

AGREEMENT

1. **Date:**, 2017
2. **Place:** Kolkata
3. **Parties**
 - 3.1 **Rajat Gateway LLP** (previously known as **Lawrence Chemical & Engineering Co. Private Limited**, thereafter renamed as **Rajat Gateway Private Limited**), a partnership firm, governed by the provisions of Limited Liability Partnership Act, 2008, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street, Post Office Circus Avenue, Kolkata-700017, Police Station Shakespeare Sarani (**PAN AAWFR6043G**), represented by its Designated Partner, **Mr. Raj Gopal Pasari**, son of Late Magani Ram Pasari, by faith Hindu, by occupation Business, nationality Indian, of 11E, Rajnigandha, 25B Ballygunge Park, Post Office Ballygunje, Kolkata-700019, Police Station Karaya (**PAN AFOPP5578B**)

(**Owner**, includes successors-in-interest and/or assigns)

And

3.2 **Rajat Projects Private Limited**, a company governed by the provisions of Companies Act, 2013, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street, Post Office Circus Avenue, Kolkata-700017, Police Station Shakespeare Sarani (PAN AAFCR3120C), represented by its Director, **Mr. Ghanshyam Purohit**, son of Mr. Deo Kishan Purohit, by faith Hindu, by occupation Service, nationality Indian, of 35 Sir Hari Ram Goenka Street, Post Office Burrabazar, Kolkata-700007, Police Station Posta (PAN AFUPP8158F)

(Developer, includes successors-in-interest and/or assigns)

And

3.3, S/o of,
....., Post Office -, Kolkata -, Police Station -
..... (PAN))

(Buyer, includes successors-in-interest).

Owner and Developer collectively **Sellers**.

Owner, Developer and Buyer referred to as such or as **Party** and collectively **Parties**.

NOW THIS AGREEMENT WITNESSES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:

4. Subject Matter of Agreement

4.1 **Transfer of Said Flat And Appurtenances:** Terms and conditions for transfer of:

4.1.1 **Said Flat:** Residential Flat No., Block No. 2, Floor, super built-up area approximately (.....) square feet and built up area approximately (.....) square feet and carpet area approximately (.....) square feet, described in **Part I** of the **2nd Schedule** below and delineated on the **Plan B** annexed hereto and bordered in colour **Green** thereon (**Said Flat**), in the proposed building block (**Said Building**) forming part of the project named **Rajat Avante (Said Complex)**, lying, situate and being Municipal Premises No. 73, Diamond Harbour Road, Post Office Behala, Kolkata-700104, Police Station Thakurpukur (formerly Behala), within Ward No. 144 of Kolkata Municipal Corporation (**KMC**), comprised in L.R. *Dag* Nos. 649, 650, 650/997, 650/998, 651, 652, 653 and 654, recorded in L.R. *Khatian* No. 2605 (formerly R.S. *Khatian* Nos. 183,

198, 187, 83, 446 and 95), Mouza Joka, J.L. No. 21, Sub-Registration District Behala, District South 24 Parganas and more fully described in **Part I** of the **1st Schedule** below (collectively **Said Property**) and delineated on the **Plan A** annexed hereto and bordered in colour **Red** thereon.

- 4.1.2 **Land Share:** Subject to the provisions of Clause 6.1.1 below, undivided, impartible, proportionate and variable share in the land underneath the Said Building, comprised within the Said Property, as be attributable and appurtenant to the Said Flat (**Land Share**). The Land Share is/shall be derived by taking into consideration the proportion which the super built-up area of the Said Flat bears to the total super built-up area of the Said Building.
- 4.1.3 **Said Parking Space:** The right to park in the parking space/s described in **Part II** of the **2nd Schedule** below (**Said Parking Space**), if any.
- 4.1.4 **Share In Common Portions:** Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Building and the Said Complex as be attributable and appurtenant to the Said Flat (**Share In Common Portions**), the said common areas, amenities and facilities being described in the **3rd Schedule** below (collectively **Common Portions**).
- 4.1.5 **Easement Rights:** Right of conditional easement of use (**Easement Rights**) on certain amenities and facilities such as gatehouse, roads, pathways, walkways, drainage and sewage pipeline and STP and landscaped green areas (collectively **Specified Facilities**). It is clarified that (1) the Developer shall have absolute right to modify the Specified Facilities and (2) the Specified Facilities shall be available in common with other block in the Said Complex.
- 4.1.6 **Said Flat And Appurtenances:** The Said Flat, the Land Share, the Said Parking Space (if any), the Share In Common Portions and the Easement Rights collectively described in **Part III** of the **2nd Schedule** below (collectively **Said Flat And Appurtenances**).

5. Background

- 5.1 **Ownership:** The Owner is the sole and absolute owner of the Said Property, free from all encumbrances, through the devolution of title of the Said Property as stated in the **Part II** of the **1st Schedule** below (**Devolution Of Title**).
- 5.2 **Development Agreement:** By an Agreement dated 25th April, 2017 (**Development Agreement**), registered in the Office of the Additional Registrar of Assurances I, Kolkata, in Book No. I, Volume No. 1901-2017, at Pages 75941 to 75982, being Deed No. 190102471 for the year 2017, the Owner has appointed the Developer as the developer of the Said Property, with the intention of developing and commercially exploiting the Said Property by constructing the Said Complex and selling flats/spaces (collectively **Flats**) and parking spaces (collectively **Parking Spaces**) therein.

- 5.3 **Sanctioned Plans:** In furtherance of the above, a building plan has been sanctioned by the KMC for construction of the Said Complex (**Sanctioned Plans**, which includes all further sanctioned vertical extensions, modifications and integrations made thereto from time to time by KMC and other authorities) vide Building Permit No. 2017140159 dated 23rd August, 2017.
- 5.4 **Rights of Developer:** In terms of the Development Agreement, the Developer has become entitled to sell, transfer, encumber or otherwise alienate or dispose off all the Flats and Parking Spaces in the Said Complex and to appropriate the entire consideration therefor.
- 5.5 **Commencement of Construction:** The Developer commenced construction of the Said Complex and announced sale of Flats and Parking Spaces therein.
- 5.6 **Scheme:** The Developer formulated a scheme for sale of Flats and Parking Spaces in the Said Complex to prospective purchasers (**Intending Buyers**).
- 5.7 **Application and Allotment:** The Buyer has applied to the Developer for purchase of the Said Flat And Appurtenances and the Developer has allotted the same to the Buyer conditional upon the Buyer entering into this Agreement and fulfilling all terms and conditions hereof, without default.
- 5.8 **Agreement to Record:** Pursuant to the aforesaid application made by the Buyer and the allotment made by the Developer, this Agreement is being entered into between the Parties for recording the conclusive and comprehensive terms and conditions (superseding all previous understandings and documents, oral or in writing, express or implied) for sale of the Said Flat And Appurtenances to the Buyer.
6. **Conditions Precedent**
- 6.1 **Acceptance of Conditions Precedent:** The Parties have accepted and agreed that the following are and shall be the conditions precedent to this Agreement:
- 6.1.1 **Understanding of Scheme by Buyer:** The undertaking and covenant of the Buyer that the Buyer has understood and accepted the under mentioned scheme of development of the Developer:
- (a) **Development of Said Complex:** The Developer intends to develop the entirety of the Said Complex in due course and in staggered phases and the Buyer hereby accepts the same and shall not, under any circumstances, raise any objection or hindrance thereto.
- (b) **Sanctioned Plans and Modifications:** In pursuance of such intention, the Sanctioned Plans of the Said Complex have been and/or shall further be sanctioned by KMC and other authorities.

