

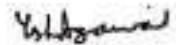
suffered to be done into or upon the said **APARTMENT/FLAT/UNIT** or any part thereof any act or thing which is illegal or immoral or which shall or may be or become a nuisance, damage, unreasonable annoyance or unreasonable inconvenience to the other owners and/or occupiers,

- L. **NOT** to keep in the said **APARTMENT/FLAT/UNIT** any article or thing which is or might become dangerous, offensive, combustible, inflammable radioactive or explosive of which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said **APARTMENT/FLAT/UNIT** and/or any other **APARTMENT/FLAT/UNIT** in the said residential complex,
- M. **NOT** to discharge into any conducting media any oil or grease or any noxious or deleterious effluent or substance which may cause an obstruction or might be or become a source of danger or which might injure the conducting media or the drainage system of the residential complex,
- N. **NOT TO** create hindrance/obstruction in any manner whatsoever to occupiers of the said new building particularly regarding use of Common Parts and Portions,
- O. **NOT TO** damage or demolish or cause to be damaged or demolished the said **APARTMENT/FLAT/UNIT** or any part thereof or the fittings and fixtures affixed thereto,
- P. **NOT TO** close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside color Scheme of the exposed walls of the Verandahs, lounges or any external walls or the fences of external doors and windows including grills of the said **APARTMENT/FLAT/UNIT** which in the opinion of the **DEVELOPER/SELLER** and/or **FMC** differs from the color scheme of the building or deviation or which in the opinion of the **DEVELOPER/SELLER** and/or **FMC** may affect the elevation in respect of the exterior walls of the said building,
- Q. **NOT TO** install grills which are protruding the windows, such grills to be fitted only inside the windows and shall be of such as shall be

✓ Anasuya Samant³⁰ Borad.

✓ Manoj Borad

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approved by the **DEVELOPER/SELLER** and/or the Architect and the place where such grills are to be put up shall be as designated or identified by the **DEVELOPER/SELLER** and/or **ARCHITECT** and/or **FMC**,

- R. NOT TO** do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said **APARTMENT/FLAT/UNIT** or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured,
- S. NOT TO** make in the said **APARTMENT/FLAT/UNIT** any structural addition and/or alteration such as beams, columns, partition walls etc. or improvement of a permanent nature,
- T. THE PURCHASER** shall not fix or install any window antenna on the roof or terrace of the said building nor shall fix any antenna excepting that the **PURCHASER** shall be entitled to avail the central antenna facilities to be provided by the **DEVELOPER/SELLER** and/or **FMC** to the **PURCHASER** and also the other owners of the **APARTMENT/FLAT/UNITs** in the said **PREMISES** at their cost,
- U. NOT TO** use the said **APARTMENT/FLAT/UNIT** or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Owners and occupiers of the neighboring **PREMISES** or for any illegal or immoral purpose or as a Boarding House, CLUB HOUSE, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place Dispensary or a Meeting Place or for any commercial or Industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor cars and shall not raise or put any kutcha or pucca construction grilled wall/enclosures thereon or part thereof and shall keep it always open as before, Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car and two wheeler parking space,

✓ Anaswfe Semanta Borah For Swanhousing & Infra Pvt. Ltd.
✓ Manoj Borah 31
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- V. **NOT TO** use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars,
- W. **NOT TO** draw any wire, cable, pipe from or through any common parts or portions or outside wall of the Block,
- X. **NOT TO** commit any alteration, changes in the pipes, conduits, cables or other fittings and fixtures,
- Y. **NOT TO** allow or permit to be parked the vehicles of the Guest/visitors of the PURCHASERS within the parking space or any open area/space within the Housing Complex,
- Z. **NOT TO** overload the electrical wiring,
- AA. **NOT TO** park car and two wheeler on the pathway or open spaces of the building or at any other spaces except the space allotted to it and shall use the pathways as would be decided by the **DEVELOPER/SELLER** and/or **FMC**,
- BB. **TO ABIDE** by such building rules and regulations as may be made applicable by the **DEVELOPER/SELLER** and upon appointment of the **FMC** by such **FMC**,
- CC. **NOT TO** display or permit any person to display raw meat or sacrificing of animals on the common parts or portions of the said building or at the said PREMISES,
- DD. **NOT TO** do or permit to be done any act deed or thing whereby the sentiments of other occupants are in any way injured or hurt,
- EE. In the event of non-payment of such **CAM** Charges the **PURCHASER** shall be liable to pay interest at the rate of 18% per annum to the **DEVELOPER/SELLER** and upon appointment of the **FMC** to such **FMC** and of such default shall continue for a period of sixty days (60) from the date it becomes due then or if the **PURCHASER** shall commit any breach of the covenants hereto and in that event without prejudice to any other rights which the **DEVELOPER/SELLER** and/or **FMC** may have the

✓ Anasuya Samanta Board . For Swanhousing & Infra Pvt. Ltd.
✓ Manoj Borat³⁷

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FF. DEVELOPER/SELLER and/or the **FMC** shall be entitled to and the **PURCHASER** hereby consents to the:

1. To discontinue the supply of electricity,
2. To discontinue / disconnect the supply of water,
3. To withhold the services of lifts to the **PURCHASER** and the members of their families and visitors and the same shall not be restored until such time the **PURCHASER** having made full payment of the amounts due with interest at the aforesaid rate,
4. To discontinue the facility of DG power back-up,
5. To withdraw use of all other utilities/facilities/benefits and the same shall not be restored until payment of all the outstanding dues and interest accrued thereof,

