

IDEAL HEIGHTS

BLOCK

AGREEMENT FOR

UNIT NO. _____
(DEVELOPER'S AREA)

BETWEEN

SUPERNOVA PRIVATE LIMITED
...OWNER

IDEAL HEIGHTS PRIVATE LIMITED
...DEVELOPER

AND

...PURCHASER

UTPAL MAJUMDAR
Advocate

Hastings Chambers, 3rd floor
7C, Kiran Shankar Roy Road
Kolkata – 700 001

THIS AGREEMENT is made on this _____ day of _____, _____, **BETWEEN SUPERNOVA PRIVATE LIMITED**, a company incorporated within the provisions of the Companies Act, 1956, having its Registered Office at 302, Acharya Prafulla Chandra Road, Kolkata 700 009, hereinafter referred to as the **VENDOR** (which expression shall unless excluded by or repugnant to the context be deemed to include its successors, successors-in-interest and assigns) of the **FIRST PART AND IDEAL HEIGHTS PRIVATE LIMITED**, a company incorporated within the provisions of the Companies Act, 1956, having its Registered Office at 50, Jawahar Lal Nehru Road, Kolkata-700 071, hereinafter referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the context be deemed to include its successors, successors-in-interest and assigns) of the **SECOND PART AND** _____

hereinafter referred to as the **PURCHASER** (which expression shall unless excluded by or repugnant to the context be deemed to include his/her/their/its legal heirs, administrators, representatives, successors-in-interest and assigns) of the **THIRD PART.**

WHEREAS :

- A. By a registered Deed of Conveyance dated 13th March, 1971, Maharaj Kumar Somendra Chandra Nandy and Maharani Nelima Prabha Nandy sold, transferred and conveyed the entirety of Premises No.302, Acharya Prafulla Chandra Road, Kolkata-700009, hereinafter referred to as the Said Premises and more fully described in Part I of the First Schedule hereto to Maharaj Kumar S. C. Nandy & Sons Investment Company Private Limited. The said Deed of Conveyance was registered at the office of the Sub Registrar of Sealdah and entered into Book No. I, Volume No 8, Pages 189 to 198, Being No. 337 for the year 1971. The name of the said company namely Maharaj Kumar S. C. Nandy & Sons Investment Company Private Limited has been changed on and from 23rd September 1978 to Supernova Private Limited, the Vendor herein.
- B. The Vendor got its name mutated as the owner of the Said Premises in the records of the Kolkata Municipal Corporation and has since been paying the applicable rates and taxes thereof to the Kolkata Municipal Corporation.
- C. The Vendor is seized and possessed of and well and sufficiently entitled to the Said Premises and the right, title and interest of the Vendor as the Owner is free from all encumbrances, liens, lispendences, mortgages, charges of any nature whatsoever or howsoever.
- D. By an agreement dated 5th September 2005, hereinafter referred to as the Development Agreement, the Vendor has appointed the Developer herein to develop a portion of the Said Premises, hereinafter called the Said Portion, more fully described in Part II of the First Schedule hereto and granted exclusive right to the Developer for the development of the Said Portion for the consideration, terms & conditions recorded therein.
- E. In terms of the Development Agreement, the Developer shall construct, complete and hand over to the Vendor certain flats (Units) and car parking spaces together with undivided proportionate share in the Common Areas in the Building Complex to be constructed in the Said Portion (hereinafter referred to as the Vendor's Allocation) as consideration for Vendor's agreeing to sell, convey and transfer its right and title in the land in the Said Portion to the Developer and/or its nominees for the remaining flats (Units) and car parking spaces together with undivided proportionate share in the Common Areas in the Building Complex (hereinafter referred to as the Developer's Allocation). The allocation between the Vendor and the Developer has been finalised and demarcated by an agreement dated 5th September 2005.
- F. The Developer got the building plan sanctioned in the name of the Vendor vide Building Permit No. BS 25(V) dated 9th February, 2007 (hereinafter referred to as the Said Plan) from the Kolkata Municipal Corporation and has commenced construction.
- G. The Developer has applied before the Authorised Officer under the West Bengal (Regulation of Promotion of Construction & Transfer by Promoters) Act, 1993 for registration and permission to construct under the said Act and the said application is pending for approval.
- H. The Purchaser has verified and accepted the title of the Vendor including the order of the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976 issued on the Said Premises and is satisfied with the same and shall not raise any dispute relating to the title of the Vendor in future.

