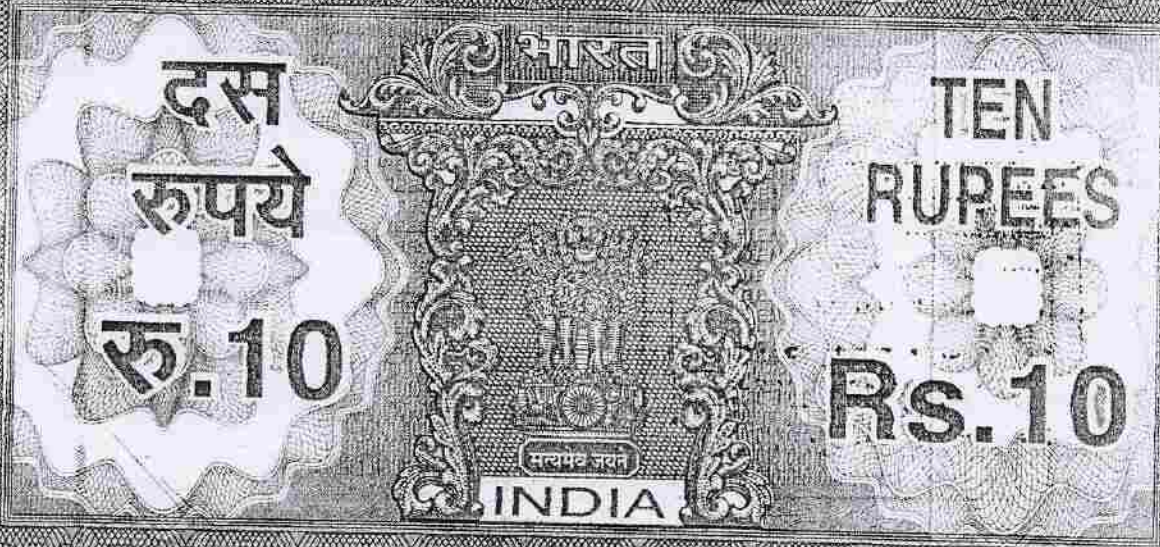


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भारतीय गैर न्यायिक



INDIA NON JUDICIAL

পশ্চিমবঙ্গ পূর্ববঙ্গ WEST BENGAL

01AB 688520

*Received  
Jan. 23/05/17  
For Axis Bank*

THIS INDENTURE

Made this the 25th day of JANUARY, 2017

Recording the mutually agreed

terms and conditions and the agreement arrived at

BETWEEN

SHIVMAHIMA DEVELOPERS PVT. LTD.

*[Signature]*

Director

*[Signature]*

Sangita Chaudhary

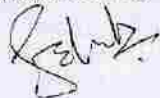
- (1) SHIV MAHIMA DEVELOPERS PRIVATE LIMITED, having its registered office at 15B, Armenian Street, Kolkata; and
- (2) TILAK RATAN REALTORS PRIVATE LIMITED, having its registered office at 15B, Armenian Street, Kolkata; and
- (3) BRIJDHARA PROPERTIES PRIVATE LIMITED, having its registered office at 15B, Armenian Street, Kolkata; and
- (4) MANGALDHAM REALESTATE PRIVATE LIMITED, having its registered office at 15B, Armenian Street, Kolkata; and
- (5) PANCHKOTI HEIGHTS PRIVATE LIMITED, having its registered office at 15B, Armenian Street, Kolkata;

hereinafter jointly called the "SELLER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successors in office, successors in interest, agents and assigns) of the ONE PART;

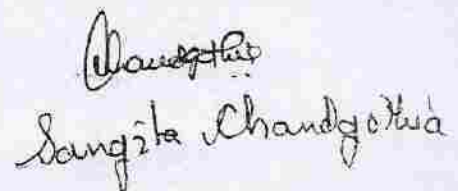
AND

(1) MR. MANOJ KUMAR CHANDGOTHIA son of Late Ratan Lal Chandgothia  
AND (2) MRS. SANGITA CHANDGOTHIA wife of Mr. Manoj Kumar Chandgothia both residing at 21/H, Gora Chand Road, Panchasheel-15, Beniapur, P.O. Park Circus, Kolkata- 700014, hereinafter jointly called the "BUYER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective legal heirs, successors, administrators, executors, agents and assigns) of the SECOND PART

SHIVMAHIMA DEVELOPERS PVT. LTD.



