



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AB 408396

THIS AGREEMENT FOR SALE made this 30th day of December
two Thousand Eighteen

BETWEEN

(i) Cent Percent Value Realty Private Limited, a company incorporated under the Companies Act, 1956 as extended by the Companies Act, 2013, having its registered Office at 333, Mahamayatala, Garia Main Road, POLICE STATION Anarpur, P.O. - Garia, Kolkata-700084 [PAN AAFCC4551Q], (ii) Bagaria Anijya Private Limited, a company incorporated under the Companies Act, 1956 as extended by the Companies Act, 2013, having its Registered Office at 97A, Southern Avenue, POLICE STATION Tollygunge, P.O.- Sarat Bose Road, Kolkata-700029 [PAN AABC3949F], (iii) Emami Nirman Private Limited, a company incorporated under the Companies Act, 1956 as extended by the Companies Act, 2013, having its Registered Office at 97A, Southern Avenue, POLICE STATION Tollygunge,

✓ Anasuya Sarmanta Borah
✓ Manoj Borah

✓ Anasuya Sarmanta Borah
✓ Manoj Borah

For Swanhousing & Infra Pvt. Ltd.

Y. K. Sarmanta
Authorised Signatory

084972

10 DEC 2018

Sl. No.....Date.....
Name.....
Add.....
AMT.....100.....

Sujata Ghosh
Advocate
High Court, Calcutta



SOUMITRA CH
Licensed Stamp
8/2, K. S. Road

P.O.- Sarat Bose Road, Kolkata-700029 [PAN AABCE7525L], (iv) Bengal Eco Homes Private Limited, a company Incorporated under the Companies Act, 1956 as extended by the Companies Act, 2013, having its Registered Office at 97A, Southern Avenue, POLICE STATION Tollygunge, P.O.- Sarat Bose Road, Kolkata-700029 [PAN AAECB1872E], (v) Hitech Vanijya Private Limited, a company Incorporated under the Companies Act, 1956 as extended by the Companies Act, 2013, having its Registered Office at 97A, Southern Avenue, POLICE STATION Tollygunge, P.O.- Sarat Bose Road, Kolkata-700029 [PAN AACCH1903L], (vi) Gogra] Sitaram Bagaria & Co. LLP, a partnership under the Limited Liability Partnership Act, 2008 having its Registered Office at 97A, Southern Avenue, POLICE STATION Tollygunge, P.O.- Sarat Bose Road, Kolkata-700029 [PAN AAFZ7539D], (vii) Swanhousing Properties Private Limited, a company incorporated under the Companies Act, 1956 as extended by the Companies Act, 2013, having its Registered Office at 34A, Chandra Nath Roy Road, POLICE STATION Tiljala, P.O.- Tiljala, Kolkata-700039 [PAN AATCS9380F], (viii) Prime Constructions Private Limited, a company Incorporated under the Companies Act, 1956 as extended by the Companies Act, 2013, having its Registered Office at 687, Anandapur, E. M Bypass 2nd Floor, POLICE STATION Tiljala, P.O.- Anandapur, Kolkata-700107 [PAN AAACP8813B], (ix) Aviro Vanijya Private Limited, a company Incorporated under the Companies Act, 1956 as extended by the Companies Act, 2013, having its Registered Office at 687, Anandapur, E. M Bypass, 2nd Floor, POLICE STATION Tiljala, P.O.- Anandapur, Kolkata-700107 [PAN AAGCA7165D], (x) Aviro Vyapaar Private Limited, a company incorporated under the Companies Act, 1956 as extended by the Companies Act, 2013, having its Registered Office at 687, Anandapur, E. M. Bypass 2nd Floor, POLICE STATION Tiljala, P.O.- Anandapur, Kolkata-700107 [PAN AABCC2980K], (xi) Genil Commosale Private Limited, a company Incorporated under the Companies Act, 2013 having its Registered Office at Bakrahat Road, Thakurpukur Bazar, Village- Raspunja, Near Elbethel School, POLICE STATION Bishnupur, P.O. - Joka, Kolkata-700104 [PAN AAFCG6495D], (xii) Begonia Textiles Private Limited, a company incorporated under the Companies Act, 2013 having its Registered Office at Bakrahat Road, Thakurpukur Bazar, Village-Raspunja, Near Elbethel School, POLICE STATION Bishnupur, P.O. - Joka, Kolkata-700104 [PAN AAFCB9510N], (xiii) Fiddle Engineering Private Limited, a company

Anasuya Samanta Baral

Manoj Prasad

For Swanhousing & Infra Pvt. Ltd.

Authorised Signatory

Incorporated under the Companies Act, 2013 having its Registered Office at Bakrahat Road, Thakurpukur Bazar, Village- Rasapunja, Near Elbethel School, POLICE STATION Bishnupur, P.O. - Joka, Kolkata-700104 [PAN AACCF4133E], (xiv) **Camellias Merchants Private Limited**, a company incorporated under the Companies Act,2013 having its Registered Office at Bakrahat Road, Thakurpukur Bazar, Village- Rasapunja, Near Elbethel School, POLICE STATION Bishnupur, P.O. - Joka, Kolkata-700104 [PAN AAFCC6886N], (xv) **Touchwin Tradecom Private Limited**, a company incorporated under the Companies Act,2013 having its Registered Office at Bakrahat Road, Thakurpukur Bazar, Village- Rasapunja, Near Elbethel School, POLICE STATION Bishnupur, P.O. - Joka, Kolkata-700104 [PAN AAFCT0301H], (xvi) **Eveningstar Traders Private Limited** a company incorporated under the Companies Act,2013 having its Registered Office at Bakrahat Road, Thakurpukur Bazar, Village- Rasapunja, Near Elbethel School, POLICE STATION Bishnupur, P.O. - Joka, Kolkata-700104 [PAN AADCE6928M], (xvii) **Eveningstar Vinimay Private Limited**, a company incorporated under the Companies Act,2013 having its Registered Office at Bakrahat Road, Thakurpukur Bazar, Village- Rasapunja, Near Elbethel School, POLICE STATION Bishnupur, P.O. - Joka, Kolkata-700104 [PAN AADCE7028A], (xviii) **Acclaim Dealers Private Limited**, a company incorporated under the Companies Act,2013 having its Registered Office at Bakrahat Road, Thakurpukur Bazar, Village- Rasapunja, Near Elbethel School, POLICE STATION Bishnupur, P.O. - Joka, Kolkata-700104 [PAN AAMCA6890M], (xix) **S.W.A.N.S. Home Private Limited**, a company incorporated under the Companies Act,1956 as extended by the Companies Act,2013, having its Registered Office at premises no. 5-7-70/B, Opp. Metro Shopping Mall, Sangeeth Nagar, Kukatpally, POLICE STATION Kukatpally, P.O.- Kukatpally, Telengana -500072 [PAN AATCS9343J], (xx) **Sureshine Vinimay Private Limited**, a company incorporated under the Companies Act,2013 having its Registered Office at Bakrahat Road, Thakurpukur Bazar, Village- Rasapunja, Post-Joka, Near Elbethel School, POLICE STATION Bishnupur, Kolkata-700104 [PAN AAUCS6058B], (xxi) **Polpit Vincom Private Limited**, a company incorporated under the Companies Act, 2013 having its Registered Office at Bakrahat Road, Thakurpukur Bazar, Village- Rasapunja, Near Elbethel School, POLICE STATION Bishnupur, P.O. - Joka, Kolkata-700104 [PAN AAHCP7025J], (xxii) **New Age Writing Instrument Private Limited**, a