9.3 CAR PARKING SPACE(S):

- a) **PARKING** of Car and two wheeler will be permitted only if specifically allotted,
- b) **THE** said Parking Space/s shall be used only for the Purpose of Parking of car (s),
- c) **THE PURCHASER** shall not permit anybody to reside in the said Parking Space/s or use the same for any other purpose other than parking of car(s),
- d) **THE PURCHASER** shall not park nor shall permit anybody to park the car(s) in the said Parking Space(s) in a manner, which may obstruct the movement of other car(s),
- e) In the event of the **PURCHASER** washing car(s) or permitting anybody to wash car(s) in the said Parking Space(s) then and in that event it will be obligatory on the part of the **PURCHASER** to clean up the entire space and if because of any negligent act on the part of the **PURCHASER** any lesser damage is caused to any person then in that event **PURCHASER** shall be liable and agrees to keep the **DEVELOPER/SELLER** indemnified,
- f) **THE PURCHASER** shall not be entitled to cover up and / or make any construction on the said Parking Space(s) and / or open spaces,

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✓ Manoj Borai

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- g) **NOT** to store nor permit anybody to store any articles or things into or upon the said Parking Space(s),
- h) **TO** abide by all the rules and regulations as may be made applicable for the use of the Parking Space(s) from time to time by the **FMC**,
- i) **MUST NOT** let, or part with possession of the Car(s) Parking Space excepting as a whole with the said **APARTMENT/FLAT/UNIT** to anyone else excepting to a person who owns a Flat in the building and the **PURCHASER** will give an undertaking and sign a document of adherence that the Car Parking space will be held only for the parking of cars,
- 9.4 The aforesaid negative covenants are independent of each other and are capable of being enforced independently.

ARTICLE X
FORCE MAJEURE

10.1 The **DEVELOPER/SELLER** shall not be regarded in breach of any of the terms and conditions herein contained and on the part of the **DEVELOPER/SELLER** to be performed and observed if it is prevented by any of the conditions as detailed out hereunder:

- a) Acts of God including fire, drought, flood, earthquake, epidemics, natural disasters etc.
- b) Explosions or accident including act of terrorism.
- c) Strikes or lockouts, industrial dispute.
- d) Non availability of any material due to any reason whatsoever beyond the control of the **DEVELOPER/SELLER** or circumstances beyond the control of the **DEVELOPER/SELLER**.
- e) War and hostilities of war, riots, bandh, civil commotion or local disturbances.
- f) The promulgation of or amendment in any law, rule or regulation or the issue of any injunction, Court order or directly from any governmental authority that prevents or restricts a party from

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✓ Manoj Boral³¹

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- complying with any or all the terms and conditions as agreed in this agreement.
- g) Any legislation, order or rule or regulation made or issued by the government or any other statutory competent authority (ies) refuses, delays, withholds, denies the grant of approvals for the said complex/building or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority (ies) become subject matter of any suit/writ before a competent court or for any reason whatsoever,
 - h) Local disturbances.
 - i) Any other events or circumstances analogous to the foregoing.

ARTICLE XI
FORFEITURE AND CANCELLATION

11.1 In the event of failure on the part of the **PURCHASER(s)** of the **TOTAL CONSIDERATION AMOUNT** in terms of the Payment Schedule forming part of Application Form for booking of the aforesaid **APARTMENT/FLAT/UNIT** as described herein above and inspite of receipt of the notice of payment the **PURCHASER(s)** shall be liable and responsible to pay interest at the rate of 18% per annum for the first three months of default in favour of the **DEVELOPER/SELLER** from its due date of payment. After the expiry of the said three months the **DEVELOPER/SELLER** at its own discretion and prerogative shall become entitled to cancel the application of the within mentioned **APARTMENT/FLAT/UNIT**, forfeit the delayed payment interest payable by the **PURCHASER(s)** and refund the balance amount paid till such date of cancellation after deducting 10% of the **TOTAL CONSIDERATION AMOUNT** and all other ancillary charges falling due on the part of the **PURCHASER(s)** and such refund to take place in 12 equal monthly installments.

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BREACHES ON THE PART OF THE DEVELOPER/SELLER - In the event of the Developer/Seller failing to complete the said Unit and/or new building in the manner as hereinbefore stated on and before completion date that is on 31st August 2019 including grace period then and in that event the Purchaser shall be entitled to interest at the rate of SBI PLR per annum on all amounts paid by the Purchaser till then for a period after 31st August 2019 until such time the said Unit and/or new building is completed and the Purchaser hereby confirms that such damages is adequate and reasonable.

ARTICLE XII
PROCEDURE FOR TAKING POSSESSION

- 12.1 The said **APARTMENT/FLAT/UNIT** shall be deemed to have been completed if provided with electricity, water, drainage, and certified so by the Architect.
- 12.2 Immediately after the said **APARTMENT/FLAT/UNIT** is completed the Developer/Seller shall give to the **PURCHASER** 30 days notice, in writing hereinafter referred to as the **POSSESSION NOTICE**).
- 12.3 As from the date of the Possession Notice, the **PURCHASER** shall be liable and agrees to make payment of the CAM Charges and the municipal rates taxes and other outgoings payable in respect of the said **APARTMENT/FLAT/UNIT** excepting that the **PURCHASER** shall not be entitled to occupy the said **APARTMENT/FLAT/UNIT** until such time completion certificate is obtained from the authorities concerned excepting that the **PURCHASER** on and from the date of the Possession Notice shall be entitled to enter upon the said flat for the purpose of carrying out interiors and/or fit out works at its own cost into or upon the said Flat **SUBJECT** to the **PURCHASER** making payment of all amounts agreed to be paid by the **PURCHASER** to the **DEVELOPER/SELLER** in terms of this agreement.

✓ Anasuya Sumantra Boral
✓ Haroj Prasad 36

For Swanhousing & Infra Pvt. Ltd.

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ARTICLE XIII
FAILURE OF THE PURCHASER TO TAKE POSSESSION

13.1 Within 15 (fifteen) days from the date of Notice being given to the Purchaser to take over possession (hereinafter referred to as the POSSESSION NOTICE) the Purchaser shall be liable to make payment of the proportionate share of common area maintenance (hereinafter referred to as the CAM CHARGES details whereof will appear from the fourth Schedule hereunder written) and in no event the Purchaser shall be entitled to claim possession of the said Flat until the Purchaser has made full payment of all the amounts agreed and/or committed to be paid by the Purchaser.

