



AGREEMENT FOR

FLAT NO. \_\_\_\_\_ BLOCK \_\_\_\_\_

**BETWEEN**

**IDEAL REAL ESTATES PRIVATE LIMITED  
..... VENDOR**

**AND**

\_\_\_\_\_  
**..... BUYER**

**SAHA & RAY  
ADVOCATES  
3A/1, HASTINGS CHAMBER  
7C, KIRAN SANKAR ROY ROAD, KOLKATA 700 001**

## AGREEMENT

1. **Date:** \_\_\_\_\_

2. **Place:** Kolkata

3. **Parties**

3.1 **Ideal Real Estates Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 50, Jawahar Lal Nehru Road, Kolkata-700071, Police Station Shakespeare Sarani (**PAN AAACD9025H**)

(**Vendor**, includes successors-in-interest and assigns)

And

3.2

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(Buyer, includes successors-in-interest)

Vendor and Buyer are hereinafter referred to as such or as **Party** and collectively as **Parties**.

**NOW THIS AGREEMENT WITNESSES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:**

**4. Subject Matter of Agreement**

4.1 **Transfer of Said Flat And Appurtenances:** Terms and conditions for transfer of:

4.1.1 **Said Flat:** The residential flat described in **Part I** of the **2<sup>nd</sup> Schedule** below (**Said Flat**), in a Block (**Said Block**) forming part of the cluster of buildings comprised in the project named **Ideal Greens (Said Complex)**, situate, lying at and being a divided and demarcated portion of Municipal Premises No. 591A, Motilal Gupta Road, Kolkata-700008, Police Station Haridevpur within Ward No. 122 of Kolkata Municipal Corporation (**KMC**), District Sub-Registration Office Behala, District South 24 Parganas, described in **Part I** of the **1<sup>st</sup> Schedule** below (**Said Premises**).

4.1.2 **Land Share:** Undivided, impartible, proportionate and variable share in the land contained in the Said Premises, as be attributable and appurtenant to the Said Flat. The Land Share shall be the proportion which the built-up area of the Said Flat bears to the total built-up area of all the residential flats in the Said Complex.

4.1.3 **Parking Space:** The right to park a medium sized car in the parking space/s described in **Part II** of the **2<sup>nd</sup> Schedule** below (**Parking Space**), if any.

4.1.4 **Share In Common Portions:** Undivided, impartible, proportionate and variable share and/or interest in the common portions, amenities and facilities of the Said Block and the Said Complex inclusive of the facilities of the Residents Club (defined in Clause 10.1 below), as be attributable and appurtenant to the Said Flat (**Share In Common Portions**), the said common portions, amenities and facilities being described in the **3<sup>rd</sup> Schedule** below (collectively **Common Portions**).

The Said Flat, the Land Share, the Parking Space, if any, and the Share In Common Portions are collectively described in **Part III** of the **2<sup>nd</sup> Schedule** below (collectively **Said Flat And Appurtenances**).

**5. Background**

5.1 **Ownership and Title of Said Premises:** By virtue of the events and in the circumstances mentioned in **Part II** of the **1<sup>st</sup> Schedule** below (**Devolution Of Title**), the Vendor is the absolute owner of the Said Premises.

5.2 **Development in Phases:** The Vendor has formulated a scheme, for the development of several clusters of buildings primarily for residential purpose in the Project named "**Ideal Greens**" (collectively **Said Complex**), sale of various flats/spaces, with or without car parking space/s and other appurtenances (collectively **Said Flats And Appurtenances**) in the Said Complex and

usages of common portions and utilities at the Said Complex as summarized below. Such development is proposed to be made in phases and for such purpose Vendor has entered into and/or intends to enter into agreements to acquire several plots of lands in phases for development of the Said Complex in phases in accordance with the sanctioned building plans that would be issued phase wise. It is clarified that such intention of the Vendor to have more than one phase in the Project is not an obligation of the Vendor towards anyone but is a right which may be exercised by the Vendor at its discretion.

- 5.3 **Sanctioned Plans:** A Building Plan had been sanctioned by the Kolkata Municipal Corporation (**KMC**) vide Building Permit No. 2014130224 dated 03.09.2014 (**Sanctioned Plans**), which includes all sanctionable/permisable modifications made thereto, if any, from time to time in respect of the entirety of the said Municipal Premises No. 591A, Motilal Gupta Road, Kolkata-700008, Police Station Haridevpur.
- 5.4 **Future Phases:** The Vendor has negotiated with other land owners owning lands adjacent to and/or in the vicinity of the Said Premises and upon agreements for acquisition of a reasonable sized land parcel being made, the Vendor intends to apply for the sanctioned building plan consisting of individual Blocks and common portions and amenities as may be decided by the Vendor to be developed and provided by the Vendor as Phase-II of the Said Complex. In case of the said Complex comprising of more than one phase, the Vendor shall be entitled to make such constructions, additions, alterations, modifications etc. in the Said Premises and the Common Portions comprised therein as it may deem necessary for this purpose including demolishing/removing/constructing any portion of any boundary walls and connecting utilities like water, sewerage, drainage, electricity, telephone, cable etc. The Vendor shall also be entitled to provide and/or make available the Common Portions including the Residents Club and all facilities in the Said Premises to all such other future phases. The transferees of future phases shall also be entitled to become members of the Residents Club and shall have similar rights and obligations regarding the same. In case of there being more than one Phase the transferees of each Phase shall have the undivided, impartible, proportionate and variable share in the land as comprised in each Phase of the Said Complex, as is attributable to each individual Flat. However the common portions and utilities developed and provided in the Said Complex shall be used and enjoyed by the Transferees of each Phase in the manner and as per rules provided herein or as may be framed by the Vendor and/or the Association from time to time. The transferees (including the Buyer) and/or the Association shall not be entitled to interfere with or obstruct or hinder in any manner the development and/or sale of any future Phases. The Buyer hereby consents to all of the above and agrees and undertakes, not to create any obstruction or hindrance, directly or indirectly or through the Association regarding any of the above irrespective of any inconveniences, temporary or otherwise.
- 5.5 **Sanctioned Area:** It is specifically agreed that in the event of any change in applicable sanctioned area during the course of construction and before handing over the possession, the same can be constructed along with the present construction and the buyer shall not object to the same.
- 5.6 **Agreement to Record:** Pursuant to the aforesaid, the Buyer has approached the Vendor for being allotted for purchase the Said Flat And Appurtenances and the Vendor has agreed to make such allotment and in furtherance thereof the Parties are entering into this Agreement for recording the conclusive and comprehensive agreed terms and conditions (superseding all brochures, offerings, advertisements, documents and understandings) for allotment and sale of the Said Flat And Appurtenances to the Buyer.

## 6. **Conditions Precedent**

- 6.1 **Acceptance of Conditions Precedent:** The Parties have accepted and agreed that the following are and shall be the conditions precedent to this Agreement:
- 6.1.1 **Understanding of Scheme by Buyer:** The undertaking and covenant of the Buyer that the Buyer has understood and accepted the scheme of development of the Said Premises, including the following:

- (a) **Extent of Rights:** The rights of the Buyer are limited to ownership of (1) the Said Flat (2) the Land Share (3) the Share In Common Portions and (4) the Parking Space, if any, and the Buyer hereby accepts the same and the Buyer shall not, under any circumstances, raise any claim of ownership contrary to the above and also waives the right, if any, to do so.
  - (b) **Phase-wise Development:** The Vendor intends to develop the Said Complex in different phases over a period of time (collectively **Phases**) as mentioned in Clauses 5.2 and 5.4 which are deemed to be incorporated in this Clause. The Buyer hereby unconditionally and irrevocably accepts the same and covenants not to raise any objection or hindrance whatsoever thereto, under any circumstances.
  - (c) **Sanctioned Plans:** In pursuance of the intention mentioned in Clause 6.1.1 (b) above, the Sanctioned Plans have been sanctioned by KMC and other concerned authorities (collectively **Sanctioning Authority**). In case of additional Phases of the Project, further building plans shall be got sanctioned for further lands to be comprised in the Said Complex.
  - (d) **Common Portions and Saleable Areas Subject to Change:** The Common Portions and the Saleable Areas (defined in Clause 6.1.6 below) comprised within the Said Complex shall always be and remain subject to change/variation and modifications, additions and/or variations as be deemed fit and necessary by the Vendor, to accommodate its future expansion plans regarding the Said Complex which includes further / additional vertical and/or horizontal constructions on the Said Premises and/or future Phases on additional lands from time to time that may be made part of the said Complex by the Vendor. The Buyer hereby agrees to and accepts the same and the Buyer agrees and covenants not to, under any circumstances, raise any objection or hindrance thereto at any time or to make any claim because of the same. The Buyer confirms that the Total Price shall not be affected in any manner by the above.
- 6.1.2 **Financial and Other Capacity of Buyer:** The undertaking of the Buyer to the Vendor that the Buyer has the financial and other resources to meet and comply with all financial and other obligations under this Agreement, punctually.
- 6.1.3 **Satisfaction of Buyer:** The undertaking of the Buyer to the Vendor that the Buyer is acquainted with, fully aware of and is thoroughly satisfied about the title of the Vendor, the right and entitlement of the Vendor in respect of the Said Premises, the Sanctioned Plans and other approvals and permissions, all background papers, the right of the Vendor to enter into this Agreement, the scheme of development indicated above and the extent of the rights being granted in favour of the Buyer and the negative covenants mentioned in this Agreement and the Buyer hereby accepts the same and shall not hereafter raise any objection with regard thereto and/or make any requisitions regarding the above and the Buyer also waives the Buyer's right, if any, to do so.
- 6.1.4 **Measurement:** The Parties have mutually agreed and accepted the measurement of the Said Flat as mentioned in this Agreement and the built-up area of the Said Flat shall be 27% (twenty seven per cent) less than the super built-up area. The Buyer hereby confirms accepts and assures the above and shall not raise any objection with regard thereto. In case of variation in built-up area, the super built-up area mentioned in this Agreement shall also stand varied proportionately and the Total Price shall also stand varied proportionately.
- 6.1.5 **Parking Space:** It has been mutually agreed by and between the Parties that (1) the Parking Space shall always be subject to relocation at the option of the Vendor, until before the Date Of Possession (2) the Parking Space, if any, agreed to be taken by the Buyer can only be used for parking of a medium sized motor car of the Buyer and not for any other purpose (3) the Buyer shall only park such motor car in the Parking Space, if any, and (4) the Buyer shall not be entitled to deal with the Parking Space without the consent of the Vendor. The Buyer hereby accepts the above and shall not raise any objection with regard thereto. In case the Buyer transfers the Said Flat, the same shall be transferred along with the Parking Space, if any.