✓ Anasuya Sonanta Borah
✓ Manoj Borah

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company incorporated under the Companies Act, 1956 as extended by the Companies Act, 2013, having its Registered Office at 6B, R. N. Mukherjee Road, Stephen House, Room No.5/1, Floor-1, POLICE STATION Hare Street, P.O.- R.N. Mukherjee, Kolkata - 700001 [PAN AACCN1935G], (xxiii) Gateway Nirman Private Limited, a company incorporated under the Companies Act, 1956 as extended by the Companies Act, 2013, having its Registered Office at 2A, Ganesh Chandra Avenue, Room No.5A, Floor-8th, POLICE STATION Bowbazar, P.O.- Bowbazar, Kolkata- 700013 [PAN AAECG0710E], hereinafter jointly referred to as the **OWNERS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successor and/or successors in their respective offices/interests and assigns), each party having independent, distinct share in the Said Property (referred to in the Schedule hereinbelow), all being represented by **Yash Agarwal**, son of S. L. Agarwal, of the **FIRST PART**

AND

SWANHOUSING & INFRA PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 as extended by the Companies Act, 2013, having its registered office at 97A Southern Avenue, Kolkata-700029 [PAN AAECB1873F], hereinafter referred to as the **DEVELOPER/SELLER** being represented by its authorized signatory **Yash Agarwal**, son of S. L. Agarwal (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-interest and assigns) of the **SECOND PART**

AND

- i) **Anasuya Samanta Borral** having PAN - **BLFPS7718J** wife of Manoj Borral resident at Khaja Anower Berh, West Para, Barddhaman (M), Barddhaman Sripalli, West Bengal - 713103, Police Station - Barddhaman Sadar, Post Office - Sripalli, and
- ii) **Manoj Borral** having PAN - **AHTPB0312J** son of Late Madhu Borral residing at 35A, Bosepara Lane, Baghbazar, Kolkata - 700003, Police Station - Shyampukur, Post Office - Baghbazar, hereinafter referred to as the **PURCHASERS** of the **THIRD PART**.

✓ Anasuya Samanta Borral

✓ Manoj Borral

For Swanhousing & Infra Pvt. Ltd.

Yash Agarwal
Authorised Signatory

✓ Anasuya Samanta Borral
✓ Manoj Borral

NOW THIS AGREEMENT WITNESSES, RECORDS, BINDS AND GOVERNS THE
CONTRACTUAL RELATIONSHIP BETWEEN THE OWNERS,
DEVELOPER/SELLER and PURCHASER AS FOLLOWS:

WHERE AS:

1. By a Deed of Conveyance dated 19th January, 2014, registered in the Office of the Additional District Sub-Registrar, Bishnupur, South 24 Parganas, in Book No. I, CD Volume No. 1, at Pages 4890 to 4913, being Deed No. 0341 for the year 2014, Subal Chandra Sanpui And Others sold a piece of land measuring 21 (twenty one) decimal, more or less, comprised in R.S. *Dag* No. 1842, corresponding to L.R. *Dag* No. 1251, recorded in L.R. *Khatian* Nos. 3125 and 4086, *Mouza* Rasputja, J.L. No.15, Police Station Bishnupur, Rasputja *Gram Panchayat*, District South 24 Parganas (**First Property**) to Cent Percent Value Realty Private Limited.
2. By another Deed of Conveyance dated 19th January, 2014, registered in the Office of the Additional District Sub-Registrar, Bishnupur, South 24 Parganas, in Book No. I, CD Volume No. 1, at Pages 4976 to 5014, being Deed No. 0340 for the year 2014, Shalla Bala Mani And Others sold a plot of land measuring 47.615 (forty seven point six one five) decimal, more or less, comprised in R.S. *Dag* No. 1843, corresponding to L.R. *Dag* No. 1253, recorded in L.R. *Khatian* Nos. 466, 1341, 1467, 1479, 1653, 1764, 2615, 2663, 3970 and 4022, *Mouza* Rasputja, J.L. No.15, Police Station Bishnupur, Rasputja *Gram Panchayat*, District South 24 Parganas (**Second Property**) to Cent Percent Value Realty Private Limited the entirety of the Second Property.
3. One Bijay Krishna Ray Barman was the absolute owner of (i) *Sall* land measuring 52 (fifty two) decimal, more or less, comprised in R.S. *Dag* No. 1844, corresponding to L.R. *Dag* No. 1254, recorded in R.S. *Khatian* No. 811, *Mouza* Rasputja, J.L. No.15, Police Station Bishnupur, Rasputja *Gram Panchayat*, District South 24 Parganas (**Third Property**) And (ii) *Sall* land measuring 94 (ninety four) decimal, more or less, comprised in R.S. *Dag*

✓ Anasuya Samanta Borral

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✓ Manoj Borral

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No. 1898, corresponding to L.R. *Dag* No. 1309, recorded in R.S. *Khatian* No. 1269, *Mouza* Raspuja, J.L. No.15, Police Station Bishnupur, Raspuja *Gram Panchayat*, District South 24 Parganas (**Fourth Property**).

