

THIS AGREEMENT FOR SALE

MADE THIS __ DAY OF _____, 2018

BETWEEN

SWADHA NIRMAN PRIVATE LIMITED & ORS.

..... OWNERS

AND

BADU ROAD DEVELOPERS LLP

..... DEVELOPER

AND

..... PURCHASER

For Apartment Details

Project Name	Cluster	Block	Floor	Unit No.	SBU Area (sft)	Car Park
MAJHERGAON	—	—	—	—	—	—

This AGREEMENT TO SALE (“Agreement”) is entered into on this ___ day of _____ 2018.

BY AND BETWEEN:

(1) SWADHA NIRMAN PRIVATE LIMITED, (PAN: AAJCS6291H),(CIN: U70101WB2005PTC105152) (2) TANUJ PROPERTIES PRIVATE LIMITED (PAN: AACCT4910B),(CIN: U70101WB2006PTC111151) a company incorporated under the Companies Act, 1956 having its registered office at P-2, CIT Road, Scheme No. VI M, 2nd floor, Kolkata – 700 001, P.O. - Park Street, P.S. - Park Street, District Kolkata, **(3) KUHU PROPERTIES PRIVATE LIMITED (PAN: AACCK8128Q), (CIN: U70101WB2006PTC109148) (4) NIKKU ENCLAVE PRIVATE LIMITED (PAN: AACCN3414A),(CIN: U70101WB2006PTC111152)** both companies incorporated under the Companies Act, 1956 having their respective registered offices at 7, B.B.Ganguly Street, 3rd floor, Kolkata – 700 012 P.O. – Bow Bazar, P.S. – Bow Bazar, District Kolkata, **(5) TIRUPATI ASHRAY PRIVATE LIMITED (PAN: AACCT9993J),(CIN: U70101WB2006PTC111155)** the companies incorporated under the Companies Act, 1956 having their respective registered offices at 13, B.B.ganguly Street, 4th floor, Room No. 402, Kolkata – 700 012 P.O.- GPO, P.S.- Hare Street, District Kolkata, **(6) DROLIA BROTHERS HUF (PAN: AABHD4964P)** a Hindu Undivided Family having its office at 228 Bangur Avenue, Block-A, 4th Floor, Flat – 4A, Kolkata – 700055, Police Station - Lake Town, Post Office - Bangur Avenue, District- North 24 Parganas represented. **(7) PAWAN KUMAR PRATUSH KUMAR HUF (PAN: AADHP0645R)** of P-2, CIT Road, Scheme VIM, Kolkata – 700 054 P.O.- Phool bagan, P.S.- Kankurgachi District- South 24 Parganas. **(8) TIRUMALA NIWAS PRIVATE LIMITED (PAN: AACCT5195N),(CIN: U70101WB2006PTC111154)** the company incorporated under the Companies Act, 1956 having its registered office at 13, B.B.Ganguly Street, 4th floor, Room No. 402, Kolkata – 700 012, **(9) EMBLEM TRADELINK PRIVATE LIMITED (PAN: AABCE9161A),(CIN: U51109WB2008PTC122767)** a company incorporated under the Companies Act, 1956 having its registered offices at 37A, Bentinck Street, 3rd floor, Room No.314, Kolkata – 700 069, P.S.- Hare Street, P.O.- Dharmtala, District Kolkata, **(10) SHUBHKAMNA EXPORTS INDIA PRIVATE LIMITED (PAN: AAJCS0034Q),(CIN: U51909WB2004PTC098102)** the company incorporated under the Companies Act, 1956 having its registered offices at 37A, Bentinck Street, 3rd floor, Room No.314, Kolkata – 700 069 P.O.- Dharmtala, P.S.- Hare Street,

District Kolkata, (11) **NK DISTRIBUTORS PRIVATE LIMITED** (PAN: AADCB0330N),(CIN: U51109WB2007PTC112531) a company incorporated under the Companies Act, 1956 having its registered offices at G-501, Block-DC, City Centre, Salt Lake, Kolkata – 700 064, (12) **SARAF SILK EXPORTS PRIVATE LIMITED** (PAN: AADCS6803M),(CIN: U30000WB1995PTC073978) (13) **PACIFIC PORTFOLIO FUND PRIVATE LIMITED** (PAN: AABCP7185P),(CIN: U67120WB1994PTC066837) both the companies incorporated under the Companies Act, 1956 having their respective registered offices at 37A, Bentinck Street, 3rd floor, Room No.314, Kolkata – 700 069, P.O.- Dharmatala, P.S.- Hare Street, (14) **GENIUS DEALCOM PRIVATE LIMITED**(PAN:AADCG7193G),(CIN: U51101WB2010PTC143878), (15) **NK TRACOM PRIVATE LIMITED** (PAN: AADCN0847Q),(CIN: U74900WB2009PTC138537) (16) **NK ENTERPRISES PRIVATE LIMITED** (PAN: AADCN0882F),(CIN: U74900WB2009PTC138534), (17) **SUPERDEAL DEVELOPERS ADVISORY PVT. LTD.** (PAN: AAOCS5157P),(CIN: U74140WB2010PTC151252), (18) **PLAZMA DISTRIBUTORS PVT. LTD.** (PAN:AAGCP0421R), (CIN: U51909WB2011PTC161199) Serial Nos. 14 to 18 all the companies incorporated under the Companies Act, 1956 having their respective registered offices at 37A, Bentinck Street, 3rd floor, Room No.314, Kolkata – 700 069 P.O.- Dharmatala, P.S.- Hare Street, District Kolkata, (19) **NIDHI VYAPAAR PRIVATE LIMITED**(PAN: AACCN5252C),(CIN: U51909WB2007PTC115758) the companies incorporated under the Companies Act, 1956 having their respective registered offices at 2, Ganesh Chandra Avenue, 2nd floor, Room No.2A, Kolkata – 700 013, P.O.- Dharmatala, P.S.- Bowbazar, District Kolkata, (20) **SYNERGY COMMODEAL PRIVATE LIMITED** (PAN:AALCS0987N) the companies incorporated under the Companies Act, 1956 having their respective registered offices at 2, Ganesh Chandra Avenue, 2nd floor, Room No.2A, Kolkata – 700 013, P.O.- Dharmatala, P.S.- Bowbazar, District Kolkata, (CIN:U52100WB2007PTC117397) (21) **MAXIMUM MERCHANDISE PRIVATE LIMITED** (PAN:AAFCEM2399N),(CIN: U51909WB2007PTC118735) the companies incorporated under the Companies Act, 1956 having their respective registered offices at 2, Ganesh Chandra Avenue, 2nd floor, Room No.2A, Kolkata – 700 013, P.O.- Dharmatala, P.S.- Bowbazar, District Kolkata, (22) **BLUEROSE TIE UP PRIVATE LIMITED** (PAN: AAECB5712D),(CIN: U51909WB2011PTC161217) the company incorporated under the Companies Act, 1956 having its registered offices at 1B, Ramlochan Mullick Street, Kolkata-700 073 P.O.- Chittaranjan Avenue, P.S.- Jorasanko, District Kolkata, (23) **TOPLINK DEVELOPERS CONSULTANCY PVT. LTD.** (PAN: AADCT5284F), (CIN: U74140WB2010PTC151253) the company incorporated under the Companies Act, 1956 having his respective registered offices at G-501, City Centre, DC Block, 5th floor, Salt lake, Kolkata-700 064 P.O.- Salt Lake, P.S.- Bidhan Nagar, District- North 24 Parganas (24) **DREAMVIEW AGENCIES PRIVATE LIMITED** (PAN: AADCD8597P),(CIN: U51909WB2011PTC161223) the companies incorporated under the Companies Act, 1956 having its respective registered offices at 1B, Ramlochan Mullick Street, Kolkata – 700 073 P.O.- Chittaranjan Avenue, P.S.- Jorasanko, District Kolkata, (25) **QUEEN TIE UP PRIVATE LIMITED** (PAN: AAACQ1691G),(CIN: U51109WB2008PTC122768) the company incorporated under the Companies Act, 1956 having their respective registered offices at 37A, Bentinck Street, 3rd floor, Room No.314, Kolkata – 700 069 P.O.- Dharmatala, P.S. - Hare Street, District Kolkata, (26) **DHANKUBER COMPLEX PRIVATE LIMITED** (PAN: AADCP7281Q),(CIN: U45300WB2005PTC105624), (27) **ENERGETIC VINTRADE PRIVATE LIMITED** (PAN: AACCC7101M),(CIN: U51109WB2005PTC105619)both the companies incorporated under the Companies Act, 1956 having his respective registered offices at 85, Matcalfe Street, Kolkata – 700 013, P.O.- Ganesh Chandra Avenue, P.S.- Bowbazar, District Kolkata, (28) **JEEVANJYOTI INFOTECH PRIVATE LIMITED** (PAN:AABCI4413R),(CIN: U72200WB2005PTC105555 the company incorporated under the Companies Act, 1956 having his respective registered offices at 8/1, Princep Street, 3rd floor, Kolkata – 700 072, P.O.- Dharmatala, P.S.- Bowbazar, District Kolkata, (29) **UNICORN DEALTRADE PRIVATE LIMITED** (PAN: AAFC44866J),(CIN: U51109WB2005PTC105618) the company incorporated under the Companies Act, 1956 having its respective registered offices at 60, Bentinck Street, 4th floor, Kolkata – 700 069, (30) **FRONTLINE DEALCOMM PRIVATE LIMITED** (PAN: AACCN2128B),(CIN: U51109WB2005PTC105950) the company incorporated under the Companies Act, 1956 having its respective

registered offices at 8/1, Princep Street, 3rd floor, Kolkata – 700 072, P.O. Dharmatala, P.S. Bowbazar District Kolkata, (31) **INDIGO PROJECTS PRIVATE LTD.** (PAN: AABCI8687B),(CIN: U45400WB2008PTC121822) the company incorporated under the Companies Act, 1956 having its respective registered offices at 25, R.N.Mukherjee Road, 3rd floor, Suit No. ‘A’, Kolkata-700 001, P.O.- R. N. Mukherjee Road, P.S. Hare Street District Kolkata, (32) **KAILASH KUMAR ROONGTA HUF** (PAN: AACHK5148P) a Hindu Undivided Family having its office at 25, R. N. Mukherjee Road, Suite No. F, 4th floor, Kolkata - 700 001, Police Station - Hare Street, Post Office R. N. Mukherjee Road, District- Kolkata. (33) **SHREESIDHI DEALCOMM PRIVATE LIMITED**(PAN: AAKCS5438B),(CIN: U51109WB2007PTC112901) the company incorporated under the Companies Act, 1956 having its respective registered offices at 25, R.N.Mukherjee Road, 3rd floor, Suit No. ‘A’Kolkata-700 001, P.O.- R. N. Mukherjee Road, P.S. Hare Street, District Kolkata, (34) **RUPAK TRADING PRIVATE LIMITED**(PAN: (AABCR2787D),(CIN: U52321WB1996PTC076999) the company incorporated under the Companies Act, 1956 having its respective registered offices at 63, Radha Bazar Street, 3rd floor, Room No. 29, Kolkata-700 001, P.O. GPO, P.S. Hare Street, District Kolkata, (35) **PUSHPA DEVI DROLIA** (PAN: ACQPD4305B), daughter of Madan Lal Lachhirkamka, by Nationality- Indian, by Religion - Hindu, by Occupation – house wife, presently residing at 183, Bangur Avenue, Block-B, P.S.-Lake Town, Kolkata-700 055 P.O. Bangur Avenue, P.S. Lake Town, District- North 24 Parganas, (36) **VINEET DROLIA** (PAN: ALWPD7178D) son of Parmanand Drolia, by Nationality- Indian, by Religion - Hindu, by Occupation - Business, presently residing at 183, Bangur Avenue, Block-B, P.S.-Lake Town, Kolkata-700 055, P.O. Bangur Avenue, P.S. Lake Town, District- North 24 Parganas, (37) **BINOD KUMAR DROLIA** (PAN: ACSPD8375K) son of Govind Ram Drolia by Nationality- Indian, by Religion - Hindu, by Occupation - Business, (38) **SUSHILA DROLIA** (PAN: ADRPD2978A) daughter of Jagdish Prasad Poddar by Nationality- Indian, by Religion - Hindu, by Occupation - Business, both residing at “Satya Niket”, BC-260, Sector-I, Salt Lake, Kolkata-700 064 P.O. C.C. Block Salt Lake, P.S. Bidhan Nagar District- North 24 Parganas, (39) **NIKUNJ DROLIA** (PAN: AIHPD2302F)son of Pramod Kumar Drolia by Nationality- Indian, by Religion - Hindu, by Occupation - Business, (40) **TANUJ DROLIA** (PAN: ALBPD0218K) son of Bimal Kumar Drolia by Nationality- Indian, by Religion - Hindu, by Occupation - Business, both residing at “Maruti Sadan”, 12,Dover Park, 3rd floor, Flat No.4B,Kolkata-700 019 P.O. Ballygunge, P.S. Ballygunge, District- South 24 Parganas (41) **PRATUSH DROLIA** (PAN:ALCPD1694E) son of Pawan Kumar Drolia by Nationality- Indian, by Religion - Hindu, by Occupation - Business, residing at P-2, CIT Road, Scheme VI M, Kankurgachi, Kolkata-700 064 P.O. Kankurgachi, P.S. Phool Bagan, District- South 24 Parganas (42) **SANTOSH KUMAR ROONGTA** (PAN: ADDPR5812P) son of Late Jugal Kishore Roongta, by Nationality- Indian, by Religion - Hindu, by Occupation - Business, presently residing at AD-29, salt Lake City, Sector-I, Kolkata-70064 P.O. C.C. Block, Salt Lake, P.S. Bidhan Nagar (NORTH), District- North 24 Parganas, (43) **SANTOSH KUMAR ROONGTA HUF**(PAN: AAFHS3891E) a Hindu Undivided Family having its office at 25, R. N. Mukherjee Lane, Suit-F, 4th floor, Kolkata-700 001, P.O. -R. N. Mukherjee Road, P.S. Hare Street, District Kolkata, (44) **SUBHASH KUMAR ROONGTA**(PAN: ADEPR0760M), son of Late Jugal Kishore Roongta, by Nationality- Indian, by Religion - Hindu, by Occupation - Business, presently residing at AD-29, Salt Lake City, Sector-I, Salt Lake City, Kolkata-700 064 P.O. C.C. Block, Salt Lake, P.S. Bidhan Nagar (NORTH), District- North 24 Parganas, (45) **SUBHASH KUMAR ROONGTA HUF** (PAN: AAFHS3450M), a Hindu Undivided Family having its office at 25, R. N. Mukherjee Road, 4th Floor, Suite - F, Kolkata – 700001, Police Station - Hare Street, Post Office - R. N. Mukherjee Road, District- Kolkata. (46) **KAILASH KUMAR ROONGTA** (PAN: ACIPR3837J) son of Late Jugal Kishore Roongta, by Nationality- Indian, by Religion - Hindu, by Occupation - Business, (47) **HEMLATA ROONGTA**(PAN: ADDPR5808F) daughter of Balkrishan Maheswari, by Nationality- Indian, by Religion - Hindu, by Occupation - Business, (48) **SHREY ROONGTA**(PAN: ADNPR4012R) son of Kailash Kumar Roongta by Nationality- Indian, by Religion - Hindu, by Occupation - Business,

(49) **KIRAN ROONGTA(PAN: ADMPR6723J)** daughter of Shyam Sundar Poddar by Nationality- Indian, by Religion - Hindu, by Occupation - Business, (50) **BELA ROONGTA(PAN: ADOPR8481R)** daughter of Jugal Kishore Saraf by Nationality- Indian, by Religion - Hindu, by Occupation - Business, (51) **ANITA ROONGTA(PAN: ADIPR1963N)** daughter of Bishwanath Kedia by Nationality- Indian, by Religion - Hindu, by Occupation - Business, (52) **RUCHI ROONGTA (PAN: ACHPC6272B)** daughter of Bimal Kumar Choudhary by Nationality- Indian, by Religion - Hindu, by Occupation - Business, (53) **MOHANLAL ROONGTA(PAN: ACQPR4029N)** son of Deoki Nandan Roongta by Nationality- Indian, by Religion - Hindu, by Occupation - Business, (54) **RAJESH ROONGTA(PAN: ADEPR0962R)** son of Om Prakash Roongta by Nationality- Indian, by Religion - Hindu, by Occupation - Business, (55) **RAKESH ROONGTA(PAN: ADEPR1898J)** son of Om Prakash Roongta by Nationality- Indian, by Religion - Hindu, by Occupation - Business, (56) **JYOTI ROONGTA(PAN: ADJPR8090H)** daughter of Shyam Sundar Choudhary by Nationality- Indian, by Religion - Hindu, by Occupation - Business, **Serial Nos. 55 and 56** both residing of AD-29, Salt lake City, Sector-1, Kolkata-700 064, P.O.- C.C. Block, Salt Lake,, P.S.- Bidhan Nagar (NORTH), District- North 24 Parganas presently residing at 903, Pushkar Tower, Judges Bunglow Road, Bodakdev, Ahemdabad – 3800 064, (57) **ABHISHEK ROONGTA (PAN: AHZPR6983P)** son of Subhash Kumar Roongta by Nationality- Indian, by Religion - Hindu, by Occupation - Business, (58) **ADITI BAJAJ(PAN: ALTPR7779M)** daughter of Subhash Kumar Roongta by Nationality- Indian, by Religion - Hindu, by Occupation - Business, (59) **PUSHPA ROONGTA(PAN: AGGPR2021N)** daughter of Desh Bhakt Bhawsingka, by Nationality- Indian, by Religion - Hindu, by Occupation - Business, **Serial Nos. 46 to 54 and serial Nos. 57 to 59** all their residing at AD-29, Salt Lake City, Sector-1, Kolkata- 700 064 P.O. C.C. Block, Salt Lake, P.S. Bidhan Nagar (NORTH), District- North 24 Parganas

(60) **JUGAL KISHORE ROONGTA HUF (PAN: AADHJ7626Q)** of 25 R.N.Mukherjee Road, 4th floor, Suit-F, Police Station - Hare Street, Post Office - R. N. Mukherjee Road, District- Kolkata. Kolkata-700 001, (61) **MOHANLAL ROONGTA HUF(PAN: AAMHM5877M)** a Hindu Undivided Family having its office at 25, R. N. Mukherjee Lane, Suit-F, 4th floor, Kolkata-700 001 P.O. R. N. Mukherjee Road, P.S. Hare Street, (62) **RAJESH ROONGTA HUF(PAN: AAHR6153G)** a Hindu Undivided Family having its office at 25, R.N.Mukherjee Road, Suit-F, 4th floor, Kolkata – 700 001 P.O. R.N.Mukherjee Road, P.S. Hare Street (63) **PAWAN KUMAR DROLIA(PAN: ADEPD5688C)** son of Late Sawal Ram Drolia by Nationality- Indian, by Religion - Hindu, by Occupation - Business, (64) **SUNITA DROLIA(PAN: ADPPD3502Q)** wife of Pawan Kumar Drolia by Nationality- Indian, by Religion - Hindu, by Occupation - house wife, both the persons detailed in **Serial Nos. 61 and 62** herein above respectively residing at P-2, CIT Road, 2nd Floor, Scheme – VIM, Kolkata – 700054, Police Station - Phool Bagan, Post Office - Kankurgachi, District- South 24 Parganas.

