



**IDEAL UNIQUE  
RESIDENCY**

AGREEMENT FOR

UNIT NO. \_\_\_\_\_

**BETWEEN**

**IDEAL UNIQUE REALTORS PRIVATE LIMITED**  
..... VENDOR

**AND**

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..... PURCHASER

**UTPAL MAJUMDAR**  
**ADVOCATE**  
7C, KIRAN SANKAR ROY ROAD  
KOLKATA 700 001

## AGREEMENT

**THIS AGREEMENT** is made on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ **BETWEEN IDEAL UNIQUE REALTORS PRIVATE LIMITED**, a Limited Company incorporated within the provisions of the Companies Act, 1956 having its registered office at 50, J. L. Nehru Road, Kolkata – 700071, hereinafter referred to as **VENDOR** (which expression shall unless excluded by or repugnant to the context be deemed to include its successors, successors-in-interest and assigns) of the One Part.

**AND**

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hereinafter referred to as "**PURCHASER**" (which expression shall unless excluded by or repugnant to the context be deemed to include its successors, successors-in-interest and assigns) of the Other Part.

**WHEREAS :**

1. **Devolution of Title:** The Vendor has represented to the Purchaser as follows :

By 3 registered Deeds of Conveyance as per details given hereunder, the Vendor has purchased Municipal Premises No. 162, Shri Aurabindo Sarani, P.S. Burtalla, Kolkata – 700 006 measuring about 83 (eighty three) Cottah (**1<sup>st</sup> Premises**) :

Deed No.	Date	Pages	Purchased from
2512/2007	20.12.2006	1 to 14	Amitava Sadhukhan
2510/2007	19.01.2007	1 to 19	Jagabandhu Sadhukhan & 5 Others
2511/2007	19.01.2007	1 to 14	Abhijit Samantaray & 7 Others

All the deeds are registered in the office of Additional Registrar of Assurances-I, Kolkata in Book No. I.

By 3 registered Deeds of Conveyance as per details given hereunder, the Vendor has purchased Municipal Premises No. 164, Shri Aurabindo Sarani, P.S. Burtalla, Kolkata – 700 006 measuring about 8 (eight) Cottah (**2<sup>nd</sup> Premises**):

Deed No.	Date	Pages	Purchased from
2513/2007	20.12.2006	1 to 11	Amitava Sadhukhan
2515/2007	19.01.2007	1 to 16	Jagabandhu Sadhukhan & 5 Others
2514/2007	19.01.2007	1 to 14	Abhijit Samantaray & 7 Others

All the deeds are registered in the office of Additional Registrar of Assurances-I, Kolkata in Book No. I.

Both the above mentioned Premises have been amalgamated in the record of the Kolkata Municipal Corporation and new Premises has been numbered as Premises No. 162, Shri Aurabindo Sarani, P.S. Burtalla, Kolkata – 700006 measuring about 91 (ninety one) Cottah showing therein the Vendor as recorded owner (hereinafter referred to as the **Said Premises**) and morefully described in 1<sup>st</sup> Schedule referred hereto.

The Vendor has obtained NOC for the area of 6086.95 (six thousand eighty six point nine five) Sq.mtrs. from the Office of the Competent Authority, Kolkata under the Urban Land (Ceiling & Regulation) Act, 1976.

Thus, under the facts and circumstances stated herein above the Vendor became the absolute owner of the Said Premises free from all encumbrances, liens, lispenses, attachments, charges of any nature whatsoever or howsoever and they are entitled to deal with, dispose of, develop the Said Premises or part thereof according to their sole discretion.

2. **Sanction of Plan :** With the intention of developing and commercially exploiting the Said Premises by constructing a residential cum commercial building (**New Building**) thereon and selling the residential flats / commercial spaces and other covered and open spaces therein (**Units**), the Vendor has got a building plan sanctioned by the Kolkata Municipal Corporation (**KMC**) vide Building Plan No. 2012020040 dated 27.12.2012 (**Sanctioned Plan**), which includes all sanctioned/permissible modifications made thereto, if any, from time to time.
3. **Scheme :** The Vendor has formulated a scheme to promote and develop the Said Premises and to sell several units to the prospective purchasers and has given the name of the said complex as **IDEAL UNIQUE RESIDENCY**.