- 6.1.6 **Rights Confined to Said Flat And Appurtenances:** The undertaking of the Buyer to the Vendor that the right, title and interest of the Buyer is confined only to the Said Flat And Appurtenances and the Vendor is entitled to deal with, use, utilise, transfer, alienate, part with possession, and dispose off all other portions of the Said Premises/ Said Complex/Said Block (**Saleable Areas**) to third parties at the sole discretion of the Vendor, which the Buyer hereby accepts and to which the Buyer, under no circumstances, shall be entitled to raise any objection. The Buyer irrevocably and unconditionally agrees and undertakes not to have or be entitled to nor to claim any right, title or interest in the other Saleable Spaces and/or the properties and rights which are not intended to be transferred to the Buyer.
- 6.1.7 **Covenants:** The mutual agreement and acceptance by and between the Parties that (1) the covenants of the Buyer (**Buyer's Covenants**) and the covenants of the Vendor (**Vendor's Covenants**) as mentioned in Clause 11 and its Sub-Clauses below shall perpetually run with the land (2) the Buyer's Covenants and the Vendor's Covenants (collectively **Covenants**) shall bind them and their successors-in-title or interest and (3) this Agreement is based on the undertaking that the Buyer's Covenants and the Vendor's Covenants shall be strictly performed by the Buyer and the Vendor, respectively.
- 6.1.8 **Common Portions Subject to Change:** In addition to the provisions of Clause 6.1.1 above, the mutual agreement by and between the Parties that although the Common Portions are described in the 3<sup>rd</sup> **Schedule** below, the said descriptions are only indicative and are not intended to bind the Vendor in any manner. The Vendor shall, in the absolute discretion of the Vendor, be entitled to modify or improvise upon the Common Portions and the Buyer hereby accepts the same and shall not raise any objection in this regard and/or have any claim, financial or otherwise, against the Vendor for such modification or improvisation.
- 6.1.9 **Extension/Addition of Project:** The undertaking of the Buyer to the Vendor that notwithstanding anything contained in this Agreement, the Buyer has no objection and shall under no circumstances have any objection to the Vendor in any manner or for any reason whatsoever (1) modifying the Sanctioned Plans, if necessary (2) constructing, additional floors in the Said Block and/or additional blocks in the Said Complex (3) selling/using the Saleable Areas in the additional floors and/or the additional blocks/additional lands/additional phases in any manner the Vendor desires.
- 6.1.10 **Unfettered and Perpetual Easement:** The Buyer further undertakes that in consideration of the Vendor agreeing to sell the Said Flat And Appurtenances to the Buyer, the Buyer has accepted the above conditions and has granted and shall be deemed to have granted to the Vendor unfettered and perpetual easements over, under and above all Common Portions in the Said Block/Said Complex/Said Premises.

## 7. Commencement and Validity

- 7.1 **Date of Commencement:** This Agreement has commenced and shall be deemed to have commenced on and with effect from the date of execution of this Agreement.
- 7.2 **Validity:** This Agreement shall remain in force till such time the Said Flat And Appurtenances is completed and possession thereof is delivered to the Buyer by the Vendor, unless terminated in the manner mentioned in this Agreement.

## 8. Total Price, Payment and Extras

- 8.1 **Total Price:** The consideration to be paid by the Buyer in respect of the Said Flat And Appurtenances is more fully mentioned in **Part I** of the **6th Schedule** below (collectively **Total Price**), to be paid in full to the Vendor. The Total Price has been fixed by mutual consent and hence it shall not be open to question by any Party provided however the Total Price does not include the Extras (defined in Clause 8.3 below). Notwithstanding anything to the contrary contained elsewhere in this Agreement it is expressly agreed that the Total Price includes the Service Tax applicable on the date of execution of this Agreement. In the event of there being any variation in the amount of applicable Service Tax, the Total Price shall stand varied accordingly, it being clearly understood that the Service Tax shall be payable by the Buyer on actual and the Vendor shall not have any liability regarding the same.

- 8.2 **Payment of Total Price:** The Total Price shall be paid by the Buyer in installments mentioned in **Part II** of the **6<sup>th</sup> Schedule** below, time being the essence of contract. The Buyer agrees and covenants not to claim any right or possession over and in respect of the Said Flat And Appurtenances till such time the Buyer has paid the entirety of the Total Price and the Extras and all other amounts agreed to be paid or deposited under this Agreement. All payments made by negotiable instruments, shall be made payable at Kolkata favouring the Vendor or such name as may be notified by the Vendor. This Agreement shall be deemed to be a notice for payment (**Payment Notice**) of the Total Price and no separate notice is required to be given to the Buyer for payments due from time to time. Extras, as applicable, shall be paid to the Vendor by the Buyer as and when demanded by the Vendor from the Buyer.
- 8.3 **Extras:** In addition to the Total Price, the Buyer shall also pay to the Vendor, as and when demanded by the Vendor (time being the essence of the contract), by negotiable instruments payable at Kolkata favouring the Vendor or such name as maybe notified, the following amounts (collectively **Extras**), towards:
- 8.3.1 **Proportionately:** Proportionate share towards providing the special amenities/facilities in the Common Portions (save and except those described in the **3rd Schedule** below) and improved specifications of construction of the Said Flat and/or the Said Complex over and above the specifications described in the **5<sup>th</sup> Schedule** below (**Specifications**).
- 8.3.2 **Wholly:** wholly, costs, expenses and charges towards:
- (a) **Taxes:** Service Tax, Works Contract Tax, Value Added Tax, Sales Tax, Goods and Service Tax, or any other statutory tax, duty, cess, levy or charge, betterment fee, development charges and any other imposition levied by the State Government, Central Government or any other authority or body on the Vendor, from time to time, proportionately, if levied as a whole on the Said Complex and wholly, if levied specifically on the Said Flat And Appurtenances. In case of cancellation of this Agreement by the Vendor for the reasons mentioned in Clause 12.1 below, the amount of Taxes (except Service Tax), if any paid by the Buyer, shall stand forfeited and the amount of Service Tax shall be refunded after the Vendor receives the refund thereof from the authority concerned.
- (b) **Electricity:** costs, expenses, deposits and charges for providing electricity meter for the Said Flat payable within 15 days of demand thereof by the CESC failing which meter and electricity connection shall not be provided to the Said Flat by the Vendor.
- (c) **Advance Maintenance Charge and Advance Club Charge:** interest free advance, for proportionate share (**Maintenance Charge**) of the common expenses described in the **4<sup>th</sup> Schedule** below (**Common Expenses**) @ Rs.4.80/- (Rupees four and paisa eighty only) plus Service Tax per square feet per month on built-up area of the Said Flat, for a period of 12 (twelve) months, from the Date Of Possession Notice (defined in Clause 9.6.2 below) (**Advance Maintenance Charge**). The Advance Maintenance Charge shall (1) be fully adjusted by the Vendor against the Common Expenses for the said limited period of 12 (twelve) months only (2) be a fixed payment after payment of which the Buyer shall have no further obligation to pay any other amount towards Maintenance Charge for the said period of 12 (twelve) months save and except the running and operational expenses including the cost of diesel for the generator/s which shall be charged proportionately and separately at actual by the Vendor (3) be fully appropriated by the Vendor without obligation of any accounting and (4) be handed over by the Vendor to the body of flat owners of the Said Complex, which may be a syndicate, committee, body corporate, company or association under the West Bengal Apartment Ownership Act, 1972 (**Association**), if the Association becomes operational before expiry of the said period of 12 (twelve) months **provided however** the Vendor shall handover only the proportionate balance amount remaining of the Advance Maintenance Charge. It is clarified that (1) the Said Complex may be maintained through a Facility Manager (defined in Clause 9.9 below), in which event all payments (other than Advance Maintenance Charge) shall be made by the Buyer to the Facility Manager, after the said period of 12 (twelve) months or earlier if the Association is formed, and (2) the supervision of maintenance of the Said Complex shall be handed over by the Vendor to

the Association, at the earliest, for enabling the Association to deal directly with such Facility Manager.

