

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, together with 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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(Devolution Of Title)

Part II

1. **Purchase by CIPL:** By a Deed of Conveyance dated 19th November, 2010, registered in the Office of the District Sub-Registrar-II, Allipore, South 24 Parganas in Book No. I, Volume No. 40, Pages 2303 to 2346, Being No. 11499 for the year 2010, Calcutta Infrastructure Intotech 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)
6th floor, built-up area approximately 1256 (ONE THOUSAND TWO HUNDRED FIFTY SIX) square feet, comprised in the Block named EUCALYPTUS / No. 6B 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 Flats delineated on the Plan B annexed hereto and bordered in colour Red thereon.

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

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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 spaces 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.

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

Part III

3rd Schedule
 (Common Portions)

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

Areas:

- (a) Open and/or covered paths and passages inside the Said Complex.

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(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.

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).


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5. **Taxes & Levies:** Rates & 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
Toilets:	Ceramic tiles dado (up to 2 feet above platform) 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.

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(Rupees) NINETY THREE LAKH FORTY FOUR THOUSAND FOUR HUNDRED EIGHTY NINE ONLY

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Rs. 18,68,898.00	1	At or before the execution hereof
Rs. 6,54,114.00	2	Within 18.03.2015
Rs. 6,54,114.00	3	Within 16.07.2015
Rs. 6,54,114.00	4	Within 13.11.2015
Rs. 6,54,114.00	5	Within 12.03.2016
Rs. 6,54,114.00	6	Within 10.07.2016
Rs. 6,54,114.00	7	Within 07.11.2016
Rs. 6,54,114.00	8	Within 07.03.2017
Rs. 6,54,114.00	9	Within 05.07.2017
Rs. 6,54,114.00	10	Within 02.11.2017
Rs. 6,54,114.00	11	Within 02.03.2018
Rs. -	12	Within -
Rs. -	13	Within -
Rs. 9,34,451.00	14	Before Date Of Possession
Rs. 93,44,489.00		Total

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

Part II (Payment Schedule)

Particulars	Amount (Rs.)	Service Tax (Rs.)	Gross Price (Rs.)
Base Price of the Said Flat	75,68,000.00	2,33,851.00	78,01,851.00
Base Price of Garden	-	-	-
Preferential Location Charges	5,16,000.00	62,778.00	5,79,778.00
Height Escalation Charges	3,01,000.00	9,301.00	3,10,301.00
Air-Conditioning Charges	2,58,000.00	7,972.00	2,65,972.00
Open/Covered/Basement Parking Space	3,75,000.00	11,588.00	3,86,587.00
Total Price	90,18,000.00	3,26,490.00	93,44,489.00

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

Part I 6th Schedule (Total Price)

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