- (c) **Extent of Ownership:** The ownership rights of the Buyer are limited to the Said Flat, the Land Share, the Said Parking Space, if any and the Share In Common Portions and the Buyer hereby accepts the same and the Buyer shall not, under any circumstances, raise any claim of ownership on the Specified Facilities or any other component in the Said Complex.
- (d) **Common Portions Subject to Change:** The Common Portions shall always be and remain subject to change and modification, as be deemed fit and necessary by the Developer and the Buyer hereby accepts the same and the Buyer shall not, under any circumstances, raise any objection or hindrance thereto.
- (e) **Only Easement Rights on Specified Facilities:** The Buyer shall only have easement rights on the Specified Facilities and the Buyer hereby accepts the same and the Buyer shall not, under any circumstances, raise any claim of ownership on any component or constituent of the Specified Facilities.
- (f) **Status of Said Club:** The Said Club (defined in Clause 10.1 below) shall be and be deemed to be a constituent of the Common Portions and the Buyer shall have undivided, impartible, proportionate and variable share and/or interest in the Said Club, subject to the other provisions of this Agreement specifically with regard to the Said Club.
- (g) **Right of Said Signage:** The Buyer has no objection to nor will at any time raise any objection to any hoardings, neon sign, billboards, advertisements, signage (of any size or constructed of any material, with or without illumination) of the brand name Rajat (**Said Signage**) being erected on the roof and/or the parapet walls and/or the façade of the Said Building and the boundary wall of the Said Complex. The space for the Said Signage shall be deemed to have been excluded out of the subject matter of sale and shall always belong to Sellers. The Developer/Sellers shall maintain the Said Signage at its/their own cost and the Association (defined in Clause 8.4.8) shall have no connection with such maintenance. If the Said Signage is illuminated, the Developer/Sellers shall pay the actual electricity consumed for illumination on the basis of a separate meter specifically installed for this purpose. Neither the Buyer nor the Buyer's successor-in-interest shall at any time do any act, deed or thing which hinders the absolute and unfettered right of the Sellers to put up the Said Signage and enjoy the benefits of the Said Signage. It is clarified that for the purpose of maintaining and managing the Said Signage the Sellers and/or the men and agents of the Sellers shall have the right to access to the areas in which the Said Signage is constructed without any obstruction or hindrance either from the Buyer or the Association (upon formation) for all times to come.

- 6.1.2 **Financial and Other Capacity of Buyer:** The undertaking of the Buyer to the Sellers that the Buyer has the financial and other resources to meet and comply with all financial and other obligations under this Agreement, punctually.
- 6.1.3 **Satisfaction of Buyer:** The undertaking of the Buyer to the Owners and the Developer that the Buyer is acquainted with, fully aware of and is thoroughly satisfied about the title of the Owner, right and entitlement of the Developer, the Sanctioned Plans, all background papers, the right of the Owner and the Developer to enter into this Agreement, the scheme of development described above and the extent of the rights being granted in favour of the Buyer and the negative covenants mentioned above and elsewhere in this Agreement and the Buyer hereby accepts the same and shall not raise any objection with regard thereto.
- 6.1.4 **Measurement:** The super built up area of the Said Flat is approximately (.....) square feet, built up area of the Said Flat is approximately (.....) square feet, and the carpet area of the Said Flat is approximately (.....) square feet. On completion of construction of the Said Flat, Messieurs Raj Agarwal & Associates (**Architect**) shall certify the carpet area of the Said Flat and the same shall not be challenged by either Party. The Buyer hereby accepts the above and shall not raise any objection with regard thereto.
- 6.1.5 **Said Parking Space and Terms of Allotment:** The mutual agreement by and between the Parties that the Said Parking Space (if any has been agreed to be taken by the Buyer) (1) shall be allotted to the Buyer only after completion of construction of the Said Complex and if the Developer in its sole discretion finds it feasible, simultaneously with delivery of possession of the Said Flat (2) if covered, may be in the ground Floor of either of the blocks in the Said Complex or in the mechanical car park (**MCP**) in the Said Complex as be decided by the Developer in its sole discretion (3) if open, may be at the ground level of the Said Complex (4) may be independent (having direct access from driveway) or dependent (not having direct access from driveway) as be decided by the Developer in its sole discretion (5) if for two wheeler, at any place in the Said Complex reserved for the parking of two wheelers only as be decided by the Developer in its sole discretion. It is clarified that (1) the right to park in the Said Parking Space is not being agreed to be transferred on the basis of any fixed area, location, convenience or measurement and all decisions of the Developer in this regard shall be final and binding on the Buyer and can only be used for parking of a medium sized motor car or two wheeler, as the case may be, of the Buyer and not for any other purposes and (2) the Buyer will have only right to park in the Said Parking Space. The Buyer hereby accepts each and every one of the above terms and conditions and shall not raise any dispute or objection with regard thereto.
- 6.1.5 **Rights Confined to Said Flat And Appurtenances:** The undertaking of the Buyer to the Owner and the Developer that the right, title and interest of the Buyer is confined only to the Said Flat And Appurtenances and the Developer is entitled to deal with and dispose off all other portions of the Said Property, the Said Building and the Said Complex to third parties at the sole discretion of the Developer, which the Buyer hereby

accepts and to which the Buyer, under no circumstances, shall be entitled to raise any objection.

- 6.1.7 **Covenants:** The mutual agreement and acceptance by and between the Parties that (1) the covenants of the Buyer (**Buyer's Covenants**) and the covenants of the Owner and the Developer (**Owner's And Developer's Covenants**) as mentioned in Clause 11 and its Sub-Clauses below shall perpetually run with the land (2) the Buyer's Covenants and the Owner's And Developer's Covenants (collectively **Covenants**) shall bind them and their successors-in-title or interest and (3) this Agreement is based on the undertaking that the Buyer's Covenants and the Owner's And Developer's Covenants shall be strictly performed by the Buyer, the Owner and the Developer, respectively.
- 6.1.8 **Common Portions Subject to Change:** In addition to the provisions of Clause 6.1.1 (d) above, the mutual agreement by and between the Parties that although the Common Portions are described in the 3rd **Schedule** below, the said descriptions are only indicative and are not intended to bind 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 hereby accepts the same and shall not raise any objection in this regard and/or have any claim, financial or otherwise, against the Developer for such modification or improvisation.
- 6.1.9 **Extension/Addition:** The undertaking of the Buyer to the Developer that notwithstanding anything contained in this Agreement, the Buyer has no objection and shall under no circumstances have any objection to the Developer (1) extending, modifying and realigning the extent, area, layout and location of the Said Building/ Said Complex including the Common Portions and the Specified Facilities (2) modifying the Sanctioned Plans, as may be necessary in this regard (3) granting all forms of unfettered and perpetual proportionate right of ownership and use over the Common Portions and (4) granting all rights of user and easements over the Specified Facilities to the Intending Buyers.

The Buyer further undertakes that in consideration of the Developer agreeing to sell the Said Flat And Appurtenances to the Buyer, the Buyer has accepted the above conditions and has granted and shall be deemed to have granted to the Owner and the Developer and all successors-in-interest/title unfettered and perpetual easements over, under and above all Common Portions and the Specified Facilities including roads, passages and all open spaces in the Said Property, with right to connect the same to new roads and passages comprised in the Said Complex.

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, the Share In Common Portions and grant of the Easement Rights is Rs...../- (Rupees) **And** for the Said Parking Space is Rs...../- (Rupees) **And** Goods Services Tax (GST) Rs...../- (Rupees) aggregating to Rs...../- (Rupees) 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 in the manner mentioned in Clause 6.1.4 above and does not include the Extras (defined in Clause 8.4 below).

8.2 **Payment of Total Price:** The Total Price shall be paid by the Buyer in the manner mentioned in the charts below, as be applicable to the Buyer, time being the essence of contract. The Buyer agrees and covenants not to claim any right or possession over and in respect of the Said Flat and Appurtenances till such time the Buyer has paid the entirety of the Total Price and the Extras and all other amounts agreed to be paid or deposited under this Agreement.

Chart I: Construction Linked Installment Payment Chart (Self-financed or Bank-financed):

Sl.	Payment Schedule	Amount (Rs.)
1.	On Application	1,00,000/- + GST
2.	On Execution of Flat Sale Agreement	20% (less application money) + GST
3.	On Completion of Piling	7.5% + GST
4.	On Completion of 1 st floor Slab Casting	7.5% + GST
5.	On Completion of 3 rd floor Slab Casting	7.5% + GST
6.	On Completion of 6 th floor Slab Casting	7.5% + GST
7.	On Completion of 9 th floor Slab Casting	7.5% + GST
8.	On Completion of 12 th floor Slab Casting	7.5% + GST
9.	On Completion of 15 th floor Slab Casting	7.5% + GST
10.	On Completion of Brick Work of the Said Flat	7.5% + GST
11.	On Completion of External Plaster Work of the Said Flat	5% + GST
12.	On Completion of flooring of Said Flat	5% + GST
13.	On Possession of the Said Flat	10% + GST

Chart II: Down Payment Chart (Self-financed or Bank-financed):

Sl.	Payment Schedule	Amount (Rs.)
1.	On Application	1,00,000/- + GST
2.	On Execution of Flat Sale Agreement	90% (less application money) + GST
3.	On Possession of the Said Flat	10% + GST

