



# IDEAL AQUAVIEW

Block Name GARDNET

Flat No. GROUND 2

*Suzon Agamal .*

APPNO - 7722614122

NAME - SONAL AGARWAL

CA/10/91

# IDEAL AQUAVIEW

AGREEMENT FOR

FLAT NO. GEMINO C BLOCK GARNET

BETWEEN

IDEAL REAL ESTATES PRIVATE LIMITED & OTHERS  
OWNERS

AND

MR. BUYASH AGARWAL AND ANR

BUYER

I = Initial Signature of both applicants  
F51 = First " " 1st "  
F52 = " " 2nd "

R. Ginodia & Co.  
Advocates  
7C, Kiran Shankar Roy Road,  
Kolkata 700 001.

*Buyash Agarwal.*



पश्चिम बंगाल WEST BENGAL

21AB 477786

AGREEMENT

1. Date: 21/09/2018
2. Place: Kolkata
3. Parties

*Handwritten signatures and initials:*  
\* *Signature*  
\* *Signature*  
\* *Signature*

*Handwritten signatures and initials:*  
\* *Signature*  
\* *Signature*

*Signature Agreement.*

- 3.1.1 EMPEROR RESIDENCY PRIVATE LIMITED (PAN AADCE2927J);
- 3.1.2 GREENVIEW INFRAABASAN PRIVATE LIMITED (PAN AAFCG4031K);
- 3.1.3 GREENVIEW INFRANIKETAN PRIVATE LIMITED (PAN AAFCG4046A);
- 3.1.4 EMPEROR HIRISE PRIVATE LIMITED (PAN AADCE2924M);
- 3.1.5 GREENVIEW ENCLAVE PRIVATE LIMITED (PAN AAFCG2880G);
- 3.1.6 GREENVIEW INFRANIRMAN PRIVATE LIMITED (PAN AAFCG4037R);
- 3.1.7 EXULT APARTMENTS PRIVATE LIMITED (PAN AABCE8719Q);
- 3.1.8 EXULT INFRASTRUCTURE PRIVATE LIMITED (PAN AABCE8797L);
- 3.1.9 EXULT SHELTERS PRIVATE LIMITED (PAN AABCE8799E);
- 3.1.10 EXULT REAL ESTATES & DEVELOPERS PRIVATE LIMITED (PAN AABCE8717A);
- 3.1.11 EXULT CONSTRUCTIONS PRIVATE LIMITED (PAN AABCE8802C);
- 3.1.12 EXULT RESIDENCY PRIVATE LIMITED (PAN AABCE8800A);
- 3.1.13 GREENVIEW AWAS PRIVATE LIMITED (PAN AAFCG4033M);
- 3.1.14 EXULT REAL ESTATES CONSULTANTS PRIVATE LIMITED (PAN AABCE9022G);
- 3.1.15 EXULT REAL ESTATES AGENTS PRIVATE LIMITED (PAN AABCE9021F);
- 3.1.16 EXULT TRANSPORT PRIVATE LIMITED (PAN AABCE8793F);
- 3.1.17 EXULT BUILDERS PRIVATE LIMITED (PAN AABCE8718R);
- 3.1.18 GREENVIEW GARDEN PRIVATE LIMITED (PAN AAFCG3868E);
- 3.1.19 GREENVIEW KUTIR PRIVATE LIMITED (PAN AAFCG3872J);
- 3.1.20 GREENVIEW MANSIONS PRIVATE LIMITED (PAN AAFCG3870L);
- 3.1.21 GREENVIEW HOSPITALITY PRIVATE LIMITED (PAN AAFCG4034N);
- 3.1.22 GREENVIEW INFRAHOMES PRIVATE LIMITED (PAN AAFCG3874Q);
- 3.1.23 GREENVIEW PROCON PRIVATE LIMITED (PAN AAFCG4041H);
- 3.1.24 GREENVIEW INFRABUILD PRIVATE LIMITED (PAN AAFCG4039B);
- 3.1.25 GREENVIEW INFRAAWAS PRIVATE LIMITED (PAN AAFCG4038A);
- 3.1.26 GREENVIEW NIWAS PRIVATE LIMITED (PAN AAFCG3875R);

SI - [Signature]

Sugan Aggarwal.

- 3.1.27 EXULT ENCLAVE PRIVATE LIMITED (PAN AABCE9879K);
- 3.1.28 GREENVIEW INFRAHOUSING PRIVATE LIMITED (PAN AAFCG3876N);
- 3.1.29 GREENVIEW INFRAREALTORS PRIVATE LIMITED (PAN AAFCG3871M);
- 3.1.30 EXULT BUILDCON PRIVATE LIMITED (PAN AABCE9881D);
- 3.1.31 EXULT HOMES PRIVATE LIMITED (PAN AABCE9875F);
- 3.1.32 GREENVIEW INFRAESTATES PRIVATE LIMITED (PAN AAFCG 3873K);
- 3.1.33 IDEAL REALCON PRIVATE LIMITED (PAN AABCI9805K);
- 3.1.34 IDEAL CARRIERS & LOGISTICS PRIVATE LIMITED (PAN AABCI9001P);
- 3.1.35 IDEAL INFRALOGISTICS PRIVATE LIMITED (PAN AABCI9003R);
- 3.1.36 GREENVIEW SHELTERS PRIVATE LIMITED (PAN AAFCG3878C);
- 3.1.37 EXULT HEIGHTS PRIVATE LIMITED (PAN AABCE9876G);
- 3.1.38 EXULT NIRMAN PRIVATE LIMITED (PAN AABCE9876J);
- 3.1.39 IDEAL DEVCON PRIVATE LIMITED (PAN AABCI9261K);
- 3.1.40 GREENVIEW COMPLEX PRIVATE LIMITED (PAN AAFCG3869F);
- 3.1.41 GREENVIEW DEVCON PRIVATE LIMITED (PAN AAFCG4047B);
- 3.1.42 GREENVIEW COLONIZERS PRIVATE LIMITED (PAN AAFCG4045D);
- 3.1.43 IDEAL INFRABUILD PRIVATE LIMITED (PAN AABCI9004J);
- 3.1.44 DDIN HOUSING PROJECTS PRIVATE LIMITED (PAN AAACO2901R);
- 3.1.45 EXULT ESTATES PRIVATE LIMITED (PAN AABCE9880C);
- 3.1.46 IDEAL AWAS PRIVATE LIMITED (PAN AABCI9854N);
- 3.1.47 GREENVIEW PLAZA PRIVATE LIMITED (PAN AAFCG4042E);
- 3.1.48 EMPEROR PROMOTERS PRIVATE LIMITED (PAN AADCE2919A);
- 3.1.49 GREENVIEW ABASAN PRIVATE LIMITED (PAN AAFCG4036Q);
- 3.1.50 IDEAL NICE PLAZA PRIVATE LIMITED (PAN AABCI9874J);
- 3.1.51 IDEAL MARRYGOLD HIGHRISE PRIVATE LIMITED (PAN AABCI9855P);
- 3.1.52 IDEAL ORCHID NIRMAN PRIVATE LIMITED (PAN AABCI9856Q);
- 3.1.53 IDEAL SILVERLINE BUILDCON PRIVATE LIMITED (PAN AABCI9876L);

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- 3.1.54 IDEAL NIWAS PRIVATE LIMITED (PAN AACCI0398C);
- 3.1.55 IDEAL ROSE DEVELOPERS PRIVATE LIMITED (PAN AABC19857R);
- 3.1.56 GREENVIEW COTTAGE PRIVATE LIMITED (PAN AAFCG4044C);
- 3.1.57 GREENVIEW HEIGHTS PRIVATE LIMITED (PAN AAFCG3877P);
- 3.1.58 GREENVIEW INFRA LOGISTICS PRIVATE LIMITED (PAN AAFCG4040G);
- 3.1.59 ANJANI PROPERTIES PRIVATE LIMITED (PAN AAECA3975F);
- 3.1.60 EMPEROR APPARTMENTS PRIVATE LIMITED (PAN AADCE2926H);
- 3.1.61 EMPEROR AWAS PRIVATE LIMITED (PAN AADCE2920R);
- 3.1.62 EMPEROR COMPLEX PRIVATE LIMITED (PAN AADCE2916R);
- 3.1.63 EMPEROR CONCLAVE PRIVATE LIMITED (PAN AADCE2915N);
- 3.1.64 EMPEROR HOMES PRIVATE LIMITED (PAN AADCE3282E);
- 3.1.65 GREENVIEW NIRMAN PVT. LTD. (PAN AAFCG2778P);
- 3.1.66 EMPEROR ABASAN PRIVATE LIMITED (PAN AADCE3280G);
- 3.1.67 IDEAL RESIDENCY MANAGEMENT & SERVICE PVT. LTD., (PAN AABC16088Q);
- 3.1.68 EMPEROR INFRA PROJECTS PRIVATE LIMITED (PAN AADCE2921Q);
- 3.1.69 EMPEROR MANSSION PRIVATE LIMITED (PAN AADCE2926K);
- 3.1.70 EMPEROR TOWERS PRIVATE LIMITED (PAN AADCE2931N);
- 3.1.71 EXULT PLAZA PRIVATE LIMITED (PAN AABCE6801B);
- 3.1.72 EXULT PROPERTIES PRIVATE LIMITED (PAN AACCE2077N);
- 3.1.73 EXULT RETREAT PRIVATE LIMITED (PAN AADCE2763N);
- 3.1.74 EXULT ROAD HOUSE PRIVATE LIMITED, (PAN AADCE2812J);
- 3.1.75 GREENVIEW INFRA PROPERTIES PRIVATE LIMITED, (PAN AAFCG4032L);
- 3.1.76 EXULT MOTEL PRIVATE LIMITED (PAN AADCE2773L);
- 3.1.77 IDEAL ABASAN PRIVATE LIMITED (PAN AABC19853M);
- 3.1.78 IDEAL APARTMENTS PRIVATE LIMITED (PAN AAAF17024G);
- 3.1.79 IDEAL GRACE INFRA CON PRIVATE LIMITED (PAN AACCI0241E);
- 3.1.80 IDEAL JASMINE NIWAS PRIVATE LIMITED (PAN AACCI0240F);
- 3.1.81 IDEAL RICE PROJECTS PRIVATE LIMITED (PAN AABC17600E);

*I. S. Aggarwal*

*I. S. Aggarwal.*

**3.1.82 IDEAL SAYONARA TOWERS PRIVATE LIMITED (PAN AABC19875K)**

All the aforesaid companies (Owner Nos. 3.1.1 to 3.1.82) are companies within the meaning of the Companies Act, 2013 having their respective registered offices at 50, Jawahar Lal Nehru Road, Post Office Little Russel Street, Police Station Shakespeare Sarani, Kolkata-700071, District Kolkata and all being represented by their authorized signatory Mr. Ravi Kumar Daruka (PAN : AYGPD5744C), son of Mr. Shiv Kumar Daruka, an Indian National, by faith Hindu, by occupation Service of 50, Jawahar Lal Nehru Road, Post Office Little Russel Street, Police Station Shakespeare Sarani, Kolkata - 700071, District Kolkata

**3.1.83 SRAWAN KUMAR HIMATSINGKA (PAN AAPPHT844E)** son of Late DN Himatsingka, an Indian Citizen, by faith Hindu, by occupation Business, Residing at 20 Mandeville Gardens, Police Station Gariahat, Post Office Ballygunge, Kolkata-700019;

**3.1.84 SMT. KANAK HIMATSINGKA (PAN AAPPHT843D)** wife of Srawan Kumar Himatsingka, Residing at 20 Mandeville Gardens, Police Station Gariahat, Post Office Ballygunge, Kolkata-700 019;

**3.1.85 NAKUL HIMATSINGKA (PAN AAPPHT846G)** son of Shri S. K. Himatsingka, an Indian Citizen, by faith Hindu, by occupation Business, Residing at 20 Mandeville Gardens, Police Station Gariahat, Post Office Ballygunge, Kolkata-700 019;

**3.1.86 DIVYA HIMATSINGKA, (PAN AEAPG8715N)** wife of Sri Nakul Himatsingka, by faith Hindu, by occupation Business, residing at 20, Mandeville Gardens, P.O. Ballygunge, P.S. Gariahat, Kolkata- 700019.

Owner Nos. 3.1.83 to 3.1.86 being represented by their Constituted Attorney Mr. Ravi Kumar Daruka (PAN: AYGPD5744C), son of Mr. Shiv Kumar Daruka, an Indian National, by faith Hindu, by occupation Service of 50, Jawahar Lal Nehru Road, Post Office Little Russel Street, Police Station Shakespeare Sarani, Kolkata - 700071, District Kolkata

(collectively Owners, includes their respective successors-in-interest and assigns in case of companies and their respective heirs, successors, executors, administrators, legal representative and assigns in case of individuals)

And

**3.2 IDEAL: IDEAL REAL ESTATES PRIVATE LIMITED, [PAN AAACD9025H]** is company within the meaning of the Companies Act, 2013, having its registered office at 50, Jawahar Lal Nehru Road, Post Office Little Russel Street, Police Station Shakespeare Sarani, Kolkata-700071 represented by its Authorized Signatory Mr. Ravi Kumar Daruka (PAN : AYGPD5744C), son of Mr. Shiv Kumar Daruka, an Indian National, by faith Hindu, by occupation Service, working for gain at Ideal, 50, Jawahar Lal Nehru Road, Post Office Little Russel Street, Police Station Shakespeare Sarani, Kolkata - 700071, District Kolkata

(Ideal, includes successors-in-interest and assigns)

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I S  
Ravi Kumar Daruka

Singor Agreement.

And

- 3.3 Buyer: Mr. Suyash Agarwal son of Sushil Kumar Agarwal and Mrs. Sushil Agarwal wife of Suyash Agarwal both residing at Flat-22D, Primo-A, Swan Court, New Town, Kolkata - 700160

(Buyer, includes successors-in-interest and permitted assigns).

Owners, Ideal and Buyer are hereinafter referred to as such or as Party and collectively as Parties.