4. By a Deed of Gift dated 21st April, 1972, registered in the Office Of the Additional District Sub-Registrar, Bishnupur, South 24 Parganas, in Book No. I, Volume No. 43, at Pages 123 to 125, being Deed No. 3893 for the year 1972, Bijay Krishna Ray Barman gifted and transferred to Dilip Ray Barman, being his grandson, the entirety of the Third Property and the Fourth Property along with various other properties. Dilip Ray Barman subsequently mutated his name in the records of land reforms settlements, vide L.R. *Khatian* No. 1218.
5. By a Deed of Conveyance dated 27th February, 2014, registered in the Office of the Additional District Sub-Registrar, Bishnupur, South 24 Parganas, in Book No. I, CD Volume No. 3, at Pages 5048 to 5062, being Deed No. 1128 for the year 2014, Dilip Ray Barman sold to Cent Percent Value Realty Private Limited the entirety of the Third Property and Fourth Property.
6. Cent Percent Value Realty Private Limited has its name recorded in the records of Land Reforms Settlements, vide L.R. *Khatian* No. 4416.
7. Thus, in the aforesaid circumstances, by virtue of the purchase and records of rights, Cent Percent Value Realty Private Limited has become the absolute owner of the First Property, the Second Property, the Third Property and the Fourth Property, collectively Said Property.
8. Cent Percent Value Realty Private Limited (hereinafter referred to as CENT PERCENT) one of the Owners herein after retaining for itself about 9.329 decimals of land forming part of the said Property, transferred or cause to be transferred the remaining part or portion of the said Property in favour of the other co-owners herein details whereof are as follows:

✓ Anasuya Samanta Borah

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✓ Manoj Borah

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Yashraj
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9. By virtue of Sale Deed bearing no. 8019/14 dated 22.07.14, 8021/14 dated 22.07.14, 6764/14 dated 25.07.14, 6761/14 dated 25.07.14, 6765/14 dated 25.07.14, 6762/14 dated 25.07.14, 8020/14 dated 22.07.14, 5596/14 dated 24.07.14, 5599/14 dated 24.07.14, 4326/14 dated 07.08.14, 4324/14 dated 07.08.14, 4321/14 dated 07.08.14, 4322/14 dated 07.08.14, 5726/14 dated 30.07.14, 5725/14 dated 30.07.14, 5724/14 dated 30.04.14, 4323/14 dated 07.08.14, 6618/14 dated 22.07.14, 5727/14 dated 30.07.14, 4325/14 dated 07.08.14, 5598/14 dated 24.07.14, 5597/14 dated 24.07.14 of the Schedule Property, Cent Percent after retaining his own share of undivided $1/23^{\text{rd}}$ in the abovementioned Scheduled Property sold and transferred to the parties of the First part undivided $1/23^{\text{rd}}$ (one-twenty third) share or right, title and Interest in the Schedule Property entitling each company/owner to an undivided land classified as *sal* but presently lying vacant- measuring **9.329 (nine point three two nine) decimal, more or less** comprised in R.S. *Dag* No 1842, 1843, 1844 and 1898 corresponding to L.R. *Dag* No. 1251, 1253, 1254 and 1309 recorded in L.R. *Khatian* No. 4416, *Mouza* Rasputja, J.L. No.15, Police Station Bishnupur, Rasputja *Gram Panchayat*, District South 24 Parganas, morefully described In the Schedule below.
10. Cent Percent retained undivided $1/23^{\text{rd}}$ (one-twenty thlr) share or right, title and Interest in the Schedule Property comprised in R.S. *Dag* No 1842, 1843, 1844 and 1898 corresponding to L.R. *Dag* No. 1251, 1253, 1254 and 1309 recorded in L.R. *Khatian* No. 4416, *Mouza* Rasputja, J.L. No.15, Police Station Bishnupur, Rasputja *Gram Panchayat*, District South 24 Parganas, morefully described in the Schedule below.
11. After such purchase, the Parties of the First Part, now the owners duly mutated the Scheduled Property in their names in the records. The Scheduled Property owned by the Parties of the First Part, to be developed, is land comprised in R.S. *Dag* No 1842, 1843, 1844 and 1898 corresponding to L.R. *Dag* No. 1251, 1253, 1254 and 1309 recorded in L.R. *Khatian* No. 4416, 4484, 4482, 4477, 4479, 4493, 4478, 4483, 4475, 4481, 4490, 4491,

✓ Anasuya Samanta Boral

✓ Manoj Prasad

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For Swanhousing & Infra Pvt. Ltd.

Yashwantrao
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4487, 4489, 4494, 4496, 4495, 4488, 4485, 4492, 4486, 4480 and 4476
Mouza Rasputja, J.L. No.15, Police Station Bishnupur, Rasputja Gram
Panchayat, District South 24 Parganas, morefully described in the Schedule
below.

12. In the premises the said Cent Percent and the other co-owners (hereinafter collectively referred to as the OWNERS) became entitled to the entirety of the said property.
13. By a registered Development Agreement dated 28th January 2015 and registered at the office of the Registrar of Assurances-I (ARA-I) In Book No. I CD Volume No.3 Pages 408 to 453 Being No. 885 for the year 2015 the Owners granted the exclusive right of development in respect of the said Property unto and in favour of the Developer/Seller herein for the consideration and subject to the terms and conditions contained and recorded in the said Agreement (hereinafter referred to as the DEVELOPMENT AGREEMENT).
14. In pursuance of the said Development Agreement and in furtherance thereof the Developer/Seller caused a building plan to be sanctioned by the authorities concerned being Building Permit No.357/487 dated 04/05/2015 and revised Building Permit No. 467/597/KMDA dated 23/03/2017 (hereinafter referred to as the said PLAN) whereby the Developer/Seller became entitled to undertake construction of several blocks and/or buildings each block and/or building to comprise of ground plus four upper floors and each block/building to comprise of various self contained apartments constructed spaces and dedicated car and two wheeler parking spaces capable of being held and/or enjoyed independently of each other.

✓ Anasuya Samanta Borah.

✓ Manoj Borah.

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15. Pursuant to and in terms of the Said Development Agreement the Developer/Seller has since started construction of several G+4 buildings in a residential complex (hereinafter referred as **New Buildings**) on the Said Property.
16. In pursuance of the said Development Agreement and upon sanction of the said Plan the Owners and the Developer/Seller identified their respective allocations and in terms of the said Development Agreement each of the Owners and the Developer/Seller is entitled to sell transfer and/or deal with their various flats/ units/apartments constructed spaces and car and two wheeler parking spaces forming part of their respective allocation independently of each other.
17. The Purchaser is desirous of acquiring on ownership basis ALL THAT the Flat/Unit No.6402A on the 4th Floor of the Building being Block 'B-6' containing by estimation an area of 425 sq. ft. (super built-up) (more or less) (hereinafter referred to as the said **FLAT**) **TOGETHER WITH** One Open Car Parking space (hereinafter referred to as the **CAR AND TWO WHEELER PARKING SPACE/S**) **TOGETHER WITH** the undivided proportionate share in all common parts portions areas facilities and amenities **AND TOGETHER WITH** the undivided indivisible proportionate share underneath the building where the said Flat is situated appurtenant thereto (more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written and hereinafter for the sake of brevity referred to as the said **FLAT AND THE PROPERTIES APPURTENANT**) forming part of the Owners or Developer/Seller's Allocation for the consideration and subject to the terms and conditions hereinafter appearing.

