

14. Defects

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

15. Association and Rules

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

16. Force Majeure

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

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

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

17. **Miscellaneous**

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

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

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

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

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

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

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

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

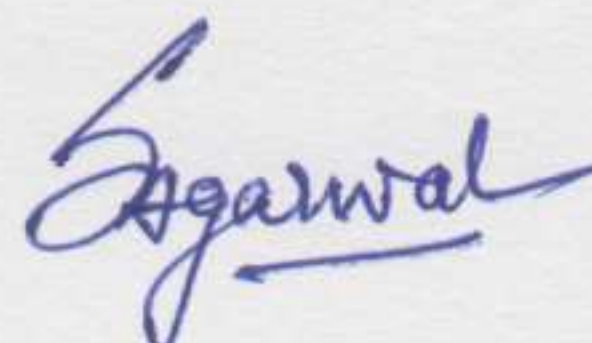
(b) **Lock-in Period:** The Buyer cannot nominate in favour of any third party before the expiry of a period of 12 (twelve) months from the date of this Agreement.

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

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

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

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

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

17.16 **Non-Resident Indian Buyers:** If the Buyer is a resident outside India, then it shall be the Buyer's sole obligation and liability to comply with the provisions of all applicable laws including Foreign Exchange Management Act, 1999 (FEMA) and all other necessary requirements, rules, regulations, guidelines, etc. of the government or any other authority from time to time, including those pertaining to remittance of payment for acquisition of immovable properties in India. The Buyer shall also furnish the required declarations/documents to Vendor. Refunds, if any, shall however be made in Indian Rupees by Vendor to the Non-Resident Indians (NRI) and foreign citizens of Indian origin.

18. Notice

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

19. Alternative Dispute Resolution

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

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

20. Jurisdiction

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

21. Rules of Interpretation

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

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

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

1st Schedule
Part I
(Said Premises)

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

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

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

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Part II
(Devolution Of Title)

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

2nd Schedule
Part I
(Said Flat)

Residential Flat No. 12C, 12th floor, built-up area approximately 975 (NINE HUNDRED SEVENTY FIVE ONLY) square feet, comprised in the Block named IVY / No. 12C forming part of the Said Complex named **Ideal Greens**, to be constructed on the Said Premises 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.

Part II
(Parking Space)

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

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

The Said Flat, being the flat described in **Part I** of the **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 Premises 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 top floor of the block.
 - 2. Water and Plumbing:**
 - (a) Overhead water tank, water pipes and sewerage pipes of the Block (save those inside any Flat).
 - (b) Drains, sewerage pits and pipes within the Block (save those inside any Flat) or attributable thereto.
 - 3. Electrical and Miscellaneous Installations:**
 - (a) Electrical Installations including wiring and accessories (save those inside any Flat) for receiving electricity from Electricity Supply Agency or Generator(s)/Standby Power Source to all the Flats in the Block and Common Portions within or attributable to the Block.
 - (b) Lift and lift machinery of the Block.
 - (c) Fire fighting equipment and accessories in the Block as directed by the Director of West Bengal Fire Services.
 - 4. Others:**

Other areas and installations and/or equipment as are provided in the Block for common use and enjoyment.
- B. Common Portions as are common between all the Blocks:**
- 1. Areas:**
 - (a) Open and/or covered paths and passages inside the Said Complex.

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

4th Schedule
(Common Expenses)

- 1. **Maintenance:** All costs and expenses of maintaining, painting, decorating, repairing, replacing, redecorating, rebuilding, lighting and renovating the Common Portions including all exterior and interior walls (but not inside any Flat) and in particular the Common Roof to the extent of leakage to the upper floors.
- 2. **Operational:** All expenses (including licence fees, taxes and levies, if any) for running and operating all machineries, equipment and installations comprised in the Common Portions including transformer, generator, lift, water pump and light etc. and also the costs of repairing, renovating and replacing the same.
- 3. **Staff:** The salaries and all other expenses of the staff to be employed for the common purposes (including for the running of the Residents Club) viz. manager, caretaker, security personnel and other maintenance persons including their bonus and other emoluments and benefits.
- 4. **Club Expenses:** All costs and expenses for the maintenance, renovation, building, rebuilding, up keep and running of all the facilities of the Residents Club, net of receipts on account of fees and charges (except admission fees, if any).