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

4. Subject Matter of Agreement

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

4.1.1 **Said Flat:** The residential flat described in Part I of the 2<sup>nd</sup> Schedule below (Said Flat), in the Block named therein (Said Block) forming part of the cluster of buildings to be comprised in the Said Complex (defined in Clause 5.2 below) to be constructed on All That the pieces and parcels of land measuring about 609.015 Decimals (equivalent to about 388.48 cottahs) and 276.427 Decimals (equivalent to about 167.514 cottahs) together aggregating about 884.442 Decimals (equivalent to about 535.994 cottahs) with structures thereon and comprised in Dag Nos. 489, 490, 491, 492, 548, 550, 551, 552, 553, 555 and 561 in Mouza Mahishbathan under J. L. No. 18 and in Dag Nos. 852 and 918 in Mouza Thakdar under J. L. No. 18, both within jurisdiction of P. S. Salt Lake Electronics Complex (previously Bidhannagar East), within Ward No. 28 of Bidhannagar Municipal Corporation and now allotted Provisional Holding no. 001 by Bidhannagar Municipal Corporation, District North 24-Parganas, Pin - 700 102, described in Part I of the 1<sup>st</sup> Schedule below (Said Property).

4.1.2 **Land Share:** Undivided, impartible, proportionate and variable share in the land contained in the Said Property, as be attributable and appurtenant to the Said Flat (Land Share). The Land Share shall be the proportion which the carpet area of the Said Flat bears to the total carpet area of all the Flats in the Said Property.

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

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

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

5. Background

*I, Suyash Agarwal*

*Suyash Agarwal*



- 5.1 **Ownership and Title of Said Property:** By virtue of the events and in the circumstances mentioned in Part II of the 1<sup>st</sup> Schedule below (Devolution of Title), the Owners are the joint absolute owners of the Said Property, free from all encumbrances.
- 5.2 **Development in Phases:** Ideal has formulated a scheme for the development of several clusters of buildings primarily for residential purpose in the Project named "Ideal Aquaview" (collectively Said Complex), sale of various flats/spaces, with or without car parking space/s and other appurtenances (collectively Flats And Appurtenances) in the Said Complex and usages of common portions and utilities at the Said Complex as summarized below. Such development is proposed to be made in phases and for such purpose Ideal has entered into and/or intends to enter into agreements in respect of several plots of lands in phases for development of the Said Complex in phases in accordance with the sanctioned building plans that would be issued phase wise. It is clarified that such intention of Ideal to have more than one phase in the Project is not an obligation of Ideal towards anyone but is a right which may be exercised by Ideal at its discretion.
- 5.3 **Phase-I, Phase II and Phase III of the said Complex:** Ideal is developing the said Property in two phases being Phase I and Phase II. Phase III is intended to comprise of several new buildings that may be sanctioned /permitted as per the Floor Area Ratio (FAR) permissible from time to time in respect of additional lands contiguous and/or adjacent to the said Property as also the additional/further Floor Area Ratio (FAR) permissible from time to time in respect of the said Property including any additional FAR that may be sanctioned /permitted due to green building certification and/or other factors, etc. and such new buildings may be constructed on such additional lands and/or any portion of the land comprised in the said Property, that is land used for Phase I and/or Phase II.
- 5.4 **Sanctioned Plans:** A Building Plan was sanctioned by Bidhannagar Municipal Corporation being Building Permit No. A/BM/623 dated 01.11.2013 and the same has been modified by Building Permit No. BMC/BN/A/623(1/12)R dated 01.11.2017 (Sanctioned Plans), and the same shall include all sanctionable/permissible modifications made thereto, if any, from time to time. Ideal shall be entitled at its option to either apply for a new independent sanctioned plan for Phase III for the purpose of construction of new buildings on any part of the said Property and utilize the entire sanctionable/permissible FAR in respect of the said Property and every portion thereof including any additional FAR that may be permissible / sanctionable due to green building certification and/or other factors, etc. in respect of the buildings already constructed and/or the new buildings to be constructed or to get the Sanctioned Plans modified and/or revised for such purpose or to get a new composite plan sanctioned for all three Phases for such purpose.
- 5.5 **Agreement between Owners and Ideal:** By and under several Agreements (collectively "Said Agreements") the Owners have, inter alia, authorized Ideal to develop, build upon, construct and sell various Flats And Appurtenances to be constructed on the said Property to the prospective buyers (Transferees) on the terms and conditions recorded therein. It has been agreed in the Said Agreements that Ideal alone shall be entitled to receive all consideration from the Transferees. Ideal is solely liable for payment of the amounts to the Owners under the Said Agreements.

*I. K. Roy*  
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*Sujon Agreem.*

5.6 **Future Phases:** Ideal has negotiated with other land owners owning lands adjacent to and/or in the vicinity of the said Property and upon agreements being entered into in respect of a reasonable sized land parcel, Ideal intends to apply for the sanctioned building plan consisting of individual Blocks and common portions and amenities as may be decided by Ideal to be developed and provided by Ideal in successive phases of the Said Complex (collectively "Future Phases"). In respect of the Future Phases, Ideal shall be entitled to make such constructions, additions, alterations, modifications, etc. in the Said Property and the Common Portions comprised therein as it may deem necessary for this purpose including demolishing/removing/ constructing any portion of any boundary walls and connecting utilities like water, sewerage, drainage, electricity, telephone, cable, etc. Ideal shall also be entitled to provide and/or make available the Common Portions (including the Residents' Club being constructed on the Said Property) and all facilities in the Said Property to the Transferees of the Future Phases of the said Complex. The Transferees of the Future Phases shall also be entitled to become members of the Residents' Club being constructed on the Said Property and shall have similar rights and obligations regarding the same. The Transferees of the Future Phases shall have the undivided, impartible, proportionate and variable share in the land as comprised in such future Phase of the Said Complex, as is attributable to each individual Flat. However, the common portions and utilities developed and provided in the Said Complex by Ideal shall be used and enjoyed by the Transferees of each Phase including the Future Phases in the manner and as per rules provided herein or as may be framed by Ideal and/or the Association from time to time. The Transferees (including the Buyer) and/or the Association shall not be entitled to interfere with or obstruct or hinder in any manner the development and/or sale of any of the Future Phases.

5.7 **Buyer's Consent to Phase III and Future Phases:** The Buyer confirms having unconditionally and irrevocably consented to and hereby again unconditionally and irrevocably consents to all provisions relating to Phase III and the Future Phases including Clause 5.3, 5.4 and 5.6 above and agrees and undertakes, not to create any obstruction or hindrance, directly or indirectly or through the Association regarding the same irrespective of any inconveniences, temporary or otherwise.

5.8 **Agreement to Record:** Pursuant to the aforesaid, the Buyer has approached Ideal for being allotted for purchase the Said Flat And Appurtenances and Ideal has agreed to make such allotment and in furtherance thereof the Parties are entering into this Agreement for recording the conclusive and comprehensive agreed terms and conditions (superseding of brochures, offerings, advertisements, documents and understandings) for allotment and sale of the Said Flat And Appurtenances to the Buyer.

## 6. Conditions Precedent

6.1 **Acceptance of Conditions Precedent:** The Parties have accepted and agreed that the following are and shall be the conditions precedent to this Agreement:

6.1.1 **Understanding of Scheme by Buyer:** The undertaking and covenant of the Buyer that the Buyer has understood and accepted the scheme of development of the Said Property, including the following:

(a) **Extent of Rights:** The rights of the Buyer are limited to ownership of (1) the Said Flat (2) the Land Share (3) the Share in Common Portions and (4) the Parking Space, if any, and the Buyer hereby accepts the same and the

*I [Signature]*

*Sushil Agarwal.*

Buyer shall not, under any circumstances, raise any claim or reservation contrary to the above and also waives the right, if any, to do so.

- (b) **Phase-wise Development:** Ideal intends to develop the Said Complex in different phases over a period of time (collectively Phases) as mentioned in Clauses 5.2, 5.3, 5.4, 5.6 and 5.7 which are deemed to be incorporated in this Clause. The Buyer hereby unconditionally and irrevocably accepts the same and covenants not to raise any objection or hindrance whatsoever thereto, under any circumstances.
- (c) **Sanctioned Plans Relate Only to Phase I and Phase II of the Said Property (part of Said Complex):** In pursuance of the intention mentioned in Clause 6.1.1 (b) above, the Sanctioned Plans have been sanctioned by Bidhannagar Municipal Corporation and other concerned authorities (collectively Sanctioning Authority). In respect of Phase III as also the Future Phases, Sanctioned Plans shall be modified and/or revised and/or obtained by Ideal by exercising any of the options mentioned in Clause 5.4 above.
- (d) **Common Portions and Saleable Areas Subject to Change:** The Common Portions and the Saleable Areas (defined in Clause 6.1.7 below) comprised within the Said Complex shall always be and remain subject to change / variation and modifications, additions and/or variations as be deemed fit and necessary by Ideal, to accommodate its future expansion plans regarding the Said Complex which includes further / additional vertical and/or horizontal constructions on the Said Property and/or future phases on additional lands from time to time that may be made part of the said Complex by Ideal. The Buyer hereby agrees to and accepts the same and the Buyer agrees and covenants not to, under any circumstances, raise any objection or hindrance thereto at any time or to make any claim because of the same. The Buyer confirms that the Total Price shall not be affected in any manner by the above.

6.1.2 **Financial and Other Capacity of Buyer:** The undertaking of the Buyer to the Owners and Ideal that the Buyer has the financial and other resources to meet and comply with all financial and other obligations under this Agreement, punctually.

6.1.3 **Satisfaction of Buyer:** The undertaking of the Buyer to the Owners and Ideal that the Buyer is acquainted with, fully aware of and is thoroughly satisfied about the title of the Owners, the right and entitlement of Ideal in respect of the Said Property, the Sanctioned Plans and other approvals and permissions, all background papers, the right of the Owners and Ideal to enter into this Agreement, the scheme of development indicated above and the extent of the rights being granted in favour of the Buyer and the negative covenants mentioned in this Agreement and the Buyer hereby accepts the same and shall not hereafter raise any objection with regard thereto and/or make any requisitions regarding the above and the Buyer also waives the Buyer's right, if any, to do so.

6.1.4 **Measurement:** The Parties have mutually agreed and accepted the measurement of the Said Flat as mentioned in this Agreement including the carpet area thereof and the area of the private garden, if any, attached thereto and the built-up area of the Said Flat shall be 27% (twenty seven per cent) less than the super built-up area. The Buyer hereby confirms, accepts and assures the above and shall not raise any objection with regard thereto. In case of variation in carpet area of the said Flat

*I, <sup>to</sup> Ideal, do hereby*

*Singh Anshul*

and/or the private garden attached thereto, if any, built-up area, the super built-up area mentioned in this Agreement shall also stand varied proportionately and the Total Price shall also stand varied proportionately.

- 6.1.5 **Parking Space:** It has been mutually agreed by and between the Parties that (1) the Parking Space shall always be subject to relocation at the option of Ideal, until before the Date Of Possession (2) the Parking Space, if any, agreed to be taken by the Buyer can only be used for parking of a medium sized motor car of the Buyer and not for any other purpose (3) the Buyer shall only park such motor car in the Parking Space, if any, and (4) the Buyer shall not be entitled to deal with the Parking Space without the consent of Ideal. The Buyer hereby accepts the aforesaid and shall not raise any objection with regard thereto. In case the Buyer transfers the Said Flat, the same shall be transferred along with the Parking Space, if any. Parking Space alone cannot be transferred independent of the Said Flat to any person who is not a Flat Owner in the Said Complex.
- 6.1.6 **Private Garden:** Some of the Flats shall have Private Gardens. The Private Garden, if mentioned in Part-I of the Second Schedule hereto, shall have (1) exclusive access from and be attached and appurtenant only to the said Flat (2) exclusively owned and used by the Buyer for the purpose of private garden only (3) the Buyer shall not be entitled to use the same for any other purpose or to make any construction thereon, and (4) the Buyer shall however be entitled to beautify and landscape the same. The said private garden shall form an integral part of the said Flat and shall be transferable only as a part of the same and not independently or in any other manner.
- 6.1.7 **Rights Confined to Said Flat And Appurtenances:** The undertaking of the Buyer to the Owners and Ideal that the right, title and interest of the Buyer is confined only to the Said Flat And Appurtenances and the Owners and Ideal are entitled to deal with, use, utilise, transfer, alienate, part with possession, and dispose off all other portions of the Said Property/ Said Complex/Said Block (Saleable Areas) to third parties at the sole discretion of Ideal, which the Buyer hereby accepts and to which the Buyer, under no circumstances, shall be entitled to raise any objection. The Buyer irrevocably and unconditionally agrees and undertakes not to have or be entitled to nor to claim any right, title or interest in the other Saleable Spaces (including the Private Garden, if any, appurtenant to other Flats) and/or the properties and rights which are not intended to be transferred to the Buyer.
- 6.1.8 **Covenants:** The mutual agreement and acceptance by and between the Parties that (1) the covenants of the Buyer (Buyer's Covenants) and the covenants of the Owners and Ideal (Owners' And Ideal's Covenants) as mentioned in Clause 11 and its Sub-Clauses below shall perpetually run with the land (2) the Buyer's Covenants and the Owners' And Ideal's Covenants (collectively Covenants) shall bind them and their successors-in-title or interest and (3) this Agreement is based on the undertaking that the Buyer's Covenants and the Owners' And Ideal's Covenants shall be strictly performed by the Buyer, the Owners and Ideal, respectively.
- 6.1.9 **Common Portions Subject to Change:** In addition to the provisions of Clause 6.1.1 above, the mutual agreement by and between the Parties that although the Common Portions are described in the 3<sup>rd</sup> Schedule below, the said descriptions are only indicative and are not intended to bind Ideal in any manner. Ideal shall, in the absolute discretion of Ideal, be entitled to modify or improvise upon the Common Portions and the Buyer hereby accepts the same and shall not raise any

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objection in this regard and/or have any claim, financial or otherwise, against Ideal for such modification or improvisation.