- (d) **Advance Club Charges:** Club charges for a period of 12 (twelve) months, from the Date Of Possession Notice (defined in Clause 9.6.2 below) which shall be a part of Advance Maintenance Charges (**Advance Club Charges**). The Advance Club Charges shall be fully adjusted by the Vendor for maintenance of the Residents Club (defined in Clause 10.1 below) for the said period of 12 (twelve) months only without obligation of any accounting. However, user charges for the chargeable facilities of the Residents Club shall be chargeable separately during this 12 months period.
  - (e) **Formation of Association:** formation of the Association, which shall be Rs. 2,000/- (Rupees two thousand).
  - (f) **Legal Fees:** legal fees in respect of the Said Flat, amounting to Rs.21,000/- (Rupees twenty one thousand) for which the Vendor shall do all accounting with the Legal Advisors.
  - (g) **Stamp Duty and Registration Costs:** stamp duty, registration fees for registration and all other fees and charges, if any, as applicable and intimated by the Vendor together with fixed miscellaneous expenses of Rs.10,000/- (Rupees ten thousand) for each registration within 15 (fifteen) days prior to the date of registration.
  - (h) **Maintenance Deposit:** Interest free deposit on account of Maintenance Charge (**Maintenance Deposit**) calculated @ Rs.35/- (Rupees thirty five) per square feet of built-up area of the Said Flat.
  - (i) **Increase in Total price:** any increase/decrease in the Total Price due to increase/decrease in the measurement of the Said Flat, at the rate at which the Total Price of the Said Flat has been computed.
- 8.4 **No Possession Without Payment of Total Price and Extras:** The Buyer agrees and covenants not to claim any right or possession over and in respect of the Said Flat And Appurtenances till such time the Buyer has paid the entirety of the Total Price and Extras and all other amounts agreed to be paid or deposited under this Agreement and has duly complied with and/or performed all the covenants, undertakings and obligations required to be complied with and/or performed on the part of the Buyer in pursuance of this Agreement or otherwise required by law, all of which shall be conditions precedent without which the Vendor shall not be under any obligation to handover possession of the Said Flat And Appurtenances.
- 8.5 **Basis of Payment:** The Total Price and Extras shall be payable by the Buyer to the Vendor on the built-up area of the Said Flat.
- 9. Construction, Completion of Sale and Facility Manager**
- 9.1 **Construction:** The Vendor shall construct, complete and finish the Said Flat And Appurtenances in accordance with the Sanctioned Plans or as may be recommended by the architect of the Said Complex (**Architect**), as per the Specifications described in the **5<sup>th</sup> Schedule** below. The decision of the Architect in all regards including quality and workmanship shall be final and binding on the parties.
- 9.2 **Quality, Workmanship and Acceptance of Variations etc.:** The decision of the Architect regarding quality, workmanship and variations shall be final and binding on the Parties. The Buyer hereby consents to the variations, modifications or alterations as may be recommended by the Architect and hereby further agrees not to raise any objection to the Vendor and/or the Architect making such variations, modifications or alterations or raise objections in any manner relating to or concerning the construction or completion of the Said Block and/or the Said Complex.
- 9.3 **No Hindrance:** The Buyer shall not do any act, deed or thing whereby the construction/developmental work of the Said Flat And Appurtenances and/or the Said Block and/or the Said



Complex is in any way hindered or impeded. The Buyer hereby accepts the above and shall not raise any objection with regard thereto.

9.4 **Basic Duty of Buyer:** The Buyer shall make all payments and perform all obligations as stipulated in this Agreement and the Buyer shall not, in any way, commit breach of the terms and conditions herein contained.

9.5 **Completion Date:** The Vendor shall construct, finish and make the Said Flat habitable and the Parking Space, if any, usable in accordance with the provisions of Clause 9.6.3 on or before April 2018 for Blocks named *Gardenia, Hyacinth, Ivy* and *Jasmine* and October 2018 for Blocks named *Fern, Camellia, Daffodil* and *Eucalyptus* and April 2019 for Blocks named *Acacia* and *Begonia* (**Completion Date**) **provided however** the Completion Date may be extended by a period of 12 (twelve) months (**Extended Period**) at the option of the Vendor **and provided further** that it shall not be obligatory for the Vendor to complete the Common Portions before giving the Possession Notice (defined in Clause 9.6.2 below) to the Buyer. In this regard it is clarified that the Vendor shall complete all the Common Portions after all Phases of the Said Complex are completed. The Vendor shall neither incur any liability nor be held liable for claim of any amount by the Buyer, if the Vendor is unable to deliver possession of the Said Flat within the Completion Date and/or the Extended Period due to Circumstances Of Force Majeure (defined in Clause 16.1 below) or for or on account of (1) delay on the part of the Buyer in making any payment or complying with any of the buyers obligations recorded in this Agreement and (2) any other reasonable cause whereby the Vendor is prevented from completing the Said Flat And Appurtenances or any portion thereof. In no event shall the Buyer be entitled to claim any amount from the Vendor on account of consequential losses and damages or otherwise if the Said Flat And Appurtenances is not completed within the Completion Date and/or the Extended Period.

9.6 **Access and Possession :** With regard to access and possession, it is clarified as follows:

9.6.1 **Access for Fit-Out:** Before the Completion Date, at the request of the Buyer, the Vendor may at its option and subject to such conditions as it may deem fit, allow the Buyer to have temporary access to the Said Flat for interior and furniture works provided all dues payable to Vendor are paid in full by the Buyer. The Buyer shall complete the interiors and furniture works without disturbing or causing inconvenience to the Vendor or the occupants of other flats in the Said Complex and without making any change in the structure and construction of the Said Flat. During such period of temporary access the Vendor shall continue to be in possession of the Said Flat and the Buyer shall only have a revocable and temporary license to have access to the same for the aforesaid limited purpose and shall not be entitled to actually occupy, use or enjoy the Said Flat till possession is given by the Vendor by issuing the Possession Notice (defined in Clause 9.6.2 below). The Buyer shall pay to the Vendor all incidental charges like proportionate electricity charges, cleaning charges etc. relating to the fit-out carried out by the Buyer. The Buyer agrees to adhere to the guidelines below :

**Guidelines to be followed by the Buyer and/or their representatives**

1. Buyer shall not put additional grills in the balcony/windows.
2. Buyer shall not install window air-conditioner or put outdoor unit of split air-conditioner other than at the place already provided.
3. In case of buyer making any changes in pipelines/plumbing lines, the buyer shall have to conduct the smoke/pressure test in the presence of the Vendor's representative. Cost of such test will be borne by the Buyer. If the said changes pass the smoke/pressure test, a certificate shall be issued for the same. The Vendor shall not be liable for any future damage occurring due to these changes. And if, by making such changes any damage is caused to any other fiat, the rectification cost will be borne by the Buyer.
4. If any damage is caused to any other flat or the Common Portions due to a problem in Buyer's flat, then the Vendor shall be entitled to get the same rectified at the cost of the Buyer.
5. Painting of external surface in balcony and windows is not allowed.

- 9.6.2 **Possession:** Upon the Said Flat becoming habitable and the Parking Space, if any, becoming usable in accordance with the provisions of Clause 9.6.3 below, the Vendor shall serve a notice on the Buyer (**Possession Notice**) calling upon the Buyer to take exclusive physical possession of the Said Flat and the Parking Space, if any, and within 15 (fifteen) days from the date of the Possession Notice (**Date Of Possession Notice**), the Buyer shall be bound to take over exclusive physical possession of the Said Flat and the Parking Space, if any, after fulfilling all obligations under this Agreement, including payment of all amounts due to the Vendor, failing which it shall be deemed that the Buyer has taken possession on the 16<sup>th</sup> day of the Date Of Possession Notice (date of actual or deemed exclusive physical possession, **Date Of Possession**). From the Date Of Possession Notice, the Buyer shall become liable to pay all outgoings such as Maintenance Charge and property taxes and land revenue (**Rates & Taxes**), irrespective of whether or not the Buyer takes exclusive physical possession as aforesaid. In case such deeming provision comes into force, the Buyer confirms that the Buyer shall not claim to be in physical possession of the Said Flat And Appurtenances and the same shall be received by the Buyer only upon clearing all dues and performing all obligations.
- 9.6.3 **Meaning of Completion:** It shall not be obligatory for the Vendor to complete the Common Portions before giving the Possession Notice to the Buyer and the Said Flat and the Parking Space, if any, shall be deemed to have been completed in all respect if the same is made fit for habitation and use [(1) in bare condition and (2) as per the Specifications, the decision of the Architect in this regard being final and binding]. In this regard it is clarified that (1) the Vendor shall complete all the Common Portions after all Phases of the Said Complex are completed and (2) all Common Portions/ Residents Club shall be used in common by all the flat owners of all Phases of the Said Complex notwithstanding the Common Portions/Residents Club being made available progressively and the flat owners of Phases completed earlier shall not be entitled to claim any superior right/exclusivity over the Common Portions/ Residents Club over the flat owners of Phases completed later.
- 9.6.4 **Complete Satisfaction on Possession:** Subject to the provisions of Clause 14.1 below, on the Date of Possession, the Buyer shall be deemed to be completely satisfied with all aspects of the Said Flat And Appurtenances, including the built-up area and super built-up area of the Said Flat.
- 9.6.5 **Commencement of Outgoings:** From the Date Of Possession Notice, all outgoings in respect of the Said Flat And Appurtenances, including Maintenance Charge and Rates & Taxes shall become payable by the Buyer.
- 9.7 **Vendor's Obligations:** Subject to the Buyer making timely payment of the Total Price, Extras and other charges in the manner stipulated in this Agreement, the Vendor hereby agrees:
- 9.7.1 **Construction of Said Flat:** to construct, finish and make the Said Flat habitable and the Parking Space, if any, usable and transfer the Said Flat And Appurtenances to the Buyer.
- 9.7.2 **Construction According to Specifications:** subject to the other provisions of this Agreement, to construct and finish the Said Flat and the Parking Space, if any, in accordance with the Sanctioned Plans and Specifications, reasonable variations excepted.
- 9.8 **Completion of Sale:** The sale of the Said Flat And Appurtenances shall be completed by execution and registration of a Deed of Conveyance in favour of the Buyer provided the Buyer tenders in time all amounts required for the same as mentioned above. Messieurs Saha & Ray, Advocates (**Legal Advisors**) shall draft the standard conveyance and only such standard conveyance shall be used. The Buyer shall be bound to take conveyance of the Said Flat And Appurtenances on or before the Date Of Possession, failing which exclusive physical possession of the Said Flat and the Parking Space, if any, shall not be delivered to the Buyer (although the Buyer shall become liable for Common Expenses and Rates & Taxes from the Date Of Possession Notice) and in addition, all statutory taxes and penalties shall also be borne and paid by the Buyer. In the event of failure of Buyer to take conveyance of the Said Flat And Appurtenances within 90 (ninety) days from the Date of Possession, as per Possession Notice, a penalty of Rs. 7/- (Rupees seven) per month per sq.ft. of built-up area will be payable by the Buyer for cleaning and maintenance together with applicable Service Tax, if any.

