



AGREEMENT FOR
UNIT NO. _____

BETWEEN

IDEAL REAL ESTATES PRIVATE LIMITED
..... SELLER

AND

..... PURCHASER

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

AGREEMENT

THIS AGREEMENT is made on this _____ day of _____, 20____
BETWEEN IDEAL REAL ESTATES 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 “**SELLER**” (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

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 Seller has represented to the Purchaser that by virtue of the events and in the circumstances mentioned below, the Seller is fully entitled to own the Municipal Premises No. 456, G.T. Road (S), P.S. Shibpur, Howrah – 711102 within Ward No. 36 of Howrah Municipal Corporation (**Said Premises**), free from all encumbrances, liens, lispence, attachments, charges in any manner whatsoever or howsoever:

- (a) **Premises No.** 456, G. T. Road (S), Shibpur, Howrah previously known as 47 + 48/1, Raj Narayan Roy Chowdhury Ghat Road (Third Premises) and 456, G. T. Road(S), Shibpur, Howrah (**Second Premises**) is measuring an area of 14 *bighas* 0 *cottahs* 0 *chittaks* and 25 sq. ft. (approx.).
- (b) **Sale** : Fort William Industries Ltd. by a registered Deed of Conveyance dated 16.12.1997 sold, transferred and conveyed the aforesaid premises to Vijai Shree Ltd., the present Seller having its registered office at 47 & 48, Raj Narayan Roy Chowdhury Ghat Road, Shibpur, Howrah-711 102 (**First Premises**) in terms of the order of Board for Industrial and Financial Reconstruction dated 5th November, 1989 pertaining to Case No. 107/1987 in regard to Fort William Co. Ltd.
- (c) **Corporation Record** : The aforesaid First Premises and Second Premises were recorded in the name of Vijai Shree Ltd. Thereafter in view of the order passed in Company Petition No. 566 of 2001, Company Application No. 458 of 2001 by the Calcutta High Court a part of the First Premises measuring 16,598.11 sq.mtr. duly demarcated was transferred in the name of Tutul Ice Plant Pvt. Ltd. and the name of the said Tutul Ice Plant Pvt. Ltd. was mutated in the record of the Howrah Municipal Corporation and the Howrah Municipal Corporation recorded the portion transferred to Tutul Ice Plant Pvt. Ltd. in the record as 47 + 48/1, Raj Narayan Roy Chowdhury Ghat Road, Shibpur, Howrah (Third Premises).
- (d) **Transfer of Second Premises** : The Second Premises and remaining part of the First Premises stood recorded in the name of Vijai Shree Ltd. in the record of Howrah Municipal Corporation as Owner. By a Registered Deed of Conveyance dated 19th January, 2009 Vijai Shree Ltd. sold, transferred and/or conveyed the said Second Premises measuring about 2133.2627 sq. mtr. to the said Tutul Ice Plant Pvt. Ltd. and the said Tutul Ice Plant Pvt. Ltd. applied for mutation and amalgamation of the said Second Premises with the said Third Premises i.e. No. 47 + 48/1, Raj Narayan Roy Chowdhury Ghat Road.
- (e) **Transfer by Court Order** : While the said mutation and amalgamation petition was pending, by the order dated 20th May, 2009 passed in C. P. No. 119 of 2009 and Company Application No. 194 of 2009 by the High Court at Calcutta, the aforesaid two premises (47 + 48/1, Raj Narayan Roy Chowdhury Ghat Road measuring 16,598.11 sq. mtr. and 456, G. T. Road (S), Shibpur, Howrah measuring about 2133.2627 sq. mtr.) again stood transferred to Vijai Shree Ltd.
- (f) **Recording of Amalgamation at HMC** : Under the circumstances, Vijai Shree Ltd. intimated about such re-transfer of the property in its name to the Howrah Municipal Corporation and requested them to effect mutation and amalgamation of the premises No. 47 + 48/1, Raj Narayan Roy Chowdhury Ghat Road, Howrah (Third Premises) and 456, G. T. Road (S), Shibpur, Howrah (Second Premises) (which was transferred to Tutul Ice Plant Pvt. Ltd. and which was re-transferred to Vijay Shree Limited in view of the aforesaid High Court order) in its own name and Howrah Municipal Corporation mutated and amalgamated the previously mentioned Second Premises and Third Premises entirely in the name of

Vijai Shree Ltd. and has awarded the new premises no. being premises number 456, G. T. Road (South), Shibpur, Howrah hereinafter referred to as the "**Said Premises**" admeasuring 14 *bighas* 0 *cottahs* 0 *chittaks* and 25 sq. ft. (approx).