6.1.10 **Extension/Addition of Project:** The undertaking of the Buyer to the Owners and Ideal that notwithstanding anything contained in this Agreement, the Buyer has irrevocably and unconditionally consented to and has no objection and shall under no circumstances have any objection to the Owners and/or Ideal in any manner or for any reason whatsoever (1) modifying the Sanctioned Plans, if necessary (2) constructing additional floors in the Said Block and/or additional blocks in the Said Complex (3) selling/using the Saleable Areas in the additional floors and/or the additional blocks/additional lands/additional phases in any manner Ideal desires.

6.1.11 **Unfettered and Perpetual Easement:** The Buyer further undertakes that in consideration of the sale of the Said Flat And Appurtenances to the Buyer, the Buyer has accepted the above conditions and has granted and shall be deemed to have granted to the Owners and Ideal unfettered and perpetual easements over, under and above all Common Portions in the Said Block/Said Complex/Said Property.

## 7. Commencement and Validity

7.1 **Date of Commencement:** This Agreement has commenced and shall be deemed to have commenced on and with effect from the date of execution of this Agreement.

7.2 **Validity:** This Agreement shall remain in force till such time the Said Flat And Appurtenances is completed and possession thereof is delivered to the Buyer and the Deed of Conveyance is registered in favour of the Buyer, unless terminated in no manner mentioned in this Agreement.

## 8. Total Price, Payment and Extras

8.1 **Total Price:** The consideration to be paid by the Buyer in respect of the Said Flat And Appurtenances is morefully mentioned in Part I of the 6th Schedule below (collectively Total Price). Payment of the Total Price relating to the Said Flat is to be paid in full by the Buyer to Ideal and such payment shall fully discharge the Buyer from any liability to the Owners in respect of the Total Price. The Total Price has been fixed by mutual consent and hence it shall not be open to question by any Party provided however the Total Price does not include the Extras (defined in Clause 8.3 below). Notwithstanding anything to the contrary contained elsewhere in this Agreement it is expressly agreed that the Total Price does not include the Goods and Service Tax, it being clearly understood that the Goods and Service Tax shall be additionally payable by the Buyer on actual basis as per the applicable rates from time to time and neither the Owners nor Ideal shall have any liability regarding the same.

8.2 **Payment of Total Price:** The Total Price shall be paid by the Buyer in instalments mentioned in Part II of the 6th Schedule below, time being the essence of contract. All payments shall be made by negotiable instruments, payable at Kolkata and favouring Ideal or such name as may be notified by Ideal. This Agreement shall be deemed to be a notice for payment (Payment Notice) of the Total Price and no separate notice is required to be given to the Buyer for payments due from time to time. Extras, as applicable, shall be paid to Ideal by the Buyer as and when demanded by Ideal from the Buyer. Payment of the Total Price and other amounts

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by the Buyer to Ideal under or pursuant to this Agreement shall be sufficient enough for discharge of the obligation of the Buyer as far as the performance of financial covenants is concerned.

- 8.3 **Extras:** In addition to the Total Price, the Buyer shall also pay to Ideal, as and when demanded by Ideal (time being the essence of the contract), by negotiable instruments payable at Kolkata and favouring Ideal or such name as maybe notified, the following amounts (collectively **Extras**) together with applicable Goods and Service Tax thereon, towards:
- 8.3.1 **Proportionately:** Proportionate share towards: providing any special amenities/facilities in the Common Portions (save and except those described in the 3rd Schedule below) and improved specifications of construction of the Said Flat and/or the Said Complex and/or the Said Block over and above the specifications described in the 5<sup>th</sup> Schedule below (**Specifications**).
- 8.3.2 **Wholly:** wholly, costs, expenses and charges towards:
- (a) **Taxes:** Goods and Service Tax or any other statutory tax, duty, cess, levy or charge, betterment fee, development charges and any other imposition levied by the State Government, Central Government or any other authority or body on Ideal and the Owners, from time to time, proportionately, if levied as a whole on the Said Complex and wholly, if levied specifically on the Said Flat And Appurtenances. In case of cancellation of this Agreement by Ideal for the reasons mentioned in Clause 12.1 below, the amount of Taxes (except Goods and Service Tax), if any paid by the Buyer, shall stand forfeited and the amount of Goods and Service Tax shall be refunded subject to Ideal receiving such refund from the concerned authority.
  - (b) **Electricity:** costs, expenses, deposits and charges for providing electricity meter for the Said Flat shall be paid by the Buyer within 15 days of demand failing which meter and electricity connection shall not be provided to the Said Flat.
  - (c) **Advance Maintenance Charge:** interest free advance, for proportionate share (**Maintenance Charge**) of the common expenses described in the 4<sup>th</sup> Schedule below (**Common Expenses**) @ Rs. 4.10/- (Rupees four and paise ten only) plus Goods and Service Tax per square feet per month on built-up area of the Said Flat, for a period of 12 (twelve) months, from the Date Of Possession Notice (defined in Clause 9.0.2 below) (**Advance Maintenance Charge**). The Advance Maintenance Charge shall (1) be fully adjusted by Ideal against the Common Expenses for the said limited period of 12 (twelve) months only (2) be a fixed payment after payment of which the Buyer shall have no further obligation to pay any other amount towards Maintenance Charge for the said period of 12 (twelve) months save and except the running and operational expenses including the cost of diesel for the generators which is not included in the above mentioned Advance Maintenance Charge and will be charged proportionately and separately at actual (3) be fully appropriated by Ideal without obligation of any accounting and (4) be handed over by Ideal to a body of Flat Owners of the Said Complex, which may be a syndicate, committee, body corporate, company or association under the West Bengal Apartment Ownership Act, 1972 (**Association**), if the Association becomes operational before expiry of the said period of 12 (twelve) months provided however Ideal shall handover

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only the proportionate balance remaining of the Advance Maintenance Charge to the Association. It is clarified that (1) the Said Complex may be maintained through the Facility Manager (defined in Clause 9.8 below), in which event all payments (other than Advance Maintenance Charge) shall be made by the Buyer to the Facility Manager, after the said period of 12 (twelve) months or earlier if the Association is formed, and (2) the supervision of maintenance of the Said Complex shall be handed over by Ideal to the Association, as soon as be practicable, so that the Association may deal directly with the Facility Manager.

- (d) **Advance Club Charge:** Club charges for a period of 12 (twelve) months, from the Date Of Possession Notice (defined in Clause 9.6.2 below) shall be collected as part of Advance Maintenance Charges. Such advance club charge shall be fully adjusted by Ideal against club general maintenance for the said limited period of 12 (twelve) months only without obligation of any accounting. However, charges for Pay & Use facilities for the residents club shall be chargeable separately during this 12 months period.
- (e) **Formation of Association:** formation of the Association charge will be Rs.5,000/- (Rupees five thousand) plus Goods and Service Tax.
- (f) **Legal Fees:** legal fees in respect of the Said Flat, which shall be Rs.15,000/- (Rupees fifteen thousand only). The legal fees shall be paid to Ideal, who shall do all accounting with the Legal Advisors. The Buyer shall also pay the Goods and Service Tax in respect of the Legal Fees.
- (g) **Stamp Duty and Registration Costs:** applicable stamp duty and registration fees for registration of this Agreement and the Deed of Conveyance to be executed subsequently and all other fees and charges, if any, as applicable and intimated by Ideal together with fixed miscellaneous expenses of Rs. 10,000/- (Rupees ten thousand only) for each registration, which shall be paid and borne by the Buyer 15 (fifteen) days prior to the date of registration.
- (h) **Maintenance Deposit:** interest free deposit on account of Maintenance Charge (Maintenance Deposit) calculated @ Rs.35/- (Rupees thirty five only) plus Goods and Service Tax per square feet of built-up area of the Said Flat.
- (i) **Increase in Total price:** any increase in the Total Price due to increase in measurement of the said Flat, at the rate at which the Total Price has been computed. It is clarified that in the event of decrease in measurement of the said Flat the Total Price shall decrease at the rate the Total Price has been computed.

8.4 **No Possession Without Payment of Total Price and Extras:** The Buyer agrees and covenants not to claim any right or possession over and in respect of the Said Flat And Appurtenances till such time the Buyer has paid the entirety of the Total Price and the Extras and all other amounts agreed to be paid or deposited under this Agreement and has duly complied with and/or performed all the covenants, undertakings and obligations required to be complied with and/or performed on the part of the Buyer in pursuance of this Agreement or otherwise required by law, all of which shall be conditions precedent without which Ideal and/or the Owners shall not

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be under any obligation to handover possession of the Said Flat and Appurtenances.

- 8.5 **Basis of Payment:** The Total Price and Extras shall be payable by the Buyer on the carpet area of the Said Flat, unless otherwise specified.
9. **Construction, Completion of Sale and Facility Manager**
- 9.1 **Construction by Ideal:** Ideal shall construct, complete and finish the Said Flat and Appurtenances in accordance with the Sanctioned Plans or as may be recommended by the architect of the Said Complex (**Architect**), as per the Specifications described in the 5<sup>th</sup> Schedule below. The decision of the Architect in all regards including quality and workmanship shall be final and binding on the parties.
- 9.2 **Quality, Workmanship and Acceptance of Variations etc.:** The decision of the Architect in all regards including quality, workmanship and variations shall be final and binding on the Parties. The Buyer consents to the variations, modifications or alterations as may be recommended by the Architect and further agrees not to raise any objection to Ideal and/or the Architect making such variations, modifications or alterations or raise objections in any manner relating to or concerning the construction or completion of the Said Block and/or the Said Complex by Ideal.
- 9.3 **No Hindrance:** The Buyer shall not, before or after delivery of possession of the said Flat And Appurtenances to the Buyer, directly or indirectly, do any act, deed or thing whereby the construction/developmental work of the Said Flat And Appurtenances and/or the Said Block and/or the Said Complex is in any way hindered or impeded. The Buyer hereby accepts the above and shall not raise any objection with regard thereto.
- 9.4 **Basic Duty of Buyer:** The Buyer shall make all payments and perform and comply with all terms, conditions, covenants, undertakings, stipulations, restrictions, and obligations as stipulated in this Agreement and the Buyer shall not, in any way, commit breach of the terms and conditions herein contained.
- 9.5 **Completion Date:** Ideal shall construct, finish and make the Said Flat habitable and the Parking Space, if any, usable in accordance with the provisions of Clause 9.3 below on or before **MARCH 2020 (Completion Date)** provided however the Completion Date may be extended by a period of 12 (twelve) months (**Extended Period**) at the option of Ideal and provided further that it shall not be obligatory for Ideal to complete the Common Portions before giving the Possession Notice (defined in Clause 9.5.2 below) to the Buyer. In this regard it is clarified that Ideal shall complete all the Common Portions after the Said Complex is completed. Ideal shall neither incur any liability nor be held liable for claim of any amount by the Buyer, if Ideal is unable to deliver possession of the Said Flat within the Completion Date and/or the Extended Period due to Circumstances Of Force Majeure (defined in Clause 16.1 below) or for or on account of (1) delay on the part of the Buyer in making any payment or complying with any of the Buyer's obligations recorded in this Agreement and (2) any other reasonable cause whereby Ideal is prevented from completing the Said Flat And Appurtenances or any portion thereof. In no event shall the Buyer be entitled to claim any amount from Ideal on account of consequential losses and damages or otherwise if the Said Flat And Appurtenances is not completed within the Completion Date and/or the Extended Period.

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7.5 **Access & Possession of Said Flat and Parking Space:** With regard to access and possession, it is agreed as follows:

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

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

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

9.6.2 **Possession:** Upon the Said Flat becoming habitable and the Parking Space, if any, becoming usable in accordance with the provisions of Clause 9.5.2 below, Ideal shall serve a notice on the Buyer (Possession Notice) calling upon the Buyer to take exclusive physical possession of the Said Flat and the Parking Space, if any, and within 15 (fifteen) days from the date of the Possession Notice (Date Of Possession Notice), the Buyer shall be bound to take over exclusive physical possession of the Said Flat and the Parking Space, if any, after fulfilling all obligations under this Agreement, including payment of all amounts due to Ideal, failing which it shall be deemed that the Buyer has taken possession on the 15<sup>th</sup> day of the Date Of Possession Notice (date of actual or deemed exclusive physical possession, Date Of Possession). From the Date Of Possession Notice, the Buyer shall become liable to pay all outgoings such as Maintenance Charge and property taxes and land revenue (Rates & Taxes), irrespective of whether or not the Buyer takes exclusive physical possession as aforesaid. In case such deeming provision

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comes into force, the Buyer confirms that the Buyer shall not claim to be in physical possession of the Said Flat And Appurtenances and the same shall be received by the Buyer only upon clearing all dues and performing all obligations.

