

## DEED OF CONVEYANCE

This deed of conveyance is executed at Lucknow 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 – (110003), through its authorised signatory **Sh.** \_\_\_\_\_, \_\_\_\_\_, (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 successor in office and assigns) of the one part,

### IN FAVOUR OF

Shri./Smt. \_\_\_\_\_ aged about \_\_\_\_\_ son of/ wife of / daughter of \_\_\_\_\_, resident of \_\_\_\_\_ and 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.

- a) A land parcel admeasuring about 1.79 acres falling within the revenue estate of Vardan Khand Gomti Nagar Extension Lucknow (hereinafter referred to as the '**Said Land**') was purchased by Seller vide registered Sale Deed dated April 11,2012, duly registered in the office of Sub- Registrar, Lucknow bearing registration no. .... book no. ....
- b) The dwelling Commercial Unit has been developed by the Seller on the said Land and has been collectively termed as '**NBCC Commercial Complex Lucknow**' (hereinafter referred to as the '**Said Complex**').
- c) AND WHEREAS, the Seller after having obtained the necessary approval and sanctions, has developed and constructed a commercial building containing shops and office spaces on the said land under the name and style of **NBCC Commercial Complex**, Lucknow (hereinafter referred to as 'said complex') comprising of ..... number of floors with a total covered built-up area of ..... Sq. Mtrs. (including ..... number of covered and ..... open parking spaces).
- 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 "**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 to execute this Deed on behalf of the Purchaser.
- e) 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. The form of the application, which contains the general terms and conditions for allotment of a dwelling unit in the Said Complex. The Purchaser hereby accepts his/her acceptance of

all terms and conditions forming part of the Application for provisional allotment of the said Commercial space in the said Complex which shall apply *mutatis-mutandis* to the present this Deed, unless specifically expressed otherwise in this Deed.

- f) The Purchaser was highest successful bidder of the said commercial space, and accordingly, the Dwelling Unit no. \_\_\_\_\_ (hereinafter referred to as the "Said .....") was allotted to the Purchaser vide allotment letter no. \_\_\_\_\_ dated \_\_\_\_\_. The said Commercial space bearing Unit no. \_\_\_\_\_.
- g) The Seller has intimated the Purchaser that the said unit is complete and ready for handover of possession and the Purchaser has paid the entire consideration of Rs. \_\_\_\_\_, including taxes and two years maintenance charges in advance, 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 commercial unit, 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 Apartment 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 DOTH HEREBY grant, convey, release and transfer by way of this Deed unto the Purchaser(s), all that piece of the said Apartment / space/ premises/dwelling unit as described in the Schedule \_\_\_\_\_ here under 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 Purchaser to the said Commercial Unit 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 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 along with all benefits, facilities, privileges, easements, appurtenances or advantages whatsoever belonging to or in any way appertaining to the said commercial space unto the Purchaser and the actual physical possession of the said Commercial Unit 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 Commercial Unit without any hindrances, claims, demands by the Purchaser.
- 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 Commercial Unit 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 Seller are the sole and absolute owners of the said Commercial Unit 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 Commercial Unit 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 Commercial Unit 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 execution of this deed and any arrears, if any, till the date of execution of this Deed will be paid by the Seller. However, the Purchaser(s) shall be liable for all future taxes, duties etc. charged by the concerned statutory /municipal authority/local authority as well as for the payment of the maintenance charges and charges toward utilities to the respective authority/body after the date of this Deed.
- 7) That notwithstanding execution of this deed, the purchaser shall not use the said premises 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 premises
- 8) That the purchaser/purchaser,s of the shop (or office as the case may be) shall not put to use the commercial unit (or office as the case may be) purchased by him/her for the purpose of opening of Liquor/Bar, Butcher, Arms shop etc. or any activity in its shop (or office as the case may be) which is a cause of nuisance to the other Purchasers within the as well as outside the said complex, if at any stage, it is found that the Purchaser had violated the said conditions the entire sale consideration amount shall be forfeited and the allotment of the shop (or office as the case may be) shall be cancelled. NBCC shall re-enter the building and take over possession of the same from the Purchaser. In such an event, Purchaser will not be entitled to any compensation whatsoever, or refund of any money or any other amount paid by him and Seller at its sole discretion shall proceed with resale of the property.
- 9) 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 unit / space/ premises or other part of the building, the same cannot be done without written permission from the seller till the formation of the Association of Commercial space Owners and thereafter, the decision of the Residents Welfare Association (hereinafter referred to as the '**RWA**') 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.
- 10) That if any additions or alterations in or about or relating to said space or building 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 Dwelling units/ Apartments in the same building or the RWA 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 Lucknow.