- (g) **Ownership of Vijai Shree Ltd.:** Thus under the facts and circumstances stated hereinabove, Vijai Shree Ltd. 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.
- (h) **Sale to the Seller:** By a registered Agreement for Sale dated 21st October, 2009, the said Vijai Shree Ltd. agreed to sell, transfer and convey the Said Premises together with the benefit of the Building Plan and all other permissions, NOCs, clearances and appurtenances absolutely to the Seller herein, free from all encumbrances, liens, lispenses, attachments, charges of any nature whatsoever or howsoever and in view of this the Seller herein has become fully entitled to become the absolute Owner of the said Premises by registering a Conveyance Deed, draft of which has been approved by said Vijai Shree Ltd. and is also entitled to commence construction and enter into this Agreement for booking of the flats / constructed areas / the Said Unit.
2. **SANCTION OF PLAN:** With the intention of developing and commercially exploiting the Said Premises by constructing a residential complex (**Said Complex**) thereon and selling the flats and other covered and open spaces therein (**Units**), the Seller has got a building plan sanctioned by the Howrah Municipal Corporation (**HMC**) vide Building Plan No. 107/11-12 dated 13.07.2012 (**Sanctioned Plan**, which includes all sanctioned/permissible modifications made thereto, if any, from time to time).
3. **SCHEME:** In view of above, the Seller has formulated a scheme and is fully entitled to enter into this agreement for sale of Units in the Said Complex.

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 Seller on the Said Premises and after verification of the Sanctioned Plan has approached the Seller to purchase and acquire a residential flat, being Unit No. _____ on the _____ Floor, in Block No. _____, named _____ (Said Block) and _____ (_____) covered car parking space no. _____ in the basement / ground floor and/or _____ (_____) open car parking space no. _____ in the open area of the Said Complex, morefully described in Part-I and Par-II of the 5th Schedule hereto **TOGETHER WITH** proportionate undivided share and interest in the **land beneath the Said Block** and further **TOGETHER WITH** proportionate undivided share and interest in the common areas, easements, other rights and privileges hereinafter collectively referred to as the Said Unit and the Seller 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 Seller on the Said Premises, the Seller has agreed to sell and transfer the Said Unit on the terms and conditions mentioned hereinafter.
- 1.2 The Seller 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 Seller 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 1.3) shall increase/decrease 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 Seller shall execute and register necessary Deed of Conveyance as per draft to be prepared by the Seller's Advocate.

1.5 The Purchaser hereby undertakes to make payment to the Seller of all amount(s) mentioned herein as and when due and payable.

2. TITLE AND PLANS:

2.1 The Purchaser has examined and has fully satisfied himself/ herself/themselves/itself about the title of the Seller 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 sanctionable addition(s), modification(s) or alternation(s) that the Seller may have made or may make therein.

3. MANNER OF COMPLETION:

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

3.2 The Seller shall allow the Purchaser to inspect the Said Unit at the time of construction during normal business hours provided however the Purchaser gives 24 hours prior notice in writing to the Seller 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 Seller the following cost and charges:

- a. Rs. 21,000/- (Rupees twenty one thousand) per Unit towards legal fees, payable to the Seller who shall do all accounting with the legal advisors of the Seller, 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 Seller 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 Seller, (4) if acceptable, the Seller shall signify consent to the proposed specific up-gradation or change of layout 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 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. Cost for any extra work and/or superior finish to be done in the Said Unit at the request of the Purchaser, wholly.

