association and thereafter, the decision of the Shop Owners Welfare Association (hereinafter referred to as the 'SWA') in this regard shall be final and binding upon the Purchaser and shall not be called in question in any proceedings; in any case the Purchaser(s)/Purchaser shall be solely responsible for all damages/liabilities towards that may become payable including penalties from local authorities, if any due to the structural additions / alteration. Further the said structural additions/alteration shall not in any manner cause damage to columns, beams, walls, slabs or R.C.C. or other structural constituents in the said space/premises.
12. That, the Purchaser (s) expressly agree and undertake not to install sign boards in contravention to the agreed terms and policy of the Seller. The said sign boards shall be installed only on the front of the Office, and the Purchaser shall not be allowed to put any sign board / advertisement on any other place in the complex / building and / or façade of the building including other offices purchased by the buyer. The Seller shall have the absolute and unfettered right to use the external façade of the building (including external façade of offices sold) for advertisement purposes.

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13. That, the Seller shall have the absolute unfettered right to make any additions, raise the number of floors and / or build additional structures, as may be permitted by local authorities and / or the competent authorities. The terrace / roof rights will remain with the Seller and any additional structures built by the Seller shall be the sole and exclusive property of the Seller, who will be entitled to dispose / deal with the said property without any dispute / disruption and / or interference from any Purchaser (s). The Seller shall be responsible for connecting the electricity, water, sanitary and drainage sources at its own cost and expenses. Any consequent cost incurred for additional services, enhancement in statutory charges /levies due on account of such additions / alterations shall be borne by the Seller only. The Purchaser (s) *inter - alia* give their irrevocable consent to the aforesaid, and agree that the Purchaser (s) shall not raise any objection or claim any reduction in price of the office / commercial space agreed to be sold to them and / or to any other party. Further, the Purchaser (s) agrees and undertakes not to stake any claim for damages on the ground for inconvenience, or any other ground what so ever.
14. That if any additions or alterations in or about or relating to said Office or any building(s) in the said complex, are required to be carried out by the Government/Local Municipal Authority or any other Statutory Authority or in pursuance to any Statutory requirement, the same shall be carried out by the Purchaser(s)/Purchaser in cooperation with the purchasers of the other offices / commercial space in the same building or the SWA members at their own cost and 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 of [•].
15. That the common area including corridors, common passages, capital equipment's including lifts, generators, the drive ways on ground floor etc. shall remain a common property and Purchaser (s) shall not be allowed to encroach upon these areas.
16. That the Purchaser has already entered into a separate agreement in respect of the maintenance services and shall be liable to pay the maintenance charges. The Seller at its sole discretion may hand over the maintenance and operation of services to the SWA's members of the complex, however, till that time the maintenance shall be carried out by Seller on cost plus percentage basis. The maintenance agreement so signed shall also be applicable for any association/ body/ association of shopkeepers / traders or any other nominee/ agency the Maintenance Agency as may be nominated/ appointed by the Seller from time to time for the maintenance and upkeep of the said Complex. After the maintenance is handed over to the Shop Owners Welfare Association (SWA to be formed) then said Maintenance Agreement shall also be handed over to SWA.
17. That, after completion of every two years, the maintenance charges shall be enhanced at the rate of 10% on the immediately preceding maintenance charges paid for by the Purchaser (s). After completion of the first two years, the maintenance charges shall be enhanced to Rs. [•] (at [•] / sq. ft.) and shall be charged on quarterly basis from the Purchaser (s).