- 9.9 **Facility Manager:** The Vendor may hand over management and upkeep of all Common Portions to a professional facility management organization (**Facility Manager**). In this regard, it is clarified that the Facility Manager (1) shall operate, manage and render day to day services with regard to the Common Portions (2) shall levy and collect the Maintenance Charge (3) shall be paid the Maintenance Charge by the Buyer (4) the Facility Manager, being a professional commercial organization, will not be required to render any accounts to the Buyer and it shall be deemed that the Facility Manager is rendering the services to the Buyer for commercial consideration (5) shall merely be the service provider for rendition of services with regard to the Common Portions and (6) may be appointed and/or replaced by the Vendor or the Association (upon formation) from time to time.
10. **Residents Club**
- 10.1 **To be Provided by Vendor:** Ideal shall provide a recreational club within the Said Premises/said Complex (**Residents Club**) upon grant of necessary approvals and permissions, if any, for the same. The name of the Residents Club shall be **club(p)lush**.
- 10.2 **Facilities of Residents Club:** The Residents Club shall have recreational/sports/banquet and other facilities.
- 10.3 **Ownership of Residents Club:** The Buyers of the Said Complex shall be the proportionate owners of the Residents Club including all movable and immovable assets and all other properties thereof.
- 10.4 **Management and Maintenance of Residents Club:** The Residents Club shall be managed and maintained by the Vendor for a period of 12 months and thereafter by the Association or the Facility Manager. Club charges for a period of 12 (twelve) months, from the Date Of Possession Notice (defined in Clause 9.6.2 above) have been collected as part of Advance Maintenance Charges. This amount shall be fully appropriated by the Vendor without obligation of any accounting. Charges for Pay & Use facilities for the Residents Club shall be chargeable separately during these 12 months period.
- 10.5 **Costs for Residents Club:** The costs for such management and maintenance shall be paid out of the charges collected for the Residents Club by the Vendor/Facility Manager/Association (upon formation), as the case may be. In case of any deficit, the same shall be payable by all the flat owners of the said Complex proportionately. Such deficit may be either recovered separately and/or be included in the Maintenance Charges at the option of Vendor/Facility Manager/Association (upon formation). The Vendor shall not be required under any circumstance to make any contribution towards the charges to be incurred for the management and/or maintenance of the Residents Club.
- 10.6 **Rules of Residents Club:** The Vendor shall be entitled to make rules, regulations and/or by-laws for governing and regulating the user charges, management, maintenance, general administration, running and operation of the Residents Club (**Club Rules**) which shall be binding on all flat owners as members thereof including the Buyer and the Buyer hereby agrees to abide with all such rules and regulations of the Residents Club.
- 10.7 **Rights in Residents Club on Transfer:** In case of transfer of the Said Flat And Appurtenances by the Buyer, the Buyer's membership of the Residents Club shall cease and the Buyer's transferee shall automatically become a member of the Residents Club.
- 10.8 **Usage Charge:** Usage charges/club subscription (**Usage Charge**) for using facilities at the Residents Club may be charged and revised from time to time by the Vendor or the Association, upon formation as per Club Rules. Guest charges, as applicable may also be charged by the Vendor or the Association, upon formation as per Club Rules. These usage charges will be applicable even during the period the advance maintenance charge are effective.

## 10.9 Membership and Usage:

- 10.9.1 The membership of the Residents Club in respect of each residential flat shall be in the name of one person only. Accordingly, in the event of any residential flat having more than one owner, the co-owners thereof shall nominate from amongst themselves one person for such membership (**Member**).
- 10.9.2 In the event of any residential flat not being owned by individuals but by a limited company or a limited liability partnership or a partnership firm or a Hindu Undivided Family or Trust or other body, then one individual shall be nominated by such flat owner for membership of the Residents Club. Change of nominee shall be permitted in accordance with the Club Rules.
- 10.9.3 In the event of death of any Member, the membership of the Residents Club shall be transferred to the co-owner (if any) of the concerned residential flat and in the event of there being no co-owner, then to one person from amongst the heirs of the Member who is nominated by all the heirs for such purpose.
- 10.9.4 It is expressly agreed that only the residents who are permanently residing in any of the residential flats in the Said Complex shall be entitled to the use of the Residents Club. However, subject to compliance with the Club Rules, guests may be permitted to use the Club if accompanied by a Member and subject to such conditions and payment of such guest charges as may be fixed or revised from time to time.
- 10.9.5 The rights of use as also the obligations of the Buyer as a Member of the Residents Club shall be governed by the Club Rules and the Buyer agrees, undertakes and covenants to abide by the Club Rules and to make payment of Club Charge and other expenses as may be fixed and/or revised from time to time as per the Club Rules.

## 11. Covenants

- 11.1 **Buyer's Covenants:** The Buyer covenants with the Vendor (which expression includes the Association in all Sub-Clauses of Clause 11, wherever applicable) and admits and accepts that:
- 11.1.1 **Buyer Aware of and Satisfied with Common Portions and Specifications:** The Buyer, subject to the provisions of Clause 6.1.3 and upon full satisfaction and with complete knowledge of the Common Portions, Specifications and all other ancillary matters, is entering into this Agreement. The Buyer has examined and is acquainted with the Said Block/Said Complex and has agreed that the Buyer shall neither have nor shall claim any right over any portion of the Said Block/Said Complex **save and except** the Said Flat And Appurtenances.
- 11.1.2 **Buyer to Mutate and Pay Rates & Taxes:** The Buyer shall (1) pay all fees and charges and cause mutation in the name of the Buyer in the records of KMC and the Office of the BL&LRO, if required, within 30 (thirty) days from the date of taking conveyance deed of the Said Flat And Appurtenances (**Date Of Conveyance**) and (2) pay the Rates & Taxes (proportionately for the Said Premises and/or the Said Block and/or the Said Complex and wholly for the Said Flat And Appurtenances from the Date Of Possession Notice and until the Said Flat And Appurtenances is separately mutated and assessed in favour of the Buyer), on the basis of the bills to be raised by the Vendor/Facility Manager/Association (upon formation)/KMC, such bills being conclusive proof of the liability of the Buyer in respect thereof. The Buyer further admits and accepts that the Buyer shall not claim any deduction or abatement in the aforesaid bills.
- 11.1.3 **Buyer to Pay Maintenance Charge:** Subject to the provisions of Clause 8.3.2 (c) above, the Buyer shall pay Maintenance Charge on the basis of the bills to be raised by the Vendor/ Facility Manager/Association (upon formation), such bills being conclusive proof of the liability of the Buyer in respect thereof. The Buyer further admits and accepts that (1) the Buyer shall not claim any deduction or abatement in the bills relating to Maintenance Charge and (2) the Maintenance Charge shall be subject to variation from time to time, at the sole discretion of the Vendor/ Facility Manager/Association (upon formation).

- 11.1.4 **Buyer to Pay Interest for Delay and/or Default:** The Buyer shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by the Vendor/Facility Manager/Association (upon formation), within the prescribed due date, failing which the Buyer shall pay interest @ 2% (two percent) per month or part thereof (compoundable monthly), for the period of delay, computed from the date the payment became due till the date of payment, to the Vendor/Facility Manager/Association (upon formation), as the case may be. The Buyer also admits and accepts that in the event such bills remain outstanding for more than 2 (two) months, all common services, facilities and utilities shall be discontinued to the Buyer and the Buyer shall be disallowed from using the Common Portions including water supply, electricity, user of lift etc.
- 11.1.5 **Vendor's Charge/Lien:** The Vendor shall have first charge and/or lien over the Said Flat And Appurtenances for all amounts due and payable by the Buyer to the Vendor **provided however** if the Said Flat And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Vendor shall stand extinguished on the financial institution provided all dues payable to the Vendor are cleared by the Buyer and/or such financial institution.
- 11.1.6 **No Obstruction by Buyer to Further Construction:** The Vendor shall be entitled to construct additional/further floors on and above the top roof of the Said Block and/or make other constructions elsewhere on the Said Premises/Said Complex and shall at its absolute discretion be entitled to make from time to time additions or alterations to or in the said Complex and/or the Common Portions and shall be entitled to deal with and dispose of all of the above in any manner whatsoever and the Buyer shall not obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Buyer due to and arising out of the said construction/developmental activity. The Buyer also admits and accepts that the Vendor and/or employees and/or agents and/or contractors of the Vendor shall be entitled to use and utilize the Common Portions for movement of building materials and for other purposes and the Buyer shall not raise any objection in any manner whatsoever with regard thereto. If any act or omission of the Buyer results in any interruption, interference, hindrance, obstruction, impediment or delay in the Project or the construction of the said Complex or any portion thereof including further constructions, additions and/or alterations from time to time and/or in the transfer, sale or disposal of any residential flat or portion of the said Complex, then in that event the Buyer shall also be liable to pay to the Vendor compensation and/or damages that may be quantified by the Vendor.
- 11.1.7 **No Rights of or Obstruction by Buyer:** All open areas in the Said Premises proposed to be used for open car parking spaces do not form part of the Common Portions within the meaning of this Agreement and the Vendor shall have absolute right to sell, transfer and/or otherwise deal with and dispose off the same or any part thereof. It is clarified that all unsold car parking spaces shall continue to be owned and possessed by the Vendor.
- 11.1.8 **Variable Nature of Land Share and Share In Common Portions:** The Buyer fully comprehends and accepts that (1) the Land Share shall be the proportion which the built-up area of the Said Flat bears to the total built-up area of all the Flats in the Said Complex (2) if the area of the Said Block/Said Complex is recomputed by the Vendor, then and in such event, the Land Share and the Share In Common Portions shall vary accordingly and proportionately and the Buyer shall not question any variation (including diminution) therein (3) the Buyer covenants not to demand any refund of the Total Price paid by the Buyer on the ground of or by reason of any variation of the Land Share and the Share In Common Portions (4) the Land Share and Share In Common Portions are not divisible and partible and (5) the Buyer shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Vendor, in its absolute discretion.
- 11.1.9 **Buyer to Participate in Formation of Association:** Subject to the provisions of Clause 8.3.2 (e) above, the Buyer admits and accepts that the Buyer shall join the Association and become a member thereof with voting rights. In this regard, the Buyer shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required by Vendor/Association (upon formation). Notwithstanding formation of the Association, the Facility Manager may look after the maintenance of the Common Portions. Each Transferee will be entitled to cast one vote irrespective of the size of his Flat.