(65) **SHARWAN KUMAR DROLIA(PAN: ADVPD8756C)** son of Late Sawal Ram Drolia by Nationality- Indian, by Religion - Hindu, by Occupation - Business, residing at “Manjushree Apartment”, 24G, Sura Third Lane, 3rd floor, Kolkata – 700 010 P.O. Beliaghata, P.S. Nandi House, Beliaghata, District- South 24 Parganas, (66) **ADESH SARAF(PAN: AVFPS7352H)** son of Mukesh Saraf by Nationality- Indian, by Religion - Hindu, by Occupation - Business, residing at 45, Hazra Road, 4th floor, Kolkata – 700 019 P.O. Ballygunge, P.S. Ballygunge, District- South 24 Parganas, (67) **SUSHIL KUMAR KAJARIA (PAN: AYLPK6455E)** son of Late Ram Avtar Kajaria by Nationality- Indian, by Religion - Hindu, by Occupation - Business,

(68) **ASHISH KAJARIA (PAN: AJEPK0498H)** son of Sushil Kumar Kajaria by Nationality- Indian, by Religion - Hindu, by Occupation - Business, (69) **SITA KAJARIA (PAN: AFGPK6663N)**wife of Sushil Kumar Kajaria by Nationality- Indian, by Religion - Hindu, by Occupation - house wife, **Serial Nos. 67 to 69** all their residing at CL-196, Salt Lake City, Sector-II, Ground Floor, Kolkata – 700 091 P.O. Bidhan Nagar Sech Bhavan, P.S. Bidhan Nagar East, District- North 24 Parganas, (70) **SUSHIL KUMAR KAJARIA HUF (PAN: AAJHS3232B)** a Hindu Undivided Family having its office at 30, Madan Chatterjee Lane, Kolkata – 700 007 (71) **SHRADHA AGARWAL(PAN: ALBPP7143H)** daughter of Sushil Kumar Poddar by Nationality- Indian, by Religion - Hindu, by Occupation - Business, (72) **RAUSHAN AGARWAL (PAN: AGAPA5265D)** son of Vijay Kumar Agarwal by Nationality- Indian, by Religion - Hindu, by Occupation - Business, **Serial Nos. 71 and 72** both are residing at P-

204B, Lake Town, Block-B, P.S.- lake Town, Kolkata- 700 089 P.O. Lake Town, P.S. Lake Town, District- North 24 Parganas, (73) **SMT. SUDHA AGARWAL (PAN: ADEPA0099A)** wife of Shri Niranjana Kumar Agarwal by Nationality- Indian, by Religion - Hindu, by Occupation - house wife, residing at P-337, Block-A, Lake Town, Kolkata- 700 089 P.O. Lake Town, P.S. Lake Town, District- North 24 Parganas (74) **PARMANANDA DROLIA (PAN ADSPD5139Q)**, Son of Puranmal Drolia, by Nationality- Indian, by Religion - Hindu, by Occupation - Business, presently residing at 183, Bangur Avenue, Block-B, P.S.- Lake Town, Kolkata-700 055 P.O. Bangur Avenue, P.S. Lake Town, District- North 24 Parganas, (75) **SAGAR AWAS PRIVATE LIMITED (PAN NO. AALCS9084Q) (CIN NO.U4500WB2008PTC184088)** a company existing under the Companies Act, 2013, having its registered office at 63, Radha Bazar Street, 3rd Floor, Room. No. T/43, Kolkata – 700 001, Police Station - Hare Street, Post Office - Kolkata - GPO, District- Kolkata. (76) **AASMA VINCOM PRIVATE LIMITED (PAN NO. AAHCA5811B)(CIN NO.U51909WB2009PTC132764)** a company existing under the Companies Act, 2013, having its registered office at: 9/12, Lal Bazar Street, Block – E, 3rd Floor, Room. No. 8A, Police Station - Bowbazar, Post Office - Kolkata-GPO, District- Kolkata. (77) **ESQUIRE IMPEX PRIVATE LIMITED (PAN NO. AAACE3224F)(CIN NO.U51219TN1985PTC043197)** a company existing under the Companies Act, 2013, having its registered office at 141, Choolai High Road, Chennai - 600112, Police Station Periamet, Post Office Choolai, District-Chennai, State of Tamilnadu. (78) **VG SHELTERS PRIVATE LIMITED (PAN NO. AAECV4383J) (CIN NO.U45400WB2008PTC12856)** a company existing under the Companies Act, 2013, having its registered office at 25, R. N. Mukherjee Road, 3rd Floor, Suite – A, Kolkata – 700001, Police Station - Hare Street, Post Office - R. N. Mukherjee Road, District- Kolkata. **Serial Nos. 01 and 78** represented by its Constituted Attorney, BINOD KUMAR DROLIA (**PAN: ACSPD8375K**) son of Govind Ram Drolia by Nationality- Indian, by Religion - Hindu, by Occupation - Business residing at “Satya Niket”, BC-260, Sector-I, Salt Lake, Kolkata-700 064 P.O. C.C. Block Salt Lake, P.S. Bidhan Nagar District- North 24 Parganas hereinafter jointly referred to as the **OWNERS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include in the case of individuals their respective heirs, legal representatives and assigns and in the case of Companies their respective successor and/or successors-in-interest and assigns) of the **FIRST PART**,

AND

BADU ROAD DEVELOPERS LLP, (PAN: AAMFB0532C) a Limited Liability Partnership registered under the Limited Liability Partnership Act 2008 and having its office at 1 Lu-Shun Sarani, Post Office-Chittaranjan Avenue, Police Station-Bowbazar, Kolkata – 700073, District-Kolkata represented by its Designated Partner **MR. CHETAN TODI (PAN: AFTPT0425J) & MR. RISHI TODI (PAN: ABUPT6543N)**, son of Mr. Pawan Kumar Todi, by Nationality- Indian, by Religion - Hindu, by Occupation - Business, residing at 2, Queens Park, Kolkata - 700 019, Police Station Ballygunge, Post Office Ballygunge, District- South 24 Parganas, hereinafter referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its present partners and such other person or persons who may be taken in or admitted for the benefit of the said partnership business their respective heirs executors administrators legal representatives and assigns) of the **SECOND PART**.

AND

_____ (**PAN: _____**), aged about ____ years, son of _____, residing at _____ and _____ (**PAN: _____**), aged about ____ years, wife of ARIJIT CHAKRABORTY, residing at _____ (hereinafter collectively referred to as the “**Purchaser**”, which expression shall unless repugnant to the context or meaning thereof mean and include his/her/their heirs, representatives, successors-in-interest, executors and/or assigns) of the **THIRD PART**;

The “Owners”, the “Developer” and the “Purchaser” are hereinafter individually referred to such or as a “Party”, and collectively as “Parties”.

WHEREAS:

- A. By way of the Devolution of Title, the Owners herein became and are the full and absolute owners of the Said Premises.
- B. In terms of the mutual understanding arrived at between the Owners and the Developer, in lieu of the consideration and on the terms and conditions mutually agreed to and thereafter subsequently recorded in the Development Agreement, the Owners granted in favour of the Developer herein, *inter alia*, the exclusive right to develop and deal with the Said Premises and/or every part and portion thereof and/or the Building and/or every part and portion thereof, and further to receive the consideration in the manner and subject to their mutually agreed terms and conditions.
- C. In pursuance of the aforesaid understanding, the Owners applied to the Barasat and Madhyamgram Municipalities in pursuance whereof the Plan was sanctioned, and thus the Developer has commenced the development of the Project.

The Purchaser being desirous of acquiring the Said Apartment approached the Developer, in pursuance whereof the Owners and the Developer have agreed to grant certain identified rights and interest in respect thereof in favour of the Purchaser, in lieu of the consideration and other amounts stated herein, but subject to compliance and fulfilment by the Purchaser of each of the terms and conditions recorded herein, all to the satisfaction of the Developer.

- D. The Purchaser, being desirous of purchasing an Apartment in the Project “Majhergaon”, applied to The Developer by prescribed **Application Form dated _____ 2018** for booking of the Apartment. The said Application Form shall form part of this Agreement.

ARTICLE I

DEFINITIONS AND INTERPRETATION

- 1.1 In addition to any other terms which are defined in this Agreement, the undernoted terms, shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to each of such terms:

1.1 “**Additional FAR**” shall have the meaning ascribed to such term in Clause 2.1(xiv) of this Agreement.

1.1.1 “**Advocate** shall mean the advocate for the time being appointed by the Developer to *inter alia* draw and prepare all the papers and documents required for and/or in connection with the Said Premises and/or the Project and/or the Building and/or the Said Apartment And Properties Appurtenant Thereto, or such other Person(s), who the Developer may appoint or nominate or designate as the advocate from time to time for any/all of the aforesaid purposes.

1.1.2 “**Agreement**” shall mean this Agreement together with each of the Schedules stated and/or incorporated herein by reference or otherwise, as the case may be, as may be amended in the manner as recorded herein and/or in writing by the Parties from time to time by way of letters and/or supplemental agreements and/or addenda to the Agreement.

1.1.3 “**Apartment**” shall mean a constructed space at the Building and/or Block intended and/or capable of being exclusively enjoyed by a specific Apartment Holder as identified by the Developer.

1.1.4 “**Apartment Holder(s)**” shall mean the various Person(s) to whom/in whose favour the Developer has, for the time being and subject to compliance by such Person of the terms and conditions stipulated by the Developer, all to the satisfaction of the Developer, agreed to transfer the right, title and interest in respect of a specific Apartment, but shall not include a tenant or licensee of such a Person.

1.1.5 “**Architect**” shall mean the architect for the time being appointed by the Developer for the development of the Project or such other Person(s), who the Developer may appoint or nominate or designate as the architect of the Project from time to time.

1.1.6 “**Balcony(ies)/Verandah(s)**” shall mean such constructed area(s)/spaces(s) which are open on 3 (three) sides but covered on the top and which protrude out from an Apartment, which shall form and/or shall be deemed to form an integral part of such Apartment, and the Purchaser shall not be entitled to make any construction thereon unless permitted by the authorities concerned and further subject to the prior written consent of the Developer.

- 1.1.7 “**Building /Blocks**” shall mean the new building/blocks consisting of various self-contained apartments and constructed spaces, proposed to be constructed at the Said Premises.
- 1.1.9 “**Built-Up Area**” shall mean the aggregate of: (i) the Carpet Area of an Apartment, (ii) the area of the Balcony(ies)/Verandah(s) which exclusively comprise a part of an Apartment, and (iii) the niches, elevation, treatment and external walls of an Apartment, all as computed by the Architect.
- 1.1.10 “**Carpet Area**” shall mean the net usable area of an Apartment, excluding the area covered by the external walls, areas under the services’ shafts, and **areas covered by the internal partitions walls.**
- 1.1.10.1 “**Cluster**” shall mean an aggregate of two or more blocks.
- 1.1.11 “**Common Expenses**” shall include each of the undernoted charges, expenses etc. payable proportionately by the Purchaser and the other Apartment Holders, each as determined by the Developer at its sole and absolute discretion, which shall be final, binding and conclusive on all the Apartment Holders including the Purchaser:
- a) all the charges, expenses, fees etc. to be incurred for and/or on behalf of the Apartment Holders for rendition of the Common Purposes; and
 - b) all the Outgoings payable in respect of the Said Premises, the Building and the Commonly Used Areas And Facilities, Recreation Areas; and
 - c) the recurring charges, fees, expenses etc. to be incurred/payable for the smooth operation, running, management, maintenance, upkeep and administration of the several facilities, infrastructure, utilities etc. at the Said Premises and/or the Building/s including but not limited to those comprising a part of the Commonly Used Areas And Facilities including repairs, replacements, improvements etc. thereof; and
 - d) such other charges, expenses etc. as determined by the Developer from time to time; and
 - e) such charges, expenses etc. as stipulated in the **Seventh Schedule** hereunder written.
- 1.1.12 “**Common Purposes**” shall include:
- (a) the maintenance, management, upkeep, administration, protection etc. of the Said Premises, the Building/Blocks and the Recreation Areas and Commonly Used Areas And Facilities; and
 - (b) dealing with and regulating matters of common interest of each of the Apartment Holders and/or the lawful occupants of the respective Apartments relating *inter alia* to their mutual rights and obligations in respect of the Said Premises and the Project, for the use and enjoyment of their respective Apartments, the Commonly Used Areas And Facilities and their respective Apartments; and
 - (c) the collection and disbursement of the Common Expenses; and
 - (d) all other common purposes and/or other matters, issues etc. in which the Purchaser and/or the Apartment Holders and/or the lawful occupants of the Apartments have common interest relating to the Project,

the extent, mode and manner of each of the above to be determined and formulated by the Developer; and
 - (e) the performance and/or discharge of and the performance of such roles, duties, responsibilities and obligations as may be determined by the Developer.
- 1.1.13 “**Commonly Used Areas And Facilities**” shall mean such of the areas, facilities and infrastructure of/at the Said Premises and/or the Building and/or Blocks as may be specifically made available by the Developer for the use and enjoyment of the Apartment Holders and/or the lawful occupants of all the Apartments to access and/or facilitate the use and enjoyment of their concerned Apartment(s), each as specifically determined and/or identified and/or earmarked and/or designated by the Developer and/or altered, modified, changed by the Developer, each at its sole and absolute discretion, and presently intended to comprise of the areas and facilities described in the **Sixth Schedule** hereunder written.
- 1.1.14 “**Completion Certificate**” shall have the meaning ascribed to such term in Clause 5.9 of this Agreement.
- 1.1.15 “**Completion Notice**” shall have the meaning ascribed to such term in Clause 5.7 of this Agreement.
- 1.1.16 “**Consideration Amount**” shall have the meaning ascribed to such term in Clause 4.1 of this Agreement.

- 1.1.17 “**Deposits**” shall mean each of the various/several non-refundable amounts as also the refundable(subject to adjustments)amounts together with the applicable Taxes thereon, payable from time to time by an Apartment Holder including the Purchaser, the frequency, quantum and heads whereof shall be as determined by the Developer from time to time at its sole and absolute discretion, as deposits, sinking funds, corpus deposits etc. *inter alia* for the installation, on-going maintenance and management, upkeep, repairs, replacements and improvements of *inter alia* the electrical infrastructure, the water connections, generator, all facilities serving the Said Premises and the Building, the Commonly Used Areas And Facilities, the Common Expenses and further all other deposits, each as determined by the Developer at its sole and absolute discretion, including but not limited to those stipulated in **Part - I** of the **Eighth Schedule** hereunder written, which will be held by the Developer till the same, as applicable and subject to such deductions/adjustments as may be determined by the Developer, are transferred to the Holding Organisation or are made over to any authority, statutory or otherwise.
- 1.1.18 “**Development Agreement**” shall mean the Agreement dated 30th July, 2014 and the Supplementary Development Agreement dated 21st April 2017 between the Owner and the Developer executed pursuant thereto between the Owner and Developer.
- 1.1.19 “**Devolution of Title**” shall mean the mode and manner in which the right, title and interest in/over the Said Premises devolved upon and/or was acquired by the Owners, as more specifically described in the **Second Schedule** hereunder written.
- 1.1.20 “**Encumbrances**” shall mean any mortgage, charge (whether fixed or floating), pledge, lien, lispendens, hypothecation, assignment, security interest or other encumbrances of any kind, securing or conferring any priority of payment in respect of any obligation of any Person, and shall include without limitation any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security in each case under law.
- 1.1.21 “**Extra Charges**” shall mean the extra amounts to be paid by and/or the reimbursements to be made by an Apartment Holder including the Purchaser to the Developer and/or to the Other Entities(each together with the applicable Taxes)towards any extra charges, generator charges together with the charges and expenses allied/related thereto, charges towards electrical infrastructure, charges/fees towards/in lieu of having sanctioned any deviations in the construction from the sanctioned plan(s) as stipulated in the relevant statute governing the same, legal fees, legal expenses, stamp duty, registration fees etc., each as determined by the Developer at its sole and absolute discretion including but not limited to the amounts, expenses etc. stipulated in **Part - II** of the **Eighth Schedule** hereunder written.
- 1.1.22 “**Facility Management Entity**” shall mean a professional facility management and maintenance entity to be appointed for undertaking and/or rendering such of the Common Purposes as may be determined by the Developer.
- 1.1.23 “**Final Deed**” shall have the meaning ascribed to such term in Clause 14.3 of this Agreement.
- 1.1.24 “**Fit Out/Interior Works**” shall have the meaning ascribed to such term in Clause 5.10 of this Agreement.
- 1.1.25 “**Force Majeure Events**” shall include:-
- i) fire, explosion etc.;
 - ii) natural calamity, earthquake, lightning, floods, environmental issues and other unforeseeable severe weather conditions;
 - iii) any act of God;
 - iv) abnormal increase in the price of building materials;
 - v) non-sanction and/or non-availability and/or irregular and/or delayed supply/availability and/or scarcity of building materials, essential inputs, water, electricity, sewerage disposal, any connection(s) from the concerned authority(ies) etc.;
 - vi) labour unrest, lock-out, strike, slow down, disputes with contractors/construction agencies employed and/or to be employed;
 - vii) local problem(s), local disturbance(s),sabotage, disturbances, insurrection, enemy action, embargoes;
 - viii) war (declared or undeclared), civil commotion, terrorist action, litigation, blockade, bandh, armed conflict, riots, curfew, acts of government;

- ix) any judgment/injunction/interim order and/or any other order of or any restriction(s) imposed by any court of competent jurisdiction and/or by any statutory authority and/or by any Governmental Authority;
 - x) any notice, order, rule or notification of/from/by the government and/or any other public/competent/statutory authority and/or any court and/or the Municipalities and/or any Governmental Authority;
 - xi) delay due to any application under any of the building rules of the Barasat and Madhyamgram Municipalities.
 - xii) temporary or permanent interruption and/or failure of any utilities serving the Project and/or necessary in connection with the development thereof;
 - xiii) delay in decisions/clearances/approvals/connections/permissions from/by any statutory and/or other authorities/bodies and/or any Governmental Authority;
 - xiv) any delay, obstruction or interference whatsoever in the work of construction resulting from any cause which has or may reasonably be expected to have a material adverse effect on the Developer's rights or duties to perform its obligations under this Agreement;
 - xv) any other circumstance beyond the control of the Developer and/or beyond the anticipation of the Developer.
- 1.1.26 **“Governmental Authority”** shall mean: (a) any national, state, city, municipal or local government, governmental authority; and/or (b) any agency or instrumentality of any of the authorities referred to in (a) above; and/or (c) any non-governmental regulatory or administrative authority, body, board or other organization, to the extent that the rules, regulations, standards, requirements, procedures or orders of such authority, body or other organization have the force of law; and/or (d) any competent court or tribunal; and/or (e) any law, rules or regulations making entity, having or purporting to have jurisdiction on behalf of the Government of India or any State or other sub-division thereof or any municipality, district or other sub-division thereof and any other municipal/local authority including but not limited to those having jurisdiction over the Said Premises.
- 1.1.27 **“Holding Organisation”** shall mean the entity to be formed and/or caused to be formed *inter alia* for the Common Purposes and to assume and perform such other roles and obligations as may be determined by the Developer at its sole and absolute discretion, the nature, composition, constituents, structure, manner of governance, administration, functioning, management etc. of which entity shall be determined by the Developer at its sole and absolute discretion, without any objection being raised by the Purchaser and/or any of the Apartment Holders on any ground whatsoever or howsoever, wherein each Apartment shall represent 1 (one) share, irrespective of the number of Persons owning it, and irrespective of the same Person owning more than 1 (one) Apartment.
- 1.1.28 **“Indemnified Parties”** shall mean each of the Owners and the Developer, and the respective directors, shareholders, officers, employees, personnel, members, representatives, servants, agents etc. of each of the Owners and the Developer and their respective successors and assigns.
- 1.1.29 **“Interest”** shall mean the rate of 12% (twelve percent) per annum.
- 1.1.30 **“Outgoings”** shall mean all the municipal rates and taxes, land revenue, assessments, electricity charges (including transmission loss), utility charges and all other outgoings by whatever name called including but not limited to those determined by the Developer at its sole and absolute discretion, which shall be final and binding on all the Apartment Holders including the Purchaser, each together with interest and penalty thereon, if any.
- 1.1.31 **“Outgoings Payment Commencement Date”** shall have the meaning ascribed to such term in Clause 5.15 of this Agreement.
- 1.1.32 **“Other Entities”** shall mean such Person(s) as may be nominated/identified/designated/appointed by the Developer at its sole and absolute discretion.
- 1.1.33 **“Person(s)”** shall mean any individual, proprietorship, enterprise, unincorporated association, body corporate, corporation, company, firm, partnership, limited liability partnership, joint venture, Governmental Authority, trust, hindu undivided family, union, association, or any other entity or organization, and where permitted, such person's permitted successors, permitted assigns and permitted transferees.
- 1.1.34 **“Plan”** shall mean Building Plan No.772 dated 19th December, 2014 being the plans of the building sanctioned and approved by the Barasat Municipality and shall also mean Building Plan No.1450 dated 16th February 2016 approved and sanctioned by the Madhyamgram Municipality and shall also include

variations/modifications / alterations therein that may be made by the developer/owners, if any, as well as all revisions, renewals and extensions thereof, if any..

- 1.1.35 “**Plan Sanction Date**” shall mean 19th December, 2014 and 16th February, 2016 and modifications and alterations made thereafter.
- 1.1.36 “**Project**” shall mean the total development of the various Blocks/Buildings proposed to be undertaken by the Developer on/at the Said Premises broadly in accordance with the Specifications, intended to comprise of the various Buildings/Blocks and the spaces identified, demarcated and reserved by the Developer for parking of vehicles, with various utilities and/or amenities thereat as determined by the Developer, to be known as “Majhergaon”..
- 1.1.36.1 “**Phasewise construction**” shall mean that the entire project will be constructed in 3 or more phases. Currently the first phase is being constructed which comprises of Block No.11 to Block No. 17 & 20. Phase II and III of the Project will be subsequently launched, constructed and delivered. The launch of the subsequent phases will be at the sole discretion of the Developer. .
- 1.1.37 “**Recreation Area**” shall have the meaning ascribed to such term in Clause 9.1 of this Agreement.
- 1.1.38 “**Recreation Area Rules**” shall have the meaning ascribed to such term in Clause 9.3 of this Agreement.
- 1.1.39 “**Retained Areas**” shall have the meaning ascribed to such term in Clause 2.1(xvi) of this Agreement.
- 1.1.40 “**Rules**” shall have the meaning ascribed to such term in Clause 8.2 of this Agreement.
- 1.1.41 “**Said Apartment**” shall mean the Apartment more specifically described in **Part - I** of the **Third Schedule** hereunder written, on the understanding that the Carpet Area, the Built-Up Area and the Super Built-Up Area stated therein are estimates and subject to variation (increase/decrease) of/by 3% (three percent).
- 1.1.42 “**Said Apartment And Land Appurtenant Thereto**” shall mean All That the Said Apartment together with the Undivided Share.
- 1.1.43 “**Said Apartment And Properties Appurtenant Thereto**” shall mean All That the Said Apartment And Land Appurtenant Thereto together with the permission to park private medium sized/standard vehicle(s) owned by the Purchaser within the space comprising the Vehicle Parking Space.
- 1.1.44 “**Said Premises**” shall mean ALL THAT the several pieces and parcels of land collectively admeasuring 454.96 cottahs more or less (equivalent to 7.52 acres more or less), comprised in several R.S./L.R. Dag Nos., appertaining to several L.R. Khatian Nos., , J.L. No. 42, comprised in Mouza Kutulsahi, Police Station Barasat, Post Office Barasat, Holding No 1048 Kutul Sahi Road under Barasat Municipality, Ward No 29, Kolkata - 700155 and the several pieces and parcels of land collectively admeasuring 68.97 cottahs more or less (equivalent to 1.14 acres more or less), comprised in several R.S./L.R. Dag Nos., appertaining to several L.R. Khatian Nos., , J.L. No. 74, comprised in Mouza Digberia, Police Station Madhyamgram, Post Office Madhyamgram, Holding No 233 Badu Road, under Madhyamgram Municipality, Ward No. 4 (formally known as Ward No. 12), Kolkata – 700155, District 24 Parganas (North) aggregating in total admeasuring area to 8.66 acres equivalent to 523.93 Cottahs. Parganas together with all easement rights and all other rights, appurtenances and inheritances for access and user, delineated on Plan A annexed hereto and bordered in colour Red thereon.
- 1.1.45 “**Specifications**” shall mean and include the various specifications in terms whereof the Project is intended to be constructed, the brief and tentative details whereof are mentioned in the **Fifth Schedule** hereunder written, on the clear and unequivocal understanding and agreement that such specifications may be altered and/or changed and/or modified and/or substituted as may be required by the Developer from time to time at its absolute discretion with any other specifications of like or more or less similar or better value and/or nature and/or type, and the decision of the Developer in this regard shall be final and binding.
- 1.1.46 “**Super Built-Up Area**” shall mean the aggregate of the total Built-Up Area of an Apartment and proportionate share in/of the Commonly Used Areas And Facilities, for the purpose of calculation of the Common Expenses and such other amounts as may be determined by the Developer as payable by an Apartment Holder including the Purchaser.
- 1.1.47 “**Taxes**” shall mean all the taxes, cesses, assessments, duties, levies, impositions etc. by whatever name called including but not limited to sales tax, service tax, works contract tax, value added tax, GST etc. imposed/leviable/levied/charged/chargeable *inter alia* on each amount paid/payable/deposited/to be deposited by the Purchaser, as also on the sale/transfer and/or the permission contemplated hereunder, irrespective of whether such taxes, cesses, levies etc. are subsisting as on the date hereof or are imposed/levied/revised in the future, with retrospective effect or otherwise, and shall mean and include any increments thereof.

