

10.8.4 It is expressly agreed that only the residents who are permanently residing in any of the Flats in the Said Complex shall be entitled to the use of the Residents' Club. However, subject to compliance with the Club Rules, guests may be permitted to use the Club if accompanied by a member and subject to such conditions and payment of such guest charges as may be fixed or revised from time to time.

10.8.5 The rights of use as also the obligations of the Buyer as a member of the Residents' Club shall be governed by the Club Rules and the Buyer agrees, undertakes and covenants to abide by the Club Rules and to make payment of Club Charge and other expenses as may be fixed and/or revised from time to time as per the Club Rules.

11. Covenants

11.1 **Buyer's Covenants:** The Buyer covenants with Ideal (which expression includes the Association in all Sub-Clauses of Clause 11, wherever applicable) and admits and accepts that:

11.1.1 **Buyer Aware of and Satisfied with Common Portions and Specifications:** The Buyer, upon full satisfaction and with complete knowledge of the Common Portions, Specifications, the matters mentioned in Clause 6.1.3 and all other ancillary matters, is entering into this Agreement. The Buyer has examined and is acquainted with the Said Block/Said Complex and has agreed that the Buyer shall neither have nor shall claim any right over any portion of the Said Block/Said Complex save and except the Said Flat And Appurtenances.

11.1.2 **Buyer to Mutate and Pay Rates & Taxes:** The Buyer shall (1) pay all fees and charges and cause mutation in the name of the Buyer in the records of Bidhannagar Municipality and the Office of the BL&LRO, within 30 (thirty) days from the date of registration of the Deed of Conveyance of the Said Flat And Appurtenances (Date Of Conveyance) and (2) pay the Rates & Taxes (proportionately for the Said Property and/or the Said Block and/or the Said Complex and wholly for the Said Flat And Appurtenances from the Date Of Possession Notice and until the Said Flat And Appurtenances is separately mutated and assessed in favour of the Buyer), on the basis of the bills to be raised by Ideal/Facility Manager/Association (upon formation)/ Bidhannagar Municipality, such bills being conclusive proof of the liability of the Buyer in respect thereof. The Buyer further admits and accepts that the Buyer shall not claim any deduction or abatement in the aforesaid bills.

11.1.3 **Buyer to Pay Maintenance Charge:** Subject to the provisions of Clause 8.3.2(c) above, the Buyer shall pay Maintenance Charge on the basis of the bills to be raised by Ideal/ Facility Manager/ Association (upon formation), such bills being conclusive proof of the liability of the Buyer in respect thereof. The Buyer further admits and accepts that (1) the Buyer shall not claim any deduction or abatement in the bills relating to Maintenance Charge and (2) the Maintenance Charge shall be subject to variation from time to time, at the sole discretion of Ideal/ Facility Manager/ Association (upon formation).

11.1.4 **Buyer to Pay Interest for Delay and/or Default:** The Buyer shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by Ideal/Facility Manager/Association (upon formation), within the prescribed due date, failing which the Buyer shall pay interest @ 2% (two percent) per month or part thereof (compoundable monthly), for the period of delay, computed from the date the payment became due till the date of payment, to Ideal/Facility Manager/Association (upon formation), as the case may be. The Buyer also admits and accepts that in the event such bills remain outstanding for more than 2 (two) months, all common services, facilities and utilities shall be discontinued to the Buyer and the Buyer shall be disallowed from using the Common Portions including water supply, electricity, user of lift etc.

11.1.5 **Ideal's Charge/Lien:** Ideal shall have first charge and/or lien over the Said Flat And Appurtenances for all amounts due and payable by the Buyer to Ideal provided however if the Said Flat And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of

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Ideal shall be extinguished in favour of the financial institution provided all dues payable to Ideal are cleared by the Buyer and/or the financial institution.