- I. The Purchaser after being fully satisfied about the title of the Vendor on the Said Portion has approached the Developer to purchase and acquire a residential flat, being Unit No. _____ on the _____ floor in the Block named _____ and _____ car parking space(s) (comprised in the Developer's Allocation) in the Building Complex named **IDEAL HEIGHTS** more fully described in Part-I and in Part-II of the Fifth Schedule hereto **TOGETHERWITH** proportionate undivided share and interest in the land comprised in the Said Portion **AND ALSO TOGETHERWITH** proportionate undivided share and interest in the Common Areas **AND ALSO TOGETHERWITH** easements, other rights and privileges, hereinafter collectively referred to as the Said Unit and the Developer and the Vendor at the request of the Developer and on being assured that the Purchaser will not raise any objection of any nature whatsoever with regard to the right title and interest of the Vendor on the Said Portion and the Said Plan, have agreed to sell and transfer the Said Unit on the terms & conditions mentioned hereinafter.

NOW IT IS HEREBY AGREED AND DECLARED AS FOLLOWS :

1. SUBJECT MATTER OF THE AGREEMENT :

- 1.1. The Developer hereby agrees to allot to the Purchaser for purchase of a Unit more fully described in Part-I of the Fifth Schedule hereto and _____ Car Parking Space(s) more fully described in Part-II of the Fifth Schedule hereto, free from all encumbrances whatsoever at and for the Total Consideration mentioned in Part-I of the Sixth Schedule hereto to be paid by the Purchaser to the Developer in the manner mentioned in Part-II of the Sixth Schedule hereto. **PROVIDED HOWEVER** that the Total Consideration payable by the Purchaser in respect of the Said Unit shall be calculated and/or based on final area calculation of the Said Unit as per certificate of the Architect.
- 1.2. Upon payment of the Total Consideration mentioned in paragraph 1.1 and Extras and Deposits as mentioned in paragraph 4.1 and 4.2 herein, the allotment of the Said Unit in favour of the Purchaser shall be completed, possession shall be delivered and the Developer shall cause the Vendor to execute and register necessary Deed of Conveyance as per draft to be prepared by the Developer's Advocate.
- 1.3. The Purchaser hereby undertakes to make payment to the Developer of all amount(s) mentioned herein as and when due and payable.

2. TITLE AND PLANS :

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

3. MANNER OF COMPLETION :

- 3.1 The Developer shall construct, complete and make habitable **SUBJECT TO** force majeure the Said Unit, more fully described in Part-I and Part-II of the Fifth Schedule hereto and shall install and/or complete the Common Areas more fully described in Part I and Part II of the Second Schedule hereto and according to the specifications more fully described in the Third Schedule hereto.

3.2 The Developer shall allow the Purchaser to inspect the Said Unit at the time of construction during normal business hours **PROVIDED HOWEVER** the Purchaser gives 24 hours prior notice in writing to the Developer of such inspection.

4. EXTRAS AND DEPOSITS :

4.1 In addition to the Total Consideration mentioned in Part I of the Sixth Schedule hereto, the Purchaser shall also pay to the Developer the following cost and charges:

- (a) Rs. 11,000/- per Unit towards legal fees, wholly, at the time of possession.
- (b) Cost for any extra work and/or superior finish to be done in the Said Unit at the request of the Purchaser, wholly.
- (c) Deposit for obtaining electric meter in the Said Unit, wholly.
- (d) Cost for any new/additional facility and/or superior finish over and above those mentioned in the Second Schedule or the Third Schedule hereto to be done in the Block or the Building Complex, proportionately.
- (e) Increase and/or escalation in the cost due to force majeure or for works lying stopped for more than 6 (Six) months, proportionately.
- (f) Sales Tax, Service Tax or any other tax or levy (excluding Income Tax) payable by the Developer for transfer of the Said Unit to the Purchaser, wholly.

