



AGREEMENT FOR  
APARTMENT NO. \_\_\_\_\_

**BETWEEN**

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

**AND**

---

..... BUYER

**FOX & MANDAL**  
**Advocates & Solicitors**  
6, Church Lane  
Kolkata – 700 001

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, Two Thousand and Twelve **BETWEEN IDEAL REAL ESTATES PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 50, Jawaharlal Nehru Road, Police Station Shakespeare Sarani, Kolkata 700071, hereinafter called as the “**VENDOR**” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-interest and/or assigns) of the **ONE PART**;

**AND**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

hereinafter referred to as the “**PURCHASER**” of the **OTHER PART**.

(The Vendor and the Purchaser are individually also referred to as the “**Party**” and collectively as the “**Parties**”.)

**WHEREAS:**

- A. Ideal Real Estates Private Limited, the Vendor herein is the sole and absolute owner, hold vacant and peaceful possession and/or otherwise well and sufficiently entitled to ALL THAT the piece or parcel of land measuring 23 (twenty three) cottahs 1 (one) chitack be the same little more or less, being Premises No. 6B, Gyan Majumdar Sarani (formerly known as Iron Side Road) as described in **Part – I of the First Schedule** hereunder written (hereinafter referred to as the “**Said Land**”).
- B. The facts relating to the devolution of title of the Vendor to the Said Land is mentioned in **Part – II of the First Schedule** hereunder written.
- C. The Vendor has decided to develop the Said Land by constructing a residential building thereon (hereinafter referred to as the “**Said Building**”) in accordance with the building plan bearing Building Permit No. 201107759 dated 11.06.2011 duly sanctioned by the Kolkata Municipal Corporation (hereinafter referred to as the “**Sanctioned Plan**”) which shall mean and include any other plan or plans sanctioned by Kolkata Municipal Corporation and/or any other authority (ies) authorized to do so and shall also include all its variations, modifications, alterations, amendment, validation, revalidation, renewals, extensions, if any, that may be made or obtained by the Vendor from time to time).
- D. The Said Building will comprise of several self contained independent flats together with the **Common Areas and Facilities** (as described in **Part – I of the Third Schedule**) which shall be provided by the Vendor for comfortable use and enjoyment of such flats in the Said Building and for the sake of brevity, the Said Building and the Common Areas and Facilities are hereinafter collectively referred as the “**Residential Complex**”.
- E. The Purchaser, being interested to own a flat (in the Residential Complex) has approached the Vendor for sale of a flat bearing No. \_\_\_\_\_ on the \_\_\_\_\_ floor of the Said Building having a built up area of \_\_\_\_\_ Square Feet together with \_\_\_\_\_ covered car parking space and/or \_\_\_\_\_ open car parking space, as described in the “**Second Schedule**” hereunder written (hereinafter referred to as the “**Said Apartment**”) together with an undivided proportionate share, right, title and interest in the Said Land as attributable to the Said Apartment along with the right to use the Common Areas and Facilities (hereinafter collectively referred to as the “**Said Property**” and described in the “**Second Schedule**” hereunder written) and for the sake of brevity, the expression ‘Said Apartment’ wherever used in this Agreement, unless the context requires otherwise, be deemed to mean the ‘Said Property’ and both the terms shall be corollary and co-existent with/to each other.
- F. Pursuant to the negotiation between the Vendor and the Purchaser, the Vendor has agreed to sell and the Purchaser has agreed to purchase the Said Property on the terms, conditions and covenants herein contained.

**NOW THIS AGREEMENT WITNESSETH** and it is hereby agreed and declared by and between the Parties as follows:-

**1. Sale & Purchase**

In pursuance of the foregoing and in consideration of the benefits and mutual obligations respectively accruing to and undertaken by the Parties hereto, the Vendor hereby agrees to sell and the Purchaser hereby agrees to purchase the **Said Property (as described in the Second Schedule hereunder written)** on the terms, conditions and covenants herein contained.

## 2. Total Consideration

- 2.1 **Sale Price:** The total sale price as agreed to be paid by the Purchaser for purchase of the Said Property is mentioned in **Part – I of the Fifth Schedule** hereunder written and the same shall be paid by the Purchaser to the Vendor in instalments as detailed in **Part – II of the Fifth Schedule** hereunder written without any demand or default. The Purchaser agrees that the payment of the said instalments/balance sale price within the time period as stipulated herein is the essence of the contract.
- 2.2 **Additional Costs & Charges:** In addition to the Sale Price of the Said Property (as mentioned in the Fifth Schedule), the Purchaser shall also pay to the Vendor, as and when demanded by the Vendor, the following amounts (hereinafter collectively referred as “**Additional Cost & Charges**”):

**(A) Proportionately:** Proportionate share towards -

- (a) **Increase due to Force Majeure:** any increase and/or escalation in the cost of construction due to the occurrence of any Force Majeure circumstances [including but not limited to Act of God, act of public enemy, blockade, bomb blast, bomb threat, destruction of subject matter of contract, earthquake, epidemic, gang violence or threat of violence, hurricane, tornado or other weather condition, natural or artificial disaster, peril, danger or power outage, embargo, explosion, fire, flood, riot, sabotage, strike, terrorist act, war (declared or undeclared) or by any other irresistible force so as to render the Said Land unfit for construction, government action, inaction or change in law, government acquisition or requisition, delay in the grant of electricity, water, sewerage and drainage connection or any other permission or sanction by the Government or any statutory authority, any notice, order of injunction, litigation, attachments, etc. and 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 (collectively “**Force Majeure**”)].
- (b) **Special Amenities/Facilities:** costs and expenses for providing any special amenities/facilities in the Common Areas & Facilities (save and except those described in the **Third Schedule** below) and improved specifications of construction of the Said Building and/or Said Complex over and above the specifications described in the **Fourth Schedule** below.

**(B) Wholly:** Wholly towards -

- (a) **Electricity:** costs, expenses, deposits and charges for providing electricity meter in the Said Apartment.
- (b) **Formation of Association:** costs and expenses for formation of the Association of the Apartment Owners of the Residential Complex (**Association**) shall be Rs. 5,000/- (Rupees five thousand).
- (c) **Legal Fees:** legal fees of **the Advocate (Legal Advisors)**, who have drawn this Agreement and shall draw all further documents, shall be Rs. 2,50,000/- (Rupees two lac fifty thousand). The fee shall be paid to the Vendor who shall do all accounting with the Legal Advisors.