- 9.6.3 **Meaning of Completion:** It shall not be obligatory for Ideal to complete the Common Portions before giving the Possession Notice to the Buyer and the Said Flat and the Parking Space, if any shall be deemed to have been completed in all respect if the same is made fit for habitation and use as per the Specifications, provided the decision of the Architect in this regard being final and binding. In this regard it is clarified that (1) it shall not be obligatory for Ideal to complete the Common Portions before the Completion Date or before giving the Possession Notice to the Buyer, (2) Ideal shall be required to complete the Common Portions after all Phases of the Said Complex are completed and (3) all Common Portions/Residents' Club shall be used in common by all Transferees of all Phases of the Said Complex notwithstanding the Common Portions/Residents' Club being made available progressively and Transferees of Phases completed earlier shall not be entitled to claim any superior right/exclusivity over the Common Portions/Residents' Club over the Transferees of Phases completed later. Ideal shall be entitled to complete the Common Portions as per sanctioned plan at the time of completion of the last phase of the Said Complex.
- 9.6.4 **Complete Satisfaction on Possession:** Subject to the provisions of Clause 14.1 below, on the Date of Possession, the Buyer shall be deemed to be completely satisfied with all aspects of the Said Flat And Appurtenances, including the carpet area, built-up area and super built-up area of the Said Flat, the workmanship, the materials used, the structural stability and the completion of the Said Block and the Common Portions made ready till that time.
- 9.6.5 **Commencement of Outgoings:** From the Date Of Possession Notice, all outgoings in respect of the Said Flat And Appurtenances, including Maintenance Charge and Rates & Taxes shall become payable by the Buyer.
- 9.7 **Ideal's Obligations:** Subject to the Buyer making timely payment of the Total Price, Extras and other charges in the manner stipulated in this Agreement, Ideal hereby agrees:
- 9.7.1 **Construction of Said Flat:** to construct, finish and make the Said Flat habitable and the Parking Space, if any, usable and to transfer the Said Flat And Appurtenances to the Buyer.
- 9.7.2 **Construction According to Specifications:** subject to the other provisions of this Agreement, to construct and finish the Said Flat and the Parking Space, if any, in accordance with the Sanctioned Plans and Specifications, reasonable variations excepted.
- 9.8 **Completion of Sale:** The sale of the Said Flat And Appurtenances shall be completed by execution and registration of a Deed of Conveyance in favour of the Buyer provided the Buyer tenders in time all amounts required for the same as mentioned above. Messieurs R. Ginodia & Co, Advocates (Legal Advisors) has drafted this Agreement and shall draft the standard conveyance and only such standard conveyance shall be used. The Buyer shall be bound to take conveyance of the Said Flat And Appurtenances on or before the Date Of Possession, failing which exclusive physical possession of the Said Flat and the Parking Space, if any, shall not be delivered to the Buyer (although the Buyer shall become liable for

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Common Expenses and Rates & Taxes from the Date Of Possession Notice) and in addition, all statutory taxes and penalties shall also be borne and paid by the Buyer. In the event of failure of Buyer to take conveyance of the Said Flat And Appurtenances within 90 (ninety) days from the Date of Possession, as per Possession Notice, a penalty of Rs. 7/- (Rupees seven) per month per sq. ft. of carpet area will be payable by the Buyer for cleaning and maintenance together with applicable Goods and Service Tax, if any.

- 9.9 **Facility Manager:** Ideal may hand over management and upkeep of all Common Portions to a professional facility management organization (**Facility Manager**), in this regard, it is clarified that (1) the Facility Manager shall operate, manage and render day to day services with regard to the Common Portions (2) the Facility Manager shall levy and collect the Maintenance Charge (3) the Buyer shall be bound to pay the Maintenance Charge to the Facility Manager (4) the Facility Manager, being a professional commercial organization, will not be required to render any accounts to the Buyer and it shall be deemed that the Facility Manager is rendering the services to the Buyer for commercial consideration (5) the Facility Manager shall merely be the service provider for rendition of services with regard to the Common Portions and (6) the Facility Manager may be appointed and/or replaced by Ideal or the Association (upon formation) from time to time.
10. **Residents' Club**
- 10.1 **To be Provided by Ideal:** Ideal is constructing a recreational club on the said Property (**Residents' Club**) which shall be provided to the Buyer and the other Transferees of the Said Complex including Phase III and Future Phases. The name of the **Residents' Club** shall be H2O. The plans and the facilities regarding the **Residents' Club** may be modified by Ideal from time to time and the Buyer hereby specially consents to the same and no further consent shall be necessary in future.
- 10.2 **Facilities of Residents' Club:** The **Residents' Club** shall have Recreational, Sports, Banquet and other facilities.
- 10.3 **Ownership of Residents' Club:** The Buyer and the other Transferees of the Said Complex including Phase III and Future Phases shall be the proportionate owners of the **Residents' Club** including all movable and immovable assets and all other properties thereof.
- 10.4 **Management & Maintenance of Residents' Club:** The **Residents' Club** shall be managed and maintained by Ideal for a period of 12 months and thereafter by the Association or the Facility Manager. Club charges for a period of 12 (twelve) months, from the Date Of Possession Notice (defined in Clause 9.6.2 above). The fees for such management and maintenance have been collected as part of Advance Maintenance Charges. This amount shall be fully appropriated by Ideal without obligation of any accounting. Charges for Pay & Use facilities for the **Residents' Club** shall be chargeable separately during these 12 months period.
- 10.5 **Rules of Residents' Club:** Ideal shall be entitled to make rules, regulations and/or bye-laws for governing and regulating the membership, management, maintenance, general administration, running and operation of the **Residents' Club** (**Club Rules**) which shall be binding on all Transferees as members thereof including the Buyer and the Buyer hereby agrees to abide with all such rules and regulations of the **Residents' Club**.

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10.6 **Rights in Residents' Club on Transfer:** In case of transfer of the Said Flat And Appurtenances by the Buyer, the Buyer's membership of the Residents' Club shall automatically cease and stand terminated and the Buyer's transferee shall automatically become a member of the Residents' Club.

10.7 **Club Charge:** Usage charges/club subscription (**Club Charge**) for using facilities at the Residents' Club may be charged and revised from time to time by Ideal or the Association, upon formation as per Club Rules. Guest charges, as applicable may also be charged by Ideal or the Association, upon formation as per Club Rules.

10.8 **Membership & Usage:**

10.8.1 The membership of the Residents' Club in respect of each Flat shall be in the name of one person. Accordingly, in the event of any Flat having more than one owner, the co-owners thereof shall nominate from amongst themselves one person for such membership.

10.8.2 In the event of any Flat not being owned by individuals but by a limited company or a limited liability partnership or a partnership firm or a Hindu Undivided Family or Trust or other body, then one individual shall be nominated by it for membership of the Residents' Club. Change of such nominee shall be permitted only in accordance with the Club Rules.

10.8.3 In the event of death of any member, the Club Membership shall be transferred to the co-owner (if any) of the concerned Flat and in the event of there being no co-owner, then to one person from amongst the heirs of the member who is nominated by all the heirs for such purpose.

10.8.4 It is expressly agreed that only the residents who are permanently residing in any of the Flats in the Said Complex shall be entitled to the use of the Residents' Club. However, subject to compliance with the Club Rules, guests may be permitted to use the Club if accompanied by a member and subject to such conditions and payment of such guest charges as may be fixed or revised from time to time.

10.8.5 The rights of use as also the obligations of the Buyer as a member of the Residents' Club shall be governed by the Club Rules and the Buyer agrees, undertakes and covenants to abide by the Club Rules and to make payment of Club Charge and other expenses as may be fixed and/or revised from time to time as per the Club Rules.

11. **Covenants**

11.1 **Buyer's Covenants:** The Buyer covenants with Ideal (which expression includes the Association in all Sub-Clauses of Clause 11, wherever applicable) and admits and accepts that:

11.1.1 **Buyer Aware of and Satisfied with Common Portions and Specifications:** The Buyer, upon full satisfaction and with complete knowledge of the Common Portions, Specifications, the matters mentioned in Clause 6.1.3 and all other ancillary matters, is entering into this Agreement. The Buyer has examined and is acquainted with the Said Block/Said Complex and has agreed that the Buyer shall neither have nor shall claim any right over any portion of the Said Block/Said Complex save and except the Said Flat And Appurtenances.

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- 11.1.2 **Buyer to Mutate and Pay Rates & Taxes:** The Buyer shall (1) pay all fees and charges and cause mutation in the name of the Buyer in the records of Bidhannagar Municipal Corporation and the Office of the BL&LRO, within 30 (thirty) days from the date of registration of the Deed of Conveyance of the Said Flat And Appurtenances (Date Of Conveyance) and (2) pay the Rates & Taxes (proportionately for the Said Property and/or the Said Block and/or the Said Complex and wholly for the Said Flat And Appurtenances from the Date Of Possession Notice and until the Said Flat And Appurtenances is separately mutated and assessed in favour of the Buyer), on the basis of the bills to be raised by Ideal/Facility Manager/Association (upon formation)/ Bidhannagar Municipal Corporation, such bills being conclusive proof of the liability of the Buyer in respect thereof. The Buyer further admits and accepts that the Buyer shall not claim any deduction or abatement in the aforesaid bills.
- 11.1.3 **Buyer to Pay Maintenance Charge:** Subject to the provisions of Clause 5.3.2(c) above, the Buyer shall pay Maintenance Charge on the basis of the bills to be raised by Ideal/ Facility Manager/Association (upon formation), such bills being conclusive proof of the liability of the Buyer in respect thereof. The Buyer further admits and accepts that (1) the Buyer shall not claim any deduction or abatement in the bills relating to Maintenance Charge and (2) the Maintenance Charge shall be subject to variation from time to time, at the sole discretion of Ideal/ Facility Manager/ Association (upon formation).
- 11.1.4 **Buyer to Pay interest for Delay and/or Default:** The Buyer shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by Ideal/Facility Manager/Association (upon formation), within the prescribed due date, failing which the Buyer shall pay interest @ 2% (two percent) per month or part thereof (compoundable monthly), for the period of delay, computed from the date the payment became due till the date of payment, to Ideal/Facility Manager/Association (upon formation), as the case may be. The Buyer also admits and accepts that in the event such bills remain outstanding for more than 2 (two) months, all common services, facilities and utilities shall be discontinued to the Buyer and the Buyer shall be disallowed from using the Common Portions including water supply, electricity, user of lift etc.
- 11.1.5 **Ideal's Charge/Lien:** Ideal shall have first charge and/or lien over the Said Flat And Appurtenances for all amounts due and payable by the Buyer to Ideal provided however if the Said Flat And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of Ideal shall be extinguished in favour of the financial institution provided all dues payable to Ideal are cleared by the Buyer and/or the financial institution.
- 11.1.6 **No Obstruction by Buyer to Further Construction:** Ideal shall be entitled to construct additional/further floors on and above the top roof of the Said Block and/or make other constructions elsewhere on the Said Property/Said Complex and shall at its absolute discretion be entitled to make from time to time additions or alterations to or in the said Complex and/or the Common Portions and shall be entitled to deal with and dispose of all of the above in any manner whatsoever and the Buyer shall not have any right whatsoever in the additional/further constructions and the Buyer agrees and covenants not to obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Buyer due to and arising out of the said construction/developmental activity. The Buyer also admits and accepts that Ideal and/or employees and/or agents and/or contractors of Ideal

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shall be entitled to use and utilize the Common Portions for movement of building materials and for other purposes and the Buyer shall not raise any objection in any manner whatsoever with regard thereto. If any act or omission of the Buyer results in any interruption, interference, hindrance, obstruction, impediment or delay in the Project or the construction of the said Complex or any portion thereof including further constructions, additions and/or alterations from time to time and/or in the transfer, sale or disposal of any Flat or portion of the said Complex, then in that event the Buyer shall also be liable to pay to Ideal compensation and/or damages that may be quantified by Ideal and shall keep Ideal indemnified in this regard.

**11.1.7 No Rights of or Obstruction by Buyer:** All open and covered areas in the Said Property proposed to be used for open car parking spaces do not form part of the Common Portions within the meaning of this Agreement and Ideal shall have absolute right to sell, transfer and/or otherwise deal with and dispose off the same or any part thereof. The Buyer confirms that he has agreed to purchase the said Flat And Appurtenances with full knowledge that he would have no right, title, interest, claim or entitlement whatsoever in respect of Private Gardens attached and/or appurtenant to some of the other Flats which shall be exclusively owned and used by the respective Transferees of those other Flats and occupants thereof.

**11.1.8 Variable Nature of Land Share and Share in Common Portions:** The Buyer fully comprehends and accepts that (1) the Land Share shall be the proportion which the carpet area of the Said Flat bears to the total carpet area of all the Flats in the Said Complex (2) if the area of the Said Block/Said Complex is recomputed by Ideal, then and in such event, the Land Share and the Share in Common Portions shall vary accordingly and proportionately and the Buyer shall not question any variation (including diminution) therein (3) the Buyer shall not be entitled to and covenants not to demand any refund out of the Total Price paid by the Buyer on the ground of or by reason of any variation of the Land Share and the Share in Common Portions (4) the Land Share and Share in Common Portions are not divisible and partible and (5) the Buyer shall accept (without demur) the proportionate share with regard to various matters, as be determined by Ideal, in its absolute discretion.

**11.1.9 Buyer to Participate in Formation of Association:** Subject to the provisions of Clause 8.3.2 (e) above, the Buyer admits and accepts that the Buyer shall join the Association and become a member thereof with voting rights. In this regard, the Buyer shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required by Ideal. Notwithstanding formation of the Association, the Facility Manager may look after the maintenance of the Common Portions. Each Transferee will be entitled to cast one vote irrespective of the size of his Flat.

**11.1.10 Obligations of Buyer:** In addition to the obligations of the Buyer mentioned elsewhere in this Agreement, the Buyer shall:

- (a) **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Block, the Said Complex and the Common Portions by Ideal/Facility Manager/Association (upon formation), as applicable.
- (b) **Observing Rules:** observe the rules, restrictions and bye-laws framed from time to time by Ideal/Facility Manager/Association (upon formation) for the beneficial common enjoyment of the Said Block, the Said Complex and the Common Portions as also the Club Rules.