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

- (a) Cost of stamp duty, registration charges and miscellaneous expenses (Rs. 5,000/- for each registration) for preparation and registration of documents for effecting sale of the Said Unit in pursuance hereof.
- (b) Rs. 20/- (Twenty) per square feet towards Maintenance Deposit to be transferred to the Maintenance Organisation upon its formation.
- (c) Rs. 30/- (i.e. @ Rs. 2.50 for 12 months) per Square Feet towards Common Expenses to be incurred by the Developer for the management and maintenance of Common Areas for 12 months from the Date of Possession.

5. TIME :

5.1 The Developer shall, endeavour to complete construction of the Said Unit and deliver possession thereof within 36 (thirty six) months from the date of execution of this Agreement or from the date of commencement of construction of respective Block, whichever is later **SUBJECT TO** the Purchaser's fulfilling and observing all the terms & conditions including those relating to the payment of Total Consideration mentioned in paragraph 1.1 and Extras and Deposits mentioned in paragraph 4.1 and 4.2 herein. **PROVIDED HOWEVER** that the Developer shall be entitled to 6(six) months grace period for completing the construction of the Said Unit over and above the said period of 36 (thirty six) months.

5.2 The aforesaid time of completion shall stand extended if the same is delayed due to any force majeure **SUBJECT TO** the Developer's informing the Purchaser about the same.

6. POSSESSION :

- 6.1. Before possession is offered the Developer shall make timely and necessary application(s) to the concerned authorities and/or bodies and shall:
- (a) Obtain completion certificate from the Architect of the Building Complex certifying that the Unit is fit for occupancy and for taking possession.
 - (b) Apply for Occupancy Certificate from the Kolkata Municipal Corporation.
 - (c) Obtain water, drainage, sewerage, electric and other essential services to the Said Unit.
- 6.2. It is however agreed by and between the parties hereto, that the Developer shall not be responsible or accountable or to be held liable for any delay in approving and/or processing of above mentioned application(s) by the concerned authorities and such delays shall not form part of (or included in) the time limit set out in Clause 5.1.
- 6.3. The Purchaser shall unless he/she/they/it takes possession earlier be deemed to have taken possession of the Said Unit upon expiry of 15 (Fifteen) days from the date of notice for delivery of possession by the Developer to the Purchaser, hereinafter called the Date of Possession, irrespective of when the Purchaser takes actual physical possession of the Said Unit. **PROVIDED THAT** such notice for possession shall be issued by the Developer to the Purchaser after complying with its obligations in terms of this Agreement.
- 6.4. The Purchaser agrees to take possession of the Said Unit notwithstanding completion of all Common Areas and/or facilities in all the Blocks. The moment the Unit of the Purchaser shall be habitable for use, the same shall be deemed to have been ready for possession irrespective of whether all the Common Areas and/or facilities and/or erection of other Blocks are complete or not.

7. DOCUMENTS RELATING TO TRANSFER :

- 7.1. Simultaneously with the Purchaser making payment of the Total Consideration and all other amounts due and payable under this Agreement, the Developer shall after obtaining such necessary permission(s) as may be required to be obtained by it, cause the Vendor to execute and register the Deed of Conveyance and other documents for completing the sale and/or transfer of the Said Unit in favour of the Purchaser. **PROVIDED HOWEVER**, simultaneously with the delivery of possession of the Said Unit to the Purchaser, the possession of the undivided proportionate share in the land in the Said Portion and all the rights and properties appurtenant to the Said Unit shall be deemed to have been delivered to the Purchaser and the sale thereof shall be deemed to have been completed on that date.

8. PURCHASER'S OBLIGATION :

- 8.1 It shall be obligation of the Purchaser to :
- (a) Make payment to the Developer of all amounts due and payable and as and when payable under this Agreement.
 - (b) Not to do or cause to be done any act, deed or thing by virtue of which the construction at the Said Portion or of the Said Unit is either hampered, obstructed, delayed or stopped.