Director





WHEREAS:

1. One Munsif Mojahar Ali and Ahmed Ali were joint owners of land measuring about 1 Bigha 14 Cottahs 12 Square Feet be the same a little more or less together with structures standing therein comprised in Mouza Gobra, Dahi Panchannogram, P. S. Beniapur, Division IV, Sub Division 'O', Sub Registry Office Sealdah, District 24 Parganas.

2. Sometimes in the year 1919 the said Munshi Mojahar Ali and Ahmed Ali sold and transferred the said entire plot of land to one Tinkari De Sarkar and Nagendra Nath De Sarkar who upon becoming the owners thereof also applied for mutation and caused their names to be recorded in the office of the Collector, 24 Parganas.

3. By a Deed of Partition dated 29<sup>th</sup> March, 1932 made and executed by and between the said Tinkari De Sarkar and Nagendra Nath De Sarkar, various properties including the aforesaid land were partitioned and pursuant to such partition the said plot of land came to be exclusively allotted to Tinkari De Sarkar who became the sole and absolute owner thereof.

4. By a deed of sale dated 9<sup>th</sup> March, 1932 the said Tinkari De Sarkar sold and transferred the said plot of land to one Bata Krishna Das who upon such purchase became the absolute owner thereof and also applied for mutation and caused his name to be recorded with the concerned land and revenue authorities.

5. The said Bata Krishna Das during his life time transferred a portion of the said land to one of his sons Manmotho Das and retained the balance in his own name.

6. The said Bata Krishna Das, died intestate in the year 1939, leaving behind his two sons, they said Manmotho Das and one Gopi Nath Das as his only legal heirs and successors.


In a suit for partition being T. S. No. 42 of 1942 between the said two sons Manmotho Das and Gopi Nath Das, a compromise decree dated 21st December, 1942 came to be passed whereby and whereunder the said entire plots of land was demarcated and partitioned into two lots being Lots A & B

and a common passage measuring about 2 Cottahs 04 Chittacks and 12 Square Feet was carved out for access, use and enjoyment of the said two lots, one each of the said lots being allotted to the said two sons.

8. Subsequent thereto, the said Manmotho Das and Gopi Nath Das sold various portions of their respective allotments to one Prabhawati Dasi, one Sk. Sentu Sardar and one Panu Bhuiyan.
9. By a Bengali sale deed dated 22nd March, 1948 and registered at the office of the S. R. Sealdah in Book No. 1 Volume No. 20 at pages 158 to 163 Being No. 792 of 1948, the said Prabhawati Dasi wife of Lalit Mohan Kumar sold and transferred an area of 14 Cottahs 8 Chittacks forming part of Premises No. 25, Huges Road, Kolkata together with the proportionate share or interest common passage under the said compromise decree unto and in favour of one Bhagwan Chandra Khatick.
10. By another Bengali sale deed dated 23rd February, 1949 and registered at the office of the S. R. Sealdah in Book No. 1 Volume No. 2 Pages 1210 to 1215 Being No. 292 of 1949, the said Sk. Sentu Sardar sold and transferred an area of 10 Cottahs forming part of Premises No. 25, Huges Road, Kolkata together with the proportionate share or interest common passage under the said compromise decree unto and in favour of the said Bhagwan Chandra Khatick.
11. By another Bengali sale deed dated 23rd February, 1949 and registered at the office of the S. R. Sealdah in Book No. 1 Volume No. 10 Pages 74 to 77 Being No. 293 of 1949, the said Panu Bhuiyan sold and transferred an area of 02 Cottahs forming part of Premises No. 25, Huges Road, Kolkata together with the proportionate share or interest common passage under the said compromise decree unto and in favour of the said Bhagwan Chandra Khatick.
12. By another Bengali sale deed dated 5th march, 1953 and registered at the office of the S. R. Sealdah in Book No. 1 Volume No. 10 Pages 288 to 292 Being No. 546 of 1953, the said Manmotho Nath Das sold and transferred an area of 05 Cottahs forming part of Premises No. 25/1, Huges Road, Kolkata together with the proportionate share or interest common passage under the said compromise decree unto and in favour of the said Bhagwan Chandra Khatick.