✓ Anasuya Somantra Borat

✓ Manoj Borat

For Swanhousing & Infra Pvt. Ltd.

✓ Authorised Signatory

NOW THIS AGREEMENT WITNESSETH AND IT IS AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:

ARTICLE I
DEFINITIONS AND INTERPRETATION

1.1 DEFINITIONS

In this Agreement, unless the context or meaning otherwise requires, the following words and expressions as used herein shall have the following meanings:

- i. ADVANCES** shall mean the various amounts agreed to be paid and/or advanced by the Purchaser to the Developer/Seller (details whereof will appear in the **FIFTH** Schedule hereunder written).
- ii. "Agreement"** means this Agreement for Sale executed between the parties hereto and includes all annexure, recitals and schedules.
- iii. "Application"** means the duly filled in application form dated 09-10-2018 including all annexure, schedules and terms and conditions for allotment of the said **APARTMENT/FLAT/UNIT** in the said building/complex.
- iv. "APARTMENT/FLAT/UNIT"** shall mean the **APARTMENT/ FLAT/ UNIT** intended to be acquired by the **PURCHASER** in terms of this Agreement for residential purposes (more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written) and the same will also include allotted One Open Car Parking space for the right to park car(s) on the ground floor of the New Building (hereinafter referred to as the **CAR AND TWO WHEELER PARKING SPACE**).
- v. "APARTMENT/FLAT/UNIT Owner"** shall mean and include a person and/or persons who will be acquiring a Flat on ownership basis forming part of the said Housing Project.
- vi. "Authority/Authorities"** shall mean any government authority, statutory authority, government department, agency, commission, board, tribunal or court or other law, rules or regulation making entity having or purporting to have jurisdiction on behalf of the Government of India or any State or other Subdivision thereof or any municipality, district or other subdivision thereof

✓ Anasuya Samanta Boral
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✓ Manoj Boral

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Authorised Signatory

and any other municipal/local authority having jurisdiction over the said PREMISES.

- vii "Common Utilities, Amenities and Facilities" shall mean the various Common Utilities, Amenities and Facilities as are detailed out in Article VII hereafter.
- viii "Declaration" means any declaration submitted by the DEVELOPER/SELLER to the relevant government authority in accordance with the provisions of law.
- ix "Earnest Money" means the amount of Rs.1,00,000/- (Rupees One Lakh Only) paid by the PURCHASER along with the Application.
- x "Encumbrances" means any mortgage, charge (whether fixed or floating) pledge, lien, hypothecation, assignment, security interest of other encumbrances of any kind of securing or conferring any priority of payment in respect of any obligation of any person and includes without limitation of any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security in each case under law.
- xi "Footprint" means the precise land underneath the said building.
- xii "FORCE MAJEURE" means any event or combination of events or circumstances beyond the control of the DEVELOPER/SELLER (more fully and particularly described in the Article X as hereinafter appearing).
- xiii "FACILITY MANAGEMENT COMPANY" means the person(s)/agency/body who may be appointed by the Developer/Seller and shall be responsible for maintenance and upkeep of the said complex subject to the Purchaser making payment of the CAM Charges as hereinafter appearing.
- xiv "House Rules" shall mean the rules and regulations to be observed by all the Flat owners as enumerated hereinafter.
- xv "Law" means all laws, promulgated and brought into force and effect by Government of India, State Government of West Bengal and/or local authorities (having power under law) including any rules and regulations made there under by the government, its agencies, local authorities, judgment, decree, Injunctions, writs and orders of any court of law, as may be in force and effect during the subsistence of this agreement.

✓ Anasuya Samanta Borah .
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- vi **"Maintenance Agreement"** means the maintenance agreement to be executed, for maintenance of the building/complex.
- xvii **"Maintenance Charges"** means the charges payable by the **APARTMENT/FLAT/UNIT OWNERS** as more fully and particularly defined and explained in the Maintenance Agreement to be executed between the parties hereto.
- xviii **"Nomination Charges"** means the charges that may be levied on any transfer/assignment/nomination by the **PURCHASER** of a **APARTMENT/FLAT/UNIT** before the sale deed is executed by the **DEVELOPER/SELLER**.
- xix **"Other Charges"** shall mean the charges levied or leviable, now or in future, by whatever name called, with all such conditions imposed and includes Generator, Recreation Charges, Transformer and other Site Development Charges, CAM charges, Sinking Fund, legal costs, charges and expenses for the preparation of all necessary documents, including the Sale Deed in favour of the **PURCHASER**, the declaration to be filled under the Act, charges, taxes towards betterment/development of **PREMISES** including amenities and also includes any further increase in such charges.
- xx **"Parking space(s)"** means the allotted parking space(s) which the **PURCHASER** may be permitted to use on a limited right to use basis only.
- xxi **"Person"** shall mean any individual, partnership, association, joint stock company, **DEVELOPER/SELLER**, body corporate, private limited companies, limited companies, limited liability partnership, joint venture corporation, trust, unincorporated organization or government, or agency or sub-division thereof.
- xxii **"PLAN"** shall mean and include the plan sanctioned by the authorities concerned and shall include all modifications and/or alterations and/or changes made thereto from time to time and sanctioned by the authorities concerned.
- xxiii **"PLC"** means the charges for the preferential location of the **APARTMENT/FLAT/UNIT** payable as applicable, to be calculated on the super built up area of the respective **APARTMENT/FLAT/UNITs**.

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For Swanhousing & Infra Pvt. Ltd.

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xxiv "Said APARTMENT/FLAT/UNIT" shall mean APARTMENT/FLAT/UNIT intended to be acquired by the PURCHASER (more fully and particularly mentioned and described in the SECOND SCHEDULE hereunder written).

xxv "Said Building" means the Block in the said Complex in which the APARTMENT/FLAT/UNIT intended to be acquired by the Purchaser is situated.

xxvi "Super Built-up Area" - shall mean the saleable space forming part of the APARTMENT/FLAT/UNITs and such proportionate share in the common parts and portions as may be determined by the Architect and the same shall be treated as final, conclusive and binding.

xxvii "Said Complex" means the Residential Complex consisting of several G+4 building to be developed on 215 Decimals of land as per the plans approved by Rasapunja Gram Panchayat, being the competent authority under the name and style of 'SWANGREEN' located at Mouza - Rasapunja, under Bishnupur Police Station, District-South 24 Parganas comprising of various self-contained residential APARTMENT/FLAT/UNITs constructed spaces, car and two wheeler parking spaces.

xxviii "SPECIFICATIONS" shall mean the specifications which are detailed out in this agreement by the DEVELOPER/SELLER with the PURCHASER and in addition thereto the DEVELOPER/SELLER has agreed to provide certain items as will appear from the Sixth Schedule hereunder written.

xxix "Taxes" shall mean any and all taxes payable by way of value added tax, state sales tax, central sales tax, works contract tax, , service tax, cess, educational cess, goods and service tax or any other taxes, charges, levies by whatever named and called in connection with the development/construction of the said APARTMENT/FLAT/UNIT.

xxx "Third Party" means any person who is not a signatory to this Agreement.

xxxi "TOTAL CONSIDERATION AMOUNT" shall mean the various amounts agreed to be paid by the Purchaser for acquiring the said Flat.