**NOW IT IS HEREBY AGREED AND DECLARED AS FOLLOWS :-**

**1. SUBJECT MATTER OF THE AGREEMENT:**

- 1.1 The Purchaser after being fully satisfied with the title of the Vendor on the Said Premises and after verification of the Sanctioned Plan has approached the Vendor to purchase and acquire a residential flat / commercial space, morefully described in Part I of 5<sup>th</sup> Schedule and covered / open car parking spaces, morefully described in Part II of 5<sup>th</sup> Schedule in the **Building Complex** named **IDEAL UNIQUE RESIDENCY, TOGETHER WITH** proportionate undivided share and interest in the common areas and also **TOGETHER WITH** proportionate undivided share and interest in the land comprised in the Said Premises, easements, other rights and privileges hereinafter collectively referred to as the Said Unit and the Vendor at the request of the Purchaser and on being assured that the Purchaser will not raise any objection of any nature whatsoever or howsoever with regard to the title of the Vendor nor on construction in the Said Premises, has agreed to sell and transfer the Said Unit on the terms and conditions mentioned hereinafter.
- 1.2 The Vendor has agreed to allot to the Purchaser for purchase of the Said Unit at and for the consideration mentioned in Part-I of 6th Schedule hereto (**Sale Price**) to be paid by the Purchaser to the Vendor in the manner mentioned in Part-II of the 6th Schedule hereto.
- 1.3 The Parties hereby agree that on completion of construction if the measurement of the Said Unit increases/decreases from that mentioned in this Agreement, such increase/decrease shall be accepted by the Purchaser as final and binding. The Total Consideration (defined in Clause 1.4) shall increase/decrease, proportionately on the basis of such final measurement.
- 1.4 Upon payment of the Sale Price mentioned in paragraph 1.2 and Extras and Deposits as mentioned in paragraph 4.1, 4.2 and 4.3 herein (**Total Consideration**), the allotment of the Said Unit in favour of the Purchaser shall be completed, possession shall be delivered and the Vendor shall execute and register necessary Deed of Conveyance as per the draft to be prepared by the Vendor's Advocate.
- 1.5 The Purchaser hereby undertakes to make payment to the Vendor of all amount(s) mentioned herein as and when due and payable, punctually.

**2. TITLE AND PLANS:**

- 2.1 The Purchaser has examined and has fully satisfied himself/ herself/ themselves/itself about the title of the Vendor to the Said Premises and has/have agreed to and covenants not to raise any objection in regard thereto or make any requisition in connection therewith.
- 2.2 The Purchaser has also seen and inspected the Said Plan and has fully satisfied himself/herself/ themselves/itself about the validity thereof and agrees and covenants not to raise any objection with regard thereto or with regard to any further sanctionable addition(s), modification(s) or alternation(s) that the Vendor may have made or may make therein.

**3. MANNER OF COMPLETION:**

- 3.1 The Vendor shall construct, complete and make habitable subject to force majeure the Said Unit, morefully described in Part-I and Part-II of the 5th Schedule hereto and shall install and/or complete the Common Areas & Facilities more fully described in the 2nd Schedule hereto according to the Specifications more fully described in the 3rd Schedule hereto.

3.2 The Vendor shall allow the Purchaser to inspect the Said Unit at the time of construction during normal business hours provided however the Purchaser gives 48 hours prior notice in writing to the Vendor of such inspection.

**4. EXTRAS AND DEPOSITS:**

4.1 In addition to the Sale Price mentioned in Part I of the 6th Schedule hereto, the Purchaser shall also pay to the Vendor the following cost and charges:

- (a) Rs. 21,000/- (Rupees Twenty One Thousand ) per Unit towards legal fees plus applicable service tax, payable to the Vendor, who shall do all accounting with the legal advisors of the Vendor, wholly.
- (b) Increased costs due to any up-gradation of the Specifications described in the 3rd Schedule below or change of layout of the Said Unit. In this regard it is clarified that (1) the Purchaser can seek specific up-gradation or change of layout of the Said Unit only once, (2) the Vendor shall have absolute discretion in agreeing to such up-gradation or change of layout of the Said Unit, (3) written instruction for specific up-gradation or change of layout of the Said Unit shall have to be given by the Purchaser to the Vendor, (4) if acceptable, the Vendor shall signify consent to the proposed specific up-gradation or change of layout or part thereof of the Said Unit and give a cost estimate for the same, in writing and (5) immediately after the said consent and cost estimate, the Purchaser shall have to pay the estimated amount alongwith applicable service tax, failing which the instruction for up-gradation or change of layout of the Said Unit shall be deemed to have been perpetually withdrawn, waived and abandoned by the Purchaser.
- (c) Rs.2,000/- towards cost and expenses for formation of the Association (Maintenance Organisation) of the Unit Owners of the Said Complex, wholly.
- (d) Cost, expenses and deposit for obtaining electric meter for the Said Unit, wholly and for the Common Areas & Facilities, proportionately.
- (e) Cost for any new/additional facility and/or superior finish over and above those mentioned in the 2nd Schedule or the 3rd Schedule hereto to be provided by the Vendor in the New Building, proportionately.
- (f) Increase and/or escalation in the cost due to force majeure or for works lying stopped for more than 6 (Six) months, proportionately.
- (g) Sales Tax, Service Tax or any other tax or levy (excluding Income Tax) payable by the Vendor for transfer of the Said Unit to the Purchaser or on any other payment received from the Purchaser, wholly.

4.2 In addition to the Extras mentioned in paragraph 4.1, the Purchaser shall also pay/deposit with the Vendor the following sums for the purpose mentioned hereunder :

- (a) Cost of stamp duty, registration charges at actual alongwith miscellaneous expenses of Rs.10,000/- (Rupees Ten Thousand only) for each registration of document for effecting sale / transfer of the Said Unit in pursuance hereof.
- (b) Rs.20/- (Rupees Twenty only) per square feet towards Maintenance Deposit to be transferred to the Maintenance Organisation upon its formation.