- 1.1.48 “TDS” shall have the meaning ascribed to such term in Clause 4.1 of this Agreement.
- 1.1.49 “**Tentative Completion Date**” shall have the meaning ascribed to such term in Clause 5.2 of this Agreement.
- 1.1.50 “**Undivided Share**” shall mean an undivided variable impartible indivisible proportionate share in the land comprised in the Said Premises attributable to the Said Apartment as may be determined by the Developer at its absolute discretion, subject to the exceptions and reservations in favour of the Developer.
- 1.1.51 “**Vehicle Parking Space**” shall mean the covered/open space(s) at the Building and/or the Said Premises as earmarked, designated, identified and reserved by the Developer for the parking of private medium sized/standard vehicle(s) owned by the Purchaser, within such space, as described in **Part-II** of the **Third Schedule** hereunder written.

1.2 Interpretation

In the interpretation of this Agreement, the following rules of interpretation shall apply, unless the contrary intention appears:

- 1.2.1 references to any law shall include any statutes and/or rules and/or regulations made or guidelines issued there under, and any other rules, regulations, guidelines, policy statements, orders or judgments having the force of law, and in each case, as amended, modified, restated or supplemented from time to time;
- 1.2.2 reference to any agreement, contract, deed or document shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, modified, supplemented or novated;
- 1.2.3 references to Recitals, Clauses and Schedules are references to the recitals, clauses and schedules of/to this Agreement. The Recitals and the Schedules form an integral part of this Agreement and/or a part of the operative provisions of this Agreement, and references to this Agreement shall, unless the context otherwise requires, include references to the Recitals and the Schedules;
- 1.2.4 the obligation and/or covenant of the Purchaser to do something shall include an obligation and/or covenant to ensure that the same shall be done, and the obligation and/or covenant on the part of the Purchaser not to do something shall include an obligation and/or covenant not to permit, suffer or allow the same to be done;
- 1.2.5 words denoting masculine gender shall include the feminine and neutral genders as well;
- 1.2.6 words denoting singular number shall include the plural and vice versa;
- 1.2.7 where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have the corresponding meanings;
- 1.2.8 any reference to this Agreement or to any of the provisions hereof shall include all amendments and modifications made to this Agreement from time to time in the manner stipulated herein;
- 1.2.9 the headings in this Agreement have been incorporated only for convenience of reference, and shall not, in isolation or otherwise, be considered in or affect the interpretation and/or construction of this Agreement;
- 1.2.10 in the event of any inconsistency between the Articles/Clauses and the Schedules hereto, the Articles/Clauses of this Agreement shall prevail;
- 1.2.11 the term “or” shall not be exclusive and the terms “herein”, “hereof”, “hereto” and “hereunder” and other terms of similar import shall refer to this Agreement as a whole and not merely to the specific provision where such terms may appear;
- 1.2.12 the words “include”, “including” and “amongst others” are to be construed without limitation, and shall be deemed to be followed by “without limitation” or “but not limited to”, whether or not they are followed by such phrases or words of like import;
- 1.2.13 in the determination of any period of days for the occurrence of an event or the performance of any act or thing, the day on which the event happens or the act or thing is done shall be deemed to be excluded, and if the last day of the period is not a working day, then the period shall include the next following working day;
- 1.2.14 the words “directly or indirectly” mean directly or indirectly through one or more intermediary Persons or through contractual or other legal arrangements, and “direct” or “indirect” shall have the correlative meanings;
- 1.2.15 Pursuant to a Company Application No. 717 of 2016, the Hon’ble High Court at Calcutta was pleased to grant the merger of seventeen erstwhile Company Owners into one Company namely Swadha Nirman

Private Limited the Owner / Vendor No.1 herein. The detail of the said merger is more fully described in the –**Ninth Schedule** hereunder written.

- 1.2.16 wherever any expenses or costs are mentioned to be borne or paid proportionately by the Purchaser, then the portion of the whole amount payable by the Purchaser shall be such as determined by the Developer;
- 1.2.17 no provision of this Agreement shall be interpreted in favour of, or against, any Party on account of the Advocate having drafted this Agreement, or by reason of the extent to which any such provision is inconsistent with any prior draft thereof.

Article II

Acknowledgement, Disclaimer and Disclosure

- 2.1. At or before the execution of this Agreement, the Purchaser confirm(s) that after having conducted and completed to his/her/their/its complete satisfaction, an independent due diligence and title verification in respect of *inter alia* the Said Premises as also the compliance and/or non-compliance, if any, by the Owners and/or the Developer of all/any applicable law(s), notification(s), rule(s) etc., and after having carried out a physical inspection of the Said Premises including of the area thereof/comprised therein, and further after inspecting, examining and perusing all the title deeds, papers, documents etc. (including the various covenants, terms, conditions etc. respectively stipulated therein) related *inter alia* to the Said Premises including but not limited to amongst others, the Plan, the deeds, papers, documents etc. referred to herein, the deeds described herein and those provided to the Purchaser from time to time by the Developer(true copies whereof already being in the custody and possession of the Purchaser), and the Purchaser having understood and/or having complete and due notice and knowledge of, and after fully satisfying himself/herself/themselves/itself, has/have accepted, without any reservation, each of the aforesaid and *inter alia*:-
- i) the title of the Owners and the Devolution of Title;
 - ii) the rights of the Developer;
 - iii) the nature, state, condition and measurement of the Said Premises and the Building, as applicable, and the manner in which the same is/are presently intended to be used;
 - iv) the permission to park private medium sized/standard vehicle(s) owned by the Purchaser within the space comprising the Vehicle Parking Space comprises of a facility and/or benefit attached to the Said Apartment, which the Purchaser will be entitled to avail of and enjoy as an integral and inseparable part of the Said Apartment, subject to due compliance of each of the stipulated terms, to the satisfaction of the Developer;
 - v) the proposed location and lay out plan of the Said Apartment and the Vehicle Parking Space;
 - vi) the various facilities and/or amenities which are likely to be provided in the Building;
 - vii) the laws/notifications and rules applicable to the area where the Said Premises is situate in general, and similar projects in particular;
 - viii) the respective Carpet Area, Built-Up Area and Super Built-Up Area of the Said Apartment and the manner of calculation thereof;
 - ix) the sole and exclusive right of the Developer to determine and/or identify the Commonly Used Areas And Facilities, and the reservation/retention of the rights and areas/portions including the Retained Areas to, unto and in favour of the Owners and/or the Developer;
 - x) the nature and the extent of the rights and benefits proposed to be extended to the Purchaser as also of the several obligations to be performed and fulfilled by the Purchaser, each to the satisfaction of the Developer;
 - xi) the terms, conditions, covenants, stipulations, restrictions, reservations, and obligations in the matter of acquiring freehold title in respect of the Said Apartment And Land Appurtenant Thereto along with the permission to park private medium sized/standard vehicle(s) owned by the Purchaser within the space comprising the Vehicle Parking Space, and the manner and method of the use and enjoyment of as well as the covenants running with the land and the Said Apartment And Properties Appurtenant Thereto;
 - xii) the Specifications as also the measurements, dimensions, designs and drawings, each of which may be varied by the Developer at its discretion;

- xiii) the state and condition in which the Said Apartment and the Vehicle Parking Space are intended to be handed over to the Purchaser subject to compliance by the Purchaser of each of the stipulated terms to the satisfaction of the Developer;
- xiv) the Developer is and shall be entitled to any unconsumed and/or extra and/or additional floor area ratio which is and/or which may be made available and/or sanctioned in accordance with the building rules of the Municipalities and/or applicable laws (“**Additional FAR**”), whereupon the Developer shall be entitled and would be well within its right, at its sole and absolute discretion, to alter, modify, amend the Plan and to undertake any further and/or additional construction(s) at the Said Premises including constructing further upper floors above the topmost floor as it presently stands sanctioned, as a consequence whereof such floor may not remain as the topmost floor of the Building and the Purchaser hereby consent(s) to the same, and the Developer shall be further entitled to connect such further and/or additional construction(s) with the existing utilities and amenities at the Project/Building including all the Commonly Used Areas And Facilities as also the staircases, lifts, entrances, sewerage, drains etc., notwithstanding any temporary disruption caused in the use and/or enjoyment of the Said Apartment and/or the Vehicle Parking Space, and each of such further constructions shall absolutely belong to the Developer who shall be entitled to deal with the same in such a manner as the Developer may deem fit and proper, and the Purchaser hereby agree(s) and undertake(s) not to do, execute or perform or permit the doing, execution or performance any act, deed or thing which may prevent the Developer from undertaking the construction of and/or dealing with or otherwise transferring the aforesaid;
- xv) the Purchaser has accorded his/her/their/its consent for/to any alteration, modification, revision etc. of/to the Plan, and no further consent of the Purchaser shall be necessary and/or required for making any modifications, alterations, revisions etc. to the Plan;
- xvi) the limited right, if any, of the Purchaser shall remain restricted only to the Said Apartment coupled with the permission to park private medium sized/standard vehicles, owned by the Purchaser within the space comprising the Vehicle Parking Space together with the limited right to use the Commonly Used Area And Facilities in common with the other Apartment Holders subject to the terms hereof and in the manner stipulated herein (it being clarified that the Purchaser will acquire the rights, of only the specific nature specified herein only after execution of the Final Deed), and thus the Purchaser shall have no right to/over/in respect of, and, without any coercion/force and of his/her/their/its own volition, the Purchaser hereby and hereunder unconditionally and irrevocably and perpetually release(s), relinquish(es), surrender(s), disclaim(s) in favour of the Owners and the Developer all rights, title, interest, right of user and/or of common use or any other right of any nature whatsoever or howsoever if any over and/or in respect of all the other parts and portions of the Said Premises and the Project, each of the open and covered areas/spaces at/of the Said Premises and/or the Building, and the other Apartments, the roof and/or the ultimate roof of the Building and such other areas which the Owners/Developer may desire to retain under their exclusive control or use or possession, as the case may be, including but not limited to: (a) the parapet walls on the roof and/or the ultimate roof of the Building; and (b) each of the wall surfaces that are exposed to the common areas (both external and internal) including the elevation and the boundary wall, corridors, lounges, lobbies, passages, main gate, lift, the external façade of the Building, the open and covered vehicle parking spaces at the Said Premises together with all open and covered spaces at the Said Premises further together with the Additional FAR further together with the signage, if any, in/over each of the aforesaid areas/spaces (collectively “**Retained Areas**”) save those in respect whereof the Developer has specifically hereunder granted a right in favour of the Purchaser, and the Purchaser covenant(s) and undertake(s) not to at any time claim/set up/make/raise any manner/nature of claim, demand or action contrary to the aforesaid, and the Purchaser further declare(s), confirm(s) and acknowledge(s) each of the following:
 - a) that each of the terms, conditions, covenants, stipulations, restrictions, reservations and obligations recorded herein as well as the covenants running with the land and/or the Said Apartment And Properties Appurtenant Thereto and the manner and method of the use and enjoyment of the Said Apartment And Properties Appurtenant Thereto including those stated herein, have been arrived at after mutual discussions and negotiations amongst the Parties hereto, each of which have been accepted and voluntarily agreed to by the Purchaser (without any coercion and/or influence), none of which can be treated as oppressive or one-sided or unfair or heavily leaned in favour of the Owners and/or the Developer and/or as imposition of unfair conditions, as each has been formulated/ stipulated bearing in mind the nature of the Project, and that the same are thus in the larger interest of the entire development proposed on the Said Premises which would *inter alia* protect the rights of and/or enure to the benefit of the Purchaser, and therefore are fair and reasonable;
 - b) that the Purchaser has sought and obtained independent legal advice and opinion and has caused this Agreement to be vetted by advocates/lawyers appointed by the Purchaser;

- c) that the Purchaser has entered into this Agreement after taking into account/consideration several factors, and thus the quantum of the Consideration Amount and all other amounts, charges, costs, deposits, expenses etc. as stipulated in this Agreement and agreed to be paid by the Purchaser, are fair and just;
- d) that there has been no domination by the Owners and/or the Developer, and the Purchaser has agreed to the terms and conditions herein contained voluntarily;
- e) that upon signing this Agreement, no conditions, stipulations, representations, guarantees, warranties etc. have been made by the Owners and/or the Developer other than those if any specifically set forth herein;
- f) that the Developer has provided all information and clarifications as required by and/or requested for by the Purchaser from time to time, and the Purchaser is/are fully satisfied with the same, and the Purchaser further acknowledge(s) and confirm(s) that the Purchaser has/have carefully read the terms, conditions and stipulations contained in this Agreement and understood his/her/their/its obligations and liabilities as also the obligations and limitations of the Developer as set forth herein, and has/have relied on his/her/their/its own judgment and investigation while deciding to acquire the rights (of the specific nature specified herein) in respect of the Said Apartment And Properties Appurtenant Thereto and to execute this Agreement (which is final in all respects), without relying upon and/or without being influenced by any advertisements, sales plans, brochures etc. and/or representations, statements etc., whether by the Developer and/or by the Owners and/or by their respective brokers, agents, representatives, employees etc., if any, and the Purchaser undertakes(s) to faithfully abide by each of the terms and conditions of this Agreement;
- g) that the Purchaser has and shall continue to have adequate financial resources for acquiring the rights over and in respect of the Said Apartment And Properties Appurtenant Thereto of the nature and in the manner stipulated herein;
- h) that in view of the Purchaser having agreed to make timely payment of and/or to timely deposit the various amounts including those as stipulated herein, and having further undertaken and covenanted to faithfully abide by and comply with and perform and observe each of the terms and conditions stipulated herein, the Developer/Owners have blocked the Said Apartment and the Vehicle Parking Space for the Purchaser, and the Purchaser hereby and hereunder undertake(s) and covenant(s) not to make or raise any objection or claim or requisition *inter alia* in respect of any of the aforesaid, or to make or raise or set up or initiate any claim or demand or action contrary to the aforesaid on any ground whatsoever or howsoever.
- i) The Purchaser understands and acknowledge that the said premises has been mortgaged by the Badu Road Developers LLP to Axis Bank Limited for securing the Loan availed by the said Badu Road Developers LLP for the purpose of construction of the said premises and the Purchaser takes notice that he/ she/they is/are required to obtain a NO Objection Certificate from Axis Bank Limited for creation of any encumbrances on the said premises. The Purchaser agrees and undertakes that he/ she/they shall not create any encumbrances over the said premises/outlets till such time an NOC in writing is received from the Axis Bank Limited.

ARTICLE III

Provisional grant and permission

- 3.1 In consideration of the various amounts stipulated herein and/or as determined by the Developer from time to time, each agreed to be paid and/or deposited by the Purchaser to/with the Developer and/or the Other Entities, and in further consideration of the Purchaser agreeing and undertaking to perform, observe and comply with each of the terms, conditions, covenants and obligations stipulated by the Developer including but not limited to those stated herein, each to the satisfaction of the Developer, the Developer has provisionally agreed to: (i) cause the sale and/or transfer in favour of the Purchaser of All That the Said Apartment And Land Appurtenant Thereto; and (ii) permit the Purchaser to park private medium sized/standard vehicle(s) owned by the Purchaser within the space comprising the Vehicle Parking Space, and the Purchaser has agreed to acquire the aforesaid on the clear and unequivocal understanding that nothing in this Agreement does and/or shall and/or shall be construed/deemed to be a demise or transfer in praesenti, as such transfer is intended to take place only upon execution of the Final Deed in terms hereof and/or subject to the provisions of this Agreement.
- 3.2 If at any time after the date hereof it is ascertained by the Owners and/or the Developer and/or it transpires that the information furnished by the Purchaser is false and/or misleading, the Owners and/or the Developer shall be entitled, without being required to establish/prove such act/conduct of the Purchaser, to terminate this Agreement, whereupon the consequences stipulated in Article XIII of this Agreement shall apply, and the Purchaser accept(s) and consent(s) to the same.

Article IV

Consideration Amount, Deposits, Extra Charges etc., and the payment thereof

- 4.1 In consideration of the above, and accepting each of the terms and conditions stipulated in this Agreement, the Purchaser has/have agreed to pay to the Developer several amounts each together with the applicable Taxes thereon, including the mutually agreed amount stated in **Part - I** of the **Fourth Schedule** hereunder written which has been arrived at on the basis of the Carpet Area of the Said Apartment (“**Consideration Amount**”) together with the applicable Taxes thereon, as and by way of consideration for acquiring the specific rights of the nature stipulated herein, and in no event shall the Purchaser be entitled to or claim any abatement or reduction or deduction in the Consideration Amount on any ground whatsoever or howsoever save and except the amount, if any, towards the prevailing applicable tax deductible at source (“**TDS**”).
- 4.2 The Purchaser has covenanted and undertaken to and further hereby and hereunder covenant(s) and undertake(s) to make payment of the Consideration Amount together with the applicable Taxes thereon in the manner stipulated in **Part - II** of the **Fourth Schedule** hereunder written, it being recorded that the Purchaser has informed the Developer that such payment schedule is more convenient to/for the Purchaser, and the Purchaser covenant(s) and undertake(s) to make each of such payments as and when the same become due, and at or before the execution of this Agreement, the Purchaser has paid to the Developer, the sum stated in **Part - III** of the **Fourth Schedule** hereunder written as and by way of earnest money.
- 4.3 In addition to payment of the Consideration Amount, the Purchaser shall be liable and responsible to and hereby agree(s) and undertake(s) to make payment of various amounts as determined by the Developer including those as and by way of Common Expenses, Deposits, Extra Charges etc. to the Developer and/or to the Other Entities and/or to any Governmental Authority(ies) and/or to any statutory/quasi-statutory authorities/bodies, each as identified and stipulated by the Developer, each together with the applicable Taxes thereon, as the case may be, each to be paid/deposited within such time frames as may be determined by the Developer, it being unequivocally agreed, understood, acknowledged and accepted by the Purchaser:-
- i) that certain deposits are in the nature of non-refundable deposits and/or funds, which shall be held by the Developer, free of interest and shall be made over by the Developer to the Holding Organisation after its formation, subject to deductions, if any, as ascertained by the Developer;
 - ii) that the Purchaser shall not permit or allow or request for any part or portion of the non-refundable deposits and/or funds, as identified by the Developer, to be adjusted and appropriated towards payment of municipal rates and taxes, Common Expenses, maintenance charges, Outgoings and other outgoings agreed to be paid and/or contributed by the Purchaser in terms of this Agreement;
 - iii) that the rate and/or the quantum of each of the Common Expenses, the Deposits and the Extra Charges amongst others may be higher than those normally stipulated for and/or incurred by other real estate projects, even those situate in the vicinity of the Said Premises;
 - iv) that without making payment of the Common Expenses, the Deposits and the Extra Charges amongst others in the manner and within the time periods stipulated by the Developer, the Purchaser shall not be entitled to call upon the Developer to hand over the Said Apartment, and further the Purchaser shall not be entitled to use and enjoy and/or to continue the user and enjoyment of the several facilities and/or utilities attached thereto.
- 4.4 The Purchaser shall also be liable and responsible for and hereby agree(s) and undertake(s) to make payment of all amounts which may become payable in respect of the Said Apartment And Properties Appurtenant Thereto and/or arising from this Agreement as and by way of Taxes, each as determined by the Developer, it being agreed and understood that each of the amounts stated in the several Schedules herein have been so stated exclusive of the applicable Taxes. In the event of the Developer being made liable for payment of any tax (excepting income tax), duty, levy or for any other liability under any statute or law for the time being in force or enforced in future by the State Government, Central Government or any other authority or body or Governmental Authority on account of the Developer having agreed to perform the obligations under this Agreement or having entered into this Agreement, then in such an event the Purchaser shall be liable to and undertake(s) to bear/pay all such taxes, duties, levies, liabilities etc., and hereby indemnify(ies) and agree(s) to keep each of the Indemnified Parties safe, harmless and indemnified in respect thereof.
- 4.5 Time for payment is and shall always be and shall remain and be treated as the essence of the contract, and the Purchaser shall be bound and obliged to make payment of/deposit each of the amounts within the timelines determined/designated by the Developer for the same.
- 4.6 The Purchaser shall be bound and obliged to and undertake(s) to: (i) deposit with the concerned authorities, the TDS if any deducted, within the 7th (seventh) day of the month succeeding the month of payment; and (ii) issue and hand over to the Developer, the relevant TDS certificate within the time period stipulated by applicable law(s), failure whereof shall attract and accrue Interest on the amount so deducted for the period

of default/delay. Delay caused by the Purchaser in fulfilling the aforesaid obligation shall be deemed to be an event of default by the Purchaser in his/her/their/its payment obligations as stipulated in Clause 4.7 herein, which would entail the same consequences as stated therein.