5. **Taxes & Levies:** Rates & Taxes and levies and all other outgoings for the Common Portions (including running of the Residents Club) or for the Said Complex **save** the taxes determined and payable by the Flat Owners for their respective Flats upon separate assessment.
6. **Association:** Establishment and all other expenses of the Association or any agency looking after the Common Portions.
7. **Reserves:** Creation of funds for replacement, renovation and/or other periodic expenses if thought fit by the Association (upon formation).
8. **Facilities:** All costs and expenses incurred for the installation, maintenance, upkeep and running of the facilities as more fully described in the 3rd **Schedule** above.
9. **Insurance:** All premiums and payments in respect of taking out insurance policy covering the Said Complex, periodically.
10. **Others:** All other expenses and/or outgoings as may be determined by the Vendor/Facility Manager/Association (upon formation) for the common purposes

**5th Schedule
(Specifications)**

Superstructure:	RCC structure
Walls:	RCC Internal : POP/ Wall Putty Common Area : Paint External : Paint
Windows:	Aluminium windows with grills
Doors:	Flush doors with Accessories.
Kitchen:	Tiles flooring with granite top platform Ceramic tiles dado (up to 2 feet above platform)
Toilets:	Concealed plumbing system using standard materials Ceramic sanitary ware with C.P. fittings Tiles flooring and ceramics tiles on walls
Flooring:	Tiles in the living rooms Marble/Tiles/Stones in all Common Portions including the stairs Tiles in the bed rooms
Electricals:	PVC conduit pipes with copper wiring. 15 and 5 Amp points in the living room, dining room, bed rooms, family rooms, bath rooms and kitchen Telephone point in the living room and all bed rooms TV point in the living room and all bed rooms
Water Supply/Sewerage System:	24 hours water supply from borewell/KMC/STP/RHT. 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.)	Gross Price (Rs.)
Base Price of the Said Flat	5740500.00	258323.00	5998823.00
Base Price of Garden	-	-	-
Preferential Location Charges	400500.00	60076.00	460576.00
Height Escalation Charges	513975.00	23129.00	537104.00
Air-Conditioning Charges	200250.00	9011.00	209261.00
Open/Covered/Basement Parking Space	375000.00	16875.00	391875.00
Total Price	7230225.00	367414.00	7597639.00

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**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. <u>759763.00</u>
2 Within <u>1 FEB 2017</u>	Rs. <u>759763.00</u>
3 Within <u>28 MAR 2017</u>	Rs. <u>531834.00</u>
4 Within <u>22 MAY 2017</u>	Rs. <u>531834.00</u>
5 Within <u>16 JUL 2017</u>	Rs. <u>531834.00</u>
6 Within <u>9 SEPT 2017</u>	Rs. <u>531834.00</u>
7 Within <u>3 NOV 2017</u>	Rs. <u>531834.00</u>
8 Within <u>28 DEC 2017</u>	Rs. <u>531834.00</u>
9 Within <u>21 FEB 2018</u>	Rs. <u>531834.00</u>
10 Within <u>17 APR 2018</u>	Rs. <u>531834.00</u>
11 Within <u>11 JUN 2018</u>	Rs. <u>531834.00</u>
12 Within <u>5 AUG 2018</u>	Rs. <u>531834.00</u>
13 Within <u> -</u>	Rs. <u> -</u>
14 Before Date Of Possession	Rs. <u>759773.00</u>
Total	Rs. <u>7597639.00</u>



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(Rupees SEVENTY FIVE LAKH NINETY SEVEN THOUSAND
SIX HUNDRED THIRTY NINE ONLY)

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2. 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. K. Shivatsingh

DIRECTOR

[Vendor]

FS

Sunayna Agarwal

[Buyer]