8.2 As from the Date of Possession the Purchaser covenants:

- (a) To co-operate with the Developer in the management and maintenance of the new building(s)/Building Complex constructed in the Said Portion and formation of the Association hereinafter referred to as the Maintenance Organisation and the Purchaser and other Co owners of all the Blocks shall become members of such Maintenance Organisation and undertake to pay the share(s) of deposits, subscription and such fees and charges as may be levied and decided by the Developer and/or the Maintenance Organisation.
- (b) To observe the Rules and Regulations framed from time to time either by the Developer or by the Maintenance Organisation for the common purpose/expenses.
- (c) On prior notice to allow the Developer with or without the workmen to enter into the Said Unit for completion, repairs and for the common purpose.
- (d) To pay and bear the Common Expenses more fully described in the Fourth Schedule hereto, electricity and other utility charges and outgoings for the Said Unit, wholly and the Common Areas, proportionately.
- (e) To pay and bear the municipal rates, taxes, levies and other outgoings relating to the new building(s) / Building Complex and/or the Said Portion, proportionately **PROVIDED** the same relate to the period commencing from the Date of Possession till the assessment of the Said Unit as a separate unit.
- (f) To pay and bear the municipal rates, taxes, levies and other outgoings relating to the Said Unit wholly.
- (g) Not to let out or part with possession of the Said Unit before giving prior intimation in writing to the Developer or the Maintenance Organisation of the full particulars of the intended occupant and rent and all other charges and benefits receivable by the Purchaser in respect of the Said Unit (to the extent necessary for assessment of the liability for rates, taxes and other impositions) until separate assessment of the Said Unit (for the purpose of municipal tax) has been done in the name of the Purchaser.
- (h) Not to use the Said Unit or permit the same to be used for any purpose other than **RESIDENTIAL** nor for any illegal or immoral purpose.
- (i) The exterior of the Said Unit shall not be decorated or redecorated otherwise than in the manner agreed to with the Developer in writing and in accordance with the general scheme of the new building(s).
- (j) No external wireless or television antenna shall be erected.
- (k) Not to sub-divide the Said Unit and/or the car parking space.
- (l) To use the car parking space(s) only for the purpose of parking of the cars and not to use the same for any other purpose whatsoever.
- (m) Not to place or store in the Common Areas or in the common corridors any goods or things whatsoever nor erect any cupboard etc.

- (n) To observe and conform to all regulations and restrictions made by the Developer/ Maintenance Organisation (upon its formation) from time to time for the proper management and maintenance of the Building Complex.
- (o) Not to bring or permit to remain upon the Said Unit any machinery, goods or other articles which shall or may strain or damage any part or portion of the Common Areas or the new building(s) or the Said Portion.
- (p) Not to shift or obstruct any windows or lights nor put box grills.
- (q) Not to do or permit any opening, structural change or change in elevation without the consent in writing of the Developer or the Maintenance Organisation.
- (r) Not to throw any rubbish save to such extent and at such place or places as be permitted and specified by the Developer or the Maintenance Organisation.
- (s) Not to do anything whereby the other unit owners or the co-purchasers or the co-transferees are obstructed in or prevented from enjoying their respective units, quietly and exclusively.
- (t) Not to claim any right over the space(s) earmarked and/or reserved by the Developer for open car parking space(s) or for any other common or exclusive purpose.
- (u) To keep the Said Unit in good state of repairs and condition and to carry out necessary repairs or replacements as and when required.
- (v) Not to put any articles including nameplate and letter box save at the place approved or provided therefore by the Developer and/or the Maintenance Organisation.
- (w) Not to bring nor store in the Said Unit any article or substances of combustible inflammable or dangerous nature and to comply with all recommendations of the fire authority as to fire precautions.
- (x) Not to discharge into any serving pipe any oil grease or other material or substances which might be or become a source of danger or injury to the drainage system of the Said Unit or the Building Complex in the Said Portion or any part thereof.
- (y) To observe such other covenants as be deemed reasonable.
- (z) Not to install any air conditioner and/or exhaust fan except at the place(s) previously approved.
- (aa) Not to make any hole either to the beams or to the pillars nor put any weight/load on the beams and pillars.