SHIVMAHIMA DEVELOPERS PVT. LTD.

  
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13. Thus the said Bhagwan Chandra Khatick became the absolute owners of the entire plot of land measuring about 34 Cottahs 00 Chittack 12 Square Feet be the same a little more or less together with the structures standing thereon and also including the common passage so earmarked under the compromised decree dated 21st December, 1942.
14. The said Bhagwan Chandra Khatick died intestate on 20th February 1959 leaving behind surviving him 2 sons namely Murari Mohan Khatick, Madan Mohan Khatick, one daughter namely Phul Kumari Khatick and the heirs of his pre-deceased daughter Jay Laxmi Khatick who inherited his entire estate including the said property.
15. The said Murari Mohan Khatick had two wives namely Piyari Khatick and Saro Khatick. The said Murari Mohan Khatick died intestate on 31st July, 1984 leaving behind surviving, out of the wedlock of the first wife Piyari Khatick, since deceased his 2 (two) sons namely Ram Krishna Khatick and Bharat Khatick and 5 (five) daughters namely Sabitri Sonker, Deepa Sonker, Punam Sonker, Anusuya Khatick and Sunita Agarwal AND his second wife, the said Smt. Saro Khatick and from such wedlock 4 (four) sons and 6(six) daughters, namely, Satrugan Khatick, Durga Khatick, Shambhu Khatick, Guru Pado Khatick, Kamla Khatick, Uma Sonker, Usha Rana, Tara Sonker, Lakshmi Khatick and Lata Prasad.
16. The said Madan Mohan Khatick died intestate on 23rd March, 1992, leaving behind surviving him his wife Sita Khatick, 2 sons namely Amal Khatick and Gopal Khatick and 2 (two) daughters Saraswati Sonkar and Chaya Khatick and also the heirs of his predeceased son Kamal Khatick and Bimal Khatick. The said Kamal Khatick had died intestate on 3rd May, 2011, leaving behind surviving him his wife Mina Khatick and two sons Biswajit Khatick and Arjun Khatick. The said Bimal Khatick had died intestate on 2nd June, 2001 leaving behind surviving him his wife Rita Khatick and one daughter Supriya Khatick.
17. The said Phul Kumari Khatick died on 26th November, 2011 intestate leaving behind surviving her Rajen Khatick, Bijen Khatick, Subhash Khatick, Sanjay Khatick, Gouri Sonkar, Gayatri Khatick, Sima Khatick, the heirs of her predeceased son Ratank Khatick namely Savitri Khatick and Chandan Khatick

and also Kaushalya Das as also the heir of her predeceased daughter Sumitra Rana namely Purnima Hari.

18. The said Jay Laxmi Khatick had predeceased her father, the said Bhagwan Chandra Khatick on 9th April, 1968, intestate, and is survived by her only son, Gokul Khatick as her only legal heir, her husband late Nanda Kumar Khatick having died intestate on 31st January, 1998.
19. The aforesaid heirs of the Bhagwan Chandra Khatick, who inherited the said property, being 40 in number, by 5 several deeds of conveyances, all dated 10th May, 2013 and all registered as in the office of the DSR – III, Alipore, South 24 Parganas, all in Book No. I, having (a) CD Volume No. 9 at Pages 4059 to 4109 Being No. 04 566 of 2013; (b) CD Volume No. 9 at Pages 4008 to 4058 Being No. 04567 of 2013; (c) CD Volume No. 9 at Pages 4110 to 4160 Being No. 04 568 of 2013; (d) CD Volume No. 9 at Pages 3957 to 4007 Being No. 04569 of 2013; and (e) CD Volume No. 9 at Pages 4214 to 4264 Being No. 04597 of 2013; sold conveyed and transferred unto and in favor of the said Panchkoti Heights Pvt. Ltd., Tilak Ratan Realtors Pvt. Ltd., Brijdhara Properties Pvt. Ltd., Mangaldham Realestate Pvt. Ltd. And Shiv Mahima Developers Pvt. Ltd., respectively, being the Seller herein, the said property including the common passage so earmarked under the compromised decree dated 21<sup>st</sup> December, 1942 being ALL THAT the piece and parcel of land measuring out 34 Cottahs 00 Chittack 12 Square Feet be the same a little more or less together with the structures standing thereon and also
20. The Seller herein thereafter applied for and caused its name to be recorded and mutated in the records of the Kolkata Municipal Corporation as the owners of the said premises, which has since been amalgamated. The Kolkata Municipal Corporation vide its sanction plan No. 2014070216 dated 20.03.2015 sanctioned a building in respect of the said premises for construction of a residential complex at the said premises.
21. The Buyer being desirous of purchasing a residential flat which is described in the Second Schedule hereunder written, has approached the Seller and at the Buyer's request, the Seller has agreed to sell convey and transfer the said flat mentioned in the Second Schedule hereunder written to the Buyer for the