- (c) Interest free advance of Rs.30/- (Rupees Thirty only) i.e. @ Rs.2.50 paise per square feet per month, for 12 (twelve) months plus the actual cost of diesel for the generator to provide power back up to the Said Unit and also the Common Areas & Facilities plus service tax towards proportionate share of Common Expenses (described in 4th Schedule below) to be incurred by the Vendor for the management and maintenance of Common Areas & Facilities for 12 months from the Date of Possession (**Advance Common Expenses**). The Advance Common Expenses shall (1) be utilized for meeting the Common Expenses for the said limited period of 12 (twelve) months only, (2) be a fixed payment after paying which the Purchaser shall have no further obligation to pay any other amount towards Common Expenses for the said period of 12 (twelve) months, (3) be utilized by the Vendor to meet all expenses towards Common Expenses, without obligation of any accounting and (4) be handed over by the Vendor to the Association, if the Association becomes operational before expiry of the said period of 12 (twelve) months **provided however** the Vendor shall handover only the balance remaining of the Advance Common Expenses to the Maintenance Organisation.
- 4.3 All taxes of any nature whatsoever and/or howsoever including duties, levies, surcharges, charges or fees (whether existing at present or that may be imposed or enhanced in future) under any statute rule or regulation in respect of the Said Premises and/or the Said Complex or the maintenance thereof, shall be borne and paid by the Purchaser proportionately or wholly as the case may be on demand being made by the Vendor, without raising any objection thereto.
- 5. TIME:**
- 5.1 The Vendor shall, endeavour to complete construction of the Said Unit and the Parking Space, if any, usable [(1) in bare condition and (2) as per the Specifications (the decision of the Architect in this regard being final and binding)], and deliver possession thereof within 28<sup>th</sup> February, 2016 **SUBJECT TO** the Purchaser's fulfilling and observing all the terms & conditions including those relating to the payment of Sale Price mentioned in paragraph 1.2 and Extras and Deposits mentioned in the paragraph 4.1, 4.2 and 4.3 herein. **PROVIDED HOWEVER** that the Vendor shall be entitled to extend the completion date by a grace period of 12 (twelve) months.
- 5.2 The aforesaid time of completion shall stand extended if the same is delayed due to any force majeure.
- 6. POSSESSION:**
- 6.1 Before possession is offered the Vendor shall make timely and necessary application(s) to the concerned authorities and/or bodies and shall:
- (a) Obtain completion certificate from the Architect certifying that the Unit is fit for occupancy and for taking possession.
  - (b) Apply for Occupancy Certificate from the Kolkata Municipal Corporation.
  - (c) Obtain water, drainage, sewerage, electric and other essential services connected to the Said Unit.
- 6.2 It is however agreed by and between the parties hereto, that the Vendor shall not be responsible or accountable or to be held liable for any delay in approving and/or processing of above mentioned application(s) by the concerned authorities and such delays shall not form part of (or included in) the time limit set out in Clause 5.1.

- 6.3 The Purchaser shall unless he/she/they/it takes possession earlier be deemed to have taken possession of the Said Unit upon expiry of 15 (Fifteen) days from the date of notice for delivery of possession by the Vendor to the Purchaser, hereinafter called the Date of Possession, irrespective of when the Purchaser takes actual physical possession of the Said Unit. **PROVIDED THAT** such notice for possession shall be issued by the Vendor to the Purchaser after complying with its obligations in terms of this Agreement.
- 6.4 The Purchaser agrees to take possession of the Said Unit notwithstanding completion of all Common Areas & Facilities in the said New Building. The moment the Unit of the Purchaser shall be habitable for use, the same shall be deemed to have been ready for possession irrespective of whether all the Common Areas & Facilities are complete or not.
- 6.5 At the request of the Purchaser, the Vendor may at its option and subject to such conditions as it may deem fit, allow the Purchaser to have temporary access to the Said Unit for interiors and furniture works at its own costs **PROVIDED THAT** the Purchaser has made full payment of the Sale Price, Extras and Deposits and has also completed the registration of the Said Unit. The Purchaser shall complete the interiors and furniture works without disturbing or causing inconvenience to the Vendor or purchasers / occupants of other Units and without making any change in the structure and construction of the Said Unit. During such period the Vendor shall continue to be in possession of the Said Unit and the Purchaser shall only have a revocable and temporary license to have access to the Said Unit for the aforesaid limited purpose and shall not be entitled to actually occupy, use or enjoy the Said Unit, till possession is given by the Vendor by issuing the notice of possession. Cost incurred towards electricity and cleaning charges on this account shall be reimbursed by the Purchaser to the Vendor.

## 7. DOCUMENTS RELATING TO TRANSFER:

- 7.1 Simultaneously with the Purchaser making payment of the Total Consideration and all other amounts due and payable under this Agreement, the Vendor shall execute and register the Deed of Conveyance and other documents for completing the sale and/or transfer of the Said Unit in favour of the Purchaser. **PROVIDED HOWEVER**, simultaneously with **offering of** the delivery of possession of the Said Unit to the Purchaser, the possession of the undivided proportionate share in the Building Complex comprised in the Said Premises and all the rights and properties appurtenant to the Said Unit shall be deemed to have been delivered to the Purchaser and the sale thereof shall be deemed to have been completed on that date.

