

23

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.
- 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 Owner and/or Ideal being made liable for payment of any tax (excepting Income Tax), fee, duty, levy or any other liability under any statute or law for the time being in force or enforced in future (such as Service Tax, Works Contract Tax, Value Added Tax or any other tax, fee and imposition levied by the State Government, Central Government or any other authority or body) or if the Owner and/or Ideal are advised by their consultant that the Owner and/or Ideal are liable or shall be made liable for payment of any such tax, fee, duty, levy or other liability on account of the Owner 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 Owner and Ideal indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. The taxes, fees, duties, levies or other liabilities so imposed or estimated by the Owner's 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.

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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:

- (a) 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, meters 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 shall take steps and get transferred all necessary permissions and licenses in their names including lift license, generator license, fire licence, 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 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 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.

24 *D. Agarwal*
Narain K Agarwal

(c) **Prior Written Permission and Tripartite Agreement:** In respect of any nomination, the Buyer shall obtain prior permission of Ideal and the Buyer and the nomination shall be valid only upon the Buyer and the nominee entering into a nomination agreement as per the standard format prepared by the Legal Advisors wherein the Owners and Ideal shall also join only for the purpose of confirmation of nomination.

(d) **Nomination Fees:** The Buyer shall pay a sum calculated @ Rs. 35/- (Rupees thirty five) per square feet of built-up area as and by way of nomination fees to 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, 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 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 the 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 and 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.

17.8 **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 appropriate stamp duty and registration charges payable in respect thereof and upon notice being received, the Owners and Ideal shall remain present 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 Owner 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 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.

D. Agarwal,
Narsimh Agarwal

- 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:** The Owners are joining this Agreement for the limited purpose of accepting and acknowledging their obligation to sell, transfer and convey the Land Share in favour of the Buyer as one of the nominees of Ideal under the said Agreements dated 18.01.2014. 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 Thereto 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 will not have any other responsibility, obligation or liability whatsoever towards the Buyer relating to development, construction or sale.

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 4th 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 the sole arbitration of such person as be nominated by the Legal Advisors (**Arbitration Tribunal**) and finally resolved by arbitration in terms of the Arbitration and Conciliation Act, 1996 with modifications made from time

26 *D. Agarwal,*
Narsimh or Agarwal

to time (**Arbitration Act**). In this regard, the Parties irrevocably agree that (1) although the Legal Advisors have acted on behalf of Ideal in this transaction, the Parties have full confidence in the impartiality of the Legal Advisors and have willingly accepted that the Legal Advisors shall be the nominating agency of the Arbitration Tribunal (2) the place of arbitration shall be Kolkata only (3) the language of arbitration shall be English (4) the Arbitration Tribunal shall be entitled to give interim awards/directions regarding the Disputes (5) the Parties have expressly authorized the Arbitration Tribunal to adopt informal procedure and avoid all formal rules relating to procedure, disclosure, admission of documents, adducing of evidence etc. and (6) the directions and interim/ final award of the Arbitration Tribunal shall be binding on the Parties

19.2 **No Legal Proceeding without Recourse to Arbitration:** The Parties shall not commence legal proceedings or have any receiver appointed over the Said Flat And Appurtenances and/or the Said Block/Said Complex/Said 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;

27 *D. Agarwal,*
Narsimhan Agarwal

21

(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.

1st Schedule
Part I
(Said Property)

Land, measuring about 608.01 Decimals (equivalent to about 368.48 cottahs) with structures thereon and comprised in Dag Nos. 490, 489, and 492 in Mouza Mahishbathan under J.L. No. 18 and in Dag Nos. 852 and 918 in Mouza Thakdari under J.L. No. 19, both within jurisdiction of P.S. Salt Lake Electronics Complex (previously Bidhannagar East), within Ward No. 1 of Bidhannagar Municipality and now allotted Provisional Holding no. 001 by Bidhannagar Municipality, District North 24-Parganas and delineated on Plan A annexed hereto and bordered in colour Red thereon and butted and bounded as follows:

On the North by	By Municipal Road
On the East by	By part of R.S. & L.R. Dag Nos. 850, 851, 853, 894, 895, 896, 897, 900, 912, 913 and 914 under Mouza Thakdari
On the South by	By part of R.S. & L.R. Dag No. 918 under Mouza Thakdari and 555 under Mouza Mahishbathan
On the West by	By part of R.S. & L.R. Dag Nos. 487, 488, 491, 492, 493, 494, 548, 549, 550, 552 and 553 under Mouza Mahishbathan

HOWSOEVER OTHERWISE the same may be butted bounded called known numbered described or distinguished.

Part II
(Devolution Of Title)

Ownership of Owners: By and under 78 Deeds of Conveyance, details whereof are mentioned below, the Owners became owners of different portions of the Said Property (described in the 1st Schedule above) comprising of land together measuring about 608.01 Decimals (equivalent to about 368.48 cottahs):

Deed Details	Owner	Land Area
Deed dated 06.12.2013, registered at the Office of the A.D.S.R., Bidhannagar in Book No. I, C.D. Volume No. 11, Pages 90 to 104, Being No. 03553 of 2013.	Om Prakash Himatsingka	11.55 decimal in Dag No. 490 in Mouza Mahishbathan
Deed dated 06.12.2013, registered at the Office of the A.D.S.R., Bidhannagar in Book No. I, C.D. Volume No. 11, Pages 126 to 140, Being No. 03554 of 2013.	Manisha Himatsingka	11.55 decimal in Dag No. 490 in Mouza Mahishbathan
Deed dated 06.12.2013, registered at the Office of the A.D.S.R., Bidhannagar, in Book No. I, C.D. Volume No. 11, Pages 16 to 30, Being No. 03546 of 2013.	Revant Himatsingka	11.55 decimal in Dag No. 490 in Mouza Mahishbathan