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consideration and on the terms and conditions which have been agreed to by and between the parties hereto and which are mentioned and recorded hereinafter.

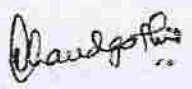

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:

**DEFINITIONS:**

1 The words, phrases and terms used in this agreement have and shall unless excluded by or repugnant to the subject or context have the meanings assigned to them herein below:

- (a) ARCHITECTS shall mean, ESPACE Architects of No. 35 A, Dr. Sarat Banerjee Road, Kolkata - 700029 or such other Architects as may be appointed by the Seller from time to time for the Building.
- (b) BUILDING shall mean the new residential building comprised in the project "ELYSIUM" to be constructed at the said premises containing several independent and self contained flats, car parking spaces and other constructed areas.
- (c) BUILT-UP AREA according to the context shall mean and include the plinth area of any Unit in the building (including the thickness of the external and internal walls thereof and columns therein PROVIDED THAT if any wall or column be common between two units, then one half of the area under such wall or column shall be included in the area of each such Unit).
- (d) COMMON AREAS AND INSTALLATIONS shall mean the common areas installations and facilities in and for the premises mentioned and specified in PART-I of the THIRD SCHEDULE hereunder written and expressed by the Seller for common use and enjoyment of the Co-owners BUT shall not include the roof top, car parking spaces, servants quarters and other open and covered spaces at the Premises and the



Building which the Seller may from time to time express or intend not to be so included in the common areas and installations.

- (e) COMMON EXPENSES shall mean and include all expenses for the maintenance management upkeep operation and administration of the premises and the building and in particular the Common Areas and Installations and rendition of common services in common to the co-owners and all other expenses for the common purposes (including those mentioned in the FOURTH SCHEDULE hereunder written) to be contributed and shared by the Co-owners.
- (f) COMMON PURPOSES shall mean and include the purposes of managing maintaining and upkeeping the building and the premises and in particular the Common Areas and Installations & Rendition of common services in common to the co-owners, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the Common Areas and Installations in common
- (g) COMPLEX MANAGEMENT AGREEMENT shall mean the proposed Agreement intended to be entered into between the Seller on the one hand and the Maintenance Company, upon its formation, on the other hand for maintenance management user and enjoyment of the said building and the premises and in particular the common areas and installations.
- (h) CO-OWNERS according to the context shall mean the persons who for the time being, own any Unit in the Building or have agreed to purchase the same and have taken possession thereof (including the Seller for those units and other constructed spaces not alienated by them and/or reserved and/or retained by them for their own exclusive use).
- (i) DATE OF COMMENCEMENT OF LIABILITY shall mean the date on which the Buyer takes actual physical possession of the said Unit after fulfilling all his liabilities and obligations in terms hereof OR the date of

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deemed possession upon expiry of the period specified in the notice the Seller to the Buyer to take possession of the said Unit irrespective of whether the Buyer takes actual physical possession of the said Unit or not, whichever be earlier.