✓ Anasuj Semanta Borah

✓ Manoj Borah

For Swanhousing & Infra Pvt. Ltd.

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2 INTERPRETATIONS

In this Agreement (save to the extent that the context otherwise so requires):

- i) Any reference to any act of Parliament or State Legislation whether general or specific shall include any modification, extension or re-enactment of it for the time being in force and all instruments, orders, plans, regulations, bye-laws permissions or directions any time issued under it.
- ii) Reference to any agreement, contract deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, modified, supplemented or innovated.
- iii) An obligation of the **PURCHASER** in this Agreement to do something shall include an obligation to ensure that the same shall be done and obligation on its part not to do something shall include an obligation not to permit, suffer or allow the same to be done.
- iv) Words denoting Masculine gender shall include feminine and neutral genders as well.
- v) Words denoting singular number shall include the plural and vice versa.
- vi) A reference to a statutory provision includes a reference to any modification, consideration or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.
- vii) Any reference to this agreement or any of the provisions thereof includes all amendments and modification made in this Agreement from time to time in force.
- viii) The headings in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement.
- ix) The Schedules shall have effect and be construed as an integral part of this Agreement.

✓ Anasuya Samenta Borat

✓ Manoj Borat

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ARTICLE II
ACKNOWLEDGEMENT AND CONFIRMATION BY THE PURCHASER

- 2 At or before execution of this Agreement the Purchaser has:
- i) Satisfied himself/herself/itself as to the title of the Owners
 - ii) Has received C.D. of the original title deeds
 - iii) Has inspected the said Plan and acknowledges that each block/building is independent of each other
 - iv) That the right of the Purchaser shall remain restricted to the said Flat and that the Purchaser will have no right over and in respect of the other parts and portions of the said Housing Project
 - v) Is satisfied as to the total super built up area to comprise in the said Flat
 - vi) Has obtained independent legal advice
 - vii) Has caused this agreement to be vetted by his/her/its Advocate
 - viii) Acknowledges that the terms and conditions of this agreement are fair and reasonable and the Purchaser has entered into this agreement on his/her/its own volition.
 - ix) Has inspected the said Development Agreement and has fully understood the terms and conditions contained and recorded therein and scope of the said agreement.
 - x) Disclaims all his/her rights over the roof of the building wherein the said Flat is situated.

ARTICLE III – SALE AND TRANSFER

- 3.1 The Developer/Seller has agreed to Sell and Transfer and the Purchaser has agreed to purchase and acquire on ownership basis ALL THAT the Flat/Unit No.6402A on the 4th Floor of the Building being Block 'B-6' containing by estimation an area of 425 sq. ft. (super built-up) (more or less) (hereinafter referred to as the said **FLAT**) **TOGETHER WITH** One Open Car parking space (hereinafter referred to as the **CAR AND TWO WHEELER PARKING SPACE/S**) **TOGETHER WITH** the undivided proportionate share in all common parts portions areas facilities and amenities **AND TOGETHER WITH** the undivided indivisible proportionate share underneath the building where

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the said Flat is situated appurtenant thereto (more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written and hereinafter for the sake of brevity referred to as the said **FLAT AND THE PROPERTIES APPURTENANT**) forming part of the Owners/Developer/Seller's Allocation for the consideration and subject to the terms and conditions hereinafter appearing.

- 3.2 The right of the Purchaser shall remain restricted to the said Apartment/Flat/Unit, open spaces, if specifically allocated, open and/or covered car and/or two wheeler park area if allocated and the properties appurtenant thereto and the Purchaser shall have no right nor shall claim any right over and in respect of any other Apartments/Flats/Units and/or open or covered spaces of building situated at the said Complex.

ARTICLE IV

TOTAL CONSIDERATION AMOUNT

- 4.1 In consideration of the above the **PURCHASER** has agreed to pay to the **DEVELOPER/SELLER** a total sum of Rs. 12,65,125/- (Rupees Twelve Lakhs Sixty Five Thousand One Hundred Twenty Five Only) (hereinafter referred to as the **TOTAL CONSIDERATION AMOUNT**) which includes the cost of acquiring the said **APARTMENT/FLAT/UNIT** being no. 6402A. **TAXES** are payable extra as applicable from time to time.
- 4.2 The said **TOTAL CONSIDERATION AMOUNT** shall be paid in the manner as detailed out in the **FIFTH SCHEDULE** hereunder written (be designated by the **DEVELOPER/SELLER** in writing).
- 4.3 Time for payment is and shall remain as the essence of the contract.
- 4.4 All payments shall be made by the **PURCHASER** in the name of the **DEVELOPER/SELLER** at its aforementioned office or at such other place as may be designated against proper receipts being granted by the **DEVELOPER/SELLER** and such payment to be made only by a cheque/bank

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draft/demand draft/RTGS drawn in favour of 'SwanHousing & Infra Pvt. Ltd.' and in no event the **PURCHASER** shall be entitled to set up an oral agreement regarding any payment.

4.5 In the event of any default on the part of the **PURCHASER** in making payment of the **TOTAL CONSIDERATION AMOUNT** or any part thereof then and in that event in addition to any other right which the **DEVELOPER/SELLER** may have, **PURCHASER** shall be liable and the **DEVELOPER/SELLER** shall be entitled to interest at the rate of 18% per annum subject to what is hereinafter appearing.

4.6 The **PURCHASER** if a Non-Resident Indian, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act 1999 (FEMA), Reserve Bank of India Acts & Rules (RBI) made there under or any other statutory amendments/modifications made thereof and all other applicable laws including that of remittance of payments, acquisition, transfer of immovable property etc. and provide the **DEVELOPER/SELLER** with such permissions, approvals which would enable the **DEVELOPER/SELLER** to fulfill its obligations under this Agreement. The **PURCHASER** agrees that in the event of any failure on his part to comply with the applicable guidelines issued by RBI, the **PURCHASER** along shall be liable for any action under FEMA. The **PURCHASER** shall keep the **DEVELOPER/SELLER** fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the **PURCHASER** subsequent to the signing of this Agreement, it shall be the sole responsibility of the **PURCHASER** to intimate the same in writing to the **DEVELOPER/SELLER** immediately and comply with the necessary formalities if any under the applicable laws. The **DEVELOPER/SELLER** shall not be responsible towards any third party making payments, remittances on behalf of the **PURCHASER** and such third party shall not have any right in this Agreement/allotment of the said **APARTMENT/FLAT/UNIT** in any way and the **DEVELOPER/SELLER** shall issue the payment receipts in favour of the **PURCHASER** only.