13.2 In the event of any default on the part of the Purchaser in making payment of any of the instalments agreed to be paid by the Purchaser then and in that event the Purchaser shall be liable and agrees to pay interest at the rate of 18% on the amounts remaining in arrears and if such default shall continue for a period of three months then and in that event without prejudice to any other right which the Owner/Developer/Seller may have the Owner/Developer/Seller shall be entitled to cancel and rescind this agreement and after forfeiting a sum equivalent to 10% of the amount of consideration as and by predetermined liquidated damages such refund the balance amount and such refund to take place in 12 equal monthly instalments from the date of cancellation.

13.3 Similarly, if the Purchaser has made timely payment and if the Developer/Seller shall fail to deliver possession of the said Flat within the time agreed including the Grace Period that is 31st August 2019 then and in that event the Developer/Seller shall be liable to compensate the Purchaser by making payment of interest at the rate of SBI PLR per annum on the amounts paid by the Purchaser for a period after 31st August 2019 until such time the Owner/Developer/Seller delivers possession of the said Flat in terms of this Agreement. The said Flat shall be deemed to have been completed if provided with electricity, water and lift and certified so by the Architect.

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✓ Manoj Boral

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For the purpose of determination of the super built-up area to comprise in the said Flats the certificate given by the Architect of the said building shall be final and binding on the parties.

ARTICLE XIV
DOCUMENTATION

- 14.1 This **AGREEMENT FOR SALE** for transfer of the ownership relating or pertaining to the said **APARTMENT/FLAT/UNIT** is prepared by the Learned Advocate of the **DEVELOPER/SELLER** incorporating the essential terms and conditions herein contained and agreed between the parties hereto and such other clauses conditions stipulations and covenants as are to be provided for in the Agreements for Sale. The **PURCHASER** agrees that the said documentation of the **AGREEMENT FOR SALE** shall be binding on the **PURCHASER(S)**. Any future hindrance or objection raised by the **PURCHASER(S)** in this regard shall not be entertained by the **DEVELOPER/SELLER** in any manner whatsoever.
- 14.2 The Deed of Sale in respect of the Flat/Unit/Apartment intended to be acquired by the **PURCHASER** shall be executed within a period of thirty days from the date of Possession Notice being given by the **DEVELOPER/SELLER** to the **PURCHASER** (hereinafter referred to as the **EXECUTION DATE**) and seven days before prior to the Execution Date it shall be obligatory on the part of the **PURCHASER** to deposit the requisite amount on account of payment of stamp duty, registration charges, legal fees and other incidental expenses in connection therewith and in the event of any default on the part of the **PURCHASER** in depositing the amount as aforesaid it will not be obligatory on the part of the **DEVELOPER/SELLER** to execute the Deed of Sale and the **DEVELOPER/SELLER** shall be entitled to such damages as may be awarded by the Arbitrator as hereinafter appearing.

✓ Anasuya Samanta Borah.

✓ Manoj Borah

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Y. S. S.
Authorised Signatory

ARTICLE XV
EVENTS OF DEFAULT

- 15.1 The **PURCHASER** agrees that all defaults, breaches and/or non-compliance of any of the terms and conditions of this Agreement shall be deemed to be events of defaults liable for consequences stipulated herein. Some of the indicative events of defaults are mentioned below which are merely illustrative and are not exhaustive:
- (a) Failure to make payments under this Agreement;
 - (b) Failure to perform and observe any or all of the **PURCHASER'S** obligations including those set forth in this Agreement;
 - (c) Failure to take possession of the Said **APARTMENT/FLAT/UNIT** within the time stipulated by the **DEVELOPER/SELLER** in its notice;
 - (d) Failure to execute the **DEED OF SALE** within the time stipulated by the **DEVELOPER/SELLER** in its notice;
 - (e) Failure to use the said **APARTMENT/FLAT/UNIT** for the specified use/permitted use;
 - (f) Assignment of this Agreement or any interest of the **PURCHASER** in this Agreement without prior written consent of the **DEVELOPER/SELLER**;
 - (g) Non-adherence of any guidelines, policies, rules as framed by the **DEVELOPER/SELLER**, from time to time with regard to interior fit outs, working hours, etc. and refusal to sign any document, letter and undertaking required for the above purpose;
 - (h) Any other acts, deeds or things which the **PURCHASER** may commit, omit or fail to perform in terms of this Agreement, any other undertaking, Affidavit/Agreement/Indemnity etc. or as demanded the **DEVELOPER/SELLER** which in the opinion of the **DEVELOPER/SELLER** amounts to an event of default and the **PURCHASER** agrees and confirms that the decision of the **DEVELOPER/SELLER** in this regard shall be final and binding on the **PURCHASER**;

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If the Developer/Seller has been prevented from constructing the Said Flat within the period due to force majeure then the Purchaser shall be entitled to terminate the contract by serving a 3 (three) months' notice in writing when and in which event, the Developer/Seller shall be liable to refund the amount of consideration paid by the Purchaser to the Developer/Seller in three equal monthly installments, till then arising from the date of payment of the amount by the Purchaser to the Developer/Seller till the date of refund of the amount, and such amount shall be a charge on the Said Flat/Unit until payment thereof;

- 5.3 If the Developer/Seller has not so been prevented from constructing the Said Flat within the said period due to force majeure then the Purchaser shall have the option either to claim interest @ SBI PLR percent per annum from the Developer/Seller on the amount of consideration paid by the Purchaser to the Developer/Seller till then arising from the date of expiry of the period of construction and the extension thereof till the date of delivery of possession of the Said Flat/Unit to the Purchaser or to terminate the contract upon 1 (one) month's notice in writing and claim refund of the amount of consideration paid by the Purchaser to the Developer/Seller till then in three equal monthly installments.