Deed Details	Owner	Land Area
Deed dated 02.12.2013, registered at the Office of the A.D.S.R., Bidhannagar, in Book No. I, C.D. Volume No.10, Pages 5118 to 5132, Being No.03466 of 2013.	Greenview Enclave Private Limited	11.55 decimal in Dag No. 490 in Mouza Mahishbathan
Deed dated 30.12.2013, registered at the Office of the A.D.S.R., Bidhannagar, in Book No. I, C.D. Volume No. 11 Pages 6329 to 6343, Being No. 03841 of 2013.	Greenview Infranirman Private Limited	11.61 decimal in Dag No. 490 in Mouza Mahishbathan
Deed dated February 2, 2008, registered at the Office of the District Sub-Registrar II, North 24 Parganas, in Book No. I, C.D. Volume No. 4, Pages 11143 to 11155, and Being No. 03013 of 2008.	Exult Apartments Private Limited	11.55 decimal in Dag No. 490 in Mouza Mahishbathan
Deed dated February 2, 2008, registered at the Office of the District Sub-Registrar II, North 24 Parganas, in Book No. I, C.D. Volume No. 4, Pages 11291 to 11303, and Being No. 03022 of 2008.	Exult Infrastructure Private Limited	11.55 decimal in Dag No. 852 in Mouza Thakdari
Deed dated February 2, 2008, registered at the Office of the District Sub-Registrar II, North 24 Parganas, in Book No. I, C.D. Volume No. 4, Pages 11123 to 11130, and Being No. 03011 of 2008.	Exult Shelters Private Limited	10.67 decimal in Dag No. 490 in Mouza Mahishbathan
Deed dated February 2, 2008, registered at the Office of the District Sub-Registrar II, North 24 Parganas, in Book No. I, C.D. Volume No. 4, Pages 11080 to 11087, and Being No. 03007 of 2008.	Nakul Himatsingka	11.55 decimal in Dag No. 489 in Mouza Mahishbathan
Deed dated February 2, 2008, registered at the Office of the District Sub-Registrar II, North 24 Parganas, in Book No. I, C.D. Volume No. 4, Pages 15827 to 15839, and Being No. 03288 of 2008.	Shrawan Kumar Himatsingka	11.55 decimal in Dag No. 489 in Mouza Mahishbathan
Deed dated February 2, 2008, registered at the Office of the District Sub-Registrar II, North 24 Parganas, in Book No. I, C.D. Volume No. 4, Pages 11156 to 11168, and Being No. 03014 of 2008.	Exult Real Estates & Developers Private Limited	11.55 decimal in Dag No. 490 in Mouza Mahishbathan
Deed dated February 2, 2008, registered at the Office of the District Sub-Registrar II, North 24 Parganas, in Book No. I, C.D. Volume No. 4, Pages 15819 to 15826, and Being No. 03287 of 2008.	Exult Constructions Private Limited	11.55 decimal in Dag No. 490 in Mouza Mahishbathan
Deed dated February 2, 2008, registered at the Office of the District Sub-Registrar II, North 24 Parganas, in Book No. I, C.D. Volume No. 4, Pages 11417 to 11429, and Being No. 03030 of 2008.	Exult Residency Private Limited	11.55 decimal in Dag No. 852 in Mouza Thakdari
Deed dated February 2, 2008, registered at the Office of the District Sub-Registrar II, North 24 Parganas, in Book No. I, C.D. Volume No. 4, Pages 11404 to 11416 and Being No. 03029 of 2008.	Smt. Kanak Himatsingka	11.55 decimal in Dag No. 489 in Mouza Mahishbathan