- 4.7 Delay by the Purchaser in making payment of and/or depositing any amount due to any reason and/or on any ground whatsoever or howsoever shall not in the normal course be condoned. In case of any such delay, the Developer reserves the right to terminate this Agreement at its sole option, whereupon the consequences enumerated in Article XIII of this Agreement shall apply, and the Purchaser accept(s) and consent(s) to the same, and without prejudice to the aforesaid, in the event of such delay/default, the Developer shall not be liable for the delay, if any, in handing over the Said Apartment in terms of and in accordance with this Agreement.
- 4.8 In case the Developer condones the default of the Purchaser in making timely payment of and/or in depositing any amount and/or in depositing the TDS and/or furnishing the TDS certificate within the stipulated timeline(s), then and in such an event, the Purchaser shall, along with the outstanding dues and/or arrears, pay to the Developer, Interest on all the amounts remaining unpaid/outstanding for the period of default/delay until the date of actual realization thereof. Any condonation granted by the Developer shall not amount to waiver of the future defaults and/or the breaches and/or delays of/by the Purchaser, and shall be without prejudice to the other rights of the Developer.
- 4.9 Notwithstanding anything to the contrary stated anywhere in this Agreement, any payment made by the Purchaser (notwithstanding any specific instruction regarding the same having been given/issued by the Purchaser) shall at the first instance be applied by the Developer towards payment of the Interest ascertained by the Developer as due and payable by the Purchaser, and thereafter, the balance, if any, shall be utilized towards adjustment of the defaulted/delayed payments due from the Purchaser as ascertained by the Developer.
- 4.10 All payments shall be made at the office of the Developer against proper receipts and in no event shall the Purchaser shall be entitled to set up any oral agreement regarding payment or otherwise. Further, all payments shall be made by the Purchaser by way of cheques/pay orders/drafts drawn on any bank in Kolkata, in favour of the Developer and/or in favour of such bank account/entity and/or any of the Other Entities as may be advised in writing by the Developer. Since the Developer has obtained loan from Axis Bank for the construction of the Project all payments are to be deposited at AXIS BANK LTD. Corporate Banking Branch Kolkata, A/C No. 917030029214864, IFSC: UTIB0001164. Furthermore, on the dishonour of any banking negotiable instrument on any ground whatsoever, without prejudice to the other rights and remedies of the Developer and/or of the Other Entities, the Purchaser shall compensate the Developer and/or the Other Entities for every such dishonour by making payment of Rs. 1,000/- (Rupees One Thousand only), and the Purchaser accept(s) and consent(s) to the same.
- 4.11 The Purchaser shall be solely liable and responsible for compliance, as applicable, with the provisions of the Foreign Exchange Management Act, 1999 and the Foreign Exchange Management (Acquisition and Transfer of Immovable Property in India) Regulations, 2000 and/or all other necessary and/or applicable provisions and/or applicable laws as laid down and/or passed and/or notified by the government and/or the concerned statutory authorities and/or the concerned Governmental Authority(ies) from time to time, including those pertaining to remittance of payment for acquisition of immovable property in India.
- 4.12 In the event the Purchaser is a Person of Indian Origin and/or a Non-Resident Indian, the Purchaser confirm(s) that all remittances shall be made out of foreign exchange remitted to India through normal banking channels or out of funds held in the Non-Resident External (NRE)/Foreign Currency Non-Resident (FCNR)/FCNR Special Deposit account of the Purchaser with banks in India along with a certificate of the banker of the Purchaser as to the source of remittance of the concerned amounts and a declaration to the effect that the Purchaser shall use the Said Apartment for residential purpose only. In the event the Purchaser is a Non-Resident Indian, the Purchaser may also remit the money out of the funds held in the Non-Resident Ordinary (NRO) account of the Purchaser, subject to the same being accompanied by a certificate of the banker of the Purchaser as to the source of remittance of the same. All refunds, if any, even to Non-Resident Indians and/or Persons of Indian Origin, will be made in Indian Rupees.

Article V

Construction and hand over

- 5.1 The Developer will construct, erect and complete the Building and the Said Apartment broadly in accordance with the Specifications, and the Purchaser hereby agree(s) not to raise any objection to the same on any ground whatsoever or howsoever.
- 5.2 Subject to the Purchaser having complied with each of the terms, conditions etc. stipulated herein to the satisfaction of the Developer including the Purchaser having made timely payment of all amounts, deposits etc., all to the satisfaction of the Developer, then unless prevented by circumstances beyond its control and/or by any Force Majeure Events, the Developer will, subject to and without prejudice to the provisions of this Agreement, endeavour

to complete Block – 11 to 17 in the manner stipulated in this Agreement on or before 31st March, 2018 with a grace period of 6 (six) months thereafter (“**Tentative Completion Date**”) and Block 20 on or before 31st December 2018 with a grace period of 6 (six) months thereafter (“**Tentative Completion Date**”). If subject to each of the aforesaid, the Developer fails in its endeavor to complete the Said Apartment in the manner and on terms stated in this Agreement within the Tentative Completion Date and for reasons established as being solely attributable to the Developer, then in such an event the Developer will pay compensation to the Purchaser equivalent to simple interest calculated at the rate of 12% (twelve percent) per annum on the amounts received by the Developer from the Purchaser towards part payment of the Consideration Amount, on and from the Tentative Completion Date till the date of completion of the Said Apartment in terms of these presents.

- 5.3 The Said Apartment shall be deemed to be ready in terms of Clauses 5.1 and 5.2 as stated hereinabove upon water, electricity and lift services being made available, and certified so by the Architect for the time being. Further, the Purchaser accept(s) that the Commonly Used Areas And Facilities and/or the other areas of the Project may not be complete and/or operational as on the Tentative Completion Date.
- 5.4 The Tentative Completion Date is hereby and hereunder accepted and confirmed by the Purchaser and the Purchaser hereby agree(s) and undertake(s) not to raise any objection to the same on any ground whatsoever or howsoever. However, if the Said Apartment is made ready in terms of Clauses 5.1 and 5.2 hereinabove prior to the Tentative Completion Date, the Purchaser undertake(s) and covenant(s) not to make or raise any objection to the consequent pre-ponement of his/her/their/its payment obligations, having clearly understood and agreed that the payment obligations of the Purchaser are linked *inter alia* to the progress of construction, and the same is not a time linked plan.
- 5.5 In the event of the Purchaser requiring any up gradation of materials and/or specifications in the Said Apartment and if the Developer agrees to carry out such up gradation and/or any part thereof and provided such request is made by the Purchaser within 60 (sixty) days from the date hereof, all differential costs, charges and expenses in respect of such upgradation shall be borne by the Purchaser, and the Purchaser undertakes(s) and covenant(s) to pay the same prior to commencement of such up gradation.
- 5.6 The Purchaser shall not be entitled to request/call upon the Developer for any modification *inter alia* in/to the internal layout of the Said Apartment and/or the external façade of the Building. Further, the Purchaser undertake(s) and covenant(s) not to *inter alia*: (i) carry out and/or make any addition(s) and/or alteration(s) into or upon the Said Apartment including the external façade thereof without the prior written permission of the Developer; and/or (ii) do any works which may be in contravention with the Plan and/or any law and/or as ascertained by the Developer, with the decision of the Developer being final and binding on the Purchaser. In the event of any such contravention and/or violation, the Purchaser undertake(s) to remedy, to the complete satisfaction of the Developer, such breach and/or contravention and/or violation and/or to demolish, to the complete satisfaction of the Developer, any unauthorised construction(s) within such time period as may be stipulated in the notice in this regard issued by the Developer. Failure on the part of the Purchaser to so remedy the breach and/or contravention and/or violation and/or to demolish any unauthorised construction(s) to the satisfaction of the Developer, shall entitle the Developer to take all steps in respect thereof as the Developer may deem fit and proper, at the cost, expense and liability of the Purchaser including payment of the demolition charges, if any, and the Purchaser hereby consent(s) to the same, and further the Developer may, at its sole and exclusive option, terminate this Agreement, whereupon the consequences enumerated in Article XIII of this Agreement shall apply.
- 5.7 Immediately after the Said Apartment is ready in terms of Clauses 5.1 and 5.2 hereinabove, the Developer shall serve a notice on the Purchaser (“**Completion Notice**”) to make payment and/or to deposit, as the case may be, each of the amounts payable by/to be deposited by the Purchaser, as determined by the Developer.
- 5.8 In the event after receipt of the Completion Notice, the Purchaser fail(s) and/or neglect(s) in making timely payment/deposit of each of the amounts then outstanding and/or payable and/or to be deposited by the Purchaser (each as ascertained by the Developer) and/or in observing, fulfilling and performing each of his/her/their/its obligations, covenants, undertakings etc., all to the satisfaction of the Developer, the Developer shall be entitled, at its sole and exclusive option, to terminate this Agreement, whereupon the consequences enumerated in Article XIII of this Agreement shall apply, and the Purchaser hereby accept(s) and consent(s) to the same.
- 5.9 After completion of the Building / Block and subject to the aforesaid, the Developer shall endeavour to obtain the completion certificate from the respective municipalities. (“**Completion Certificate**”). The Developer can also obtain partial Completion Certificate which may pertain to a certain Block or Blocks.
- 5.10 Subject to the Purchaser not having committed any breach, violation, contravention etc. of any of the terms and conditions as stipulated herein and as determined by the Developer, after receipt by the Developer (to its satisfaction) of all the amounts/deposits payable/to be deposited by the Purchaser, the Developer may on the specific written request of the Purchaser, permit the Purchaser to temporarily access the Said Apartment for the limited purpose of carrying out, at his/her/their/its own cost, expenses, liability and responsibility, fit out/interior works therein/thereat as permitted by the Developer (“**Fit Out/Interior Works**”) subject to compliance by the Purchaser of all rules, regulations etc. in respect thereof as may be stipulated by the

Developer (including the specific working hours as also the specific working days on which the same may be carried out on) together with payment of such charges as may be determined by the Developer for user by the Purchaser of *inter alia* the several utilities at/of the Said Premises and/or the Building while carrying out the Fit Out/Interior Works, provided that the Purchaser shall neither stay/dwell/reside/use/occupy nor permit any Person to stay/dwell/reside/use/occupy any part or portion of the Said Apartment And Properties Appurtenant Thereto during such period, it being expressly agreed and understood by the Purchaser that since such access, if granted, will only and solely be for the purpose of facilitating the Purchaser to carry out the Fit Out/Interior Works, the same shall not be deemed to mean and/or be construed as hand over of physical possession of the Said Apartment to the Purchaser, and thus the Developer shall continue to have the absolute and unfettered right to enter the Said Apartment without any objection being raised and/or made by the Purchaser on any ground whatsoever or howsoever, it being further clarified that such right of the Developer shall not be deemed and/or be construed to impose any manner of liability and/or responsibility on the Developer in respect of the works being carried out by the Purchaser in/at the Said Apartment.

- 5.10.1 After completion of the entire project the Developer shall obtain full completion certificate for the entire project from the respective municipalities.
- 5.11 While carrying out any permitted fit out/interior works at the Said Apartment, even after taking hand over of the Said Apartment, each subject to the terms hereof, the Purchaser shall not *inter alia*: (i) cause any damage and/or injury to the other Apartments and/or the other parts and portions of the Building and/or the Said Premises; and/or (ii) carry out any works which may endanger the Building and/or the structural stability thereof; and/or (iii) store or permit to be stored any materials, goods, articles etc. which in the opinion of the Developer are of a hazardous and/or combustible and/or offensive and/or obnoxious and/or dangerous nature (such opinion of the Developer being final and binding on the Purchaser), and further shall not store/keep or permit to be stored/kept any materials, goods, articles etc. in the staircases, landings, lobbies, passages etc.. In case any injury or damage is ascertained by the Developer as having been caused directly and/or indirectly by the Purchaser and/or by the men, servants, agents, personnel, contractors, employees etc. of the Purchaser, the Purchaser shall be liable to pay compensation to the Developer and/or to any other aggrieved party, each as may be determined by the Developer at its sole and absolute discretion, and such decision of the Developer shall be final and binding on the Purchaser, and the Purchaser hereby consent(s) to the same.
- 5.12 The Purchaser shall be solely liable and responsible for any accidents that may occur while carrying out and/or completing any fit outs and/or interior works, and all the consequent injury, loss, damage etc. including any compensation as may be determined by the Developer shall exclusively attach to the Purchaser alone, and the Purchaser shall be bound and obliged to and undertake(s) to keep each of the Indemnified Parties fully safe, harmless and indemnified from and against all costs, charges, claims, damages, actions suits, proceedings etc. in respect thereof.
- 5.13 The Developer and/or the representatives of the Developer, with or without workmen, shall be entitled to take inspection from time to time of the progress of/completion of the Fit Out/Interior Works, and the Purchaser agree(s) to co-operate with and render all co-operation to the Developer and/or the representatives of the Developer.
- 5.14 Subject to the Purchaser not having committed any breach, violation, contravention etc. of any of the terms and conditions as stipulated herein and as determined by the Developer, the Said Apartment will be handed over to the Purchaser only simultaneously with the execution and registration of the Final Deed subject to the terms hereof.
- 5.15 Notwithstanding anything to the contrary stated in this Agreement but without prejudice to the provisions of Clause 5.10 hereto, on the expiry of 30 (thirty) days from the date of the Completion Notice ("**Outgoings Payment Commencement Date**") the liability of the Purchaser to make payment of, *inter alia*, the Common Expenses all Outgoings etc., in respect of the Said Apartment and the Said Premises, each as determined by the Developer, each together with the applicable Taxes, shall commence irrespective of whether or not on the Outgoings Payment Commencement Date, (a) the Commonly Used Areas And Facilities and/or the Building are complete and/or operational; and/or (b) the Purchaser has been granted permission by the Developer to access the Said Apartment; and/or (c) the Said Apartment has been handed over to the Purchaser, and the Purchaser accept(s) and confirm(s) the aforesaid.
- 5.16 In the event due to any direct and/or indirect act of commission or omission by/of the Purchaser and/or by/of the contractors, men, servants, agents, personnel, employees etc. of the Purchaser, obtaining of the Completion Certificate is delayed and/or refused and/or any loss or damage is caused to any of the Owners and/or to the Developer and/or to any of the other Apartment Holders, then the Purchaser shall and undertake(s) compensate each of the Owners and/or the Developer and/or the other Apartment Holders, as the case may be, for all the costs, charges and expenses and/or damages as may be assessed by the Owners and/or the Developer at their sole and absolute discretion, which shall be final and binding on the Purchaser, and the Purchaser hereby and hereunder accept(s) and confirm(s) the same.

- 5.17 It is unambiguously agreed and understood by the Purchaser that the Plan, the layout plans, the estimated proposed respective Carpet Area, Built-Up Area and Super Built-Up Area of the Said Apartment, the Specifications and the proposed facilities and components of the Building and the Said Apartment including those comprising the Commonly Used Areas And Facilities are tentative and are subject to variation. The Purchaser consent(s) to the Developer effecting, without any notice, such variations and/or additions and/or alterations and/or deletions and/or modifications therein/thereto as may be deemed fit and proper and/or desired by the Developer and/or by the Architect and/or as may be required by the authorities concerned and/or as a consequence of any new policies formulated and/or changes in the rules pertaining to the floor area ratio, and the Purchaser hereby grant(s) his/her/their/its unambiguous and unconditional consent to the same, and further agree(s) and undertake(s) not to make or raise any objection to such alterations, additions etc. on any ground whatsoever or howsoever, with full knowledge and acceptance of the fact that such variations and/or additions and/or alterations and/or deletions and/or modifications may result in several changes including but not limited to a change in the Undivided Share, and the Purchaser covenant(s) and undertake(s) not to object to the same on any ground whatsoever or to claim, demand etc. any compensation, damages etc., it being clarified and understood that only if the Developer determines that the Super Built-Up Area of the Said Apartment has changed as a consequence of such variation, then only such of the amounts payable by the Purchaser which are to be computed on the basis of the Super Built-Up Area of the Said Apartment, shall be increased or decreased on pro-rata basis as determined by the Developer, and save the same there shall be no increase or reduction or abatement in the Consideration Amount or in any other amounts payable by the Purchaser in terms hereof, and the Purchaser shall not and undertake(s) not to make or raise or set up any claim, demand or action contrary to the aforesaid.
- 5.18 The Purchaser further acknowledge(s) and accept(s) that the Project will be developed in such phases as the Developer may determine at its sole and absolute discretion, the number of such phases being variable (subject to increase or decrease at the sole and absolute discretion of the Developer) as also the timing of construction thereof being determined solely and exclusively by the Developer, and the Purchaser shall not and undertake(s) not to raise any objection and/or impediment to the same.
- 5.19 It is further agreed and understood by the Purchaser that the Undivided Share shall at all times remain undivided, impartible and variable, and the Purchaser undertake(s) and covenant(s) not to, at any time, make or claim partition or division of the same on any ground whatsoever or howsoever.
- 5.20 In the event the Purchaser alleges any defect in the construction of the Said Apartment or any defect in the materials used or provided in the Said Apartment, and the Purchaser brings the same to the notice of the Developer in writing within a period of 1 (one) year from the Tentative Completion Date provided that during such 1 (one) year period the concerned manufacturers' guarantee, if any, continues to subsist, the Developer shall at its own cost, undertake necessary remedial steps for rectification and/or replacement of the same as advised by the Architect provided that the liability of the Developer to undertake any such remedial steps shall arise only in cases where the defect is established as having been caused due to the fault of the Developer and further provided that the same has not been caused and/or occasioned, directly and/or indirectly, by/due to the commission or omission of any act, deed or thing of/by the Purchaser and/or of/by any of the contractors, men, servants, personnel, agents, employees, contractors etc. of the Purchaser and/or due to normal wear and tear etc. and further provided that no steps have been/are taken by the Purchaser of his/her/their/its own volition in an endeavour to rectify any such purported defect. In the event there is any dispute specifically in relation to any alleged defect or deficiency as stated aforesaid, the said dispute shall, notwithstanding anything to the contrary contained in this Agreement, be referred to the Architect, whose decision in respect thereof shall be final and binding.
- 5.21 The Purchaser shall not do, execute or perform nor permit the doing, execution or performance of any act, deed or thing whereby the construction or development of the Said Premises may in any manner be hindered or impeded or obstructed, and further until execution and registration of the Final Deed subject to the terms hereof, the Purchaser shall enter into the Said Premises only with the prior written consent of the Developer and subject to compliance of such rules, terms and conditions as may be stipulated from time to time by the Developer in that regard, and further, the Purchaser shall not in any manner commit breach of any of the terms, conditions, stipulations etc. herein contained.

Article VI

Obligations, covenants and representations by/of the Purchaser

- 6.1 The Purchaser hereby agree(s), acknowledge(s), covenants and undertake(s) to each of the Owners and the Developer, as follows:-
- a) to use and/or permit the Said Apartment or any part thereof to be used only for residential purpose, and not to use and/or permit the same to be used, directly and/or indirectly, for any other purpose and/or for any illegal/unlawful/immoral purpose and/or for/as a boarding house, office, professional chamber, guest house, club, hospital, nursing home, clinic, dispensary, amusement or entertainment centre, restaurant, eating or catering place, a meeting place, whether for political meetings or otherwise, conferences/conference hall, business centre, hall, place of worship and/or

for any religious activities and/or for any business and/or manufacturing/industrial activities and/or for any commercial purposes/activities, and further not to convert/apply for conversion of the nature/user thereof including but not limited to, for any direct or indirect commercial, semi-commercial use etc.;

- b) not to use or permit the Said Apartment or any part thereof to be used, directly and/or indirectly, for any purpose which may or is likely to cause nuisance or annoyance to the users/occupiers of the other Apartments and/or of the other portions of the Building and/or the Said Premises and/or the adjoining/neighbouring premises;
- c) not to partition and/or sub-divide and/or damage and/or demolish the Said Apartment and/or the Vehicle Parking Space and/or any part or portion thereof;
- d) not to keep or allow to be kept or store or operate or bring into or allow to be brought into the Said Apartment and/or the Vehicle Parking Space and/or into/upon any of the areas comprising the Commonly Used Areas And Facilities and/or any part or portion of the Said Premises and/or the Building, any goods, articles, machines etc., which in the opinion of the Developer, are hazardous and/or combustible and/or offensive and/or obnoxious and/or dangerous (save and except LPG gas cylinders for domestic use as may be permitted under applicable laws) and/or which are heavy and/or can affect or endanger or damage the structure and/or stability of the Building and/or any part or portion thereof and/or any fittings or fixtures thereof including the windows, doors, floors, outer walls of any Apartment, beams, pillars, lifts, staircases etc., such opinion of the Developer being final and binding on the Purchaser;
- e) not to do or cause or permit anything to be done or be a party to any act or deed in or around the Said Apartment and/or the Vehicle Parking Space and/or the Said Premises which in the opinion of the Developer may *inter alia* cause or tend to cause or tantamount to cause or affect or damage any part or portion of the Building including the floor(s) and/or ceiling(s) of the Said Apartment and/or of any other Apartment or in any manner interfere with the use or enjoyment of any of the other Apartments or of any part or portion of the Commonly Used Areas And Facilities, such opinion of the Developer being final and binding on the Purchaser;
- f) not to hang from or attach to the beams or rafters of any part or portion of the Said Apartment and/or the Building, any article(s) or machinery (ies) which in the opinion of the Developer are heavy or are likely to effect or endanger or damage the structure and/or stability and/or the construction of the Building or any part thereof, such opinion of the Developer being final and binding on the Purchaser;
- g) not to fix or install in the Said Apartment, air conditioner(s) other than split/package air conditioner(s), and further each of such air-conditioner(s) and the unit(s) thereof (both indoor and outdoor) shall be fixed/installed only at such place(s) which have been specified by the Developer for the same;
- h) not to tamper/alter/change or cause/permit any tampering or alteration or change with/in/of/to the electrical points at any part or portion of the Said Apartment including but not limited to the Balcony(ies)/Verandah(s) thereof, and further not to permit/cause any overloading of the electrical points;
- i) not to do any act, deed or thing which may in any manner whatsoever obstruct/impede/restrict/hinder the construction and/or the development and/or the completion and/or the transfer/alienation of any part or portion of the Said Premises including but not limited to the Building and/or any further and/or additional constructions, alterations etc. at/to the Said Premises and/or the Building etc. and the works related thereto notwithstanding any disruption/hindrance in the enjoyment of the Said Apartment And Properties Appurtenant Thereto by the Purchaser and/or any variation/diminishment in the Undivided Share;
- j) not to affix or change or alter the design or the place of the window(s) and/or the main door of the Said Apartment, and further not make or alter or change or relocate any window(s), light opening(s), door(s), path(s), passage(s), drain(s), pipe(s), conduit(s), cable(s), fittings, fixtures etc. in/serving any part or portion of the Said Apartment and the Vehicle Parking Space and/or the Building and/or the Said Premises, and further not to make any encroachment(s) or easement(s) in/into/upon any part or portion of the Said Apartment and/or the Vehicle Parking Space and/or the Building and/or the Said Premises;
- k) not to raise the floor level of the Said Apartment, and furthermore not to do any act, deed or thing which may increase/cause to increase the total load of/on the floor of the Said Apartment;
- l) not to block up or darken or obstruct or obscure or cover up any of the windows and/or lights of/at the Said Apartment, and further not to cover or obstruct any ventilating shafts and/or inlets and/or outlets;