- 8.3 **Notice for Payment:** On happening of each event mentioned in Sl. Nos. 2 to 13 of Chart I or 2 and 3 of Chart II above, as applicable, the Developer shall give written notice (by email, to the Email ID supplied by the Buyer in the Application Form) to the Buyer (**Payment Notice**), quantifying the amount payable by the Buyer. Within 15 (fifteen) days of the date of the Payment Notice, the Buyer shall (unconditionally, without demur and without raising any dispute about service/receipt of the Payment Notice), pay the amount quantified in the Payment Notice, failing which the Buyer shall be deemed to be in default and the consequences mentioned in Clause 12.1 shall follow. The Buyer covenants that the Buyer shall regularly and punctually make payment of the installments of the Total Price in the manner mentioned in the applicable Chart above and this Agreement is and shall be deemed to be sufficient notice to the Buyer about the obligation to make payment. Timely payment of the Total Price and the Extras shall be the essence of the contract. If payments are made by negotiable instruments, the same shall be made payable at Kolkata and favoring “*Rajat Projects Private Limited*” or such name as may be notified by the Developer.
- 8.4 **Extras:** In addition to the Total Price, the Buyer shall also pay to the Developer/other concerned person/entity (as specified below), as and when demanded, the following amounts (collectively **Extras**), proportionately or wholly (as the case may be), with GST thereon on the super built-up area of the Said Flat, towards:
- 8.4.1 **Electricity and Generator:** obtaining HT/LT electricity supply from the supply agency and stand-by power supply to the Said Flat from diesel generators, which is Rs.100/- (Rupees one hundred) per square feet and which will be paid proportionately as per the payment schedule mentioned in Clause 8.2 above. It is clarified herein the stand-by power supply will be distributed in the following manner:
- 1 (one) KVA power back-up for 2 (two) bed room 2 (two) toilet Flats
 - 1.2 (one point two) KVA power back-up for 3 (three) bedroom 2 (two) toilet Flats
 - 1.4 (one point four) KVA power back-up for 3 (three) bedroom 3 (three) toilet Flats.
- 8.4.2 **Club Development Charges:** a sum of Rs.75/- (Rupees seventy five) per square feet shall be payable to Developer for providing amenities and facilities in the Said Club (as defined in Clause 10.1 below) and which will be paid proportionately as per the payment schedule mentioned in Clause 8.2 above.
- 8.4.3 **Legal Fees, Stamp Duty and Registration Costs:** fees of Messieurs Saha & Ray, Advocates (**Legal Advisors**), who have drawn this Agreement and shall draw all further

documents. The fee is Rs.10,000/- (Rupees ten thousand). 50% (fifty percent) of the fee shall be paid simultaneously herewith and the balance 50% (fifty percent) shall be paid on the Date Of Fit-Out Possession (defined in Clause 9.6.1 below). Stamp duty, registration fees, fixed miscellaneous expenses of Rs.6,500/- (Rupees six thousand and five hundred) for registration and all other fees and charges, if any, shall be borne by the Buyer and paid 15 (fifteen) days prior to the date of registration. The fee and costs shall be paid to the Developer, who shall do all accounting with the Legal Advisors.

- 8.4.4 **Common Expenses/Maintenance Charges and Rates & Taxes:** common expenses/maintenance charges described in the 5th Schedule below (**Common Expenses/Maintenance Charges**) along with KMC Tax, Land Revenue (*Khazna*), surcharge, levies, cess etc. (collectively **Rates & Taxes**), proportionately from the Date Of Possession Notice (defined in Clause 9.6.2 below). It is clarified that the Common Expenses/Maintenance Charges shall include cost of operation, maintenance, repair and replacement of the Specified Facilities but not the Said Club, provisions regarding which are separately provided in Clause 10 below. Simultaneously with the payment of the last installment of the Total Price, the Buyer shall pay to the Developer a consolidated sum @ Rs.3/- (Rupees three) per square feet of the super built-up area of the Said Flat for a period 6 (six) months from the date of Possession Notice in advance, which amount shall be utilized by the Developer for defraying Common Expenses/Maintenance Charges for as long as the said amount permits. It is clarified that (1) the Said Complex may be maintained through the Facility Manager (defined in Clause 9.9 below), in which event all payments shall be made by the Buyer to the Facility Manager, after the aforesaid sum of Rs.3/- (Rupees three) is exhausted and (2) the supervision of maintenance of the Said Complex shall be handed over by the Developer to a body of flat owners of the Said Complex, which may be a syndicate, committee, body corporate, company or association (**Association**), as soon as be practicable, so that the Association may deal directly with the Facility Manager. It is clarified herein that the Buyer shall pay a sum of Rs.5,000/- (Rupees five thousand) to the Developer on the Date of Possession of the Said Flat for such formation of the Association.
- 8.4.5 **Sinking Fund:** in addition to the deposit for Common Expenses/Maintenance Charges, an interest free deposit as security for defraying major repairing works at the Said Complex, a sum of Rs.18/- (Rupees eighteen) per square feet (**Sinking Fund**), which shall be handed over to the Association, upon formation, after meeting all expenses (if any).
- 8.4.6 **Taxes:** GST, Works Contract Tax, Value Added Tax or any other tax and imposition levied by the State Government, Central Government or any other authority or body on the Sellers, from time to time, proportionately, if levied as a whole on the Said Complex and wholly, if levied specifically on the Said Flat.
- 8.4.7 **Electricity Meter for Common Portions:** security deposit and all other billed charges of the supply agency for providing electricity/meter to the Common Portions, proportionately.

- 8.4.8 **Betterment Fees:** betterment or other levies that may be charged/imposed by any government authorities or statutory bodies on the Said Property or the Said Flat And Appurtenances or its transfer in terms hereof, proportionately.
- 8.4.9 **Special Amenities/Facilities:** providing any special amenities/facilities in the Common Portions (**save and except** those described in the 3rd **Schedule** below) and improved specifications of construction of the Said Flat and/or the Said Building over and above the specifications described in the 4th **Schedule** below (**Specifications**), proportionately.
- 8.4.10 **Increase Due to Circumstances Of Force Majeure:** any increase and/or escalation in the cost of construction due to Circumstances Of Force Majeure (defined in Clause 16.1 below), proportionately.
- 8.4.11 **Increase in Total Price:** any increase in the Total Price due to increase in measurement of the Said Flat, at the rate at which the Total Price has been computed, wholly.

9. Construction, Completion of Sale and Facility Manager

- 9.1 **Construction by Developer:** The Developer shall construct, complete and finish the Said Flat And Appurtenances in accordance with the Sanctioned Plans or as may be recommended by the Architect, as per the Specifications described in the 4th **Schedule** below. The decision of the Architect in all regards including quality and workmanship shall be final and binding on the Parties.
- 9.2 **Quality, Workmanship and Acceptance of Variations etc.:** The decision of the Architect regarding quality, workmanship and variations shall be final and binding on the Parties. The Buyer hereby consents to the variations, modifications or alterations as may be recommended by the Architect and hereby further agrees not to raise any objection to the Developer and/or the Architect making such variations, modifications or alterations.
- 9.3 **No Hindrance:** The Buyer shall not do any act, deed or thing whereby the construction/developmental work of the Said Flat And Appurtenances and/or the Said Building and/or the Said Complex is in any way hindered or impeded. The Buyer hereby accepts the above and shall not raise any objection with regard thereto.
- 9.4 **Basic Duty of Buyer:** The Buyer shall make all payments and perform all obligations as stipulated in this Agreement and the Buyer shall not, in any way, commit breach of the terms and conditions herein contained.
- 9.5 **Completion Date:** Construction, finishing and making the Said Flat habitable and the Said Parking Space, if any, usable [(1) in bare condition and (2) as per the Specifications, the decision of the Architect in this regard being final and binding], shall be done by the Developer within 48 (forty eight) months from the date of commencement of

construction (**Completion Date**) **provided however** the Completion Date may be extended by a period of 12 (twelve) months (**Extended Period**) at the option of the Developer. The Developer shall neither incur any liability nor be held liable for claim of any amount by the Buyer, if the Developer is unable to deliver possession of the Said Flat within the Completion Date and/or the Extended Period due to Circumstances Of Force Majeure (defined in Clause 16.1 below) or for or on account of (1) delay on the part of the Buyer in making any payment **and** (2) any other reasonable cause whereby the Developer is prevented from completing the development. In no event shall the Buyer be entitled to claim any amount from the Developer on account of consequential losses and damages or otherwise if the Said Flat And Appurtenances is not completed within the Completion Date and/or the Extended Period.