Deed Details	Owner	Land Area
Deed dated 20.12.2013, registered at the Office of the ARA-II, Kolkata, in Book No. I, C.D. Volume No. 53, Pages 2061 to 2075 and Being No. 16944 of 2013.	Greenview Awas Private Limited	2.50 decimals in Dag No. 492 in Mouza Mahishbathan.
Deed dated 20.12.2013, registered at the Office of the ARA-II, Kolkata, in Book No. I, C.D. Volume No. 53, Pages 2016 To 2030 and Being No. 16941 of 2013.	Greenview Hospitality Private Limited	3.87 decimal in Dag No. 492 in Mouza Mahishbathan.
Deed dated May 12, 2008, registered at the Office of the District Sub-Registrar II, North 24 Parganas, in Book No. I, C.D. Volume No. 6, Pages 7326 to 7340 and Being No. 04563 of 2008.	Exult Real Estates Consultants Private Limited	12.10 decimals in Dag No. 852 in Mouza Thakdari.
Deed dated May 12, 2008, registered at the Office of the District Sub-Registrar II, North 24 Parganas, in Book No. I, C.D. Volume No. 6, Pages 7813 to 7827 and Being No. 04595 of 2008.	Exult Real Estates Agents Private Limited	11.55 decimals in Dag No. 852 in Mouza Thakdari.
Deed dated May 12, 2008, registered at the Office of the District Sub-Registrar II, North 24 Parganas, in Book No. I, C.D. Volume No. 6, Pages 7734 to 7742 and Being No. 04588 of 2008.	Exult Transport Private Limited	11.55 decimals in Dag No. 852 in Mouza Thakdari.
Deed dated May 12, 2008, registered at the Office of the District Sub-Registrar II, North 24 Parganas, in Book No. I, C.D. Volume No. 6, Pages 7839 to 7853 and Being No. 04597 of 2008.	Exult Builders Private Limited	12.10 decimals in Dag No. 852 in Mouza Thakdari.
Deed dated 20.12.2013, registered at the Office of the ARA-II, Kolkata, in Book No. I, C.D. Volume No. 53, Pages 2046 to 2060 and Being No. 16943 of 2013.	Greenview Garden Private Limited	11.55 decimals in Dag No. 852 in Mouza Thakdari.
Deed dated 16.01.2014, registered at the Office of the ARA-II, Kolkata, in Book No.I, C.D. Volume No.3, Pages 487 to 500 and Being No. 00522 of 2014.	Greenview Kutir Private Limited	10.745 decimals in Dag No. 852 in Mouza Thakdari.
Deed dated 16.01.2014, registered at the Office of the ARA-II, Kolkata, in Book No.I, C.D. Volume No.3, Pages 463 to 476 and Being No. 00519 of 2014.	Greenview Mansions Private Limited	10.745 decimals in Dag No. 852 in Mouza Thakdari.
Deed dated 02.12.2013, registered at the Office of the A.D.S.R., Bidhannagar, in Book No. I, C.D. Volume No. 10, Pages 5103 to 5117 and Being No. 03465 of 2013.	Greenview Hospitality Private Limited	4.65 decimal in Dag No. 918 in Mouza Thakdari.
Deed dated 02.12.2013, registered at the Office of the A.D.S.R., Bidhannagar, in Book No. I, C.D. Volume No. 10, Pages 5073 to 5078 and Being No. 03463 of 2013.	Greenview Procon Private Limited	4.165 decimals in Dag No. 918 in Mouza Thakdari.
Deed dated 02.12.2013, registered at the Office of the A.D.S.R., Bidhannagar, in Book No. I, C.D. Volume No. 10, Pages 5088 to 5102 and Being No.03464 of 2013.	Greenview Infrahomes Private Limited	4.165 decimals in Dag No. 918 in Mouza Thakdari.

Deed Details	Owner	Land Area
Deed dated 06.12.2013, registered at the Office of the A.D.S.R., Bidhannagar, in Book No. I, C.D. Volume No.11, Pages 46 to 61 and Being No. 03549 of 2013.	Greenview Infrabuild Private Limited	6.60 decimals in Dag No. 492 in Mouza Mahishbathan.
Deed dated June 20, 2008, registered at the Office of the District Sub-Registrar II, North 24 Parganas, in Book No. I, C.D. Volume No. 10, Pages from 247 to 256 Being No.07114 of 2009.	Exult Estates Private Limited	8.68 decimals in Mouza Mahishbathan: (i) 3.20 decimals in Dag No 489 and (ii) 5.48 decimals in Dag No 490.
Deed dated 02.12.2013, registered at the Office of the A.D.S.R., Bidhannagar, in Book No. I, C.D. Volume No. 10, Pages from 5028 to 5042, Being No. 03460 of 2013.	Greenview Infraawas Private Limited	3.06 decimals in Dag No 489 in Mouza Mahishbathan.
Deed dated 30.12.2013, registered at the Office of the A.D.S.R., Bidhannagar, in Book No. I, C.D. Volume No. 11, Pages from 6359 to 6374, Being No. 03843 of 2013.	Greenview Heights Private Limited	5.04 decimals in Dag no. 490 in Mouza Mahishbathan.
Deed dated 02.12.2013, registered at the Office of the A.D.S.R., Bidhannagar, in Book No. I, C.D. Volume No. 10, Pages 5058 to 5072, Being No. 03462, of 2013.	Greenview Niwas Private Limited	8.50 decimals in Dag No. 918 in Mouza Thakdari.
Deed dated July 3, 2008, registered at the Office of the District Sub-Registrar II, Barasat, North 24 Parganas, in Book No. I, C.D. Volume No. 5, Pages 7193 to 7205, Being No. 5202 of 2009.	Exult Enclave Private Limited	11.55 decimals in Dag No. 918 in Mouza Thakdari.
Deed dated 06.12.2013, registered at the Office of the A.D.S.R., Bidhannagar, in Book No. I, C.D. Volume No. 11, Pages from 1 to 15, Being No. 03544, of 2013.	Greenview Infrahousing Private Limited	11.55 decimals in Dag No. 918 in Mouza Thakdari.
Deed dated 06.12.2013, registered at the Office of the A.D.S.R., Bidhannagar, in Book No. I, C.D. Volume No. 11, Pages from 31 to 45, Being No. 03548 of 2013.	Greenview Infrarealtors Private Limited	11.55 decimals in Dag No. 918 in Mouza Thakdari.
Deed dated July 3, 2008, registered at the Office of the District Sub-Registrar II, Barasat, in Book No. 1, C.D. Volume No.5 Pages from 7130 to 7142, Being No.05198 of 2009.	Exult Buildcon Private Limited	11.55 decimals in Dag No. 918 in Mouza Thakdari.
Deed dated July 3, 2008, registered at the Office of the District Sub-Registrar II, Barasat, in Book No. I, C.D. Volume No. 5, Pages from 7117 to 7129, Being No. 05197 of 2009.	Exult Homes Private Limited	11.55 decimals in Dag No. 918 in Mouza Thakdari.