18. The running and operation of common services including lighting, diesel generator, lifts etc. shall be applicable for all the Purchaser(s) and as controlled through maintenance agreement as above mentioned in Clause 16 of this Deed.
19. That, the Seller shall handover the maintenance of the Complex to the SWA, at any time, as may be decided by the SWA. The Purchaser (s) would be required to give their consent for the formation of an SWA at the time of signing of the maintenance agreement. The SWA shall necessarily be represented by the occupants of the dwelling units and the offices / commercial space. The Seller shall handover the remaining amount pertaining to [•] the safe - keeping of the SWA. The Seller shall however, not part with the interest earned / accrued on the maintenance charges received from the Purchaser (s), to the SWA.
20. That the Purchaser(s) undertakes and agrees that in case the Purchaser(s) sells or transfer the said Office then all the terms of this Deed, terms and conditions of the Application, separate maintenance agreement as well as other documents/agreements executed in respect of the said Land and the said Office, shall be, *mutatis-mutandis*, binding on any subsequent buyer. The said premises can only be sold or transferred or conveyed by any means, upon receiving the no objection certificate from the SWA or the Seller, as case may be. The SWA or the Seller, as the case may be, would be entitled to withhold the no objection certificate in event all the maintenance charges and all other charges have not been paid by the Purchaser as on the relevant date.
21. That the Purchaser(s) can transfer and enter her/his name in all concerned Government departments and for that purpose if any signature or statement of Seller is required, then Seller shall sign, confirm and endorse such documents to effectuate transfer of ownership in all such records in favour of the Purchaser(s).
22. That the cost towards electrical fixtures such as fans, lights, air-conditioners etc. are not included in the cost of the said Office. The Purchaser shall install such fixtures inside the said Office at his/her own cost. The Seller shall install electrical fixtures in common areas as per the requirement ascertained and finalized by the Seller only. The cost towards such fixtures to be installed in common areas shall be deemed to be included in the rates of sale of space.
23. That, separate metering system for electricity would be provided by the local electricity authorities and the Purchaser (s) shall be responsible for applying and taking the electricity connection directly from the local authorities. In case, the electricity connection is provided by the local electricity authority, then the sub - meters of the required capacity shall be installed and the pro - rata charges in relation to the electricity connection charges, payment of security deposits etc. shall be borne by the Purchaser (s). Electricity charges as per the consumption of each dwelling unit would be borne by the Purchaser (s) itself.
24. That, in case of centralised billings, the Seller shall raise the invoice to the allottees in proportion to the electricity consumed by the Purchaser (s), which the Purchaser (s) would have to deposit before the due date (as mentioned in the invoice), failing which, the Purchaser (s) would be liable to pay simple interest at the rate of 18 % (Eighteen Percent)





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per annum for the delayed period. The Purchaser (s) shall also have to pay the cost of electric units supplied to the dwelling units through the DG System. The rates of such DG supply shall be worked out by the Seller keeping account of the actual inputs in production and supply of power, cost of man power, repairs etc. Delay in release of maintenance charges or electricity bills by any Purchaser (s) may also lead to disconnection of power supply and other common services to be provided by the maintenance agency.

- 25. That the Purchaser shall be solely liable for payment of taxes, levies, cess etc. levied on the said premises by the local or statutory authority from the date of the letter of Allotment. If any statutory charges are levied, or if any existing charges are enhanced with retrospective effect after the date of original offer letter, by local Municipal Authority or any other local/Central Govt. body towards house tax, commercial property tax or any other taxes levies or charges, the same shall be borne by the Purchaser.
- 26. That the Seller hereby reserves the absolute right of connecting the said Complex with any other/further projects or phase, which it may develop in the adjoining neighbourhood and the common facilities like any playgrounds, lawns, generators, parks or club-house may be made common with such other/further project/ phase, without any interference or any claim being maintainable from the Purchaser(s) or the association of Purchasers of flats and offices in the said Complex in that regard.
- 27. The Purchaser shall not be entitled to any benefit of future enhancement / addition of FSI on the plot of the said Complex, and the same shall devolve exclusively, without any disturbance / hindrance upon the Seller.
- 28. That the terms and conditions as contained in the Application, including the terms and conditions of sale, shall apply *mutatis-mutandis* to this Deed, unless contrary to the terms and conditions set out in Deed.
- 29. That the Purchaser in addition to the terms and conditions mentioned in the Application, hereby also agrees, undertakes and covenants that:
  - a. That the Purchaser shall comply with and carry out from time to time in respect of the said Office all the requirements, requisitions, demands and repairs which are required to be complied with, by the concerned Municipal Authority, local bodies, Government or any other competent authority/local bodies in respect of the said Offices and the building(s) and land(s) on which the said building(s) is/are standing at its own cost and keep the Seller indemnified, secured and harmless against all costs, consequences and all damages, arising on account of delay/non-compliance with the said requirements, requisition, demands and repairs.
  - b. That the Purchaser shall maintain the said Office, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto at their own cost and expenses in a good and tenantable repair and condition and ensure that the support, shelter etc. of the building in which the said Office is located, is not, in any way, damaged or jeopardized and shall not do or cause to be done anything in or to the

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said building or said Office or the staircases, lifts, shafts and common passages or the compound which may be against rules or bye-laws of the Municipal /any other authority as may be applicable to the said Office nor shall the Purchaser change, alter or make additions in or to the said Office or any part thereof which would be in violation of any rules, bye-laws of the Municipal Authority or any law for the time being in force, or any rule or notification issued by the local or other authority. The Purchaser(s) shall be responsible and shall keep the Seller properly indemnified for all deviations/violations or breach of any such conditions or laws and rules & regulations committed by it and for any loss or damages arising out of breach of any of the above stated conditions.