- (d) **Stamp Duty and Registration Costs:** costs and expenses of Stamp Duty, Registration Fees, together with fixed miscellaneous expenses of Rs. 10,000/- (Rupees ten thousand) for registration of each document.
- (e) **Up-gradation:** increased costs due to any up-gradation of the Specifications described in the **Fourth Schedule** below or change of layout of the Said Apartment. In this regard it is clarified that the Purchaser can seek specific up-gradation or change of layout of the Said Apartment only once and the Vendor shall have absolute discretion in agreeing to such up-gradation or change of layout of the Said Apartment and in this regard, written instruction for specific up-gradation or change of layout of the Said Apartment shall be given by the Purchaser to the Vendor. If such change in the layout of the Said Apartment is acceptable, then the Vendor shall signify consent to the proposed specific up-gradation or change of layout of the Said Apartment and give a cost estimate for the same in writing and immediately after the said consent and cost estimate, the Purchaser shall have to pay the estimated amount, failing which the instruction for up-gradation or change of layout of the Said Apartment shall be deemed to have been perpetually withdrawn, waived and abandoned by the Purchaser.
- (f) **Advance Common Expenses/Maintenance Charges:** interest free advance for proportionate share of the common expenses/maintenance charges as described in the **Part III of Third Schedule** below (**Common Expenses/Maintenance Charges**) @ Rs.4/- (Rupees four) plus cost of diesel for generator plus service tax per square feet per month, for 12 (twelve) months, from the Possession Date (**Advance Common Expenses/Maintenance Charges**). The Advance Common Expenses/Maintenance Charges shall be utilized for meeting the Common Expenses/Maintenance Charges for the said limited period of 12 (twelve) months only and the Purchaser upon making such payment shall have no further obligation to pay any other amount towards Common Expenses/Maintenance Charges for the said period of 12 (twelve) months. The amount paid by the Purchaser as Advance Common Expenses/Maintenance Charges shall be utilized by the Vendor to meet all expenses towards Common Expenses/Maintenance Charges, without obligation of any accounting and balance remaining, if any will be handed over by the Vendor to the Association, if the same is formed before the expiry of the said period of 12 months.
- (g) **Common Expenses/Maintenance Deposit:** interest free deposit as security for payment of Common Expenses/Maintenance Charges, a sum of Rs. 25/- (Rupees twenty five) per square feet (**Common Expenses/Maintenance Deposit**), which shall be handed over to the Association, upon formation.
- 2.3 All taxes (including service tax, sales tax, works contract tax, vat, etc.), duties, levies, surcharges, charges or fees (whether existing at present or that may be imposed or enhanced in future) under any statute rule or regulation in respect of the Said Property and/or the Residential Complex or the maintenance thereof, shall be borne and paid by the Purchaser proportionately or wholly as the case may be on demand being made by the Vendor, without raising any objection thereto.
- 2.4 The Sale Price, Additional Cost & Charges and all other charges (including transfer charges/nomination fees) shall be payable by the Purchaser to the Vendor on super built up area of the Said Apartment and the built up area of the Said Apartment will be 27% (twenty seven per cent) less than the super built up area.

### 3. Mode of Payment

All payments under this Agreement including payments of the Sale Price and the Additional Costs and Charges as mentioned in Clause 2.1 and 2.2 respectively hereinabove shall be made by cheque or demand draft payable at Kolkata.

### 4. Construction & Specifications

- 4.1 The Vendor shall construct the Residential Complex on the Said Land as per the Sanctioned Plan or as may be recommended by the Architect, as per the specifications mentioned in the Fourth Schedule hereunder written.
- 4.2 The specifications of the construction of the Said Apartment and/or the Residential Complex including the Common Areas and Facilities to be provided by the Vendor are described in Fourth Schedule hereunder written.
- 4.3 If any alterations or additions in the specifications, fittings, fixtures, and/or amenities are required by the statutory authorities or the local bodies, then the Vendor may do so without any prior intimation or consent from the Purchaser and the Purchaser shall be deemed to have given consent for the same and the Purchaser shall be liable to pay such additional cost and charges, proportionately.

### 5. Completion and Possession

- 5.1 The Vendor shall complete the construction and make the Said Apartment habitable on or before 31<sup>st</sup> December, 2013 (**Completion Date**) and same may be extended by 6 (six) months grace period (**Extended Period**) at the option of the Vendor.
- 5.2 Upon construction, finishing and making the Said Apartment habitable and the Parking Space usable and after receipt of the completion certificate from the Architect, the Vendor shall send notice to the Purchaser (hereinafter called "**the Letter of Handing Over**"), requesting the Purchaser to take possession of the Said Apartment within the time period as specified in the Letter of Handing Over. The Purchaser agrees to take possession of the Said Apartment within the time period specified in the Letter of Handing Over after fulfilling all its obligations under this Agreement. The possession of the Said Apartment (**Possession Date**) shall be deemed to be handed over on the date on which the Purchaser takes possession of the Said Apartment within the time period as specified in the Letter of Handing Over or the 15<sup>th</sup> day from the date of issue of the Letter of Handing Over, whichever is earlier.
- 5.3 At the request of the Purchaser, the Vendor may at its option and subject to such conditions as it may deem fit, allow the Purchaser to have temporary access to the Said Apartment for interiors and furniture works at its own costs provided prior full payment of the Sale Price, Additional Cost & Charges is made by the Purchaser. The Purchaser shall complete the interiors and furniture works without disturbing or causing inconvenience to the Vendor or the purchasers /occupants of other Apartments and without making any change in the structure and construction of the Said Apartment. During such period the Vendor shall continue to be in possession of the Said Apartment and the Purchaser 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 Apartment, till possession is given by the Vendor by issuing the Letter of Handing Over.
- 5.4 The Vendor shall not be responsible in case the Letter of Handing Over is not issued because of any of the following reasons:

- (a) The Purchaser having committed any default or breach of this Agreement including amount payable hereunder.
  - (b) Any extra work/additions/alterations required to be carried out in the Said Apartment as per the requirement and at the cost of the Purchaser, not completed.
  - (c) Non availability of steel, cement or any other building materials, water or electric supply, etc. and/or due to the occurrence of any circumstances of Force Majeure [as mentioned in Clause 2.2(A)(a)].
- 5.5 The obligations and covenants of the Purchaser in respect of the use, maintenance and enjoyment of the Said Property including payment of Maintenance Charges, electricity charges, municipal corporation taxes and other taxes and outgoings as shall be applicable from time-to-time are binding on the Purchaser. It is expressly made clear that the liability of the Purchaser to make payment of all costs, expenses and outgoings in respect of the Said Property including the Maintenance Charges, electricity charges, municipal corporation taxes and other taxes and outgoings shall commence from the Possession Date. Such liability shall continue till the same is paid by the Purchaser or this Agreement is cancelled/terminated by the Vendor. From the Possession Date, the Purchaser shall be entitled to the rights stipulated in the Sixth Schedule hereto and shall have the obligations stipulated in the Seventh Schedule in regard to the Said Property.
- 5.6 The Purchaser shall, after possession is made over to it, use and enjoy the Said Property in a manner not inconsistent with his rights hereunder and without committing any breach, default or creating any hindrance to the rights of the other Apartment Owners and/or the Vendor.
- 5.7 The Common Areas and Facilities as described in the Third Schedule hereunder written shall be ready for use as and when completed by the Vendor and can be completed after the issue of the Letter of Handing Over. The Purchaser will have no objection for the Vendor carrying out work of the Common Areas and Facilities and other unfinished apartments in the Residential Complex after completion/handing over possession of the Said Apartment to the Purchaser.
- 5.8 The Purchaser agrees that the Vendor will be entitled to construct further sanctioned floors on and above the top roof of the Said Building and/or car parking spaces and/or other constructions elsewhere on the Said Land and the Purchaser shall at no time, even after the completion of the Residential Complex and formation of Association, claim any rights thereto or deprive the Vendor or the persons, whom these additional areas have been sold by the Vendor. The Purchaser agrees that proportionate share in the Said Land and Common Areas and Facilities shall be accordingly varied. It is agreed that the Vendor shall not be entitled to construct any additional floor or other areas after issue of Letter of Handing Over.
- 5.9 The Purchaser agrees that the Vendor will be entitled to carve out certain portions of the Common Areas and Facilities in the Residential Complex and allot them as private rights/ space to specific apartments for the exclusive use of certain Apartment Owners. The Purchaser shall at no time, even after the completion of the Residential Complex and formation of Association, claim any rights thereto or deprive such apartment owner/s of the private rights/ space. It is understood that such allotments are made to provide privacy to or for better utilization of the respective apartments.
- 5.10 In case of any material defect in the construction of the Said Apartment (excluding any purchased materials and/or items and any defect arising due to any act or omission on the part of the Purchaser or the Purchaser's agents or any other flat owner in the Residential Complex or the

Association or any other third parties), being noticed by the Purchaser within 12 months from the Possession Date, then the same shall be brought to the notice of the Vendor by the Purchaser. The Vendor shall refer the same to the Architect who shall decide whether the Vendor is liable to make any rectification or repairs. The decision of the Architect shall be final and the Purchaser agrees to accept the same without any objection. The Vendor shall, if required by the Architect, rectify the defect at its own cost. The Vendor shall not have any liability and/or responsibility regarding the same after making such rectification.

- 5.11 The Purchaser, upon expiry of the aforesaid 12 (twelve) months of defects liability period, shall have no claim against the Vendor in respect of any defect in the Said Apartment under any circumstances.

## **6. Transfer to the Nominee**

- 6.1 Prior to the execution and registration of the Deed of Conveyance (as mentioned in Clause 7 hereto) in favour of the Purchaser in respect of the Said Property, the Purchaser shall not be entitled to transfer/nominate/assign its rights under this Agreement in favour of any third party except with the prior written consent of the Vendor and subject to payment of the transfer charges/nomination fees to the Vendor as mentioned hereinafter. The Vendor may allow the Purchaser to transfer/nominate/assign his/her/its rights under this Agreement in respect of the Said Property only if all the following conditions are complied with:

- (a) There has been no default whatsoever by or on behalf of the Purchaser in compliance with and/or performance of any of its covenants, undertakings and obligations under this Agreement or otherwise.
- (b) The Purchaser has made full payment of all the amounts due and payable till the time of such transfer/nomination.
- (c) A minimum period of 1 (one) year has passed from the date of this Agreement.
- (d) Prior consent of the Vendor has been received from the Vendor regarding the proposed transfer.
- (e) The Purchaser or the assignee/nominee has paid to the Vendor, Transfer Charges/ Nomination Fees calculated @ Rs. 300/- (Rupees three hundred only) per square feet plus applicable service tax.

- 6.2 In case of assignment/nomination in favour of mother or father or spouse or child of the Purchaser, no transfer charge/nomination fees shall be payable.

- 6.3 It is clarified that inclusion of a new joint Purchaser or change of a joint Purchaser shall be treated as a transfer unless such joint Purchaser is a mother or father or spouse or child of the original Purchaser.

- 6.4 Any nomination/transfer/made in contravention/violation of conditions mentioned herein, shall be void ab initio.

## **7. Transfer of Title**

- 7.1 The Deed of Conveyance and all other papers and documents for transfer of the Said Property shall be prepared and finalised by the Vendor's Advocates and the Purchaser agrees to execute such Deed of Conveyance within 15 (fifteen) days of being required by the Vendor without asking for any modification thereto, unless agreed to by the Vendor's Advocate.



- 7.2 The Vendor shall be required to execute the Deed of Conveyance only upon all of the following conditions and obligations having been satisfied by the Purchaser:
- (a) The Sale Price, Additional Costs and Charges, Deposits and all other amounts payable under this Agreement , are paid in full by the Purchaser;
  - (b) The Purchaser is not in default in respect of any of its obligations;
  - (c) The Purchaser deposits with the Vendor the estimated amount of stamp duty, registration fee and other connected and miscellaneous expenses relating to the execution and registration of the Deed of Conveyance and the requisite papers and documents, if any required for the same;
- 7.3 The Purchaser shall be always liable in respect of the Purchaser's obligation to pay the additional/further stamp duty, additional registration fees, other levies, interest and penalty, if any, relating to execution and registration of the Deed of Conveyance.
- 7.4 In case of death of the Purchaser prior to the execution and registration of the Deed of Conveyance in his favour, his legal representatives shall be entitled to obtain in their favour the Deed of Conveyance in respect of the Said Property subject to production of necessary documents of representation to title as may be required by the Vendor in this regard, including probate, letters of administration and succession certificate.