Deed Details	Owner	Land Area
Deed dated 09.01.2014, registered at the Office of the A.D.S.R., Bidhannagar in Book No. I, C.D. Volume No. 1, Pages from 1465 to 1479, Being No. 00071 of 2014.	Greenview Infraestates Private Limited	10.25 decimals in Dag No. 918 in Mouza Thakdari.
Deed dated July 31, 2008, registered at the Office of the District Sub-Registrar II, North 24 Parganas, in Book No. I, C.D. Volume No. 2, Pages 12149 to 12159 and Being No. 02226 of 2009.	Ideal Realcon Private Limited	6.16 decimals in Dag No. 490 in Mouza Mahishbathan.
Deed dated August 4, 2008, registered at the Office of the District Sub-Registrar II, North 24 Parganas, in Book No. I, C.D. Volume No. 8, Pages 2708 to 2718 and Being No. 06566 of 2009.	Ideal Realcon Private Limited	5 decimals in Dag No. 490 in Mouza Mahishbathan.
Deed dated August 8, 2008, registered at the Office of the District Sub-Registrar II, North 24 Parganas, in Book No. I, C.D. Volume No. 5, Pages 2163 to 2174 and Being No. 04831 of 2009.	Ideal Carriers & Logistics Private Limited	8.51 decimals in Mouza Mahishbathan: (i) 1.90 decimals in Dag No. 489 and (ii) 6.61 decimals in Dag No. 490.
Deed dated August 8, 2008, registered at the Office of the District Sub-Registrar II, North 24 Parganas, in Book No. I, C.D. Volume No. 4, Pages 15567 to 15577 and Being No. 04615 of 2009.	Ideal Infralogistics Private Limited	7.58 decimals in Dag No. 490 in Mouza Mahishbathan.
Deed dated August 8, 2008, registered at the Office of the District Sub-Registrar II, North 24 Parganas, in Book No. I, C.D. Volume No. 10, Pages 257 to 269 and Being No. 07115 of 2009.	Ideal Infrabuild Private Limited	9.78 decimals: (i) 7.23 decimals in Dag No. 490 in Mouza Mahishbathan and (ii) 2.55 decimals in Dag No. 852 in Mouza Thakdari.
Deed dated 27.12.2013, registered at the Office of the A.D.S.R., Bidhannagar, in Book No. I, C.D. Volume No. 11, Pages from 6106 to 6120 and Being No. 03831 of 2013.	Greenview Shelters Private Limited	6.15 decimals in Dag No. 490 in Mouza Mahishbathan.
Deed dated 20.12.2013, registered at the Office of the ARA-II, Kolkata in Book No. I, C.D. Volume No. 53, Pages from 2031 to 2045, Being No. 16942 of 2013.	Greenview Shelters Private Limited	1.70 decimals in Dag No. 852 in Mouza Thakdari.
Deed dated 27.12.2013, registered at the Office of the A.D.S.R., Bidhannagar in Book No. I, C.D. Volume No. 11, Pages 5995 to 6009 and Being No. 03825 of 2013.	Greenview Infraawas Private Limited	6.93 decimals in Dag No. 490 in Mouza Mahishbathan.

Deed Details	Owner	Land Area
Deed dated August 14, 2008, registered at the Office of the District Sub-Registrar II, North 24 Parganas in Book No. I, C.D. Volume No. 2, Pages 12392 to 12403 and Being No. 02241 of 2009.	Exult Heights Private Limited	11.18 decimals in Mouza Mahishbathan: (i) 2.72 decimals in Dag No. 489 and (ii) 8.46 decimals in Dag No. 490.
Deed dated 20.12.2013, registered at the Office of the ARA-II, Kolkata in Book No. I, C.D. Volume No. 53, Pages 2076 to 2090 and Being No. 16945 of 2013.	Greenview Procon Private Limited	6.26 decimals in Mouza Mahishbathan: (i) 3.96 decimals in Dag No. 489 and (ii) 2.30 decimals in Dag No. 490.
Deed dated August 22, 2008, registered at the Office of the District Sub-Registrar II, North 24 Parganas in Book No. I, C.D. Volume No. 4, Pages 15433 to 15443 and Being No. 04603 of 2009.	Exult Nirman Private Limited	7.22 decimals in Dag No. 490 in Mouza Mahishbathan.
Deed dated August 22, 2008, registered at the Office of the District Sub-Registrar II, North 24 Parganas in Book No. I, C.D. Volume No. 2, Pages 11439 to 11451 and Being No. 02169 of 2009.	Ideal Devcon Private Limited	11.09 decimals: (i) 5.29 decimals in Dag No. 490 in Mouza Mahishbathan and (ii) 5.80 decimals in Dag No. 852 in Mouza Thakdari.
Deed dated August 27, 2008, registered at the Office of the District Sub-Registrar II, North 24 Parganas in Book No. I, C.D. Volume No. 2, Pages 12404 to 12414 and Being No. 02242 of 2009.	Ideal Infralogistics Private Limited	4.63 decimals in Dag No. 490 in Mouza Mahishbathan.
Deed dated August 27, 2008, registered at the Office of the District Sub-Registrar II, North 24 Parganas in Book No. I, C.D. Volume No. 5, Pages 7171 to 7181 and Being No. 05200 of 2009.	Ideal Carriers & Logistics Private Limited	2.35 decimals in Dag No. 852 in Mouza Thakdari.
Deed dated 27.12.2013, registered at the Office of the A.D.S.R., Bidhannagar, in Book No. I, C.D. Volume No. 11, Pages 6010 to 6024 and Being No.03826 of 2013.	Greenview Complex Private Limited	10.16 decimals in Dag No. 490 in Mouza Mahishbathan.
Deed dated 02.12.2013, registered at the Office of the A.D.S.R., Bidhannagar in Book No. I, C.D. Volume No. 10, Pages 5043 to 5057 and Being No. 03461 of 2013.	Greenview Devcon Private Limited	10.22 decimals in Dag No. 852 in Mouza Thakdari.
Deed dated 30.12.2013, registered at the Office of the A.D.S.R., Bidhannagar in Book No. I, C.D. Volume No. 11, Pages 6344 to 6358 and Being No. 03842 of 2013.	Greenview Colonizers Private Limited	7.86 decimals in Dag No. 490 in Mouza Mahishbathan.