- m) not to install or fix grills, shades, awnings, window guards, ventilators etc. and/or alter those if any already installed/fixed, without the prior written consent of the Developer;
- n) to be and remain solely responsible for the safety and security of the Said Apartment And Properties Appurtenant Thereto and the permissible goods/articles lying therein/thereat, if any, and to get the same insured at his/her/their/its own cost including against damage by fire, riot, explosion, earthquake, strike, storm, tempest, floods, wars, accidents, malicious damage, civil commotion etc.;
- o) not to make and/or carry out any modifications and/or additions and/or alterations and/or improvements of any nature whatsoever or howsoever, structural or otherwise in/to any part or portion of the Said Apartment and/or the Vehicle Parking Space including to the beams, columns, partition walls, load bearing walls etc., and further not to withdraw any support;
- p) maintain the fire fighting equipment(s) as provided by the Developer, and further to comply with and adhere to/with all the laws, rules and guidelines pertaining to fire safety, and the Purchaser shall remain solely liable and responsible for any violation thereof, and the Purchaser shall keep each of the Indemnified Parties and each of the users and occupiers of the several units/areas/spaces at the Building and/or the Said Premises and/or the adjoining/neighbouring premises fully safe, harmless and indemnified in respect thereof;
- q) to keep the Said Apartment And Properties Appurtenant Thereto in a good state of preservation and cleanliness, and at all times to keep the interior walls, fittings, fixtures, appurtenances, floors, ceilings, sewerage, drainage, plumbing etc. in perfect condition and repair, and further to keep each of the Indemnified Parties and each of the other users and occupiers of the several units/areas/spaces at the Building and/or the Said Premises fully safe, harmless and indemnified from and against *inter alia* the consequences of any damage etc. arising there from;
- r) to carry out any work of fittings, fixtures or any permitted interior works and/or any permitted repairs and maintenance works and/or any other permitted works inside the Said Apartment only during such working hours and only on such working days as stipulated by the Developer and/or as laid down in the Rules and in terms of the fit-out mandates/rules formulated by the Developer and/or by the Holding Organisation, as the case may be, and the Purchaser shall ensure that any repair and/or maintenance and/or other works do not cause any manner of annoyance and/or nuisance to the other users/occupants of the Building and/or the Said Premises and/or of the adjoining/neighbouring premises, and in the event of violation of any of the above, the Developer and/or the Holding Organisation, as the case may be, and the Facility Management Entity shall be entitled to forthwith stop the same without any liability, at the cost and expense of the Purchaser;
- s) not to hang/put out/dry any linen/clothes in or upon the windows and/or any part or the portion of the Balcony(ies)/Verandah(s) and/or any other part or portion of the Said Apartment such that the same be visible from the outside or to outsiders, and further not to throw anything from any floor, window, balconies, verandahs etc. and furthermore not to place any goods, articles, things etc. upon the window sills of the Building;
- t) not to throw or accumulate or cause to be thrown or accumulated any dirt, rubbish or other refuse within/at the Said Apartment and/or in/at any part or portion of the Said Premises and/or the Building and/or in/at any of the areas comprising the Commonly Used Areas And Facilities, save at the places indicated therefor by the Developer;
- u) not to slaughter or permit to be slaughtered any living animals at/within any part or portion of the Said Apartment and/or the Vehicle Parking Space and/or the Building and/or the Said Premises on any religious occasion or otherwise, and further not to do or execute or permit to be done or executed any act, deed or thing which may hurt or injure or cause provocation of the sentiments and/or feelings (religious or otherwise) of any of the other users and/or occupiers of the Building and/or the Said Premises, or cause disharmony amongst them;
- v) not to ever close or permit the closing of the Balcony(ies)/Verandah(s), lounges, lobbies, passages, corridors, any of the open areas including those comprised in the Said Apartment and/or comprising the Commonly Used Areas And Facilities etc. with grills or otherwise, and at all times to keep the same in the same manner as intended and/or constructed and/or delivered by the Developer, and further not to alter the elevation and/or the outside colour scheme of or decorate in any manner whatsoever, the exposed walls of the Building, the Said Apartment, the Balcony(ies)/Verandah(s), lounges, passages, corridors, any of the areas comprising the Commonly Used Areas And Facilities etc. and/or any external walls and/or both the faces of the external doors and windows of the Said Apartment and/or the external walls of the Building, which in the opinion of the Developer *inter alia* differs from and/or is in deviation from and/or may effect the colour scheme of the Building and/or the elevation thereof, such opinion of the Developer being final and binding on the Purchaser;

- w) not to make/permit any changes in/to the signage of the Building and/or the Said Premises as installed by the Developer, and further not to install any monogram etc. at any part or portion of any of the external walls including those of the Building and/or the Said Premises;
- x) not to make/permit any changes in/to any of the entrance lobbies of the Building and/or the entrance of/to the Said Apartment including but not limited to by changing/replacing the main door, installing any collapsible gate, shutter etc.;
- y) not to use or permit to be used the lifts for the purpose of carting pets, furniture, fixtures, fittings, equipments, goods, articles etc.;
- z) not to allow or use any cable, internet or other service providers save and except such service providers who have been selected or designated by the Developer or the Holding Organisation, as the case may be;
- aa) to co-operate with and assist in all manner, the Developer and/or the Holding Organisation and/or the Facility Management Entity in the management and maintenance of the Said Premises, the Building and the Commonly Used Areas And Facilities and in carrying out their day to day activities, and not to object to/oppose any decision taken by the Developer and/or the Holding Organisation and/or the Facility Management Entity, and in particular, to abide by, observe and/or perform as the case may be, *inter alia* all the relevant laws, terms, conditions, rules and regulations regarding usage and/or operation of water, electricity, drainage, sewerage, lifts, tube wells, generator and all other installations and/or amenities in/at the Building and/or the Project including without limitation those under the statute(s)/applicable laws governing fire and the rules made thereunder as amended from time to time, and shall indemnify and keep each of the Indemnified Parties, the Holding Organisation and the Facility Management Entity, as the case may be, saved, harmless and indemnified from and against all losses, damages, costs, claims, demands, actions, proceedings etc. in respect thereof including but not limited those which the Indemnified Parties and/or the Holding Organisation and/or the Facility Management Entity may suffer or incur due to any failure, non-observance, non-performance, default or negligence on the part of the Purchaser;
- bb) to assist the Developer to form the Holding Organisation and to strictly observe and abide by all the rules and regulations that may be framed/formulated and/or amended from time to time by the Developer including the Rules, and thereafter by the Holding Organisation, and without prejudice to the other rights of the Developer, to pay all the penalties levied/stipulated for non-observance of and/or non-compliance with the same;
- cc) not to form with the other users, occupiers etc. of the several units/areas/spaces/Apartments comprising the Building any association/holding organization and further not to become a member of any association and/or association of persons and/or firm and/or holding organization and/or any entity, for any purpose/matter related/pertaining directly and/or indirectly to the Building and/or the Said Premises and/or for the purpose of maintenance, management, upkeep etc. of the Building and/or the Said Premises, and if any such organization/company/firm/association/other entity etc., be formed, the same shall not be recognized by the Developer;
- dd) to allow without raising any objection, the Developer and/or the Holding Organisation and/or the Facility Management Entity, as the case may be, and/or their respective representatives, with or without workmen, to enter into the Said Apartment and/or the Vehicle Parking Space *inter alia*, for the purpose of maintenance, repairs, re-building etc. and for keeping in good order and condition, the electrical lines, the air-conditioning lines, the water lines, the pipe lines, sewage lines, storm water lines/storm water pits, plumbing systems etc. and/or any and/or all other elements;
- ee) to regularly and punctually pay every month and month by month the Common Expenses at such rates as may be decided, determined and apportioned by the Developer, each as per the bills raised by the Developer and/or the Facility Management Entity and/or the concerned authorities, as the case may be, payable with effect from the Outgoings Payment Commencement Date;
- ff) to regularly and punctually pay the entirety of the Outgoings in or relating to the Said Apartment as per the bills raised by the Developer and/or the Facility Management Entity and/or the concerned authorities, as the case may be;
- gg) to pay/make such further Deposits and/or other deposits as and when called upon by the Developer and/or the Holding Organisation, as the case may be, and further to make good and pay to the Developer and/or to the Holding Organisation, as the case may be, all such amounts which may have been deducted/adjusted/paid towards any amount due and payable by the Purchaser and/or to replenish any shortfalls caused on account of the Purchaser, and to furthermore deposit with the

Developer and/or the Holding Organisation, as the case may be, such further amounts as may be determined by the Developer and/or the Holding Organisation, as the case may be;

- hh) not to use the Vehicle Parking Space for any purpose other than for the parking of private medium sized/standard vehicle(s) owned by the Purchaser within the space comprising the same, and not to partition the Vehicle Parking Space in any manner, and further not to raise or put up or make thereon/thereat and/or at/any part thereof any kutcha or pucca construction of any nature whatsoever and/or any gridded wall(s) or enclosure(s), and to always keep the Vehicle Parking Space open, and not to permit any Person to dwell/stay/reside thereat, and further not to store/keep any goods, furniture, articles etc. therein/thereat;
- ii) not to transfer and/or alienate and/or deal with and/or grant any manner of right in, over or in respect of the Vehicle Parking Space separately or independently or devoid of the Said Apartment and/or by way of a separate space to anyone provided that any such alienation/transfer shall at all times be subject to the terms stipulated in this Agreement;
- jj) not to claim any right to use any vehicle parking space and/or to park vehicles at any part or portion of the Building and/or the Said Premises unless specific written permission is granted by the Developer;
- kk) not to park or allow any vehicle to be parked on/in the passages(s) and/or the pathway(s) and/or the open space(s) of/at the Building and/or the Said Premises and/or at any other portions of/at the Building and/or the Said Premises save and except at the Vehicle Parking Space, and to use the passages(s), pathway(s), open spaces etc. only in the manner as may be determined by the Developer;
- ll) not to block any area(s) and/or passage(s) including those comprising the Commonly Used Areas And Facilities.
- mm) to use the Commonly Used Areas And Facilities in common with the Developer and the other permitted users and occupiers of the Building and/or the Said Premises as may be determined by the Developer at its sole and absolute discretion, and only for the limited purpose for which the same are designated/identified by the Developer, without claiming any manner of absolute and/or exclusive right or title or interest therein/thereon/thereto/thereof, and not to damage, destroy, disfigure any of the utilities and/or facilities and/or infrastructure or use or employ such areas, facilities, utilities etc. in any manner not intended to be used or employed, and further not to do any act, deed or thing which may in any manner prevent and/or restrict the rights and liberties of the Developer and/or of the other users/occupiers, it being clarified that the Purchaser and/or the contractors, men, personnel, employees, servants, agents etc. of the Purchaser shall not be entitled to access any of the areas of the Building and/or the Said Premises including but not limited to the roof/ultimate roof, the lift machine room, the electric transformer room, the electric meter room, the generator set and/or any of the Commonly Used Areas And Facilities and/or such other areas/facilities as may be identified from time to time by the Developer;
- nn) to use only such routes of entry into and/or exit from the Said Premises and/or the Building as specified by the Developer;
- oo) not to affix or draw any wires, cables, pipes etc. from or to or through any of the areas and/or corridors including but not limited to the Commonly Used Areas and Facilities, the outside walls of the Building, any part or portion of the Said Premises and/or the other Apartment/areas/spaces save as specifically permitted in writing by the Developer, and further not to alter or change or permit any alteration(s) or changes in the pipes, conduits, cables and/or other fixtures, fittings etc. serving any of the Apartments and/or the Building;
- pp) not to keep/place/leave or permit to be kept/placed/left outside the Said Apartment and/or in/at any part or portion of the Said Premises and/or in/at the Building and/or in/at the lobbies, corridors, passages, staircases, landings, and/or in/at any of the areas/facilities comprising the Commonly Used Areas And Facilities etc., any packages, boxes, crates, containers etc. of any description, parcel of goods or articles, sitting stools etc., even temporarily or for a short period of time;
- qq) not to permit any driver, domestic help, servants, agents, personnel, employees, staff etc. and/or any other person employed by the Purchaser to sleep and/or squat and/or loiter around in/at any part or portion of the Building and/or the Said Premises;
- rr) not to put or affix any signboard(s), signage(s), glow sign(s), name plate(s) or stick or affix bill(s), notice(s), advertisement(s), hoarding(s) etc. to/at any part or portion of the Building and/or the Said Premises including at any of the areas/facilities comprising the Commonly Used Areas And Facilities and/or to any part or portion of the exposed/outside walls, doors, external façade, windows etc. of the Said Apartment and/or the Vehicle Parking Space, save and except displaying

a small decent name plate at the location specified for the same by the Developer outside the main door of the Said Apartment;

- ss) not to affix or install or attach or hang any aerial/antenna/satellite dishes to/from any part or portion of the roof/ultimate roof of the Building and/or the Balcony(ies)/Verandah(s) that may be a part of any Apartment and/or its windows etc. and/or to/from any part or portion of the Building and/or the Said Apartment and/or the Vehicle Parking Space;
- tt) to use only such power/generator back-up as allocated by the Developer to the Said Apartment, and not to demand/claim any further/additional power/generator back-up on any ground whatsoever or howsoever;
- uu) to ensure that all the employees, servants, domestic help, drivers, personnel, visitors, agents, contractors etc. of the Purchaser strictly abide by the rules framed/amended from time to time by the Developer and/or by the Facility Management Entity including the Rules as also the instructions issued from time to time for enforcing security, maintenance etc., and further to ensure that none of them in any manner deface, vandalise or bring to disrepute the Project;
- vv) the Developer shall be entitled to take such steps as it deems fit and proper in the interest of preserving the aesthetics of the Building and/or the Said Premises including but not limited to the external façade of each of the above;
- ww) on and from the Outgoings Payment Commencement Date, the Purchaser shall be liable to pay the municipal rates and taxes in respect of the Said Apartment as determined by the Developer, and, further, in the event of there being any enhancement to/in the rates and taxes due to any act, deed or thing done or carried out or executed at the Said Apartment by/at the instructions of the Purchaser, such enhancement shall be paid and borne exclusively by the Purchaser in addition to and over and above the aforesaid rates and taxes;
- xx) not to amalgamate/join/consolidate/connect the Said Apartment with any other Apartment and/or space and/or area within the Building in any manner whatsoever or howsoever even if the Purchaser has been allotted by way of a written instrument any further/other Apartments and/or spaces/areas which are adjacent to and/or adjoining the Said Apartment;
- yy) to comply with all notices, orders and requisitions of the local and/or municipal and/or other concerned authorities that may be required to be complied with by the Owners and/or the Developer and/or the Purchaser in respect of the Said Apartment And Properties Appurtenant Thereto or any part thereof, all at his/her/their/its own cost and liability;
- zz) not to claim any right of pre-emption or otherwise in respect of any other Apartment and/or any part or portion and/or areas/spaces etc. at/of the Building and/or the Said Premises and/or the Commonly Used Areas And Facilities, and the Purchaser confirm(s) and undertake(s) that the Purchaser neither has nor shall have any such right of pre-emption;
- aaa) not to at any time make or claim partition or division on any ground whatsoever of any part or portion of the Said Premises and/or the Building and/or the Said Apartment and/or any of the areas/portions comprising the Commonly Used Areas And Facilities;
- bbb) to exercise all precautions and care and take all steps as may be necessary and/or expedient to prevent the commission of any offence under any statutory law or otherwise, and to keep each of the Indemnified Parties and each of the users and occupiers of the several units/areas/spaces at the Building and/or the Said Premises safe, harmless and indemnified in respect thereof;
- ccc) not to claim any right of user or common use or any other right of any nature whatsoever or howsoever over/in respect of any part or portion of the Retained Areas and/or such areas which are under the exclusive ownership and/or control and/or use and/or possession of the Developer, who shall be entitled to use etc. and/or permit user etc. of the same for any purpose whatsoever or howsoever and/or to dispose of and/or deal with the same in such a manner and in lieu of such consideration (which shall absolutely belong to and be exclusively appropriated by the Developer), each as the Developer may deem fit and proper.

6.2 The Purchaser hereby further agree(s) and confirm(s) that each of the covenants, restrictions and obligations undertaken to be observed and fulfilled by the Purchaser under these presents including those stipulated in Clauses 6.1 and 6.2 hereinabove shall deemed to be covenants running with the land and/or with the Said Apartment And Properties Appurtenant Thereto, and even upon formation of the Holding Organisation, the same shall not under any circumstances be changed and/or modified and/or amended, and the Purchaser hereby give(s) his/her/their/its unfettered and irrevocable consent to each of the aforesaid, and agree(s), undertake(s) and covenant(s) that the same shall be binding on the Purchaser.

- 6.3 The Purchaser further admit(s) and acknowledge(s) that the Owners and the Developer consider each of the representations, warranties, admissions, acknowledgements, covenants and undertakings made/given by the Purchaser to be an important and inseparable part of this Agreement, and the Owners and the Developer have entered into this Agreement in reliance thereof.

Article VII

Holding Organization

- 7.1 At such time as the Developer may deem fit and proper, the Holding Organisation shall be formed.
- 7.2 It shall be incumbent upon the Purchaser to become a member of the Holding Organisation, and to pay upon demand and at such time as designated by the Developer, the necessary subscription and/or membership charges, fees etc. together with the proportionate costs and expenses for the formation of the same, each as ascertained by the Developer, and the Purchaser hereby authorize(s) and empower(s) the Developer to take all necessary steps in respect thereof, it being clarified that without becoming a member of such Holding Organisation the Purchaser shall not be entitled to avail of the various facilities and/or utilities at the Said Premises and/or the Building including but not limited to the Commonly Used Areas And Facilities. Further, the Purchaser shall be bound to and undertake(s) and covenant(s) to abide by and comply with all the rules and regulations as may be framed and/or made applicable by the Holding Organisation on all the Apartment Holders including the Purchaser, and all the occupiers of the Project.
- 7.3 The Developer will, as and when it deems fit and proper, in due course cause to be transferred to the Apartment Holders/the Holding Organisation such of the rights and obligations of the Developer including those pertaining to the Common Purposes as the Developer deems fit and proper, whereupon only the Apartment Holders/Holding Organisation shall be entitled thereof and obliged therefor including but not limited to the compliance, subsistence and renewal of all licenses, annual maintenance contracts, other contracts, guarantees, warranties, obligations etc. to various authorities including under various statutes and/or to various third parties, as may from time to time have been procured/obtained/entered into by the Developer, and the Developer shall immediately stand discharged and/or absolved of any liability and/or responsibility in respect thereof, and all the Apartment Holders including the Purchaser shall keep each of the Indemnified Parties safe, harmless and indemnified in respect thereof.
- 7.4 For the avoidance of doubt it is clarified that if within the period specified by the Developer in the notice issued by the Developer in this regard, the Apartment Holders/the Holding Organisation fail and/or neglect to take over from the Developer the abovementioned rights and obligations, then on the expiry of the aforesaid period, the Developer shall no longer be liable or responsible for the same, which shall be deemed to stand vested in all the Apartment Holders including the Purchaser/the Holding Organisation on and from such date. Further, as and when the Developer deems fit and proper, the Developer will also transfer in favour of/to the Apartment Holders/Holding Organisation, as the case may be, in such manner as the Developer may deem fit and proper, the residue, if any, then remaining of any of the applicable Deposits, if any, made by the Apartment Holders after adjusting all amounts then remaining due and payable by any Apartment Holder to the Developer together with the Interest thereon, and the amounts thus transferred, shall be held by all the Apartment Holders/Holding Organisation, as the case may be, to the account of the co-Apartment Holders, respectively for the purposes therefore.

Article VIII

Commonly Used Areas And Facilities, and management, maintenance etc.

- 8.1 The Purchaser shall not be entitled to claim exclusive possession of and/or exclusive rights over/in respect of any part or portion of the Commonly Used Areas And Facilities, and the Purchaser will only be allowed to use and enjoy the same in the manner stipulated by the Developer and/or the Holding Organisation, subject to compliance of the terms and conditions governing such use and enjoyment.
- 8.2 The Developer shall be entitled to exclusively determine and formulate and amend from time to time, the mode and manner of the retention of and/or the conduct of the Common Purposes, as also to determine from time to time the rules and regulations therefore and the amendments thereto (“**Rules**”), and the Purchaser hereby give(s) his/her/their/its unfettered and irrevocable consent to the same, and agree(s) and undertake(s) that the same shall be binding on the Purchaser and shall be deemed to form a part of the covenants running with the land and the Said Apartment And Properties Appurtenant Thereto.
- 8.3 At such time as the Developer may deem fit and proper (even prior to the formation of the Holding Organisation), the Developer shall be entitled to assign its rights pertaining to the Common Purposes and/or any part thereof in favour of any third party and/or to nominate/appoint a Facility Management Entity to conduct and carry out the same, as the Developer may determine at its sole and absolute discretion including the terms and conditions governing the same, and the Purchaser agree(s) and undertake(s) not to object to the same on any ground whatsoever. The Purchaser further confirm(s) that the Purchaser shall be

liable to and undertake(s) to make payment of the proportionate amount of the fees payable to the Facility Management Entity, and further so long as the Developer itself renders and/or conducts the retention of the Common Purposes, the Purchaser confirm(s) that the Purchaser shall be liable to and undertake(s) to make payment to the Developer of a proportionate share of the fees/service charges levied by the Developer for the same.

