

FLAT NO. 101

BLOCK 1

!deal Greens



SAHA & RAY
ADVOCATES
3A/1, HASTINGS CHAMBER
7C, KIRAN SANKAR ROY ROAD, KOLKATA 700 001

I - Initial
B1 - Full
B2 -
Signature of both applicant
1st
2nd
ANJAN CHOUDHURY & ANR
..... BUYER

AND

IDEAL REAL ESTATES PRIVATE LIMITED
..... VENDOR

BETWEEN

AGREEMENT FOR
FLAT NO. 6B BLOCK EUGALPTUS



1 I Oendhela Choudhury

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

Ideal Real Estates Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 50, Jawahar Lal Nehru Road, Kolkata-700071, Police Station Shakespeare Sarani (PANAAACD9025H)

Parties

Place: Kolkata

Date: 11TH FEBRUARY 2015

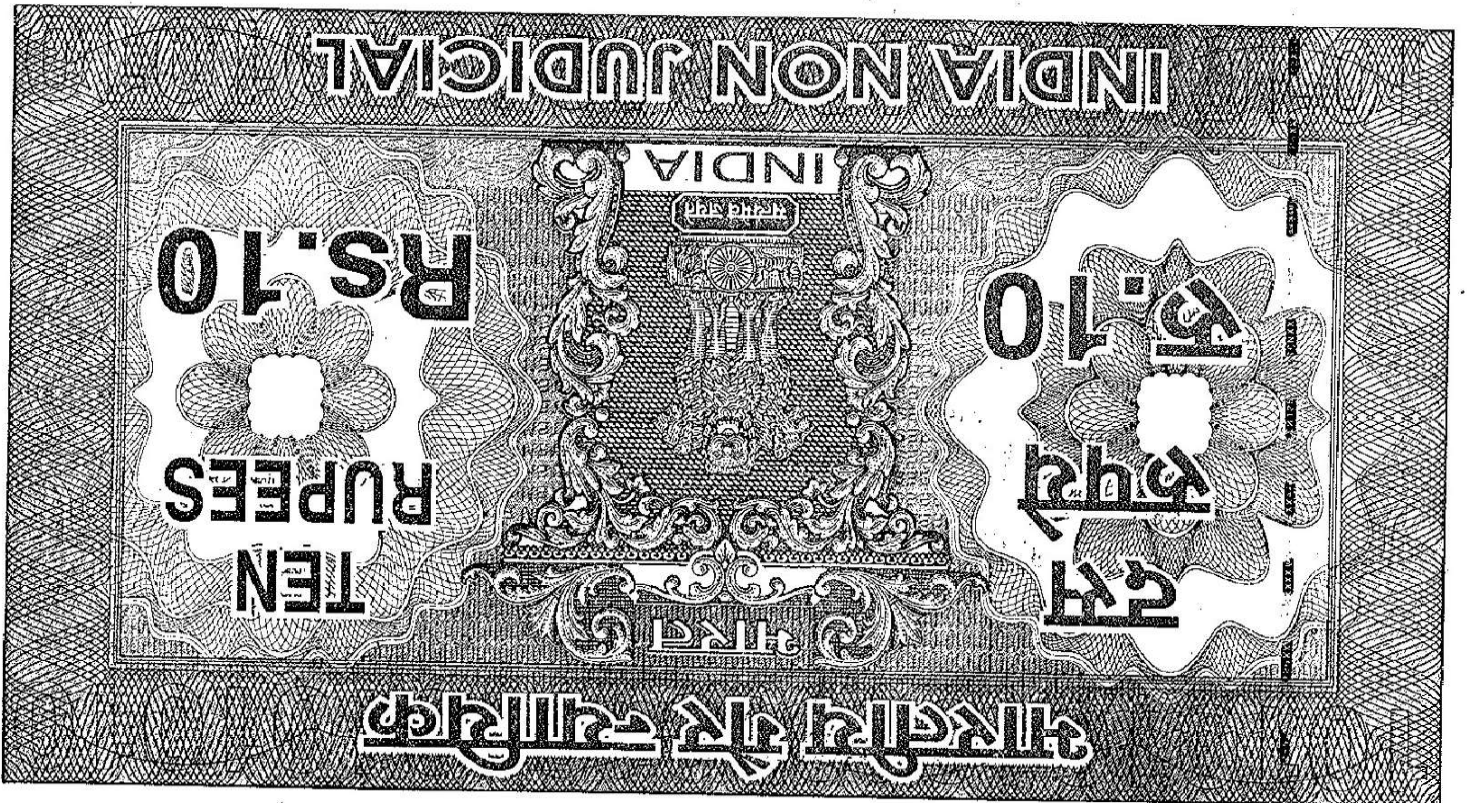
Oendhela Choudhury

AGREEMENT

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69AA 650843

পশ্চিমবঙ্গ সরকার কর্তৃক প্রস্তুতকৃত। WEST BENGAL



A. K. PURKAYASTHA (Stamp Vendor)
Allpore Police Court, Kol-27

[Handwritten Signature]