Deed Details	Owner	Land Area
Deed dated September 12, 2008, registered at the Office of the District Sub-Registrar II, North 24 Parganas in Book No. I, C.D. Volume No. 4, Pages 15477 to 15487 and Being No. 04607 of 2009.	Ideal Infrabuild Private Limited	1.45 decimals in Dag No. 490 in Mouza Mahishbathan.
Deed dated September 12, 2008, registered at the Office of the District Sub-Registrar II, North 24 Parganas in Book No. I, C.D. Volume No. 4, Pages 15466 to 15476 and Being No. 04606 of 2009.	Odin Housing Projects Private Limited	7.15 decimals in Dag No. 490 in Mouza Mahishbathan.
Deed dated September 12, 2008, registered in the Office of the District Sub-Registrar II, North 24 Parganas in Book No. I, C.D. Volume No. 4, Pages 15455 to 15465 and Being No. 04605 of 2009.	Exult Estates Private Limited	3.43 decimals in Dag No. 490 in Mouza Mahishbathan.
Deed dated 06.12.2013, registered at the Office of the A.D.S.R., Bidhannagar in Book No. I, C.D. Volume No. 11, Pages 46 to 61 and Being No. 03549 of 2013.	Greenview Infrabuild Private Limited	3.383 decimals in Dag No. 490 in Mouza Mahishbathan.
Deed dated December 18, 2008, registered at the Office of the A.D.S.R., Bidhannagar in Book No. I, C.D. Volume No. 13, Pages 21071 to 21083 and Being No. 14594 of 2008.	Ideal Awas Private Limited	4.47 decimals in Dag No. 490 in Mouza Mahishbathan.
Deed dated December 18, 2008, registered at the Office of the A.D.S.R., Bidhannagar in Book No. I, C.D. Volume No. 13, Pages 21032 to 21044 and Being No. 14592 of 2008.	Ideal Awas Private Limited	4.47 decimals in Dag No. 490 in Mouza Mahishbathan.
Deed dated 27.12.2013, registered at the Office of the A.D.S.R., Bidhannagar in Book No. I, C.D. Volume No. 11, Pages 6091 to 6105 and Being No. 03830 of 2013.	Pranav Himatsingka	8.25 decimals in Dag No. 490 in Mouza Mahishbathan.
Deed dated 27.12.2013, registered at the Office of the A.D.S.R., Bidhannagar in Book No. I, C.D. Volume No. 11, Pages 6025 to 6039 and Being No. 03827 of 2013.	Green Abasan Private Limited	3.43 decimals in Dag No. 490 in Mouza Mahishbathan.
Deed dated 27.12.2013, registered at the Office of the A.D.S.R., Bidhannagar in Book No. I, C.D. Volume No. 11, Pages 6025 to 6039 and Being No. 03827 of 2013.	Green Abasan Private Limited	7.18 decimals in Dag No. 490 in Mouza Mahishbathan.
Deed dated 30.12.2013 registered at the Office of the A.D.S.R., Bidhannagar in Book No. I, C.D. Volume No. 11, Pages 6359 to 6374 and Being No. 03843 of 2013.	Greenview Heights Private Limited	3.28 decimals in Dag No. 490 in Mouza Mahishbathan.
Deed dated 27.12.2013 registered at the Office of the A.D.S.R., Bidhannagar in Book No. I, C.D. Volume No. 11, Pages 6091 to 6105 and Being No. 03830 of 2013	Pranav Himatsingka	3.29 decimals in Dag No. 490 in Mouza Mahishbathan.