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- (c) **Paying Electricity Charges & Charges for Other Utilities** : make timely payment for electricity and other utilities consumed in or relating to the Said Flat And Appurtenances from the Date Of Possession.
- (d) **Meter and Cabling**: be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Flat only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to Ideal or to other Transferees. The main electric meter shall be installed only at the common meter space. The Buyer shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Block, the Said Complex, the Said Property and outside walls of the Said Block save in the manner indicated by Ideal/Facility Manager/Association (upon formation).
- (e) **Residential Use**: use the Said Flat for residential purpose only. Under no circumstances shall the Buyer use or allow the Said Flat to be used for commercial, industrial or other non-residential purposes. The Buyer shall also not use or allow the Said Flat to be used as a religious establishment, hotel, guesthouse, serviced apartment, mess, chummary, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.
- (f) **Maintenance of Said Flat**: repair, clean and maintain water, light, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass panes, etc. inside the Said Flat, at the cost of the Buyer.
- (g) **Use of Common Toilets**: ensure that the domestic help/service providers visiting the Said Flat use only the common toilets and while so using, keep the common toilets clean and dry.
- (h) **Use of Spittoons/Dustbins**: use the spittoons/dustbins located at various places in the Said Complex.
- (i) **No Alteration**: not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Flat and the Said Block and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Flat.
- (j) **No Structural Alteration and Prohibited Installations**: not alter, modify or in any manner change the structure or any civil construction in the Said Flat And Appurtenances, the Said Block and/or the Said Complex and in particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or out or damage the beams and/or columns passing through the said Flat or the Common Portions for the purpose of fixing, changing or repairing the concealed wiring or pipelines or otherwise. The Buyer shall not install any dish-antenna on the balcony and/or windows of the Said Block and/or on any external part of the Said Block and/or the roof thereof. In the event Ideal and/or the Association and/or the Sanctioning Authority comes to know of any change made by the Buyer then Ideal and/or the Association and/or the Sanctioning Authority shall be entitled to demolish the changes and restore the Said Flat at the cost of the Buyer. In the event any change is made by the Buyer after the Date Of Conveyance, then also Ideal and/or the Association and/or the Sanctioning Authority shall

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be entitled to demolish the changes and restore the Said Flat to its original position at the cost of the Buyer. The Buyer shall be liable to make payment of the aforesaid cost without raising any objection as liability for payment of the same has arisen due to default of the Buyer.

- (k) **No Air Conditioning Without Permission:** not install any type of air-conditioners (window or split) in the Said Flat and /or any part of the Said Block since air conditioning is being done by Ideal in respect of the Said Flat provided however that the Buyer shall be responsible at the Buyer's own costs for maintenance, repairs and replacement of the air conditioning equipment provided by Ideal.
- (l) **No Collapsible Gate:** not install any collapsible gate on the main door/entrance of the Said Flat.
- (m) **No Sub-Division:** not sub-divide the Said Flat And Appurtenances and the Common Portions, under any circumstance.
- (n) **No Changing Name:** not change/alter/modify the names of the Said Block and the Said Complex from that mentioned in this Agreement.
- (o) **No Nuisance and Disturbance:** not use the Said Flat or the Common Portions or the Parking Space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Complex and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of others.
- (p) **No Storage:** not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions.
- (q) **No Obstruction to Ideal/Facility Manager /Association:** not obstruct Ideal/Facility Manager/Association (upon formation) in their acts relating to the Common Portions and not obstruct Ideal in constructing or other portions of the Said Block/Said Complex/Said Property and/or selling or granting rights to any person on any part of the Said Block/Said Complex/Said Property.
- (r) **No Obstruction of Common Portions:** not obstruct the pathways and passages of the Common Portions or use the same for any purpose other than for ingress to and egress from the Said Flat and the Parking Space, if any.
- (s) **No Violating Rules:** not violate any of the rules and/or regulations laid down by Ideal/Facility Manager/Association (upon formation) for the use of the Common Portions as also the Club Rules.
- (t) **No Throwing Refuse:** not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions save at the places indicated therefor.
- (u) **No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Flat, the Parking

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Space, if any, the Said Block, the Common Portions, the Said Complex and the Said Property, including but not limited to acts of vandalism, putting up posters and graffiti etc.

- (v) **No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Flat, the Parking Space, if any, the Common Portions, the Said Block, the Said Complex and/or the Said Property.
- (w) **No Signage:** not put up or affix any sign board, name plate or other things or other similar articles in the Common Portions, inside or outside the windows and/or the outside walls of the Said Flat/Said Block/Said Complex save at the place or places provided therefor provided that this shall not prevent the Buyer from displaying a standardized name plate outside the main door of the Said Flat.
- (x) **No Floor Damage:** not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment save usual home appliances.
- (y) **No Installing Generator:** not install or keep or run any generator in the Said Flat and the Parking Space, if any.
- (z) **No Misuse of Water:** not misuse or permit to be misused the water supply to the Said Flat.
- (aa) **No Damages to Common Portions:** not damage the Common Portions in any manner and if such damage is caused by the Buyer or the family members, invitees, servants, agents or employees of the Buyer, the Buyer shall compensate for the same.
- (ab) **No Hanging Clothes:** not hang or cause to be hung clothes from the balconies of the Said Flat.
- (ac) **No Smoking in Public Places:** not smoke in public places of the Said Complex and the Buyer and the Buyer's guests shall not throw empty cigarette cartons, cigarette butts and matchboxes in open spaces but shall dispose them off in dustbins after ensuring that the fire is fully smothered/extinguished.
- (ad) **No Plucking Flowers:** not pluck flowers or stems from the gardens.
- (ae) **No Littering:** not throw or allow to be thrown litter in the Common Portions of the Said Block/Said Complex.
- (af) **No Trespassing:** not trespass or allow trespass over lawns and green plants within the Said Complex.
- (ag) **No Overloading Lifts:** not overload the passenger lifts and move goods only through the staircase of the Said Block.
- (ah) **No Use of Lifts in Case of Fire:** not use the lifts in case of fire.

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- (vi) **No Covering of Common Portions:** not cover the Common Portions, fire exits and balconies/terraces (if any) of the Said Flat.
- (aj) **Pay Goods and Service Tax, etc.:** to make payment of applicable Goods and Service Tax that may be payable in respect of all amounts to be paid by the Buyer to Ideal, the Facility Manager and/or Association in terms of this Agreement as also to pay all others taxes payable by the Buyer in terms of this Agreement.
- 11.1.11 **Notification Regarding Letting/Transfer:** If the Buyer lets out or transfers the Said Flat And Appurtenances, the Buyer shall immediately notify Ideal/Facility Manager/Association (upon formation) of the tenant's/transferee's address and telephone number.
- 11.1.12 **No Right in Other Areas:** The Buyer shall not have any right, title, interest, claim or entitlement whatsoever over or in respect of the Said Property/Said Block/Said Complex save and except the said Flat and Appurtenances and the Buyer shall not raise any dispute or make any claim with regard to Ideal either constructing or not constructing on the said other portions of the Said Property/Said Complex.
- 11.1.13 **Roof Rights:** The user right of the ultimate top roof of any Block shall remain common to all Transferees of the Said Block (Common Roof) and all common installations such as water tank and lift machine room shall be situated in such Common Roof. Ideal shall always have the right of further construction on the entirety of the top roof and the Buyer specifically agrees not to do any act that prevents or hinders such construction. After such construction on the top roof, the roof above such construction shall become the Common Roof for common use of all Transferees of the Said Block. Ideal is entitled to shift any part of the Common Portions (including common installations like lift machine room and the water tank) to such top/ultimate roof upon further construction and also to make available the Common Portions and all utility connections and facilities to the additional/further constructions.
- 11.1.14 **Loans for the Project:** The Owners and/or Ideal shall be entitled to take loans and/or financial assistance for the purpose of implementation and execution of the Project. For obtaining such loans and/or financial assistance from Banks/Financial Institutions/Housing Finance Companies or corporate bodies, the Vendor shall be entitled to create charge and/or mortgage in respect of the Said Property/Said Complex in their favour. However, on or before the execution of the Deed of Conveyance in respect of the Said Flat And Appurtenances, a release/no objection/ clearance shall be obtained by the Owners and/or Ideal from such concerned Banks/Financial Institutions/Housing Finance Companies or corporate bodies, if any, regarding transfer of the Said Flat And Appurtenances.
- 11.1.15 **Indemnity:** The Buyer shall keep the Owners, Ideal and the Association (upon formation) indemnified of from and against all actions, proceedings, damages, claims, demands, costs, charges, expenses and proceedings made against or suffered by the Owners, Ideal and/or the Association (upon formation) relating to the Said Property/Said Block/Said Complex or any part thereof or to any person due to any negligence or any act, deed, thing or omission made done or occasioned by the Buyer or the servants, agents, licensees, invitees or visitors

of the Buyer and/or any breach or non-observance by the Buyer of Buyer's covenants and/or any of the terms herein contained.

11.2 **Owners' And Ideal's Covenants:** The Owners and Ideal covenant with the Buyer and admit and accept that:

11.2.1 **No Creation of Encumbrance:** During the subsistence of this Agreement, the Owners and Ideal shall not (subject to Clause 11.1.14 above), create any charge, mortgage, lien and/or shall not sell, transfer, convey and/or enter into any agreement with any person other than the Buyer in respect of the Said Flat And Appurtenances, subject to the Buyer fulfilling all terms, conditions and obligations under this Agreement.

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

12. **Termination and its Effect**

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

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

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

(a) **Sale at Price Higher than Total Price:** In the event the New Total Price is higher than the Total Price, then Ideal shall refund to the Buyer the balance of the amount received from the Buyer after deduction of (1) 10% (ten percent) of the Total Price (2) accrued interest @ 12% (twelve percent) per annum for the period of delay till the Date Of Cancellation and (3) cost, if any, incurred for such sale to the New Buyer provided however if there is any surplus after

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*Buyer*

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the aforesaid deductions, the entirety of such surplus shall be refunded by Ideal to the Buyer.

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

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

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

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

### 13. Taxes

13.1 **Obligation Regarding Taxes:** In the event of the Owners and/or Ideal being made liable for payment of any tax (excepting Income Tax), fee, duty, levy, surcharge, cess, imposition or any other liability or any enhancement thereof under any statute or law for the time being in force or introduced/imposed in future (such as Goods and Service Tax or any other tax, fee and imposition levied by the State Government, Central Government or any other authority or body) (whether payable to the concerned authority by the Owners or Ideal or the Buyer) or if the Owners and/or Ideal are advised by their consultant that the Owners and/or Ideal are liable

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or shall be made liable for payment of any such tax, fee, duty, levy or other liability on account of the Owners and/or Ideal having agreed to perform the obligations under this Agreement or having entered into this Agreement, then and in that event, the Buyer shall be liable to pay all such tax, fee, duty, levy or other liability and hereby indemnifies and agrees to keep the Owners and Ideal indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. The Owners and Ideal shall not be liable for the same or any portion thereof under any circumstances whatsoever and it is expressly agreed that the same shall be the liability of the Buyer and the Owners and Ideal shall be entitled to collect/recover the same from the Buyer. The taxes, fees, duties, levies or other liabilities so imposed or estimated by the Owners' and/or Ideal's consultant shall be paid by the Buyer at or before the Date of Possession.

**14. Defects**

**14.1 Decision of Architect Final:** If any work in the Said Flat And Appurtenances is claimed to be defective by the Buyer within a period of 12 (twelve) months from the Date Of Possession Notice, the matter shall be referred to the Architect and the decision of the Architect shall be final and binding on the Parties. If directed by the Architect, Ideal shall, at its own costs, remove the defects and thereafter Ideal shall not have any liability and/or responsibility. This will however not entitle the Buyer to refuse to take possession of the Said Flat and if the Buyer does so, the provisions regarding deemed possession as contained in Clause 9.6.2 above shall apply and all consequences mentioned therein shall follow. In the context of this Clause, defects shall mean defect in construction only and not defect in bought-out items such as electrical fittings, sanitary fittings, hardware fittings, etc.

**14.2 Use of Natural Materials:** Natural materials like marble, granite, wood, sandstone etc. contain grains with inherent structural differences as a result whereof colour and marking caused by their material mineral complex composition, cracks, inherent impurities etc. are likely to occur. While Ideal shall take every care to ensure construction and completion of the Said Flat as per Specifications mentioned herein, Ideal shall not be responsible for cracks, discolouring or deterioration in the quality of such natural materials.

**15. Association and Rules**

**15.1 Rules of Use:** The Said Flat And Appurtenances shall be owned by the Buyer subject to such rules and regulations as may be made applicable by the Association (upon formation) from time to time. It is clarified that the rules and regulations of the Association shall not be inconsistent and/or contrary to the provisions and/or covenants contained herein and/or in the Deed of Conveyance which provisions and covenants shall, in any event, prevail and have an overriding effect.

**15.2 Restrictions:** The Buyer agrees that the Buyer shall use the Said Flat And Appurtenances subject to all restrictions as may be imposed by Ideal or the Association (upon formation) and that Buyer shall use and enjoy the said Flat And Appurtenances without committing any breach, default or creating any hindrance relating to the rights of any other Transferee and/or the Owners and/or Ideal.

**15.3 Handover:** From the date of handing over of maintenance to the Facility Manager/Association (upon formation).

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Buyer's Agreement

- b) Ideal shall not have any responsibility whatsoever regarding the Common Portions / the said Block/ the said Property/ the said Complex
- b) Ideal shall not have any responsibility whatsoever regarding any maintenance, security, safety or operations including relating to fire fighting equipment and fire safety measures, lift operations, generator operations, electrical equipment, installations, motors and connection, etc and/or for any statutory compliances, permissions and licenses regarding the Common Portions / the said Block/ the said Property/ the said Complex and/or any equipment installed and/or required to be installed therein. The same shall be the exclusive responsibility of the Transferees including the Buyer and/or the Association who shall also ensure continuous compliance with all statutory rules, regulations and norms including in particular relating to fire fighting and safety, lift and generator operations, etc. and obtaining and/or renewing all necessary permissions and licenses.
- c) The Transferees including the Buyer and/or the Association (upon formation) shall take steps and get transferred all necessary permissions and licenses in their names including lift license, generator license, fire license, etc. and the Owners and Ideal shall sign necessary papers upon being requested in writing.
- d) In case of any default or negligence and/or in the event of any accident taking place subsequent to the date of handing over of maintenance, Ideal and/or its directors, employees or agents shall not have any liability, obligation or responsibility whatsoever under any circumstance.

It is expressly agreed and understood by the parties that the Owners have nothing to do with the development, construction and/or providing of Common Portions and as such at no time, whether before or after the date of handing over of maintenance to the Facility Manager/Association, the Owners or any of them or any of their directors, employees or agents shall have any liability, obligation or responsibility whatsoever under any circumstances in respect of any of the matters mentioned in this Sub-Clause.