- (j) LAWYERS shall mean Mr. Aditya Kanodia, Advocate, of No. 6, Old Post Office Street, 4th Floor, Kolkata appointed by the Seller for the project.
- (k) MAINTENANCE COMPANY shall mean any Company incorporated OR Society that may be formed by the Seller for the common purposes having such rules regulations byelaws and restrictions as be deemed proper and necessary by the Seller in its absolute discretion. MAINTENANCE COMPANY shall upon its formation and its taking over charge of the acts relating to the Common Purposes from the Seller shall mean the Maintenance Company and till such time the Maintenance Company is formed and takes over charge of the acts relating to the Common Purposes shall mean the Seller.
- (l) PARKING SPACES shall mean covered car parking spaces in the ground and basement floors of the Building at the premises and also the open car parking spaces in the open compound at the ground level of the premises as expressed or intended by the Seller at its sole discretion for parking of motor cars.
- (m) PLAN shall mean the sanctioned building plan No. 2014070216 dated 20.03.2015 for construction of the Buildings which has been sanctioned by the Kolkata Municipal Corporation and shall include sanctionable modifications thereof and/or alterations thereto as may be made from time to time by the Seller, prior to and/or after sanction of the plan.
- (n) PREMISES shall mean the land comprised in and situate at and being Municipal Premises Nos. 25, Dr. Ambedkar Sarani, Kolkata within P. S. Topsia under Ward No. 59 (previously Ward No. 61) of the Kolkata Municipal Corporation, containing an area of 34 (thirty four) Cottahs 00 (zero) Chittacks and 12 (twelve) square feet more or less more fully and particularly mentioned and described in the FIRST SCHEDULE

SALE DEED NO. 2015/100



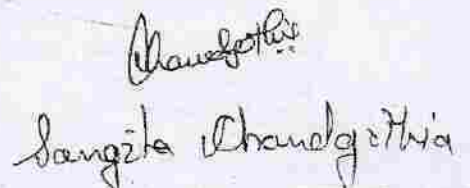
  
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hereunder written and wherever the context so permits shall include the building thereat.

- (o) PROJECT shall mean "ELYSIUM", comprising of building(s) containing both residential spaces along with the car parking spaces, servant's quarters, common areas and amenities, common spaces, other constructed and open areas, etc., to be constructed and comprised within the said Premises
- (p) PROPORTIONATE OR PROPORTIONATELY according to the subject or context shall mean the proportion in which the super built up area of any Unit may bear to the super built up area of all the Units in the said building PROVIDED THAT where it refers to the share of the co-owners in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be determined on the basis of the area rental income consideration or user thereof).
- (q) SAID SHARE IN THE SAID PREMISES shall mean proportionate undivided indivisible impartible variable share in the land comprised in the said premises attributable to the said unit agreed to be purchased hereunder by the Buyer.
- (r) SAID UNIT shall mean the unit defined hereinbefore comprised in the Building to be built at the said premises, more fully and particularly mentioned and described in the SECOND SCHEDULE written hereunder with fittings and fixtures to be provided therein by the Seller as mentioned in PART-II of the THIRD SCHEDULE hereunder written and wherever the context so permits shall include the Buyer's proportionate undivided share in the Common Areas and Installations as also in the land comprised in the said premises attributable to the said Flat and further wherever the context so permits shall include the right of parking one motor car in the Car Parking Space and the Servant

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Quarter(s) and the Terrace(s) and the Roof Top, if so specifically and expressly mentioned and described in the Second Schedule.

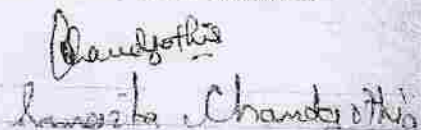
- (s) SUPER BUILT UP AREA according to the context shall mean and include the built up area defined hereinabove together with the proportionate area added thereto pertaining to the common areas, stairs cases with landings, lift cages, lift machine rooms, other installations, landings, lobbies, pathways, internal roads and passages, leading passages, service areas, community room, swimming pool, gymnasium, other amenities and facilities, etc. as may be practically included therein and as may be required to be so included therein.
- (t) UNITS shall mean the independent and self-contained residential flats and/or other constructed areas (capable of being independently and exclusively used and enjoyed) in the Building at the said premises and wherever the context so permits or intends shall include the Car Parking Space(s) and/or Servant Quarter(s) and/or Terrace(s) and/or Roof Top, if any, granted with the respective flat(s) and also the proportionate undivided share in the land comprised in the premises and in the common areas and installations, attributable thereto.
- (u) Words importing MASCULINE GENDER shall include the FEMININE GENDER and NEUTER GENDER. Similarly words importing FEMININE GENDER shall include MASCULINE GENDER and NEUTER GENDER; Likewise NEUTER GENDER shall include MASCULINE GENDER and FEMININE GENDER.
- (v) Words importing SINGULAR NUMBER shall include the PLURAL NUMBER and vice versa.