9.6 **Possession of Said Flat and Said Parking Space:** Upon construction, finishing and making the Said Flat habitable and the Said Parking Space, if any, usable, the Developer shall hand over possession of the same to the Buyer. With regard to possession, it is clarified as follows:

9.6.1 **Possession for Fit-Out:** As soon as the Said Flat is ready for fit-out, the Developer shall serve a notice on the Buyer (**Fit-Out Possession Notice**), calling upon the Buyer to take physical possession for the limited purpose of fit-out of the Said Flat. Before such delivery of possession for fit-out, the Buyer shall pay to the Developer all amounts due and payable towards the Total Price, Extras and other charges and the Buyer shall not claim possession of the Said Flat And Appurtenances for fit-out till such payments are made in full. Within 15 (fifteen) days from the date of the Fit-Out Possession Notice (**Date Of Fit-Out Possession Notice**), the Buyer shall be bound to complete snagging of the Said Flat, failing which it shall be deemed that the Buyer has taken satisfactory possession for fit-out on the 16th day of the Date Of Fit-Out Possession Notice (date of actual or deemed limited physical possession for fit-out, **Date Of Fit-Out Possession**). It is clarified that the Date Of Fit-Out Possession is different from the Date Of Possession and the modalities ancillary thereto as more fully described in Clause 9.6.2 below.

9.6.2 **Possession Notice:** Subject to the provision of Clause 9.6.1 above, on the Completion Date (which may include the Extended Period or the period required beyond the Extended Period due to Circumstances Of Force Majeure and other circumstances mentioned in Clause 9.5 above), the Developer shall serve a notice on the Buyer (**Possession Notice**) calling upon the Buyer to take exclusive physical possession. Within 15 (fifteen) days from the date of the Possession Notice (**Date Of Possession Notice**), the Buyer shall be bound to take over exclusive physical possession of the Said Flat, after fulfilling all obligations under this Agreement, including payment of all amounts due to the Developer, failing which it shall be deemed that the Buyer has taken possession on the 16th day of the Date Of Possession Notice (date of actual or deemed exclusive physical possession, **Date Of Possession**). From the Date Of Possession Notice, the Buyer shall become liable to pay all outgoings (such as Common Expenses/Maintenance Charges and Rates & Taxes), irrespective of whether the Buyer takes exclusive physical possession of the Said Flat And Appurtenances. In case the deeming provision comes into force, the

Buyer confirms that the Buyer shall not claim to be in physical possession of the Said Flat And Appurtenances and the same shall be received by the Buyer only upon clearing all dues and performing all obligations.

- 9.6.3 **Meaning of Completion:** It shall not be obligatory for the Developer to complete the Common Portions in all respects before giving the Possession Notice to the Buyer and the Said Flat shall be deemed to have been completed in all respect if the same is made fit for habitation and use [(1) in bare condition **and** (2) as per the Specifications, the decision of the Architect in this regard being final and binding].
- 9.6.4 **Complete Satisfaction on Possession:** On the Date Of Possession, the Buyer shall be deemed to be completely satisfied with all aspects of the Said Flat, including the measurement of the Said Flat.
- 9.6.5 **Commencement of Outgoings:** From the Date Of Possession Notice, all outgoings in respect of the Said Flat And Appurtenances, including Common Expenses/Maintenance Charges and Rates & Taxes shall become payable by the Buyer.
- 9.7 **Developer's Obligations:** Subject to the Buyer making payment of the Total Price, Extras and other charges in the manner stipulated in this Agreement, the Developer hereby agrees:
- 9.7.1 **Construction of Said Flat:** to construct, finish and make the Said Flat habitable and the Said Parking Space, if any, usable and transfer the Said Flat And Appurtenances to the Buyer.
- 9.7.2 **Construction According to Specifications:** subject to the other provisions of this Agreement, to construct and finish the Said Flat in accordance with the Sanctioned Plans and Specifications, reasonable variations excepted.
- 9.7.3 **Arrangement for Utilities for Construction Work:** to make own arrangement for water and electricity required for construction of the Said Complex.
- 9.8 **Completion of Sale:** The sale of the Said Flat And Appurtenances shall be completed by execution and registration of conveyance in favour of the Buyer provided the Buyer tenders in time all amounts required for the same as mentioned above. The Legal Advisors shall draft the standard conveyance and only such standard conveyance shall be used. The Buyer shall be bound to take conveyance of the Said Flat And Appurtenances on or before the Date Of Possession, failing which exclusive physical possession of the Said Flat And Appurtenances shall not be delivered to the Buyer (although the Buyer shall become liable for Common Expenses/Maintenance Charges and Rates & Taxes from the Date Of Possession Notice) and in addition, all statutory taxes and penalties shall also be borne and paid by the Buyer.

- 9.9 **Facility Manager:** The Developer shall hand over management and upkeep of the Common Portions and the Specified Facilities to a professional facility management organization (**Facility Manager**). In this regard, it is clarified that (1) the Facility Manager shall operate, manage and render specified day-to-day services with regard to the Common Portions of the Said Complex (2) the Facility Manager shall levy and collect the Common Expenses/Maintenance Charges (3) the Buyer shall be bound to pay the Common Expenses/Maintenance Charges to the Facility Manager (4) the Facility Manager, being a professional commercial organization, will not be required to render any accounts to the Buyer and it shall be deemed that the Facility Manager is rendering the services to the Buyer for commercial considerations (5) the Facility Manager shall merely be the service provider for rendition of services with regard to the Common Portions and the Specified Facilities and no superior rights with regard to the Common Portions and the Specified Facilities shall vest in the Facility Manager **and** (6) the Facility Manager may be replaced by consent of 75% (seventy five percent) or more of the Intending Buyers.
10. **Said Club**
- 10.1 **For Intending Buyers:** The Developer has decided to provide several amenities and facilities in a social and recreational club named, *Club Avante*, within the Said Complex (**Said Club**), intended for use of Intending Buyers. It is clarified that the decision of the Developer as to what amenities and facilities shall be included in the Said Club shall be final and binding on the Buyer.
- 10.2 **Membership Obligation of Buyer:** Membership of the Said Club being compulsory for Intending Buyers, the Buyer (which expression, in the context of the Said Club, means only 1 (one) person if the number of buyers under this Agreement is more than 1 (one), as be nominated *inter se* among the buyers) agrees to become a member of the Said Club, on the preliminary terms and conditions recorded in this Agreement. The Buyer understands and accepts that (1) detailed terms and conditions of membership and rules and regulations governing use of the Said Club and its facilities will be formulated in due course and circulated to members before the Said Club is made operational (2) all members (including the Buyer) will be required to abide by these terms and conditions and rules and regulations **and** (3) the acceptance by the Buyer of the club scheme shall be a condition precedent to completion of sale of the Said Flat And Appurtenances in terms of this Agreement **provider however** the club scheme may be modified by consent of 75% (seventy five percent) or more of the Intending Buyers.
- 10.3 **Membership Scheme of Said Club:** The Buyer understands and accepts that (1) membership of the Said Club shall be open only to Intending Buyers (2) each Flat is entitled to 1 (one) membership, irrespective of the number of owners of such Flat (3) membership is open only to individuals (i.e. no corporate membership) and if the Buyer is a body corporate, it will be required to nominate 1 (one) occupier of the Said Flat, who, for all purposes, shall be treated as the member of the Said Club (4) the Said Club can be used by the member and his/her immediate family i.e. spouse and dependent

children below 18 (eighteen) years subject to a maximum of 4 (four) dependents (5) members may, subject to the reservation of rights of admission and club rules, bring in guests on payment of guest fees (6) in the event of sale/transfer of the Said Flat, the membership will stand terminated and the transferee shall be granted a new membership at the then applicable terms and as per the rules and regulations of the Said Club then in force **and** (7) if an Intending Buyer lets out his/her Flat, he/she may request a temporary suspension of his/her usage right of the Said Club and permission for usage of the Said Club by the tenant under his/her membership; if such permission is granted, the tenant may use the Said Club only during the tenure of the tenancy subject to payment of all charges as would have been payable by the Intending Buyer.