8.3 The Purchaser shall pay punctually and regularly the Common Expenses from the Date of Possession to the Developer/Maintenance Organisation based on the area of the Said Unit. Till such time the Maintenance Organisation is formed by the Developer, the Developer shall manage and maintain the Building Complex, for which service, the Purchaser shall pay to the Developer a fixed charge of Rs. 2.50p per square feet per month.

8.4 At or before the Date of Possession, the Purchaser shall pay the Total Consideration as mentioned in Part I of the Sixth Schedule and also pay the Extras and Deposits as mentioned in paragraph 4.1 and 4.2 herein to the Developer and until payment of the said sums are made by the Purchaser, the Developer shall not be liable to deliver possession of the Said Unit to the Purchaser.

- 8.5 The amounts of deposit(s) as mentioned in paragraph 4.1 and 4.2 herein shall not carry any interest and shall be utilised for the purpose for which the deposit is taken by the Developer. After the formation of the Maintenance Organisation, the Developer shall transfer the amount of Maintenance Deposit to the Maintenance Organisation after deducting the actual amount outstanding and receivable from the Purchaser. The account to be submitted by the Developer shall be final conclusive and binding on the Purchaser and he/she/they/it shall not be entitled to challenge and dispute the same.
- 8.6 The Purchaser shall pay the Common Expenses more fully described in the Fourth Schedule, electricity charges, municipal taxes, multi storied building and other taxes and all other outgoings relating to the Building Complex and/or the Said Portion regularly, punctually and within the time to be specified by the Developer and/or the Maintenance Organisation. In case the Purchaser fails and/or neglects to pay then the Purchaser shall be liable to pay interest @ 1.5% per month on the outstanding sum(s) to be calculated from the expiry of the date it becomes due to the date of actual payment and at the discretion of the Developer/Maintenance Organisation shall not be entitled to use all such Common Areas until and unless all the dues inclusive of interest have been paid.

9. DEFAULTS:

- 9.1 In the event the Purchaser fails to make timely payment and/or neglects to perform any of the covenants mentioned in this Agreement, this Agreement shall stand cancelled and/or rescinded at the option of the Developer and the Developer shall refund the amount paid by the Purchaser after deducting 10% of the total consideration of the flat or Rs. 25,000/- whichever is higher within 45 (fortyfive) days from the date of notice of termination and the Developer shall have the right to deal with and/or dispose of the Said Unit in any manner whatsoever WITHOUT ANY OBSTRUCTION OR HINDRANCE FROM THE PURCHASER. In the event the Developer condones the cancellation of this Agreement due to delay in payment, the Purchaser shall be liable to pay interest @1.5% per month to be compounded monthly on the amount due, from the date it becomes due till the date of actual payment. However, it is made absolutely clear that right of condonation is exclusively vested in the Developer.
- 9.2 In case the Developer, in spite of the Purchaser making full payment along with interest, if any, becoming due, fails to give possession of the Said Unit duly completed by the date specified hereinbefore or the further date mutually agreed upon by and between the Developer and the Purchaser or is unable for reasons beyond its control to give possession of the Said Unit by the date specified or by the further date agreed to by and between the Developer and the Purchaser and a period of three months thereafter or a further period of three months, if reasons still exist, has elapsed, the Developer shall, on demand by the Purchaser refund the amount already received by it in respect of the Said Unit with simple interest within 3(three) months from the date, the option is exercised by the Purchaser at Savings Bank rate of State Bank of India.

10. RESIDENTS' CLUB :

- 10.1 A specified space in the project land shall be earmarked by the Developer for establishing and constructing a recreational club. The name of the club shall be **ALTITUDE**.
- 10.2 The club area shall have recreational facilities, such as, Swimming Pool, Health Club, Indoor Games Room, Gymnasium, Community Hall, Recreational Centre and other facilities.

