

This Agreement made this the day of 2017 ("Agreement")
Between **(1) Adya Kutir Private Limited**, a company existing under the provisions of
the Companies Act, 2013, having its registered office at 'Todi Mansion', 9th floor, 1, Lu Shun
Sarani, Kolkata - 700 073, Police Station Bowbazar, Post Office Chittaranjan Avenue, and
having Income Tax PAN No. AAHCA0922H, **(2) Three Ha Industries Private Limited**, a
company existing under the provisions of the Companies Act, 2013, having its registered
office at 'Todi Mansion', 9th floor, 1, Lu Shun Sarani, Kolkata - 700 073, Police Station
Bowbazar, Post Office Chittaranjan Avenue, and having Income Tax PAN No.
AABCT1357K,

(3) **Adya Plaza Private Limited**, a company existing under the provisions of the Companies Act, 2013, having its registered office at 14F, Swinhoe Street, Kolkata - 700 019, Police Station Gariahat, Post Office Ballygunge, and having Income Tax PAN No. AAHCA8063F, and (4) **Suhana Awas Private Limited**, a company existing under the provisions of the Companies Act, 2013, having its registered office at 14F, Swinhoe Street, Kolkata - 700 019, Police Station Gariahat, Post Office Ballygunge, and having Income Tax PAN No. AALCS3838C, each represented by its authorized signatory/director as the case may be, Mr. Arpan Dutta, son of Mr. Sambhu Nath Dutta, residing at Ramkrishna Ashram, Kumarpara, Kamarpol, Diamond Harbour, District South 24 Parganas, Pin - 743368, Police Station Diamond Harbour, Post Office Sarisha, and having Income Tax PAN No. ARQPD3478A, collectively hereinafter referred to as the "**Owners**" (which expression shall mean and include each of their respective successors-in-interest and/or assigns) of the **First Part**; **Hazra Exotica LLP**, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its registered office at 14F, Swinhoe Street, Kolkata - 700 019, Police Station Gariahat, Post Office Ballygunge, and having Income Tax PAN No. AAIFH0141H, represented by its authorized signatory, Mr. Arvind Kumar Upadhyay, son of Mr. Rameshwar Upadhyay, residing at 82, Ashu Bose Lane, Howrah - 711 101, Police Station and Post Office Howrah, and having Income Tax PAN No. ABLPU6670J, hereinafter referred to as the "**Developer**" (which expression shall mean and include its successors-in-interest and/or assigns) of the **Second Part** And (1) _____, son/wife of _____, and (2) _____, son/wife of _____, both residing at _____, Police Station _____, Post Office _____, District - _____, their respective Income Tax PAN Nos. being _____ and _____, hereinafter referred to as the "**Purchasers**" (which expression shall mean and include only each of their respective permitted successors-in-interest) 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 Kolkata Municipal Corporation, in pursuance whereof the Plan was sanctioned, and thus the Developer has commenced the development of the Project.

- D. 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 fulfillment by the Purchaser of each of the terms and conditions recorded herein, all to the satisfaction of the Developer.

Now This Agreement Witnesseth and it is hereby agreed by and between the Parties hereto as follows: -

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:-
- 1.1.1 **"Additional FAR"** shall have the meaning ascribed to such term in Clause 2.1(xiv) of this Agreement.
- 1.1.2 **"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.
- 1.1.3 **"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.
- 1.1.4 **"Apartment"** shall mean a constructed space at the Building intended and/or capable of being exclusively enjoyed by a specific Apartment Holder as identified by the Developer.
- 1.1.5 **"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.
- 1.1.6 **"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.

- 1.1.7 **"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.
- 1.1.8 **"Building"** shall mean the new building 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, the areas respectively comprised in the Balcony(ies)/Verandah(s), but including the area covered by the internal partition walls of such Apartment.
- 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; 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 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 and the 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 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 10th January, 2017, registered with the District Sub-Registrar - II, Alipore, South 24 Parganas, in Book No. I, Volume No. 1602-2017, Pages 5340 to 5399, Being No. 160200177 for the year 2017, executed between the Owners and the Developer herein.
- 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 Kolkata Municipal Corporation and/or any Governmental Authority;
- xi) delay due to any application under any of the building rules of the Kolkata Municipal Corporation;
- 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 the plan sanctioned by the Kolkata Municipal Corporation for construction on the Said Premises, bearing building permit No. 2016130109, dated 27th September, 2016, and shall include all modifications, variations, alterations, amendments, revisions etc. as may be made thereto from time to time by the Developer.
- 1.1.35 **"Plan Sanction Date"** shall mean the 27th day of September, 2016.
- 1.1.36 **"Project"** shall mean the development proposed to be undertaken by the Developer on/at the Said Premises broadly in accordance with the Specifications, intended to comprise of the Building 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 "Shrivats".
- 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 piece and parcel of land recorded as measuring 1 (one) bigha 8 (eight) cottahs 7 (seven) chittacks and 29 (twenty nine) sq.ft. more or less together with the Building to be constructed thereon, situate, lying at and being Premises No. 650, Raja Ram Mohan Roy Road, Kolkata - 700 008, Police Station Haridevpur (formerly Thakurpukur, and prior thereto Behala), Post Office Barisa, within Ward No. 122 of the Kolkata Municipal Corporation, more specifically described in the **First Schedule** hereunder written.
- 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 thereunder, 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 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;
- 1.2.16 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 Kolkata Municipal Corporation 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.

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. 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 the Said Apartment within a period of 3 (three) years from the Plan Sanction Date with a grace period of 1 (one) year thereafter ("**Tentative Completion Date**").

- 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 upgradation of materials and/or specifications in the Said Apartment and if the Developer agrees to carry out such upgradation 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 upgradation.
- 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 and subject to the aforesaid, the Developer shall endeavour to obtain the completion certificate from the Kolkata Municipal Corporation ("**Completion Certificate**").
- 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.

- 5.11 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 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 therefrom;
- 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 kutchra or pucca construction of any nature whatsoever and/or any grilled 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;

- ii) 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