- 10.4 **Facilities of Said Club:** Notwithstanding anything contained in the 3rd Schedule below, the Buyer understands and accepts that the Developer shall have the sole right and discretion in planning the details and facilities of the Said Club and the same may also be varied at the sole discretion of the Developer.
- 10.5 **Commencement of Operation of Said Club:** The Developer reasonably expects that the Said Club shall be made operational after the entirety of the Said Complex is completed and made ready. The Buyer understands and accepts that the Completion Date of the Said Flat has no connection and correlation with the Said Club becoming operational and the Buyer shall not raise any claim or objection in this regard.
- 10.6 **Club Manager:** The Buyer understands and accepts that the Said Club may (at the sole discretion of the Developer and subject to availability) be managed and operated professionally through a club operation and management agency (**Club Manager**), to be initially engaged by the Developer. It is clarified that till and until the appointment of the Club Manager, the Developer or its subsidiary will manage and maintain the day to day operations of the Said Club and the Buyer understands and accepts such decision of the Developer and shall always cooperate the Developer and its subsidiary for smooth operation of the Said Club.
- 10.7 **Membership Fee, Security Deposit and Monthly Subscription:** The Buyer understands and accepts that (1) the Buyer does not have to pay any membership fee for membership of the Said Club as the Total Price includes the membership fee but future transferees of the Buyer may have to pay membership fee (2) the Buyer may have to pay a one-time interest free security deposit for use of credit facilities at the Said Club and (3) the Buyer will have to pay a fixed monthly subscription for membership of the Said Club, irrespective of whether the Buyer resides at the Said Flat, which shall be determined at the time of opening of the Said Club, at the sole discretion of the Developer and this shall be in addition to the Common Expenses/Maintenance Charges.
- 10.8 **User Charge:** The Buyer understands and accepts that (1) some facilities of the Said Club will be available for use free of charge by members while other facilities will be on a pay-by-use basis and (2) the rate, schedule etc. will be determined at the time of the opening of the Said Club, at the sole discretion of the Developer.

11. Covenants

11.1 **Buyer's Covenants:** The Buyer covenants with the Developer (which expression includes the Association and the Apex Body 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, Specified Facilities, Specifications and all other ancillary matters, is entering into this Agreement. The Buyer has examined and is acquainted with the Said Complex and has agreed that the Buyer shall neither have nor shall claim any right over any portion of the Said Building and/or the 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 the Rates & Taxes (proportionately for the Said Building 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 the Developer/the Facility Manager/the Association (upon formation), such bills being conclusive proof of the liability of the Buyer in respect thereof and (2) have mutation completed at the earliest. The Buyer further admits and accepts that the Buyer shall not claim any deduction or abatement in the bills of the Developer/the Facility Manager or the Association (upon formation).

11.1.3 **Buyer to Pay Common Expenses/Maintenance Charges:** Subject to the provisions of Clause 8.4.8 above, the Buyer shall pay the Common Expenses/Maintenance Charges, on the basis of the bills to be raised by the Developer/the Facility Manager/the Association (upon formation)/the Apex Body (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 Common Expenses/Maintenance Charges and (2) the Common Expenses/Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Developer/the Facility Manager/the 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 the Developer/the Facility Manager/the Association (upon formation), within 7 (seven) days of presentation thereof, failing which the Buyer shall pay interest @ 18% (eighteen 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 the Developer/the Facility Manager/the 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 3 (three) months, all common services shall be discontinued to the Buyer and the Buyer shall be disallowed from using the Common Portions.

- 11.1.5 **Developer's Charge/Lien:** The Developer shall have first charge and/or lien over the Said Flat And Appurtenances for all amounts due and payable by the Buyer to the Developer **provided however** if the Said Flat And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Developer shall stand extinguished on the financial institution clearing all dues of the Developer.
- 11.1.6 **No Obstruction by Buyer to Further Construction:** The Developer shall be entitled to construct further Floors on and above the top roof of the Said Building and/or make other constructions elsewhere on the Said Complex within the Said Property and the Buyer shall not 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/development activity. The Buyer also admits and accepts that the Developer and/or employees and/or agents and/or contractors of the Developer shall be entitled to use and utilize the Common Portions and the Specified Facilities for movement of building materials and for other purposes and the Buyer shall not raise any objection in any manner whatsoever with regard thereto.
- 11.1.7 **No Rights of or Obstruction by Buyer:** All open 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 the Developer shall have absolute right to sell, transfer and/or otherwise deal with and dispose off the same or any part 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, the Share In Common Portions and the share in the Said Club is a notional proportion that the Said Flat bears to the currently proposed area of the Said Building /Said Complex (2) the Buyer shall not demand any refund of the Total Price paid by the Buyer on the ground of or by reason of any variation of the Land Share, the Share In Common Portions and the share in the Said Club and (3) the Land Share, the Share In Common Portions and the share in the Said Club are not divisible and partible and the Buyer shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Developer, in its absolute discretion.
- 11.1.9 **Buyer to Participate in Formation of Association:** The Buyer admits and accepts that the Buyer, the Intending Buyers shall form the Association and the Buyer shall become a member thereof. The Buyer shall bear and pay the proportionate expenses of the Association and shall acquire and hold membership with voting rights and in this regard the Buyer shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Notwithstanding formation of the Association, the Facility Manager shall look after the maintenance of the Common Portions and the Specified Facilities. Each Flat owner will be entitled to cast a vote irrespective of his/her/its size of Flat. It is clarified herein that upon formation of the Association, the residue then remaining of the Common Expenses/Maintenance Charges

and the Sinking Fund paid by the Buyer (after adjustment of all amounts then remaining due and payable) shall be transferred by the Developer to the Association.

11.1.10 **Obligations of Buyer:** The Buyer shall:

- (a) **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Building, the Said Complex and the Specified Facilities by the Developer/the Facility Manager/the Association (upon formation).
- (b) **Observing Rules:** observe the rules framed from time to time by the Developer/the Facility Manager/the Association (upon formation) for the beneficial common enjoyment of the Said Building, the Said Complex and the Specified Facilities.
- (c) **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Flat And Appurtenances, the Common Portions and the Specified Facilities, from the Date Of Fit-Out 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 the Developer or to the Intending Buyers. The main electric meter shall be installed only at the common meter space in the Said Complex. 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 Building, outside walls of the Said Building and the Said Property **save** in the manner indicated by the Developer/the Facility Manager/the Association (upon formation). The Developer shall endeavor to provide T.V. cable line or DTH connection with cabling but set top boxes shall have to be purchased by the Buyer.
- (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, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place etc.
- (f) **No Alteration:** not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Flat and the Said Building and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Flat. In the event the Buyer makes any alterations/changes, the Buyer shall compensate the Developer /the Association (upon formation) (as the case may be) as estimated by the Developer /the Association (upon formation) for restoring it to its original state.

- (g) **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 or the Common Portions or the Said Building. The Buyer shall not install any dish-antenna on the balcony and/or windows of the Said Building and/or on any external part of the Said Building and/or the roof thereof. The Buyer shall not install grills on the railings of the balcony and/or outside the windows, in any form or manner. Grills may only be installed by the Buyer on the inner side of the doors and windows of the Said Flat as per the design approved by the Architect. The Buyer shall only install split air-conditioners and at such places, as be specified and prescribed by the Developer, it being clearly understood by the Buyer that no out-door units of split air-conditioners will be installed on the external walls of the Said Building. For split air-conditioners the Buyer shall install the out-door unit of the same either inside the Buyer's own balcony or on common ledge provided for the same, in which case the out-door unit will be installed only on such ledge and at no other place. The Buyer shall also not install any collapsible gate on the main door/entrance of the Said Flat. The Buyer accepts that the aforesaid covenants regarding grills, air-conditioners, collapsible gates etc. are for maintaining uniformity and aesthetic beauty of the Said Complex, which is beneficial to all.
- (h) **No Sub-Division:** not sub-divide the Said Flat And Appurtenances and the Common Portions, under any circumstances.
- (i) **No Changing Name:** not change/alter/modify the names of the Said Building and the Said Complex from that mentioned in this Agreement.
- (j) **Trade Mark Restriction:** not to use the name/mark *Rajat* in any form or manner, in any medium (real or virtual), for any purpose or reason whatsoever **save and except** for the purpose of address of the Said Flat and if the Buyer does so, the Buyer shall be liable to pay damages to the Developer and shall further be liable for prosecution for use of the mark *Rajat*.
- (k) **No Nuisance and Disturbance:** not use the Said Flat or the Common Portions or the Specified Facilities or the Said 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 Building 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 other persons.
- (l) **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 and the Specified Facilities.