- 10.3 The ownership of the club including movable and immovable assets and all other properties appertaining thereto shall remain the absolute property of the Purchaser and/or Unit holders, proportionately.
- 10.4 The club shall be managed by the Developer initially and thereafter by the Maintenance Organization.
- 10.5 The Developer will be entitled to make rules of the management, maintenance and general administration of the club.
- 10.6 The Purchaser agrees to pay the monthly subscription for club membership as may be fixed by the Developer and/or club management.
- 10.7 In case of resale of the Unit of the Purchaser, the new Purchaser will automatically become a member of the club based on the ownership of the Unit purchased by him/her/them/it against payment of some prescribed fees fixed by the club management from time to time.

11. MISCELLANEOUS :

- 11.1 The name of the Building Complex in the Said Portion shall be **IDEAL HEIGHTS** and that of the 4(Four) Blocks shall be **(A) CIRRUS (B) STRATUS (C) NIMBUS** and **(D) CUMULUS** and such name(s) shall not be changed at any time.
- 11.2 The open areas in the Building Complex in the Said Portion (including all car parking spaces) not required for ingress to or egress from the Said Unit and/or the areas which do not form part of the Common Areas will be the exclusive property of the Developer with absolute right to sell, transfer and/or otherwise dispose of the same or any part thereof.
- 11.3 Notwithstanding what has been contained in this Agreement, the Purchaser's right is confined to the Said Unit absolutely with a free right to ingress to and egress from the Said Unit and further right on the undivided proportionate impartible share in the land in the Said Portion as shown in the annexed Plan without having any right on any future sanction that may be given on the Said Portion by the Kolkata Municipal Corporation, whether on the existing buildings or otherwise.
- 11.4 The Purchaser hereby confirms, assures and affirms that he/she/they/it will not put any obstruction of any nature whatsoever or howsoever on the construction that may be made by the Developer in case further sanction is given by the Kolkata Municipal Corporation on the Said Portion nor on sale of these additional areas to third parties. The Purchaser is neither entitled to nor eligible in any manner whatsoever to any right or interest in or on any subsequent sanction that may be given by the Kolkata Municipal Corporation on the Said Portion and constructions to be made thereon. The Developer shall have the exclusive right over all further constructions on the basis of any such further sanction by the Kolkata Municipal Corporation.
- 11.5 Before the execution and registration of the conveyance deed for the Said Unit, the Purchaser will be at liberty to nominate, assign and/or transfer his/her/their/its right title interest and obligations under this Agreement to any person on such terms and conditions as the Purchaser shall deem fit **SUBJECT TO** the covenant by the nominee that the nominee will obey the terms of this Agreement executed by and between the Developer and the Purchaser **AND ALSO SUBJECT TO** the following conditions :
- (a) The Purchaser makes payment of all dues of the Developer in terms of this Agreement up to the time of nomination;

- (b) The Purchaser obtains permission of the Developer and the Developer joins the Nomination Agreement as a Confirming Party;
 - (c) The Purchaser pays the sum calculated @ Rs. 25/- (Rupees Twenty Five) per square feet as and by way of nomination fees to the Developer.
- 11.6 Total Consideration and Extras & Deposit shall be payable by the Purchaser to the Developer on super built up area of the Said Unit and the built up area will be 27% less than the super built up area.
- 11.7 All documents of every nature whatsoever or howsoever relating to and touching with the Said Unit and/or the Said Premises or the Said Portion shall be drafted and finalised by Sri Utpal Majumdar, Advocate of 7C, Kiran Shankar Roy Road, Kolkata-700 001.
- 11.8 In all matters relating to construction, measurement and specification, decision of the Architect shall be final and binding on the parties.
- 11.9 Car Parking Space(s), if not earlier identified for the unit holders, shall be identified for the unit holders before handing over possession of the Said Unit and decision of the Developer in the matter of identification of individual Car Parking Space shall always be treated as final and the Purchaser shall not raise any dispute with regard to such identification or allotment.
- 11.10 Notwithstanding what has been stated elsewhere in this Agreement it is made abundantly clear that the right, title and interest of the Purchaser is confined only to the Said Unit and the Developer is entitled to sell and/or dispose of all other portions of the Said Portion to any third party at its sole discretion and to which the Purchaser under no circumstances shall be entitled to raise any objection therefore.
- 11.11 Natural materials like marble, granite, wood, sandstone etc. contain veins with inherent structural differences, as a result of which colour and marking caused by their mineral complex composition, cracks, inherent impurities are likely to occur. While the Developer shall take every care to ensure construction and completion of the Said Unit as per specifications mentioned herein, the Developer shall not be responsible or accountable for cracks, discolouring or deterioration in the quality of such natural materials.