- 11) That the common area including corridors, common passages, and capital equipment's including lifts, generators, the drive ways on ground floor etc. shall remain a common property and Purchaser shall not be allowed to encroach upon these areas.
- 12) The purchaser shall comply with the building, drainage and other bye laws of the appropriate Municipal or other authorities for the time being in force.
- 13) 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 accordingly, notwithstanding the advance payment of two year's maintenance charges already paid by the Purchaser. The Seller at its sole discretion may hand over the maintenance and operation of services to the RWA'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 dwelling unit owners 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 Residents Welfare Association (RWA to be formed) then said Maintenance Agreement shall also be handed over to RWA.
- 14) If it is discovered at any stage that this deed has been obtained by suppressions of any fact or by any mis - statement, misrepresentation or fraud, then this deed shall become void at the option of the Seller, who shall have the right to cancel this deed and forfeit the consideration paid by the purchaser. 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 proceedings before any forum or court of law.
- 15) The purchaser hereinafter may peacefully enter, from time to time and at all times upon and occupy, possess and/or enjoy the said property and premises hereby conveyed with their appurtenances, and receive rent, issues and profit thereof and every part thereof for his own use and benefit without any suit, lawful eviction or interruption, claim or demand whatsoever from or by the Purchaser or its legal representatives.
- 16) The Purchaser shall abide by all the general terms and conditions of sale as well as of allotment letter and agreement to sell which shall be read and treated as part and parcel of these presents.
- 17) The purchaser shall be allowed only to install uniform size sign board (as decided by Seller) and only on the front portion of his shop/office space and the purchase shall not be allowed to put any of its sign board any other place in the complex/building or on façade of the building including shop/office space purchased by the purchaser.
- 18) The Seller reserves the right to use the external façade of the building (including external façade of sold shops/office/commercial space also) for advertisement purposes and its revenue shall accrue to Seller only.
- 19) That even after execution of agreement to sell and Sale deed in favour of the buyer, the Purchaser will continue to have as before the right to make additions, raise storey or put up additional structures as may be permitted by Development Authority, Municipal Corporation and other competent authorities as the terrace rights will remain with the Seller only and such additional structures and storey shall be the sole property of the Seller who will be entitled to dispose it off/use in any way it chooses without any interference on the part of the Purchaser by himself or with one or more or the rest of the Purchaser and Purchaser hereby consents to the same. The Seller shall be entitled to connect the electric, water, sanitary and drainage sources but at its own cost & expenses. The Purchaser hereby gives consent to the same and agrees that it shall not be entitled to raise any objection or claim of any reduction in the price of the space agreed to be sold to them and/or to any compensation or 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 the Seller only.

- 20) The Purchaser will not make or cause to be made unauthorized construction or if Purchaser make or cause to make any structural additions/alterations in the said space/premises or other part of the building the same cannot be done without written permission from the NBCC and the decision of the NBCC in this regard shall be final and binding upon the Purchaser and shall not be called in question in any proceedings ; in any case Purchaser still carries on such unauthorised construction without the consent of the seller then 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.
- 21) If any additions or alterations in or about or relating to said building are required to be carried out by the Government/ Municipal Corporation or any Statutory Authority or in pursuance to any Statutory requirement, the same shall be carried out by the Purchaser in Cooperation with the buyers of the other office/shopping spaces etc., in the same building 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 Delhi.
- 22) The common area including corridors, common passages, capital equipment like lifts, generators, the drive ways on ground floor and in basement etc. shall remain a common property and Purchaser shall not be allowed to encroach upon these areas.
- 23) 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 or terms and conditions envisaged in agreement to sell and of this deed.
- 24) The maintenance of the common areas complex including common services shall remain with the Seller for which cost will be charged from the Purchaser in advance for 2 years, pro-rata to the built up space allotted. A separate agreement on actual cost plus percentage basis will be executed for the same. Maintenance charges @ Rs. 10.00 per sq.ft. shall be applicable from the date of handing over of physical possession of 20% of the saleable area (whether shops or offices or both), till then only essential common services shall be made functional in the complex i.e. excluding backup power, Air Conditioning, etc. and no maintenance charges shall be collected/apportioned for this period. NBCC at its sole discretion may hand over the maintenance and operation of services to the society of space owners of the complex, however, till that time the maintenance shall be carried out by NBCC on cost plus percentage basis or as specified above.
- 25) The running and operation of common services such as lighting, lifts etc. shall be applicable for all the Purchasers and as controlled through as mentioned in maintenance agreement.
- 26) That after completion of every three years the maintenance charges shall be enhanced at the rate of 20% on last applicable charges shall be charged in advance on quarterly basis from the Purchaser.
- 27) The Purchaser hereby undertakes to make forthwith payment of the maintenance charges along with additional charges, if any, upon being presented with the demand thereof by the maintenance agency according to the general terms and conditions of sale, without any demur or delay. The Purchaser also undertakes to forthwith make payment of charges towards utilities like electricity and water, upon receiving the demand thereof without any demur or delay. The Purchaser acknowledges that in the event of it failing to make payment of the maintenance charges or the charges towards utilities within reasonable time, the maintenance agency shall have a right to have the said

property or part thereof, sold in the open market in order to recover the charges from the proceeds.