## 8. PURCHASER'S OBLIGATION:

- 8.1 It shall be obligation of the Purchaser to :
- (a) Make payment to the Vendor of all amounts as and when due and payable under this Agreement.
  - (b) Not to do or cause to be done any act, deed or thing by virtue of which the construction at the Said Premises or of the Said Unit is hampered, obstructed, delayed or stopped.
- 8.2 As from the Date of Possession the Purchaser covenants:
- (a) To co-operate with the Vendor in the management and maintenance of the Building Complex constructed in the Said Premises and formation of the Association hereinafter referred to as Maintenance Organisation and the Purchaser and other Co owners of all the Units in the Building Complex shall become members of such Maintenance Organisation and undertake to pay their share(s) of deposits, subscription and such fees and charges as may be levied and decided by the Vendor and/or the Maintenance Organisation including maintenance charge regularly and on time.

- (b) To observe the Rules and Regulations framed from time to time either by the Vendor or by the Maintenance Organisation for the common purpose.
- (c) On prior notice to allow the Vendor with or without the workmen to enter into the Said Unit for completion, repairs and for the common purpose.
- (d) To pay and bear the Common Expenses more fully described in the 4th Schedule hereto, electricity and other utility charges and outgoings for the Said Unit, wholly and for the Common Areas & Facilities, proportionately.
- (e) To pay and bear the municipal rates, taxes, levies and other outgoings relating to the Common Areas & Facilities, proportionately and relating to the said Unit wholly.
- (f) Not to let out or part with possession of the Said Unit before giving prior intimation in writing to the Vendor or the Maintenance Organisation of the full particulars of the intended occupant and rent and all other charges and benefits receivable by the Purchaser in respect of the Said Unit (to the extent necessary for assessment of the liability for rates, taxes and other impositions) until separate assessment of the Said Unit (for the purpose of municipal tax) has been done in the name of the Purchaser.
- (g) Not to use the Said Unit or permit the same to be used for any illegal or immoral purpose.
- (h) The exterior of the Said Unit shall not be decorated or redecorated otherwise than in the manner agreed to with the Vendor in writing and in accordance with the general scheme of the new building(s).
- (i) No external wireless or television antenna shall be erected in locations other than the one specified by the Vendor or the Maintenance Organisation.
- (j) Not to sub-divide the Said Unit and/or the car parking space.
- (k) To use the car parking space(s) only for the purpose of parking of the cars and not to use the same for any other purpose whatsoever.
- (l) Not to place or store in the Common Areas or in the common corridors any goods or things whatsoever nor erect any cupboard **nor create any obstruction** etc.
- (m) Not to bring or permit to remain upon the Said Unit any machinery, goods or other articles which shall or may strain or damage any part of the Common Areas or the New Building.
- (n) Not to shift or obstruct any windows nor put any extra / box grills.
- (o) Not to do or permit any opening, structural change or change in elevation without the consent in writing of the Vendor or the Maintenance Organisation.
- (p) Not to throw any rubbish save to such extent and at such place or places as be permitted and specified by the Vendor or the Maintenance Organisation.
- (q) Not to do anything whereby the other unit owners or the co-purchasers or the co-transferees are obstructed in or prevented from enjoying their respective units, quietly and exclusively.
- (r) Not to claim any right over the space(s) earmarked and/or reserved by the Vendor for open car parking space(s) or for any other common or exclusive purpose.



- (s) To keep the Said Unit in good state of repairs and condition and to carry out necessary repairs or replacements as and when required.
  - (t) Not to put any articles including nameplate and letter box save at the place approved or provided therefore by the Vendor and/or the Maintenance Organisation.
  - (u) Not to bring nor store in the Said Unit any article or substances of combustible inflammable or dangerous nature and to comply with all recommendations of the fire authority as to fire precautions.
  - (v) Not to discharge into any serving pipe, any oil grease or other material or substances which might be or become a source of danger or injury to the drainage system of the Said Unit in the Building Complex of the Said Premises or any part thereof.
  - (w) To observe such other covenants as be deemed reasonable.
  - (x) Not to install any additional air conditioner in the Said Unit, other than the ones installed by the Vendor.
  - (y) Not to shift or change the location of the air conditioner(s), installed by the Vendor under any circumstances, without the previous written consent of the Vendor/Management Organization
  - (z) To install the exhaust fan only at the place earmarked by the Vendor and not to shift or change the location marked for the exhaust fan(s) by the Vendor under any circumstances, without the previous written consent of the Vendor/Management Organization.
  - (aa) Not to make any hole either to the beams or to the pillars nor put any weight/load on the beams and pillars.
- 8.3 The Purchaser shall pay the Advance Common Expenses as mentioned in clause 4.2(c) to the Vendor who shall maintain the Building Complex either directly or through the Maintenance Agency for a limited period of 12 (twelve) months from the Date of Possession.
- 8.4 Within one year from the Date of Possession , the Vendor will take steps for formation of the association which shall mean the Syndicate, Committee, Body, Society, Company or Association (hereinafter referred to as the “**Maintenance Organization**”) of the Unit owners in the New Building. The Maintenance Organization shall appoint a managing committee to look after the maintenance of the Said Complex.
- 8.5 The Purchaser shall pay punctually and regularly the Common Expenses from the Date of Possession to the Vendor/Maintenance Organisation based on the area of the Said Unit till such time the Maintenance Organisation is formed by the Vendor. The Vendor shall manage and maintain the Building Complex for which service, the Purchaser shall pay to the Vendor Advance Common Expenses as mentioned in Clause \_4.2(c).
- 8.6 At or before the Date of Possession, the Purchaser shall pay the Sale Price as mentioned in Part I of the 6th Schedule and also pay the Extras and Deposits as mentioned in paragraph 4.1, 4.2 and 4.3 herein to the Vendor and until payment of the said Total Consideration is made by the Purchaser, the Vendor shall not be liable to deliver possession of the Said Unit to the Purchaser.
- 8.7 The amounts of deposit(s) as mentioned in the paragraph 4.1 and 4.2 herein shall not carry any interest and shall be utilised for the purpose for which the deposit is taken by the Vendor. After the formation of the Maintenance Organisation, the Vendor shall transfer the amount of Maintenance Deposit.