## **8. Maintenance and Enjoyment**

- 8.1 The Residential Complex shall be managed and maintained by the Vendor or any Maintenance Agency appointed by the Vendor at its sole discretion for the initial period of 12 (twelve) months from the Possession Date (whether possession of the Said Apartment is taken or not by the Purchaser) and in lieu of such maintenance services, the Purchaser shall pay the advance maintenance charges as mentioned in Clause 2.2(B)(f) to the Vendor. The Purchaser hereby agrees to pay the Advance Common Expenses/Maintenance Charges and per month Maintenance Charges including any increment thereon to the Vendor/the Association or the maintenance agency, at the direction of the Vendor or the Association.
- 8.2 Within one year from the Possession Date, the Vendor will take steps for formation of the association which shall mean the Syndicate, Committee, Body, Society, Company or Association (under the West Bengal Apartment Ownership Act, 1972) (hereinafter referred to as the "**Association**") of the apartment/flat owners in the Residential Complex (hereinafter referred to as the "**Apartment Owners**"). It is hereby made clear that there will be only one association to be formed by the Vendor for the Said Building/Residential Complex and in no event the Vendor will be liable to admit or accept and/or acknowledge any other association nor any of the Apartment Owners (including the Purchaser herein) shall be entitled to become a member of any other association or subscribe to the membership of any other Association. The Association shall appoint a managing committee to look after the management of the Association and to appoint the maintenance agency for maintenance of the Residential Complex. The maintenance of the Residential Complex shall only be made over to the Association by the Vendor and upon such making over, the Association shall be responsible for the maintenance of the Residential Complex.

- 8.3 The Purchaser along with other Apartment Owners shall become and remain a member of the Association and shall observe and perform the terms and conditions, bye laws and the rules and regulations prescribed by the Association. The Association shall be formed for the purpose of attending various matters of common interest, including repairs, maintenance, white washing, painting, etc., in respect of the Residential Complex and to maintain the roads, compound walls and all other Common Areas & Facilities. For this purpose, the Purchaser will execute the Deed of Declaration, Affidavit or other documents as may be required from time to time .
- 8.4 The Association and/or the Maintenance Agency shall incur all Common Expenses/Maintenance Charges, more fully described in Part III of Third Schedule and raise the proportionate bills on the Apartment Owners (including the Purchaser) and the Purchaser shall pay the same within 7 (seven) days without any deduction or abatement. The Purchaser further admits and accepts that the bills raised by the Maintenance Agency shall be inclusive of their service charge as per the contract. The Purchaser admits that the change of Maintenance Agency will require consent of 80% (eighty percent) of the Apartment Owners.
- 8.5 In the event the Purchaser delays or defaults in paying any bill raised by the Association/ Maintenance Agency beyond 7 (seven) days of presentation thereof, the Purchaser shall pay interest as per the rules to be framed by the Association in this regard. The Purchaser also admits and accepts that in the event such bills remain outstanding for more than 2 (two) months, all common services shall be discontinued to the Purchaser and the Purchaser shall be disallowed from using the Common Areas & Facilities.
- 8.6 The Vendor, after formation of the Association shall hand over the entire funds such as, Maintenance Deposit and the balance of the Advance Common Expenses/Maintenance Charges, etc. already collected from the Apartment Owners to the Association.
- 8.7 All papers and documents relating to the formation of the Association shall be prepared and finalised through the Advocates appointed by the Vendor and the Purchaser hereby consents to accept and sign the same. All costs, charges and expenses relating to the formation and functioning of the Association shall be borne and paid by the Apartment Owners (including the Purchaser herein).
- 8.8 The rules and regulations of the Association shall not be inconsistent and/or contrary to the provisions and/or covenants contained herein which provisions and covenants shall, in any event, have an overriding effect.

## **9. Continuing Rights of the Vendor**

- 9.1 The Vendor may permit and/or grant rights to outside/third parties against payment of consideration/charges to the Vendor for setting up communication towers or other installations for mobile telephones, VSAT, Dish and/or other antennas and other communications and satellite systems on the Common Areas and Facilities of the Said Building and neither the Apartment Owners nor the Association nor any other entity shall be entitled to object to or hinder the same in any manner whatsoever. If any refundable Deposit is received from such outside/third parties, then the same shall be made over by the Vendor to the Association at the time of handing over of maintenance. Further, the recurring monthly consideration/charges, if any, shall be receivable by the Association after handing over of maintenance by the Vendor.
- 9.2 The Vendor shall be entitled at all times to install, display and maintain its name and/or logo on the roof of the Said Building and/or other areas in the Said Building and/or the Residential Complex by putting up hoardings, display signs, neon-signs, lighted displays etc. without being required to pay any charges for the same and neither the Apartment Owners nor the Association nor any other entity shall be entitled to object or to hinder the same in any manner whatsoever. For this purpose the Vendor shall however make payment of the electricity consumed regarding the above on actuals.

**10. Vendor's Covenants**

The Vendor covenants with the Purchaser as follows:

- 10.1 The Vendor is the absolute owner of the Said Land and that its title thereto is good, marketable and subsisting and has the power to convey the same.
- 10.2 The Vendor agrees to do and execute or cause to be done and executed all acts, deeds and things, as may be required by the Purchaser, for more fully and perfectly assuring the title of the Purchaser to the Said Property;
- 10.3 The Vendor will pay all taxes, rates and cesses, maintenance charges and other outgoings in respect of the Said Property up to the Possession Date (as mentioned in Clause 5.2).
- 10.4 The Vendor shall be entitled to take loans and/or financial assistance for the purpose of implementation and execution of the Project. For obtaining such loans and/or financial assistance from Banks/Financial Institutions, the Vendor shall be entitled to create charge and/or mortgage in respect of the Said Land and/or the Said Building in favour of the Banks/Financial Institutions granting such loans. However, on or before the execution of the Deed of Conveyance in respect of the Said Property, a release/no objection/clearance shall be obtained by the Vendor from such concerned Banks/Financial Institutions, if any, regarding transfer of the Said Apartment. The Vendor also agrees to obtain NOC to facilitate the Purchaser to take Home Loan for the purchase of the Said Apartment.