- c. That, the Purchaser (s) of the shops (or office, as the case may be) agree and undertake to not put to use the said shop / office for the purpose of opening a Liquor Shop / Bar, Butcher Shop, Arms Shop etc. or any other purpose, which may or is likely to cause nuisance or annoyance to occupiers of other Offices in the building or to the owner or occupiers of the neighbouring properties or for any illegal or immoral purposes.
  - d. That the Purchaser(s) shall not store in the said Office any goods of hazardous or combustible nature or goods which are so heavy as to affect the structure of the said building.
  - e. The Purchaser(s) shall not at any time, demolish or cause to be demolished the structure of the said Office and the building of which the said Office forms part nor will he/she, at any time make or cause to be made, any additions or alterations of whatsoever nature to the extension of the said Office or any part thereof.
  - f. The Purchaser(s) shall not make any alterations in the elevation and outside colour scheme of the said Office. However, the Purchaser(s) shall be entitled to do changes in partition walls of their own space/ premises.
  - g. The Purchaser(s) agrees and binds itself to pay for water and power consumed in the said Office, as per meter installed or billed by the concerned Agency.
30. That the actual physical vacant possession of the said Office has been delivered by the Seller to the Purchaser who has assumed the same at the site to its complete satisfaction in all respects whatsoever. Henceforth, the Purchaser(s) shall have no claim of any nature whatsoever against the Seller on any account including but not limited to any item of work, material, super area calculation, extent of coverage, quality of construction, installations etc. and the Purchaser(s) hereby waives off all its claims against the Seller in this respect. Further, the Purchaser(s) affirms that all short-coming/complaints, if any, have been got removed/resolved and rectified by the Confirming Party before signing of this Deed.
31. That all expenses of this Deed viz. stamp duty, registration charges etc. have been/ have to be borne and paid by the Purchaser(s) and in case of any pending or shortfall in the stamp duty and / or registration charges in relation to this Deed, the same shall be paid by the





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Purchaser(s). The Purchaser(s) shall be solely liable for due compliance of the provisions of Indian Stamp Act, 1899 as applicable to the State of Kolkata and shall be liable to pay deficiency in the amount of stamp duty and penalties, if any, as may be levied by the concerned authority in respect of the said space/Office and/or this Deed.

32. That in case any provision/clause of this Deed is determined to be void or unenforceable under any applicable law, such provision shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Deed and to the extent necessary to conform to applicable law and the remaining provisions of this Deed shall remain valid and enforceable in accordance with their terms and tenure.
33. That if it is discovered at any stage that this Deed has been obtained by suppression of any fact or by any misstatement, misrepresentation or fraud by the purchaser, then this Deed shall become void at the option of the Seller, which shall have the right to cancel this Deed and forfeit the consideration paid by the Purchaser(s). The decision of the Seller in this regard shall be final and binding upon the Purchaser and shall not be called in question in any legal proceedings.
34. That the Courts at New Delhi alone shall have jurisdiction in all matters arising out of and/or concerning this Deed and / or the Application.
35. That this Deed has been executed in duplicate. The Seller will retain the duplicate copy and the original shall be retained by the Purchaser(s).

*[Signatures pages to follow]*





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IN WITNESS WHEREOF the Parties and / or their respective representatives, with sound mind and without any pressure or influence whatsoever have executed this Deed and have set and subscribed their respective hands in token whereof on the day, month and year first mentioned in the presence of the following witnesses.

**SELLER**

**NBCC (India) Limited** (formerly known as National Buildings Construction Corporation Limited)

Sh. Bhanwar Singh, General Manager, NBCC (India) Limited  
(Authorised Representative of NBCC Ltd.)

**PURCHASER(S)**

\_\_\_\_\_  
Name:  
Address:

**Witnesses**

1. Mr. \_\_\_\_\_  
Name:  
Address:

2. Mr. \_\_\_\_\_  
Name:  
Address:





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**SCHEDULE I**  
**PARTICULARS /DESCRIPTION OF LAND**

May be taken from the Sale Deed of the Land

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## SCHEDULE II

### PARTICULARS/ DESCRIPTION OF THE SAID OFFICE / COMMERCIAL SPACE

All that immovable office / commercial space / premises situated and being at [•] of the building no. [•], constructed and developed by the Seller in the complex called 'NBCC SQUARE' at Action Area - III, New Town Rajarhat, Kolkata bearing Office No. [•] and admeasuring [•] sq. meters in super built up area.

Along with Facilities:

Parking	[•]
Power backup	[•]
Security Guard	[•]
Community Centre	[•]
Swimming Pool	[•]
Gymnasium	[•]
Lift	[•]



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**Annexure A**  
**Plan of the Land**

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**Annexure B**  
**Application**



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**Annexure C**

Plan of the Office / Shop