- (m) **No Obstruction to Developer/Facility Manager/Association/Apex Body:** not obstruct the Developer/the Facility Manager/the Association (upon formation) in their acts relating to the Common Portions and the Specified Facilities and not obstruct the Developer in constructing on other portions of the Said Building and/or the Said Complex and selling or granting rights to any person on any part of the Said Building/ the Said Complex (excepting the Said Flat and the Said Parking Space, if any).
- (n) **No Obstruction of Common Portions/Specified Facilities:** not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Flat and the Said Parking Space, if any.
- (o) **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Developer/the Facility Manager/the Association (upon formation) for the use of the Common Portions and the Specified Facilities.
- (p) **No Throwing Refuse:** not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions and the Specified Facilities **save** at the places indicated therefor.
- (q) **No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Flat, the Said Parking Space, if any, the Common Portions and the Specified Facilities.
- (r) **No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Flat and the Said Parking Space, if any.
- (s) **No Signage:** not put up or affix any sign board, name plate or other things or other similar articles in the Common Portions and the Specified Facilities or outside walls of the Said Flat/Said Building/Said Complex **save** at the place or places provided therefor **provided that** this shall not prevent the Buyer from displaying a standardized name plate outside the main door of the Said Flat.
- (t) **No Floor Damage:** not keep any heavy articles or things that are likely to damage the Floors or install and operate any machine or equipment **save** usual home appliances.
- (u) **No Installing Generator:** not install or keep or run any generator in the Said Flat and the Said Parking Space, if any.
- (v) **No Use of Machinery:** not install or operate any machinery or equipment except home appliances.

- (w) **No Misuse of Water:** not misuse or permit to be misused the water supply to the Said Flat.
- (x) **No Damage to Common Portions and Specified Facilities:** not damage the Common Portions and the Specified Facilities in any manner and if such damage is caused by the Buyer and/or family members, invitees or servants of the Buyer, the Buyer shall compensate for the same.
- (y) **No Hanging Clothes:** not hang or cause to be hung clothes from the balconies of the Said Flat.

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

11.1.12 **No Objection to Construction:** Notwithstanding anything contained in this Agreement, the Buyer has accepted the scheme of the Developer to construct/develop the Said Complex in phases and to construct on other portions of the Said Property and hence the Buyer has no objection to the continuance of construction in the other portions of the the Said Complex, even after the Date Of Possession Notice. The Buyer shall not raise any objection to any inconvenience that may be suffered by the Buyer due to and arising out of the said construction/development activity.

11.1.13 **No Right in Other Areas: Save and except** the Easement Rights, the Buyer shall not have any right in the other portions of the the Said Complex and the Buyer shall not raise any dispute or make any claim with regard to the Developer either constructing or not constructing on the said other portions of the the Said Complex.

11.1.14 **Roof Rights:** A demarcated portion of the top roof of the Said Building shall remain common to all Intending Buyers of the Said Building (**Common Roof**) and all common installations such as water tank and lift machine room shall be situated in the Common Roof and the balance of the top roof of the Said Building shall belong to the Developer with right of exclusive transfer and the Buyer specifically agrees not to do any act which prevents or hinders such transfer. Notwithstanding the demarcation of the top roof of the Said Building as aforesaid, the Developer 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 which prevents or hinders such construction. After such construction, the roof above such construction shall again have a Common Roof for common use of all Intending Buyers of the Said Building.

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

- 11.2.1 **Completion of Transfer:** The transfer of the Said Flat And Appurtenances shall be completed by the Owner and the Developer by executing conveyance in favour of the Buyer provided the Buyer pays all amounts required for the same.
- 11.2.2 **Notification Regarding Encumbrance:** The Project has been mortgaged with _____ N.A. _____, for obtaining construction loan. Any consideration received against this project should be deposited to escrow account namely _____ N.A. _____ escrow account. In regard of the same, No Objection Certificate required by the Buyer with respect to the Said Flat and Appurtenances for taking any loan to buy the same from any Bank or Financial Organization, will be provided by the Developer subject to the Buyer fulfilling all terms, conditions, obligations of this Agreement. The Owner and the Developer will also keep the Buyer indemnified against any claim arising from the same against the Buyer.
- 11.2.3 **Documentation for Loan:** The Developer shall provide to the Buyer all available documents so that the Buyer may get loan from banks and financial institutions.

Not applicable for the time being

12. Termination and its Effect

- 12.1 **Breach of Buyer's Covenants:** In the event the Buyer (1) fails to make payment of any part or portion of the Total Price, Extras and other charges, or (2) neglects or fails to perform the Buyer's Covenants and/or the obligations on the part of the Buyer to be performed in terms of this Agreement, this Agreement shall, at the option of the Developer, stand cancelled and/or rescinded, upon which the Developer shall refund to the Buyer all payments received till that date, without any interest, after deducting 10% (ten percent) of the Total Price. In the event the Developer condones the delay of any payment due under this Agreement, the Buyer shall be liable to pay interest @ 12% (twelve percent) per annum or part thereof (compoundable monthly), for the period of delay, computed from the date the payment became due till the date of payment. However, such right to condone is exclusively vested in the Developer and the Buyer shall not be entitled to claim the same as a matter of right.
- 12.2 **Breach of Owner's And Developer's Covenants:** Without prejudice to the provisions of Clause 9.5 above, in the event the Owner and/or the Developer fail and/or neglect to perform any of the Owner's And Developer's Covenants, this Agreement shall, at the option of the Buyer, stand cancelled and/or rescinded, upon which the Developer shall refund to the Buyer all payments received till that date. In the event the Developer delays in handing over possession of the Said Flat to the Buyer beyond the Completion Date and the Extended Period or the period required beyond the Extended Period due to circumstances mentioned in Clause 9.5 above, the Developer shall pay to the Buyer interest @ 12% (twelve percent) per annum.
- 12.3 **Effect:** Upon termination of this Agreement due to any of the circumstances mentioned in Clauses 12.1 and 12.2 above, the Buyer shall not be entitled to claim any right, title and interest (either equitable or otherwise) over and in respect of the Said Flat And

Appurtenances and/or the Said Building and/or the Said Complex and/or the Said Property or any part or portion thereof and the Buyer shall further not be entitled to claim any charge on the Said Flat And Appurtenances and/or any part or portion thereof, in any manner whatsoever. 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 the Developer being made liable for payment of any tax (excepting Income Tax and GST, if any, levied in regard to the Development Agreement) duty, levy or any other liability under any statute or law for the time being in force or enforced in future (such as GST, Works Contract Tax, Value Added Tax or any other tax and imposition levied by the State Government, Central Government or any other authority or body) or if the Owner and/or the Developer are advised by their consultant that the Owner and/or Developer are liable or shall be made liable for payment of any such tax, duty, levy or other liability on account of the Owner and/or Developer 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, duty, levy or other liability and hereby indemnifies and agrees to keep the Owner and/or the Developer indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. The taxes, duties, levies or other liabilities so imposed or estimated by the Owner's and/or Developer'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 24 (twenty four) 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. The same is to be governed by the directives of the regulatory authority as notified from time to time. If directed by the Architect, the Developer shall, at its own costs, remove such defects. This will however not entitle the Buyer to refuse to take possession and continue to pay maintenance charges as per bills raised by the Seller or any other person authorized to do so by the Seller, 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.