- 8.4 The quantum of the Common Expenses as also the proportionate share thereof payable by the Purchaser shall be determined and apportioned by the Developer and/or the Facility Management Entity in such a manner as the Developer and/or the Facility Management Entity may determine at their respective sole and absolute discretion, and the same shall be final and binding on the Purchaser, and the Purchaser consent(s) to the same and shall not object to the same on any ground whatsoever or howsoever. Further, the statement of account of apportionment of the Common Expenses, charges etc. as prepared by the Developer and/or the Facility Management Entity shall be conclusive, final and binding on the Purchaser, and any clarifications sought for by the Purchaser in respect thereof shall not entitle the Purchaser to delay/withhold making payment of the same, and the Developer and/or the Facility Management Entity will entertain any such request from the Purchaser only subject to the Purchaser first paying and clearing each of the amounts as ascertained by the Developer and/or the Facility Management Entity as being due and payable by the Purchaser.
- 8.5 The Purchaser admit(s) and acknowledge(s) that the upkeep, maintenance, management etc. of the Commonly Used Areas And Facilities and the retention of the Common Purposes being for the benefit of all the Apartment Holders, any delay/default by the Purchaser in making payment of any of the amounts in lieu thereof and/or for the same including the Common Expenses and all other amounts stipulated in this Agreement, would adversely effect the Common Purposes etc. and/or the interest of the Apartment Holders, and thus the Purchaser confirm(s) and undertake(s) that without prejudice to the other rights of the Developer and/or the Holding Organisation, as the case may be, in the event of any default/delay by the Purchaser in making timely payment of any of the aforesaid amounts, whether before or after execution and registration of the Final Deed subject to the terms hereof, and further without prejudice to the obligation of the Purchaser to pay Interest on each of the defaulted/delayed amounts, if such delay/default shall continue for a period of 60 (sixty) days, then the Purchaser shall not be entitled to use/avail of any of the facilities and/or utilities attached to and/or serving the Said Apartment including but not limited to the Commonly Used Areas And Facilities, and the Developer and/or the Holding Organisation and/or the Facility Management Entity, as the case may be, shall be entitled to and/or shall have the right to and the Purchaser hereby consent(s) to and irrevocably authorize(s) and empower(s) each of the Developer and the Holding Organisation and the Facility Management Entity jointly and/or severally, to withhold/disconnect/suspend/withdraw all the utilities and facilities available to the Purchaser including those forming a part of the Commonly Used Areas And Facilities and/or those serving/attached to the Said Apartment And Properties Appurtenant Thereto including but not limited to water, electricity, use of lift, generator etc., till such time all the dues together with the Interest thereon are received by the Developer and/or the Holding Organisation and/or the Facility Management Entity, as the case may be, to their respective satisfaction, it being clarified that the Purchaser shall continue to be liable to pay each of the aforesaid amounts together with the Interest thereon for the period of such disconnection/suspension/withdrawal as also the reconnection charges therefore together with such compensation as may be determined by the Developer and/or the Holding Organisation and/or the Facility Management Entity, as the case may be, and the Purchaser hereby and hereunder give(s) his/her/their/its unfettered and irrevocable consent to the same. In addition, the Said Apartment And Properties Appurtenant Thereto shall be deemed to stand charged in favour of the Developer and/or the Holding Organisation, as the case may be, for all such amounts falling due together with the Interest thereon. Further, before restoration of the services/utilities, the Purchaser shall be liable to deposit with the Developer and/or the Holding Organisation, as the case may be, such additional interest free security deposit(s) as the Developer and/or the Holding Organisation may determine at their respective sole and absolute discretion, and the Purchaser hereby consent(s) to the same. Furthermore, should the Purchaser default/delay in making payment of any of the aforesaid amounts for a continuous period of 60 (sixty) days, the Developer shall additionally be entitled to and/or shall have the right, at its sole and absolute discretion, to terminate this Agreement, whereupon the consequences as enumerated in the Article XIII of this Agreement or those as determined by the Developer shall apply, and the Purchaser accept(s) and consent(s) to the same.

Article IX

Recreation Area

- 9.1 The Developer has agreed to provide various Recreation Area spread within various parts of the Project with such facilities, utilities etc. as determined by the Developer at its sole and absolute discretion, with such recreation area presently intended to comprise of a small community hall, AC banquet hall, four guest room, designated area for pharmacy, convenience store, laundry, nursery school, crèche, puja mandap, AC indoor games room, gymnasium and spa, swimming pool with babypool and changing room, AC home theatre, AC library, AC indoor toddlers zone, outdoor children play area, landscaped garden with adda zone, multipurpose court, facility management/association office, toilet for drivers and servants, yoga and meditation room, garbage disposal area, senior citizen adda zone and jogging track (“**Recreation Area**”),

intended for common use by only all the Apartment Holders of the Project including the Purchaser, subject *inter alia* to the terms recorded herein.

- 9.2 In as much as the Recreation Area is intended to be provided for the benefit of all the Apartment Holders, the Purchaser shall be liable to and undertake(s) to pay to the Developer such monthly and/or periodical fees and other sums for the same as may be determined from time to time by the Developer including for the management, maintenance, upkeep and administration of the Recreation Area, it being agreed and understood that the Purchaser shall be bound and obliged to pay and bear the aforesaid even in the event the Purchaser does not use and/or avail of the facility of the Recreation Area.
- 9.2.1 Different portions of the recreation areas will be spread over the various clusters, buildings and/or blocks. With the completion of each Phase the Developer will deliver the respective Recreation Areas proposed in that particular Phase. Ultimately all the Recreation Areas in the various clusters and/or blocks shall form part of the Common Areas for the entirety of the Project. The upkeep, maintenance and operating costs of all the Recreation Areas shall form part of the Common Expenses for the entire Project. All the Purchasers will have to pay proportionate share of the same as Common Expenses. As more Phases are delivered the proportionate upkeep, maintenance and operating costs of the Recreation Areas will keep getting added and distributed between all the Purchasers.
- 9.3 The Developer and/or the Other Entities shall have the right to operate and manage the Recreation Area, and frame and/or amend from time to time all the rules and regulations pertaining to/governing the use, management, maintenance, governance, functioning, operation and administration of the Recreation Area ("**Recreation Area Rules**"), and the Purchaser shall be bound by and undertake(s) to comply with and adhere to the same.
- 9.4 The Recreation Area will be available for the use and enjoyment of only the Purchaser and the direct family members of the Purchaser (comprising only of the spouse, the dependent children and parents of the Purchaser), and in the event the Purchaser be a body corporate, then for the abovementioned direct family members of the official/employee of such body corporate occupying the Said Apartment as intimated in writing by the Purchaser to the Developer, subject to the abovementioned rules and regulations.
- 9.5 In the event of any delay/default on the part of the Purchaser in making payment of any part or portion of the abovementioned monthly and/or periodical charges etc., the Developer shall be entitled to claim and the Purchaser undertake(s) to pay Interest on such delayed/defaulted amount(s).
- 9.6 Without prejudice to the aforesaid, on the failure of the Purchaser to regularly pay the aforesaid charges, expenses etc. in respect of the Recreation Area, the Purchaser and/or the abovementioned direct family members of the Purchaser and/or the aforesaid direct family members of the official/employee of the Purchaser occupying the Said Apartment shall not be entitled to enter into and/or use the Recreation Area and/or any of its attendant facilities, utilities etc., and all privileges of the Recreation Area shall stand withdrawn, and the Purchaser hereby give(s) his/her/their/its unfettered consent to the same.
- 9.7 On the transfer/sub-lease/letting out of the Said Apartment And Properties Appurtenant Thereto by the Purchaser subject to the terms hereof and/or subject to the terms stipulated in the Final Deed, the transferee/sub-lessee/tenant of the Purchaser and/or if the Purchaser be an individual, on the demise of the Purchaser, the lawful successor(s)-in-interest/legal heir(s) of the Purchaser, as the case may be, shall, in order to be able to access and use the Recreation Area, be bound by and shall be obliged to comply with each of the then prevailing Recreation Area Rules as also to pay the then prevailing transfer fees, user fees, charges etc., if any.
- 9.8 None of the Apartment Holders including the Purchaser shall have any exclusive right to any of the properties, assets, facilities, utilities etc. of the Recreation Area or and/or regarding the operations, management etc. of the Recreation Area, and each of the Apartment Holders including the Purchaser shall be bound to abide by and comply with all the Recreation Area Rules.

Article X

Creation of charge/mortgage by the Developer

- 10.1 Notwithstanding anything contained herein, by execution of this Agreement the Purchaser has/have provided his/her/its/their consent to the Developer to apply for and obtain financial assistance and/or project finance from any bank and/or financial institution, and for the said purpose to create mortgage, security, charge or other Encumbrances over and in respect of the Said Premises and/or the Building and/or any part or portion thereof in favour of the bank and/or financial institution providing such loan and/or financial assistance to the Developer. For the avoidance of any doubt it is clarified that this Agreement by itself shall be treated as the written consent of the Purchaser for creation of charge/mortgage over any part or portion of the Said Premises and/or the Building, and no separate consent of the Purchaser shall be required for the said purpose.

- 10.2 Upon receipt by the Developer from the Purchaser (to the complete satisfaction of the Developer), of the full payment and/or deposit, as the case may be, of the Consideration Amount and all other sums, amounts etc. payable/to be deposited by the Purchaser in terms of this Agreement and before handing over of the Said Apartment in terms of this Agreement, the Developer shall cause the charge if any created by the Developer over and in respect of the Said Apartment And Properties Appurtenant Thereto in pursuance of its rights under Clause 10. Hereinabove, to be discharged.

Article XI

Loans against the Said Apartment

- 11.1 For availing a home loan for the purpose of making payment of the Consideration Amount and the other amounts to be paid by the Purchaser to the Developer in terms of this Agreement, the Purchaser shall be entitled to approach only a bank and/or financial institution and no other party/entity/private lender, and in the event of such bank/financial institution agreeing to make available such finance and/or home loan, the Developer shall issue a no objection for the creation of a charge over and in respect of the Said Apartment on the express condition that the amount to be provided by such bank/financial institution shall be applied only for making payment of the Consideration Amount and the other amounts in terms of this Agreement, and only after a written undertaking recording the same is furnished by the Purchaser to such bank and/or financial institution with a copy to the Developer.
- 11.2 It shall be the sole and exclusive responsibility and liability of the Purchaser to ensure timely payment of the Consideration Amount and each of the amounts payable hereunder notwithstanding any loan availed of by the Purchaser. Neither any of the Owners nor the Developer shall be liable or responsible for the repayment of any such loan taken by the Purchaser from any bank/financial institution, and the Purchaser shall keep each of the Indemnified Parties safe, harmless and indemnified in respect thereof including but not limited to all claims, costs, charges, liabilities, expenses, damages and losses which may be made on any of the Indemnified Parties and/or which any of the Indemnified Parties may suffer or incur or be exposed to by reason of any action that such bank/financial institution may initiate on account of such loan and/or for the recovery of the loan amount and/or any part thereof and/or on account of any breach by the Purchaser of the terms and conditions governing the said loan.
- 11.3 All costs in connection with the procurement of such loan and creation of mortgage of the Said Apartment and further payment of charges to the bank/financial institution shall be solely and exclusively borne and incurred by the Purchaser, and the Purchaser shall keep each of the Indemnified Parties safe, harmless and indemnified in respect thereof. Notwithstanding the provisions hereof, it is clarified that until all the amounts including the total Consideration Amount, the Common Expenses, the Deposits, the Extra Charges, the applicable Outgoings and all/any other charges, costs, expenses, penalties etc., as ascertained by the Developer, are paid by the Purchaser to the satisfaction of the Developer, the Developer shall have a first lien/charge on the Said Apartment to which the Purchaser shall have no objection to, and hereby waive(s) his/her/its/their right to raise any objection in that regard.
- 11.4 The Purchaser hereby expressly agree(s) that so long as the aforesaid loan remains unpaid/outstanding, the Purchaser shall, subject to the terms of this Agreement, not sell, transfer, let out, assign and/or deal with any part or portion of the Said Apartment And Properties Appurtenant Thereto in any manner whatsoever without obtaining the prior written permission of the Developer and the concerned bank/financial institution. Neither any of the Owners nor the Developer shall be liable for any direct and/or indirect act of commission or omission by/of the Purchaser and/or by/of the contractors, men, servants, agents, personnel, employees etc. of the Purchaser, which are contrary to the terms and conditions governing the said loan. It shall be the responsibility of the Purchaser to inform the Holding Organization about the lien/charge of such bank/financial institution, and neither any of the Owners nor the Developer shall be liable or responsible for the same in any manner whatsoever or howsoever.
- 11.5 In the event of termination of this Agreement due to any reason and/or on any ground whatsoever or howsoever, then without prejudice to its other rights stipulated herein, the Developer shall, after deducting such amounts as may be applicable in accordance with the terms and conditions of this Agreement, refund to such bank/financial institution the balance amounts, if any, and simultaneously upon/with the tender thereof by the Developer (notwithstanding the encashment thereof by the concerned party), the charge/any manner of claim of such bank/financial institution and the Purchaser on the Said Apartment And Properties Appurtenant Thereto shall automatically stand cancelled/terminated for all intents and purposes, and neither such bank/financial institution nor the Purchaser shall have any manner of claim or demand or action against any of the Owners and/or the Developer and/or in respect of/over any part or portion of the Said Apartment And Properties Appurtenant Thereto. The Purchaser hereby unconditionally and irrevocably subrogate(s) his/her/their/its right to receive any amount from/payable by the Developer, to such bank/financial institution in the event of cancellation/termination of this Agreement on any ground whatsoever, and further confirm(s) that the act of the Developer of tendering payment to such bank/financial institution (if any ascertained as due and payable by the Developer) shall amount to a valid discharge by the Developer of its obligation to pay/refund any amount to the Purchaser.

Article XII

Transfer and/or nomination by the Purchaser

- 12.1 This Agreement is personal to the Purchaser, and subject to the terms and conditions herein contained, and further without the prior written consent of the Developer, the Purchaser shall not be entitled to:
- i) transfer, assign, let out, mortgage, sub-lease, deal with the Said Apartment And Properties Appurtenant Thereto and/or any part or portion thereof; and/or
 - ii) nominate any Person in his/her/their/its place and stead; and/or
 - iii) permit any Person to use or occupy the Said Apartment And Properties Appurtenant Thereto and/or any part or portion thereof; and/or
 - iv) transfer, assign, novate, mortgage, deal with this Agreement and/or the rights and obligations hereunder.
- 12.2 Only after due compliance and fulfilment by the Purchaser of such terms, conditions and criteria (each as may be stipulated by the Developer) together with payment by the Purchaser to the Developer of a sum equivalent to 2% (two percent) of the Consideration Amount as transfer/nomination fees, which the Purchaser undertake(s) to comply with and/or pay, as the case may be, and further only if the Purchaser has not been in breach or violation of any of the terms and conditions contained herein as determined by the Developer, and furthermore only if the Purchaser has paid and cleared each of his/her/their/its dues together with the Interest thereon, if any, each to the satisfaction of the Developer, and further only after expiry of 12 (twelve) months from the date hereof, shall the Developer consider the request of the Purchaser to permit the Purchaser to do any of the acts stipulated in Clause 12.1 hereinabove, it being agreed and understood that subject to and without prejudice to the aforesaid, in the larger interest of the development proposed at the Said Premises, which would *inter alia* protect the rights of and/or enure to the benefit of the Purchaser, the Developer shall, at its sole and absolute discretion and without assigning any reason and/or justification, be entitled to decline to accept/consider any such request of the Purchaser.
- 12.3 Without prejudice to and subject to the terms hereof, under no circumstance shall the Purchaser transfer, assign, let out, part with possession of any part or portion of the Said Apartment And Properties Appurtenant Thereto to a Person or induct or invite therein any Person, who may cause any infringement or violation of any of the terms or conditions herein contained and/or those contained in the Final Deed, and any such transfer etc. shall be subject to, *inter alia*:
- i) such third party fulfilling the criteria laid down by the Developer; and further
 - ii) such third party executing an undertaking to observe, fulfill and abide by all the terms, conditions, stipulations, obligations etc. as stated herein and/or those stated in the Final Deed including those stipulated by the Developer, and
 - ii) in case of only letting out/parting with possession of the Said Apartment in favour of any Person(s), the Purchaser providing to the Developer the full particulars of the occupant(s) together with the introduction of such Person(s) to the designated representative of the Developer or the Holding Organisation, as the case may be, and the Facility Management Entity, as also of the rent and all other charges and benefits receivable by the Purchaser in respect thereof, to the extent necessary (as determined by the Developer) for assessment of the liability for rates, taxes and other impositions pertaining to the Said Apartment, each of the above to the satisfaction of the Developer.

Article XIII

Termination of the Agreement and consequences thereof

- 13.1 Time for payment and due performance and observance by the Purchaser of each of the terms and conditions herein contained to the satisfaction of the Developer shall always remain as the essence of this contract.
- 13.2 Without prejudice to and in addition to the events/grounds stated elsewhere in this Agreement on the occurrence whereof the Developer shall be entitled to terminate this Agreement, in the event of any default on the part of the Purchaser in making timely payment/deposit of any of the amounts in terms of this Agreement and/or as stipulated by the Developer and/or in the event the Purchaser fail(s) to perform and observe any of the terms and conditions herein contained and on the part of the Purchaser to be performed and observed (such failure being as determined by the Developer), and if such default shall continue for a period of more than 15 (fifteen) days from the due date of payment or performance thereof, as the case may be, interest @12% per annum will be charged on any dues remaining unpaid over 60 days then and in that event the Developer shall be entitled, at its option, and is hereby authorized by the Purchaser, to determine

and/or rescind and/or terminate this Agreement with or without notice, and without assigning any reason whatsoever or howsoever.

- 13.3 The Purchaser may at any time after the date hereof but before execution and registration of the Final Deed subject to the terms hereof, by a 30 (thirty) days' notice in writing intimate the Developer of his/her/their/its intent to terminate this Agreement provided that the Purchaser shall be entitled to exercise such right of termination only if on the date when the Purchaser so expresses his/her/their/its intent to terminate this Agreement, the rate then prevailing for transfer of an Apartment is not less than the rate at which the Consideration Amount recorded herein has been arrived at, and the Purchaser agree(s) and undertake(s) that the decision of the Developer in this regard shall be final and binding on the Purchaser, and *inter alia* in view of the fact that the Developer is blocking the Said Apartment and the Vehicle Parking Space for the Purchaser, the Purchaser shall not make, set up or initiate any claim, demand or action which is contrary to the aforesaid, and thus the aforesaid termination contemplated by the Purchaser shall be subject to written acceptance of the same by the Developer.
- 13.4 Depending on the date of termination of this Agreement by the Developer and/or by the Purchaser (as the case may be) in terms hereof, the undernoted mutually agreed amounts shall, without any further act, deed or thing by the Developer and/or by the Purchaser stand forfeited in favour of the Developer from out of all the sums paid/deposited till such date by the Purchaser to/with the Developer and/or any of the Other Entities at the specific instructions of the Developer (irrespective of the account towards which such sum may have been paid/deposited by the Purchaser), and the balance, if any ascertained by the Developer as payable by the Purchaser to the Developer, shall forthwith and immediately be paid on demand by the Purchaser to the Developer, and the Purchaser accept(s) such consequences and consent(s) to the same:-
- on termination prior to the issuance of the Completion Notice:
- (a) a sum equivalent to 10% (ten percent) of the Consideration Amount; and (b) the Interest, if any due, accrued and payable by the Purchaser as ascertained by the Developer; and (c) the amounts deducted by the Purchaser as TDS while making any payment to the Developer and/or to any of the Other Entities; and (d) all amounts paid/payable by and/or recoverable from the Purchaser towards any of the Taxes.
- ii) on termination after issuance of the Completion Notice:
- (a) a sum equivalent to 20% (twenty percent) of the Consideration Amount; and (b) the Common Expenses and each of the amounts stipulated in Clause 5.15, each payable with effect from the Outgoings Payment Commencement Date till the date of termination as notified by the Developer; and (c) the Interest, if any due, accrued and payable by the Purchaser on any amount as ascertained by the Developer; and (d) the amounts deducted by the Purchaser as TDS while making any payment to the Developer and/or to any of the Other Entities; and (e) all amounts paid/payable by and/or recoverable from the Purchaser towards any of the Taxes.
- The Purchaser accept(s) and confirm(s) that the abovementioned mutually agreed amounts are a fair and reasonable estimate of the loss and damage that would be suffered by the Developer due to the abovementioned termination, bearing in mind that the Said Apartment and the Vehicle Parking Space would have been kept blocked by the Developer for the Purchaser, and the Purchaser covenant(s) and undertake(s) not to set up or raise or make any claim and/or demand contrary thereto.
- 13.5 In the event after the aforesaid forfeiture, the Developer ascertains that any amount is to be refunded by the Developer to the Purchaser, such amount will be refunded without any interest only after the Developer has entered into a fresh agreement in respect of the Said Apartment And Properties Appurtenant Thereto with any other Person(s). The Purchaser acknowledge(s) that it is justifiable for the Developer to refund the amount, if any ascertained as due by the Developer to the Purchaser, after expiry of a reasonable period of time after the date on which the Developer enters into the abovementioned new agreement, in as much as the Developer would be blocking the Said Apartment and the Vehicle Parking Space on account of the Purchaser, and thus the Purchaser agree(s) and covenant(s) not to raise any objection whatsoever or howsoever to the same, and hereby consent(s) to the same.
- 13.6 Immediately on the issuance of the termination notice by the Developer, the Purchaser shall cease to have any manner of right or claim or demand under this Agreement and/or against the Owners and/or against the Developer (save and except receipt of refund, if any, subject to and/or in accordance with the provisions of this Article XIII) and though none created hereunder, for the avoidance of any doubt, any manner of right or interest or claim or demand in respect of any part or portion of the Said Apartment And Properties Appurtenant Thereto, and the Developer shall be entitled to deal with the Said Apartment And Properties Appurtenant Thereto in such a manner as it may deem fit and proper, and the Purchaser hereby confirm(s) the same.
- 13.7 On the date of termination of this Agreement by any of the Parties hereto subject to and in accordance with the terms hereof, any works done or executed by the Purchaser in the Said Apartment shall be deemed to

comprise an integral part of the Said Apartment, and the Purchaser shall not be entitled to remove and/or dismantle the same and/or claim/demand any reimbursements, costs, charges etc. in lieu thereof.