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The Purchaser acknowledges that it is his/her/its obligation to make payment of the various amounts agreed to be paid in terms of this Agreement and it will not be necessary for the Owner/Developer/Seller to issue any notice to that effect.

ARTICLE V - OTHER OR FURTHER CHARGES

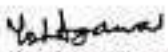
5.1 In addition to the Total Consideration Amount as above the **PURCHASER** shall also be liable to make payment of the following further amounts:

- i) Rs.125/- per Sq. Ft. towards charges and expenses of Electricity Connection, Installation of Transformer, Sewerage Treatment Plant, Back up Diesel Generator Power Supply for Common Amenities & Services and space as Recreation Centre as per Clause 7.4 in said complex.
- ii) Legal Charges at the rate of Rs.10,000/- (Rupees Ten Thousand only), out of which Rs.5,000/- (Rupees Five Thousand only) has been paid by the **PURCHASER** at the time of signing of this Agreement for Sale along with 20% Part payment of Total Consideration and the balance Rs.5,000/- (Rupees Five Thousand only) to be paid at the time of possession.
- iii) Sinking Fund @ Rs.24/- per sq. ft. to be paid by purchaser at the time of possession.
- iv) Stamp Duty, Registration Charges, Incidental Expenses, Government Taxes and Levies and any other miscellaneous charges to be paid by **PURCHASER** as applicable.

5.2 Before taking over possession of the said **APARTMENT/FLAT/UNIT** the **PURCHASER** shall be liable to make payment of the further following amounts:

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✓ Manoj Boral 18

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- i) Interest free Maintenance Charges to be paid at the rate of Rs.2/- (Rupees Two only) per sq. ft. per month for one year i.e. Rs.24/- per sq. ft.

5.3 All the aforesaid charges including the deposits and advances in terms of this Agreement shall be paid at or before taking over possession of the said Flat.

5.4 In no event the Purchaser shall be entitled to and agrees not to claim possession of the said Apartment/Flat/Unit without making payment of the entirety of the amount and other amounts as hereinbefore stated

5.5 SINKING FUND

5.5.1 Taking into account that there are various expenses to be incurred on account of capital expenditure for the purpose of maintaining and for replacement of various equipments and the common parts in the said housing project, it is necessary that a Sinking Fund be created and the Purchaser acknowledges that there is need for creation of a Sinking Fund which will ensure to the benefit of all the flat owners in the project.

5.5.2 Accordingly the purchaser has agreed to keep in deposit with the Developer/Seller @ Rs.24/- (Rupees Twenty Four only) PER Sq.Ft as and by way of Sinking Fund (hereinafter referred to as the SINKING FUND) which will be held by the Developer/Seller free of interest until formation of the Holding Organisation of Co-Owners (hereinafter referred to as the **HOLDING ORGANISATION**) and the Developer/Seller shall make over such Sinking Fund to the Holding Organisation and in no event the Purchaser shall be entitled to claim refund of the amount deposited on account of such Sinking Fund. In the event of any amount spent or incurred out of the Sinking Fund the Purchaser agrees to replenish such amount and further agrees to keep such further amount as and by way of Sinking Fund as may be decided by 75 percent of the flat owners in the said Housing Project.

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✓ Manoj Borale¹⁹

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ARTICLE VI
CONSTRUCTION AND COMPLETION

- 6.1 Subject to the Purchaser making payment of the consideration within due dates stipulated hereunder and complying with his/her/its/their other obligations hereunder contained and subject to the force majeure, the Developer/Seller will construct and complete the construction of and make tenantable the Said Flat in accordance with the Said Plan and shall install and complete the Common Areas and Installations in the New Building mentioned in the **Third Schedule** in the manner as hereinafter appearing
- 6.2 The Purchaser shall not in any manner cause any objection obstruction interference or interruption at any time hereafter in the construction or completion of construction of the New Buildings (notwithstanding the delivery of possession of the Said Flat to the Purchaser in the meantime and there being temporary inconvenience in the use and enjoyment thereof by the Purchaser) nor shall at any time hereafter do or omit to be done anything whereby the construction or development of the New Buildings or the Said Property or the sale or transfer of the other Apartments/Flats/Units in the New Buildings are in any way interrupted or hindered or impeded with nor shall in any way commit breach of any of the terms and conditions herein contained and if due to any neglect or default on the part of the Purchaser or because of any act or omission on the part of the Purchaser, the Developer/Seller is restrained from construction of the New Building and/or transferring and disposing of the other Apartments/Flats/Units therein then and in that event without prejudice to such other rights the Developer/Seller may have charge the compensation from the Purchaser and the Purchaser shall be liable to compensate and also indemnify the Developer/Seller for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Developer/Seller.
- 6.3 During the period of construction the Purchaser shall enter the construction site with proper safety measures. The Developer/Seller shall not be liable for any untoward incident or accident. Developer/Seller's project staffs are to

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focus on timely and quality construction and are not expected to respond to Purchaser's unreasonable enquiries. No verbal assurances shall be considered to be a commitment made by the Developer/Seller and only written commitments made by an authorized representative of the Developer/Seller shall be considered to have been made on behalf of the Developer/Seller.

- 6.4 The Developer/Seller may effect such variations, additions, alterations, deletions and/or modifications to the layout plans and New Building plans, specification of the New Buildings.
- 6.5 Unless prevented by circumstances beyond its control and/or such circumstances amounting to Force Majeure, the Developer/Seller intends to complete the said Flat within 30th November 2018 with a further grace period of 9 months (hereinafter referred to as the COMPLETION DATE).
- 6.6 The Developer/Seller shall make best endeavours for obtaining electricity connection and shall apply to the concerned authorities for supply of electricity for the said housing project. The Purchaser acknowledges that taking into account the large number of blocks and/or building to comprise of the said Housing Project and the manner in which the electricity authorities operates there is likely to be a delay in obtaining electricity connection and in the event of there being any delay in the Developer/Seller in providing electricity to the said Flat and/or the Block in which the said Flat is situated the Purchaser agrees not to hold the Developer/Seller liable for any losses and/or damages consequent to delay in completion of the said Flat.
- 6.7 The said Flat shall be deemed to have been completed if provided with lift, water and electricity and certified so by the Architect for the time being.
- 6.8 Within thirty days from the date of completion as above the Developer/Seller shall send or cause to be sent a notice to the Purchaser to take over possession of the said Flat (hereinafter referred to as the POSSESSION NOTICE) and the Purchaser shall take over and/or shall be deemed to have taken over possession of the said Flat within a period of 15 days from the date of such Possession Notice (hereinafter referred to as the POSSESSION DATE)

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upon making payment of all amounts in terms of this agreement, the Purchaser shall not be entitled to claim possession of the said Flat.