11.1.10 **Obligations of Buyer:** The Buyer shall:

- (a) **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Block, the Said Complex and the Common Portions by the Vendor/Facility Manager/Association (upon formation), as applicable.
- (b) **Observing Rules:** observe the rules framed from time to time by the Vendor/Facility Manager/Association (upon formation) for the beneficial common enjoyment of the Said Block, the Said Complex and the Common Portions.
- (c) **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Flat And Appurtenances from the Date Of Fit out.
- (d) **Meter and Cabling:** be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Flat only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Vendor or to other flat owners. The main electric meter shall be installed only at the common meter space. The Buyer shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Block, the Said Complex, the Said Premises and outside walls of the Said Block save in the manner indicated by the Vendor/Facility Manager/Association (upon formation).
- (e) **Residential Use:** use the Said Flat for residential purpose only. Under no circumstances shall the Buyer use or allow the Said Flat to be used for commercial, industrial or other non-residential purposes. The Buyer shall also not use or allow the Said Flat to be used as a religious establishment, hotel, guesthouse, serviced apartment, mess, chummary, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.
- (f) **Maintenance of Said Flat:** repair, clean and maintain water, light, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass panes etc. inside the Said Flat, at the cost of the Buyer.
- (g) **Use of Common Toilets:** ensure that the domestic help/service providers visiting the Said Flat use only the common toilets and while so using, keep the common toilets clean and dry.
- (h) **Use of Spittoons/Dustbins:** use the spittoons/dustbins located at various places in the Said Complex.
- (i) **No Alteration:** not alter, modify or in any manner change the **(1)** elevation and exterior colour scheme of the Said Flat and the Said Block and **(2)** design and/or the colour scheme of the windows, grills and the main door of the Said Flat.
- (j) **No Structural Alteration and Prohibited Installations:** not alter, modify or in any manner change the structure or any civil construction in the Said Flat And Appurtenances, the Said Block and/or the Said Complex. The Buyer shall not install any dish-antenna on the balcony and/or windows of the Said Block and/or on any external part of the Said Block and/or the roof thereof. In the event the Vendor and/or the Association and/or the Sanctioning Authority comes to know of any change made by the Buyer then the Vendor and/or the Association and/or the Sanctioning Authority shall be entitled to demolish the changes and restore the Said Flat at the cost of the Buyer. In the event any change is made by the Buyer after the Date Of Conveyance, then also the Vendor and/or the Association and/or the Sanctioning Authority shall be entitled to demolish the changes and restore the Said Flat to its original position at the cost of the Buyer. The Buyer shall be liable to make payment of the aforesaid cost without raising any objection as liability for payment of the same has arisen due to default of the Buyer.
- (k) **No Air Conditioning Without Permission:** not install such type of air-conditioners (window or split), since the same is being installed by the Vendor.

- (l) **No Collapsible Gate:** not install any collapsible gate outside the main door/entrance of the Said Flat.
- (m) **No Sub-Division:** not sub-divide the Said Flat And Appurtenances and the Common Portions, under any circumstances.
- (n) **No Changing Name:** not change/alter/modify the names of the Said Block and the Said Complex from that mentioned in this Agreement.
- (o) **No Nuisance and Disturbance:** not use the Said Flat or the Common Portions or the Parking Space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Complex and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of others.
- (p) **No Storage:** not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions.
- (q) **No Obstruction to Vendor/Facility Manager /Association:** not obstruct the Vendor/Facility Manager/Association (upon formation) in their acts relating to the Common Portions and not obstruct the Vendor in constructing on other portions of the Said Block/Said Complex/Said Premises and selling or granting rights to any person on any part of the Said Block/Said Complex/Said Premises.
- (r) **No Obstruction of Common Portions:** not obstruct the pathways and passages of the Common Portions or use the same for any purpose other than for ingress to and egress from the Said Flat and the Parking Space, if any.
- (s) **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Vendor/Facility Manager/Association (upon formation) for the use of the Common Portions.
- (t) **No Throwing Refuse:** not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions **save** at the places indicated therefor.
- (u) **No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Flat, the Parking Space, if any, the Said Block, the Common Portions, the Said Complex and the Said Premises, including but not limited to acts of vandalism, putting up posters and graffiti etc.
- (v) **No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Flat, the Parking Space, if any, the Common Portions, the Said Block, the Said Complex and the Said Premises.
- (w) **No Signage:** not put up or affix any sign board, name plate or other things or other similar articles in the Common Portions or outside walls of the Said Flat/Said Block/Said Complex **save** at the place or places provided therefor **provided that** this shall not prevent the Buyer from displaying a standardized name plate outside the main door of the Said Flat.
- (x) **No Floor Damage:** not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment **save** usual home appliances.
- (y) **No Installing Generator:** not install or keep or run any generator in the Said Flat and the Parking Space, if any.
- (z) **No Misuse of Water:** not misuse or permit to be misused the water supply to the Said Flat.

- (aa) **No Damage to Common Portions:** not damage the Common Portions in any manner and if such damage is caused by the Buyer or the family members, invitees, servants, agents or employees of the Buyer, the Buyer shall compensate for the same.
- (ab) **No Hanging Clothes:** not hang or cause to be hung clothes from the balconies of the Said Flat.
- (ac) **No Smoking in Public Places:** not smoke in public places of the Said Complex and the Buyer and the Buyer's guests shall not throw empty cigarette cartons, cigarette butts and matchboxes in open spaces but shall dispose them off in dustbins after ensuring that the fire is fully smothered/extinguished.
- (ad) **No Plucking Flowers:** not pluck flowers or stems from the gardens.
- (ae) **No Littering:** not throw or allow to be thrown litter in the Common Portions of the Said Block/Said Complex.
- (af) **No Trespassing:** not trespass or allow trespass over lawns and green plants within the Said Complex.
- (ag) **No Overloading Lifts:** not overload the passenger lifts and move goods only through the staircase of the Said Block.
- (ah) **No Use of Lifts in Case of Fire:** not use the lifts in case of fire.
- (ai) **No Covering of Common Portions:** not cover the Common Portions, fire exits and balconies/terraces (if any) of the Said Flat.
- (aj) **Pay Service Tax, etc.:** to make payment of applicable Service Tax that may be payable in respect of all amounts to be paid by the Buyer to the Vendor/the Facility Manager and/or Association in terms of this Agreement as also to pay all others taxes payable by the Buyer in terms of this Agreement.

11.1.11 **Notification regarding Letting/Transfer:** If the Buyer lets out or transfers the Said Flat And Appurtenances, the Buyer shall immediately notify the Vendor/Facility Manager/Association (upon formation) of the tenant's/transferee's address and telephone number.

11.1.11 **Notification regarding Letting/Transfer:** If the Buyer lets out or transfers the Said Flat And Appurtenances, the Buyer shall immediately notify the Vendor/Facility Manager/Association (upon formation) of the tenant's/transferee's address and telephone number.

11.1.12 **No Right in Other Areas:** The Buyer shall not have any right, title and interest, claim or entitlement whatsoever over or in respect of the Said Premises/Said Complex/Said Block save and except the Said Flat and Appurtenances and the Buyer shall not raise any dispute or make any claim with regard to the Vendor either constructing or not constructing on the said other portions of the Said Premises/Said Complex.

11.1.13 **Roof Rights:** The user right of the top roof of any Block shall remain common to all flat owners of the Said Block (**Common Roof**) and all common installations such as water tank and lift machine room shall be situated on the Common Roof. The Vendor shall always have the right of further construction on the entirety of the top roof and the Buyer specifically agrees not to do any act that prevents or hinders such construction. After such construction, the roof above such construction shall again have a Common Roof for common use of all flat owners of the Said Block. The Vendor shall be entitled to shift any installations like lift room, water tank etc. erected upon the Common Portions to such top/ultimate roof upon further construction and also to make available the Common Portions and all utility connections and facilities to the additional/further constructions.

11.1.14 **Acceptance of Green Building Norms:** The Vendor intends to make the Said Building compliant with the norms of the Indian Green Building Council (IGBC) Green Homes Certification and the Buyer has agreed and accepted such intention of the Vendor and has further agreed to abide by all rules, regulations and stipulations in this regard.



11.1.15 **Loans for construction of the Said Complex:** The Vendor shall be entitled to take loans and/or financial assistance for the purpose of implementation and execution of the Said 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/Said Complex in their favour. However, on or before the execution of the Deed of Conveyance in respect of the Said Flat And Appurtenances, a release/no objection/ clearance shall be obtained by the Vendors from the concerned Banks/Financial Institutions/Housing Finance Companies or corporate bodies, if any, regarding transfer of the Said Flat And Appurtenances.

11.1.16 **Indemnity:** The Buyer shall keep the Vendor indemnified of from and against all actions, proceedings, damages, claims, demands, costs, charges, expenses and proceedings made against or suffered by the Vendor and/or the Association (upon formation) relating to the Said Premises/Said Complex/Said Block or any part thereof or to any person due to any negligence or any act, deed, thing or omission made, done or occasioned by the Buyer or the servants/agents/licensees/invitees/visitors of the Buyer and/or any breach or non-observance by the Buyer of the Buyer's covenants and/or any of the terms herein contained.

11.2 **Vendor's Covenants:** The Vendor covenants with the Buyer and admits and accepts that:

11.2.1 **No Creation of Encumbrance:** During the subsistence of this Agreement, subject to Clause 11.1.15, above, the Vendor shall not create any charge, mortgage, lien and/or shall not sell, transfer, convey and/or enter into any agreement with any person other than the Buyer in respect of the Said Flat And Appurtenances, subject to the Buyer fulfilling all terms, conditions and obligations of this Agreement.

11.2.2 **Documentation for Loan:** The Vendor shall provide to the Buyer all available documents so that the Buyer may get loan from banks and financial institutions, if required by the Buyer.