8.8 The Purchaser shall pay the Common Expenses more fully described in the 4th Schedule, electricity charges, municipal taxes, multi storied building and other taxes and all other outgoings relating to the Building and/or the Said Unit regularly, punctually and within the time to be specified by the Vendor and/or the Maintenance Organisation. In case the Purchaser fails and/or neglects to pay then the Purchaser shall be liable to pay interest @ 2% per month on the outstanding sum(s) to be calculated from the expiry of the date it becomes due and payable to the date of actual payment and at the discretion of the Vendor/Maintenance Organisation, the Purchaser shall not be entitled to use all such Common Areas & Facilities until and unless all the dues inclusive of interest have been paid.

**9. DEFAULTS:**

9.1 In the event the Purchaser fails to make timely payment and/or neglects to perform any of the covenants mentioned in this Agreement, this Agreement shall stand cancel and/or rescinded at the option of the Vendor and the Vendor shall refund the amount paid by the Purchaser after deducting 10% of the amount received from the Purchaser or Rs.50,000/- (Rupees fifty thousand only) whichever is higher within 45 (forty five) days from the date of notice of termination and the Vendor shall have the right to deal with and/or dispose of the Said Unit in any manner whatsoever WITHOUT ANY OBSTRUCTION OR HINDRANCE FROM THE PURCHASER. In the event the Vendor condones the cancellation of this Agreement due to delay in payment, the Purchaser shall be liable to pay interest @ 1.25% per month on the amount due, from the date it becomes due till the date of actual payment. However, it is made absolutely clear that the right of condonation is exclusively vested in the Vendor.

9.2 In case the Vendor, fails to give possession of the Said Unit within the extended period specified hereinbefore for reasons otherwise than the Force Majeure and other provisions mentioned herein the Purchaser may opt for cancellation of this Agreement and in such case the Vendor shall refund all amounts received from the Purchaser with simple interest @ 15 % per annum, within 6 (six) months. However it is agreed that in the event, the Purchaser does not opt for cancellation, the Vendor shall not be liable to pay any interest.

9.3 The Purchaser shall not be entitled to cancel this agreement under any circumstances without the consent and concurrence of the Vendor.

**11. MISCELLANEOUS:**

11.1 The name of the Building Complex in the Said Premises shall be **IDEAL UNIQUE RESIDENCY** and such name shall not be changed at any time.

11.2 The open areas in the Building Complex in the Said Premises (including all car parking spaces) not required for ingress to or egress from the Said Unit and/or the areas which do not form part of the Common Areas will be the exclusive property of the Vendor with absolute right to sell, transfer and/or otherwise deal and dispose of the same or any part thereof.

11.3 If the Purchaser is a resident outside India, then it shall be the Purchaser's sole obligation and liability to comply with the provisions of all applicable laws including Foreign Exchange Management Act, 1999 (FEMA) and all other necessary requirements, rules, regulations, guidelines, etc. of the government or any other authority from time to time, including those pertaining to remittance of payment for acquisition of immovable properties in India. The Purchaser shall also furnish the required declaration/documents to the Vendor on the prescribed format, if necessary. All refunds, if any, to Non-Resident Indians (NRI) and foreign citizens of Indian origin, shall however, be made in Indian Rupees.

11.4 The Vendor shall be entitled to take loans and/or financial assistance for the purpose of implementation and execution of the Project. For obtaining such loans and/or financial assistance from Banks/

Financial Institutions/Housing Finance Companies or corporate bodies, the Vendor shall be entitled to create charge and/or mortgage in respect of the Said Premises in favour of the Banks/Financial Institutions/Housing Finance Companies or corporate bodies granting such loans. However, on or before the execution of the Deed of Conveyance in respect of the Said Unit, a release/no objection/clearance shall be obtained by the Vendor from such concerned Banks/Financial Institutions/Housing Finance Companies or corporate bodies, if any, regarding transfer of the Said Unit.