**11. Purchaser's covenants**

The Purchaser covenants with the Vendor as follows:

- 11.1 The Purchaser has, examined and fully satisfied himself/himself as to the following:
  - (i) The title of the Vendor in respect of the Said Land and also the Said Property;
  - (ii) The terms and conditions contained in this Agreement;
  - (iii) The Sanctioned Plan;
  - (iv) The total Built-Up Area to be comprised in the Said Apartment and the Super Built-Up Area thereof;
  - (v) The specifications of materials used and/or to be used for construction of the Residential Complex including the Said Apartment;and thus the Purchaser has agreed not to raise henceforth any objection or make any kind of requisition, whatsoever or howsoever, regarding the above and also waives his right, if any, to do so.
- 11.2 The Purchaser shall not be entitled to claim transfer/Deed of Conveyance of the Said Property until the Purchaser fulfils and performs all his obligations and completes all payments under this Agreement.
- 11.3 It is specifically agreed between the Parties hereto that, prior to conveyance of the Said Property by the Vendor to the Purchaser, the Purchaser shall not encumber the Said Property in any manner except for raising the housing loan from any reputed financial institution or bank, etc. for payment of the Sale Price under this Agreement.
- 11.4 The Purchaser shall not have any charge/lien in respect of the Said Property till physical possession is made over to him after payment of all amounts due and payable by him in terms of this Agreement and the Purchaser agrees that the Vendor shall have first charge and/or lien

over the Said Property for all amounts due and payable by the Purchaser to the Vendor. However, if the Said Property is purchased with assistance of a bank/financial institution, then such charge/lien of the Vendor shall stand extinguished on the financial institution/bank only after clearing all dues of the Vendor.

- 11.5 The Purchaser shall not seek partition or division or separate possession in respect of the Said Apartment under any circumstances. It is agreed and confirmed by the Purchaser that the Said Land will be held jointly by the Apartment Owners as co-owners, each having an undivided proportionate share therein and the Common Areas and Facilities as mentioned in the Third Schedule shall be used in common by the Apartment Owners. None of the Apartment Owners shall make any obstruction or store or keep any article in Common Areas and Facilities.
- 11.6 The Purchaser shall not do or suffer to be done anything in or to the Said Apartment which may adversely affect the Said Apartment and/or the Said Building/Residential Complex.
- 11.7 The Purchaser shall not enclose the terrace/balconies/utility areas under any circumstances.
- 11.8 If any development and/or betterment charges or other levies are charged or sought to be recovered by Kolkata Municipal Corporation or other statutory authority in respect of the Said Property, the same shall be borne and paid by the Purchaser in proportion to its undivided share in the Said Land.
- 11.9 If the Purchaser is not a resident of India, then it shall be his sole obligation and liability to comply with the provisions of all applicable laws including Foreign Exchange Management Act, 1999 (FEMA) and all other necessary requirements, rules, regulations, guidelines, etc. of the government or any other authority from time to time, including those pertaining to remittance of payment for acquisition of immovable properties in India. The Purchaser shall also furnish the required declaration/documents to the Vendor in the prescribed format, if necessary. All refunds to Non-Resident Indians (NRI) and foreign citizens of Indian origin, shall however, be made in Indian Rupees.
- 11.10 In case there is any increase in the area of the Said Apartment upon construction being made and the measurement being certified by the Vendor, the Purchaser shall pay additional consideration calculated at the same rate at which the Sale Price has been computed. Similarly, in case there is any decrease in area of the Said Apartment upon construction being made and the measurement being certified by the Vendor, the Sale price shall be reduced on the same basis.

## **12. Default/Termination**

- 12.1 Any default by the Purchaser in payment of the Sale Price or any instalment thereof on the due dates, Additional Cost & Charges and other deposits payable by the Purchaser for whatsoever reasons and/or the failure on the part of the Purchaser to observe any of the covenants mentioned herein shall be construed as a breach of contract by the Purchaser and without prejudice to any other rights, the Vendor at its sole discretion/option may :-
- (a) continue with this Agreement and claim the amounts in default/arrears with interest at the rate of 12% per annum from the date of default to the date of payment; or
- (b) in the event of the breach continuing, for whatsoever reasons, the Vendor, at its sole discretion, will be entitled to terminate this Agreement and forfeit as liquidated damages, Rs. 5,00,000/- (Rupees five lac) or 10 % of the amount received by the Vendor under this Agreement, whichever ever is higher. The Vendor shall thereupon be entitled to deal, in any manner, with the Said Property including selling the same to any third party on any terms

and conditions it may deem fit, without any further reference to the Purchaser. The balance money due to the Purchaser, if any, after deduction of liquidated damages shall be paid by the Vendor to the Purchaser within 6 months of the date of termination.

- 12.2 In the event the Vendor does not issue the Letter of Handing Over in respect of the Said Apartment within the extended period for reasons otherwise than set out in Clause 5.4 herein, the Purchaser may opt for cancellation of this Agreement and in such case the Vendor shall refund all amounts received from the Purchaser with interest @ 12% per annum, within 6 (six) months. However it is agreed that in the event, the Purchaser does not opt for cancellation, the Vendor shall not be liable to pay any interest.
- 12.3 The Purchaser shall not be entitled to cancel this agreement under any circumstances without the consent and concurrence of the Vendor.

### **13. Miscellaneous**

#### **13.1 PURCHASER shall mean and include:**

- (a) If he/she be an individual, then his/her respective heirs, executors, administrators, legal representatives and permitted assigns;
- (b) If it be a Hindu Undivided Family, then its members for the time being and their respective heirs, executors, administrators, legal representatives and permitted assigns;
- (c) If it be a Company or a Limited Liability Partnership, then its successor or successors in interest and permitted assigns;
- (d) If it be a Partnership Firm under the Indian Partnership Act, 1932, then its partners from time to time and their respective heirs, executors, administrators, legal representatives and permitted assigns;
- (e) If it be a Trust, then its Trustees for the time being and their successor(s) in-office and permitted assigns;

13.2 This Agreement records the final terms and conditions agreed between the Parties and all previous oral or written assurances, representations, brochures, general terms and conditions, advertisements, correspondence and/or negotiations, if any, are and shall always be deemed to be superseded by this Agreement and the same shall be invalid and not binding and the same cannot be relied upon in any manner whatsoever.