34 D. Agarwal
Narsimh & Agarwal

Deed Details	Owner	Land Area
Deed dated April 13, 2009, registered at the Office of the A.D.S.R., Bidhannagar in Book No. I, C.D. Volume No. 3, Pages 23600 to 23612 and Being No. 03344 of 2009.	1) Ideal Awas Private Limited 2) Odin Housing Projects Private Limited	5.62 decimals in Dag No. 490 in Mouza Mahishbathan: (i) 2.81 decimals to Vendor No.1 and (ii) 2.81 decimals to Vendor No. 2.
Deed dated September 2, 2009, registered at the Office of the Additional District Sub-Registrar Bidhannagar in Book No. I, C.D. Volume No. 8, Pages 8945 to 8958 and Being No.08154 of 2009.	Ideal Nice Plaza Private Limited	7.84 decimals in Dag No. 490 in Mouza Mahishbathan.
Deed dated September 2, 2009, registered at the Office of the Additional District Sub-Registrar Bidhannagar in Book No. I, C.D. Volume No. 8, Pages 9301 to 9313 and Being No. 08171 of 2009.	Ideal Marrygold Highrise Private Limited	3.01 decimals in Dag No. 490 in Mouza Mahishbathan.
Deed dated September 2, 2009, registered at the Office of the Additional District Sub-Registrar Bidhannagar in Book No. I, C.D. Volume No. 8, Pages 9258 to 9271 and Being No. 08170 of 2009.	Ideal Orchid Nirman Private Limited	7.84 decimals in Dag No. 490 in Mouza Mahishbathan.
Deed dated September 2, 2009, registered at the Office of the Additional District Sub-Registrar Bidhannagar in Book No. I, C.D. Volume No. 8, Pages 8931 to 8944 and Being No.08153 of 2009.	Ideal Silverline Buildcon Private Limited	7.84 decimals in Dag No. 490 in Mouza Mahishbathan.
Deed dated September 2, 2009, registered at the Office of the Additional District Sub-Registrar Bidhannagar in Book No. I, C.D. Volume No. 8, Pages 9314 to 9326 and Being No.08172 of 2009.	Ideal Niwas Private Limited	7.86 decimals in Dag No. 490 in Mouza Mahishbathan.
Deed dated September 9, 2009, registered at the Office of the Additional District Sub-Registrar Bidhannagar in Book No. I, C.D. Volume No. 8, Pages 13098 to 13111 and Being No. 08330 of 2009.	Ideal Rose Developers Private Limited	2.23 decimals in Dag No. 490 in Mouza Mahishbathan.
Deed dated 30.12.2013, registered at the Office of the A.D.S.R., Bidhannagar in Book No. I, C.D. Volume No. 11, Pages 6314 to 6328 and Being No. 03840 of 2013.	Greenview Awas Private Limited	9.65 decimals in Dag No. 490 in Mouza Mahishbathan.
Deed dated 30.12.2013, registered at the Office of the A.D.S.R., Bidhannagar in Book No. I, C.D. Volume No. 11, Pages 6299 to 6313 and Being No. 03839 of 2013.	Greenview Cottage Private Limited	9.65 decimals in Dag No. 490 in Mouza Mahishbathan.
Deed dated 27.12.2013, registered at the Office of the A.D.S.R., Bidhannagar in Book No. I, C.D. Volume No. 11, Pages 5933 to 5947 and Being No. 03822 of 2013.	Greenview Colonizers Private Limited	2.70 decimals in Dag No. 490 in Mouza Mahishbathan.
Deed dated 27.12.2013, registered at the Office of the A.D.S.R., Bidhannagar in Book No. I, C.D. Volume No. 11, Pages 5948 to 5962 and Being No. 03823 of 2013.	Greenview Heights Private Limited	3.82 decimals in Dag No. 490 in Mouza Mahishbathan.

Deed Details	Owner	Land Area
Deed dated 27.12.2013, registered at the Office of the A.D.S.R., Bidhannagar in Book No. I, C.D. Volume No. 11, Pages 6040 to 6054 and Being No. 03828 of 2013	Greenview Infralogistics Private Limited	2.60 decimals in Dag No. 490 in Mouza Mahishbathan.
Deed dated 27.12.2013 registered at the Office of the A.D.S.R., Bidhannagar in Book No. I, C.D. Volume No. 11, Pages 5980 to 5994 and Being No. 03824 of 2013	Greenview Infrahomes Private Limited	4.38 decimals in Dag No. 490 in Mouza Mahishbathan.

2nd Schedule

Part I

(Said Flat)

Residential Flat No. GROUND C, on the GROUND floor, with mutually accepted built-up area approximately 792 (SEVEN HUNDRED NINETY TWO ONLY) square feet, comprised in the Block named CRANE /No. C forming part of the Said Complex named **Ideal Aquaview**, to be constructed on the Said Property described in the 1st Schedule above. The layout of the Said Flat is delineated on the **Plan B** annexed hereto and bordered in colour Red thereon.

Together With a Private Garden measuring about 460 square feet adjacent and appurtenant to the Said Flat as an integral part thereof.

Part II

(Parking Space)

1 (ONE) covered Parking Space No/s. B-326 in the basement/ground floor and/or — (NIL) open Parking Space No/s. — (NIL) in the open areas of the Said Property for the parking of medium sized car/cars, delineated on the **Plan C** annexed hereto and bordered in colour Red thereon.

Part III

(Said Flat And Appurtenances)

[Subject Matter of Agreement]

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

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

The Land Share, being undivided, impartible, proportionate and variable share in the land comprised in the Said Property described in **Part I** of the 1st 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 **3rd Schedule** below, as be attributable and appurtenant to the Said Flat, subject to the terms and conditions of this Agreement.

**3rd 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.
- B. Common Portions as are common between all the Blocks:**
- 1. Areas:**
 - (a) Open and/or covered paths and passages inside the Said Complex.
 - (b) Boundary wall around the periphery of the Said Complex and decorative gates for ingress and egress to and from the Said Complex.
 - (c) Visitors' car park.
 - 2. Water and Plumbing:**
 - (a) Centralized water supply system for supply of water in common to all Blocks in the Said Complex.
 - (b) Main sewer, drainage and sewerage pits and evacuation pipes for all the Blocks in the Said Complex.
 - (c) Pumps and motors for water system for all Blocks and Common Portions of the Said Complex.