#### TITLE & PLANS:

The right title and interest of the Seller in respect of the said premises as hereinbefore recited has been examined by the Buyer to his satisfaction and the Buyer agrees and covenants not to raise any objection thereto or make any requisition in connection therewith. The Seller have obtained

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project finance from LIC Housing Finance Limited and is entitled to enter into this agreement with the Buyer in terms of such Project Finance.

The Buyer consents and confirms that the Seller shall be at liberty to have the said sanctioned plan further modified and/or altered and/or to add, alter and change the layout of the project/complex. The Buyer also consents to any further construction by the Seller above the existing roof and in such case; the ultimate roof shall be treated as the roof for the Buyer.

#### SALE OF PROPERTY AND CONSIDERATION:

The Seller has agreed to sell and the Buyer has agreed to purchase ALL THAT a Residential flat at the said Premises TOGETHER WITH proportionate undivided indivisible variable share in the Premises, which is more fully and particularly mentioned and described in the First Schedule hereunder written attributable and appurtenant to the said Flat TOGETHER WITH proportionate undivided indivisible variable share in the Common Areas and Installations which are more fully and particularly mentioned and described in PART-I of the Third Schedule hereunder written attributable to the said Flat AS ALSO TOGETHER WITH Car Parking Space and/or Servant Quarter and the Terrace(s) and/or the Roof Top, if any and if so specifically and expressly mentioned and described in the Second Schedule hereunder written (which are hereinafter collectively referred to as the said UNIT) and the Buyer has agreed to purchase the same at or for the consideration mentioned in Part - I of the Fourth Schedule hereunder written payable to the Seller in installments as mentioned in PART-II of the Fourth Schedule and on the terms and conditions herein recorded.

Time for payment of the consideration and all other amounts hereunder by the Buyer to the Seller shall be of essence to the contract.

For the purposes of convenience and better handling, the land owners being the Seller have nominated and appointed Shiv Mahima Developers Private Limited to receive all payments and consideration on behalf of all

SHIVMAHIMA DEVELOPERS PVT. LTD.

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the land owners and also authorised Shiv Mahima Developers Private Limited to issue valid discharge against all such receipts. Shiv Mahima Developers Private Limited has also been authorised to make all payments, issue all notices, deliver possession and take all necessary steps for implementation and performance of this agreement. Unless otherwise directed, the Buyer shall issue all cheques and other banking instruments and transfers in favour of the said Shiv Mahima Developers Private Limited

#### CONSTRUCTION OF THE SAID UNIT AND THE BUILDING:

7 Subject to Force Majeure and subject to the Buyer making payment of the consideration and other amounts within the due dates stipulated hereunder and complying with his other obligations herein contained, the Seller will construct and complete the construction of the said Unit within the period mentioned in Part - III of the Third Schedule hereunder written and shall install and complete the Common Areas and Installations in the said Building within a reasonable time thereafter. The said Unit will be provided with the fittings fixtures and amenities as specified in Part - II of the Third Schedule hereunder written.

8 The Buyer shall not in any manner cause any objection obstruction interference or interruption at any time hereafter in the construction or completion of construction of or in the building or other parts of the said premises (notwithstanding the delivery of possession of the said Unit to the Buyer in the meantime and notwithstanding there being temporary inconvenience in the use and enjoyment thereof by the Buyer) nor shall at any time hereafter do or omit to be done anything whereby the construction or development of the building or the said premises or the sale or transfer of the other Units in the building is 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 Buyer or because of any act or omission on the part of the Buyer, the Seller are restrained from construction of the

Building and/or transferring and disposing of the other units therein then and in that event without prejudice to such other rights the Seller may have, the Buyer shall be liable to compensate and also indemnify the Seller for all losses damages costs claims demands actions and proceedings that may be suffered or incurred by the Seller.

9. The Seller will construct the Building in accordance with the Plan as has been sanctioned with such permissible modifications thereof and/or alterations thereto as be deemed fit and proper by the Seller and shall erect and install the common areas and installations there at which the Buyer agrees to pay.

10. The Seller shall have the right to effect suitable alterations in the layout plan of the Unit as also of the complex as a whole, if and when found necessary or as per requirement of any statutory authority. Any change in super built up area by reason of such change shall result in appropriate change in consideration payable hereunder by the Buyer.