12. FORCE MAJEURE:

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

13. WAIVER :

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

14. NOTICES :

14.1 All notices to be served hereunder by any one of the parties on the other party by registered post with acknowledgement due card and/or under certificate of posting and/or courier services shall be deemed to have been served at the address of the other party mentioned hereinabove or hereafter notified in writing, irrespective of any change of address or return of the cover sent by registered post without the same being served. Similarly, any notice to be served through fax shall also be treated as validly served if the fax number of the concerned party is correct. None of the parties shall raise any objection as to service of notices served as aforesaid.

15. ARBITRATION :

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

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

16. MODIFICATION OF THE AGREEMENT :

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

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

17. JURISDICTION :

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

THE FIRST SCHEDULE ABOVE REFERRED TO :
PART-I
(THE SAID PREMISES)

ALL THAT the land with building, structures and dwelling units thereon, ad-measuring an area of 21 (twenty one) Bighas, 4 (Four) Cottahs, 11 (Eleven) Chitacks and 35 (Thirtyfive) square feet, lying at and being Municipal premises No.302, Acharya Prafulla Chandra Road, Kolkata-700 009, Police Station – Narkeldanga, Sub-Registry Sealdah, within Ward No.36 of the Kolkata Municipal Corporation, delineated on the Plan annexed hereto and bordered in colour **RED** thereon and butted and bounded as follows:

- ON THE NORTH** : By Premises No. 301/3, Acharya Prafulla Chandra Road.
- ON THE EAST** : By Premises No.146, 192 and 89T, Kaiser Street.
- ON THE SOUTH** : By Premises No. 302/2, Acharya Prafulla Chandra Road and Premises No.131A, Kaiser Street.
- ON THE WEST** : By Municipal road named Acharya Prafulla Chandra Road.

PART-II
(THE SAID PORTION)

ALL THAT the divided and demarcated portion of the Said Premises described in Part I of the First Schedule above, being municipal premises No.302, Acharya Prafulla Chandra Road, Kolkata-700 009, admeasuring 15 (Fifteen) Bighas 5 (Five) Cottah 7 (Seven) Chittack and 3 (Three) square feet, P.S. Narkeldanga, Sub-Registry Sealdah, within Ward No.36 of the Kolkata Municipal Corporation, delineated on the Plan annexed hereto and bordered in colour **GREEN** thereon and butted and bounded as follows:

- ON THE NORTH** : Partly by Premises No.301/3, Acharya Prafulla Chandra Road and partly by balance portion of premises No.302, Acharya Prafulla Chandra Road
- ON THE EAST** : By premises No.146, 192 and 89T, Kaiser Street
- ON THE SOUTH** : By premises No.302/2, Acharya Prafulla Chandra Road and premises No.131A, Kaiser Street.
- ON THE WEST** : By Municipal road named Acharya Prafulla Chandra Road.

THE SECOND SCHEDULE ABOVE REFERRED TO
(COMMON AREAS)
PART I
(BLOCK COMMON AREAS)

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

1. AREAS:

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

- (e) Common staff toilet in the ground floor of the Block.
- (f) Ultimate/Top roof above the top floor of the block.

2. WATER AND PLUMBING:

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

3. ELECTRICAL & MISCELLANEOUS INSTALLATIONS:

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

4. OTHERS:

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

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

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

1. AREAS :

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

2. WATER AND PLUMBING :

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

3. ELECTRICAL AND MISCELLANEOUS INSTALLATIONS :

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

4. RESIDENTS' CLUB :

- (a) Space for community hall.
- (b) Health club with well equipped gymnasium.
- (c) Swimming Pool.
- (d) Indoor Games room.
- (e) Jogging track.
- (f) Landscaped garden and children's play area.