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

**4th 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 3rd 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.

**5th Schedule
(Specifications)**

Superstructure	: RCC structure
Walls	: RCC 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, dinning 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.

**6th Schedule
Part-I
(Total Price)**

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

Particulars	Amount (Rs.)	Service Tax (Rs.)	Total Price (Rs.)
Base Price of the Said Flat	3799800.00	117414.00	3917214.00
Base price of the Garden	848700.00	26225.00	874925.00
Preferential Location Charges	217000.00	26821.00	243821.00
Height Escalation Charges	—	—	—
Air Conditioning Charges	162750.00	5029.00	167779.00
Open/Covered/Basement Parking Space Charges	350000.00	10815.00	360815.00
Total Price	5378250.00	186304.00	5564554.00

**Part-II
(Payment Schedule)**

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

1 At or before the execution hereof	Rs.	2931266.00
2 Within <u>5 - AUG - 2015</u>	Rs.	427476.00
3 Within <u>23 - NOV - 2015</u>	Rs.	427476.00
4 Within <u>12 - MAR - 2016</u>	Rs.	427476.00
5 Within <u>30 - JUNE - 2016</u>	Rs.	427476.00
6 Within <u>18 - OCT - 2016</u>	Rs.	427476.00
7 Within <u>05 - FEB - 2017</u>	Rs.	418663.00
8 Within <u>-</u>	Rs.	-
9 Within <u>-</u>	Rs.	-
10 Within <u>-</u>	Rs.	-
11 Within <u>-</u>	Rs.	-
12 Within <u>-</u>	Rs.	-
13 Within <u>-</u>	Rs.	-
14 Before Date Of Possession	Rs.	77245.00
Total	Rs.	5564554.00

(Rupees FIFTY FIVE LAKHS SIXTY FOUR THOUSAND FIVE HUNDRED FIFTY FOUR ONLY)

22. Execution and Delivery

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

For, IDEAL REAL ESTATES PVT. LTD.

S. U. Himat Singh
DIRECTOR

[Ideal]

For self and as Constituted Attorney of the Owners

Daya Agarwal.
Narain K Agarwal

[Buyer]

Witnesses:

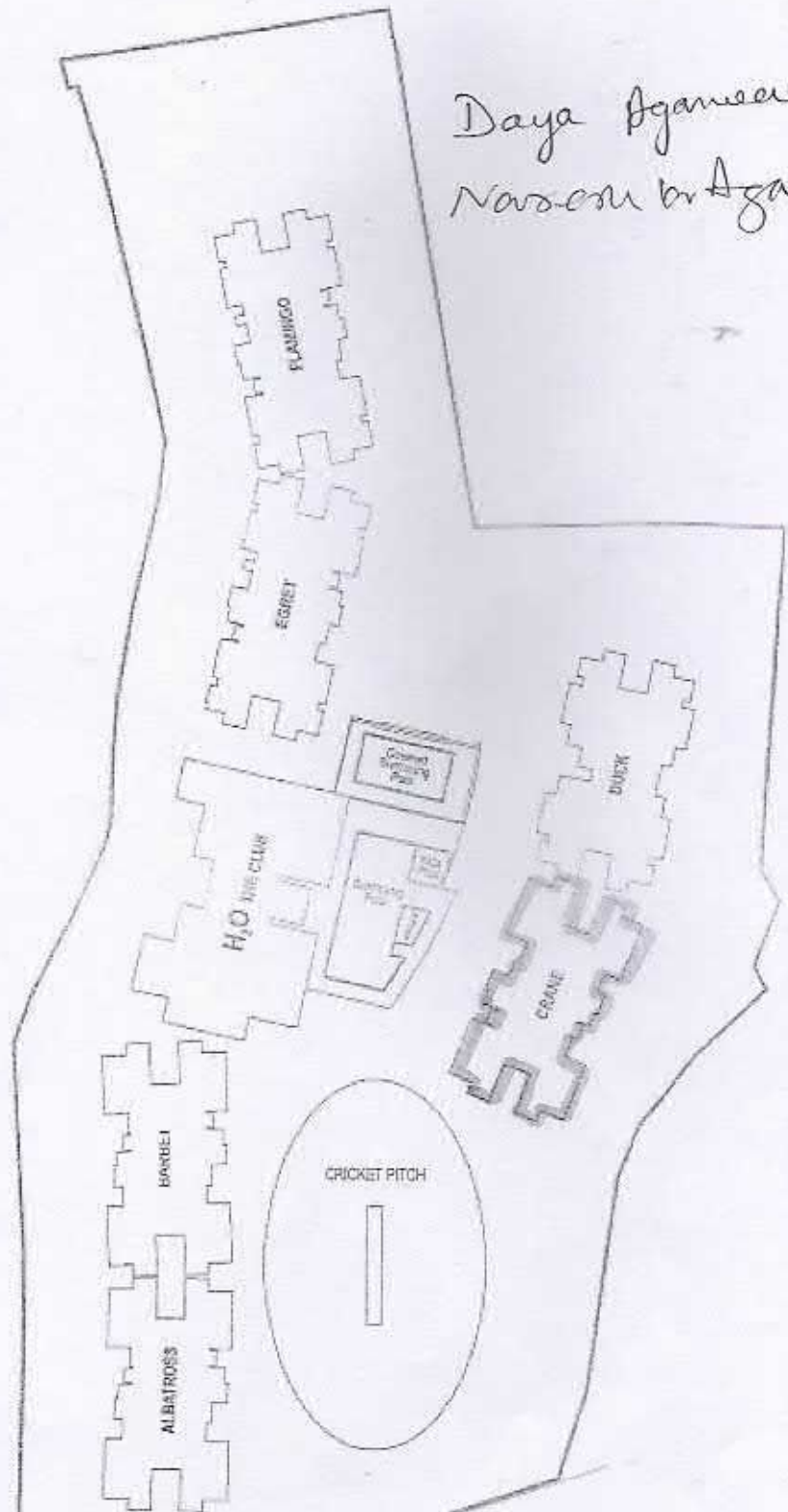
1.