- d. Rs.2,000/- towards cost and expenses for formation of the Association (Maintenance Organisation) of the Unit Owners of the Said Complex, wholly.
 - e. Cost, expenses and deposit for obtaining electric meter for the Said Unit, wholly.
 - f. 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 done in the Said Block or the Said Complex, proportionately.
 - g. Increase and/or escalation in the cost due to force majeure or for works lying stopped for more than 6 (Six) months, proportionately.
 - h. Sales Tax, Service Tax or any other tax or levy (excluding Income Tax) payable by the Seller for transfer of the Said Unit to the Purchaser, wholly.
- 4.2 In addition to the Extras mentioned in paragraph 4.1, the Purchaser shall also pay/deposit with the Seller the following sums for the purpose mentioned hereunder :
- (a) Cost of stamp duty, registration charges and miscellaneous expenses of Rs.10,000/- (Rupees ten thousand only) for each registration for preparation and registration of documents for effecting sale 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 for 12 (twelve) months per Square Feet plus the cost of diesel for the generator (to be paid based on billing on a monthly basis) plus service tax towards proportionate share of Common Expenses (described in 4th Schedule below) to be incurred by the Seller for the management and maintenance of Common Areas 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 Buyer 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 Seller to meet all expenses towards Common Expenses, without obligation of any accounting and (4) be handed over by the Seller to the Association, if the Association becomes operational before expiry of the said period of 12 (twelve) months **provided however** the Seller shall handover only the balance remaining of the Advance Common Expenses to the Maintenance Organisation.
- 4.3 All taxes (including service tax, sales tax, works contract tax, vat, etc.), 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 Seller, without raising any objection thereto.
- 5. TIME:**
- 5.1 The Seller 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 30th September, 2015 - **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 Seller 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 Seller shall make timely and necessary application(s) to the concerned authorities and/or bodies and shall:
- a) Obtain completion certificate from the Architect of the **Block** certifying that the Unit is fit for occupancy and for taking possession.
 - b) Apply for Occupancy Certificate from the Howrah Municipal Corporation.
 - c) Obtain water, drainage, sewerage, electric and other essential services to the Said Unit.
- 6.2 It is however agreed by and between the parties hereto, that the Seller 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 Seller 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 Seller 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 and/or facilities in all the said Block or the Said Complex. 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 and/or facilities and/or erection of other Blocks are complete or not.
- 6.5 At the request of the Purchaser, the Seller 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 Seller or purchasers / occupants of other Units and without making any change in the structure and construction of the Said Unit. During such period the Seller 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 Seller by issuing the notice of possession.

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 Seller 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 land **beneath the Said Block** 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 Seller of all amounts due and payable and as and when 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 either hampered, obstructed, delayed or stopped.

8.2 As from the Date of Possession the Purchaser covenants:

- a) To co-operate with the Seller in the management and maintenance of the Said 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 all the Blocks shall become members of such Maintenance Organisation and undertake to pay the share(s) of deposits, subscription and such fees and charges as may be levied and decided by the Seller and/or the Maintenance Organisation.
- b) To observe the Rules and Regulations framed from time to time either by the Seller or by the Maintenance Organisation for the common purpose.
- c) On prior notice to allow the Seller 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 the Common Areas, proportionately.
- e) To pay and bear the municipal rates, taxes, levies and other outgoings relating to the new building(s) / Building Complex, proportionately **PROVIDED** the same relate to the period commencing from the Date of Possession till the assessment of the Said Unit as a separate unit.
- f) To pay and bear the municipal rates, taxes, levies and other outgoings relating to the Said Unit wholly.
- (g) Not to let out or part with possession of the Said Unit before giving prior intimation in writing to the Seller 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.
- (h) Not to use the Said Unit or permit the same to be used for any purpose other than **RESIDENTIAL** nor for any illegal or immoral purpose.
- (i) The exterior of the Said Unit shall not be decorated or redecorated otherwise than in the manner agreed to with the Seller in writing and in accordance with the general scheme of the new building(s).
- (j) No external wireless or television antenna/dish shall be erected.
- (k) Not to sub-divide the Said Unit and/or the car parking space.

- (l) 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.
- (m) 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 obligation*** etc.
- (n) To observe and conform to all regulations and restrictions made by the Seller / Maintenance Organisation (upon its formation) from time to time for the proper management and maintenance of the Building Complex.
- (o) 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 Said Complex.
- (p) Not to shift or obstruct any windows nor put any extra / box grills.
- (q) Not to do or permit any opening, structural change or change in elevation without the consent in writing of the Seller or the Maintenance Organisation.
- (r) Not to throw any rubbish save to such extent and at such place or places as be permitted and specified by the Seller or the Maintenance Organisation.
- (s) 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.
- (t) Not to claim any right over the space(s) earmarked and/or reserved by the Seller for open car parking space(s) or for any other common or exclusive purpose.
- (u) To keep the Said Unit in good state of repairs and condition and to carry out necessary repairs or replacements as and when required.
- (v) Not to put any articles including nameplate and letter box save at the place approved or provided therefore by the Seller and/or the Maintenance Organisation.
- (w) 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.
- (x) 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 or the Said Complex in the Said Premises or any part thereof.
- (y) To observe such other covenants as be deemed reasonable.
- (z) Not to make any hole either to the beams or to the pillars nor put any weight/load on the beams and pillars.
- (aa) Not to shift or change the location of the outdoor unit of the air conditioner(s) and/or exhaust fan(s), installed by the Seller under any circumstances, without the previous written consent of the Seller/Management Organisation.