- 11.5 The Purchaser shall be entitled to take housing loans for the purpose of acquiring Units in the Building Complex from banks, institutions and entities granting such loans provided that such loans are in accordance with and subject to this Agreement. The Vendor shall, if required by the Purchaser, render co-operation for obtaining such housing loans.
- 11.6 The Vendor shall be entitled at all times to install, display and maintain its name and/or logo on the roofs of the Buildings and/or other areas in the Building Complex and/or the Said Premises by putting up hoardings, display signs, neon-signs, lighted displays etc. without being required to pay any charges for the same and neither the Unit Owners nor the Maintenance Organisation nor any other entity shall be entitled to object or to hinder the same in any manner whatsoever.
- 11.7 Notwithstanding what has been contained in this Agreement anywhere, the Purchaser's right, title and interest is confined to the Said Unit absolutely with a free right to ingress to and egress from the Said Unit and further right on the undivided proportionate impartible share in the land ***beneath the Building Complex*** as shown in the annexed Plan without having any right on any future sanction that may be given in the Said Premises by the Kolkata Municipal Corporation, whether on the existing buildings or otherwise.
- 11.8 The Purchaser hereby confirms, assures and affirms that he/she/they/it will not put any obstruction of any nature whatsoever or howsoever on the construction that may be made by the Vendor in case further sanction is given by the Kolkata Municipal Corporation in the Said Premises nor on sale of these additional areas to third parties. The Purchaser is neither entitled to nor eligible in any manner whatsoever to any right or interest in or on any subsequent sanction that may be given by the Kolkata Municipal Corporation in the Said Premises and constructions to be made thereon. The Vendor shall have the exclusive right over all further constructions on the basis of any such further sanction by the Kolkata Municipal Corporation.
- 11.9 Before the execution and registration of the conveyance deed for the Said Unit, the Purchaser may transfer/ nominate / assign his/her/their/its rights under this Agreement in favour of any third party with the prior written consent of the Vendor and the Vendor may allow such nomination only if all the following conditions are complied with :
- (a) A minimum period of 1 (one) year has passed from the date of booking;
  - (b) The Purchaser has observed / complied with all the covenants and undertakings mentioned in this Agreement;
  - (c) The Vendor shall accept the nomination only if the nominee/assignee agrees to observe all the terms and conditions of this Agreement and a Tripartite Nomination Agreement is executed between the Vendor, Purchaser and the Nominee;
  - (d) The Purchaser makes payment of all dues including interest, if any to the Vendor in terms of this Agreement up to the time of nomination;
  - (e) The Purchaser or nominee/assignee pays the sum calculated @ Rs.50/- (Rupees only) per square feet as and by way of nomination fees plus applicable Service Tax, if any to the Vendor.

- 11.10 Sri Utpal Majumdar, Advocate of 7C, Kiran Shankar Roy Road, Kolkata - 700001 shall act as the Project Advocate and all documents of every nature whatsoever or howsoever relating to and touching with the Said Unit, Building Complex and/or the Said Premises shall be drafted and finalised by him..
- 11.11 In all matters relating to construction, measurement and specification, decision of the Architect shall be final and binding on the parties.
- 11.12 Car Parking Space(s), if not earlier identified for the unit holders, shall be identified before handing over possession of the Said Unit and decision of the Vendor in the matter of identification of individual Car Parking Space shall be treated as final and the Purchaser shall not raise any dispute with regard to such identification or allotment.
- 11.13 Natural materials like marble, granite, wood, sandstone etc. contain veins with inherent structural differences, as a result of which colour and marking caused by their mineral complex composition, cracks, inherent impurities are likely to occur. While the Vendor shall take every care to ensure construction and completion of the Said Unit as per specifications mentioned herein, the Vendor shall not be responsible or accountable for cracks, discolouring or deterioration in the quality of such natural materials.
- 11.14 The Sale Price, Extras and Deposits and all other charges (including transfer charges/ nomination fees) shall be payable by the Purchaser to the Vendor on super built up area of the Said Unit and the built up area of the Said Unit will be 27% (Twenty Seven per cent) less than the super built up area.

**12. FORCE MAJEURE:**

- 12.1 Force majeure shall include any flood, earthquake, storm, tempest, war, civil commotion, riots, change in any Governmental/Statutory Notifications, Acts of God and/or any order/stipulations of the courts/statutory or local authorities and/or any prohibition order from any court of law or statutory authorities to which the parties have no control **AND THE MATTERS TO WHICH THE VENDOR HAS NO DIRECT CONTROL**. In such an event neither party shall have any claim on the other for the delay on account of such force majeure.
- 12.2 In case there be delay in the Vendor's fulfilling its obligations for **ANY MATTER TO WHICH THE VENDOR HAS NO DIRECT CONTROL**, the Purchaser shall not have any claim on the Vendor, for the period of delay on account of such force majeure.