2.

D. Agarwal.
Narain K Agarwal



Daya Agameel.
Navin or Agameel



IDEAL
AQUAVIEW

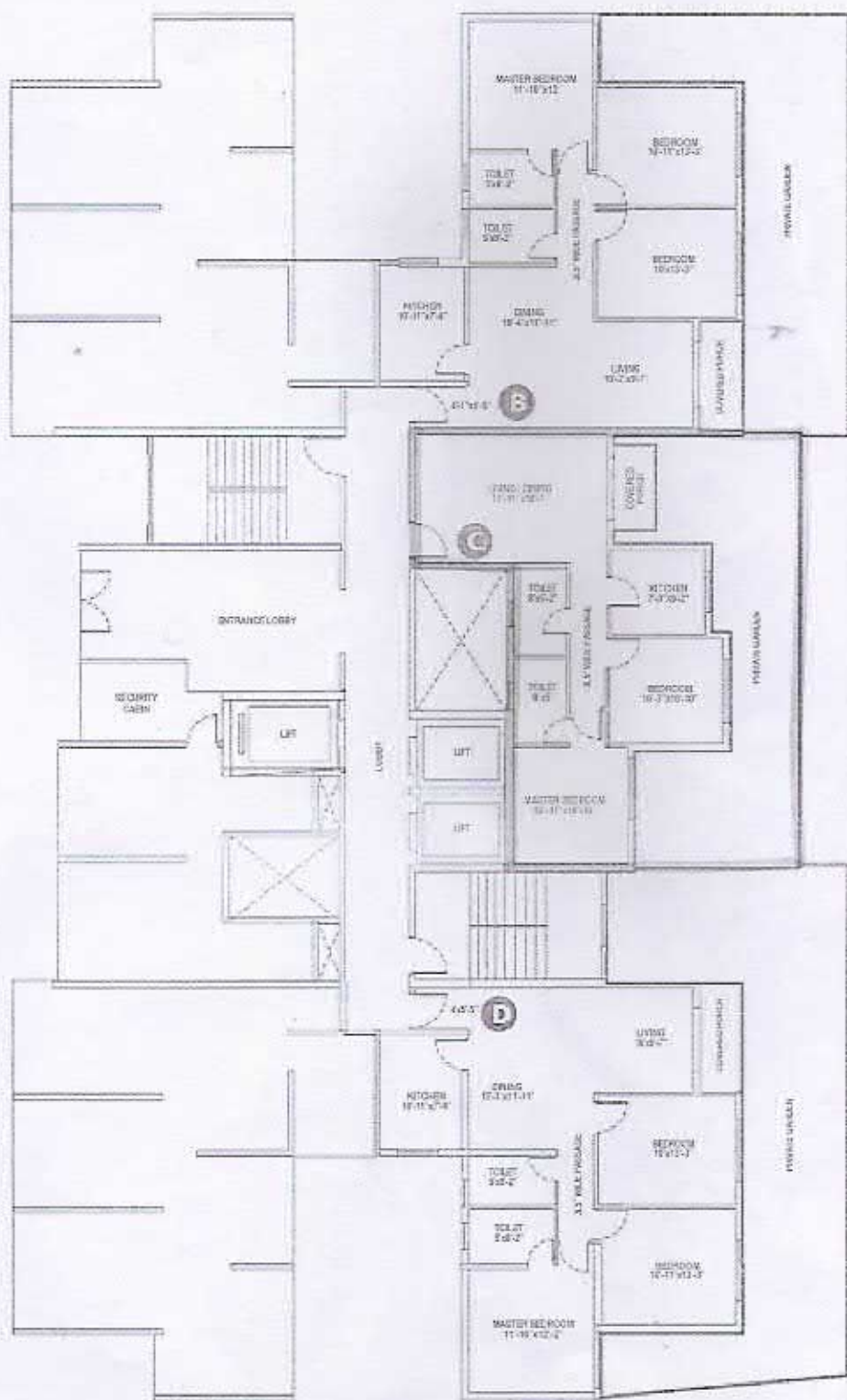
SITE PLAN

60 M WIDE MAIN ROAD

For IDEAL REAL ESTATES PVT. LTD.

S. K. Himatsingh

DIRECTOR



IDEAL AQUAVIEW

GROUND FLOOR PLAN
BLOCK - CRANE

Daya Agarwal
Narain Agarwal

For, IDEAL REAL ESTATES PVT. LTD.

S. K. - H. S. Singh
DIRECTOR