15. Association and Rules

- 15.1 **Rules of Use:** The Said Flat And Appurtenances shall be held by the Buyer subject to such rules and regulations as may be made applicable by the Association from time to time.
- 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 the Association.
16. **Force Majeure**
- 16.1 **Circumstances Of Force Majeure:** The Developer shall not be held responsible for any consequences or liabilities under this Agreement if the Developer is prevented in meeting the obligations under this Agreement by reason of contingencies caused by neither of the Parties and unforeseen occurrences 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) riots (9) non availability or reduced availability of building materials and strike by material suppliers, transporters, contractors, workers and employees (10) delay on account of receiving statutory permissions (11) delay in the grant of electricity, water, sewerage and drainage connection or any other permission or sanction by the Government or any statutory authority (12) any notice, order of injunction, litigation, attachments, etc. and (13) 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 (collectively **Circumstances Of Force Majeure**).
- 16.2 **No Default:** The Developer shall not be deemed to have defaulted in the performance of the Developer's contractual obligations whilst the performance thereof is prevented by Circumstances Of Force Majeure mentioned above 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 which 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. Any outstanding regulatory compliances/permits shall be duly complied with and obtained by the concerned Party and all rights of such Party shall be subject to the same.
- 17.6 **Right of Possession:** The right of possession of the Buyer in respect of the Said Flat And Appurtenances shall arise only upon the Buyer fulfilling all obligations as are contained in this Agreement.
- 17.7 **Nomination by Buyer with Consent:** The Buyer admits and accepts that before the execution and registration of conveyance deed 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 on payment of 1% (one percent) of the market price prevailing at that time (to be determined by the Developer) as nomination charge to the Developer **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:
- 17.7.1 **Buyer to Make Due Payments:** The Buyer shall make payment of all dues of the Developer in terms of this Agreement, up to the time of nomination.
- 17.7.2 **Lock-in Period:** The Buyer shall not nominate his/her/their right to the Said Flat before completion of 18 (eighteen) months from the date of execution of the Agreement for Sale.
- 17.7.3 **Written Permission of Developer:** The Buyer shall obtain prior written permission of the Developer and the Buyer and the nominee shall be bound to enter into a tripartite agreement with the Owner and the Developer.
- 17.7.4 **Additional Legal Fee:** The Buyer shall pay an additional legal fee of Rs10,000/- (Rupees ten thousand) to the Legal Advisors towards the tripartite Nomination Agreement.
- 17.7.5 **No Nomination Charges for Parent, Spouse and Children:** **Subject to** the approval and acceptance of the Developer **and subject to** the above conditions, the Buyer shall be entitled to nominate, assign and/or transfer the Buyer's right, title, interest and obligations under this Agreement to parent, spouse and children without payment of the aforesaid nomination charge.

The Buyer admits and accepts that the Buyer shall not nominate or assign the rights under this Agreement **save** in the manner indicated above.

- 17.8 **Entire Agreement:** This Agreement constitutes the entire understanding between the Parties and supersedes the terms and conditions whatever agreed between the Parties prior to execution of this Agreement but does not supersede any document contemporaneously entered into between the Parties.
- 17.9 **Counterparts:** This Agreement is being executed simultaneously in counterparts and each copy shall be deemed to be an original and both copies shall together constitute one instrument and agreement between the Parties. One copy shall be retained by the Buyer and another by the Developer.
- 17.10 **Amendments/Modifications:** No amendments or modifications of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties.
- 17.11 **Reservation of Rights:** No forbearance, indulgence, relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision.
- 17.12 **Waiver:** Any term or condition of this Agreement may be waived at any time by the Party who is entitled to the benefit thereof. Such waiver must be in writing and must be executed by the Party or an authorized agent of the Party. A waiver on one occasion will not be deemed to be waiver on a future occasion. Omission or delay on the part of either Party to require due and punctual performance of any obligation by the other Party shall not constitute a waiver of such obligation and it shall not in any manner constitute a continuing waiver and/or as a waiver of other breaches of the same or other obligations hereunder or as a waiver of any right or remedy that the Party may otherwise have in law or in equity.
- 17.13 **No Agency:** The Parties are entering into this Agreement on principal-to-principal basis and nothing contained herein shall make the Parties agents of each other.

18. Notice

- 18.1 **Mode of Service:** Notices under this Agreement shall be served by email or by messenger or by registered post/speed post with acknowledgment due at the above mentioned addresses of the Parties, unless the addresses are changed by prior intimation in writing.

Such service shall be deemed to have been effected (1) on the date of delivery, if sent by email/messenger and (2) on the 4th day of handing over of the cover to the postal authorities, if sent by registered post/speed post, irrespective of refusal to accept service by the Parties. The Developer shall give notices on behalf of the Owner.

19. Dispute Resolution

19.1 **Disputes:** Disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (excepting disputes which are to be expressly referred to and resolved by the Architect) (collectively **Disputes**) shall be referred to the Arbitral Tribunal described in Clause 19.1.1 below and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996, with modifications made from time to time. In this regard, the Parties irrevocably agree that:

19.1.1 **Constitution of Arbitral Tribunal:** The Arbitral Tribunal shall consist of 1 (one) arbitrator, who shall be an Advocate, to be nominated by the Legal Advisors.

19.1.2 **Place:** The place of arbitration shall be Kolkata only.

19.1.3 **Language:** The language of arbitration shall be English.

19.1.4 **Binding Effect:** The Arbitral Tribunal shall have summary powers and be entitled to give interim awards/directions regarding the Disputes and shall further be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The interim/final award of the Arbitral Tribunal shall be binding on the Parties.

19.2 **No Legal Proceeding without Recourse to Arbitration:** The Parties shall not commence legal proceedings or have any receiver appointed over the Said Flat And Appurtenances and/or the Said Building/Said Property without first referring the matter to arbitration and till the Arbitral Tribunal has given its direction/award.

20. Jurisdiction

20.1 **District Judge and High Court:** In connection with the aforesaid arbitration proceeding, only the District Judge, South 24 Parganas District and the High Court at Calcutta shall have jurisdiction to entertain and try all actions and proceedings.

21. Rules of Interpretation

21.1 **Number and Gender:** Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa. Words denoting any gender include other genders.

- 21.2 **Headings:** The headings in this Agreement are inserted for convenience only and shall be ignored in construing the provisions of this Agreement.
- 21.3 **Schedules and Plans:** Schedules and Plans appended to this Agreement form a part of this Agreement and shall always be taken into consideration for interpreting the complete understanding between the Parties. Any reference to a schedule or plan is a reference to a schedule or plan to this Agreement.
- 21.4 **Definitions:** In this Agreement, words have been defined by putting them within brackets and printing them in bold. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.
- 21.5 **Documents:** A reference to a document includes an amendment or supplement or replacement or novation of that document.
- 21.6 **Successors:** A reference to a Party includes that Party's successors and permitted assigns.
- 21.7 **Statutes:** Any reference to a statute, statutory provision or subordinate legislation shall include its amendment, modification, consolidation, re-enactment or replacement as enforced from time to time, whether before or after the date of this Agreement.

1st Schedule
Part I
(Said Property)

Land measuring 87 (eighty seven) *cottah*, more or less, situate, lying at and being Municipal Premises No. 73, Diamond Harbour Road, Post Office Behala, Kolkata-700104, Police Station Thakurpukur (previously Behala), within Ward No. 144 of Kolkata Municipal Corporation, comprised in L.R. *Dag* Nos. 649, 650, 650/997, 650/998, 651, 652, 653 and 654, recorded in L.R. *Khatian* No. 2605, *Mouza* Joka, J.L. No. 21, Sub-Registration District Behala, District South 24 Parganas, delineated on the **Plan A** annexed hereto and bordered in color **Red** thereon and butted and bounded as follows:

- On the North** : By Embankment Road
- On the East** : By Narayani Studios
- On the South** : By Indian Institute of Management and vacant plot
- On the West** : By Diamond Harbour Road

Part II
(Devolution of Title)

1. **Ownership of Lawrence Chemical & Engineering Co. Private Limited:** By a Deed of Conveyance dated 12th July, 2002 (**Said Deed**), registered in the Office of the Additional Registrar of Assurances I, Calcutta, in Book No. I, being No. 5041 for the year 2002, Excel Frits & Colours Limited (formerly known as Ferro Coatings & Colours Limited) sold, conveyed and transferred the entirety of the Said Property to Lawrence Chemical & Engineering Co. Private Limited (presently known as Rajat Gateway LLP), free from all encumbrances. Thus, Lawrence Chemical & Engineering Co. Private Limited (presently known as Rajat Gateway LLP) [Owner herein] became the sole and absolute owner of the Said Property.
2. **Loss of Said Deed:** Inadvertently the original of the Said Deed along with other documents with regard to the Said Property got misplaced by one of the employee of the Owner i.e. Lawrence Chemical & Engineering Co. Private Limited (presently known as Rajat Gateway LLP) [Owner herein].
3. **General Diary & Paper Publication:** Lawrence Chemical & Engineering Co. Private Limited (presently known as Rajat Gateway LLP) [Owner herein] for the above loss of original of the Said Deed and the other documents lodged a report with Bhowanipore Police Station which was registered as G.D.E. No. 1487 dated 15th July, 2009. In this regard Lawrence Chemical & Engineering Co. Private Limited (presently known as Rajat Gateway LLP) [Owner herein] had also issued Public Notices in The Telegraph and Ananda Bazar Patrika, but no claim or objection were raised against the Said Property or the Said Deed or with regard to the other documents.
4. **Deed of Declaration:** By a Deed of Declaration dated 4th November, 2009, registered in the Office of the Additional District Sub-Registrar, Alipore, in Book No. IV, CD Volume No. 5, at Pages 542 to 554, being No. 01832 for the year 2009, Lawrence Chemical & Engineering Co. Private Limited (presently known as Rajat Gateway LLP) [Owner herein] made a declaration with regard to the loss of the Said Deed and other documents with regard to the Said Property.
5. **Change of Name:** The name of Lawrence Chemical & Engineering Co. Private Limited has been changed from Lawrence Chemical & Engineering Co. Private Limited to Rajat Gateway Private Limited on 17th January, 2014 and it has been recorded in the Fresh Certificate of Incorporation issued by the Registrar of Companies.
6. **Mutation:** Rajat Gateway Private Limited [Owner herein] has got its name mutated in the records of the KMC and is paying the taxes regularly.
7. **Absolute Ownership of the Said Property:** In the abovementioned circumstances, the Owner became the sole and absolute owner of the Said Property.
8. **Development Agreement:** By a Development Agreement dated 25th April, 2017, registered in the Office of the Additional Registrar of Assurances I, Kolkata, in Book No. I, Volume No. 1901-2017, at Pages 75941 to 75982, being Deed No. 1901-02471 for the