- 11.1.6 No Obstruction by Buyer to Further Construction:** Ideal shall be entitled to construct additional/further floors on and above the top roof of the Said Block and/or make other constructions elsewhere on the Said Property/Said Complex and shall at its absolute discretion be entitled to make from time to time additions or alterations to or in the said Complex and/or the Common Portions and shall be entitled to deal with and dispose of all of the above in any manner whatsoever and the Buyer shall not have any right whatsoever in the additional/further constructions and the Buyer agrees and covenants not to obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Buyer due to and arising out of the said construction/developmental activity. The Buyer also admits and accepts that Ideal and/or employees and/or agents and/or contractors of Ideal shall be entitled to use and utilize the Common Portions for movement of building materials and for other purposes and the Buyer shall not raise any objection in any manner whatsoever with regard thereto. If any act or omission of the Buyer results in any interruption, interference, hindrance, obstruction, impediment or delay in the Project or the construction of the said Complex or any portion thereof including further constructions, additions and/or alterations from time to time and/or in the transfer, sale or disposal of any Flat or portion of the said Complex, then in that event the Buyer shall also be liable to pay to Ideal compensation and/or damages that may be quantified by Ideal.
- 11.1.7 No Rights of or Obstruction by Buyer:** All open and covered areas in the Said Property proposed to be used for open car parking spaces do not form part of the Common Portions within the meaning of this Agreement and Ideal shall have absolute right to sell, transfer and/or otherwise deal with and dispose off the same or any part thereof. The Buyer confirms that he has agreed to purchase the said Flat And Appurtenances with full knowledge that he would have no right, title, interest, claim or entitlement whatsoever in respect of Private Gardens attached and/or appurtenant to some of the other Flats which shall be exclusively owned and used by the respective Transferees of those other Flats and occupants thereof.
- 11.1.8 Variable Nature of Land Share and Share In Common Portions:** The Buyer fully comprehends and accepts that **(1)** the Land Share shall be the proportion which the built-up area of the Said Flat bears to the total built-up area of all the Flats in the Said Complex **(2)** if the area of the Said Block/Said Complex is recomputed by Ideal, then and in such event, the Land Share and the Share In Common Portions shall vary accordingly and proportionately and the Buyer shall not question any variation (including diminution) therein **(3)** the Buyer shall not be entitled to and covenants not to demand any refund out of the Total Price paid by the Buyer on the ground of or by reason of any variation of the Land Share and the Share In Common Portions **(4)** the Land Share and Share In Common Portions are not divisible and partible and **(5)** the Buyer shall accept (without demur) the proportionate share with regard to various matters, as be determined by Ideal, in its absolute discretion.
- 11.1.9 Buyer to Participate in Formation of Association:** Subject to the provisions of Clause 8.3.1 (f) above, the Buyer admits and accepts that the Buyer shall join the Association and become a member thereof with voting rights. In this regard, the Buyer shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required by Ideal. Notwithstanding formation of the Association, the Facility Manager may look after the maintenance of the Common Portions. Each Transferee will be entitled to cast one vote irrespective of the size of his/her/its Flat.
- 11.1.10 Obligations of Buyer:** In addition to the obligations of the Buyer mentioned elsewhere in this Agreement, the Buyer shall:
- (a) **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Block, the Said Complex and the Common Portions by Ideal/Facility Manager/ Association (upon formation), as applicable.