**13. WAIVER:**

- 13.1 The failure with or without intent of any party hereto to insist upon the performance by the other of any terms and/or provisions of this Agreement in strict conformity with the literal requirements hereof shall not be treated or deemed to constitute a modification of any of the terms and/or provisions hereof nor shall such failure or election be deemed to constitute a waiver of the right of such party at any time thereafter to insist upon performance by the other strictly in accordance with any of the terms and/or provisions of this Agreement.

**14. NOTICES:**

- 14.1 All notices to be served hereunder by any one of the parties on the other party by registered post with acknowledgement due card and/or under certificate of posting and/or courier services shall be deemed to have been served at the address of the other party mentioned hereinabove or

hereafter notified in writing, irrespective of any change of address or return of the cover sent by registered post without the same being served. Similarly, any notice to be served through fax shall also be treated as validly served if the fax number of the concerned party is correct. None of the parties shall raise any objection as to service of notices served as aforesaid.

**15. ARBITRATION:**

15.1 The parties raising disputes shall serve a notice to the other party at the address mentioned herein or to its last known address detailing therein the grievances and/or differences and within 15(fifteen) days of receiving such notice, there would be a joint meeting between the parties for amicable settlement of the disputes and/or amelioration of the grievances of the concerned party. In case the disputes cannot be settled in the said meeting or within any mutually extended time then either party could take recourse to arbitration proceedings as mentioned herein below.

15.2 All disputes and differences between the parties hereto with regard to interpretation of this Agreement and/or for implementation and/or in any way relating to or in any manner arising in pursuance thereof shall be referred to the arbitration of Sri Utpal Majumdar, Advocate of 7C, Kiran Shanker Roy Road, Kolkata 700001 or in case of his inability for any reason whatsoever any other person to be nominated by the Vendor and the said arbitration will be governed by The Arbitration And Conciliation Act, 1996 and any amendment thereof. The parties shall accept the award passed by the Arbitrator.

**16. MODIFICATION OF THE AGREEMENT:**

16.1 No amendment or change hereof or addition hereto shall be effective or binding on either of the parties hereto unless set forth in writing and executed by the duly authorized representatives of each of the parties hereto.

16.2 Any matter which may come up at any time during the subsistence of this Agreement but not covered herein shall be decided mutually and in case the same cannot be decided mutually then the decision of the Advocate of the Vendor in such matters shall be binding upon the parties.

**17. JURISDICTION:**

17.1 Only the courts having territorial jurisdiction over the Said **Premises** and the **Calcutta High Court** shall have the jurisdiction in all matters relating to and/or emanating out of this Agreement.

**THE 1<sup>ST</sup> SCHEDULE**

**(THE SAID PREMISES)**

**ALL THAT** Premises No. 162, Shri Aurabindo Sarani, Kolkata – 700006 admeasuring an area of 91 cottahs more or less within Ward No. 11 of Kolkata Municipal Corporation (KMC), Police Station Burtalla, as delineated on Plan-A annexed hereto and bordered in colour RED and butted and bounded as follows:

North	Shri Arabinda Sarani
South	7, Manmohan Bose Street / Bhaluk Para Basti / Madhav Das Lane.
East	156/2, Acharya Prafulla Chandra Road/Hari Saha Market.
West	Manmohan Bose Street.

## THE 2ND SCHEDULE

### (COMMON AREAS & FACILITIES)

#### Common Areas & Facilities as are common between the co-owners of the New Building:

- (a) Open and/or covered paths, boundary wall and decorative gates, passages, lobbies, staircases and landings for ingress and egress to and from the said Unit or the Building Complex
- (b) Stair head room, caretaker room and electric meter room.
- (c) Lift machine room, chute and lift well
- (d) Common installations on the roof above the top floor
- (e) Common staff toilet in the ground floor
- (f) Ultimate/Top roof above the top floor
- (g) Overhead water tank, water pipes, sewerage pipes (save those inside any Unit).
- (h) Drains, sewerage pits and pipes (save those inside any Unit).
- (i) Electrical Installations including wiring and accessories (save those inside any Unit) for receiving electricity from Electricity Supply Agency to all the Units in the building and common portions within the Building Complex
- (j) Wiring and accessories for providing stand-by power to all the Units and Common Areas within the Building Complex
- (k) Lift and lift machinery.
- (l) Fire fighting equipment and accessories as required under law.
- (m) Space for Banquet Hall and Banquet Lawn
- (n) Gym
- (o) Landscaped area on the ground floor of the New Building
- (p) Childrens' play area
- (q) Space for visitors' car park.
- (r) Pumps and motors for water supply system for the Building Complex
- (s) Intercom facility in each Unit connected to the main gate.
- (t) Other areas and installations and/or equipment and facilities as may be provided by the Vendor in the Building Complex for common use and enjoyment.

It is expressly made clear that the space reserved for the open car parking spaces allotted to some Unit owners or the spaces reserved or alienated to any third party shall not form part of the Common Areas & Facilities under any circumstance.

## THE 3RD SCHEDULE

### ( SPECIFICATIONS )

#### SUPERSTRUCTURE :

- I RCC structure

#### WALLS :

- I Plaster of Paris (interior)
- I Attractive external finish.