## 12. Termination and its Effect

12.1 **Non-payment by Buyer:** In the event the Buyer (1) delays and/or fails to make timely payment of any part or portion of the Total Price in the manner described in **Part II of 6<sup>th</sup> Schedule** below or the Extras or any other charges payable under this Agreement (**Financial Default**) or (2) fails to perform the obligations required to be performed by the Buyer under this Agreement (**Contractual Default**), then and in such event, the Vendor shall, at its sole discretion, have the absolute right to cancel this Agreement and refund the amount received from the Buyer in either of the manners mentioned below. However, without prejudice to such right of the Vendor to cancel this Agreement for Financial Default, the Vendor may condone the delay, conditional upon the Buyer paying interest @ 12% (twelve percent) per annum for the period of delay (computed from the date the payment/s became due till the date of payment) on all amounts due and outstanding. However, such right of condonation is exclusively vested in the Vendor and the Vendor shall have absolute liberty to cancel or not to cancel this Agreement and the Buyer shall not be entitled to claim condonation as a matter of right. If the Vendor decides to cancel this Agreement, then and in such event, the Vendor shall refund to the Buyer, at the Vendor's option, in either of the following manner:

12.1.1 **Refund Within 45 days of Date Of Cancellation:** The Vendor may refund to the Buyer within 45 (forty five) days from the date of such cancellation by the Vendor (**Date Of Cancellation**), the balance of all payments received from the Buyer till the Date Of Cancellation (without any interest) after deducting 10% (ten percent) of the Total Price and also deducting all accrued interest @ 12% (twelve percent) per annum for the period of delay till the Date Of Cancellation; or

12.1.2 **Refund on Resale:** The Vendor may sell the Said Flat And Appurtenances to a new buyer (**New Buyer**), at the risk and cost of the Buyer, at the then prevailing price (**New Total Price**), which may be higher or lower than the Total Price:

(a) **Sale at Price Higher than Total Price:** In the event the New Total Price is higher than the Total Price, then the Vendor shall refund to the Buyer the balance of the amount received from the Buyer after deduction of (1) 10% (ten percent) of the Total Price (2) accrued

interest @ 12% (twelve percent) per annum for the period of delay till the Date Of Cancellation and (3) cost, if any, incurred for such sale to the New Buyer **provided however** if there is any surplus after the aforesaid deductions, the entirety of such surplus shall be refunded by the Vendor to the Buyer.

(b) **Sale at Price Lower than Total Price:** In the event the New Total Price is lower than the Total Price, then the Vendor shall refund to the Buyer the balance of the amount received from the Buyer after deduction of (1) 10% (ten percent) of the Total Price (2) accrued interest @ 12% (twelve percent) per annum for the period of delay till the Date Of Cancellation and (3) the difference between the Total Price and New Total Price and (4) cost, if any, incurred for such sale to the New Buyer.

12.2 **Cancellation by Buyer:** In case the Buyer cancels this Agreement on any ground whatsoever (except breach of Vendor's Covenants), the Vendor shall refund to the Buyer, at the Vendor's option, in either of the manners mentioned in Clauses 12.1.1 or 12.1.2 (a) and (b) above.

12.3 **Breach by Vendor:** Without prejudice to the provisions of Clause 9.5 above, in the event the Vendor fails and/or neglects to deliver possession of the Said Flat And Appurtenances within the Completion Date [which may include the Extended Period or the period required beyond the Extended Period due to Circumstances Of Force Majeure (defined in Clause 16.1 below) and other circumstances mentioned in Clause 9.5 above], this Agreement shall, at the option of the Buyer, be cancelled/terminated, upon which the Vendor shall refund to the Buyer all payments received till that date, with interest calculated @ 12%(twelve percent) per annum. If however the Buyer does not exercise the option to cancel/terminate within 3 (three) months of expiry of the Extended Period or the period required beyond the Extended Period due to Circumstances Of Force Majeure (defined in Clause 16.1 below) and other circumstances mentioned in Clause 9.5 above, then it shall be deemed that the Buyer has voluntarily opted not to cancel/terminate the Agreement recorded herein but to continue with transaction and in such event no interest or compensation shall be payable by the Vendor for any delay caused.

12.4 **Effect:** Upon cancellation of this Agreement due to any of the circumstances mentioned in Clauses 12.1, 12.2 and 12.3 above, the Buyer shall not be entitled to claim any right, title, interest or charge (either equitable or otherwise) over and in respect of the Said Flat And Appurtenances and/or the Said Block and/or the Said Complex and/or the Said Premises or any part or portion thereof, in any manner whatsoever. The effect of such termination shall be binding and conclusive on the Parties.

### 13. Taxes

13.1 **Obligation Regarding Taxes:** In the event of the Vendor being made liable for payment of any tax [excepting Income Tax], fee, duty, levy, surcharge, cess, imposition or any other liability or any enhancement thereof under any statute or law for the time being in force or introduced /imposed in future (such as Service Tax, Works Contract Tax, Value Added Tax Sales Tax, Goods and Service Tax or any other tax, fee and imposition levied by the State Government, Central Government or any other authority or body), (whether payable to the concerned authority by the Vendor or the Buyer) or if the Vendor is advised by their consultant that the Vendor is liable or shall be made liable for payment of any such tax, fee, duty, levy or other liability on account of this Agreement and/or the transfer to be made pursuant to this Agreement and/or in relation to the transaction proposed hereunder and/or on account of the Vendor having agreed to perform the obligations under this Agreement or having entered into this Agreement, then and in that event, the Buyer shall be exclusively liable to pay all such tax, fee, duty, levy, surcharge, cess, imposition or other liability without raising any objection thereto and hereby indemnifies and agrees to keep the Vendor indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. The Vendor shall not be liable for the same or any portion thereof under any circumstances whatsoever and it is expressly agreed that the same shall be the liability of the Buyer and the Vendor shall be entitled to collect/recover the same from the Buyer. The taxes, fees, duties, levies, surcharge, cess, imposition or other liabilities so imposed or estimated by the consultant of the Vendor shall be paid by the Buyer at or before the Date Of Possession.

## 14. Defects

- 14.1 **Decision of Architect Final:** If any work in the Said Flat And Appurtenances is claimed to be defective by the Buyer within a period of 12 (twelve) months from the Date Of Possession Notice, the matter shall be referred to the Architect and the decision of the Architect shall be final and binding on the Parties. If directed by the Architect, the Vendor shall, at its own costs, remove the defects. This will however not entitle the Buyer to refuse to take possession of the Said Flat and if the Buyer does so, the provisions regarding deemed possession as contained in Clause 9.6.2 above shall apply and all consequences mentioned therein shall follow. In the context of this Clause, defects shall mean defect in construction only and not defect in bought-out items such as electrical fittings, sanitary fittings, hardware fittings etc.
- 14.2 **Use of Natural Materials:** Natural materials like marble, granite, wood, sandstone etc. contain grains with inherent structural differences as a result whereof colour and marking caused by their material mineral complex composition, cracks, inherent impurities etc. are likely to occur. While the Vendor shall take every care to ensure construction and completion of the Said Flat as per Specifications mentioned herein, the Vendor shall not be responsible for cracks, discolouring or deterioration in the quality of such natural materials.

## 15. Association and Rules

- 15.1 **Rules of Use:** The Said Flat And Appurtenances shall be owned by the Buyer subject to such rules and regulations as may be made applicable by the Association (upon formation) from time to time.
- 15.2 **Restrictions:** The Buyer agrees that the Buyer shall use the Said Flat And Appurtenances subject to all restrictions as may be imposed by the Vendor or the Association (upon formation).
- 15.3 **Handover:** From the date of handing over of maintenance and management of the Said Complex to the Facility Manager/Association (upon formation):
- 15.3.1 The Vendor shall not have any responsibility whatsoever regarding the Common Portions/Said Block/Said Premises/Said Complex.
- 15.3.2 The Vendor shall not have any responsibility whatsoever regarding any maintenance, security, safety or operations including relating to fire fighting equipment and fire safety measures, lift operations, generator operations, electrical equipment, installations, meters and connection, etc and/or for any statutory compliances, permissions and licenses regarding Common Portions / Said Block/Said Premises/Said Complex and/or any equipment installed and/or required to be installed therein. The same shall be the exclusive responsibility of the Buyer and/or the Association (upon formation) who shall also ensure continuous compliance with all statutory rules, regulations and norms including in particular relating to fire fighting and safety, lift and generator operations, etc. and obtaining and/or renewing all necessary permissions and licenses.
- 15.3.3 The flat owners including the Buyer and/or the Association (upon formation) shall take steps and get transferred all necessary permissions and licenses in their names including lift license, generator license, fire licence, etc. and the Vendors shall sign necessary papers upon being requested in writing.
- 15.3.4 In case of any default or negligence and/or in the event of any accident taking place subsequent to the date of handing over of maintenance, the Vendor and/or its directors, employees or agents shall not have any liability, obligation or responsibility whatsoever under any circumstance.

## 16. Force Majeure

- 16.1 **Circumstances Of Force Majeure:** The Vendor shall not be held responsible for any consequences or liabilities under this Agreement if the Vendor is prevented in meeting the obligations under this Agreement by reason of contingencies caused by neither of the Parties and unforeseen occurrences such as (1) acts of God (2) acts of nature (3) acts of war (4) fire (5) insurrection (6) terrorist action (7) civil unrest and wars (8) riots (9) non availability or reduced

availability of building materials (10) general strikes and strike by material suppliers, transporters, contractors, workers and employees (11) delay on account of receiving statutory permissions (12) delay in the grant of electricity, water, sewerage and drainage connection or any other permission or sanction by the Government or any statutory authority (13) any notice, order of injunction, litigation, attachments, etc. and (14) any rule or notification of the Government or any other public authority or any act of Government such as change in legislation or enactment of new law, restrictive Governmental laws or regulations including acquisitions and requisitions (collectively **Circumstances Of Force Majeure**).

16.2 **No Default:** The Vendor shall not be deemed to have defaulted in the performance of the Vendor's contractual obligations whilst the performance thereof is prevented by Circumstances Of Force Majeure and the time limits laid down in this Agreement for the performance of obligations shall be extended accordingly upon occurrence of any event constituting Circumstances Of Force Majeure.

## 17. Miscellaneous

17.1 **Indian Law:** This Agreement shall be subject to Indian Laws.

17.2 **One Transaction:** This Agreement relates to the transaction recorded and contemplated herein and no other transaction.

17.3 **Confidentiality and Non-Disclosure:** The Parties shall keep confidential all non-public information and/or documents concerning the transaction recorded herein, unless compelled to disclose such information and/or documents by judicial or administrative process.