13.3 The Vendor and the Purchaser have entered into this Agreement purely on principal to principal basis and nothing stated herein shall be deemed to constitute a partnership between the Vendor and the Purchaser or be construed as a joint venture between the Vendor and the Purchaser or constitute an Association of Persons. The transaction contemplated herein is for an ultimate sale and purchase of the Said Property and no form of service is hereby contemplated and the Parties agree that neither is the Purchaser a Consumer nor the Vendor a Service Provider under the Consumer Protection Act. It is further hereby expressly agreed between the Parties that nothing herein contained shall be construed to be a "Works Contract" and in the event the Vendor being liable to make payment of any Sales Tax, VAT, Works Contract Tax, Service Tax or any other statutory tax or duty or levy in respect of this Agreement or the transaction contemplated hereby, the Purchaser shall be liable and agrees to make payment of the same at or before taking possession of the Said Apartment.

- 13.4 The Purchaser shall have no connection whatsoever with the other Apartment Owners and there shall be no privity of contract or any agreement or arrangement as amongst the Purchaser and the other Apartment Owners (either express or implied) and the Purchaser shall be responsible to the Vendor for fulfilment of the Purchaser's obligations irrespective of non-compliance by the other Apartment Owners.
- 13.5 No change, variation or modification of any of the terms and conditions set forth herein shall be valid unless incorporated as an amendment to this Agreement and signed by both the Parties.
- 13.6 The name of the Residential Complex (constructed on the Said Land) will be '**IDEAL LEGACY**' and the same shall not be changed/altered/modified in any circumstances.
- 13.7 The Parties hereto agree that in the event of there being any delay in or indulgence shown by either of the Parties with regard to the enforcement of any of the terms of this Agreement, the same shall not be construed as a waiver on the part of the Party showing such indulgence or tolerance and the Parties shall be entitled to enforce such right without prejudice to such indulgence or tolerance shown.
- 13.8 In the event that any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indication of the same is received by either of the Parties of any relevant competent authority, the Parties shall amend the provision in such reasonable manner as achieves the intention of the Parties without illegality or at the discretion of the Parties, it may be severed from this Agreement and the remaining provisions of this Agreement shall remain in full force.
- 13.9 In this Agreement, the reference to any party in singular shall include plural as the case may be and vice versa.
- 13.10 This Agreement is prepared in two sets and both the Parties shall retain a set each.

#### **14. Notices, Correspondence and Communication**

All notices, correspondences and other communication under this Agreement shall be in writing and in English language and either delivered by hand or sent by registered mail or courier or by email or by facsimile at the address mentioned herein or such changed address as has been intimated by the Parties in writing

#### **15. Dispute Resolution & Jurisdiction of Courts**

- 15.1 Any dispute or difference between the Parties hereto arising out of and/or relating to and/or connected with the Said Property and/or this Agreement or any term or condition herein contained and/or relating to interpretation thereof, shall be referred to the arbitration of a Sole Arbitrator to be appointed by M/s. Fox & Mandal, Advocates, having its office at 6, Church Lane, Kolkata 700001, Advocates for the Vendor. If the Arbitrator ceases to hold office for any reason whatsoever, any further appointment of an Arbitrator that may be necessary shall also be made by the said M/s. Fox & Mandal. The Parties agree that the Sole Arbitrator shall have summary powers and may make interim orders and Awards and/or non-speaking Awards, whether interim or final. The Award(s) made by the Sole Arbitrator shall be final and the parties agree to be bound by the same. Subject to the above, the arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time. The arbitration proceedings shall be held at Kolkata and shall be carried out in the English language.
- 15.2 The Parties hereto shall not commence legal proceedings or have any receiver appointed over the Said Property and/or the Said Land and the Residential Complex without first referring the matter to arbitration and till the Sole Arbitrator has given his direction/award.



- 15.3 Courts in Kolkata alone shall have exclusive jurisdiction in respect of all matters arising out of this Agreement to the exclusion of all other Courts.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**Part - I**

**(Said Land)**

ALL THAT piece and parcel of land measuring 23 (twenty three) cottah 1 (one) chitack more or less, known as Premises No. 6B, Gyan Majumdar Sarani (formerly known as Iron Side Road) being part of old Premises no. 6, Iron Side Road, comprised in Holding Nos. 203, 205, 209, 211 and 229, Division 5, Sub-Division H, within the limits of the Kolkata Municipal Corporation Ward No. 65, District of South 24 Parganas, Sub-Registration Sealdah, along with the right of egress and ingress through the private common passage (as mentioned in Part – II of the Third Schedule hereto) and butted and bounded as follows:

- On the North : By portion of municipal Premises No. 4, Gyan Majumdar Sarani and the common passage.
- On the South : By portion of municipal Premises No. 6A and 5/2A, Gyan Majumdar Sarani.
- On the East : By municipal Premises No. 6A, Gyan Majumdar Sarani.
- On the West : By portion of municipal Premises No. 5/2A and 4, Gyan Majumdar Sarani.

The location and the situation of the aforesaid land and common passage are shown in 'Red' and 'Yellow' colour border respectively in Plan – A annexed hereto.

**Part – II**

**(Devolution of Title)**

1. By a Deed of Conveyance dated 5<sup>th</sup> March, 2011 made between Sunflower Realtors Private Limited & Ors. (represented by their common Director, Mr. Pawan Kumar Kajaria) and Ideal Real Estates Private Limited (represented by its Director, Mr. Srawan Kumar Himatsingka) and registered at the Office of the Additional Registrar of Assurances I, Kolkata, in Book No. I, CD Volume No. 5, Pages 4095 to 4120, being No. 01957 for the year 2011, the said Sunflower Realtors Private Limited & Ors., for the consideration and on the terms and conditions therein mentioned, sold, conveyed and transferred the Said Land (as described in the Part – I of this Schedule) to Ideal Real Estates Private Limited, the Vendor herein.
2. Prior to the execution of the aforesaid Deed of Conveyance, the Vendor hereto by a Memorandum of Understanding (MOU) dated 8<sup>th</sup> October, 2010 became entitled or gained right in regard to the use of the private passage which is common between residents/owners of the building known as 'Windsor Palace' at Premises No. 6A Gyan Majumdar Sarani (formerly Iron Side Road) and the owner of the Said Land (as described herein) and the same was *inter alia* recorded in the aforesaid Deed of Conveyance. The rights and obligation pertaining to the use of the said private passage are also described in Part – II of the Third Schedule hereto.
3. In the circumstances mentioned above, the Vendor herein became the owner, seized and possessed of and/or otherwise well and sufficiently entitled to the Said Land as the sole and absolute owner thereof together with the right of user of the said private passage.