Article XIV

Documentation and professional charges

- 14.1 The Advocate has prepared this Agreement and shall draw/draft all the papers and documents and instruments required for and/or in connection with the Said Premises and/or the Project and/or the Said Apartment And Properties Appurtenant Thereto including the Final Deed as also each of the deeds, documents etc. envisaged herein and/or as determined by the Developer from time to time, and each of the deeds, documents etc. shall be in such form and shall contain such particulars and/or covenants and/or stipulations as the Developer may approve and/or deem fit and proper, and the Purchaser covenant(s), undertake(s) and commit(s) to accept each of such drafts, deeds, documents, instruments etc. as shall be prepared by the Advocate without any dissent or demur, bearing in mind the rights and interests of all the Apartment Holders, provided that the Purchaser shall be entitled to obtain independent advice which shall however not absolve the Purchaser from his/her/their/its liability to make payment of the legal/professional fees and documentation charges payable by the Purchaser to the Developer.
- 14.2 The original of this Agreement has been handed over to the Purchaser and the Purchaser has assumed the obligation and responsibility to cause this Agreement to be stamped and registered at his/her/their/its own cost and expense, and upon prior 30 (thirty) days written notice being given, the respective representatives/constituted attorneys of the Owners and the Developer will remain present to admit the execution thereof, and in the event of the Owners and/or the Developer being saddled with any liability on account of the stamp duty, registration fees and any other charges, expenses etc. and/or due to the non-registration of this Agreement, the Purchaser agree(s) and undertake(s) to indemnify and keep each of the Indemnified Parties fully safe, harmless and indemnified in respect of the aforesaid.
- 14.3 After compliance by the Purchaser of each of his/her/their/its obligations to the satisfaction of the Developer including but not limited to receipt by the Developer of all the amounts dues and payable by the Purchaser (each as ascertained by the Developer), the Owners and the Developer and the Purchaser shall take steps to execute the necessary deed in respect of the Said Apartment And Properties Appurtenant Thereto, which shall be in such form and contain such particulars and/or covenants and/or stipulations as the Advocate may deem fit and proper (“**Final Deed**”), on such date as may be determined by the Developer. The Purchaser shall be liable to cause the Final Deed to be registered.
- 14.4 The Purchaser shall further be liable and responsible to and hereby and hereunder covenant(s) and undertake(s) to pay and bear *inter alia*: (i) the entire stamp duty, registration fees and other fees, taxes and charges as may be levied from time to time by the government and/or any other authority(ies) and as applicable/prevaling at the time of registration; and (ii) the legal fees as determined by the Developer; and (iii) other related and/or incidental charges and expenses including but not limited to documentation charges. Each of such amounts shall be paid/deposited by the Purchaser to/with the Developer within the time period prescribed for the same by the Developer in its notice of demand in respect thereof.
- 14.5 If the Purchaser fail(s) and/or neglect(s) to have the Final Deed executed and registered on/within the date notified by the Developer, then without prejudice to the right of the Developer to terminate this Agreement (such right to be exercised at the discretion of the Developer), whereupon the consequences stipulated in Article XIII of this Agreement shall apply, which the Purchaser accept(s) and consent(s) to, the Purchaser shall be liable to and agree(s) and undertake(s) to pay to the Developer, as and by way of mutually agreed pre-determined holding/carrying charges of a sum of Rs. 25,000/- (Rupees Twenty Five Thousand only) per month until such time the Final Deed is executed and registered by the Purchaser provided that the same shall not render the Developer liable or responsible *inter alia* for the damage if any that may be caused to the Said Apartment due to such delay caused/occasioned by and/or attributable to the Purchaser, and the Purchaser shall be bound and obliged to have the Final Deed executed and registered subject to compliance of the other terms stipulated herein on “as is where is basis”. The Purchaser accept(s) and confirm(s) that the abovementioned mutually agreed pre-determined holding/carrying charges are a fair and reasonable estimate of the loss and damage that would be suffered by the Developer due to the abovementioned default committed by the Purchaser, and the Purchaser covenant(s) and undertake(s) not to set up or raise or make any claim/demand etc. contrary thereto.
- 14.6 The Purchaser shall from time to time, without raising any dissent, demur or cavil on any ground whatsoever or howsoever, sign and execute all applications, papers, documents, maintenance agreements, electricity agreements, manuals, guidelines and other deeds, each as per the formats prepared and/or caused to be prepared by the Advocate, and further the Purchaser shall grant such authorities, render such co-operation and do, execute and perform all such acts, deeds and things, each as the Developer may deem fit and necessary, in the interest of the development proposed at the Said Premises.

Article XV

Force Majeure

- 15.1 Neither any of the Owners nor the Developer shall be regarded in breach of any of the terms and conditions herein contained and on the part of the Developer to be performed and observed if prevented by any one or more of any of the Force Majeure Events.
- 15.2 In the event the Developer is prevented from completing the Said Apartment in the manner and within the period stipulated in Clauses 5.1 and 5.2 hereinabove due to any Force Majeure Event, in respect whereof the certificate of the Architect shall be final, conclusive and binding on the Purchaser, the Purchaser shall neither have nor be entitled to have and/or set up any claim/demand/action on/against the Owners and/or the Developer under any circumstance and/or any ground whatsoever or howsoever, and thus the time for the Developer to so complete the Said Apartment shall automatically stand extended by the period during which the concerned Force Majeure Event and its effects subsisted.

Article XVI

Governing law and jurisdiction

- 16.1 This Agreement shall in all respects be governed by and construed in accordance with the laws of India. Only the courts at Calcutta/Kolkata shall have the sole and exclusive jurisdiction in respect of all matters arising out of and/or pertaining to and/or concerning this Agreement.

Article XVII

Notice

- 17.1 All notices to be served hereunder by the Developer to the Purchaser shall be deemed to have been served on the 4th (fourth) day from the date of delivery of the same to the postal authority for dispatch by registered post/speed post with acknowledgement due at the last known address of the Purchaser.
- 17.2 All correspondence shall be made with the Purchaser at the address of the Purchaser stated herein. Any change of the address of the Purchaser shall have to be notified in writing by the Purchaser to the Developer at the registered office of the Developer, and acknowledgement obtained by the Purchaser from the Developer for the noting of such change.
- 17.3 In case more than one Person comprises/constitutes the Purchaser herein, all communication shall be sent to the Person whose name appears first in the nomenclature of this Agreement, and the same shall for all purposes be considered as service on each of the Persons comprising/constituting the Purchaser. Further, any document, paper etc. signed/executed/accepted/acknowledged by any one of the Persons comprising/constituting the Purchaser shall be binding on each of the Persons comprising/constituting the Purchaser. Every communication sent by the Developer shall be deemed to have been received by the Purchaser.

Article XVIII

Consents and approvals

- 18.1 Any consent or approval under this Agreement must be obtained by the Purchaser before the act or event to which it applies/relates to is carried out or done, and the same shall be effective only after such consent or approval is given in writing, and signed by a Person duly authorized by the Developer.
- 18.2 In the event where pursuant to this Agreement, the doing or the execution of any act, matter or thing by the Purchaser is dependent upon the consent or approval of the Developer, such consent or approval may be given or withheld by the Developer at its absolute discretion without the Developer being required to assign any reason therefor. However, if such consent or approval is granted, it may be given on such terms and conditions as the Developer may at its sole, absolute and unfettered discretion deem fit to impose, with the Developer having the unfettered and absolute right to withdraw and/or revoke at any point of time any such consent/approval if in the opinion of the Developer, the terms and conditions so stipulated by the Developer are not being and/or have not been complied with and/or adhered to by the Purchaser to the satisfaction of the Developer, and such opinion/decision of the Developer shall be final and binding on the Purchaser, which the Purchaser accept(s) and consent(s) to, without any dissent or demur.
- 18.3 The Purchaser shall pay to the Developer, upon demand, any reasonable fees payable by the Developer to the consultants, if any, engaged by the Developer to examine or advise on the Purchaser's application for consent or approval, and further any other expenses incurred by the Developer in connection with the Purchaser's application for consent or approval.

Article XIX

Miscellaneous

- 19.1 The name of the Project/Building shall be and shall always be “Majhergaon”, and the Purchaser and/or the Holding Organisation and/or the Apartment Holders shall not be entitled to change the name and/or call upon the Developer to change the same under any circumstances.
- 19.2 The Developer, at its sole discretion, may change, add, delete, alter, relax, modify etc. any of the terms and conditions stated herein. Furthermore, as a result of any contingency arising, the Developer reserves the right to alter and/or vary, without any notice, any of the terms and conditions herein and/or if the circumstances so warrant, the Developer may suspend the fulfilment of its obligations for such period as it may consider expedient, and the Purchaser agree(s) not to claim compensation of any nature whatsoever for the period of such suspension.
- 19.3 None of the Indemnified Parties shall be liable for any direct, indirect, punitive, incidental or consequential loss, claim, demand or damage suffered by the Purchaser due to loss of documents, delay in postal services and/or any other eventualities beyond the control of the Indemnified Parties, and the Purchaser agree(s) and undertake(s) to keep each of the Indemnified Parties safe, harmless and indemnified with regard thereto.
- 19.4 The Purchaser agree(s) and accept(s) that irreparable damage would be caused to the Developer in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or are otherwise breached, and thus it is accordingly agreed that the Developer shall be entitled to specifically enforce the terms and provisions of this Agreement.
- 19.5 The Parties acknowledge and agree that the Parties have entered into this Agreement as independent entities and purely on principal to principal basis, and nothing stated herein shall be deemed to constitute an association of Persons and/or a partnership between/amongst any of the Parties, or be construed as a joint venture between/amongst the Parties. Each Party shall keep each of the other Party (ies) duly indemnified from and against the same.
- 19.6 This Agreement contains the entire Agreement amongst the Parties in respect of the subject matter hereof, and supercedes all earlier/other recordings, promotional literature, agreements, arrangements, memoranda, understandings, brochures etc., and in no event shall the Purchaser be entitled to set up any oral agreement.
- 19.7 This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement.
- 19.8 No forbearance, indulgence, relaxation or inaction by the Developer at any time to require performance by the Purchaser of any of the provisions, covenants or undertakings of/in this Agreement shall in any manner be construed as a waiver by the Developer or in any manner affect, diminish or prejudice the right of the Developer to require performance of that provision, covenant or undertaking, and any waiver or acquiescence by the Developer of any breach of any of the provisions, covenants or undertakings of/in this Agreement, shall not be construed as a waiver or acquiescence of any future breach or of the rights hereunder or arising out of this Agreement, or acquiescence to or recognition of any other right under or arising out of this Agreement and/or a position other than as expressly stipulated in this Agreement. No waiver shall be effective unless made in writing and signed by an authorised representative of the Developer.
- 19.9 The Parties agree that if any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the validity, legality or enforceability of the remaining terms and provisions of this Agreement shall not in any way be affected or impaired, each of which shall continue to be valid and binding, and such invalid, illegal or unenforceable provision shall for all purposes be treated as severed from this Agreement and ineffective to the extent of such invalidity or unenforceability. Notwithstanding the foregoing, the Parties shall thereupon discuss in good faith in order to agree on the terms of another provision in order to achieve as nearly as possible the same effect as that of the provision so found to be void or unenforceable, to satisfactorily record the intent of the Parties.

The First Schedule Above Referred To

(“Said Premises”)

ALL THAT the several pieces and parcels of land collectively admeasuring 454.96 cottahs more or less (equivalent to 7.52 acres more or less), comprised in several R.S./L.R. Dag Nos., appertaining to several L.R. Khatian Nos., all as detailed herein below, J.L. No. 42, comprised in Mouza Kutulsahi, Police Station Barasat, Post Office Barasat, Holding No 1048 Kutulsahi Road under Barasat Municipality, Ward No 29, Kolkata - 700155 and the several pieces and parcels of land collectively admeasuring 68.97 cottahs more or less (equivalent to 1.14 acres more or less), comprised in several R.S./L.R. Dag Nos., appertaining to several L.R. Khatian Nos., all as detailed herein below, J.L. No. 74, comprised in Mouza Digberia, Police Station Madhyamgram, Post Office Madhyamgram, Holding No

233 Badu Road, under Madhyamgram Municipality, Ward No. 4 (formally known as Ward No. 12), Kolkata – 700155, District 24 Parganas (North) aggregating in total admeasuring area to 8.66 acres equivalent to 523.93 Cottahs. Parganas together with all easement rights and all other rights, appurtenances and inheritances for access and user, delineated on Plan A annexed hereto and bordered in colour Red thereon. Details of schedule of land were given herein below in a tabular form:

Mouzas	R.S & L.R. Dag Nos.	L.R. Khatian Nos.	Area Purchased (decil)
Digberia	8	1760/1	03
Digberia	14	1759/1,1751,1761	39
Digberia	15	1289, 1749, 1291, 1292, 1293, 1294	54
Digberia	21/560	1748,1750	18
Kutulsahi	539	895, 898, 881,900	37
Kutulsahi	540	889, 893, 897, 899, 999, 1000, 1001, 1002	71
Kutulsahi	541	861, 843	14
Kutulsahi	542	835, 836, 851, 868, 869, 870, 872, 896	74
Kutulsahi	543	890, 894	19
Kutulsahi	544	832, 862, 863, 864, 866, 873, 875, 878, 879	88
Kutulsahi	544/596	827, 833, 844, 874	38
Kutulsahi	546	892,882, 891, 770, 769, 768, 880, 865, 876, 871	127
Kutulsahi	547	996,997,998	26
Kutulsahi	551	793, 794	22
Kutulsahi	552	888	5.19
Kutulsahi	565	846, 842, 841, 852, 867, 854, 853, 849, 861	84
Kutulsahi	570		13
Kutulsahi	570/595	877	10
Kutulsahi	571	838, 855, 856, 830	35
Kutulsahi	572	858, 860, 847, 848	30
Kutulsahi	573	860, 828, 837, 839, 859	44
Kutulsahi	574	859, 857, 829, 840, 845, 831	48
Kutulsahi	575	830, 831, 834, 850	28
Kutulsahi	545	991,992, 993,994,995	14
Kutulsahi	548	991,992,993,994,995	36
Total Area			977.19

The Second Schedule Above Referred To

("Devolution of Title")

1. By 78 separate registered Deed of Conveyances, the original and erstwhile owners of the said Premises sold transferred and conveyed ALL THAT the several pieces and parcels of land collectively admeasuring 454.96 cottahs more or less (equivalent to 752 decimals equivalent to 7.52 acres more or less), comprised in several R.S./L.R. Dag Nos., appertaining to several L.R. Khatian Nos., all as detailed herein below, J.L. No. 42, comprised in Mouza Kutulsahi, Police Station Barasat, Post Office Barasat, Holding No 1048 Kutulsahi Road under Barasat Municipality, Ward No 29, Kolkata - 700155 and the several pieces and parcels of land collectively admeasuring 68.97 cottahs more or less (equivalent to 1.14 acres more or less), comprised in several R.S./L.R. Dag Nos., appertaining to several L.R. Khatian Nos., all as detailed herein below, J.L. No. 74, comprised in Mouza Digberia,

Police Station Madhyamgram, Post Office Madhyamgram, Holding No 233 Badu Road, under Madhyamgram Municipality, Ward No. 4 (formally known as Ward No. 12), Kolkata – 700155, District 24 Parganas (North) aggregating in total admeasuring area to 8.66 acres equivalent to 523.93 Cottahs in favour of Swadha Nirman Pvt. Ltd. And 77 others entities the Vendors / Owners herein and the said Deeds were duly Registered in the different Registry offices and recorded in the manner as mentioned herein below:

DATE	Present Owner	Deed No.	Vol. No	PAGES	Registry Office
25.05.2012	Santosh Kr. Rungta	7716/12	24	2997 to 3014	D,S.R. – II North 24 Parganas
do	Kiran Roongta	7655/12	24	1990 to 2008	D,S.R. – II North 24 Parganas
do	Mohanlal Roongta	7656/12	24	2009 to 2028	D,S.R. – II North 24 Parganas
Do	Hemlata Roongta	7691/12	24	2625 to 2643	D,S.R. – II North 24 Parganas
17.01.2008 & 27/12/2013	Swadha Nirman Pvt Ltd	16334/132 202204/08 2205/08 2202/08	57 02	3969 to 3984 14050 to 14065 14066 to 14081 14020 to 14035	D.S.R.II Nort 24 Parganas A.D.S.R. Barasat
	Pawan Commosales Pvt. Ltd.				
	Swadha Realtors Pvt. Ltd.				
	Swadha Promoters Pvt. Ltd.				
	Swadha Estate Pvt. Ltd.				
	Swadha Enclave Pvt. Ltd.				
27.04.2012	Nikku Enclave Pvt. Ltd	6030/12	19	800 to 818	D,S.R. – II North 24 Parganas
do	Nikunj Drolia	6034/12	19	873 to 891	D,S.R. – II North 24 Parganas
10.09.2012	Pawan Kumar Drolia	13513/12	46	1284 to 1300	D,S.R. – II North 24 Parganas
do	Sunita Drolia	13514/12	46	1301 to 1317	D,S.R. – II North 24 Parganas
do	Adesh Saraf	13504/12	46	1116 to 1132	D,S.R. – II North 24 Parganas
do	Sharwan Kr. Drolia	13512/12	46	1267 to 1283	D,S.R. – II North 24 Parganas
do	Sushil Kr. Kajaria	13509/12	46	1213 to 1230	D,S.R. – II North 24 Parganas
do	Sushil Kr. Kajaria HUF	13511/12	46	1249 to 1266	D,S.R. – II North 24 Parganas
do	Sita Kajaria	13505/12	46	1133 to 1350	D,S.R. – II North 24 Parganas
do	Ashish Kajaria	13507/12	46	1169 to 1186	D,S.R. – II North 24 Parganas
27.04.2012	Tanuj Drolia	6036/12	19	910 to 927	D,S.R. – II North 24 Parganas
do	Tanuj Properties Pvt. Ltd.	6026/12	19	728 to 745	D,S.R. – II North 24 Parganas
25.05.2012	Mrs. Ruchi Roongta	7657/12	24	2029 to 2046	D,S.R. – II North 24 Parganas
do	Mrs. Pushpa Roongta	7662/12	24	2119 to 21336	D,S.R. – II North 24 Parganas
do	Kailash Kr. Roongta HUF	7663/12	24	2137 to 2154	D,S.R. – II North 24 Parganas
do	Rajesh Roongta HUF	7665/12	24	2173 to 2190	D,S.R. – II North 24 Parganas
do	Mr. Rajesh Roongta	7666/12	24	2191 to 2208	D,S.R. – II North 24 Parganas

do	Mr. Rakesh Roongta	7668/12	24	2227 to 2244	D,S.R. – II North 24 Parganas
do	Mrs. Jyoti Roongta	7689/12	24	2589 to 2606	D,S.R. – II North 24 Parganas
do	Subhash Kr. Roongta HUF	7690/12	24	2607 to 2624	D,S.R. – II North 24 Parganas
10.09.2012	Plazma Distributors Pvt. Ltd.	13516/12	46	1336 to 1353	D,S.R. – II North 24 Parganas
do	Raushan Agarwal	13515/12	46	1318 to 1335	D,S.R. – II North 24 Parganas
25.05.2012	Mr. Shrey Roongta	7658/12	24	2047 to 2064	D,S.R. – II North 24 Parganas
do	Mrs. Bela Roongta	7659/12	24	2065 to 2082	D,S.R. – II North 24 Parganas
do	Mr. Kailash Kr. Roongta	7660/12	24	2083 to 2100	D,S.R. – II North 24 Parganas
do	Mrs. Anita Roongta	7661/12	24	2101 to 2118	D,S.R. – II North 24 Parganas
do	Mr. Mohanlal Roongta HUF	7664/12	24	2155 to 2172	D,S.R. – II North 24 Parganas
do	Miss Aditi Bajaj	7667/12	24	2209 to 2226	D,S.R. – II North 24 Parganas
do	Mr. Subhash Kr. Roongta	7692/12	24	2644 to 2661	D,S.R. – II North 24 Parganas
do	Santosh Kr. Roongta HUF	7714/12	24	2961 to 2978	D,S.R. – II North 24 Parganas
do	Mr. Abhishek Roongta	7715/12	24	2979 to 2996	D,S.R. – II North 24 Parganas
27.04.2012	Pushpa Devi Drolia	6017/12	19	566 to 583	D,S.R. – II North 24 Parganas
do	Kuhu Properties Pvt. Ltd	6022/12	19	656 to 673	D,S.R. – II North 24 Parganas
do	Tirupati Ashray Pvt. Ltd.	6029/12	19	782 to 799	D,S.R. – II North 24 Parganas
do	Tirumala Niwas Pvt. Ltd.	6033/12	19	855 to 872	D,S.R. – II North 24 Parganas
16.02.2012	Jayanti Plaza Pvt. Ltd.	2361/12	07	2311 to 2362	D,S.R. – II North 24 Parganas
	Jayanti Infraprojects Pvt. Ltd.	2362/12	07	2363 to 2414	D,S.R. – II North 24 Parganas
	Jayanti Promoters Pvt. Ltd.	2363/12	07	2415 to 2466	D,S.R. – II North 24 Parganas
	Jayanti Niketan Pvt. Ltd.	2364/12	07	2467 to 2518	D,S.R. – II North 24 Parganas
	Jayanti Niwas Pvt. Ltd.	2365/12	07	2519 to 2571	D,S.R. – II North 24 Parganas
10.09.2012	Superdeal Developers Advisory Pvt. Ltd.	13503/12	46	1098 to 1115	D,S.R. – II North 24 Parganas
do	Toplink Developers Consultancy Pvt. Ltd.	13506/12	46	1151 to 1168	D,S.R. – II North 24 Parganas
do	Shradha Agarwal	13510/12	46	1231 to 1248	D,S.R. – II North 24 Parganas
12.08.2011	Acumen Commotrade Pvt. Ltd.	10993/11 10998/11	36	1517 to 1538	D,S.R. – II North 24 Parganas
	Crown Trade Com Pvt. Ltd.				
	Shyama Highrise Pvt. Ltd.			1585 to 1603	
27.04.2012	Mr. Vineet Drolia	6023/12	19	674 to 691	D,S.R. – II North 24 Parganas
do	Mr. Binod Kr. Drolia	6025/12	19	710 to 727	D,S.R. – II North 24 Parganas