- 9 On and from the Possession Date the Purchaser shall become liable to make payment of the proportionate share of municipal rates taxes and other outgoings including making payment of the proportionate share of common area maintenance charges (hereinafter referred to as the CAM CHARGES).
- 6.10 CONSEQUENCES OF NOT TAKING OVER POSSESSION – In the event of the Purchaser failing to take over possession of the said Flat on or before the possession date upon making payment of all amounts due and payable in terms of this agreement then and in that event in addition to being liable for making payment of the proportionate share of municipal rates taxes and other outgoings including CAM Charges the Purchaser shall be liable and the Developer/Seller shall be entitled to guarding charges at the rate of Rs. 10/- per sq.ft. per month (hereinafter referred to as the GUARDING CHARGES) subject to what is hereinafter stated.
- 6.11 Upon payment of all amounts due and payable by the Purchaser in terms of this agreement including the Guarding Charges the Developer/Seller shall put the Purchaser in complete vacant possession of the said Flat.

ARTICLE- VII – COMMON ELEMENTS – COMMON PARTS AND PORTIONS

- 7.1 The entirety of the said Housing Complex is to comprise of several blocks and/or buildings each block and/or building to comprise of various self contained flats, units, apartments, constructed spaces, car and two wheeler parking spaces including the land designated under each buildings.
- 7.2 In view of the fact that there are several blocks and/or buildings which is to comprise in the said Housing Complex, there are certain common parts, portions amenities and utilities which are designated for a particular Block/Building (hereinafter referred to as the LIMITED COMMON ELEMENTS) and there are certain parts, portions, amenities and utilities which are intended for common use and enjoyment for all the Flat owners of the said

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Housing Complex (hereinafter referred to as the GENERAL COMMON ELEMENTS).

7.3 The expression "Limited Common elements" shall mean and include the following:

- i) All foundations, columns, girders, beams and supports, including load bearing walls but excluding those which are specifically designated elsewhere
- ii) All structural floor assemblies including the underside of such assembly ceiling
- iii) All exterior walls of the Block including the exterior limestone façade of the building and the structural masonry walls
- iv) All windows, window frames, casements and mullions
- v) All central and appurtenant installations for services such as electricity, telephone, sewer, waste, water (including all pipes, ducts, wires, chutes, cables and conduits located in Common Parts & Portions or in **APARTMENT/FLAT/UNITs**) and all other mechanical equipment spaces (except those which are contained in any **APARTMENT/FLAT/UNITs** which serve or benefit all owners or other general Common Elements
- vi) All other facilities of the building including but not limited to shafts, pipes, wires, ducts, vents, cables, conduits and lines which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of all **APARTMENT/FLAT/UNITs** or all **APARTMENT/FLAT/UNIT OWNERS**
- vii) Lobbies and staircases, Stair Head Room, Lift Machine Room
- viii) Lift well
- ix) All walls (save inside wall of any flat) and main gate
- x) Block Overhead water tanks
- xi) Water pipes (save those inside any flat)
- xii) Wiring and accessories for lighting of Common Portions
- xiii) Electrical Installations relating to meter for receiving electricity from Electricity Supply Agency Pump and motor
- xiv) Lift and lift machinery
- xv) Drains, sewers and pipes including the material surface drainage
- xvi) Ground Floor lobby
- xvii) Common toilets

xviii) Green Area

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The expression General Common Elements shall mean and include:

- I. CCTV surveillance,
- II. Water treatment plant,
- III. Sewage treatment plant,
- IV. Amphitheatre & Pool,
- V. Multipurpose court,
- VI. Community Hall,
- VII. Gymnasium, Yoga / Meditation Room,

7.5 All such amenities and facilities shall be located at such place or places in the land forming part of the project and shall be of such specification and size as will be determined by the Architect from time to time.

7.6 **USE OF COMMON PARTS & PORTIONS**- Subject to the provisions of this Agreement and also subject to the rules and regulations which may be made applicable to all the Flat owners in the said housing complex which may be altered and/or modified from time to time the Limited Common Elements shall be used in common with all flat owners of a particular block and/or buildings and the General Common Elements forming part of the said Housing Complex and as enumerated hereinabove shall remain for common use and enjoyment for all the flat owners and/or occupiers of the said Housing Project subject to such rules and regulations as may be framed by the Developer/Seller and/or Facility Management Company and/or Holding Organisation as the case may be.

ARTICLE VIII - MAINTENANCE OF THE COMMON PARTS & PORTIONS-
FMC- MAINTENANCE CHARGES

8.1 Taking into account the fact that there would be a large number of **APARTMENTS/FLATS/UNITS** which would form part of the said housing Complex, it is necessary and desirable that for the purpose of proper and effective maintenance and management of the common parts and portions and/or elements and also for the rendition of the services, the same should be

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done or carried out by the Facility Management Company (hereinafter referred to as the **FMC**).

8.2 The **DEVELOPER/SELLER** will be at liberty and the **PURCHASER** hereby consents to the appointment of any **FMC** for undertaking the rendition of common services and holding the common parts and portion on such terms and conditions as may be agreed upon between the **DEVELOPER/SELLER** and the **FMC** and the said **FMC** will be entitled to a minimum of 15% of **CAM** charges as and by way of **MANAGEMENT CHARGES** and as and when such **FMC** is appointed, all common parts and portions and/or elements forming part of the said Housing Complex shall stand vested and/or held by such **FMC**.

8.3 The **PURCHASER** shall be liable and agrees to make payment of the **CAM** charges as defined in the **FOURTH SCHEDULE** hereunder written regularly and punctually and acknowledges that non-payment of such **CAM** charges is likely to adversely affect the other Owners and/or occupiers of the said Block and/or Housing Complex and as such, in the event of any default on the part of the **PURCHASER** in making payment of such **CAM** charges and if such default shall continue for a period of sixty (60) days from the date of it becoming due then in that event, the **PURCHASER** will not be entitled to avail any of the facilities and/or utilities and in addition thereto, the **FMC** and/or **HOLDING ORGANISATION** will also be entitled to:

- i) discontinue supply of the electricity to the said **APARTMENT/FLAT/UNIT**;
- ii) discontinue/disconnect the supply of water to the said **APARTMENT/FLAT/UNIT**;
- iii) withdraw the service of the lift for the **PURCHASER** and other member of family of the **PURCHASER** and the visitors;
- iv) discontinue the facility of DG power back up;
- v) withdraw all other facilities and utilities which the **PURCHASER** may be entitled to and such facilities and utilities will not be restored until such time the **PURCHASER** has made full payment of all the amounts in

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arrear on account of the **CAM** charges with interest @ 18% per annum.