**THE SECOND SCHEDULE ABOVE REFERRED TO  
(Description of the Said Property)**

**ALL THAT** apartment bearing no. \_\_\_\_\_ on the \_\_\_\_\_ floor of the residential building '**IDEAL LEGECY**' having a built up area of \_\_\_\_\_ square feet delineated in 'Red Colour' in Plan – B annexed hereto together with the undivided proportionate share or interest in the Said Land (described in the First Schedule hereinabove) as attributable to the Said Apartment, along with the right to use \_\_\_\_\_ covered car parking space bearing no. \_\_\_\_\_ in the basement/ ground floor and/or \_\_\_\_\_ open car parking space bearing no. \_\_\_\_\_ in the open area of the premises hereinabove and together with the right to use the Common Areas and Facilities, short particulars whereof are set out in Third Schedule hereto.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**PART - I**

**(Common Areas & Facilities)**

**Common Areas & Facilities and installations in respect whereof only right of user in common shall be granted:**

- (a) Open and/or covered paths, common private passage boundary wall and decorative gates, passages, lobbies, staircases and landings for ingress and egress to and from the said apartment or the residential complex
- (b) Stair head room, caretaker room and electric meter room.
- (c) Lift machine room, chute and lift well
- (d) Common installations on the roof above the top floor
- (e) Common staff toilet in the ground floor
- (f) Ultimate/Top roof above the top floor
- (g) Overhead water tank, water pipes, sewerage pipes (save those inside any Flat).
- (h) Drains, sewerage pits and pipes (save those inside any Flat).
- (i) Electrical Installations including wiring and accessories (save those inside any Flat) for receiving electricity from Electricity Supply Agency to all the Apartments in the building and common portions within the said building
- (j) Wiring and accessories for providing stand by power to all the Apartments and common areas within the Said Building
- (k) Lift and lift machinery.
- (l) Fire fighting equipment and accessories as required under law.
- (m) Space for Banquet hall
- (n) Landscaped garden on the ground floor and on the roof of the Said Building
- (o) Space for visitors' car park.
- (p) Pumps and motors for water supply system for the Residential Complex
- (q) Intercom facility in each Flat connected to the main gate.
- (r) Other areas and installations and/or equipments and facilities as may be provided by the Vendor in the Said Building for common use and enjoyment.



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

## **PART – II**

### **(Right of use of the Common Private Passage)**

1. The Apartment Owners (including the Purchaser) will be entitled to the right of egress and ingress through the private passage which is common between the residents/owners of the building known as 'Windsor Palace' at Premises No. 6A Gyan Majumdar Sarani (formerly Iron Side Road) and the Apartment Owners of the Said Building/Residential Complex at Premises No. 6B Gyan Majumdar Sarani (formerly Iron Side Road). However, such right of use of the said common passage shall be SUBJECT TO terms and conditions agreed to and specified in the MOU dated 8<sup>th</sup> October, 2010 executed by and between (1) Nilkanth Estates Private Limited, (2) United Properties Private Limited, therein jointly referred to as "Vendor/Developer" of the First Part, (3) Ballygunge Windsor Palace Residents Welfare Association, therein referred to as the "Association" of the Second Part, (4) M/s. Sunflower Realtors Private Limited (5) M/s. Rajnigandha Nirman Private Limited, (5) Rajnigandha Realtors Private Limited, therein collectively referred to as Owners of 6B, Iron Side Road of the Third Part and (6) Ideal Real Estates Private Limited therein referred to as the "Builder of 6B", of the Fourth Part, the Vendor herein.
  
2. Some of the terms and conditions as agreed under the MOU which shall be relevant for the Purchaser in connection with the use of the said common passage is/are as follows:
  - (i) The ownership of the aforesaid common passage shall vest with the flat owners of the building known as 'Windsor Palace' at Premises No. 6A Gyan Majumdar Sarani (formerly Iron Side Road). However the flat owners of 'Windsor Palace' and the Apartment Owners of the Said Building shall be entitled to use the said common passage for ingress and egress and to lay underground pipes sewers and cables in the said common passage on and towards the North of the Premises as shown in the plan annexed to the said Deed of Conveyance and also in Plan A annexed hereto.
  - (ii) After the completion of the Residential Complex, cost of normal repairs, security guards at the main entrance and lights, etc. to the said common passage shall be borne by the said flat owners of the 'Windsor Palace' and the Apartment Owners of the Said Building/Residential Complex in the proportion of 2/3<sup>rd</sup> and 1/3<sup>rd</sup> respectively.
  - (iii) The boundary wall between the said Premises no. 6A and the Said Land shall be of similar design and fashion.
  - (iv) Vehicles beyond the permissible load shall not be allowed to use the said common passage.
  - (v) Not to keep any vehicles stranded/parked and/or put any construction materials/garbage on the said common passage.
  
3. The Purchaser shall comply, fulfill the aforesaid terms and conditions in respect of the use of the said common passage and such use of the common passage shall also be SUBJECT TO further limitations/restrictions as imposed by the Vendor and/or the Association (when formed) and the Purchaser agrees to render necessary assistance and co-operation to overcome any issues that may arise from time-to-time in connection with the said common passage.