Serial.....
Name.....
Address.....
Rs.....
SAHA & RAY
Advocates
3A/1, 3rd Floor Haslings Chambers
7C, Kiran Shankar Roy Road
Kolkata - 700001

000258

15 OCT 2010

And

32 ANJAN CHOUDHURY SON OF LATE SANTI NOY CHOUDHURY
AND DENDREELA CHOUDHURY WIFE OF ANJAN CHOUDHURY
BOTH RESIDING AT 49/B, GOBINDAPUR ROAD, FLAT NO 4-1-A/1
BLOCK 4, LAKE GARDENS, KOL-45

(Buyer, includes successors-in-interest)

Vendor 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 2nd Schedule below (Said Flat), in a Block (Said Block) forming part of the cluster of buildings comprised in the project named *Ideal Greens* (Said Complex), situate, lying at and being a divided and demarcated portion of Municipal Premises No. 591A, Motilal Gupta Road, Kolkata-700008, Police Station Hardevpur within Ward No. 122 of Kolkata Municipal Corporation (KMC), District Sub-Registration Office Behala, District South 24 Parganas, described in Part I of the 1st Schedule below (Said Premises).

4.1.2 Land Share: Undivided, impartible, proportionate and variable share in the land contained in the proportion which the built-up area of the Said Flat bears to the total built-up area of all the residential flats in the Said Complex.

4.1.3 Parking Space: The right to park a medium sized car in the parking space/s described in Part II of the 2nd 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 Complex and appurtenant to the Said Flat (Share in Common Portions), the said common portions, amenities and facilities being described in the 3rd 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 2nd Schedule below (collectively Said Flat And Appurtenances).

5. Background

5.1 Ownership and Title of Said Premises: By virtue of the events and in the circumstances mentioned in Part II of the 1st Schedule below (Devolution Of Title), the Vendor is the absolute owner of the Said Premises.

5.2 Development in Phases: The Vendor has formulated a scheme, for the development of several clusters of buildings primarily for residential purpose in the Project named "*Ideal Greens*" (collectively Said Complex), sale of various flats/spaces, with or without car parking spaces and other appurtenances (collectively Said Flats And Appurtenances) in the Said Complex and

Dendreela Choudhury

[Signature]

[Signature]

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 Vendor has entered into and/or intends to enter into agreements to acquire 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 the Vendor to have more than one phase in the Project is not an obligation of the Vendor towards anyone but is a right which may be exercised by the Vendor at its discretion.

5.3 **Sanctioned Plans:** A Building Plan had been sanctioned by the Kolkata Municipal Corporation (KMC) vide Building Permit No. 2014130224 dated 03.09.2014 (**Sanctioned Plans**), which includes all sanctionable/permittible modifications made thereto, if any, from time to time in respect of the entirety of the said Municipal Premises No. 591A, Mortilal Gupta Road, Kolkata-700008, Police Station Haridevpur.

5.4 **Future Phases:** The Vendor has negotiated with other land owners owning lands adjacent to and/or in the vicinity of the Said Premises and upon agreements for acquisition of a reasonable sized land parcel being made, the Vendor intends to apply for the sanctioned building plan consisting of individual Blocks and common portions and amenities as may be decided by the Vendor to be developed and provided by the Vendor as Phase-II of the Said Complex. In case of the said Complex comprising of more than one phase, the Vendor shall be entitled to make such constructions, additions, alterations, modifications etc. in the Said Premises 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. The Vendor shall also be entitled to provide and/or make available the Common Portions including the Residents Club and all facilities in the Said Premises to all such other future phases. The transferees of future phases shall also be entitled to become members of the Residents Club and shall have similar rights and obligations regarding the same. In case of there being more than one Phase the transferees of each Phase shall have the undivided, impartible, proportionate and variable share in the land as comprised in each 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 shall be used and enjoyed by the Transferees of each Phase in the manner and as per rules provided herein or as may be framed by the Vendor 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 future Phases. The Buyer hereby consents to all of the above and agrees and undertakes, not to create any obstruction or hindrance, directly or indirectly or through the Association regarding any of the above irrespective of any inconveniences, temporary or otherwise.

5.5 **Sanctioned Area:** It is specifically agreed that in the event of any change in applicable sanctioned area during the course of construction and before handing over the possession, the same can be constructed along with the present construction and the buyer shall not object to the same.

5.6 **Agreement to Record:** Pursuant to the aforesaid, the Buyer has approached the Vendor for being allotted for purchase the Said Flat And Appurtenances and the Vendor 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 all 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 Premises, including the following:

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I Oendreeela Choudhury