ARTICLE XVI

GENERAL

16.1 ABANDONMENT:

The **PURCHASER** agrees and understands that the **DEVELOPER/SELLER** may abandon the project due to any reason whatsoever, without giving any reasons and if the **DEVELOPER/SELLER** abandons the project then this Agreement shall stand terminated and the **PURCHASER** shall be entitled to refund the amount paid under this Agreement along with SBI PLR interest per annum for the period the amount has been lying with the **DEVELOPER/SELLER** and the **DEVELOPER/SELLER** shall not be liable to pay any other compensation whatsoever.

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✓ Manoj Boral 40

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16.2 RIGHT TO ENTER THE SAID APARTMENT/FLAT/UNIT FOR REPAIRS:

The **PURCHASER** confirms that even after the executing the **DEED OF SALE** the **FMC** has the right or unrestricted usage of all common parts and portions for providing necessary maintenance services. The **PURCHASER** acknowledges that the Maintenance Agency shall have the right to enter into the said **APARTMENT/FLAT/UNIT** or any part thereof, after due notice in writing and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect in the said **APARTMENT/FLAT/UNIT** or the defects in the **APARTMENT/FLAT/UNIT** above or below the said **APARTMENT/FLAT/UNIT**. Any refusal of the **PURCHASER** to give such right to entry shall be deemed to be a violation of the terms of this agreement and the **DEVELOPER/SELLER/FMC** shall be entitled to take such action as it may deem fit.

16.3 USE OF THE SAID APARTMENT/FLAT/UNIT:

The **PURCHASER** shall not use the said **APARTMENT/FLAT/UNIT** for any purpose other than for residential purposes nor may cause nuisance or annoyance to other **APARTMENT/FLAT/UNIT** holders of the said building/complex; or for any illegal or immoral purpose; or to do or cause to be done in or around the said **APARTMENT/FLAT/UNIT** which tends to cause interference to any adjacent **APARTMENT/FLAT/UNIT** and/or **BUILDING** or in any manner interfere with the use of roads or amenities available for common use. The **PURCHASER** shall indemnify and keep the **DEVELOPER/SELLER** indemnified against any action, damages or loss due to misuse for which the **PURCHASER** or their assignees shall be solely responsible. If the **PURCHASER** uses or permit the use of the said **APARTMENT/FLAT/UNIT** for any other purpose other than permitted use, then the **DEVELOPER/SELLER** shall be entitled to treat this Agreement as cancelled and resume the possession of the said **APARTMENT/FLAT/UNIT** and the **PURCHASER** has agreed to this condition. The **PURCHASER** specifically agrees to strictly adhere to the terms and conditions as may be determined and/or framed by the **DEVELOPER/SELLER/FMC**, from time to time and are subject to statutory guidelines issued by the Authority.

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ROOF:

The ultimate roof/terrace of a particular block and/or Block shall be treated as the Roof/Terrace.

16.5 **FUTURE CONSTRUCTION** - If after sanction of the plan and before completion of the said project if Developer/Seller shall obtain the right of making any further and/or additional construction (hereinafter referred to as the ADDITIONAL CONSTRUCTION) the Developer/Seller shall be entitled to undertake such additional construction and the Purchaser hereby consents to the same.

16.6 At or before execution of this Agreement the Purchaser has been made aware that the Owners/Developer/Seller shall be entitled to acquire the freehold right and/or development right over and in respect of any adjoining and/or contiguous properties (hereinafter referred to as the ADDITIONAL LANDS/ADJOINING PROPERTIES) with the intent and object that consequent to acquisition of such Additional Lands/Adjoining Properties, Developer/Seller will be entitled to cause the said adjoining Properties to be amalgamated with the said Properties and upon such amalgamation to undertake development thereof which shall form part of the said Project.

16.7 The facilities and/or utilities and/or amenities to be provided for in the said Project to be constructed at the said properties as well as in the building and/or buildings to be constructed on the adjoining Properties will remain for common use and enjoyment for all the owners and/or occupiers of the said Project.

16.8 The Developer/Seller shall be entitled to connect the drains, sewers, water, electric connection and other utilities and installations in the said project to be connected with the building and/or buildings to be constructed on the adjoining Properties and this would also benefit the Purchaser in as much as it will reduce the proportionate amount of common area maintenance charges payable by the Purchaser.

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16.9 In the event of such additional constructions being made the Developer/Seller has reserved on top itself the ultimate roof of such additional constructions for the purpose of display of hoarding signs, putting up antennas glow sign neon signs and other display materials on such part or portion of the said Roof as the Developer/Seller in its absolute discretion shall deem fit and proper and the Purchaser agrees not to raise any obstruction whatsoever or howsoever.

ARTICLE XVII

17. **RIGHT OF THE DEVELOPER/SELLER TO MAKE ADDITIONAL FLOORS/CONSTRUCTIONS IN/ON THE SAID COMPLEX/SAID BUILDING:**

Taking into account the total area of land forming part of the Housing Complex that is likely that some open spaces not being used for any common utilities and amenities and as such if permitted the **DEVELOPER/SELLER** may make further and additional constructions therefore and as such.

ARTICLE XVIII

MISCELLANEOUS

18.1 **AGREEMENT**-This Agreement is being executed in duplicate. It shall be the obligation of the Purchaser to make payment of the amounts which may become payable on account of the stamp duty and registration charges.

18.2 **BINDING EFFECT:**

Forwarding this agreement to the **PURCHASER** by the **DEVELOPER/SELLER** does not create a binding obligation on the part of the **DEVELOPER/SELLER**, until a copy of this Agreement executed by the **PURCHASER** is delivered to the **DEVELOPER/SELLER** within thirty days (30) from the date of dispatch of this Agreement by the **DEVELOPER/SELLER**. Upon such failure of the **PURCHASER**, the Application of the **PURCHASER** may be treated as cancelled and the Earnest

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✓ Manoj^o Borat⁴³

For Swanhousing & Infra. Ltd.