**PART III**  
**(Common Expenses/Maintenance Charges)**

1. **Association:** Establishment and all other capital and operational expenses of the Association.
2. **Common Utilities:** All charges and deposits for supply, operation and maintenance of common utilities.
3. **Electricity:** All charges for the electricity consumed for the operation of the common machinery and equipment.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas & Facilities.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas & Facilities of the Residential Complex including the exterior or interior (but not inside any Flat) walls of the Said Building.
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas of the Building, including lifts, generator, changeover switches, CCTV, if any, EPABX if any, pumps and other common installations including, their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas.
7. **Rates and Taxes:** Municipal Tax, surcharge, Multistoried Buildings Tax, Water Tax and other levies in respect of the Said Building save those separately assessed on the Purchaser.
8. **Staff:** The salaries of and all other expenses on the staff to be employed for the Common Purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**  
**(Specifications)**

Superstructure	RCC structure
Walls	Brick work only inside the Flats
Windows	Aluminium PVC windows
Doors	Main door only
Kitchen	Bare with internal plumbing lines only
Toilets	Bare with internal plumbing lines only
Flooring	Bare in the Flat. Marble/Tile/Stone in common areas.
Electricals	Concealed conduit pipe only in Flats
Lift	3 lifts
Generators	100% power to Flats and common areas.
Air conditioning	Air condition in Bed Room and Living Room.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**

**Part – I  
(Total Sale Price of the Said Property)**

The total sale price payable by the Purchaser to the Vendor towards purchase of the Said Property is as below:

Particulars	Price	Service Tax	Total Price
Basic Price of the Apartment			
Car Park			
PLC+HE			
<b>TOTAL</b>			

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

**Part – II  
(Payment Schedule)**

The total sale price as mentioned in Part-I of this Schedule shall be paid by the Purchaser to the Vendor in instalments as mentioned below:

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

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

**THE SIXTH SCHEDULE ABOVE REFERRED TO  
(Rights of the Purchaser)**

The Purchaser shall have the following rights in respect of the Said Land and the Said Apartment:-

- 1) The Purchaser and all persons authorised by the Purchaser (in common with all other persons entitled, permitted or authorised to a similar right) shall have the right at all times and for all purposes, to use the Common Areas and Facilities;
- 2) The right to adjacent, lateral, vertical and horizontal support for the Said Property from the other parts of the Said Building;
- 3) The right to free and uninterrupted passage of water, gas, electricity, sewerage, etc., from and to the Said Apartment through the pipes, wires, sewer lines, drain and water courses, cables and pipes which are or may at any time hereafter be in, under or passing through the Said Building or any part of the Said Land/Residential Complex;
- 4) The right of entry and passage for himself and his persons and agents or workmen to other parts of the Said Building/Residential Complex at all reasonable times after notice for the same has been served for the purpose of repairs or maintenance of the Said Apartment or for repairing, cleaning, maintaining or renewing the water tanks, sewer, drains and water courses, cables, pipes and wires without causing disturbance as far as possible to the other Apartment Owners and making good any damage caused.
- 5) The right to use the said private passage for ingress and egress common between the said flat owners of the 'Windsor Palace' and the Apartment Owners of the Said Building in consonance with limitations/restrictions as imposed by the Vendor and/or the Association (when formed).

**THE SEVENTH SCHEDULE ABOVE REFERRED TO  
(Obligations of the Purchaser)**

The Purchaser hereby agrees, confirms and undertakes the following obligations towards the Vendor and other Apartment Owners:-

- 1) The Purchaser shall not at any time, carry on or suffer to be carried on in the Said Apartment, any noisy, offensive or dangerous trade or pursuit which may be or become in any way a nuisance, annoyance or danger to the Vendor or the other Apartment Owners/occupiers of the Said Building or the neighbours or any thing which may tend to depreciate the value of the Said Apartment or the Residential Complex;
- 2) The Purchaser shall use the Said Apartment only for residential purposes;
- 3) The Purchaser shall give to the other Apartment Owners of the Said Building, the necessary vertical, horizontal and lateral support for their apartments and reciprocate and recognize the rights of the other Apartment Owners in the Residential Complex as are enumerated in the Sixth Schedule above;
- 4) The Purchaser will use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in the Residential Complex in common with the other Apartment Owners

and permit free passage of water, sanitary, electrical lines, through and along the same or any of them and to share with the other Apartment Owners, the cost of repairing and maintaining all common areas and facilities.

- 5) The Purchaser shall duly and punctually pay the proportionate share of municipal/property taxes, rates and cess, insurance charges, Maintenance Charges of the Residential Complex. The liability for such share shall commence from the Possession Date, irrespective of whether the Purchaser takes possession thereof or not. Till the time the Association is formed the Purchaser shall pay such share of taxes/expenses, etc., to the Vendor, as per their demand.
- 6) The Purchaser shall keep the common areas, open spaces, parking areas, passages, lifts, staircases, lobbies, etc., free from obstructions and in a clean and orderly manner and not encroach on any common areas and not throw rubbish/refuse out of the Said Apartment .
- 7) The Purchaser shall keep the Said Apartment walls, drains, pipes and other fittings in good and habitable condition and in particular, so as to support and protect the Said Building and shall carry out any internal works or repairs as may be required by the Vendor/Managing Committee of the Association.
- 8) The Purchaser shall not make any additions or alterations or cause damage to any portion of the Said Building/Residential Complex or the Said Apartment and shall not change the outside colour scheme, outside elevation/façade/décor of the Said Building, otherwise than in a manner agreed to by the Vendor/majority of the members of the Association.
- 9) The Purchaser shall not alter or subscribe to the alteration of the name of the Residential Complex, which shall be known as **'IDEAL LEGECY'**.
- 10) The Purchaser shall not park any vehicles in any part of the Said Land/Residential Complex, except in the parking area which shall be specifically allocated and earmarked for the Purchaser.
- 11) The Purchaser shall not do any act that may be against any law, rule, regulation, bye law of the KMC/other statutory authorities or any obligation agreed under any contract and the Purchaser shall be solely responsible for all consequences of any offence or breach thereof and the Purchaser shall indemnify other Apartment Owners who may suffer due to any such acts of omission or commission of the Purchaser.
- 12) The Purchaser will be entitled to put his/her name only in the directory of owners provided by the Vendor or the Association. The Purchaser shall not put up any hoarding, name plates, graffiti, signboard, etc. anywhere else unless approved in writing by the Vendor or the Association. However nothing contained herein shall prevent the Purchaser from putting a decent nameplate on the outer face of the main door of the Said Apartment.

**16. Execution and Delivery:**

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

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**[Seller]**

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**[Buyer]**

**Witnesses:**

1.

2.