**16. Force Majeure**

**16.1 Circumstances Of Force Majeure:** Ideal shall not be held responsible for any consequences or liabilities under this Agreement if Ideal is prevented in meeting the obligations under this Agreement by reason of contingencies caused by unforeseen occurrences not attributable to any of the Parties, such as (1) acts of God (2) acts of nature (3) acts of war (4) fire (5) insurrection (6) terrorist action (7) civil unrest (8) civil wars, (9) lock outs, (10) general strikes (11) riots (12) non availability or reduced availability of building materials (13) strike by material suppliers, transporters, contractors, workers and employees (14) delay on account of receiving statutory permissions (15) delay in the grant of electricity, water, sewerage and drainage connection or any other permission or sanction by the Government or any statutory authority (16) any notice, order of injunction, litigation, attachments, etc. and (17) 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 (18) acquisitions and/or requisitions (19) any reasons/circumstances beyond the control of Ideal (collectively Circumstances Of Force Majeure).

**16.2 No Default:** Ideal shall not be deemed to have defaulted in the performance of Ideal's contractual obligations whilst the performance thereof is prevented by

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Circumstances Of Force Majeure and the time limits laid down in this Agreement for the performance of obligations shall be extended accordingly upon occurrence of any event constituting Circumstances Of Force Majeure.

**17. Miscellaneous**

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

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

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

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

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

**17.6 Nomination by Buyer with Consent:** Before the execution and registration of the Deed of Conveyance of the Said Flat And Appurtenances, the Buyer will be entitled to nominate, assign and/or transfer the Buyer's right, title, interest and obligations under this Agreement subject to the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement and subject also to the following conditions precedent:

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

(b) **Compliance with Buyer's Obligations:** There is no default whatsoever by the Buyer in compliance with and/or performance of any of the Buyer's covenants, undertakings and obligations under this Agreement or otherwise and in case of any default the same is rectified / remedied by the Buyer to the satisfaction of Ideal prior to the nomination.

(c) **Prior Written Permission and Tripartite Agreement:** In respect of any nomination, the Buyer shall obtain prior permission of Ideal and the Owners and the nomination shall be valid only upon the Buyer and the nominee entering into a nomination agreement as per the standard format prepared

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Buyer's Agent.

by the Legal Advisors wherein the Owners and Ideal shall also join only for the purpose of confirmation of nomination.

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

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

- 17.7 **Transfer after Conveyance:** After the execution and registration of the Deed of Conveyance, the Buyer may transfer and alienate the said Flat And Appurtenances provided that the same shall not be in any manner be inconsistent with this Agreement and/or the Deed of Conveyance to be executed pursuant hereto and the covenants contained herein and/or the Deed of Conveyance shall run with the land and/or transfer. The person(s) to whom the Buyer may transfer/alienate the said Flat And Appurtenances shall be bound by the same terms, conditions, agreements, covenants, stipulations, obligations, undertakings and obligations as applicable to the Buyer by law and/or by virtue of this Agreement and/or the Deed of Conveyance.
- 17.6 **Entire Agreement:** This Agreement constitutes the entire understanding between the Parties and supersedes the terms and conditions whatever agreed between the Parties prior to execution of this Agreement but does not supersede any document contemporaneously entered into between the Parties. It is specifically understood that the brochures, compact discs, advertising and marketing material published by Ideal from time to time in respect of the Said Complex are just advertisement material and contain various features such as furniture lay-out, vegetation and plantation shown around the Said Complex, colour scheme, vehicles etc. to increase the aesthetic view only and are not part of the development. These features/amenities are not agreed to be developed or provided by Ideal.
- 17.9 **Counterparts & Stamp on Agreement:** This Agreement is being executed simultaneously in counterparts and one copy shall be retained by the Buyer and another by Ideal. The original of this Agreement has been signed by the Owners and Ideal at the request of the Buyer and has been made over to the Buyer and it shall be the obligation and responsibility of the Buyer to make payment of the applicable stamp duty and registration charges payable in respect thereof and upon written notice being received, the Owners and Ideal shall remain present on a convenient date to admit the execution thereof. The Buyer hereby indemnifies and agrees to keep saved, harmless and indemnified the Owners and Ideal of from and against all costs, charges, claims, liabilities, obligations, actions, penalty, suits and proceedings whatsoever in the event of the Owners and/or Ideal being saddled with



any claim, liability or obligation relating to stamp duty and/or registration charges. In case of cancellation / termination of this Agreement for any reason whatsoever, the Buyer shall not be entitled to make any claim on account of stamp duty and/or registration charges and/or any other charges or expenses under any circumstances whatsoever.

- 17.10 **Amendments/Modifications:** No amendments or modifications of this Agreement or any part hereof shall be valid and effective unless it the same are made by an instrument in writing executed by all the Parties.
- 17.11 **Reservation of Rights:** No forbearance, indulgence, relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision.
- 17.12 **Waiver:** Any term or condition of this Agreement may be waived at any time by the Party who is entitled to the benefit thereof. Such waiver must be in writing and must be executed by the Party or an authorized agent of the Party. A waiver on one occasion will not be deemed to be waiver on a future occasion. Omission or delay on the part of either Party to require due and punctual performance of any obligation by the other Party shall not constitute a waiver of such obligation and it shall not in any manner constitute a continuing waiver and/or as a waiver of other breaches of the same or other obligations hereunder or as a waiver of any right or remedy that the Party may otherwise have in law or in equity.
- 17.13 **No Agency:** The Parties are entering into this Agreement on principal-to-principal basis and nothing contained herein shall make the Parties agents of each other.
- 17.14 **No Privity of Contract:** The Buyer shall have no connection whatsoever with the other Transferees and there shall be no privity of contract or any agreement or arrangement as amongst the Buyer and the other Transferees (either express or implied) and the Buyer shall be responsible to Ideal for fulfillment of the Buyer's obligations under this Agreement irrespective of non-compliance by any other Transferee.
- 17.15 **Non-Resident Indian Buyers:** If the Buyer is a resident outside India, then it shall be the Buyer's sole obligation and liability to comply with the provisions of all applicable laws including Foreign Exchange Management Act, 1999 (FEMA) and all other necessary requirements, rules, regulations, guidelines, etc. of the government or any other authority from time to time, including those pertaining to remittance of payment for acquisition of immovable properties in India. The Buyer shall also furnish the required declarations/documents to Ideal. Refunds, if any, shall however be made in Indian Rupees by Ideal to the Non-Resident Indians (NRI) and foreign citizens of Indian origin.
- 17.16 **Owners' Obligation:** Notwithstanding anything to the contrary contained elsewhere in this Agreement, it is expressly made clear that save and except execution of the Deed of Conveyance in respect of the said Flat And Appurtenances Thereof in favour of the Buyer upon the Buyer making full payment of all amounts payable hereunder to Ideal and complying with all his obligations, the Owners shall not have any other responsibility, obligation or liability whatsoever towards the Buyer including relating to development, construction or sale.

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Suresh Agarwal

18. **Notice**

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

19. **Alternative Dispute Resolution**

19.1 **Referral and Conduct:** Any dispute or difference in relation to or arising out of or touching or relating to this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively **Disputes**) shall be referred to arbitration (**Arbitration Tribunal**) in terms of the Arbitration and Conciliation Act, 1996 with modifications made from time to time (**Arbitration Act**). In this regard, the Parties irrevocably agree that (1) the place of arbitration shall be Kolkata only (2) the language of arbitration shall be English (3) the Arbitration Tribunal shall be entitled to give interim awards/directions regarding the Disputes (4) the Parties have expressly authorized the Arbitration Tribunal to adopt informal procedure and avoid all formal rules relating to procedure, disclosure, admission of documents, adducing of evidence etc. and (5) the directions and interfinal award of the Arbitration Tribunal shall be binding on the Parties.

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

20. **Jurisdiction**

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

21. **Rules of Interpretation**

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

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

21.3 **Schedules and Plans:** Schedules and Plans appended to this Agreement form a part of this Agreement and shall always be taken into consideration for interpreting the complete understanding between the Parties. Any reference to a schedule or plan is a reference to a schedule or plan to this Agreement.

21.4 **Definitions:** In this Agreement, words have been defined by putting them within brackets and printing them in bold. Where a word or phrase is defined, other parts

of speech or grammatical forms of that word or phrase shall have corresponding meaning.

21.5 **Documents:** A reference to a document includes an amendment or supplement or replacement or novation of that document.

21.6 **Successors of Buyer:** The term Buyer shall mean and include:

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

21.7 **Statutes:** Any reference to a statute, statutory provision or subordinate legislation shall include its amendment, modification, consolidation, re-enactment or replacement as enforced from time to time, whether before or after the date of this Agreement.

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

All That the pieces and parcels of land measuring about 808.015 Decimals (equivalent to about 308.46 cottahs) and 276.427 Decimals (equivalent to about 167.514 cottahs) and together aggregating about 884.442 Decimals (equivalent to about 535.994 cottahs) with structures thereon and comprised in Dag Nos. 489, 490, 491, 492, 549, 550, 551, 552, 553, 555 and 561 under Khatan Nos. 1215, 1330, 1261, 1324, 1195, 1196, 1197, 1321, 1207, 1327, 1325, 1294, 1272, 1295, 1275, 1329, 1333, 1216, 1263, 1276, 1278, 1324, 1277, 1330, 1194, 1190, 1186, 1188, 1203, 1209, 1187, 1331, 1279, 1326, 1316, 1273, 1328, 1318, 1267, 1280, 1273, 1274, 1269, 1268, 1259, 1260, 1311, 1312, 1313, 1315, 1310, 1314, 1761, 1760, 1749, 1764, 1752, 1778, 1779, 1811, 1809, 1806, 1217, 1418, 1419, 1590, 1810, 1198, 1218, 1571, 1416, 1417, 1412 and 1396 in Mouza Mahishbathan under J. L. No. 18 and in Dag Nos. 852 and 918 under Khatan Nos. 701, 700, 899, 702, 687, 684, 1650, 1657, 1655, 813, 379, 375, 374, 378, 612, 614, 404, 376, 470, 471, 1653, 473, 486, 465, 472, 1656, 377, 376, 383, 403, 406, 401, 402, 405, 463, 461, 462, 1654, 1651, 1649, 654, 703 and 681 in Mouza Thakdar under J. L. No. 19, both within jurisdiction of P. S. Salt Lake Electronics Complex (previously Bidhannagar East), within Ward No. 28 of Bidhannagar Municipal Corporation and now allotted Provisional Holding no. 091 by Bidhannagar Municipal Corporation, District North 24-Parganas, Pin - 700 102, delineated on the Plan A annexed hereto and bordered in colour Red thereon.

*Sanjay Aggarwal*

**Part II  
(Devolution Of Title)**

Ownership of Owners: By and under Deeds of Conveyance, details whereof are mentioned below, the Owners became owners of different portions of the Said Property (described in the 1<sup>st</sup> Schedule above) comprising of land measuring about 808.015 Decimals (equivalent to about 368.48 cotta) and 276.427 Decimals (equivalent to about 167.514 cotta) together aggregating about 864.442 Decimals (equivalent to about 535.994 cotta) with structures thereon and comprised in Dag Nos. 489, 490, 491, 492, 549, 550, 551, 552, 553, 555 and 561 in Mouza Mahishbathan under J. L. No. 18 and in Dag Nos. 552 and 918 in Mouza Thakdari under J. L. No. 19, both within jurisdiction of P. S. Self Lake Electronics Complex (previously Bidhannagar East), within Ward No. 28 of Bidhannagar Municipal Corporation and now allotted Provisional Holding no. 28 by Bidhannagar Municipal Corporation, District North 24 Parganas, Pin - 700102

Purchaser	Dag No.	Area in Cotta	Area in Decimal	Date of Registry	Deed No.	Registration Office
Exit Apartments Pvt. Ltd.	489	7.00	11.550	02-02-2008	03013/2008	DSR-II
Exit Infrastructure Pvt. Ltd.	852	7.00	11.550	02-02-2008	03022/2008	DSR-II
Exit Shelters Pvt. Ltd.	490	6.43	10.672	02-02-2008	03014/2008	DSR-II
Naku Himatanga	489	7.00	11.550	02-02-2008	03007/2008	DSR-II
Srewan Kumar Himatanga	489	7.00	11.550	02-02-2008	03288/2008	DSR-II
Exit Real Estates & Developers Pvt. Ltd.	490	7.00	11.550	02-02-2008	03014/2008	DSR-II
Exit Constructors Pvt. Ltd.	490	7.00	11.550	02-02-2008	03287/2008	DSR-II
Exit Residency Pvt. Ltd.	652	7.00	11.550	02-02-2008	03630/2008	DSR-II
Kanak Himatanga	489	7.00	11.550	02-02-2008	03029/2008	DSR-II
Dhya Himatanga	491	7.00	11.550	02-02-2008	03028/2008	DSR-II
Exit Plaza Pvt. Ltd.	491	7.00	11.550	02-02-2008	03284/2008	DSR-II
Exit Real Estates Consultants Pvt. Ltd.	852	7.24	12.160	12-05-2008	04563/2008	DSR-I
Exit Real Estates Agents Pvt. Ltd.	852	7.00	11.550	12-05-2008	04565/2008	DSR-II
Exit Transport Pvt. Ltd.	852	7.00	11.550	12-05-2008	04588/2008	DSR-II
Exit Builders Pvt. Ltd.	852	7.34	12.160	12-05-2008	04567/2008	DSR-II
Exit Estates Pvt. Ltd.	489	1.94	3.200	20-08-2008	07114/2008	DSR-II
Exit Estate Pvt. Ltd.	490	3.32	5.480	20-08-2008	07114/2008	DSR-II
Exit Endava Pvt. Ltd.	918	7.00	11.550	03-07-2008	05202/2008	DSR-II
Exit Builders Pvt. Ltd.	918	7.00	11.550	03-07-2008	05198/2008	DSR-II
Exit Homes Pvt. Ltd.	918	7.00	11.550	03-07-2008	05197/2008	DSR-II
Ideal Realcon Pvt. Ltd.	490	3.73	6.160	31-07-2008	02226/2008	DSR-II
Ideal Realcon Pvt. Ltd.	490	3.03	5.000	04-08-2008	06566/2008	DSR-II
Ideal Centers & Logistics Pvt. Ltd.	489	1.15	1.900	08-08-2008	04831/2008	DSR-II
Ideal Centers & Logistics Pvt. Ltd.	490	4.01	6.610	08-08-2008	04831/2008	DSR-II
Ideal Infrologics Pvt. Ltd.	490	4.59	7.560	08-08-2008	04615/2008	DSR-II
Ideal Inhabuild Pvt. Ltd.	490	4.38	7.230	08-08-2008	07116/2008	DSR-II
Ideal Inhabuild Pvt. Ltd.	852	1.55	2.560	08-08-2008	07115/2008	DSR-II
Exit Heights Pvt. Ltd.	489	1.65	2.720	14-08-2008	02241/2008	DSR-I
Exit Heights Pvt. Ltd.	490	5.13	8.490	14-08-2008	02241/2008	DSR-II
Exit Niman Pvt. Ltd.	490	4.38	7.220	22-08-2008	04903/2008	DSR-II