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Money and Non Refundable Amounts paid by the **PURCHASER** shall stand forfeited.

ASSIGNMENT OF AGREEMENT:

The said **APARTMENT/FLAT/UNIT** in favour of the **PURCHASER** is not assignable or transferable nor that name of the Buyer can be added, substituted and/or deleted for from the date of issuance of the Letter pertaining to the subject **APARTMENT/FLAT/UNIT**. However, after the expiry of eighteen months upon receipt of written communication from **PURCHASER** wherein expressing his/her/its desire to transfer the allotment of the said **APARTMENT/FLAT/UNIT** to his/her/its Nominee the **DEVELOPER/SELLER**, at its sole discretion subject to execution of the Tripartite Nomination Agreement and receipt of nomination charges permit the **PURCHASER** to get the name of his/her/its nominee substituted, added and/or deleted in his/her/its place. The **DEVELOPER/SELLER**, at its sole discretion, may grant such permission upon payment of Transfer / Nomination Charges of 1% of the total consideration amount including other charges. The **PURCHASER** shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such assignment, addition, deletion and/or substitution.

18.4 ENTIRETY OF AGREEMENT:

The Parties agree and confirm that this agreement including the preamble, recital, annexure and the terms and conditions contained in the Application constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any and all earlier understanding, any other agreements, correspondence, arrangements whether written or oral, if any, between the Parties hereto. The terms and conditions of this Agreement shall continue to be binding on the **PURCHASER** save and except in case where the terms and conditions of the Application are at variance with the terms and conditions of this agreement in which case the terms and conditions of this Agreement shall prevail and supersede. This Agreement or any provision hereof cannot be orally changed, terminated or waived. Any changes

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✓ Manoj Prorol

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or additional provisions must be set forth in writing in a separate agreement duly signed by the parties.

18.5 AGREEMENT SPECIFIC ONLY TO THE SAID APARTMENT /FLAT/UNIT:

The **PURCHASER** agrees that the provisions of this Agreement, Maintenance Agreement, and those contained in other annexure are specific and applicable to the said **APARTMENT/FLAT/UNIT** in the said Building/Complex and these provisions cannot be read in evidence or interpreted in any manner in or for the purpose of any suit or proceeding before any court(s) forum(s) involving any other space(s) project(s) of the **DEVELOPER/SELLER** or its associates, subsidiaries or partnership firms in which the **DEVELOPER/SELLER** is a partner or is otherwise interested.

18.6 WAIVER NOT A LIMITATION TO ENFORCE:

Notwithstanding anything else contained in this agreement:

a) The **DEVELOPER/SELLER** may, at its sole option and discretion, waive in writing the breach by the **PURCHASER** of not making payments as per the Payment Plan given in Fifth Schedule but on the condition that the **PURCHASER** shall pay to the **DEVELOPER/SELLER** interest which shall be charged after the due date as hereinbefore prescribed in clause 13.2 and for all periods of delay after the due date. It is made clear and so agreed by the **PURCHASER** that exercise of discretion by the **DEVELOPER/SELLER** in case one **PURCHASER** shall not be construed to be a precedent and/or binding on **DEVELOPER/SELLER** to exercise such discretion in case of other **PURCHASERS**.

b) Failure on the part of the **DEVELOPER/SELLER** to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver or any provisions or of the right thereafter to enforce each and every provision.

✓ Anasuya Samanta Boral

✓ Manoj Boral

For Swanhousing & Infra Pvt. Ltd.

Yashwanth
Authorised Signatory

BORROWING POWER:

The Purchaser hereby acknowledges that the Developer/Seller shall be entitled to apply for and obtain construction loan from any bank and/or financial institution and/or from any other person on the express condition that at or before delivery of possession of the said Apartment/Flat/Unit intended to be acquired by the Purchaser the Developer/Seller shall cause such charge and/or lien to be removed.

18.8 **SUPERSESION:**

This Agreement supersedes all previous agreements, arrangements, memorandums of understanding, allotment letters and all other writings and none of the parties shall be entitled to rely on the same.

18.9 **SEVERABILITY:**

The **PURCHASER** agrees and understands that if any provision of this agreement is determined to be void or unenforceable under the applicable law, such provision shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to applicable Law and the remaining provisions of this agreement shall remain valid and enforceable as applicable at the time of execution of this agreement.

18.10 **CAPTIONS/HEADINGS:**

The captions/headings in this agreement are for easy reading and convenience and are of indicative nature only and in no way define, limit or describe the scope of this Agreement or the intent of any provisions hereof. The true interpretation of any matter/clauses in this Agreement shall be done by reading the various clauses in this Agreement as a whole and not in isolation or in parts or in terms of captions provided.

✓ Anasuya Somantra Boral
✓ Manoj Boral

For Swanhousing & Infra Pvt. Ltd.

Yashraj
Authorised Signatory

18.11 RIGHT TO JOINT AS AFFECTED PARTY:

The **DEVELOPER/SELLER** shall have the right to join as an affected party in any suit/complaint filed before any appropriate Court by the **PURCHASER** if the **DEVELOPER/SELLER's** rights under this Agreement are likely to be affected /prejudiced in any manner by the decision of the court on such suit/complaint. The **PURCHASER** agrees to keep the **DEVELOPER/SELLER** fully informed at all times in this regard.

18.12 INDEMNIFICATION:

The **PURCHASER** hereby covenants with the **DEVELOPER/SELLER** to pay from time to time and at all times the amount which the **PURCHASER** is liable to pay under this Agreement and to observe and perform all the covenants and conditions contained in this Agreement and to keep the **DEVELOPER/SELLER** and its agents and representatives, estates and effects, indemnified and harmless against any cost, loss/liabilities or damages that the **DEVELOPER/SELLER** may suffer as a result of non-payment, non-observations or non-performance of any of the covenants and conditions stipulated in this Agreement. This will be in addition to any other remedy provided in this Agreement and/or available in law.