#### POSSESSION AND CONVEYANCE:

11. Upon constructing and completing the said Unit, the Seller shall give a notice thereof to the Buyer who shall within 15 days of such service pay the entire balance consideration, if any, and all other amounts and deposits payable by the Buyer to the Seller for sale of the said Unit and fulfill all his other obligations and covenants hereunder and complete the purchase and take possession of the said Unit. In case the buyer fails neglects or avoids to take possession in terms of the notice to be issued by the Seller, it shall be deemed at the expiry of 15 days from the service of said notice that possession has been delivered by the Seller to the buyer, and the date of commencement of liability shall thus be date of such deemed possession.

12. It has been expressly agreed that the said Unit shall be deemed to be fit for possession as soon as the same is completed internally with the fittings fixtures and amenities mentioned in Part - II of the Third Schedule

SHIVMAHIMA DEVELOPERS PVT LTD.

*Chandgola*  
*Sangita Chandgola*



hereunder written and the entrance ground floor lobby of the building is completed and at least one lift of the building is made operative and water drainage sewerage and electricity connections (temporary or permanent) are provided in or for the said Unit, it being clarified that it will not be necessary for the Seller to complete the Building or the Project in all manner and to install and make operative all the Common Areas and installations before the Seller giving such notice to the Buyer, which the Seller shall be entitled to do within a reasonable time thereafter.

10. In case upon completion of construction of the said Unit, the area thereof varies then the amounts payable hereunder by the Buyer to the Seller towards consideration money, deposits and/or otherwise (wherever such deposits and other amounts are payable on the basis of the area comprised in the said Unit) shall also vary at the rates specified herein and otherwise proportionately. It is expressly agreed that the Certificate of the Architect as regards the area of the said Unit shall be wholly conclusive and final and binding upon the parties hereto.

11. The Seller and the Buyer hereto shall execute the Conveyance in respect of the said Unit hereby agreed to be sold immediately after payment of the entire consideration and all other amounts payable hereunder by the Buyer to the Seller and delivery of possession of the said Unit by the Seller to the Buyer.

15. The Buyer's liabilities and obligations towards payment of Common Expenses, rates and taxes and other outgoings payable in respect of the said Unit as well as all or any consequence of default, non performance or delay in performance of all or any of the obligations and covenants as contemplated under the Heading "Management Maintenance and Common Enjoyment" hereunder shall be deemed to have commenced on and from the Date of Commencement of Liability irrespective of when the Buyer takes actual physical possession of the said Unit and with effect from the Date of Commencement of Liability i.e. date of actual possession or deemed possession (as mentioned and defined hereinafter) as the case may be, it shall be deemed that the Seller has complied with all its

obligations hereunder to the full satisfaction of the Buyer and the Buyer shall not be entitled thereafter to raise any dispute against or claim any amount from the Seller on any account whatsoever.

16. The conveyance and other documents of transfer to be executed in pursuance hereof shall be in such form and shall contain such covenants exceptions restrictions etc., as be drawn by the Lawyers and the Buyer shall execute the same without raising any objection Provided That the Buyer shall be entitled to seek reasonable clarifications thereon.

17. The Buyer shall be obliged to obtain registered conveyance within 3 (three) months from the date of possession / deemed possession failing which the Buyer shall be liable to make payment of a sum of Rs. 20 per square feet per month or part thereof, to the Seller, on account of administrative expenses.

#### ALIENATION:

18. The Buyer, even before taking actual physical possession of the said Unit or grant of conveyance in terms hereof, shall be at liberty to deal with, encumber, let out, transfer or alienate the said Unit or the rights of the Buyer hereunder subject to –

- (i) the Buyer obtaining prior consent of the Seller in writing;
- (ii) making payment of the entirety of all amounts payable hereunder to the Seller; and
- (iii) not in any manner being in default in observance of his obligations hereunder;
- (iv) shall not join the Seller as a party to such nomination agreement;

But Subject Nevertheless To the following terms and conditions:

- (a) the Lawyers shall draw up such nomination agreement and the Seller shall necessarily be required to be a party to any agreement made by the Buyer for nomination transfer letting out or alienation as aforesaid;