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Purchaser	Dag No.	Area in Cottah	Area in Decimal	Date of Registry	Deed No.	Registration Office
Ideal Devcon Pvt. Ltd.	490	3.21	5.200	22-08-2008	02109/2009	DSR-II
Ideal Devcon Pvt. Ltd.	852	3.52	5.800	22-08-2008	02109/2009	DSR-II
Ideal Infrolistics Pvt. Ltd.	490	2.81	4.530	27-08-2008	02242/2009	DSR-II
Ideal Camens & Logistics Pvt. Ltd.	852	1.42	2.350	27-08-2008	02200/2009	DSR-II
Ideal Infrabuild Pvt. Ltd.	490	0.88	1.450	12-09-2008	04807/2009	DSR-II
Ordn Housing Projects Pvt. Ltd.	490	4.34	7.150	12-09-2008	04606/2009	DSR-II
Exoti Estates Pvt. Ltd.	490	2.08	3.430	12-09-2008	04605/2009	DSR-I
Exoti Numan Pvt. Ltd.	852	2.590	4.270	12-09-2008	05201/2009	DSR-I
Ideal Awas Pvt. Ltd.	490	2.71	4.470	18-12-2008	14504/2009	ADSR, Salt Lake
Ideal Awas Pvt. Ltd.	490	2.71	4.470	18-12-2008	14502/2009	ADSR, Salt Lake
Ideal Awas Pvt. Ltd.	490	1.70	2.810	13-04-2009	03344/2009	ADSR, Salt Lake
Ordn Housing Projects Pvt. Ltd.	490	1.70	2.810	13-04-2009	03344/2009	ADSR, Salt Lake
Ideal Nee Plaza Pvt. Ltd.	490	4.75	7.640	02-06-2009	08154/2009	ADSR, Salt Lake
Ideal Marrygold Heights Pvt. Ltd.	490	1.62	3.010	02-09-2009	08171/2009	ADSR, Salt Lake
Ideal Orchid Numan Pvt. Ltd.	490	4.75	7.640	02-09-2009	08170/2009	ADSR, Salt Lake
Ideal Silverline Builders Pvt. Ltd.	490	4.75	7.640	02-09-2009	08183/2009	ADSR, Salt Lake
Ideal Nivasa Pvt. Ltd.	490	4.70	7.600	02-09-2009	08172/2009	ADSR, Salt Lake
Ideal Marrygold Heights Pvt. Ltd.	852	4.100	6.620	02-09-2009	08164/2009	ADSR, Salt Lake
Ideal Rose Developers Pvt. Ltd.	490	1.35	2.230	08-08-2009	06330/2009	ADSR, Salt Lake
Ideal Rose Developers Pvt. Ltd.	852	4.230	6.990	09-08-2009	8331/2009	ADSR, Salt Lake
Ideal Ahsan Pvt. Ltd.	549	0.182	0.300	20-04-2010	03992/2010	ADSR, Salt Lake
Ideal Ahsan Pvt. Ltd.	550	0.808	1.001	20-04-2010	03992/2010	ADSR, Salt Lake
Ideal Ahsan Pvt. Ltd.	551	1.667	2.750	20-04-2010	03992/2010	ADSR, Salt Lake
Ideal Grace Infracon Pvt. Ltd.	549	0.182	0.300	20-04-2010	03992/2010	ADSR, Salt Lake
Ideal Grace Infracon Pvt. Ltd.	550	0.808	1.000	20-04-2010	03992/2010	ADSR, Salt Lake
Ideal Grace Infracon Pvt. Ltd.	551	1.667	2.750	20-04-2010	03992/2010	ADSR, Salt Lake
Ideal Ahsan Pvt. Ltd.	552	0.910	1.500	20-04-2010	03989/2010	ADSR, Salt Lake
Ideal Grace Infracon Pvt. Ltd.	552	0.910	1.500	20-04-2010	03989/2010	ADSR, Salt Lake
Ideal Sayonara Towers Pvt. Ltd.	553	5.400	9.010	20-04-2010	03989/2010	ADSR, Salt Lake
Ideal Jaanico Nivasa	552	0.910	9.010	20-04-2010	03991/2010	ADSR, Salt Lake

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*Suyash Agarwal*

Purchaser	Dag No.	Area in Cottah	Area in Decimal	Date of Registry	Deed No.	Registration Office
PvL Ltd						
Exult Properties Pvt. Ltd.	490	4.400	7.250	29-10-2010	10845/2010	Lake
Exult Properties Pvt. Ltd.	662	1.830	3.020	29-10-2010	10864/2010	ADSR, Salt Lake
Greenview Enclave Pvt. Ltd.	490	7.00	11.550	02-12-2013	03488/2013	ADSR, Salt Lake
Greenview Infrahomes Pvt. Ltd.	918	2.82	4.105	02-12-2013	03484/2013	ADSR, Salt Lake
Greenview Towers Pvt. Ltd.	918	5.15	8.800	02-12-2013	03482/2013	ADSR, Salt Lake
Greenview Devon Pvt. Ltd.	852	6.19	10.220	02-12-2013	03481/2013	ADSR, Salt Lake
Greenview Hospitality Pvt. Ltd.	918	2.82	4.050	02-12-2013	03485/2013	ADSR, Salt Lake
Greenview Procon Pvt. Ltd.	918	2.82	4.105	02-12-2013	03483/2013	ADSR, Salt Lake
Greenview Interiors Pvt. Ltd.	489	1.85	3.080	02-12-2013	03480/2013	ADSR, Salt Lake
Greenview Infalogistics Pvt. Ltd.	490	3.978	8.580	02-12-2013	03487/2013	ADSR, Salt Lake
Greenview Infrahousing Pvt. Ltd.	918	7.00	11.550	06-12-2013	03544/2013	ADSR, Salt Lake
Greenview Infraactions Pvt. Ltd.	918	7.00	11.550	06-12-2013	03549/2013	ADSR, Salt Lake
Greenview Infrabuild Pvt. Ltd.	490	2.06	3.383	06-12-2013	03549/2013	ADSR, Salt Lake
Greenview Infrabuild Pvt. Ltd.	490	4.10	6.000	06-12-2013	03549/2013	ADSR, Salt Lake
Greenview Niwas Pvt. Ltd.	490	1.770	2.920	06-12-2013	03562/2013	ADSR, Salt Lake
Greenview Hospitality Pvt. Ltd.	918	2.230	3.600	06-12-2013	03550/2013	ADSR, Salt Lake
Greenview Avas Pvt. Ltd.	492	1.62	2.500	20-12-2013	16044/2013	ARA-II
Greenview Garden Pvt. Ltd.	852	7.00	11.550	20-12-2013	16043/2013	ARA-II
Greenview Shelters Pvt. Ltd.	852	1.03	1.700	20-12-2013	16042/2013	ARA-II
Greenview Hospitality Pvt. Ltd.	492	2.35	3.870	20-12-2013	16041/2013	ARA-II
Greenview Procon Pvt. Ltd.	490	2.40	3.880	20-12-2013	16040/2013	ARA-II
Greenview Procon Pvt. Ltd.	490	1.39	2.300	20-12-2013	16045/2013	ARA-II
Greenview Heights Pvt. Ltd.	490	2.32	3.820	27-12-2013	03623/2013	ADSR, Salt Lake
Greenview Infalogistics Pvt. Ltd.	490	1.58	2.600	27-12-2013	03626/2013	ADSR, Salt Lake
Greenview Infrahomes Pvt. Ltd.	490	2.65	4.380	27-12-2013	03624/2013	ADSR, Salt Lake
Greenview Shelters Pvt. Ltd.	490	3.73	6.190	27-12-2013	03631/2013	ADSR, Salt Lake
Greenview Complex Pvt. Ltd.	490	6.18	10.160	27-12-2013	03630/2013	ADSR, Salt Lake
Greenview Adavan Pvt. Ltd.	490	2.06	3.430	27-12-2013	03627/2013	ADSR, Salt Lake

36 ± 5% for final check.

Suryan Agrawal

Purchaser	Dag No.	Area in Cotta	Area in Decimal	Date of Registry	Deed No.	Registration Office
Greenview Abaan Pvt. Ltd.	490	4.35	7.180	27-12-2013	03827/2013	ADSR, Salt Lake
Greenview Colonizers Pvt. Ltd.	490	1.64	2.700	27-12-2013	03822/2013	ADSR, Salt Lake
Greenview Infancia Pvt. Ltd.	490	4.20	6.930	27-12-2013	03825/2013	ADSR, Salt Lake
Greenview Heights Pvt. Ltd.	490	3.65	5.040	30-12-2013	03843/2013	ADSR, Salt Lake
Greenview Heights Pvt. Ltd.	490	1.99	3.250	30-12-2013	03843/2013	ADSR, Salt Lake
Greenview Intanmas Pvt. Ltd.	490	7.02	11.610	30-12-2013	03841/2013	ADSR, Salt Lake
Greenview Avas Pvt. Ltd.	490	5.85	9.550	30-12-2013	03840/2013	ADSR, Salt Lake
Greenview Collage Pvt. Ltd.	490	5.95	9.550	30-12-2013	03839/2013	ADSR, Salt Lake
Greenview Colonizers Pvt. Ltd.	490	4.75	7.600	30-12-2013	03842/2013	ADSR, Salt Lake
Greenview Infrastrates Pvt. Ltd.	918	6.21	10.250	09-01-2014	00071/2014	ADSR, Salt Lake
Greenview Kutr Pvt. Ltd.	852	6.50	10.720	16-01-2014	00522/2014	ARA-II
Greenview Mansions Pvt. Ltd.	852	9.50	10.730	16-01-2014	00518/2014	ARA-II
Greenview Abaan Pvt. Ltd.	852	3.155	5.215	09-03-2014	02800/2014	ARA-B
Greenview Abaan Pvt. Ltd.	852	2.880	4.770	06-03-2014	02079/2014	ARA-B
Greenview Avas Pvt. Ltd.	852	1.207	3.232	09-03-2014	02076/2014	ARA-II
Greenview Avas Pvt. Ltd.	852	4.235	7.000	21-04-2014	04915/2014	ARA-II
Greenview Nivas Pvt. Ltd.	852	3.552	5.837	21-04-2014	04881/2014	ARA-II
Greenview Hospitality Pvt. Ltd.	852	4.300	7.117	21-04-2014	04883/2014	ARA-II
Greenview Shelters Pvt. Ltd.	549	2.000	3.300	04-07-2014	00533/2014	ARA-II
Greenview Shelters Pvt. Ltd.	549	2.000	3.300	11-07-2014	00803/2014	ARA-II
Ideal Residency Management & Services Pvt. Ltd.	490	6.119	10.115	27-09-2014	12499/2014	ARA-II
Ideal Rice Projects Pvt. Ltd.	491	2.424	4.005	27-09-2014	12497/2014	ARA-II
Ideal Rice Projects Pvt. Ltd.	490	2.871	4.745	27-09-2014	12507/2014	ARA-II
Ajanti Properties Pvt. Ltd.	800	3.827	6.491	27-09-2014	12496/2014	ARA-II
Exult Retreat Pvt. Ltd.	895	3.827	6.491	27-09-2014	12505/2014	ARA-II
Exult Road House Pvt. Ltd.	918	7.125	11.775	27-09-2014	12513/2014	ARA-II
Exult Motel Pvt. Ltd.	918	7.125	11.775	27-09-2014	12512/2014	ARA-II
Ideal Apartments Pvt. Ltd.	918	7.297	12.060	27-09-2014	12502/2014	ARA-II
Empire Mansion Pvt. Ltd.	918	5.050	8.330	17-06-2015	150401877/15	ADSR, Salt Lake
Empire Apartments Pvt. Ltd.	918	5.050	8.330	17-06-2015	150401878/15	ADSR, Salt Lake
Empire Assoc Pvt. Ltd.	892	1.300	2.146	17-09-2015	150401879/15	ADSR, Salt Lake

I <sup>for</sup> *Sanjay Chugh*

*Sanjay Chugh*

Purchaser	Dag No.	Area in Cottah	Area in Decimal	Date of Registry	Deed No.	Registration Office
Emperor Towers Pvt. Ltd.	491	4.150	8.860	24-12-2015	190403226/15	ARA-IV
Emperor Abbasan Pvt. Ltd.	518	5.050	8.330	24-12-2015	190403220/15	ARA-IV
Emperor Infaprojects Pvt. Ltd.	518	5.050	8.330	24-12-2015	190403221/15	ARA-IV
Emperor Hirise Pvt. Ltd.	501	2.610	4.313	24-12-2015	190403219/15	ARA-IV
Emperor Conclave Pvt. Ltd.	561	5.230	8.925	24-12-2015	190403225/15	ARA-IV
Emperor Infaprojects Pvt. Ltd.	550	0.510	1.050	24-12-2015	190403224/15	ARA-IV
Emperor Complex Pvt. Ltd.	501	1.870	2.750	24-12-2015	190403229/15	ARA-IV
Emperor Axes Pvt. Ltd.	552	2.700	4.560	24-12-2015	190403218/15	ARA-IV
Emperor Homes Pvt. Ltd.	552	2.700	4.560	24-12-2015	190403215/15	ARA-IV
Greenview Nirvan Pvt. Ltd.	490	6.05	10.000	31-03-2017	190403071/17	ARA-IV
Emperex Residency Pvt. Ltd.	490	0.95	1.560	31-03-2017	190403064/17	ARA-IV
Greenview Infracon Pvt. Ltd.	490	6.65	10.000	31-03-2017	190403070/17	ARA-IV
Emperor Residency Pvt. Ltd.	490	0.95	1.560	31-03-2017	190403068/17	ARA-IV
Greenview Infanketan Pvt. Ltd.	490	6.05	10.000	31-03-2017	190403067/17	ARA-IV
Emperor Halse Pvt. Ltd.	490	0.95	1.560	31-03-2017	190403072/17	ARA-IV
Greenview Plaza Pvt. Ltd.	490	6.05	10.000	31-03-2017	190403065/17	ARA-IV
Emperor Promoters Pvt. Ltd.	490	0.95	1.540	31-03-2017	190403069/17	ARA-IV
Greenview Infaproperties Pvt. Ltd.	552	2.000	3.300	31-03-2017	190403088/17	ARA-IV
Greenview Infaproperties Pvt. Ltd.	553	2.000	3.300	31-03-2017	190403089/17	ARA-IV
		935.994	884.442			

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

Residential Flat No. GROUND C, on the Ground Floor, measuring carpet area approximately 644 (Six hundred Forty Four Only) square feet, super built-up area approximately 1050 (one thousand fifty only) square feet, comprised in the Block named GARNET forming part of the Said Complex named *Ideal Aquaview*, to be constructed on the Said Property described in the 1<sup>st</sup> Schedule above. The layout of the Said Flat is delineated on the Plan B annexed hereto and bordered in colour Red thereon.