8.3 The Purchaser shall pay the Advance Common Expenses as mentioned in clause 4.2(c) to the Seller who shall maintain the Said Complex either directly or through the Maintenance Agency for a limited period of 12 (twelve) months from the Possession Date.

- 8.4 Within one year from the Possession Date, the Seller will take steps for formation of the association which shall mean the Syndicate, Committee, Body, Society, Company or Association (under the West Bengal Apartment Ownership Act, 1972) (hereinafter referred to as the "**Maintenance Organization**") of the apartment/flat owners in the Said Complex. The Maintenance Organization shall appoint a managing committee to appoint the maintenance agency for maintenance of the Said Complex.
- 8.5 The Purchaser shall pay punctually and regularly the Common Expenses from the Date of Possession to the Seller/Maintenance Organisation based on the area of the Said Unit till such time the Maintenance Organisation is formed by the Seller. The Seller shall manage and maintain the Building Complex, for which service, the Purchaser shall pay to the Seller 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 Seller and until payment of the said Total Consideration is made by the Purchaser, the Seller 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 Seller. After the formation of the Maintenance Organisation, the Seller shall transfer the amount of Maintenance Deposit and the balance of the Advance Common Expenses to the Maintenance Organisation after deducting the actual amount outstanding and receivable from the Purchaser. The account to be submitted by the Seller shall be final conclusive and binding on the Purchaser and the Purchaser shall not be entitled to challenge and dispute the same.
- 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 Said Complex and/or the Said Unit regularly, punctually and within the time to be specified by the Seller 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 to the date of actual payment and at the discretion of the Seller/Maintenance Organisation, the Purchaser shall not be entitled to use all such Common Areas 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 cancelled and/or rescinded at the option of the Seller and the Seller 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 Seller 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 Seller condones the cancellation of this Agreement due to delay in payment, the Purchaser shall be liable to pay interest @ 1% 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 Seller.
- 9.2 In case the Seller, fails to give possession of the Said Unit within the extended period specified hereinbefore for reasons otherwise than the Force Majeure mentioned in Clause 12 herein the

Purchaser may opt for cancellation of this Agreement and in such case the Seller shall refund all amounts received from the Purchaser with simple interest @ 12 % per annum, within 6 (six) months. However it is agreed that in the event, the Purchaser does not opt for cancellation, the Seller 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 Seller.

10. RESIDENTS' CLUB:

- 10.1 A specified space in the project land shall be earmarked by the Seller for establishing and constructing a recreational club. The name of the club shall be **CLUB ROYALE**.

- 10.2 The club area shall have recreational facilities, such as, Swimming Pool, Health Club, Indoor Games Room, Gymnasium, Community Hall, Recreational Centre and other facilities.

- 10.3 The ownership of the club including movable and immovable assets and all other properties appertaining thereto shall remain the absolute property of the Purchaser and/or Unit holders, proportionately.

- 10.4 The club shall be managed by the Seller initially and thereafter by the Maintenance Organization.

- 10.5 The Seller will be entitled to make rules of the management, maintenance and general administration of the club.

- 10.6 The Purchaser agrees to abide with all the rules and regulation formulated initially by the Seller and thereafter by the Maintenance Organization.

- 10.7 In case of resale of the Unit of the Purchaser, the new Purchaser will automatically become a member of the club based on the ownership of the Unit purchased by him/her/themselves/it.

- 10.8 Usage charges for using facility at the Club may be charged by the seller (1st year) / management organization and the same must be paid prior to using the said facility by the buyer or his family.

- 10.9 Guest charges, as applicable may also be charged by the seller (1st year) or the management organization.