17.4 **Partial Invalidity:** If any provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. When any provision is so held to be invalid, illegal or unenforceable, the Parties hereto undertake to use their best efforts to reach a mutually acceptable alternative to give effect to such provision in a manner that is not invalid, illegal or unenforceable. In the event any of the terms and conditions of this Agreement are set-aside or declared unreasonable by any Court of Law or if the Parties take the plea of frustration of contract, the entire Agreement shall not be void and shall continue to subsist to the extent of the remaining terms and conditions and bind the Parties.

17.5 **No Claim of Un-Enforceability:** This Agreement is being entered into by the Parties out of free will and without any duress or coercion. Hence, none of the Parties shall have the right to claim un-enforceability of this Agreement.

17.6 **Right of Possession:** The right of possession of the Buyer in respect of the Said Flat And Appurtenances shall arise only upon the Buyer fulfilling all obligations as are contained in this Agreement.

17.7 **Nomination by Buyer with Consent:** The Buyer admits and accepts that before the execution and registration of conveyance deed of the Said Flat And Appurtenances, the Buyer will be entitled to nominate, assign and/or transfer the Buyer's right, title, interest and obligations under this Agreement **subject to** the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement **and subject also to** the following conditions:

(a) **Buyer to Make Due Payments:** The Buyer shall make payment of all dues, including any interest for delay, to the Vendor in terms of this Agreement, up to the time of nomination.

(b) **Lock-in Period:** The Buyer cannot nominate in favour of any third party before the expiry of a period of 12 (twelve) months from the date of this Agreement.

(c) **Prior Written Permission and Tripartite Agreement:** In respect of any nomination, the Buyer shall obtain prior permission of the Vendor and the Buyer and the nominee shall be bound to enter into a tripartite agreement with the Vendor and the Buyer.

- (d) **Nomination Fees:** The Buyer shall pay a sum calculated @ Rs. 35/- (Rupees thirty five) per square feet of built-up area as and by way of nomination fees to the Vendor. It is clarified that inclusion of a new joint Buyer or change of a joint Buyer shall be treated as a nomination. However Nomination Fees shall not be payable in case of nomination in favour of parents, spouse, brother, sister or children of the Buyer. Any additional income tax liability that may become payable by the Vendor due to nomination by the Buyer because of higher market valuation as per the Registration Authorities on the date of nomination, shall be compensated by the Buyer paying to the Vendor agreed compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time Such amount shall be payable by the Buyer on or before the nomination.

The Buyer admits and accepts that the Buyer shall not nominate or assign the rights under this Agreement **save** in the manner indicated above.

- 17.8 **Transfer after Conveyance:** After the execution and registration of the Deed of Conveyance, the Buyer may transfer and alienate the Said Flat And Appurtenances provided that the same shall not be in any manner be inconsistent with this Agreement and/or the Deed of Conveyance to be executed pursuant hereto and the covenants contained herein and/or the Deed of Conveyance shall run with the land and/or transfer. The person(s) to whom the Buyer may transfer/alienate the Said Flat And Appurtenances shall be bound by the same terms, conditions, agreements, covenants, stipulations, obligations, undertakings and obligations as applicable to the Buyer by law and/or by virtue of this Agreement and/or the Deed of Conveyance.
- 17.9 **Entire Agreement:** This Agreement constitutes the entire understanding between the Parties and supersedes the terms and conditions whatever agreed between the Parties prior to execution of this Agreement but does not supersede any document contemporaneously entered into between the Parties. It is specifically understood that the brochures, compact discs, advertising and marketing material published by the Vendor from time to time in respect of the Said Complex are just advertisement material and contain various features such as furniture lay-out, vegetation and plantation shown around the Said Complex, colour scheme, vehicles etc. to increase the aesthetic view only and are not part of the development. These features/amenities are not agreed to be developed or provided by the Vendor.
- 17.10 **Counterparts:** This Agreement is being executed simultaneously in counterparts and each copy shall be deemed to be an original and all copies shall together constitute one instrument and agreement between the Parties. One copy each shall be retained by the Buyer and the Vendor, respectively.
- 17.11 **Amendments/Modifications:** No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties.
- 17.12 **Reservation of Rights:** No forbearance, indulgence, relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision.
- 17.13 **Waiver:** Any term or condition of this Agreement may be waived at any time by the Party who is entitled to the benefit thereof. Such waiver must be in writing and must be executed by the Party or an authorized agent of the Party. A waiver on one occasion will not be deemed to be waiver on a future occasion. Omission or delay on the part of either Party to require due and punctual performance of any obligation by the other Party shall not constitute a waiver of such obligation and it shall not in any manner constitute a continuing waiver and/or as a waiver of other breaches of the same or other obligations hereunder or as a waiver of any right or remedy that the Party may otherwise have in law or in equity.
- 17.14 **No Agency:** The Parties are entering into this Agreement on principal-to-principal basis and nothing contained herein shall make the Parties agents of each other.
- 17.15 **No Privity of Contract:** The Buyer shall have no connection whatsoever with the other flat

owners and there shall be no privity of contract or any agreement or arrangement as amongst the Buyer and the other flat owners (either express or implied) and the Buyer shall be responsible to the Vendor for fulfillment of the Buyer's obligations under this Agreement irrespective of non-compliance by any other flat owner.

17.16 **Non-Resident Indian Buyers:** If the Buyer is a resident outside India, then it shall be the Buyer'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 Buyer shall also furnish the required declarations/documents to Vendor. Refunds, if any, shall however be made in Indian Rupees by Vendor to the Non-Resident Indians (NRI) and foreign citizens of Indian origin.

## 18. Notice

18.1 **Mode of Service:** Notices under this Agreement shall be served by email or by messenger or by registered post/speed post with acknowledgment due at the above mentioned addresses of the Parties, unless the addresses are changed by prior intimation in writing. Such service shall be deemed to have been effected (1) on the date of delivery, if sent by email/messenger and (2) on the 4<sup>th</sup> day of handing over of the cover to the postal authorities, if sent by registered post/speed post, irrespective of refusal to accept service by the Parties.

## 19. Alternative Dispute Resolution

19.1 **Referral and Conduct:** All disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively **Disputes**) shall be referred to the sole arbitration of such person as be nominated by the Legal Advisors (**Arbitration Tribunal**) and finally resolved by arbitration in terms of the Arbitration and Conciliation Act, 1996 with modifications made from time to time (**Arbitration Act**). In this regard, the Parties irrevocably agree that (1) although the Legal Advisors have acted on behalf of the Vendor in this transaction, the Parties have full confidence in the impartiality of the Legal Advisors and have willingly accepted that the Legal Advisors shall be the nominating agency of the Arbitration Tribunal (2) the place of arbitration shall be Kolkata only (3) the language of arbitration shall be English (4) the Arbitration Tribunal shall be entitled to give interim awards/directions regarding the Disputes (5) the Parties have expressly authorized the Arbitration Tribunal to adopt informal procedure and avoid all formal rules relating to procedure, disclosure, admission of documents, adducing of evidence etc. and (6) the directions and interim/final award of the Arbitration Tribunal shall be binding on the Parties.

19.2 **No Legal Proceeding without Recourse to Arbitration:** The Parties shall not commence legal proceedings or have any receiver appointed over the Said Flat And Appurtenances and/or the Said Block/Said Complex/Said Premises without first referring the matter to arbitration and till the Arbitration Tribunal has given its direction/award.

## 20. Jurisdiction

20.1 **District Judge and High Court:** In connection with the aforesaid arbitration proceeding, only the District Judge, South 24 Parganas District and the High Court at Calcutta shall have jurisdiction to entertain and try all actions and proceedings.

## 21. Rules of Interpretation

21.1 **Number and Gender:** Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa. Words denoting any gender include the other genders.

21.2 **Headings:** The headings in this Agreement are inserted for convenience only and shall be ignored in construing the provisions of this Agreement.

- 21.3 **Schedules and Plans:** Schedules and Plans appended to this Agreement form a part of this Agreement and shall always be taken into consideration for interpreting the complete understanding between the Parties. Any reference to a schedule or plan is a reference to a schedule or plan to this Agreement.
- 21.4 **Definitions:** In this Agreement, words have been defined by putting them within brackets and printing them in bold. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.
- 21.5 **Documents:** A reference to a document includes an amendment or supplement or replacement or novation of that document.
- 21.6 **Successors:** A reference to a Party includes that Party's successors and permitted assigns. which in turn shall mean and include:
- (a) If the Buyer be an individual, then his/her respective heirs, executors, successors, administrators, legal representatives and permitted assigns;
  - (b) If the Buyer be a Hindu Undivided Family, then its members for the time being and their respective heirs, executors, successors, administrators, legal representatives and permitted assigns;
  - (c) If the Buyer be a Company or a Limited Liability Partnership then its successor or successors in interest and permitted assigns;
  - (d) If the Buyer be a Partnership Firm under the Indian Partnership Act, 1932 then its partners for the time being and their respective heirs, executors, successors, administrators, legal representatives and permitted assigns;
  - (e) If the Buyer be a Trust, then its Trustees for the time being and their successors-in-office and permitted assigns;
- 21.7 **Statutes:** Any reference to a statute, statutory provision or subordinate legislation shall include its amendment, modification, consolidation, re-enactment or replacement as enforced from time to time, whether before or after the date of this Agreement.