**Part II  
(Parking Space)**

Right to park 1 (One) medium sized car in the OPEN Parking Space in the open areas of the Said Property

*I have signed*  
I

*Singh Agarwal*



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

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

The right to park in the Parking Space described in Part II of the 2<sup>nd</sup> Schedule above.

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

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

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

**A. Common Portions as are common between the co-owners of a Block:**

**1. Areas:**

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

**2. Water and Plumbing:**

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

**3. Electrical and Miscellaneous Installations:**

- (a) Electrical Installations including wiring and accessories (save those inside any Flat) for receiving electricity from Electricity Supply Agency or Generator(s)/Standby Power Source to all the Flats in the Block and Common Portions within or attributable to the Block.
- (b) Lift and lift machinery of the Block.
- (c) Fire fighting equipment and accessories in the Block.

**4. Others:**

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

29 I  
for  
Signed  
Agreed

*Singh Aggarwal*

**B. Common Portions as are meant for common use of all the owners of the said Complex :**

**1. Areas:**

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

**2. Water and Plumbing:**

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

**3. Electrical and Miscellaneous Installations:**

- (a) Wiring and accessories for lighting of Common Portions of the Said Complex.
- (b) Installation relating to sub-station and common transformer for the Said Complex.
- (c) Generator(s)/Standby Power Source and accessories for provision of stand by power to the Common Portions of the Said Complex.
- (d) Common fire fighting equipment for the Said Complex.

**4. Residents' Club:**

- (a) Sports facilities
- (b) Recreation facilities
- (c) Banquet facilities
- (d) Others

**5. Others:**

Other Common Portions and installations and/or equipment as are provided or may be provided in future in the Said Complex for common use and enjoyment of all Transferees.

**Notes:**

- 1. It is however expressly made clear that the Private Garden attached and/or appurtenant to some of the Flats shall not form part of the Common Portions under any circumstance.
- 2. It is further expressly made clear that the space(s) reserved for the covered or open car parking spaces allotted to some flat owners and in respect of which "Right to Use" has been given or the space reserved or alienated to any third party shall not form part of the Common Portions under any circumstance.

*Signature*

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

1. **Maintenance:** All costs and expenses of maintaining, operating, painting, decorating, white-washing, repairing, replacing, redecorating, rebuilding, re-constructing, lighting and renovating the Common Portions including all exterior and interior walls (but not inside any Flat) and in particular the Common Roof to the extent of leakage to the upper floors.
2. **Operational:** All expenses (including licence fees, taxes and levies, if any) for running and operating all machineries, equipment and installations comprised in the Common Portions including transformer, generator, lift, water pump changeover switches, light, and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto 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 clerks, liftmen, sweepers, plumbers, electricians etc. and other maintenance persons including their bonus and other emoluments and benefits.
4. **Residents' 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.
5. **Taxes & Levies:** Rates & Taxes and levies, surcharge, cess and all other outgoings for the Common Portions (including running of the Residents' Club) or for the Said Complex save the taxes determined and payable by the Transferees for their respective Flats upon separate assessment.
6. **Association:** Establishment and all other expenses of the Association or any agency looking after the Common Portions.
7. **Reserves:** Creation of funds for replacement, renovation and/or other periodic expenses if thought fit by the Association (upon formation).
8. **Facilities:** All charges, deposits, costs and expenses incurred for the supply, installation, maintenance, upkeep and running of the facilities as more fully described in the 3<sup>rd</sup> Schedule above.
9. **Insurance:** All premiums and payments in respect of taking out insurance policy covering the Said Complex, periodically.
10. **Electricity:** All charges for the electricity consumed for the operation of the common machinery and equipment and for the Common Portions and common purposes.
11. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions.
12. **Others:** All other expenses and/or outgoings as may be determined by Ideal/Facility Manager/Association (upon formation) for the common purposes.

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[Signature]

*Sanjay Agarwal*

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

**Superstructure:** RCC structure

**Walls:**  
Plaster of Paris (interior)  
Attractive external finish

**Windows:** Aluminium windows with grills

**Doors:** Flush doors with Accessories

**Kitchen:**  
Tiles flooring with granite top platform  
Ceramic tiles dado

**Toilets:**  
Concealed plumbing system using standard materials  
Ceramic sanitary ware with C.P. fittings  
Tiles flooring and tiles on walls

**Flooring:**  
Vitrified tiles in the living rooms/bedrooms  
Marble/Tiles/Stones in all Common Portions including the stairs  
Laminated floorings in master bedroom

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

**Water Supply/Sewerage System:**  
24 hours water supply  
Sewerage/Drainage system from the Block to the main sewerage system

**Air Conditioning:** In Living/Dining Room and all Bed Rooms.

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P. *Sund*  
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*Suyash Appand.*



22. Execution and Delivery

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

For  
EMPEROR RESIDENCY PVT. LTD.  
GREENVIEW INFRAABASAN PVT. LTD.  
GREENVIEW INFRAKINISTAN PVT. LTD.  
EMPEROR HIRSE PVT. LTD.  
GREENVIEW ENCLAVE PVT. LTD.  
GREENVIEW INFRAKIRMAN PVT. LTD.  
EKULT APARTMENTS PVT. LTD.  
EKULT INFRASTRUCTURE PVT. LTD.  
EKULT SHELTERS PVT. LTD.  
EKULT REAL ESTATES & DEVELOPERS PVT. LTD.  
EKULT CONSTRUCTIONS PVT. LTD.  
EKULT RESIDENCY PVT. LTD.  
GREENVIEW WAWAS PVT. LTD.  
EKULT REAL ESTATES CONSULTANTS PVT. LTD.

EKULT PLAZA PVT. LTD.  
EKULT PROPERTIES PVT. LTD.  
EKULT RETREAT PVT. LTD.  
EKULT ROAD HOUSE PVT. LTD.  
GREENVIEW INFRA PROPERTIES PVT. LTD.  
EKULT HOTEL PVT. LTD.  
IDEAL ABASAN PVT. LTD.  
IDEAL APARTMENTS PVT. LTD.  
IDEAL GRACE INFRACON PVT. LTD.  
IDEAL JASMINE NIWAS PVT. LTD.  
IDEAL RICE PROJECTS PVT. LTD.  
IDEAL SAYONARA TOWERS PVT. LTD.

GREENVIEW HEIGHTS PVT. LTD.  
GREENVIEW INFRA LOGISTICS PVT. LTD.  
ANJANI PROPERTIES PVT. LTD.  
EMPEROR APARTMENTS PVT. LTD.  
EMPEROR ARA PVT. LTD.  
EMPEROR COMPLEX PVT. LTD.  
EMPEROR CONCLAVE PVT. LTD.  
EMPEROR HOMES PVT. LTD.  
GREENVIEW KIRMAN PVT. LTD.  
EMPEROR ABASAN PVT. LTD.  
IDEAL RESIDENCY MANAGEMENT & SERVICE PVT. LTD.  
EMPEROR INFRA PROJECTS PVT. LTD.  
EMPEROR MANSION PVT. LTD.  
EMPEROR TOWERS PVT. LTD.

GREENVIEW INFRA REALTORS PVT. LTD.  
EKULT BUILDCON PVT. LTD.  
EKULT HOMES PVT. LTD.  
GREENVIEW INFRA STATES PVT. LTD.  
IDEAL REALCON PVT. LTD.  
IDEAL CARRIERS & LOGISTICS PVT. LTD.  
IDEAL INFRA LOGISTICS PVT. LTD.  
GREENVIEW SHELTERS PVT. LTD.  
EKULT HEIGHTS PVT. LTD.  
EKULT KIRMAN PVT. LTD.  
IDEAL DEVCON PVT. LTD.  
GREENVIEW COMPLEX PVT. LTD.  
GREENVIEW DULCOR PVT. LTD.  
GREENVIEW COLONIZERS PVT. LTD.

EKULT REAL ESTATE AGENTS PVT. LTD.  
EKULT TRANSPORT PVT. LTD.  
EKULT BUILDERS PVT. LTD.  
GREENVIEW GARDEN PVT. LTD.  
GREENVIEW KOTIP PVT. LTD.  
GREENVIEW MANSIONS PVT. LTD.  
GREENVIEW HOSPITALITY PVT. LTD.  
GREENVIEW INFRAHOME 3 PVT. LTD.  
GREENVIEW PROCON PVT. LTD.  
GREENVIEW INFRA BUILD PVT. LTD.  
GREENVIEW INFRA WAWAS PVT. LTD.  
GREENVIEW NIWAS PVT. LTD.  
EKULT ENCLAVE PVT. LTD.  
GREENVIEW INFRA HOUSING PVT. LTD.

IDEAL INFRA BUILD PVT. LTD.  
IDEAL HOUSING PROJECTS PVT. LTD.  
EKULT ESTATES PVT. LTD.  
IDEAL AWAS PVT. LTD.  
GREENVIEW PLAZA PVT. LTD.  
EMPEROR PROMOTERS PVT. LTD.  
GREENVIEW ABASAN PVT. LTD.  
IDEAL RICE PLAZA PVT. LTD.  
IDEAL MANSION OLD HOUSING PVT. LTD.  
IDEAL ORCHID KIRMAN PVT. LTD.  
IDEAL SILVERLINE BUILDCON PVT. LTD.  
IDEAL NIWAS PVT. LTD.  
IDEAL ROSE DEVELOPERS PVT. LTD.  
GREENVIEW COTTAGE PVT. LTD.

*Ravi Dandu*

Authorized Signatory

*Ravi Dandu*

Authorized Signatory

*Ravi Dandu*  
AS CONSTITUTED ATTORNEY OF:  
SRAWAN KUMAR HIMATSINGKA  
KANAK HIMATSINGKA  
NAKUL HIMATSINGKA  
DIVYA HIMATSINGKA

[Owners Through their Authorized Signatory/Constituted Attorney]

*I*

*Singh Agarwal*

su. kinnalgar .

[Deal Through its Authorized Signatory/Constituted Attorney]

FS1

FS2

and signatory  
Land Agreement

[Buyer]

Witnesses:

Signature Shagun SUREKA

Name SHAGUN SUREKA

Father's Name HANESH SUREKA

Address 51, T. L. NEHRU RD

KOLKATA - 71

Signature Souvik DAS

Name SOVIK DAS

Father's Name SADU DAS

Address 51, T. L. NEHRU RD

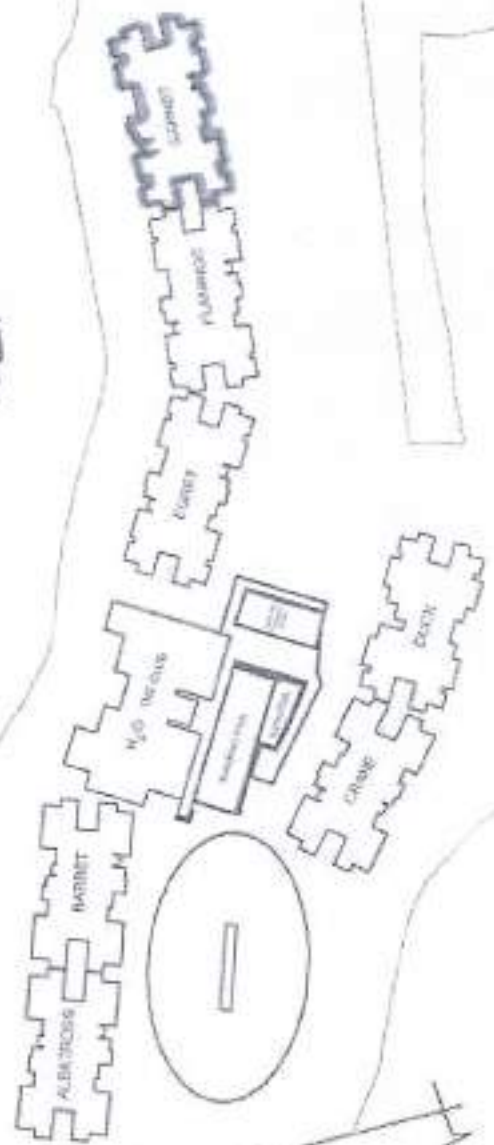
KOLKATA - 71

Shagun SUREKA



*Original  
Survey*

F51 ✓  
F52 ✓



IDEAL  
AQUAVIEW

SITE PLAN

40 M WIDE MAIN ROAD

*S.K. Himmatsingh*

*Singh Agarwal*