11. MISCELLANEOUS:

- 11.1 The name of the Building Complex in the Said Premises shall be **IDEAL GRAND** and that of the 4 (Four) Blocks shall be **(A) GRANDIOSE (B) RESPLENDA (C) MAJESTICA** and **(D) IMPERIA** and such name(s) 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 Seller with absolute right to sell, transfer and/or otherwise dispose of the same or any part thereof.

- 11.3 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 Said Block*** as shown in the annexed Plan without having any right on any future sanction that may be given in the Said Premises by the Howrah Municipal Corporation, whether on the existing buildings or otherwise.

- 11.4 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 Seller in case further sanction is given by the Howrah 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 Howrah Municipal Corporation in the Said Premises and constructions to be made thereon. The Seller shall have the exclusive right over all further constructions on the basis of any such further sanction by the Howrah Municipal Corporation.
- 11.5 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 Seller and the Seller 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 Seller 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 Seller, Purchaser and the Nominee;
 - (d) The Purchaser makes payment of all dues including interest, if any to the Seller in terms of this Agreement up to the time of nomination;
 - (e) The Purchaser or nominee/assignee pays the sum calculated @ Rs.50/- (Rupees fifty only) per square feet as and by way of nomination fees + applicable Service Tax, if any to the Seller.
- 11.6 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, Said Complex and/or the Said Premises shall be drafted and finalised by him.
- 11.7 In all matters relating to construction, measurement and specification, decision of the Architect shall be final and binding on the parties.
- 11.8 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 Seller in the matter of identification of individual Car Parking Space shall always be treated as final and the Purchaser shall not raise any dispute with regard to such identification or allotment.
- 11.9 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 Seller shall take every care to ensure construction and completion of the Said Unit as per specifications mentioned herein, the Seller shall not be responsible or accountable for cracks, discolouring or deterioration in the quality of such natural materials.
- 11.10 The Sale Price, Extras and Deposits and all other charges (including transfer charges/ nomination fees) shall be payable by the Purchaser to the Seller 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 SELLER 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 Seller's fulfilling its obligations for **ANY MATTER TO WHICH THE SELLER HAS NO DIRECT CONTROL**, the Purchaser shall not have any claim on the Seller, 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 Seller 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 Seller 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 1ST SCHEDULE

**PART-I
(THE SAID PREMISES)**

ALL THAT Premises No. 456, G. T. Road (South), Shibpur, Howrah-711102 along with dwelling units/ structures standing thereon admeasuring an area of 14 *bighas* 0 *cottahs* 0 *chittaks* and 25 sq.ft. more or less within Ward No. 36 of Howrah Municipal Corporation (HMC), Police Station, Shibpur, District Howrah as delineated in the Plan annexed hereto and marked RED and butted and bounded as follows:

North	Guru Charan Choudhury Ghat Road and partly by premises No. 34, Guru Charan Choudhury Road, Shibpur, Howrah.
South	Partly by premises Nos. 454/1, 454/2, 454/3, 454/4 & 454/5, G. T. Road (South) as well as Premises Nos. 52, 53 & 54, Raj Narayan Roy Choudhury Ghat Road, Shibpur, Howrah.
East	Premises Nos. 47 & 48 Raj Narayan Roy Choudhury Ghat Road, Shibpur, Howrah.
West	G. T. Road (South) and partly by Premises Nos. 454 & 455, G. T. Road (South), Shibpur, Howrah.

THE 2ND SCHEDULE

(COMMON AREAS)

**PART I
(BLOCK COMMON AREAS)**

(Common Areas as are common between the co-owners of the Block):

1. AREAS:

- (a) Covered paths and passages, lobbies, staircases, landings of the Block and open paths and passages appurtenant or attributable to the Block.
- (b) Stair head room, caretaker room and electric meter room of the Block.
- (c) Lift machine room, chute and lift well of the Block.
- (d) Common installations on the roof above the top floor of the Block.
- (e) Common staff toilet in the ground floor of the Block.
- (f) Ultimate/Top roof above the top floor of the block.

2. WATER AND PLUMBING:

- (a) Overhead water tank, water pipes, sewerage pipes of the Block (save those inside any Unit).

- (b) Drains, sewerage pits and pipes within the Block (save those inside any Unit) or attributable thereto.