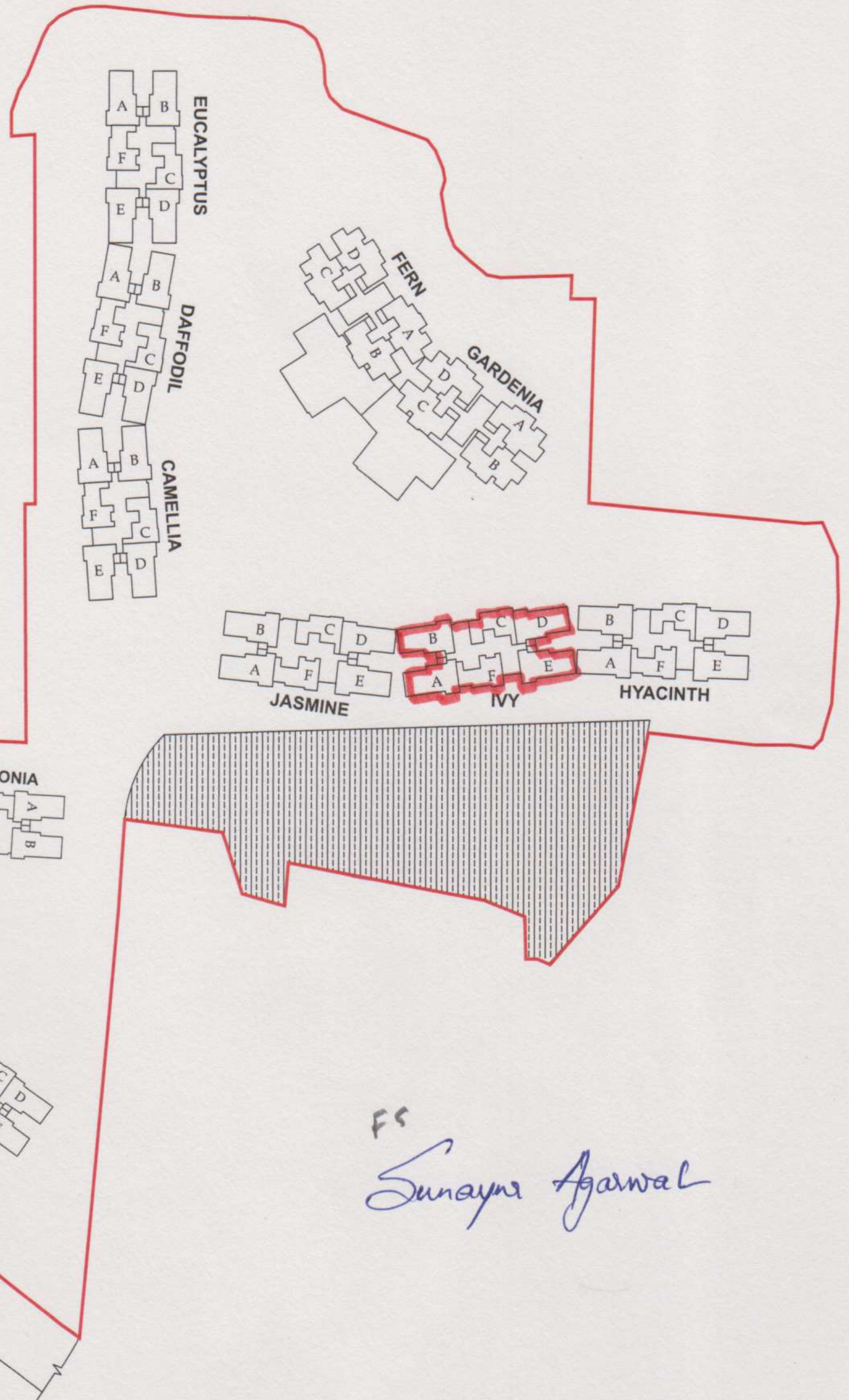
Witnesses:

1. *Shagun Sureka*

SHAGUN SUREKA
50, J. L. Nehru Road
11th Floor,
Kolkata - 700071

2.