18.13 BROKERAGE/SERVICE COMMISSION:

If the **DEVELOPER/SELLER** has paid commission to a broker, then the said amounts shall also form a part of the Non Refundable Amounts.

However, the **PURCHASER** shall bear the expenses to any person for services rendered by such person to the **PURCHASER** whether in or outside India for acquiring the said **APARTMENT/FLAT/UNIT**. The **DEVELOPER/SELLER** shall in no way whatsoever be responsible or liable for such payment nor the **PURCHASER** has the right to deduct such charges from the total consideration amount and other charges payable to the **DEVELOPER/SELLER** for the said **APARTMENT/FLAT/UNIT**. Further the **PURCHASER** shall indemnify and hold the **DEVELOPER/SELLER** free and harmless from and against any or all liabilities and expenses in this connection.

However, if the **DEVELOPER/SELLER** has paid commission to a broker, then

✓ Anasuya Suman Borah
✓ Manoj Borah

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For Swanhousing & Infra Pvt. Ltd.

Yashwanth
Authorized Signatory

the said amounts shall also form a part of the Non Refundable Amounts and would be deducted from the amounts required to be refunded to the **PURCHASER** in case of cancellation or allotment or otherwise.

14 **FURTHER ASSURANCE:**

The **PURCHASER** agrees that the persons to whom the said **APARTMENT/ FLAT/UNIT** is let, transferred, assigned or given possession shall execute, acknowledge and deliver to the **DEVELOPER/SELLER** such Instruments and take such other actions, in addition to the Instruments and actions specifically provided for herein, as the **DEVELOPER/SELLER** may reasonably request in order to effectuate the provisions of this agreement or any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

18.15 **PLACE OF EXECUTION:**

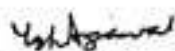
The execution of this Agreement will be complete only upon its execution by the **DEVELOPER/SELLER** through its authorized signatory either at the **DEVELOPER/SELLER'S** Registered Office situated at 97A, Southern Avenue, Kolkata-700029 or at its Site Office situated at Mouza- Rasapunja, under Bishnupur Police Station, District- South 24 Parganas after the copies duly executed by the **PURCHASER** are received by the **DEVELOPER/SELLER**. The Agreement shall be deemed to have been executed at Kolkata.

18.16 **COPIES OF THE AGREEMENT:**

Two copies of this Agreement shall be executed and the **DEVELOPER/SELLER** shall retain the original and the other copy shall be retained by the **PURCHASER** for his/her/its reference and records. It shall be the responsibility and obligation of the **PURCHASER** to have this Agreement stamped and registered and if because of any default or avoidance on the part of the **PURCHASER** not to stamp or register this Agreement any loss or damage is caused to the **DEVELOPER/SELLER** the **PURCHASER** shall be liable for the same and agrees to keep them duly indemnified.

✓ Anasuya Samenta Boral
✓ Manoj Boral⁴⁸

For Swanhousing & Infra Pvt. Ltd.


Authorised Signatory

18.17 NOTICES:

Notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally or sent by Registered Post/Speed Post with Acknowledgment Due, or by fax addressed to the intended recipient at its address set out in this agreement or to such other address or tele-fax number as any party may from time to time duly notify to the others. Any such notice, demand of communication shall, unless the contrary is proved, be deemed to have been duly served (if given or made by fax) on the next following business day in the place or receipt (of if given by registered post with acknowledgement due) two days after posting and in proving the same it shall be sufficient to show, in the case of a letter, that the envelope containing the same was duly addressed, correctly stamped and posted and in case of a fax such tele-fax was duly dispatched to a current telefax number of the addressee.

18.18 JOINT PURCHASERS:

In case there are joint **PURCHASER(s)** all communication shall be sent by the **DEVELOPER/SELLER** to the **PURCHASER** whose name appears first and at the address given by the **PURCHASER** which shall for all intents and purposes be considered as properly served on all the **PURCHASERS**.

18.19 RIGHT TO TRANSFER OWNERSHIP:

The **DEVELOPER/SELLER** reserves the right to transfer ownership of the New Buildings in whole or in parts to any other person by way of disposal/court based amalgamations/due to change in the shareholding structure of the **DEVELOPER/SELLER**/change in the constitution of the **DEVELOPER/SELLER** or any other arrangement as may be decided by the **DEVELOPER/SELLER** in its sole discretion and the **PURCHASER** agrees that he/she/it shall not raise any objection in this regard, provided that the rights of the **PURCHASER** under this Agreement shall not get affected.

✓ Anasuya Samanta Boral.
✓ Manoj Boral⁴⁹

For Swanhousing & Infra Pvt. Ltd.

M. S. Agawal
Authorised Signatory

COVENANTS REASONABLE:

The parties agree that having regards to all the circumstances the covenants contained herein are reasonable and protecting the rights of all the parties herein. If any such covenant is held to be void as going beyond what is reasonable in all the circumstances but would be valid if amended as to the scope or duration or both the covenant will apply with such modification regarding its scope and duration as may be necessary to make its valid and effective.

18.21 GOVERNING LAW:

It is clarified that the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India.

ARTICLE XIX

DISPUTE RESOLUTION BY ARBITRATION

19. All disputes and differences by and between the parties hereto in any way relating to or connected with the Said Flat and/or this Agreement and/or anything done in pursuance hereof shall be referred for arbitration to Mr. O.P Jhunjhunwala, Advocate as the sole Arbitrator, be appointed jointly by the parties hereto and the same shall to be adjudicated in accordance with the Arbitration and Conciliation Act, 1996 as modified from time to time. The Arbitrator shall have the right to proceed summarily and to make interim awards. The Arbitrator shall have the power to give interim awards and/or directions. It will not be obligatory on the part of the Arbitrator to give any reasoned or speaking award. The Parties hereto covenant with each other that they have full trust and faith in the Arbitrator and agrees not to challenge and/or dispute the same in any manner whatsoever or howsoever.