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Siddhant Anil
Aditi Mitha

- (b) **Observing Rules:** observe the rules, restrictions and bye-laws framed from time to time by Ideal/Facility Manager/Association (upon formation) for the beneficial common enjoyment of the Said Block, the Said Complex and the Common Portions as also the Club Rules.
- (c) **Paying Charges for Electricity & Other Utilities:** make timely payment for electricity and other utilities consumed in or relating to the Said Flat And Appurtenances from the Date Of Possession.
- (d) **Meter and Cabling:** be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Flat only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to Ideal or to other Transferees. The main electric meter shall be installed only at the common meter space. The Buyer shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Block, the Said Complex, the Said Property and outside walls of the Said Block save in the manner indicated by Ideal/Facility Manager/Association (upon formation).
- (e) **Residential Use:** use the Said Flat for residential purpose only. Under no circumstances shall the Buyer use or allow the Said Flat to be used for commercial, industrial or other non-residential purposes. The Buyer shall also not use or allow the Said Flat to be used as a religious establishment, hotel, guesthouse, serviced apartment, mess, chummary, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.
- (f) **Maintenance of Said Flat:** repair, clean and maintain water, light, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass panes etc. inside the Said Flat, at the cost of the Buyer.
- (g) **Use of Common Toilets:** ensure that the domestic help/service providers visiting the Said Flat use only the common toilets and while so using, keep the common toilets clean and dry.
- (h) **Use of Spittoons/Dustbins:** use the spittoons/dustbins located at various places in the Said Complex.
- (i) **No Alteration:** not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Flat and the Said Block and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Flat.
- (j) **No Structural Alteration and Prohibited Installations:** not alter, modify or in any manner change the structure or any civil construction in the Said Flat And Appurtenances, the Said Block and/or the Said Complex and in particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and/or columns passing through the said Flat or the Common Portions for the purpose of fixing, changing or repairing the concealed wiring or pipelines or otherwise. The Buyer shall not install any dish-antenna on the balcony and/or windows of the Said Block and/or on any external part of the Said Block and/or the roof thereof. In the event Ideal and/or the Association and/or the Sanctioning Authority comes to know of any change made by the Buyer then Ideal and/or the Association and/or the Sanctioning Authority shall be entitled to demolish the changes and restore the Said Flat at the cost of the Buyer. In the event any change is made by the Buyer after the Date Of Conveyance, then also Ideal and/or the Association and/or the Sanctioning Authority shall be entitled to demolish the changes and restore the Said Flat to its original position at the cost of the Buyer. The Buyer shall be liable to make payment of the aforesaid cost without raising any objection as liability for payment of the same has arisen due to default of the Buyer.
- (k) **No Air Conditioning Without Permission:** not install any type of air-conditioners (window or split) in the Said Flat and /or any part of the Said Block since air conditioning is being done by Ideal in respect of the Said Flat provided however that the Buyer shall be responsible at the buyers own costs for maintenance, repairs and replacement of the air conditioning equipment provided by Ideal.

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Aditi Mishra

- (l) **No Collapsible Gate:** not install any collapsible gate on the main door/entrance of the Said Flat.
- (m) **No Sub-Division:** not sub-divide the Said Flat And Appurtenances and the Common Portions, under any circumstance.
- (n) **No Changing Name:** not change/alter/modify the names of the Said Block and the Said Complex from that mentioned in this Agreement.
- (o) **No Nuisance and Disturbance:** not use the Said Flat or the Common Portions or the Parking Space, if any or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Complex and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of others.
- (p) **No Storage:** not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions.
- (q) **No Obstruction to Ideal/Facility Manager /Association:** not obstruct Ideal/Facility Manager/ Association (upon formation) in their acts relating to the Common Portions and not obstruct Ideal in constructing on other portions of the Said Block/Said Complex/Said Property and/or selling or granting rights to any person on any part of the Said Block/Said Complex/Said Property.
- (r) **No Obstruction of Common Portions:** not obstruct the pathways and passages of the Common Portions or use the same for any purpose other than for ingress to and egress from the Said Flat and the Parking Space, if any.
- (s) **No Violating Rules:** not violate any of the rules and/or regulations laid down by Ideal/Facility Manager/Association (upon formation) for the use of the Common Portions as also the Club Rules
- (t) **No Throwing Refuse:** not throw or accumulate or cause to be thrown or accumulated any dust rubbish or other refuse in the Common Portions **save** at the places indicated therefor.
- (u) **No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Flat, the Parking Space, if any, the Said Block, the Common Portions, the Said Complex and the Said Property, including but not limited to acts of vandalism, putting up posters and graffiti etc.
- (v) **No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious hazardous or dangerous articles in the Said Flat, the Parking Space, if any, the Common Portions, the Said Block, the Said Complex and/or the Said Property.
- (w) **No Signage:** not put up or affix any sign board, name plate or other things or other similar article in the Common Portions or outside walls of the Said Flat/Said Block/Said Complex **save** at the place or places provided therefor **provided that** this shall not prevent the Buyer from displaying standardized name plate outside the main door of the Said Flat.
- (x) **No Floor Damage:** not keep any heavy articles or things that are likely to damage the floors install and operate any machine or equipment **save** usual home appliances.
- (y) **No Installing Generator:** not install or keep or run any generator in the Said Flat and the Parking Space, if any.
- (z) **No Misuse of Water:** not misuse or permit to be misused the water supply to the Said Flat.
- (aa) **No Damage to Common Portions:** not damage the Common Portions in any manner and if such damage is caused by the Buyer or the family members, invitees, servants, agents or employees of the Buyer, the Buyer shall compensate for the same.