PURNANAVA ROY
50, J. L. Nehru Road
11th Floor
Kolkata-700071



FC
Sunayna Agarwal

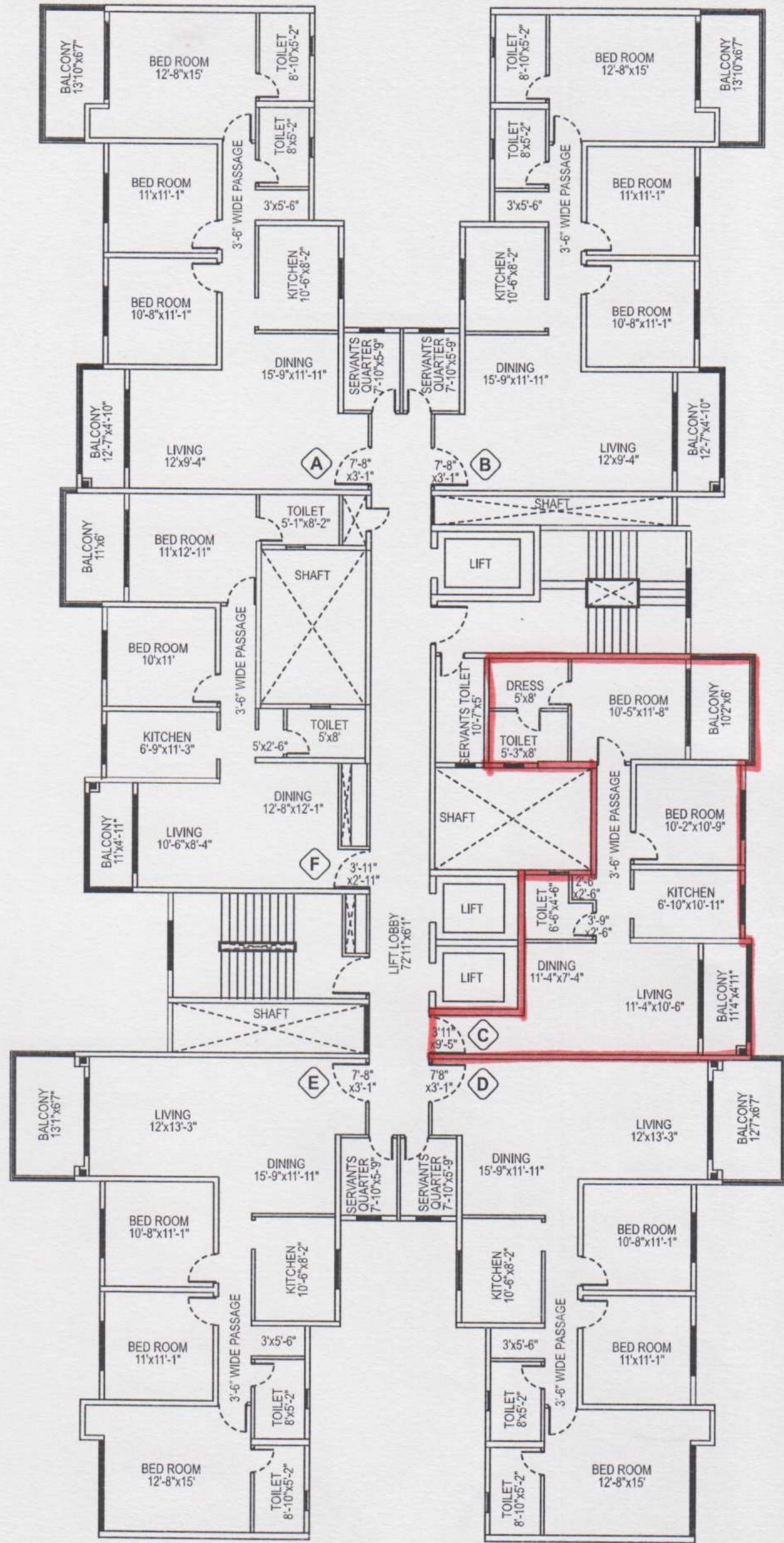


SITE PLAN

For, IDEAL REAL ESTATES PVT. LTD.

Sita Himatsingh

DIRECTOR



ideal
Greens

Block - IVY

9th, 12th & 15th Floor Plan
(Flat A & B not available on 15th floor)

FS

Sunayna Agarwal

For, IDEAL REAL ESTATES PVT. LTD.

S.K. Hinesingh

DIRECTOR



ideal
Greens