5. OTHERS :

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

**THE THIRD SCHEDULE ABOVE REFERRED TO :
(SPECIFICATIONS)**

SUPERSTRUCTURE :

- RCC structure

WALLS :

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

WINDOWS :

- Aluminium windows with grill.

DOORS :

- Flush doors with Accessories.

KITCHEN :

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

TOILETS :

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

FLOORING :

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

ELECTRICALS :

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

WATER SUPPLY /SEWERAGE SYSTEM :

- 24 hours water supply.
- Sewerage/Drainage system from the Block to the main sewerage system.

**THE FOURTH SCHEDULE ABOVE REFERRED TO :
(COMMON EXPENSES)**

- 1. MAINTENANCE :**
All costs and expenses of maintaining, painting, decorating, repairing, replacing, redecorating, rebuilding, lighting and renovating the Common Areas including all exterior and interior walls (but not inside any Unit) and in particular the roof to the extent of leakage from the upper floors.
- 2. OPERATIONAL:**
All expenses (including licence fees, taxes and levies, if any) for running and operating all machineries, equipments and installations comprised in the Common Areas including transformer, generator, lift, water pump and light etc. and also the costs of repairing renovating and replacing the same.
- 3. STAFF:**
The salaries and all other expenses of the staff to be employed for the common purposes (including for the running of the Residents' Club) viz. manager, caretaker, security personnel and other maintenance persons including their bonus and other emoluments and benefits.
- 4. CLUB EXPENSES:**
All costs and expenses for the maintenance, renovation, building, rebuilding, up keep and running of all the facilities of the Residents' Club net of receipts on account of fees and charges (except admission fees, if any).
- 5. TAXES & LEVIES :**
Municipal rates, taxes and levies and all other outgoings for the Common Areas (including running of the Residents' Club) or for the Said Portion or for the Building Complex **SAVE** the taxes determined and payable by the Unit Owners for their respective Units upon separate assessment.
- 6. MAINTENANCE ORGANISATION:**
Establishment and all other expenses of the Maintenance Organisation or any agency looking after the Common Areas.
- 7. RESERVES:**
Creation of funds for replacement, renovation and/or other periodic expenses.
- 8. FACILITIES:**
All costs and expenses incurred for the installation, maintenance, upkeep and running of the facilities as more fully described in Part I and Part-II of the Second Schedule.
- 9. OTHERS:**
All other expenses and/or outgoings as may be determined by the Developer/Maintenance Organisation for the common purposes.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:
PART -I
(THE SAID UNIT)**

ALL THAT the flat/apartment being **Unit No.** _____ **on the** _____ **floor** of **Block** named _____ of the Building Complex named **IDEAL HEIGHTS**, having a Built-up area of _____ (_____) square feet, more or less delineated on the **MAP** annexed hereto, marked "B" and bordered **GREEN** thereon **TOGETHER WITH** undivided impartible proportionate share in the land comprised in the Said Portion more fully described in Part-II of the First Schedule and **ALSO TOGETHER WITH** undivided proportionate share/interest in the Common Areas comprised in the Building Complex more fully described in Part-I & Part-II of the Second Schedule.

**PART II
(THE CAR PARKING SPACE)**

ALL THAT _____ (_____) covered/open space for parking of medium sized motor car being no. _____ in the Basement/Ground floor of Block named _____ or in the open space of the Said Portion, delineated on the MAP annexed hereto, marked "B" and bordered **GREEN** thereon.

**THE SIXTH SCHEDULE ABOVE REFERRED TO :
PART - I
(TOTAL CONSIDERATION)**

The Consideration for sale of the Said Flat And Appurtenances is as below :

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

(Rupees _____
_____)

**PART – II
(MODE OF PAYMENT OF THE TOTAL CONSIDERATION)**

- | | |
|--|--------------------|
| 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. On delivery of possession of the Said Unit | Rs. _____
_____ |
| Total : | Rs. _____
===== |

(Rupees _____
_____)

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

SIGNED SEALED AND DELIVERED

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

SIGNED SEALED AND DELIVERED

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

SIGNED SEALED AND DELIVERED

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