✓ Anasuya Samanta Borral -
✓ Manoj Borral

For Swanhousing & Infra Pvt. Ltd.

Yashwanth
Authorised Signatory

ARTICLE XX
JURISDICTION

20. Courts at Kolkata alone shall have the jurisdiction to entertain try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this Agreement or connected therewith including the arbitration as provided hereinabove.

THE FIRST SCHEDULE ABOVE REFERRED TO
(THE SAID PROPERTY)

ALL THAT piece and parcel of land measuring about **(i)** 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* Raspunja, J.L. No.15, Police Station Bishnupur, Raspunja *Gram Panchayat*, District South 24 Parganas **(ii)** 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* Raspunja, J.L. No.15, Police Station Bishnupur, Raspunja *Gram Panchayat*, District South 24 Parganas **(iii)** 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* Raspunja, J.L. No.15, Police Station Bishnupur, Raspunja *Gram Panchayat*, District South 24 Parganas And **(iv)** 94 (ninety four) decimal, more or less, comprised in R.S. *Dag* No. 1898, corresponding to L.R. *Dag* No. 1309, recorded in R.S. *Khatian* No. 1269, *Mouza* Raspunja, J.L. No.15, Police Station Bishnupur, Raspunja *Gram Panchayat*, District South 24 Parganas **together with a piece of land measuring about , more or less 214.615 (Two hundred fourteen point six one five) Decimal.**

✓ Anasuya Samanta Borah
✓ Manoj Borah

For Swanhousing & Infra Pvt. Ltd.

Yashwanth
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THE SECOND SCHEDULE ABOVE REFERRED TO
(THE SAID APARTMENT/FLAT/UNIT)

ALL THAT the Said Flat, being the **Unit No. 6402A** on the 4th Floor in Block No. 'B-6' containing a super built up area of 425 square feet, be the same a little more or less, **TOGETHER WITH** the right to park One Open Car Parking space (hereinafter referred to as the **CAR AND TWO WHEELER PARKING SPACE/S**) on the ground floor of the New Building at the Said Property described in the First Schedule hereinabove together also with the undivided proportionate variable share in the land attributable thereto comprised in the New Building. Bounded by:-

On North - Flat No.- 6403

On South - Flat No.- 6402

On East - Passage

On West - Open Space

✓ Anasuya Sumanth Borral
✓ Manoj Borral

For Swanhousing & Infra Pvt. Ltd.

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THE THIRD SCHEDULE ABOVE REFERRED TO:

(COMMON AREAS AND FACILITIES)

1. Entrance and exit gates of the New Building.
2. Paths passages and open spaces in the New Building and those reserved by the Owners for parking of car and installation of generator.
3. Entrance lobby in the ground floor of the New Building
4. Driveway in the ground floor of the New Building.
5. Staircase of the New Building along with their full and half landings with stair cover on the ultimate roof.
6. One lift with lift shaft and the lobby in front of it on typical floors.
7. Stand-by diesel generator set of reputed make of sufficient capacity for lighting the lights at the common areas and for operation of lifts and pump.
8. Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lifts and separate electric meter/s and meter room in the ground floor of the New Building.
9. Water pump with motor and with water supply pipes to overhead water tank and with distribution pipes there from connecting to different flats/units of the New Building.
10. Underground water reservoir for municipal/underground water with a pull on pumps installed thereat for the New Building.
11. Water waste and sewerage evacuation pipes from the Said Flat/Unit to drains and sewers common to the New Building and from the New Building to the municipal drain.

✓ Anasuya Samanta Borral
✓ Manoj Borral

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Common bathroom with W.C. and common toilets in ground floor of the New Building.

Room for darwan/security guard, caretaker's office in the ground floor of the New Building.

14. Boundary walls of the Said Property.

15. Games Room.

THE FOURTH SCHEDULE ABOVE REFERRED TO :

(COMMON EXPENSES)

1. **Maintenance:** All costs and expenses of maintaining repairing redecorating and renewing etc., of the main structure, gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the New Building and enjoyed or used by the Purchaser in common with other occupiers or serving more than one flat/unit and main entrance and exit gates, landings and staircases of the New Building and enjoyed by the Purchaser or used by him in common as aforesaid and the boundary walls, compounds etc. of the New Building. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the New Building so enjoyed or used by the Purchaser in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
2. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the common areas and installations (including lift, water pump with Motor, Generator etc.) and also the costs of repairing, renovating and replacing the same.
3. **Staff:** The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g., security, electrician, maintenance persons, caretaker, plumber, clerk, sweepers, lift man etc.) including their bonus and other emoluments and benefits.

✓ Anasuya Samant Borat -
✓ Manoj Borat⁵⁴

For Swanhousing & Infra Pvt. Ltd.

Yashward
Authorised Signatory

4. **Association:** Establishment and all other expenses of the Association and also similar expenses of the Developer/Seller or any agency looking after the common purposes, until handing over the same to the Association.
5. **Taxes:** Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the land (save those assessed separately in respect of any flat/unit).
6. **Insurance:** Insurance premium for insurance of the New Building and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
7. **Common Utilities:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
8. **Reserves:** Creation of funds for replacement of funds for replacement, renovation and/or other periodic expenses.
9. **Other:** All other expenses and/or outgoings including litigation expenses as are incurred by the Developer/Seller and/or the Association for the common purposes.

✓ Anasuya Samentha Boral
✓ Manoj Boral

For Swanhousing & Infra Pvt. Ltd.