year 2017 (**Said Development Agreement**), the Owner has appointed the Developer to construct and complete the Said Complex with specific inputs from both the Owner and Developer and on the terms and conditions mentioned therein. In view of the Said Development Agreement the Owner has also granted a General Power of Attorney in favour of the Developer.

9. **Rights of Developer:** Pursuant to the Said Development Agreement and the powers granted therefor, the Developer has the absolute and unhindered right to construct the Said Complex on the Said Property and has also the right to sell areas and spaces to the Intending Buyers within the Said Complex.
10. **Further Change of Name:** The formation of the company i.e. Rajat Gateway Private Limited being the Owner of the Said Premises, has been changed to Rajat Gateway LLP on 11th August, 2017 and it has been recorded in the Fresh Certificate of Incorporation issued by the Registrar of Companies. In view of the change of formation and name of the Owner from Rajat Gateway Private Limited to Rajat Gateway LLP all benefits of Rajat Gateway Private Limited have been transferred to Rajat Gateway LLP.

2nd Schedule

Part I

(Said Flat)

Residential Flat No., Block No. 2, Floor, super built-up area approximately (.....) square feet and built up area approximately (.....) square feet and carpet area approximately (.....) square feet, in the Said Building being the proposed building block, forming part of the Said Complex named **Rajat Avante** to be constructed on the Said Property described in the **1st Schedule** above. The layout of the Said Flat is delineated on the **Plan B** annexed hereto and bordered in colour **Green** thereon.

Part II

(Said Parking Space)

The right to park 1 (one) medium sized car in the space in the ground Floor of any block at the ground level of the Said Complex.

Part III

(Said Flat And Appurtenances)

[Subject Matter of this Agreement]

The Said Flat, being the flat described in **Part I** of the **2nd Schedule** above.

The Land Share, being undivided, impartible, proportionate and variable share in the land underneath the Said Building, comprising a part of the Said Property, as be attributable and appurtenant to the Said Flat, subject to the terms and conditions of this Agreement.

The Said Parking Space, being the car/two wheeler parking space/s described in **Part II** of the **2nd Schedule** above, if any.

The Share In Common Portions, being undivided, impartible, proportionate and variable share and/or interest in the Common Portions described in the **3rd Schedule** below, as be attributable and appurtenant to the Said Flat, subject to the terms and conditions of this Agreement.

Easement Rights over the Specified Facilities, being the facilities and amenities which may be provided by the Developer for common benefit and utilization of all or specified portions of the Said Complex, subject to the terms and conditions of this Agreement.

3rd Schedule
(Common Portions)

- Entrance Lobby at the ground level of the Said Building
- Lift machine room(s) (if any) and lift well(s) of the Said Building
- Water supply pipeline in the Said Building
- Wiring, fittings and accessories for lighting of lobbies, staircase(s) and other Common Portions of the Said Building
- Intercom Network in the Said Building
- Transformer and Generator Space.
- Lift(s) and allied machineries in the Said Building
- Common Roof
- CCTV
- Out Door Children play area
- Lobbies on all Floors and staircase(s) of the Said Building
- Water reservoirs/tanks of the Said Building
- Drainage and sewage pipeline in the Said Building
- Electricity meter(s) for common installations and space for their installation
- Network of Cable TV/DTH in the Said Building, if any
- Firefighting system in the Said Building
- External walls and elevations of the Said Building
- Stair Room
- Security Post
- STP

- Out Door Common Toilet
- Club -
 - i) Double Height AC Community Hall with Pantry
 - ii) Double Height well equipped AC Gymnasium
 - iii) Double Height AC Indoor Games Room
 - iv) Cards Room
 - v) Swimming Pool with Changing Room

**4th Schedule
(Specifications)**

Structure:

Earthquake resistant RCC framed structure

Brickwork:

Eco-friendly brickwork with **Autoclaved Aerated Concrete (AAC)** blocks used for better quality, thermal insulation, reduction of damp

Foundation:

Pile foundation for durability and stability

Living Room/ Dining Area:

Flooring:

Vitrified tiles (2x2 feet)

Wall:

POP finish

Ceiling:

POP finish

Main Door:

Flush door with teak finish on the external side

Windows:

Anodized aluminum with clear glazing

Electrical:

Concealed wiring with modular switches of reputed make,
Provision for telephone and television points.
Provision for split AC System including drainage pipe

Balcony:

Door:

Aluminum sliding door with full glazing

Railing:

MS railing

Electrical:

Provision of washing machine point

Bedrooms:

Flooring:

Vitrified tiles (2 x 2 feet)

Wall:

POP finish

Ceiling:

POP finish

Door:

Flush door

Window:

Anodized aluminum with clear glazing

Electrical:

Concealed wiring with modular switches of reputed make,
Provision for television point in master bedroom
Provision for split AC System including drainage pipe

Kitchen:

Flooring: Anti skid ceramic tiles

Wall: POP finish, wall tiles up to 2 (two) feet height on all around wall over kitchen counter

Ceiling: POP finish

Windows: Anodized aluminum with clear glazing

Counter: Granite Slab with a stainless steel sink

Electrical:

Concealed wiring with modular switches of reputed make,
Points for refrigerator, water purifier, microwave and exhaust fan/ chimney

Toilet:

Flooring:

Anti-skid ceramic tiles

Wall:

Ceramic tiles up to door height

Ceiling:

POP finish

Door:

Flush door

Sanitary ware:

Sanitary ware of Hindware/Parryware or equivalent make

CP Fittings:

C P Fittings from Hindware/Parryware or equivalent make

Electrical-

Concealed wiring with modular switches of reputed make,
Provision for light, geyser and exhaust fan points

Lifts:

Automatic 2 (Two) high speed elevators of reputed make plus 1 (One) stretcher lift in each block

Ground Floor Lobby:

Elegant ground floor lift lobby and lift facade

Common Area:

POP with paint finish

Outdoor Finish:

Waterproof acrylic based paint

5th Schedule
(Common Expenses/Maintenance Charges)

1. **Common Utilities:** All charges, costs and deposits for supply, operation and maintenance of common utilities.
2. **Electricity:** All charges for the electricity consumed for the operation of the common lighting, machinery and equipment of the Said Building and the Said Complex and the road network, STP etc.
3. **Association:** Establishment and all other capital and operational expenses of the Association.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions and the Specified Facilities.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Portions and the Specified Facilities [including the exterior or interior (but not inside any Flat) walls of the Said Building] and the road network, STP etc.
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions and the Specified Facilities, including elevators, diesel generator set, changeover switch, pump and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Portions and the Specified Facilities and the road network.
7. **Rates and Taxes:** Municipal Tax, surcharge, Water Tax and other levies in respect of the Said Building and the Said Complex **save** those separately assessed on the Buyer.
8. **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftmen, sweepers, plumbers, electricians, gardeners etc. including their perquisites, bonus and other emoluments and benefits.
9. **Fire Fighting:** Costs of operating and maintaining the fire-fighting equipments and personnel, if any.

22. Execution and Delivery

22.1 In Witness Whereof the Parties have executed and delivered this Agreement on the date mentioned above.

Rajat Gateway LLP

[Authorized Signatory]
[Owner]

Rajat Projects Private Limited

[Authorized Signatory]
[Developer]

[Buyer]

Witnesses:

Signature _____
Name _____
Father's Name _____
Address _____

Signature _____
Name _____
Father's Name _____
Address _____