3. ELECTRICAL & MISCELLANEOUS INSTALLATIONS:

- (a) Electrical Installations including wiring and accessories (save those inside any Unit) for receiving electricity from Electricity Supply Agency or Generator(s)/Standby Power Source to all the flats in the Block and Common Areas within or attributable to the Block.
- (b) Lift and lift machinery of the Block.
- (c) Fire fighting equipment and accessories in the Block as directed by the Director of West Bengal Fire Services.

4. OTHERS:

Other areas and installations and/or equipments as are provided in the Block for common use and enjoyment.

**PART- II
(BUILDING COMPLEX COMMON AREAS)**

(Common Areas as are common between the co-owners of all the Blocks contained in the Building Complex):

1. AREAS:

- (a) Open and/or covered paths and passages inside the Building Complex.
- (b) Boundary wall around the periphery of the Building Complex and decorative gates for ingress and egress to and from the Building Complex.
- (c) Visitors' car park.

2. WATER AND PLUMBING :

- (a) Centralised water supply system for supply of water in common to all Blocks in the Building Complex.
- (b) Main sewer, drainage and sewerage pits and evacuation pipes for all the Blocks in the Building Complex.
- (c) Pumps and motors for water system for all Blocks and Common Areas.

3. ELECTRICAL AND MISCELLANEOUS INSTALLATIONS :

- (a) Wiring and accessories for lighting of Common Areas of the Building Complex.
- (b) Installation relating to sub-station and common transformer for the Building Complex.
- (c) Generator(s) and accessories for provision of stand by power to the Common Areas of the Building Complex.
- (d) Common fire fighting equipment for the Building Complex, as directed by the Director of West Bengal Fire Services.

4. RESIDENTS' CLUB :

- (a) Space for community hall.
- (b) Health club with well equipped gymnasium.
- (c) Swimming Pool.
- (d) Indoor Games room.

- (e) Jogging track.
- (f) Landscaped garden and children's play area.
- (g) Amphitheatre
- (h) Cricket Field

5. OTHERS :

Other Common Areas and installations and/or equipments as are provided or may be provided in future in the Building Complex for common use and enjoyment of all Unit owners.

**THE 3RD SCHEDULE
(SPECIFICATIONS)**

SUPERSTRUCTURE :

- RCC structure

WALLS :

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

WINDOWS :

- Aluminium windows with grill.

DOORS :

- Flush doors with Accessories.

KITCHEN :

- Marble/Tiles flooring with granite top platform.
- Ceramic tiles dado (up to 2 feet above platform).

TOILETS :

- Concealed plumbing system using standard materials.
- Ceramic sanitary ware with C.P. fittings.
- Marble/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 in the bed rooms.

ELECTRICALS :

- PVC conduit pipes with copper wiring.
- 15 and 5 Amp points in the living room, dining room, bed rooms, family 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 Block to the main sewerage system.

AIR CONDITIONING :

In Living / Dining Room and all bed rooms.

**4TH SCHEDULE
(COMMON EXPENSES)**

- 1. MAINTENANCE:**
All costs and expenses of maintaining, painting, decorating, repairing, replacing, redecorating, rebuilding, lighting and renovating the Common Areas 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 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 (including for the running of the Residents' Club) viz. manager, caretaker, security personnel and other maintenance persons including their bonus and other emoluments and benefits.
- 4. CLUB EXPENSES:**
All costs and expenses for the maintenance, renovation, building, rebuilding, up keep and running of all the facilities of the Residents' Club net of receipts on account of fees and charges (except admission fees, if any).
- 5. TAXES & LEVIES:**
Municipal rates, taxes and levies and all other outgoings for the Common Areas (including running of the Residents' Club) or for the Said Portion or 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.
- 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 and running of the facilities as more fully described in Part I and Part-II of the Second Schedule.
- 9. OTHERS:**
All other expenses and/or outgoings as may be determined by the Developer/Maintenance Organisation for the common purposes.

**5TH SCHEDULE PART-I
(SAID UNIT)**

Residential Flat No. _____, _____ floor, built-up area approximately _____
(_____)
square feet, comprised in the Said Block named _____ delineated on the
Plan A annexed hereto and bordered in colour **Green** thereon, forming part of the Said Complex
named **Ideal Grand**, delineated on the **Plan B** 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 of 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 :

Particulars	Price	Service Tax	Total Price
Basic Price of The Flat			
Car Park : Covered			
Car Park : Open			
PLC+HE			
TOTAL			

(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.