**WINDOWS :**

- | Aluminium windows with grill.

**DOORS :**

- | Flush doors with Accessories.

**KITCHEN :**

- | Tiles flooring with granite top platform.

**TOILETS :**

- | Concealed plumbing system using standard materials.
- | Ceramic sanitary ware with C.P. fittings.
- | Tiles flooring and ceramics tiles on walls.

**FLOORING :**

- | Vitrified tiles in the living rooms
- | Marble/Tiles/Stones in all Common Areas including the stairs.
- | Tiles/Laminates in the bed rooms.

**ELECTRICALS :**

- | PVC conduit pipes with copper wiring.
- | 15 and 5 Amp points in the living room, dining room, bed rooms, bath rooms and kitchen.
- | Telephone point in the living room and all bed rooms.
- | TV point in the living room and all bed rooms.

**WATER SUPPLY /SEWERAGE SYSTEM :**

- | 24 hours water supply.
- | Sewerage/Drainage system from the Building Complex to the main sewerage system.

**AIR CONDITIONING**

- | In Living/Dining Room and all bedrooms

**4TH SCHEDULE  
(COMMON EXPENSES)**

**1. MAINTENANCE :**

All costs and expenses of maintaining, insuring, painting, decorating, repairing, replacing, redecorating, rebuilding, lighting and renovating the Common Areas & Facilities including all exterior and interior walls (but not inside any Unit) and in particular the roof to the extent of leakage from the upper floors.

**2. OPERATIONAL:**

All expenses (including licence fees, taxes and levies, if any) for running and operating all machineries, equipments and installations comprised in the Common Areas & Facilities including transformer, generator, lift, water pump and light etc. and also the costs of repairing renovating and replacing the same.

**3. STAFF:**

The salaries and all other expenses of the staff to be employed for the common purposes viz. manager, caretaker, security personnel and other maintenance persons including their bonus, other emoluments, benefits and statutory dues, if any.

**4. TAXES & LEVIES :**

Municipal rates, taxes and levies and all other outgoings for the Common Areas & Facilities for the Building Complex **SAVE** the taxes determined and payable by the Unit Owners for their respective Units upon separate assessment.

**6. MAINTENANCE ORGANISATION:**

Establishment and all other expenses of the Maintenance Organisation or any agency looking after the Common Areas & Facilities.

**7. RESERVES:**

Creation of funds for replacement, renovation and/or other periodic expenses.

**8. FACILITIES:**

All costs and expenses incurred for the installation, maintenance, upkeep, insurance and running of the facilities as more fully described in the 2<sup>nd</sup> Schedule.

**9. OTHERS:**

All other expenses and/or outgoings as may be determined by the Vendor/ Maintenance Organisation for the common purposes.

**5TH SCHEDULE**

**PART -I**

**(SAID UNIT)**

Unit No. \_\_\_\_\_, \_\_\_\_\_ floor, built-up area approximately \_\_\_\_\_ ( \_\_\_\_\_ ) square feet, comprised in the Building Complex named **IDEAL UNIQUE RESIDENCY** delineated on **Plan B** annexed hereto and bordered in colour **Red** thereon, forming part of the Building Complex named **Ideal Unique Residency**, delineated on **Plan A** annexed hereto and bordered in colour **Red** thereon.

**PART-II**

**(CAR PARKING SPACE)**

\_\_\_\_\_ ( \_\_\_\_\_ ) covered car parking space nos. \_\_\_\_\_ in the basement/ground floor and / or \_\_\_\_\_ ( \_\_\_\_\_ ) open car parking space nos. \_\_\_\_\_ ( \_\_\_\_\_ ) in the open areas in the Said Premises for parking of medium sized motor car/s, delineated on the **Plan C** annexed hereto and bordered in colour **Red** thereon.

**6TH SCHEDULE**

**PART-I**

**(SALE PRICE)**

The Consideration for sale of the Said Unit is as below :

<b>Particulars</b>	<b>Price</b>	<b>Service Tax</b>	<b>Total Price</b>
Basic Price of The Unit			
Car Park : Covered			
Car Park : Basement			
Car Park : Open			
PLC+HE			
<b>TOTAL</b>			

(Rupees \_\_\_\_\_ )



**PART – II**  
**(MODE OF PAYMENT OF THE SALE PRICE)**

1. At or before the execution hereof	Rs. _____
2. Within _____	Rs. _____
3. Within _____	Rs. _____
4. Within _____	Rs. _____
5. Within _____	Rs. _____
6. Within _____	Rs. _____
7. Within _____	Rs. _____
8. Within _____	Rs. _____
9. On or before the Possession of the Said Unit	Rs. _____
 Total	 Rs. _____ =====

(Rupees \_\_\_\_\_  
\_\_\_\_\_ )

**IN WITNESS WHEREOF** the parties hereto set and subscribed their respective hands and seal on the day month and year first above written.

**SIGNED SEALED AND DELIVERED**

by the **SELLER** at Kolkata in the presence of :

1.

2.

**SIGNED SEALED AND DELIVERED**

by the **PURCHASER** at Kolkata in the presence of :

1.

2.