**1<sup>st</sup> Schedule**  
**Part I**  
**(Said Premises)**

**ALL THAT** the piece and parcel of contiguous land with structures thereon, measuring 34 (thirty four) *bigha* 16 (sixteen) *cottah* 14 (fourteen) *chittack* and 19 (nineteen) Square Feet equivalent to 696.90 (six hundred ninety six point nine zero) *cottah* and also equivalent to 11.52 (eleven point five two) acre, more or less, togetherwith dilapidated different structures, durwan and staff quarters, situate, lying at and being a divided and demarcated portion of present Municipal Premises No. 591A, Motilal Gupta Road, Kolkata-700008, within Ward No. 122 of Kolkata Municipal Corporation, *Mouza* Sayidpur, J.L. No. 12, R.S. No. 34, *Touzi* No. 8, *Pargana* Khaspur, Police Station Haridevpur (formerly Thakurpukur), Sub Registration Office Behala, District South 24 Parganas and comprised in various *Dags* and *Khatian* numbers

And delineated on the **Plan** annexed hereto and bordered in colour **Red** thereon and butted and bounded as follows:

- On the North** : Partly by balance portion of Premises No. 591A/1, Motilal Gupta Road and partly by land of others
- On the East** : Partly by Brick Field Road and partly by land of others
- On the South** : By land of others
- On the West** : Partly by Motilal Gupta Road and partly by land of others

**Part II**  
**(Devolution Of Title)**

1. **Purchase by CI IPL:** By a Deed of Conveyance dated 19<sup>th</sup> November, 2010, registered in the Office of the District Sub-Registrar-II, Alipore, South 24 Parganas in Book No. I, Volume No. 40, Pages 2303 to 2346, Being No. 11499 for the year 2010, Calcutta Infrastructure Infotech Projects Limited (**CI IPL**) became the sole and absolute owner *inter alia* of the Municipal Premises No. 591A, Motilal Gupta Road, Kolkata-700008.
2. **Sanction of Sanctioned Plans:** In terms of contract of sale between CI IPL and the Vendor, the Sanctioned Plans of the Said Complex to be constructed on the entirety of the said Municipal Premises No. 591A, Motilal Gupta Road, Kolkata-700008 were got prepared and sanctioned.
3. **Purchase by Vendor:** In pursuance to the Memorandum of Understanding dated 28<sup>th</sup> March, 2010 the Vendor has agreed to purchase from CI IPL, the entirety of Municipal Premises No. 591A, Motilal Gupta Road, Kolkata-700008, together with the benefit of the Sanctioned Plans and other appurtenances, sanctions or approvals in the name of CI IPL, by registering a Deed of Conveyance in the office of the D.S.R.-II, South 24 Parganas in Book No. I, CD Volume No. 14, Pages from 367 to 382 being 10249 for the year 2014.
4. **Gift to KMC:** The Vendor has agreed to gift to KMC, land measuring 8 (eight) *cottahs* being a divided and demarcated portion of Municipal Premises No. 591A, Motilal Gupta Road, Kolkata-700008 subsequent to the execution of the Conveyance Deed.
5. **Ownership of Vendor:** In the circumstances, the Vendor has become and is the sole and absolute owner of the Said Premises together with the benefit of the Sanctioned Plans and other appurtenances, sanctions or approvals.

**2<sup>nd</sup> Schedule**  
**Part I**  
**(Said Flat)**

Residential Flat No. \_\_\_\_\_, \_\_\_\_\_ floor, built-up area approximately \_\_\_\_\_ ( \_\_\_\_\_ ) square feet, comprised in the Block named \_\_\_\_\_ / No. \_\_\_\_\_ forming part of the Said Complex named **Ideal Greens**, to be constructed on the Said Premises described in the **1<sup>st</sup> Schedule** above. The layout of the Said Flat is delineated on the **Plan B** annexed hereto and bordered in colour **Red** thereon.

**Part II**  
**(Parking Space)**

\_\_\_\_\_ ( \_\_\_\_\_ ) covered Parking Space No/s. \_\_\_\_\_ in the basement/ground floor and/or \_\_\_\_\_ ( \_\_\_\_\_ ) open Parking Space No/s. \_\_\_\_\_ ( \_\_\_\_\_ ) in the open areas of the Said Premises for the parking of medium sized car/cars, delineated on the **Plan C** annexed hereto and bordered in colour **Red** thereon.



**Part III**  
**(Said Flat And Appurtenances)**  
**[Subject Matter of Agreement]**

The Said Flat, being the flat described in **Part I** of the **2<sup>nd</sup> Schedule** above.

The right to park in the Parking Space, being the car parking space/s described in **Part II** of the **2<sup>nd</sup> Schedule** above, if any.

The Land Share, being undivided, impartible, proportionate and variable share in the land comprised in the Said Premises described in **Part I** of the **1<sup>st</sup> Schedule** above, as be attributable and appurtenant to the Said Flat, subject to the terms and conditions of this Agreement.

The Share In Common Portions, being undivided, impartible, proportionate and variable share and/or interest in the Common Portions described in the **3<sup>rd</sup> Schedule** below, as be attributable and appurtenant to the Said Flat, subject to the terms and conditions of this Agreement.

**3<sup>rd</sup> Schedule**  
**(Common Portions)**

- A.** Common Portions as are common between the co-owners of a 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 Common Roof.
    - (e) Common staff toilet in the ground floor of the Block.
    - (f) Common Roof above the top floor of the block.
  2. **Water and Plumbing:**
    - (a) Overhead water tank, water pipes and sewerage pipes of the Block (save those inside any Flat).
    - (b) Drains, sewerage pits and pipes within the Block (save those inside any Flat) or attributable thereto.
  3. **Electrical and Miscellaneous Installations:**
    - (a) Electrical Installations including wiring and accessories (save those inside any Flat) for receiving electricity from Electricity Supply Agency or Generator(s)/Standby Power Source to all the Flats in the Block and Common Portions 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 equipment as are provided in the Block for common use and enjoyment.
- B.** Common Portions as are common between all the Blocks:
1. **Areas:**
    - (a) Open and/or covered paths and passages inside the Said Complex.

- (b) Boundary wall around the periphery of the Said Complex and decorative gates for ingress and egress to and from the Said Complex.
  - (c) Visitors' car park.
2. **Water and Plumbing:**
- (a) Centralized water supply system for supply of water in common to all Blocks in the Said Complex.
  - (b) Main sewer, drainage and sewerage pits and evacuation pipes for all the Blocks in the Said Complex.
  - (c) Pumps and motors for water system for all Blocks and Common Portions of the Said Complex.
3. **Electrical and Miscellaneous Installations:**
- (a) Wiring and accessories for lighting of Common Portions of the Said Complex.
  - (b) Installation relating to sub-station and common transformer for the Said Complex.
  - (c) Generator(s)/Standby Power Source and accessories for provision of stand by power to the Common Portions of the Said Complex.
  - (d) Common fire fighting equipment for the Said Complex, as directed by the Director of West Bengal Fire Services.
4. **Residents Club:**
- (a) Space for community hall.
  - (b) Well equipped gymnasium.
  - (c) Swimming Pool.
  - (d) Indoor Games room.
  - (e) Jogging track.
  - (f) Landscaped garden.
  - (g) Children's play area.
  - (h) Various Sporting Facilities.
5. **Others:**  
Other Common Portions and installations and/or equipment as are provided or may be provided in future in the Said Complex for common use and enjoyment of all Flat owners.

#### 4<sup>th</sup> Schedule (Common Expenses)

- 1. **Maintenance:** All costs and expenses of maintaining, painting, decorating, repairing, replacing, redecorating, rebuilding, lighting and renovating the Common Portions including all exterior and interior walls (but not inside any Flat) and in particular the Common Roof to the extent of leakage to the upper floors.
- 2. **Operational:** All expenses (including licence fees, taxes and levies, if any) for running and operating all machineries, equipment and installations comprised in the Common Portions 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:** Rates & Taxes and levies and all other outgoings for the Common Portions (including running of the Residents Club) or for the Said Complex **save** the taxes determined and payable by the Flat Owners for their respective Flats upon separate assessment.
6. **Association:** Establishment and all other expenses of the Association or any agency looking after the Common Portions.
7. **Reserves:** Creation of funds for replacement, renovation and/or other periodic expenses if thought fit by the Association (upon formation).
8. **Facilities:** All costs and expenses incurred for the installation, maintenance, upkeep and running of the facilities as more fully described in the **3<sup>rd</sup> Schedule** above.
9. **Insurance:** All premiums and payments in respect of taking out insurance policy covering the Said Complex, periodically.
10. **Others:** All other expenses and/or outgoings as may be determined by the Vendor/Facility Manager/Association (upon formation) for the common purposes

**5<sup>th</sup> Schedule**  
**(Specifications)**

<b>Superstructure:</b>	RCC structure
<b>Walls:</b>	RCC Internal : POP/ Wall Putty Common Area : Paint External : Paint
<b>Windows:</b>	Aluminium windows with grills
<b>Doors:</b>	Flush doors with Accessories.
<b>Kitchen:</b>	Tiles flooring with granite top platform Ceramic tiles dado (up to 2 feet above platform)
<b>Toilets:</b>	Concealed plumbing system using standard materials Ceramic sanitary ware with C.P. fittings Tiles flooring and ceramics tiles on walls
<b>Flooring:</b>	Tiles in the living rooms Marble/Tiles/Stones in all Common Portions including the stairs Tiles in the bed rooms
<b>Electricals:</b>	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
<b>Water Supply/Sewerage System:</b>	24 hours water supply from borewell/KMC/STP/RHT. Sewerage/Drainage system from the Block to the main sewerage system.
<b>Air Conditioning:</b>	In Living/Dining Room and all Bed Rooms.

**6<sup>th</sup> Schedule**  
**Part I**  
**(Total Price)**

The Total Price for sale of Said Flat And Appurtenances is as mentioned below:

Particulars	Amount (Rs.)	Service Tax (Rs.)	Gross Price (Rs.)
Base Price of the Said Flat			
Base Price of Garden			
Preferential Location Charges			
Height Escalation Charges			
Air-Conditioning Charges			
Open/Covered/Basement Parking Space			
<b>Total Price</b>			

**Part II**  
**(Payment Schedule)**

The Total Price shall be paid by the Buyer in the following manner:

- |                                     |           |
|-------------------------------------|-----------|
| 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 Within _____                      | Rs. _____ |
| 10 Within _____                     | Rs. _____ |
| 11 Within _____                     | Rs. _____ |
| 12 Within _____                     | Rs. _____ |
| 13 Within _____                     | Rs. _____ |
| 14 Before Date Of Possession        | Rs. _____ |
| Total                               | Rs. _____ |

=====

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

**2. Execution and Delivery**

22.1 **In Witness Whereof** the Parties have executed and delivered this Agreement on the date mentioned above.

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[Vendor]

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[Buyer]

**Witnesses:**

1.

2.