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Aditi Mike

- (ab) **No Hanging Clothes:** not hang or cause to be hung clothes from the balconies of the Said Flat.
- (ac) **No Smoking in Public Places:** not smoke in public places of the Said Complex and the Buyer and his/her/its guests shall not throw empty cigarette cartons, cigarette butts and matchboxes in open spaces but shall dispose them off in dustbins after ensuring that the fire is fully smothered/ extinguished.
- (ad) **No Plucking Flowers:** not pluck flowers or stems from the gardens.
- (ae) **No Littering:** not throw or allow to be thrown litter in the Common Portions of the Said Block/Said Complex.
- (af) **No Trespassing:** not trespass or allow trespass over lawns and green plants within the Said Complex.
- (ag) **No Overloading Lifts:** not overload the passenger lifts and move goods only through the staircase of the Said Block.
- (ah) **No Use of Lifts in Case of Fire:** not use the lifts in case of fire.
- (ai) **No Covering of Common Portions:** not cover the Common Portions, fire exits and balconies/ terraces (if any) of the Said Flat.
- (aj) **Pay Service Tax, etc.:** to make payment of applicable Service Tax that maybe payable in respect of all amounts to be paid by the Buyer to Ideal, the Facility Manager and/or Association in terms of this Agreement as also to pay all other taxes payable by the Buyer in terms of this Agreement.

11.1.11 Notification Regarding Letting/Transfer: If the Buyer lets out or transfers the Said Flat And Appurtenances, the Buyer shall immediately notify Ideal/Facility Manager/Association (upon formation) of the tenant's/transferee's address and telephone number.

11.1.12 No Right in Other Areas: The Buyer shall not have any right title, interest, claim or entitlement whatsoever over or in respect of the Said Property/Said Block/Said Complex save and except the said Flat and Appurtenances and the Buyer shall not raise any dispute or make any claim with regard to Ideal either constructing or not constructing on the said other portions of the Said Property/ Said Complex.

1.1.13 Roof Rights: The user right of the ultimate top roof of any Block shall remain common to all Transferees of the Said Block (**Common Roof**) and all common installations such as water tank and lift machine room shall be situated in such Common Roof. Ideal shall always have the right of further construction on the entirety of the top roof and the Buyer specifically agrees not to do any act that prevents or hinders such construction. After such construction on the top roof, the roof above such construction shall become the Common Roof for common use of all Transferees of the Said Block. Ideal is entitled to shift any part of the Common Portions (including common installations like lift machine room and the water tank) to such top/ultimate roof upon further construction and also to make available the Common Portions and all utility connections and facilities to the additional/ further constructions.

1.1.14 Loans for the Project: The Owners and/or Ideal shall be entitled to take loans and/or financial assistance for the purpose of implementation and execution of the Project. For obtaining such loans and/or financial assistance from Banks/Financial Institutions/Housing Finance Companies or corporate bodies, the Vendor shall be entitled to create charge and/or mortgage in respect of the Said Property/Said Complex in their favour. However, on or before the execution of the Deed of Conveyance in respect of the Said Flat And Appurtenances, a release/no objection/ clearance shall be obtained by the Owners and/or Ideal from such concerned Banks/Financial Institutions/Housing Finance Companies or corporate bodies, if any, regarding transfer of the Said Flat And Appurtenances.

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Aditi Dikha

11.1.15 Indemnity: The Buyer shall keep the Owners, Ideal and the Association indemnified of from and against all actions, proceedings, damages, claims, demands, costs, charges, expenses and proceedings made against or suffered by the Owners, Ideal and/or the Association relating to the Said Property/Said Block/Said Complex or any part thereof or to any person due to any negligence or any act, deed, thing or omission made done or occasioned by the Buyer, or the servants, agents, licensees, invitees or visitors of the Buyer and/or any breach or non-observance by the Buyer of the Buyer's covenants and/or any of the terms herein contained.

11.2 Owner's And Ideal's Covenants: The Owners and Ideal covenant with the Buyer and admit and accept that:

11.2.1 No Creation of Encumbrance: During the subsistence of this Agreement, the Owners and Ideal shall not (subject to Clause 11.1.14), create any charge, mortgage, lien and/or shall not sell, transfer, convey and/or enter into any agreement with any person other than the Buyer in respect of the Said Flat And Appurtenances, subject to the Buyer fulfilling all terms, conditions and obligations under this Agreement.

