

Buyer's Covenants and the Owners and the Developer's Covenants shall be strictly performed by the Buyer and the Owners and the Developer, respectively.

- 6.1.7 **Common Portions Subject to Change:** The mutual agreement and acceptance by and between the Parties that although the Common Portions are described in the 3<sup>rd</sup> Schedule below, the said description is only indicative and is not intended to bind the Owners and the Developer in any manner. The Developer shall, in the absolute discretion of the Developer, be entitled to modify or improvise upon the Common Portions and the Buyer shall not have any claim, financial or otherwise, against the Owners and the Developer for such modification or improvisation.
- 6.1.8 **Addition/Alteration of Said Building/Said Premises:** The undertaking of the Buyer to the Owners and the Developer that notwithstanding anything contained in this Agreement, the Buyer has no objection and shall under no circumstances have any objection to the Owners and the Developer(1) integrating/adding (notionally or actually) adjacent/other lands and premises (collectively **Other Property**) to the Said Premises and the Said Building, (2) extending, modifying and realigning the extent, area, layout and location of the Said Building including the Common Portions thereof, (3) modifying the Sanctioned Plans (excluding the portion relating to the Said Flat), if necessary and (4) granting all forms of unfettered and perpetual proportionate right of ownership, use and easement over the Common Portions of the Said Building and the Said Premises to other intending buyers of Other Property (collectively **Other Property Owners**).

The Buyer further undertakes that in consideration of the Owners and the Developer agreeing to sell the Said Flat And Appurtenances to the Buyer, the Buyer has accepted the above conditions and/or shall be deemed to have accepted all the above conditions and shall be deemed to have granted to the Owners and the Developer, the Other Property Owners, if any and all successors-in-interest/title unfettered and perpetual easements over, under and above all Common Portions including roads and passages in the Said Premises, with right to connect the same to new roads and passages comprised in the Other Property integrated/added to the Said Premises/Said Building.

## 7. Commencement and Validity

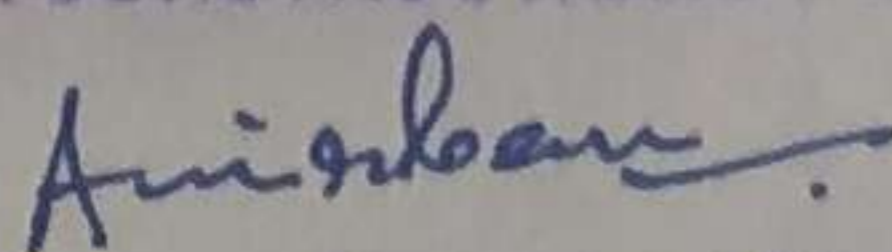
- 7.1 **Date of Commencement:** This Agreement has commenced and shall be deemed to have commenced on and with effect from the date mentioned at the beginning of this Agreement.
- 7.2 **Validity:** This Agreement shall remain in force till such time the Said Flat and Appurtenances is completed and possession thereof is delivered to the Buyer, unless terminated in the manner mentioned in this Agreement.

## 8. Total Price, Payment and Extras:

- 8.1 **Total Price:** The consideration for sale of the Said Flat, the Land Share and Share In Common Portions along with Floor rise charge, Preferential location charge & 1(One) Car Park is **Rs. 45,73,450/- (Rupees Forty Five Lac Seventy Three Thousand Four Hundred and Fifty only)** (collectively **Total Price**), which the Parties confirm and accept. The Total Price has been fixed by mutual consent and hence, it shall not be open to question by any Party **provided however** the Total Price shall vary proportionately in the manner mentioned in Clause 6.1.3 above and does not include the Extras (defined in Clause 8.4 below). The basis of calculation of the Total Price is as follows:

Details	Rate (Rs./ Sq ft)	Price
BSP	Rs. 1517/- per sq.ft.	Rs. 43,23,450/-
Floor Rise	N.A	N.A
South facing	N.A	N.A
Garden facing	N.A.	N.A.
Car Park		Rs.2,50,000/-
<b>Total Price</b>		<b>Rs. 45,73,450/-</b>

SOUMITA CONSTRUCTION PVT. LTD.

  
Anish Kumar  
Authorized Signatory