- 8.4 In the event of such default, it will not be obligatory on the part of the FMC to serve any prior notice and the **PURCHASER** in any event waives such notice being given.
- 8.5 The **DEVELOPER/SELLER** shall form or cause to be formed a '**HOLDING ORGANISATION**' representing all the **APARTMENT OWNERS** in the said Housing Complex which may be an Association, Syndicate or an Association of Person or Body Corporate or a Limited Liability Partnership (hereinafter referred to as the **HOLDING ORGANISATION**) and upon the incorporation of such **HOLDING ORGANISATION** the control and management of all the common parts and portions, installations and equipments will be taken over by the **HOLDING ORGANISATION** and the **FMC** will continue to provide the said maintenance services on the terms and conditions agreed and recorded in the agreement to be entered into between the **DEVELOPER/SELLER** and the **FMC**.
- 8.6 The **PURCHASER** agrees to become a member of such **HOLDING ORGANISATION** and shall abide by the rules and regulations and shall become and deemed to become a member of such organization and shall comply with all the rules and regulations which may be made or prescribed by the **HOLDING ORGANISATION** from time to time.
- 8.7 The **DEVELOPER/SELLER** may at its absolute discretion until such time the **HOLDING ORGANISATION** is formed and incorporated constitute an Adhoc committee of the Unit holders/Flat Owners of the **RESIDENTIAL COMPLEX** comprising of not less than five (5) members and not more than nine (9) members, such Adhoc Committee shall hold and monitor the common parts and portions and maintain the rules and regulations as laid down as may be necessary or required from time to time subject to the rights of FMC.

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ARTICLE IX
HOUSE RULES

9.1 After the **PURCHASER** has taken over possession of the said **APARTMENT/FLAT/UNIT** the **PURCHASER** as a separate covenant by way of Affirmative Covenants has covenanted as follows:

- A. TO CO-OPERATE** with the other **CO-PURCHASER** and/or co-buyers and the **DEVELOPER/SELLER** in the management and maintenance of the said building.
- B. TO OBSERVE** the rules framed from time to time by the **DEVELOPER/SELLER** and upon appointment of the **FMC** and/or formation of the **HOLDING ORGANISATION** by such **FMC** and/or **HOLDING ORGANISATION** as the case may be.
- C. TO ALLOW** the **DEVELOPER/SELLER** and/or their authorized representative and upon appointment of **FMC**, such **FMC** to enter into the said **APARTMENT/FLAT/UNIT** and/or common parts and portions for the purpose of maintenance and repairs.
- D. TO PAY** and bear the common expenses and other outgoing and expenses since the notice and also the rates and taxes for and/or in respect of the said Block including those mentioned in **ARTICLE VIII** herein above written proportionately for the building and/or common parts/areas and wholly for the said **APARTMENT/FLAT/UNIT** and / or to make deposits on account thereof in the manner mentioned hereunder to the **DEVELOPER/SELLER**.
- E. TO DEPOSIT** the amounts reasonably required with the **DEVELOPER/SELLER** and upon appointment of the **FMC** to such **FMC** as the case may be towards the liability for the rates and taxes and other outgoings.

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- F. **TO PAY** charges for electricity in or relating to the said **APARTMENT/FLAT/UNIT** wholly and proportionately relating to the common parts and portions.
- G. To use the said **APARTMENT/FLAT/UNIT** for residential purposes only and for no other purpose whatsoever or howsoever.
- H. To pay and discharge all existing and future rates and water charges, taxes (including service tax, VAT and all other taxes and levies which the **PURCHASER** is liable to pay), duties, charges, assessments, impositions and outgoings whatsoever which now are or at any time in future may be charged, levied, rated, assessed or imposed in respect of the said **APARTMENT/FLAT/UNIT** becoming due subsequent to Possession notice.
- I. From time to time and at all times to repair and maintain and keep in good and substantial repair and condition the said **APARTMENT/FLAT/UNIT**.
- J. To keep the said **APARTMENT/FLAT/UNIT** in a clean and tidy condition and to clean both sides of all windows and window frames and all other glass and other panels in the said **APARTMENT/FLAT/UNIT**.

9.2 The **PURCHASER** hereby further covenants by way of negative covenants as follows:

- A. **NOT TO** sub-divide the said **APARTMENT/FLAT/UNIT** and/or the Parking space or any portion thereof,
- B. **NOT TO** do any act deed or thing or obstruct the construction and completion of the said building in any manner whatsoever and notwithstanding any temporary obstruction in the **PURCHASER's** enjoyment of the said **APARTMENT/FLAT/UNIT**,
- C. **NOT TO** throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said building and/or compound or any

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- portion of the building except in the space for garbage to be provided in the ground floor of the said building,
- D. **NOT TO** store or bring and allow to be stored and brought in the said **APARTMENT/FLAT/UNIT** any goods of hazardous or combustible nature or which are too heavy as to affect or endanger the structures of the building or any portion of any fittings or fixtures thereof including windows, doors, floors etc. In any manner,
- E. **NOT TO** hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof,
- F. **NOT TO** fix or install air conditioners in the said **APARTMENT/FLAT/UNIT** save and except at the places, which have been specified in the said **APARTMENT/FLAT/UNIT** for such installation,
- G. **NOT TO** allow goods, articles or materials of any description to be stored, stocked or displayed on any of the building common parts or otherwise other than in suitable bins and/or receptacles provided for such purpose,
- H. **NOT TO DO** or cause anything to be done in or around the said **APARTMENT/FLAT/UNIT** which may cause or tend to cause or that amount to cause or affect any damage to any flooring or ceiling of the said **APARTMENT/FLAT/UNIT** or adjacent to the said **APARTMENT/FLAT/UNIT** or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use,
- I. **NOT** to use the said Flat or any part or portion thereof for any political meeting nor for any dangerous, noxious or offensive trade or business,
- J. **NOT** to slaughter or permit to be slaughtered any animal and/or bird visible to others nor do any act, deed or thing which may hurt or injure the sentiments of any of the other owners and/or occupiers of the said **RESIDENTIAL SEGMENT**,
- K. **NOT** to permit any sale by auction or public meeting or exhibition or display to be held upon the **APARTMENT/FLAT/UNIT** nor to permit or

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