- 28) Any other charges pertaining to facilities other than specified herein which the Purchaser would like to avail, shall be paid for by the Purchaser as per actual along with Seller's Agency charges of **five Percent** & additional taxes etc as applicable at that time. However such facility shall be provided on the sole discretion of Seller and subject to feasibility.
- 29) It shall be NBCC's endeavour to handover maintenance of the complex to the elected body of occupants (herein after referred to "RWA"). NBCC can handover the maintenance to such RWA at any time as may be decided by the RWA. The Purchaser's will be required to give their consent for formation of RWA 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 NBCC shall not part with interest earned/accrued on the Maintenance charges received from Purchasers, with RWA.
- 30) That There shall be separate metering system to be provided by local electricity authorities and the Purchaser shall be responsible to take electric connection directly along with bearing the cost of obtaining such connection including payment of security, statutory deposits etc. In case, the electric connection is provided at one point by the local electricity authority then sub meters of required capacity shall be installed and the pro-rata expenses such as connection charges, payment of security deposits etc. shall be borne by the Purchaser. Charges on account of electricity consumed, as per Meter/sub-meter, by the Purchaser shall have to be borne by the Purchaser itself.
- 31) That in case of centralised billing, Seller shall raise the bill to the allottees in proportion to the electricity consumed by the Purchaser and the Purchaser shall have to deposit the same before the due date failing which the amount of bill shall attract a simple interest @ 15% per annum for the delayed period. The Purchaser shall also have to pay the cost of electric units supplied to the Purchaser's premises through DG system. The rates of such DG supply shall be worked out by the Seller based on the actual inputs in production and supply of power which shall also include the cost of man power, repairs, POL etc. Delay in release of maintenance charges or electricity bills or any other such charges may also lead to disconnection of power supply and other common services to be provided by the maintenance agency and same shall be without providing any relief (for the period of disconnection) in the maintenance and other charges.
- 32) That the Purchaser shall not have any exclusive right over the common areas and shall in no way encroach / block common spaces such as corridors, lobbies, open spaces etc. The Purchaser shall have undivided proportionate share in the common areas and facilities within the said Complex only. As the share of Purchaser in the common areas and facilities is undivided and cannot be separated, the Purchaser(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.
- 33) The Purchaser shall not be entitled to avail benefits of any future enhancement of FSI on the plot of the said Complex and the same shall devolve exclusively upon the Seller.
- 34) All betterment charges or development levies, if any, charged by Govt. or local authorities shall be borne by the allottees in proportion to the area purchased.
- 35) That the Purchaser undertakes and agrees that in case the Purchaser sells or transfer the said space/ premises, the subject matter of this deed, then all the terms of this deed, agreement to sell, separate maintenance agreement as well as other documents/agreements executed in respect of the said space/ premises, shall be binding on the incumbent. The said space/ premises can only be sold upon receiving the no objection certificate from the maintenance agency, which shall be issued provided all the

maintenance and electricity charges and all other charges have been paid as on the relevant date.

The Purchaser also undertakes to forthwith give its consent for the formation of an 'Association of Space Buyers' in the said NBCC Centre as provided in the general terms and conditions of sale.

- 36) That If the Purchaser does not get the present deed registered within the date notified, the cost and consequences of the same, including taxes/ penalties levied by any statutory authority will be to the account of the Purchaser(s). Purchaser will also be required to pay to the Seller documentation charges @ 0.05% of total sale price of the built-up space and parking space(s) before taking possession of the built-up space.
- 37) The Purchaser 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 present Deed of Transfer of their respective built-up space.
- 38) All costs, charges, taxes, cess surcharges and expenses incidental to and in relation to the sale including the cost of incidental to this Sale deed 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 Purchaser alone and the same shall be registered from the office of sub-registrar by the Purchaser alone.
- 39) In case of contradiction in any provision in the terms & conditions contained in the allotment letter, agreement to sell, present Sale deed or any other document etc. or non clarity on any issue, the same shall be solely decided by the Seller and decision of Seller in this regard shall be final & binding on Purchaser at all stages.
- 40) The courts at New Delhi alone shall have sole jurisdiction in all matters arising out of and/or concerning this deed.
- 41) That this Sale Deed has been executed in duplicate. The Seller will retain the duplicate copy and the original shall be retained by the Purchaser

#### THE SCHEDULE OF THE PROPERTY

All the piece and parcel of the immovable property comprising of Unit No. ....on ..... floor of the NBCC Commercial Complex Lucknow at Plot no.1/5 Sector 1 Vardan Khand Gombi Nagar extension Lucknow, and measuring about..... Sq. ft., along with .....nos. of open car parking slots and bounded in the layout plan as follows:

NORTH : Vacant Land Parcel  
EAST : Sector-1 Road  
SOUTH : LDA Apartments  
WEST : Gomti Nagar Extension Main Road

IN WITNESS WHEREOF the parties herein have affixed their respective signatures to this deed at ..... on this \_\_\_\_\_ day of \_\_\_\_\_ 2017 in presence of the witness:

<b>Witnesses:</b>		<b>Signed by</b> ..... <b>(Real Estate</b>
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		<b>Division) for and on behalf of NBCC Ltd. (Seller)</b>
<u>1.</u>		

		<b>Signed by _____ for and on behalf (Purchaser)</b>
<u>2.</u>		