Yashgand
Authorised Signatory

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(CONSIDERATION)

The Purchaser hereby agrees to pay the total consideration amount of **Rs. 12,65,125/-** (Rupees Twelve Lakhs Sixty Five Thousand One Hundred Twenty Five Only), out of which the Purchaser has/have already paid a sum of Rs.1,00,000/- (Rupees One Lakh Only) towards Earnest Money before signing of this Agreement. The Purchaser shall pay the said consideration amount to the Developer/Seller in the manner hereinafter appearing:

Serial No.	Particulars	Amount payable (Rs.)
1.	Earnest Money	1,00,000/-
2.	20% On Agreement / Allotment / Application / including Earnest Money	
3.	10% on Completion of Foundation	
4.	10% on Completion of 2 nd Floor Casting	
5.	10% on Completion of 3 rd Floor Casting	
6.	10% on Completion of 4 th Floor Casting	
7.	10% on Completion of 90% of Brickwork for the respective floor	
8.	7.50% on Completion of 90% of outside plastering	
9.	12.50% on Completion of 90% of Flooring	
10.	10% on Intimation of Possession	

✓ Anasuya Sament-Boral .
✓ Manoj Boral

For Swanhousing & Infra Pvt. Ltd

Yashwanth
Authorised Signatory

- Goods and Service Tax and other Taxes will be charged extra as applicable
- Additional Extra / Other Charges payable on possession.
- It shall be the obligation of the Purchaser to make payment of the amount which may become due and payable on account of Goods and Service Tax with payment of each installment.

The Purchaser shall be entitled to deduct amounts towards TDS, if applicable, for the payments to be made to the Developer/Seller and shall deposit the TDS amount so deducted with the Appropriate authority (as per the provisions of Section 194-IA of Income Tax Act, 1961) and shall also issue a Certificate to the Developer/Seller to that effect.

✓ Anasuya Samant Borral
✓ Manoj Borral

For Swanhousing & Infra Pvt. Ltd.

Yashwanth
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THE SIXTH SCHEDULE ABOVE REFERRED TO:

Specifications

Structure		Earthquake resistant RCC superstructure
Wall Finish	Internal Walls	Finished with POP
	External Walls	Weather shield paint and/or textured coating finish as per design of the architect
Flooring	Living/Dining/All Bedrooms	Vitrified Tiles
Kitchen	Flooring	Anti-Skid Ceramic Tiles
	Wall finish Counter	Ceramic tiles-Dado-up to 2 feet above working platform Granite counter with stainless steel sink
Toilets	Flooring	Anti-Skid Ceramic Tiles
	Wall Fittings	Ceramic tiles-Dado-up to 7 feet C.P. fittings and sanitary fittings of a reputed make
Windows		Aluminium window
Doors	Main doors	Decorative flush door
	All internal doors	Flush door
Electrical		Sufficient electrical points in living rooms and telephone socket provision Washing machine point Modular switches
DG Backup		Provided at extra cost
Elevators		Passenger lift for each tower

✓ Anasuya Samant Boral

✓ Manoj Boral

For Swanhousing & Infra Pvt. Ltd.

Yashwanth
Authorised Signatory

IN WITNESS WHEREOF the Parties hereto have hereunto and to a duplicate copy hereof set and subscribed their respective hands at the places and on the day, month and year mentioned under their respective signatures:

SIGNED AND EXECUTED BY THE OWNER

At **Kolkata** in the presence of

Ajay Chatterjee
97A, Southern Avenue,
Kolkata - 700029

- Cent Percent Value Realty Pvt. Ltd.
- Bagaria Vastu Pvt. Ltd.
- Emami Interiors Pvt. Ltd.
- Bergal Enterprises Pvt. Ltd.
- Bhreech Vastu Pvt. Ltd.
- Gograj S. Chatterjee & Co. LLP
- Swanhousing Properties Pvt. Ltd.
- Priya Cosmo Group Pvt. Ltd.
- Auro Vastu Pvt. Ltd.
- Auro Vastu Pvt. Ltd.
- Geni Constructions Pvt. Ltd.
- Begonia Interiors Pvt. Ltd.
- Fiddle Engineering Pvt. Ltd.
- Conellas Merchants Pvt. Ltd.
- Touchwin Tradetory Pvt. Ltd.
- Eveningstar Traders Pvt. Ltd.
- Eveningstar Vastu Pvt. Ltd.
- Acclaim Builders Pvt. Ltd.
- S.W.A.R.C. Pvt. Ltd.
- Sureshan Vastu Pvt. Ltd.
- Polpat Vastu Pvt. Ltd.
- New Age Builders Pvt. Ltd.
- Gateway Builders Pvt. Ltd.
- (Represented by Power of Attorney)

Vidya
Authorised Signatory

SIGNED AND EXECUTED BY THE DEVELOPER/SELLER

At **Kolkata** in the presence of

Vipul Lodhan
97A, Southern Avenue,
Kolkata - 700029

For Swanhousing & Infrastructure Pvt. Ltd.

Vidya
Authorised Signatory

SIGNED AND EXECUTED BY THE PURCHASERS

At **Kolkata** in the presence of

Ravi Singh
97A, Southern Avenue
Kolkata - 700029

✓ *Anasuya Samant Boral*
✓ *Manoj Boral*

MEMO OF CONSIDERATION

RECEIVED from the within named Purchaser, the within mentioned sum of **Rs. 2,89,287/-** (Rupees Two Lakhs Eighty Nine Thousand Two Hundred Eighty Seven Only) towards the Part Consideration of the said Property, described in the second schedule above, in the following manner:

Date	Mode	Bank & Branch	Amount (Rs.)
09-10-2018	Cheque No. 039604	Bank of India, Vivekanand College More Branch, Burdwan	1,00,000/-
15-12-2018	NEFT	Bank of India	1,89,287/-
Total			2,89,287/-

✓ Anasuya Samanta Borral.
✓ Manoj Borral

For Swan Housing & Infra Pvt Ltd

Authorised Signatory