11.2.2 Documentation for Loan: Ideal shall provide to the Buyer all available documents so that the Buyer may get loan from banks and financial institutions, if required by the Buyer.

2. Termination and its Effect

2.1 Non-payment by Buyer: In the event the Buyer (1) delays and/or fails to make timely payment of any part or portion of the Total Price in the manner described in **Part II of 6th Schedule** below or the Extras or any other charges payable under this Agreement (**Financial Default**) or (2) fails to perform any of the obligations required to be performed by the Buyer under this Agreement (**Contractual Default**), then and in such event, Ideal shall, at its sole discretion, have the absolute right to cancel this Agreement and refund the amount received from the Buyer in either of the manners mentioned below. However, without prejudice to such right of Ideal to cancel this Agreement for Financial Default, Ideal may condone the delay, conditional upon the Buyer paying interest @ 12% (twelve percent) per annum for the period of delay (computed from the date the payment/s become due till the date of payment) on all amounts due and outstanding. However, such right of condonation is exclusively vested in Ideal and Ideal shall have absolute liberty to cancel or not to cancel this Agreement and the Buyer shall not be entitled to claim condonation as a matter of right. If Ideal decides to cancel this Agreement, then and in such event, Ideal shall refund to the Buyer, at Ideal's option, in either of the following manner:

1.1 Refund Within 45 days of Date Of Cancellation: Ideal may refund to the Buyer within 45 (forty five) days from the date of such cancellation by Ideal (**Date Of Cancellation**), the balance of all payments received from the Buyer towards the Total Price till the Date Of Cancellation (without any interest) after deducting 10% (ten percent) of the Total Price and also deducting all accrued interest @ 12% (twelve per cent) per annum for the period of delay till the Date Of Cancellation; or

1.2 Refund on Resale: Ideal may sell the Said Flat And Appurtenances to a new buyer (**New Buyer**), at the risk and cost of the Buyer, at the then prevailing price (**New Total Price**), which may be higher or lower than the Total Price.

Sale at Price Higher than Total Price: In the event the New Total Price is higher than the Total Price, then Ideal shall refund to the Buyer the balance of the amount received from the Buyer after deduction of (1) 10% (ten percent) of the Total Price (2) accrued interest @ 12% (twelve percent) per annum for the period of delay till the Date Of Cancellation and (3) cost, if any, incurred for such sale to the New Buyer **provided however** if there is any surplus after the aforesaid deductions, the entirety of such surplus shall be refunded by Ideal to the Buyer.

Sale at Price Lower than Total Price: In the event the New Total Price is lower than the Total Price, then Ideal shall refund to the Buyer the balance of the amount received from the Buyer after deduction of (1) 10% (ten percent) of the Total Price (2) accrued interest @ 12% (twelve percent)

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per annum for the period of delay till the Date Of Cancellation and (3) the difference between the Total Price and New Total Price and (3) cost, if any, incurred for such sale to the New Buyer.

12.2 Cancellation by Buyer: In case the Buyer cancels this Agreement on any ground whatsoever (except breach of Owners' And Ideal's Covenants), Ideal shall refund to the Buyer, at Ideal's option, in either of the manners mentioned in Clauses 12.1.1 or 12.1.2 (a) and (b) above.

12.3 Breach by Owners and Ideal: Without prejudice to the provisions of Clause 9.5 above, in the event the Owners and/or Ideal fail and/or neglect to deliver possession of the Said Flat And Appurtenances within the Completion Date [which may include the Extended Period or the period required beyond the Extended Period due to Circumstances Of Force Majeure (defined in Clause 16.1 below) and other circumstances mentioned in Clause 9.5 above], this Agreement shall, at the option of the Buyer, be cancelled/terminated, upon which Ideal shall refund to the Buyer all payments received till that date, with interest calculated @ 12%(twelve percent) per annum. If however the Buyer does not exercise the option to cancel/terminate within 3 months of expiry of the Extended Period or the period required beyond the Extended Period due to Circumstances Of Force Majeure (defined in Clause 16.1 below) and other circumstances mentioned in Clause 9.5 above, then it shall be deemed that the Buyer has voluntarily opted not to cancel/terminate the Agreement recorded herein but to continue with transaction and in such event no interest or compensation shall be payable by the Owners and Ideal for any delay caused.

12.4 Effect: Upon cancellation of this Agreement due to any of the circumstances mentioned in Clauses 12.1, 12.2 and 12.3 above, the Buyer shall not be entitled to claim any right, title, interest or charge (either equitable or otherwise) over and in respect of the Said Flat And Appurtenances and/or the Said Block and/or the Said Complex and/or the Said Property or any part or portion thereof, in any manner whatsoever and the Owners and Ideal shall be free to deal with and dispose of the Said Flat And Appurtenances in any manner whatsoever to any person or entity. The effect of such termination shall be binding and conclusive on the Parties.

13. Taxes

13.1 Obligation Regarding Taxes: In the event of the Owner and/or Ideal being made liable for payment of any tax (excepting Income Tax), fee, duty, levy or any other liability under any statute or law for the time being in force or enforced in future (such as Service Tax, Works Contract Tax, Value Added Tax or any other tax, fee and imposition levied by the State Government, Central Government or any other authority or body) or if the Owner and/or Ideal are advised by their consultant that the Owner and/or Ideal are liable or shall be made liable for payment of any such tax, fee, duty, levy or other liability on account of the Owner and/or Ideal having agreed to perform the obligations under this Agreement or having entered into this Agreement, then and in that event, the Buyer shall be liable to pay all such tax, fee, duty, levy or other liability and hereby indemnifies and agrees to keep the Owner and Ideal indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. The taxes, fees, duties, levies or other liabilities so imposed or estimated by the Owner's and/or Ideal's consultant shall be paid by the Buyer at or before the Date of Possession.

14. Defects

14.1 Decision of Architect Final: If any work in the Said Flat And Appurtenances is claimed to be defective by the Buyer within a period of 12 (twelve) months from the Date Of Possession Notice, the matter shall be referred to the Architect and the decision of the Architect shall be final and binding on the Parties. If directed by the Architect, Ideal shall, at its own costs, remove the defects and thereafter Ideal shall not have any liability and/or responsibility. This will however not entitle the Buyer to refuse to take possession of the Said Flat and if the Buyer does so, the provisions regarding deemed possession as contained in Clause 9.6.2 above shall apply and all consequences mentioned therein shall follow. In the context of this Clause, defects shall mean defect in construction only and not defect in bought-out items such as electrical fittings, sanitary fittings, hardware fittings etc.

Signature of Adish Mita
Adish Mita

14.2 Use of Natural Materials: Natural materials like marble, granite, wood, sandstone etc. contain grains with inherent structural differences as a result whereof colour and marking caused by their material mineral complex composition, cracks, inherent impurities etc. are likely to occur. While Ideal shall take every care to ensure construction and completion of the Said Flat as per Specifications mentioned herein, Ideal shall not be responsible for cracks, discolouring or deterioration in the quality of such natural materials.

15. Association and Rules

15.1 Rules of Use: The Said Flat And Appurtenances shall be owned by the Buyer subject to such rules and regulations as may be made applicable by the Association (upon formation) from time to time. It is clarified that the rules and regulations of the Association shall not be inconsistent and/or contrary to the provisions and/or covenants contained herein and/or in the Deed of Conveyance which provisions and covenants shall, in any event, prevail and have an overriding effect.

15.2 Restrictions: The Buyer agrees that the Buyer shall use the Said Flat And Appurtenances subject to all restrictions as may be imposed by Ideal or the Association (upon formation) and that Buyer shall use and enjoy the Said Flat And Appurtenances without committing any breach, default or creating any hindrance relating to the rights of any other Transferee and/or the Owners and/or Ideal.

15.3 Handover: From the date of handing over of maintenance to the Facility Manager/Association:

(a) Ideal shall not have any responsibility whatsoever regarding the Common Portions / the said Block/ the said Property/ the said Complex

(b) Ideal shall not have any responsibility whatsoever regarding any maintenance, security, safety or operations including relating to fire fighting equipment and fire safety measures, lift operations, generator operations, electrical equipment, installations, meters and connection, etc and/or for any statutory compliances, permissions and licenses regarding the Common Portions / the said Block/ the said Property/ the said Complex and/or any equipment installed and/or required to be installed therein. The same shall be the exclusive responsibility of the Transferees including the Buyer and/or the Association who shall also ensure continuous compliance with all statutory rules, regulations and norms including in particular relating to fire fighting and safety, lift and generator operations, etc. and obtaining and/or renewing all necessary permissions and licenses.

(c) The Transferees including the Buyer and/or the Association shall take steps and get transferred all necessary permissions and licenses in their names including lift license, generator license, fire licence, etc. and the Owners and Ideal shall sign necessary papers upon being requested in writing.

(d) In case of any default or negligence and/or in the event of any accident taking place subsequent to the date of handing over of maintenance, Ideal and/or its directors, employees or agents shall not have any liability, obligation or responsibility whatsoever under any circumstance.

It is expressly agreed and understood by the parties that the Owners have nothing to do with the development and/or providing of Common Portions and as such at no time, whether before or after the date of handing over of maintenance to the Facility Manager/Association, the Owners or any of them or any of their directors, employees or agents shall have any liability, obligation or responsibility whatsoever under any circumstances in respect of any of the matters mentioned in this Sub-Clause.

16. Force Majeure

16.1 Circumstances Of Force Majeure: Ideal shall not be held responsible for any consequences or liabilities under this Agreement if Ideal is prevented in meeting the obligations under this Agreement

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Siddhanta Mitra
Anita Mitra

by reason of contingencies caused by unforeseen occurrences not attributable to any of the Parties, such as (1) acts of God (2) acts of nature (3) acts of war (4) fire (5) insurrection (6) terrorist action (7) civil unrest (8) civil wars, (9) lock outs, (10) general strikes (11) riots (12) non availability of workers and employees (13) strike by material suppliers, transporters, contractors, reduced availability of building materials (14) delay on account of receiving statutory permissions (15) delay in the grant of electricity, water, sewerage and drainage connection or any other permission or sanction by the Government or any statutory authority (16) any notice, order of injunction, litigation, attachments, etc. and (17) any rule or notification of the Government or any other public authority or any act of Government such as change in legislation or enactment of new law, restrictive Governmental laws or regulations (18) acquisitions and/or requisitions (19) any reasons/ circumstances beyond the control of Ideal (collectively **Circumstances Of Force Majeure**).

16.2 **No Default:** Ideal shall not be deemed to have defaulted in the performance of Ideal's contractual obligations whilst the performance thereof is prevented by Circumstances Of Force Majeure and the time limits laid down in this Agreement for the performance of obligations shall be extended accordingly upon occurrence of any event constituting Circumstances Of Force Majeure.

17. **Miscellaneous**

17.1 **Indian Law:** This Agreement shall be subject to Indian Laws.

17.2 **One Transaction:** This Agreement relates to the transaction recorded and contemplated herein and no other transaction.

17.3 **Confidentiality and Non-Disclosure:** The Parties shall keep confidential all non-public information and/or documents concerning the transaction recorded herein, unless compelled to disclose such information and/or documents by judicial or administrative process.

17.4 **Partial Invalidity:** If any provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. When any provision is so held to be invalid, illegal or unenforceable, the Parties hereto undertake to use their best efforts to reach a mutually acceptable alternative to give effect to such provision in a manner that is not invalid, illegal or unenforceable. In the event any of the terms and conditions of this Agreement are set-aside or declared unreasonable by any Court of Law or if the Parties take the plea of frustration of contract, the entire Agreement shall not be void and shall continue to subsist to the extent of the remaining terms and conditions and bind the Parties.

17.5 **No Claim of Un-Enforceability:** This Agreement is being entered into by the Parties out of free will and without any duress or coercion. Hence, none of the Parties shall have the right to claim un-enforceability of this Agreement.

17.6 **Nomination by Buyer with Consent:** Before the execution and registration of the Deed of Conveyance of the Said Flat And Appurtenances, the Buyer will be entitled to nominate, assign and/or transfer the Buyer's right, title, interest and obligations under this Agreement **subject to** the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement **and subject also to** the following conditions precedent:

(a) **Buyer to Make Due Payments:** The Buyer shall make payment of all dues, including any interest for delay, to Ideal in terms of this Agreement, up to the time of nomination.

(b) **Compliance with Buyer's Obligations:** There is no default whatsoever by the Buyer in compliance with and/or performance of any of the Buyer's covenants, undertakings and obligations under this Agreement or otherwise and in case of any default the same is rectified remedied by the Buyer to the satisfaction of Ideal prior to the nomination.

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Siddhartha Debra
Aditi Mitra