do	Parmanand Drolia	6027/12	19	746 to 763	D,S.R. – II North 24 Parganas
do	Mrs. Sushila Drolia	6031/12	19	819 to 836	D,S.R. – II North 24 Parganas
12.06.2012	Pratush Drolia	6035/12	19	892 to 909	D,S.R. – II North 24 Parganas
12.06.2012	Nidhi Vyapaar Pvt. Ltd.	8675/12	27	3936 to 3953	D,S.R. – II North 24 Parganas
do	Subhkamna Exports India Pvt. Ltd.	8683/12	27	4008 to 4025	D,S.R. – II North 24 Parganas
do	Emblem Tradelink Pvt. Ltd.	8713/12	27	4527 to 4544	D,S.R. – II North 24 Parganas
do	Dreamview Agencies Pvt. Ltd.	8724/12	27	4721 to 4738	D,S.R. – II North 24 Parganas
do	Saraf Silk Exports Pvt. Ltd..	8718/12	27	4618 to 4635	D,S.R. – II North 24 Parganas
do	Dhankuber Complex Pvt. Ltd.	8667/12	27	3820 to 3837	D,S.R. – II North 24 Parganas
do	Synergy Commodeal Pvt. Ltd.	8673/12	27	3900 to 3917	D,S.R. – II North 24 Parganas
do	Pacific Portfolio Fund Pvt. Ltd	8677/12	27	3954 to 3971	D,S.R. – II North 24 Parganas
do	NK Distributors Pvt. Ltd.	8664/12	27	3784 to 3801	D,S.R. – II North 24 Parganas
do	Maximum Merchandise Pvt. Ltd.	8680/12	27	3990 to 4007	D,S.R. – II North 24 Parganas
do	Unicorn Dealtrade Pvt. Ltd.	8720/12	27	4654 to 4671	D,S.R. – II North 24 Parganas
do	Genius Dealcom Pvt. Ltd.	8714/12	27	4545 to 4562	D,S.R. – II North 24 Parganas
do	Frontline Dealcomm Pvt. Ltd.	8665/12	27	3802 to 3819	D,S.R. – II North 24 Parganas
do	N.K.Tracom Pvt. Ltd.	8674/12	27	3918 to 3935	D,S.R. – II North 24 Parganas
do	Jeevanjyoti Infotech Pvt. Ltd.	8716/12	27	4582 to 4599	D,S.R. – II North 24 Parganas
do	Energetic Vintrade Pvt. Ltd.	8717/12	27	4600 to 4617	D,S.R. – II North 24 Parganas
do	Queen Tie Up Pvt. Ltd.	8719/12	27	4636 to 4653	D,S.R. – II North 24 Parganas
do	Bluerose Tie Up Pvt. Ltd.	8678/12	27	3972 to 3989	D,S.R. – II North 24 Parganas
12.06.2012	NK Enterprises Pvt. Ltd.	8712/12	27	4509 to 4526	D,S.R. – II North 24 Parganas
10.10.2012	M/S Indigo Projects Pvt. Ltd. & Anr	15063/2012	52	1785 to 1801	D,S.R. – II North 24 Parganas
do	M/S Drolia Brothers HUF	15066/2012	52	1844 TO 1860	D,S.R. – II North 24 Parganas
do	M/S Jugal Kishore Roongta HUF	15067/2012	52	1861 to 1877	D,S.R. – II North 24 Parganas
do	Pawan Kumar Pratush Kumar HUF	15064/2012	52	1802 TO 1818	D,S.R. – II North 24 Parganas
28.02.2013	Smt. Sudha Agarwal	3529/2013	13	4282 to 4295	D,S.R. – II North 24 Parganas
do	Jayanti Infra Realtors Pvt. Ltd.	3527/2013	13	4254 to 4267	D,S.R. – II North 24 Parganas
do	Jayanti Infra Promoters Pvt. Ltd.	3528/2013	13	4268 to 4281	D,S.R. – II North 24 Parganas
27.12.2013	Rupak Trading Pvt. Ltd.	16330/13	57	3910 to 3923	D,S.R. – II North 24 Parganas
27.12.2013	Shreesidhi Dealcomm Pvt. Ltd.	16331/13	57	3924 to 3937	D,S.R. – II North 24 Parganas
11.09.2015	Esquire Impex Pvt. Ltd.	150306163 of 2015	1503	62287 to 62313	ADSR Barasat
14.08.2015	Jayanti Hights Pvt. Ltd.	150305507 of 2015	1503	46248 to 46299	ADSR Barasat
04.09.2014	Sudha Agarwal	7288 of 2014	16	3167 to 3184	D,S.R. – III North 24

05.10.2015	Jayanti Hights Pvt. Ltd.	150200138 of 2015	1502	1673 to 1695	D,S.R. – II North 24
23.11.2015	V G Shelters Pvt. Ltd.	150307650 of 2015	1503	99636 to 99677	ADSR Barasat
26.02.2016	Esquire Impex Pvt. Ltd.	150301517 of 2016	1503	38981 to 39012	ADSR Barasat
09.04.2014	Esquire Impex Pvt. Ltd.	2690 of 2014	17	722 to 737	ADSR Barasat
17.17.2014	Sagar Awas Pvt. Ltd.	5570 of 2014	12	4351 to 4374	D,S.R. – III North 24
22.01.2015	Anumati Vincom Pvt. Ltd.	00774 of 2015			D,S.R. – III North 24
22.01.2015	Asma Vincom Pvt. Ltd.	00740 of 2015	2	4345 to 4363	D,S.R. – III North 24

2. While possessing and enjoying the said property the said Owner M/s. Swadha Nirman Private Limited and 77 other entities mutated its / their names for the entire Premises in the Record of B.L & L. R. O.
3. Subsequently the said Owner M/s. Swadha Nirman Private Limited and 77 other entities have converted the said Premises in the records of B.L. & L.R.O to Bastu.
4. While possessing and enjoying the said premises said Owner M/s. Swadha Nirman Private Limited and 77 other entities amalgamated the complex land and mutated the same under holding No. 1048 Kutul Sahi Road within the ambit of Ward No 29 under Barasat Municipality and Holding No 233 within the ambit of Ward No 12 under Madhyamgram Municipality, Kolkata – 700155.
5. By virtue of an Development Agreement dated 30th July 2014 and the Supplementary Development Agreement dated 21st April 2017 entered into between the owner herein and therein named as owner of the one part and the confirming party herein and therein named as Developer of the other part (hereinafter also referred to as the “**Development Agreement**”), the owner for the consideration and on and subject to the terms and conditions mentioned in the Development agreement, appointed the confirming party as the Developer / Confirming Party *inter alia* to develop the said property and to build erect and complete the said building in accordance with the building plans as may be sanctioned by virtue of B. P. No. 772 dated 19th December 2014 being the plans of the Building sanctioned and approved by the Barasat Municipality and shall also mean Building Plan No. 1450 dated 16th February 2016 from Madhyamgram Municipalities and shall also include variations/ modifications/ alterations therein and the confirming party agreed to carry out the job of development of the said property and to erect or construct the said building there at as and in the manner and on and subject to the terms and conditions mentioned in the “Development Agreement” and to make over the owners their share of allocation in the said property (which is fully described in the “Development Agreement”) in consideration of what are stated in the “Development Agreement” .

The Third Schedule Above Referred To

Part - I

(“Said Apartment”)

All That the **Apartment No.** _____ estimated to admeasure a Carpet Area of _____ sq.ft. more or less, with the corresponding Built-Up Area being _____ sq.ft. more or less and the corresponding Super Built-Up Area being _____ sq.ft. more or less, on the _____ floor of Block – _____ the Building.

Part-II

(“Vehicle Parking Space”)

All That the 0 (**Zero**) number(s) of _____ space(s) at the Building and/or the Said Premises, as earmarked, identified and designated by the Developer for the parking of private medium sized/standard vehicle(s) owned by the Purchaser within such space.

The Fourth Schedule Above Referred To

Part - I
(“Consideration Amount”)

A sum of Rs. _____/- (Rupees _____) without all applicable Taxes etc. thereon.

Part - II
[Schedule of payment of the Consideration Amount]

The Consideration Amount together with all applicable Taxes etc. thereon shall be paid by the Purchaser to the Developer in the following manner:-

Payment Schedule			
1	On Booking		Rs.100000/- + GST as applicable
2	On Agreement (Within 30 days from booking date)	20%	(Unit price + Car Park after adjusting Booking amount) + 25% of Mandatory extra Cost except Maintenance Security & Association Formation charges + Applicable GST
3	On Completion of Foundation	10%	(Unit price + Car Park) + Applicable GST
4	On Completion of 1st Floor Roof Casting	10%	(Unit price + Car Park) + Applicable GST
5	On Completion of 3rd Floor Roof Casting	10%	(Unit price + Car Park) + 25% of Mandatory extra Cost except Maintenance Security & Association Formation charges + Applicable GST
6	On Completion of 5th Floor Roof Casting	10%	(Unit price + Car Park) + Applicable GST
7	On Completion of Brick-work of the Unit	10%	(Unit price + Car Park) + Applicable GST
8	On Completion of Flooring of the Unit	10%	(Unit price + Car Park) + 25% of Mandatory extra Cost except Maintenance Security & Association Formation charges + Applicable GST
9	On Full Completion of Doors & Windows (Full Unit)	10%	(Unit price + Car Park) + Applicable GST
10	On Possession	10%	(Unit price + Car Park) + Applicable GST + 25% of Mandatory extra Cost along with Maintenance, Association Formation Charges & Registration Charges

Part – III
[Earnest money]

i) A sum of Rs. _____ (Rupees One Lakhs Twelve Thousand only) vide Cheque no. _____, dated _____, drawn on _____.

The Fifth Schedule Above Referred To

(“SPECIFICATIONS”)

RCC Framed Structure with anti-termite treatment in foundation

External & Internal Walls:

External wall of 8 inches eco-friendly premium brick work with AAC Blocks with good quality weather proof emulsion paint. All internal walls of 5 inches thick AAC Blocks, with high quality plaster of paris finish

Ground Floor Main Entrance Lobby:

Beautifully decorated and painted

Doors and Hardware:

- Polished good quality main door, with lock of Godrej or equivalent make, premium handle and eye-hole
- Other doors - good quality flush doors

Windows:

Anodized/powder coated aluminium with clear glazing or UPVC window

Flooring:

Bedrooms/Living/Dining/Balcony- Vitrified tiles

Kitchen:

- Flooring - Anti skid ceramic tiles
- Counter - Granite slab with a stainless steel sink, wall tiles up to 2 ft. height over the granite counter

Toilet:

- Flooring- Anti skid ceramic tiles
- Wall-Dado in ceramic tiles up to door height
- Sanitary ware of Hindware/Parryware or equivalent brand
- C P Fittings from Jaquar or equivalent make
- Hot and cold water lines provision

Electricals:

- Concealed copper wiring with modular switches of reputed make
- Provision for exhaust fan in toilets and kitchen
- Plug points for geyser in toilets
- Plug points for chimney, water purifier and refrigerator in the kitchen
- TV and telephone points, DTH cabling in the living and dining area and master bedroom
- Adequate power back up, at an additional cost

Lifts:

- Elevator of reputed make

Elevation:

- Modern elevation conforming to contemporary design

Security Features:

- Round the clock security
- Fire fighting system
- CCTV on the ground floor with recording system
- Intercom facility

**The Sixth Schedule Above Referred To
("Commonly Used Areas And Facilities")**

1. The foundation, columns, beams, support, entrances, exits, driveways, pedestrian walks, landscaped areas and pathways.
2. Entrance lobby on the ground floor of all the Buildings.
3. Staircases on all the floors of all the Buildings.
4. Staircase landings on all the floors of all the Buildings.
5. Common passages and lobbies adjoining the lift space on all the floors of all the Buildings.
6. Lifts in all the Buildings.
7. Lift machine room, situate at a portion of the ultimate roof of each of the Buildings, as identified and designated by the Developer.
8. Electric transformers with all other equipments and facilities therein as installed by West Bengal State Electricity Company Limited WBSECL, situate at a portion of the Premises, as identified and designated by the Developer.
9. Electric meter room situate at a portion of the ground floor of each of the Building/s, as identified and designated by the Developer.

10. Generator set, situate at a portion of the Premises, as identified and designated by the Developer.
11. Tube well, overhead water tank situate at a portion of the ultimate roof of each of the Buildings, as identified and designated by the Developer, and underground water reservoirs.
12. Water pump, water pipes and other common plumbing installations.
13. Fire fighting pumps, ring lines, hydrants and all other fire fighting systems intended only for such of the Commonly Used Areas and Facilities as identified and designated by the Developer.
14. Plumbing, vertical stacks and shafts.
15. Feeder cable, transformers, LT switches, meters and individual electrical meters.
16. Drainage and sewage system and Sewerage Treatment Plant (STP).
17. Boundary wall and gate.
18. Recreation Areas.
19. Such other common parts, areas, equipments, installations, fixtures, fittings, covered and open spaces in or about the Said Premises and/or the Building as may be determined by the Architect as being necessary for passage to or for the use and occupancy of the Apartments, but shall not include any area sanctioned and/or permitted for construction under the Plan unless expressly authorized and/or agreed upon in writing by the Developer.

The Seventh Schedule Above Referred To

[Some Common Expenses]

1. Repairing, rebuilding, repainting, improving as necessary and keeping the Said Premises, the Said Buildings and the Commonly Used Areas And Facilities and every exterior part thereof in good and substantial order and condition, and renewing and repairing etc. all worn out and/or damaged parts thereof.
2. As often as may be necessary in the opinion of the Developer or the Facility Management Entity, as the case may be, painting with quality paint and in a proper and workman like manner, all the wood, metal, stone and other work of/at the Said Premises, the Building and the Commonly Used Areas And Facilities and the external surfaces of all the exterior doors etc. of the Building, and decorating and colouring all such parts of the Building and the Commonly Used Areas And Facilities, as usually are or ought to be.
3. Maintaining / reinstating any boundary wall, hedge, landscaped areas, driveways, pathways, or fence.
4. Keeping the driveways, passages and pathways of the Said Premises in good repair, and clean, tidy and edged.
5. Cost of clearing, repairing, reinstating any drains and sewers.
6. Cost of operating and maintaining the various facilities/utilities comprising a part of the Commonly Used Areas And Facilities.
7. Paying such workers as may be necessary in connection with the upkeep, management, maintenance, administration etc. of the Said Premises, the Building and the Commonly Used Areas And Facilities.
8. Insuring against any risks.
9. Cleaning as necessary, the external walls and windows (not forming a part of any Apartment) in/at the Said Premises and/or the Building as may be necessary, as also the Commonly Used Areas And Facilities, the passages, landings, staircases and all other common parts of the Buildings and the Said Premises as identified by the Developer or the Facility Management Entity, as the case may be.
10. Operating, maintaining, and if necessary, renewing from time to time, the lighting apparatus of the Said Premises, the Building and the Commonly Used Areas And Facilities and Recreation Areas and providing additional lighting apparatus thereat.
11. Operating, maintaining etc. the lifts, generator and all facilities and utilities forming a part of the Commonly Used Areas And Facilities including those identified by the Developer.
12. Providing and arranging for removal of rubbish.

13. Paying all the rates, taxes, commercial surcharge, levies duties, charges, assessments and outgoings whatsoever (whether central, state, or local) assessed, charged or imposed or payable presently and/or in the future, with retrospective effect or otherwise, in respect of the Said Premises and/or the Buildings and/or the Commonly Used Areas And Facilities and/or any part thereof, excepting in so far as the same is the responsibility of an Apartment Holder/the occupant/the Purchaser of any Apartment.
14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by any competent authority in connection with the Said Premises and/or the Building and/or any part thereof so far as the same is not the liability of and/or attributable to an Apartment Holder/the occupant/the Purchaser of any Apartment.
15. Generally managing and maintaining and protecting the Said Premises, the Said Buildings and the Commonly Used Areas And Facilities, and for such purpose employing any contractor and enforcing lawfully or attempting to enforce lawfully, the observance of the covenants on the part of the Apartment Holders/ the users/occupants of any of the Apartments.
16. Engaging qualified accountant(s) for the purpose of auditing the accounts in respect of the Common Expenses, and certifying the total amount thereof for the period to which the accounts relate.
17. Complying with the requirements and directions of any competent authority and/or with the provisions of all statutes and regulations, orders and bye-laws made there under relating to the Said Premises and/or the Building and/or the Commonly Used Areas And Facilities, excepting those which are the responsibility of an Apartment Holder/the occupier/user of any Apartment.
18. The purchase, maintenance, insurance together with the applicable renewals and replacement of fire fighting appliances and other equipments, infrastructure etc. as from time to time, may be considered necessary by Developer or the Facility Management Entity, as the case may be.
19. Administering the management of the staff and complying with all relevant regulations and orders there under, and employing, whenever necessary, suitable person(s) or firm(s) to deal with these matters and disengage them when required.
20. The purchase, maintenance together with the applicable renewals thereof as also the replacement of any other equipment and the provisions of any other service, which in the opinion of the Developer or the Facility Management Entity, as the case may be, it is reasonable to provide.
21. Litigation expenses that may have to be incurred for any common purpose and/or for in/the larger/greater interest of the Said Premises and/or the Building.
22. Charges, fees etc. of the Facility Management Entity.
23. Service charges of the Developer till the maintenance is handed over to the Holding Organisation.
24. Such periodic amounts, as may be estimated by the Developer or the Facility Management Entity, as the case may be, whose decision shall be final and binding, and to provide for a reserve fund for items of expenditure including those referred to in this Schedule to be incurred or expected to be incurred at any time.
25. Such other costs, expenses etc. incidental to and/or ancillary to and/or related to/with any of the matters, items, issues etc. stated in this Schedule.

The Eighth Schedule Above Referred To

Part - I
("Deposits")

Maintenance Security Deposit @ Rs. 2.5/- (Rupees Two and Fifty paise only) per square feet per month of the super built up area for 3 years (Maintenance deposit for 18 months and 18 months adjustable)

Part - II
("Extra Charges")

- 1) Club Development fee @ Rs. 50/- (Rupees Fifty only) per square feet of the super built up area of the flat.
- 2) Transformer and Electricity charges @ Rs. 50/- (Rupees Fifty only) per square feet of the super built up area of the flat.
- 3) Formation of Association Rs. 2500/- (Rupees Two Thousand Five Hundred only) per unit.
- 4) A sum of f Rs. 10,000 (Rupees Ten Thousand only) towards Documentation Charge.
- 5) Cost of power backup (Proposed):
 - a) For 2 BHK- 750 Watt- Rs. 25,000/- (Rupees Twenty Five Thousand only).
 - b) For 3 BHK- 1000 Watt- Rs. 30,000/- (Rupees Thirty Thousand only).

- 6) Stamp duty, Registration fees, Query charges, Commissioning fees, Government Taxes & Levies and any other incidental expenses for executing and registration of agreement for sale and/or final conveyance deed to be paid extra by the purchaser at actual.

The Nineth Schedule Above Referred To

LIST OF MERGED COMPANIES

NAME OF MERGED COMPANIES INTO M/s SWADHA NIRMAN PVT. LTD. FROM ERSTWHILE OWNERS
Accuman Commotrade Pvt. Ltd.
Crown Tradecom Pvt. Ltd.
Jayanti Infra Promoters Pvt. Ltd.
Jayanti Infra Realtors Pvt. Ltd.
Jayanti Infraprojects Pvt. Ltd.
Jayanti Niketan Pvt. Ltd.
Jayanti Niwas Pvt. Ltd.
Jayanti Plaza Pvt. Ltd.
Jayanti Promoters Pvt. Ltd.
Pawan Comosales Pvt. Ltd.
Shyama Highrise Pvt. Ltd.
Swadha Enclave Pvt. Ltd.
Swadha Estates Pvt. Ltd.
Jayanti Heights Pvt. Ltd. Pvt. Ltd.
Swadha Promoters Pvt. Ltd.
Swadha Realtors Pvt. Ltd.
Anumati Vincom Pvt. Ltd.

In Witness Whereof the Parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

Executed and Delivered by the **Owners** at Kolkata in the presence of:

Executed and Delivered by the **Developer** at Kolkata in the presence of:

Executed and Delivered by the **Purchaser** at Kolkata in the presence of: