

hereinabove shall deemed to be covenants running with the land and/or with the Said Apartment And Properties Appurtenant Thereto, and even upon formation of the Holding Organisation, the same shall not under any circumstances be changed and/or modified and/or amended, and the Purchaser hereby give(s) his/her/their/its unfettered and irrevocable consent to each of the aforesaid, and agree(s), undertake(s) and covenant(s) that the same shall be binding on the Purchaser.

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

Article VII

Holding Organisation

- 7.1 At such time as the Developer may deem fit and proper, the Holding Organisation shall be formed.
- 7.2 It shall be incumbent upon the Purchaser to become a member of the Holding Organisation, and to pay upon demand and at such time as designated by the Developer, the necessary subscription and/or membership charges, fees etc. together with the proportionate costs and expenses for the formation of the same, each as ascertained by the Developer, and the Purchaser hereby authorize(s) and empower(s) the Developer to take all necessary steps in respect thereof, it being clarified that without becoming a member of such Holding Organisation the Purchaser shall not be entitled to avail of the various facilities and/or utilities at the Said Premises and/or the Building including but not limited to the Commonly Used Areas And Facilities. Further, the Purchaser shall be bound to and undertake(s) and covenant(s) to abide by and comply with all the rules and regulations as may be framed and/or made applicable by the Holding Organisation on all the Apartment Holders including the Purchaser, and all the occupiers of the Project.
- 7.3 The Developer will, as and when it deems fit and proper, in due course cause to be transferred to the Apartment Holders/the Holding Organisation such of the rights and obligations of the Developer including those pertaining to the Common Purposes as the Developer deems fit and proper, whereupon only the Apartment Holders/Holding Organisation shall be entitled thereof and obliged therefor including but not limited to the compliance, subsistence and renewal of all licenses, annual maintenance contracts, other contracts, guarantees, warranties, obligations etc. to various authorities including under various statutes and/or to various third parties, as may from time to time have been procured/obtained/entered into by the Developer, and the Developer shall immediately stand discharged and/or absolved of any liability and/or responsibility in respect thereof, and all the Apartment Holders including the Purchaser shall keep each of the Indemnified Parties safe, harmless and indemnified in respect thereof.

- 7.4 For the avoidance of doubt it is clarified that if within the period specified by the Developer in the notice issued by the Developer in this regard, the Apartment Holders/the Holding Organisation fail and/or neglect to take over from the Developer the abovementioned rights and obligations, then on the expiry of the aforesaid period, the Developer shall no longer be liable or responsible for the same, which shall be deemed to stand vested in all the Apartment Holders including the Purchaser/the Holding Organisation on and from such date. Further, as and when the Developer deems fit and proper, the Developer will also transfer in favour of/to the Apartment Holders/Holding Organisation, as the case may be, in such manner as the Developer may deem fit and proper, the residue, if any, then remaining of any of the applicable Deposits, if any, made by the Apartment Holders after adjusting all amounts then remaining due and payable by any Apartment Holder to the Developer together with the Interest thereon, and the amounts thus transferred, shall be held by all the Apartment Holders/Holding Organisation, as the case may be, to the account of the co-Apartment Holders, respectively for the purposes therefor.

Article VIII

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

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

make payment to the Developer of a proportionate share of the fees/service charges levied by the Developer for the same.

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

disconnection/suspension/withdrawal as also the reconnection charges therefor together with such compensation as may be determined by the Developer and/or the Holding Organisation and/or the Facility Management Entity, as the case may be, and the Purchaser hereby and hereunder give(s) his/her/their/its unfettered and irrevocable consent to the same. In addition, the Said Apartment And Properties Appurtenant Thereto shall be deemed to stand charged in favour of the Developer and/or the Holding Organisation, as the case may be, for all such amounts falling due together with the Interest thereon. Further, before restoration of the services/utilities, the Purchaser shall be liable to deposit with the Developer and/or the Holding Organisation, as the case may be, such additional interest free security deposit(s) as the Developer and/or the Holding Organisation may determine at their respective sole and absolute discretion, and the Purchaser hereby consent(s) to the same. Furthermore, should the Purchaser default/delay in making payment of any of the aforesaid amounts for a continuous period of 60 (sixty) days, the Developer shall additionally be entitled to and/or shall have the right, at its sole and absolute discretion, to terminate this Agreement, whereupon the consequences as enumerated in the Article XIII of this Agreement or those as determined by the Developer shall apply, and the Purchaser accept(s) and consent(s) to the same.

Article IX

Recreation Area

- 9.1 The Developer has agreed to provide a recreation area within the Project with such facilities, utilities etc. as determined by the Developer at its sole and absolute discretion, with such recreation area presently intended to comprise of an air-conditioned community hall at a portion of the first floor of the Building, as demarcated, identified and designated by the Developer and certain other areas on the ultimate roof of the Building, each as demarcated, identified and designated by the Developer, ("**Recreation Area**"), intended for common use by only all the Apartment Holders of the Project including the Purchaser, subject *inter alia* to the terms recorded herein.
- 9.2 In as much as the Recreation Area is intended to be provided for the benefit of all the Apartment Holders, the Purchaser shall be liable to and undertake(s) to pay to the Developer such monthly and/or periodical fees and other sums for the same as may be determined from time to time by the Developer including for the management, maintenance, upkeep and administration of the Recreation Area, it being agreed and understood that the Purchaser shall be bound and obliged to pay and bear the aforesaid even in the event the Purchaser does not use and/or avail of the facility of the Recreation Area.
- 9.3 The Developer and/or the Other Entities shall have the right to operate and manage the Recreation Area, and frame and/or amend from time to time all the rules and regulations pertaining to/governing the use, management, maintenance, governance, functioning, operation and administration of the Recreation Area ("**Recreation Area Rules**"), and the Purchaser shall be bound by and undertake(s) to comply with and adhere to the same.

- 9.4 The Recreation Area will be available for the use and enjoyment of only the Purchaser and the direct family members of the Purchaser (comprising only of the spouse, the dependent children and parents of the Purchaser), and in the event the Purchaser be a body corporate, then for the abovementioned direct family members of the official/employee of such body corporate occupying the Said Apartment as intimated in writing by the Purchaser to the Developer, subject to the abovementioned rules and regulations.
- 9.5 In the event of any delay/default on the part of the Purchaser in making payment of any part or portion of the abovementioned monthly and/or periodical charges etc., the Developer shall be entitled to claim and the Purchaser undertake(s) to pay Interest on such delayed/defaulted amount(s).
- 9.6 Without prejudice to the aforesaid, on the failure of the Purchaser to regularly pay the aforesaid charges, expenses etc. in respect of the Recreation Area, the Purchaser and/or the abovementioned direct family members of the Purchaser and/or the aforesaid direct family members of the official/employee of the Purchaser occupying the Said Apartment shall not be entitled to enter into and/or use the Recreation Area and/or any of its attendant facilities, utilities etc., and all privileges of the Recreation Area shall stand withdrawn, and the Purchaser hereby give(s) his/her/their/its unfettered consent to the same.
- 9.7 On the transfer/sub-lease/letting out of the Said Apartment And Properties Appurtenant Thereto by the Purchaser subject to the terms hereof and/or subject to the terms stipulated in the Final Deed, the transferee/sub-lessee/tenant of the Purchaser and/or if the Purchaser be an individual, on the demise of the Purchaser, the lawful successor(s)-in-interest/legal heir(s) of the Purchaser, as the case may be, shall, in order to be able to access and use the Recreation Area, be bound by and shall be obliged to comply with each of the then prevailing Recreation Area Rules as also to pay the then prevailing transfer fees, user fees, charges etc., if any.
- 9.8 None of the Apartment Holders including the Purchaser shall have any exclusive right to any of the properties, assets, facilities, utilities etc. of the Recreation Area or and/or regarding the operations, management etc. of the Recreation Area, and each of the Apartment Holders including the Purchaser shall be bound to abide by and comply with all the Recreation Area Rules.

Article X

Creation of charge/mortgage by the Developer

- 10.1 Notwithstanding anything contained herein, by execution of this Agreement the Purchaser has/have provided his/her/its/their consent to the Developer to apply for and obtain financial assistance and/or project finance from any bank and/or financial institution, and for the said purpose to create mortgage, security, charge or other Encumbrances over and in respect of the Said Premises and/or the Building and/or any part or portion thereof in favour of the bank and/or financial institution providing such loan and/or financial assistance to the Developer. For

the avoidance of any doubt it is clarified that this Agreement by itself shall be treated as the written consent of the Purchaser for creation of charge/mortgage over any part or portion of the Said Premises and/or the Building, and no separate consent of the Purchaser shall be required for the said purpose.

- 10.2 Upon receipt by the Developer from the Purchaser (to the complete satisfaction of the Developer), of the full payment and/or deposit, as the case may be, of the Consideration Amount and all other sums, amounts etc. payable/to be deposited by the Purchaser in terms of this Agreement and before handing over of the Said Apartment in terms of this Agreement, the Developer shall cause the charge if any created by the Developer over and in respect of the Said Apartment And Properties Appurtenant Thereto in pursuance of its rights under Clause 10.1 hereinabove, to be discharged.

Article XI

Loans against the Said Apartment

- 11.1 For availing a home loan for the purpose of making payment of the Consideration Amount and the other amounts to be paid by the Purchaser to the Developer in terms of this Agreement, the Purchaser shall be entitled to approach only a bank and/or financial institution and no other party/entity/private lender, and in the event of such bank/financial institution agreeing to make available such finance and/or home loan, the Developer shall issue a no objection for the creation of a charge over and in respect of the Said Apartment on the express condition that the amount to be provided by such bank/financial institution shall be applied only for making payment of the Consideration Amount and the other amounts in terms of this Agreement, and only after a written undertaking recording the same is furnished by the Purchaser to such bank and/or financial institution with a copy to the Developer.
- 11.2 It shall be the sole and exclusive responsibility and liability of the Purchaser to ensure timely payment of the Consideration Amount and each of the amounts payable hereunder notwithstanding any loan availed of by the Purchaser. Neither any of the Owners nor the Developer shall be liable or responsible for the repayment of any such loan taken by the Purchaser from any bank/financial institution, and the Purchaser shall keep each of the Indemnified Parties safe, harmless and indemnified in respect thereof including but not limited to all claims, costs, charges, liabilities, expenses, damages and losses which may be made on any of the Indemnified Parties and/or which any of the Indemnified Parties may suffer or incur or be exposed to by reason of any action that such bank/financial institution may initiate on account of such loan and/or for the recovery of the loan amount and/or any part thereof and/or on account of any breach by the Purchaser of the terms and conditions governing the said loan.
- 11.3 All costs in connection with the procurement of such loan and creation of mortgage of the Said Apartment and further payment of charges to the bank/financial institution shall be solely and exclusively borne and incurred by the Purchaser, and the Purchaser shall keep each of the Indemnified Parties safe,

harmless and indemnified in respect thereof. Notwithstanding the provisions hereof, it is clarified that until all the amounts including the total Consideration Amount, the Common Expenses, the Deposits, the Extra Charges, the applicable Outgoings and all/any other charges, costs, expenses, penalties etc., as ascertained by the Developer, are paid by the Purchaser to the satisfaction of the Developer, the Developer shall have a first lien/charge on the Said Apartment to which the Purchaser shall have no objection to, and hereby waive(s) his/her/its/their right to raise any objection in that regard.

- 11.4 The Purchaser hereby expressly agree(s) that so long as the aforesaid loan remains unpaid/outstanding, the Purchaser shall, subject to the terms of this Agreement, not sell, transfer, let out, assign and/or deal with any part or portion of the Said Apartment And Properties Appurtenant Thereto in any manner whatsoever without obtaining the prior written permission of the Developer and the concerned bank/financial Institution. Neither any of the Owners nor the Developer shall be liable for any direct and/or indirect act of commission or omission by/of the Purchaser and/or by/of the contractors, men, servants, agents, personnel, employees etc. of the Purchaser, which are contrary to the terms and conditions governing the said loan. It shall be the responsibility of the Purchaser to inform the Holding Organization about the lien/charge of such bank/financial institution, and neither any of the Owners nor the Developer shall be liable or responsible for the same in any manner whatsoever or howsoever.
- 11.5 In the event of termination of this Agreement due to any reason and/or on any ground whatsoever or howsoever, then without prejudice to its other rights stipulated herein, the Developer shall, after deducting such amounts as may be applicable in accordance with the terms and conditions of this Agreement, refund to such bank/financial Institution the balance amounts, if any, and simultaneously upon/with the tender thereof by the Developer (notwithstanding the encashment thereof by the concerned party), the charge/any manner of claim of such bank/financial institution and the Purchaser on the Said Apartment And Properties Appurtenant Thereto shall automatically stand cancelled/terminated for all intents and purposes, and neither such bank/financial institution nor the Purchaser shall have any manner of claim or demand or action against any of the Owners and/or the Developer and/or in respect of/over any part or portion of the Said Apartment And Properties Appurtenant Thereto. The Purchaser hereby unconditionally and irrevocably subrogate(s) his/her/their/its right to receive any amount from/payable by the Developer, to such bank/financial institution in the event of cancellation/ termination of this Agreement on any ground whatsoever, and further confirm(s) that the act of the Developer of tendering payment to such bank/financial institution (if any ascertained as due and payable by the Developer) shall amount to a valid discharge by the Developer of its obligation to pay/refund any amount to the Purchaser.

Article XII

Transfer and/or nomination by the Purchaser

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

and/or those stated in the Final Deed including those stipulated by the Developer, and

- iii) in case of only letting out/parting with possession of the Said Apartment in favour of any Person(s), the Purchaser providing to the Developer the full particulars of the occupant(s) together with the introduction of such Person(s) to the designated representative of the Developer or the Holding Organisation, as the case may be, and the Facility Management Entity, as also of the rent and all other charges and benefits receivable by the Purchaser in respect thereof, to the extent necessary (as determined by the Developer) for assessment of the liability for rates, taxes and other impositions pertaining to the Said Apartment,

each of the above to the satisfaction of the Developer.

Article XIII

Termination of the Agreement and consequences thereof

- 13.1 Time for payment and due performance and observance by the Purchaser of each of the terms and conditions herein contained to the satisfaction of the Developer shall always remain as the essence of this contract.
- 13.2 Without prejudice to and in addition to the events/grounds stated elsewhere in this Agreement on the occurrence whereof the Developer shall be entitled to terminate this Agreement, in the event of any default on the part of the Purchaser in making timely payment/deposit of any of the amounts in terms of this Agreement and/or as stipulated by the Developer and/or in the event the Purchaser fail(s) to perform and observe any of the terms and conditions herein contained and on the part of the Purchaser to be performed and observed (such failure being as determined by the Developer), and if such default shall continue for a period of more than 15 (fifteen) days from the due date of payment or performance thereof, as the case may be, then and in that event the Developer shall be entitled, at its option, and is hereby authorized by the Purchaser, to determine and/or rescind and/or terminate this Agreement with or without notice, and without assigning any reason whatsoever or howsoever.
- 13.3 The Purchaser may at any time after the date hereof but before execution and registration of the Final Deed subject to the terms hereof, by a 30 (thirty) days' notice in writing intimate the Developer of his/her/their/its intent to terminate this Agreement provided that the Purchaser shall be entitled to exercise such right of termination only if on the date when the Purchaser so expresses his/her/their/its intent to terminate this Agreement, the rate then prevailing for transfer of an Apartment is not less than the rate at which the Consideration Amount recorded herein has been arrived at, and the Purchaser agree(s) and undertake(s) that the decision of the Developer in this regard shall be final and binding on the Purchaser, and *inter alia* in view of the fact that the Developer is blocking the Said Apartment and the Vehicle Parking Space for the Purchaser, the

Purchaser shall not make, set up or initiate any claim, demand or action which is contrary to the aforesaid, and thus the aforesaid termination contemplated by the Purchaser shall be subject to written acceptance of the same by the Developer.

- 13.4 Depending on the date of termination of this Agreement by the Developer and/or by the Purchaser (as the case may be) in terms hereof, the undernoted mutually agreed amounts shall, without any further act, deed or thing by the Developer and/or by the Purchaser stand forfeited in favour of the Developer from out of all the sums paid/deposited till such date by the Purchaser to/with the Developer and/or any of the Other Entities at the specific instructions of the Developer (irrespective of the account towards which such sum may have been paid/deposited by the Purchaser), and the balance, if any ascertained by the Developer as payable by the Purchaser to the Developer, shall forthwith and immediately be paid on demand by the Purchaser to the Developer, and the Purchaser accept(s) such consequences and consent(s) to the same:-

- i) on termination prior to the issuance of the Completion Notice:
 - (a) a sum equivalent to 20% (twenty percent) of the Consideration Amount; and (b) the Interest, if any due, accrued and payable by the Purchaser as ascertained by the Developer; and (c) the amounts deducted by the Purchaser as TDS while making any payment to the Developer and/or to any of the Other Entities; and (d) all amounts paid/payable by and/or recoverable from the Purchaser towards any of the Taxes.
- ii) on termination after issuance of the Completion Notice:
 - (a) a sum equivalent to 30% (thirty percent) of the Consideration Amount; and (b) the Common Expenses and each of the amounts stipulated in Clause 5.15, each payable with effect from the Outgoings Payment Commencement Date till the date of termination as notified by the Developer; and (c) the Interest, if any due, accrued and payable by the Purchaser on any amount as ascertained by the Developer; and (d) the amounts deducted by the Purchaser as TDS while making any payment to the Developer and/or to any of the Other Entities; and (e) all amounts paid/payable by and/or recoverable from the Purchaser towards any of the Taxes.

The Purchaser accept(s) and confirm(s) that the abovementioned mutually agreed amounts are a fair and reasonable estimate of the loss and damage that would be suffered by the Developer due to the abovementioned termination, bearing in mind that the Said Apartment and the Vehicle Parking Space would have been kept blocked by the Developer for the Purchaser, and the Purchaser covenant(s) and undertake(s) not to set up or raise or make any claim and/or demand contrary thereto.

- 13.5 In the event after the aforesaid forfeiture, the Developer ascertains that any amount is to be refunded by the Developer to the Purchaser, such amount will be refunded without any interest only after the Developer has entered into a fresh agreement in respect of the Said Apartment And Properties Appurtenant Thereto

with any other Person(s). The Purchaser acknowledge(s) that it is justifiable for the Developer to refund the amount, if any ascertained as due by the Developer to the Purchaser, after expiry of a reasonable period of time after the date on which the Developer enters into the abovementioned new agreement, in as much as the Developer would be blocking the Said Apartment and the Vehicle Parking Space on account of the Purchaser, and thus the Purchaser agree(s) and covenant(s) not to raise any objection whatsoever or howsoever to the same, and hereby consent(s) to the same.

- 13.6 Immediately on the issuance of the termination notice by the Developer, the Purchaser shall cease to have any manner of right or claim or demand under this Agreement and/or against the Owners and/or against the Developer (save and except receipt of refund, if any, subject to and/or in accordance with the provisions of this Article XIII) and though none created hereunder, for the avoidance of any doubt, any manner of right or interest or claim or demand in respect of any part or portion of the Said Apartment And Properties Appurtenant Thereto, and the Developer shall be entitled to deal with the Said Apartment And Properties Appurtenant Thereto in such a manner as it may deem fit and proper, and the Purchaser hereby confirm(s) the same.
- 13.7 On the date of termination of this Agreement by any of the Parties hereto subject to and in accordance with the terms hereof, any works done or executed by the Purchaser in the Said Apartment shall be deemed to comprise an integral part of the Said Apartment, and the Purchaser shall not be entitled to remove and/or dismantle the same and/or claim/demand any reimbursements, costs, charges etc. in lieu thereof.

Article XIV

Documentation and professional charges

- 14.1 The Advocate has prepared this Agreement and shall draw/draft all the papers and documents and instruments required for and/or in connection with the Said Premises and/or the Project and/or the Said Apartment And Properties Appurtenant Thereto including the Final Deed as also each of the deeds, documents etc. envisaged herein and/or as determined by the Developer from time to time, and each of the deeds, documents etc. shall be in such form and shall contain such particulars and/or covenants and/or stipulations as the Developer may approve and/or deem fit and proper, and the Purchaser covenant(s), undertake(s) and commit(s) to accept each of such drafts, deeds, documents, instruments etc. as shall be prepared by the Advocate without any dissent or demur, bearing in mind the rights and interests of all the Apartment Holders, provided that the Purchaser shall be entitled to obtain independent advice which shall however not absolve the Purchaser from his/her/their/its liability to make payment of the legal/professional fees and documentation charges payable by the Purchaser to the Developer.
- 14.2 The original of this Agreement has been handed over to the Purchaser and the Purchaser has assumed the obligation and responsibility to cause this Agreement

to be stamped and registered at his/her/their/its own cost and expense, and upon prior 30 (thirty) days written notice being given, the respective representatives/constituted attorneys of the Owners and the Developer will remain present to admit the execution thereof, and in the event of the Owners and/or the Developer being saddled with any liability on account of the stamp duty, registration fees and any other charges, expenses etc. and/or due to the non-registration of this Agreement, the Purchaser agree(s) and undertake(s) to indemnify and keep each of the Indemnified Parties fully safe, harmless and indemnified in respect of the aforesaid.

- 14.3 After compliance by the Purchaser of each of his/her/their/its obligations to the satisfaction of the Developer including but not limited to receipt by the Developer of all the amounts dues and payable by the Purchaser (each as ascertained by the Developer), the Owners and the Developer and the Purchaser shall take steps to execute the necessary deed in respect of the Said Apartment And Properties Appurtenant Thereto, which shall be in such form and contain such particulars and/or covenants and/or stipulations as the Advocate may deem fit and proper ("Final Deed"), on such date as may be determined by the Developer. The Purchaser shall be liable to cause the Final Deed to be registered.
- 14.4 The Purchaser shall further be liable and responsible to and hereby and hereunder covenant(s) and undertake(s) to pay and bear *inter alia*: (i) the entire stamp duty, registration fees and other fees, taxes and charges as may be levied from time to time by the government and/or any other authority(ies) and as applicable/ prevailing at the time of registration; and (ii) the legal fees as determined by the Developer; and (iii) other related and/or incidental charges and expenses including but not limited to documentation charges. Each of such amounts shall be paid/deposited by the Purchaser to/with the Developer within the time period prescribed for the same by the Developer in its notice of demand in respect thereof.
- 14.5 If the Purchaser fail(s) and/or neglect(s) to have the Final Deed executed and registered on/within the date notified by the Developer, then without prejudice to the right of the Developer to terminate this Agreement (such right to be exercised at the discretion of the Developer), whereupon the consequences stipulated in Article XIII of this Agreement shall apply, which the Purchaser accept(s) and consent(s) to, the Purchaser shall be liable to and agree(s) and undertake(s) to pay to the Developer, as and by way of mutually agreed pre-determined holding/ carrying charges of a sum of Rs. 25,000/- (Rupees Twenty Five Thousand only) per month until such time the Final Deed is executed and registered by the Purchaser provided that the same shall not render the Developer liable or responsible *inter alia* for the damage if any that may be caused to the Said Apartment due to such delay caused/occasioned by and/or attributable to the Purchaser, and the Purchaser shall be bound and obliged to have the Final Deed executed and registered subject to compliance of the other terms stipulated herein on "as is where is basis". The Purchaser accept(s) and confirm(s) that the abovementioned mutually agreed pre-determined holding/carrying charges are a fair and reasonable estimate of the loss and damage that would be suffered by the Developer due to the abovementioned default committed by the Purchaser, and

the Purchaser covenant(s) and undertake(s) not to set up or raise or make any claim/demand etc. contrary thereto.

- 14.6 The Purchaser shall from time to time, without raising any dissent, demur or cavil on any ground whatsoever or howsoever, sign and execute all applications, papers, documents, maintenance agreements, electricity agreements, manuals, guidelines and other deeds, each as per the formats prepared and/or caused to be prepared by the Advocate, and further the Purchaser shall grant such authorities, render such co-operation and do, execute and perform all such acts, deeds and things, each as the Developer may deem fit and necessary, in the interest of the development proposed at the Said Premises.

Article XV

Force Majeure

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

Article XVI

Governing law and jurisdiction

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

Article XVII

Notice

- 17.1 All notices to be served hereunder by the Developer to the Purchaser shall be deemed to have been served on the 4th (fourth) day from the date of delivery of the same to the postal authority for dispatch by registered post/speed post with acknowledgement due at the last known address of the Purchaser.

- 17.2 All correspondence shall be made with the Purchaser at the address of the Purchaser stated herein. Any change of the address of the Purchaser shall have to be notified in writing by the Purchaser to the Developer at the registered office of the Developer, and acknowledgement obtained by the Purchaser from the Developer for the noting of such change.
- 17.3 In case more than one Person comprises/constitutes the Purchaser herein, all communication shall be sent to the Person whose name appears first in the nomenclature of this Agreement, and the same shall for all purposes be considered as service on each of the Persons comprising/constituting the Purchaser. Further, any document, paper etc. signed/executed/accepted/acknowledged by any one of the Persons comprising/constituting the Purchaser shall be binding on each of the Persons comprising/constituting the Purchaser. Every communication sent by the Developer shall be deemed to have been received by the Purchaser.

Article XVIII

Consents and approvals

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

Article XIX

Miscellaneous

- 19.1 The name of the Project/Building shall be and shall always be "Shrivats", and the Purchaser and/or the Holding Organisation and/or the Apartment Holders shall not be entitled to change the name and/or call upon the Developer to change the same under any circumstances.
- 19.2 The Developer, at its sole discretion, may change, add, delete, alter, relax, modify etc. any of the terms and conditions stated herein. Furthermore, as a result of any contingency arising, the Developer reserves the right to alter and/or vary, without any notice, any of the terms and conditions herein and/or if the circumstances so warrant, the Developer may suspend the fulfilment of its obligations for such period as it may consider expedient, and the Purchaser agree(s) not to claim compensation of any nature whatsoever for the period of such suspension.
- 19.3 None of the Indemnified Parties shall be liable for any direct, indirect, punitive, incidental or consequential loss, claim, demand or damage suffered by the Purchaser due to loss of documents, delay in postal services and/or any other eventualities beyond the control of the Indemnified Parties, and the Purchaser agree(s) and undertake(s) to keep each of the Indemnified Parties safe, harmless and indemnified with regard thereto.
- 19.4 The Purchaser agree(s) and accept(s) that irreparable damage would be caused to the Developer in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or are otherwise breached, and thus it is accordingly agreed that the Developer shall be entitled to specifically enforce the terms and provisions of this Agreement.
- 19.5 The Parties acknowledge and agree that the Parties have entered into this Agreement as independent entities and purely on principal to principal basis, and nothing stated herein shall be deemed to constitute an association of Persons and/or a partnership between/amongst any of the Parties, or be construed as a joint venture between/amongst the Parties. Each Party shall keep each of the other Party(ies) duly indemnified from and against the same.
- 19.6 This Agreement contains the entire Agreement amongst the Parties in respect of the subject matter hereof, and supercedes all earlier/other recordings, promotional literature, agreements, arrangements, memoranda, understandings, brochures etc., and in no event shall the Purchaser be entitled to set up any oral agreement.
- 19.7 This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement.

- 19.8 No forbearance, indulgence, relaxation or inaction by the Developer at any time to require performance by the Purchaser of any of the provisions, covenants or undertakings of/in this Agreement shall in any manner be construed as a waiver by the Developer or in any manner affect, diminish or prejudice the right of the Developer to require performance of that provision, covenant or undertaking, and any waiver or acquiescence by the Developer of any breach of any of the provisions, covenants or undertakings of/in this Agreement, shall not be construed as a waiver or acquiescence of any future breach or of the rights hereunder or arising out of this Agreement, or acquiescence to or recognition of any other right under or arising out of this Agreement and/or a position other than as expressly stipulated in this Agreement. No waiver shall be effective unless made in writing and signed by an authorised representative of the Developer.
- 19.9 The Parties agree that if any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the validity, legality or enforceability of the remaining terms and provisions of this Agreement shall not in any way be affected or impaired, each of which shall continue to be valid and binding, and such invalid, illegal or unenforceable provision shall for all purposes be treated as severed from this Agreement and ineffective to the extent of such invalidity or unenforceability. Notwithstanding the foregoing, the Parties shall thereupon discuss in good faith in order to agree on the terms of another provision in order to achieve as nearly as possible the same effect as that of the provision so found to be void or unenforceable, to satisfactorily record the intent of the Parties.

The First Schedule Above Referred To

("Said Premises")

All That the 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, and butted and bounded in the following manner:-

On the North	: By the public road known as Raja Ram Mohan Roy Road, Kolkata;
On the East	:Partly by Premises No. 205A/1, Raja Ram Mohan Roy Road, Kolkata, partly by Premises No. 82/2, Raja Ram Mohan Roy Road, Kolkata and partly by the public road known as Raja Ram Mohan Roy Road, Kolkata;
On the West	:Partly by Premises No. 82/1, Raja Ram Mohan Roy Road, Kolkata, partly by Premises No. 228/C, Raja Ram Mohan Roy

Road, Kolkata and partly by Premises No. 229, Raja Ram Mohan Roy Road, Kolkata; and

On the South : By Premises No. 84/6A, Raja Ram Mohan Roy Road, Kolkata.

Or howsoever the same may be butted bounded known or numbered

The Second Schedule Above Referred To

("Devolution of Title")

1. By and under a Bengali Deed of Partition dated 28th April, 1959, registered with the Joint Sub-Registrar of Alipore at Behala, in Book No. 1, Volume No. 33, Pages 257 to 278, Being Deed No. 2599 for the year 1959, Sudhir Kumar Samanta, son of Behari Lal Samanta, was allotted, transferred and conveyed, to the exclusion of all others, the sole and absolute ownership, right, title and interest, free from all encumbrances, liabilities, third party claims etc., in respect of/over All That the several pieces and parcels of divided, demarcated and identified contiguous and continuous lands of diverse nature/classification and measurements together with structures thereon, comprised in portions of several R.S. Dag Nos. appertaining to several Khatian Nos. as detailed hereinbelow, all situate at Mouza Saiyadpur, J. L. No. 12, Police Station Behala, within the jurisdiction of the South Suburban Municipality, District 24 Parganas:
 - a) divided, demarcated and identified portion of land classified as baastu, admeasuring 42 (forty two) decimals more or less, comprised in a portion of R. S. Dag No. 147, recorded in R. S. Khatian No. 323 ("**Sudhir Portion of Dag No. 147**");
 - b) divided, demarcated and identified portion of land classified as sali, admeasuring 24.50 (twenty four point fifty) decimals more or less, comprised in a portion of R. S. Dag No. 148, recorded in R. S. Khatian No. 323 ("**Sudhir Portion of Dag No. 148**");
 - c) divided, demarcated and identified portion of land classified as danga, admeasuring 1.50 (one point fifty) decimals more or less, comprised in a portion of R. S. Dag No. 149, recorded in R. S. Khatian No. 323 ("**Sudhir Portion of Dag No. 149**") and
 - d) divided, demarcated and identified portion of land classified as sali, admeasuring 4.50 (four point fifty) decimals more or less, comprised in a portion of R. S. Dag No. 153, recorded in R. S. Khatian No. 308 ("**Sudhir Portion of Dag No. 153**").

(collectively, "**Larger Property**")
2. Thus in pursuance of the aforesaid, the said Sudhir Kumar Samanta alias Sudhir Samanta became the full and absolute owner of the entirety of the Larger

Property, and while portions of the Larger Property were duly assessed by the Kolkata Municipal Corporation as Premises No. 204, Raja Ram Mohan Roy Road, Kolkata - 700 008 admeasuring 7 (seven) cottahs 5 (five) chittacks more or less, vide Assessee No. 41-122-10-0204-4, and Premises No. 230, Raja Ram Mohan Roy Road, Kolkata - 700 008 admeasuring 7 (seven) cottahs more or less, vide Assessee No. 41-122-10-0230-5 (collectively, "**Assessed Portions**"), the balance portion of the Larger Property remained un-assessed by the Kolkata Municipal Corporation ("**Un-Assessed Portion**").

3. The said Sudhir Kumar Samanta, a Hindu governed by the Dayabhaga School of Hindu Law, died intestate as a bachelor on 18th December, 1996, leaving him surviving 3 (three) brothers, namely, Ajit Kumar Samanta, Arun Kumar Samanta and Satyendra Nath Samanta and 6 (six) sisters, namely, Kamala Das, wife of Nemai Das, Bimala Das, wife of Balai Das, Anila Dey, wife of Rash Behari Dey, Pramila Das, wife of Panchu Gopal Das, Nirmala Kar, wife of Rabindra Nath Kar, and Urmila Bera alias Urmila Adhir Bera, wife of Adhir Kumar Bera, as his only legal heirs and heiresses, who, under the laws of succession, were and/or became entitled to the entirety of the estate of the said Sudhir Kumar Samanta to the exclusion of all others (collectively "**Legal Heirs of Sudhir Kumar Samanta**"), and thus the Legal Heirs of Sudhir Kumar Samanta collectively became the full and absolute owners of the Larger Property, with each of them being respectively entitled to an equal undivided $\frac{1}{9}$ th (one-ninth) share and/or interest in the Larger Property.
4. One of the Legal Heirs of Sudhir Kumar Samanta, namely the said Urmila Bera died intestate on 4th April, 2000, leaving her surviving 1 (one) son, namely Mohan Lal Bera alias Mohan Lal Adhir Kumar Bera, and 2 (two) daughters, namely, Mita Das, wife of Bikash Chandra Das, and Gita Jana, wife of Jagannath Jana, as her only legal heirs and heiresses (collectively "**Legal Heirs of Urmila Bera**"), who thus collectively and in equal shares, became the full and absolute owners of the said undivided $\frac{1}{9}$ th (one-ninth) share and/or interest of the said Urmila Bera in the Larger Property.
5. Sisir Kumar Kar, son of Nirmala Kar (one of the Legal Heirs of Sudhir Kumar Samanta) died intestate on 3rd January, 2001, leaving him surviving his wife, namely Shrabani Kar, and 1 (one) son, namely Ambarish Kar as his only legal heirs and heiress (jointly "**Legal Heirs of Sisir Kumar Kar**"), who thus jointly and in equal shares, became the full and absolute owners of the entirety of the estate of the said Sisir Kumar Kar.
6. One of the Legal Heirs of Sudhir Kumar Samanta, namely Nirmala Kar died intestate on 22nd March, 2001, leaving her surviving 3 (three) sons, namely, Rathindra Nath Kar, Samir Kumar Kar and Mihir Kar, 1 (one) daughter, namely Latika Samanta, wife of Anil Samanta, and the Legal Heirs of Sisir Kumar Kar as her only legal heirs and heiresses (collectively, "**Legal Heirs of Nirmala Kar**"), who thus collectively and in their respective shares (as detailed hereinbelow) became the full and absolute owners of the undivided $\frac{1}{9}$ th (one-ninth) share and/or interest of the said Nirmala Kar in the Larger Property:

Name	Undivided Share and/or Interest in the Larger Property
Rathindra Nath Kar	1/45 th (one-forty fifth)
Samir Kumar Kar	1/45 th (one-forty fifth)
Mihir Kar	1/45 th (one-forty fifth)
Latika Samanta	1/45 th (one-forty fifth)
Shrabani Kar	1/90 th (one-ninetieth)
Ambarish Kar	1/90 th (one-ninetieth)

7. One of the Legal Heirs of Sudhir Kumar Samanta, namely Satyendra Nath Samanta died intestate on 19th December, 2002, leaving him surviving his wife, Sefall Samanta, and 2 (two) sons, namely, Subrata Samanta and Soumitra Samanta as his only legal heirs and heiress (collectively, "**Legal Heirs of Satyendra Nath Samanta**"), who thus collectively and in equal shares became the full and absolute owners of the undivided 1/9th (one-ninth) share and/or interest of the said Satyendra Nath Samanta in the Larger Property.
8. One of the Legal Heirs of Nirmala Kar, namely Mihir Kar, died intestate on 23rd January, 2008, leaving him surviving his wife, Mallika Kar, and 2 (two) sons, namely, Arijit Kar and Aritra Kar as his only legal heirs and heiress (collectively, "**Legal Heirs of Mihir Kar**"), who thus collectively and in equal shares became the full and absolute owners of the undivided 1/45th (one-forty fifth) share and/or interest of the said Mihir Kar in the Larger Property.
9. By a Deed of Conveyance dated 12th May, 2010, registered with the Additional Registrar of Assurances - I, Kolkata, in Book No. I, CD Volume No. 13, Pages 667 to 704, Being No. 04984 for the year 2010, the then surviving Legal Heirs of Sudhir Kumar Samanta, the Legal Heirs of Urmila Bera, the then surviving Legal Heirs of Nirmala Kar, the Legal Heirs of Sisir Kumar Kar, the Legal Heirs of Satyendra Nath Samanta and the Legal Heirs of Mihir Kar, therein collectively described as the Vendors, in lieu of valuable consideration, sold, transferred and conveyed, free from all encumbrances, liabilities, thirty part claims etc., in favour of the Owner Nos. 1, 2 and 3, and one Well Plan Corporate Management Private Limited, a company then having its registered office at 2, Rowland Road, Kolkata - 700 020, Police Station Beltala, Post Office Lala Lajpat Rai Sarani, having Income Tax PAN No. AAACW2580N, therein collectively described as the Purchasers, a divided, demarcated and identified portion of the Larger Property admeasuring 47.07 (forty seven point zero seven) decimals more or less (equivalent to 1 (one) bigha 8 (eight) cottahs 7 (seven) chittacks and 29 (twenty nine) sq.ft. more or less), together with the structures thereon, comprising of divided, demarcated and identified portions of land in each of the R.S. Dag Nos. comprising the Larger Property as detailed hereinbelow, all situate at Mouza Salyadpur, J. L. No. 12, Police Station Thakurpukur, formerly Behala and now Haridevpur, District 24 Parganas (South), within Ward No. 122 of the Kolkata Municipal Corporation, including the entirety of each of the Assessed Portions and a portion of the Un-Assessed Portion:

- a) divided, demarcated and identified portion of land classified as haastu, admeasuring 31.65 (thirty one point sixty five) decimals more or less, out of the Sudhir Portion of Dag No. 147;
- b) divided, demarcated and identified portion of land classified as sali, admeasuring 9.58 (nine point fifty eight) decimals more or less, out of the Sudhir Portion of Dag No. 148;
- c) divided, demarcated and identified portion of land classified as danga, admeasuring 1.34 (one point thirty four) decimals more or less, out of the Sudhir Portion of Dag No. 149; and
- d) divided, demarcated and identified portion of land classified as sali, admeasuring 4.50 (four point fifty) decimals more or less, out of the Sudhir Portion of Dag No. 153,

(collectively, "Said Property"),

and thus the Owner Nos. 1, 2 and 3 along with the said Well Plan Corporate Management Private Limited became the full and absolute owners of the entirety of the Said Property, free from all encumbrances etc., with each of the said parties being respectively entitled to an equal undivided 1/4th (one-fourth) share and/or interest therein.

10. Subsequently, each of the Assessed Portions comprising a part of the Said Property were duly mutated in the records of the Kolkata Municipal Corporation in the collective names of the Owner Nos. 1, 2 and 3 and the said Well Plan Corporate Management Private Limited, and furthermore pursuant to the application made by the Owner Nos. 1, 2 and 3 and the said Well Plan Corporate Management Private Limited, a portion of the Un-Assessed Portion which comprised a part of the Said Property, admeasuring 14 (fourteen) cottahs 2 (two) chittacks and 29 (twenty nine) sq.ft. more or less, was duly assessed as Premises No. 650, Raja Ram Mohan Roy Road, Kolkata - 700 008, and subsequently each of the Assessed Portions together with the structures thereon, being respectively Premises No. 204, Raja Ram Mohan Roy Road, Kolkata - 700 008 and Premises No. 230, Raja Ram Mohan Roy Road, Kolkata - 700 008, were amalgamated by the Kolkata Municipal Corporation with the abovementioned newly assessed Premises No. 650, Raja Ram Mohan Roy Road, Kolkata - 700 008, into a single premises/property, and such amalgamated property together with the structures thereon was numbered and assessed Premises No. 650, Raja Ram Mohan Roy Road, Kolkata - 700 008, recorded as admeasuring 1 (one) bigha 8 (eight) cottahs 7 (seven) chittacks and 29 (twenty nine) sq.ft. more or less vide Assessee No. 41-122-10-1162-8 ("Said Premises"), more specifically described in the **First Schedule** hereinabove written, and the Said Premises was thus mutated in the records of the Kolkata Municipal Corporation in the collective names of the Owner Nos. 1, 2 and 3 and the said Well Plan Corporate Management Private Limited.
11. The Owner Nos. 1, 2 and 3 along with the said Well Plan Corporate Management Private Limited also had their respective names duly mutated in the records of the concerned Block Land & Land Reforms Office as the full and absolute owners of

the Said Premises, and furthermore the concerned Block Land & Land Reforms Office also converted the nature of use/classification of each of the concerned Dag Nos. to 'abasan'.

12. By an Indenture dated 2nd December, 2015, registered with the District Sub-Registrar-II, Alipore, South 24 Parganas in Book No. 1, Volume No.1602/2015, Pages from 210205 to 210232, Being No.160212217 for the year 2015, the said Well Plan Corporate Management Private Limited, therein described as the Vendor, in lieu of valuable consideration, sold, transferred and conveyed in favour of the Owner No. 4 All That its undivided 1/4th (one-fourth) share and/or interest in the Said Premises.
13. Thus, the Owners herein became and are collectively the full and absolute owners of the Said Premises.

The Third Schedule Above Referred To

Part - I

("Said Apartment")

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

Part-II

("Vehicle Parking Space")

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

The Fourth Schedule Above Referred To

Part - I

("Consideration Amount")

A sum of Rs. _____/- (Rupees _____ only) together with all applicable Taxes etc. thereon.

Part - II

[Schedule of payment of the Consideration Amount]

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

Milestone	Percentage of the Consideration Amount (%)	Amount (Rs.)
On Application		
Within 30 days from the date of Allotment	15% (Less the Booking Amount)	
On or before piling/foundation	15%	
On or before casting of the ground floor of the Building	10%	
On or before casting of the 1 st floor of the Building	10%	
On or before casting of the 2 nd floor of the Building	10%	
On or before casting of the 3 rd floor of the Building	10%	
On or before casting of the 4 th floor of the Building	10%	
On or before casting of the 5 th floor of the Building	10%	
On or before hand over of possession for Fit Outs/Interior Works or registration of the Final Deed, whichever be earlier	10%	
Total	100%	

Part - III*[Earnest money]*

- i) A sum of Rs. _____/- (Rupees _____ only) vide Cheque No. _____, dated _____, drawn on _____ Branch ; and
- ii) A sum of Rs. _____/- (Rupees _____ only) vide Cheque No. _____, dated _____, drawn on _____ Bank, _____ Branch, _____.

The Fifth Schedule Above Referred To**("Specifications")****RCC Framed Structure** with anti-termite treatment in foundation**External & Internal Walls:**

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

Ground Floor Main Entrance Lobby:

Beautifully decorated and painted

Doors and Hardware:

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

Windows:

Anodized/powder coated aluminum with clear glazing or UPVC window

Flooring:

Bedrooms/Living/Dining/Balcony - Vitrified tiles

Kitchen:

- Flooring - Anti skid ceramic tiles

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

Toilet:

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

Electricals:

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

Lifts:

- Elevator of reputed make

Elevation:

- Modern elevation conforming to contemporary design

Security Features:

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

The Sixth Schedule Above Referred To

("Commonly Used Areas And Facilities")

1. The foundation, columns, beams, support, entrances, exits and pathways.
2. Entrance lobby on the ground floor.
3. Staircases on all the floors.
4. Staircase landings on all the floors.

5. Common passages and lobbies adjoining the lift space on all the floors.
6. 4 (four) numbers of lifts.
7. Lift machine room, situate at a portion of the ultimate roof of the Building, as identified and designated by the Developer.
8. Electric transformer room with all equipments and facilities therein, situate at a portion of the ground floor of the Building, as identified and designated by the Developer.
9. Electric meter room situate at a portion of the ground floor of the Building, as identified and designated by the Developer.
10. Generator set, situate at a portion of the ground floor of the Building, as identified and designated by the Developer.
11. Tube well, overhead water tank situate at a portion of the ultimate roof of the Building, as identified and designated by the Developer, and underground water reservoirs.
12. Water pump, water pipes and other common plumbing installation.
13. Fire fighting pumps and fire fighting systems intended only for such of the Commonly Used Areas and Facilities as identified and designated by the Developer.
14. Plumbing, vertical stacks and shafts.
15. Feeder cable, transformers, LT switches, meters and individual electrical meters.
16. Drainage and sewage system.
17. Boundary wall and gate.
18. Recreation Area.
19. Such other common parts, areas, equipments, installations, fixtures, fittings, covered and open spaces in or about the Said Premises and/or the Building as may be determined by the Architect as being necessary for passage to or for the use and occupancy of the Apartments, but shall not include any area sanctioned and/or permitted for construction under the Plan unless expressly authorized and/or agreed upon in writing by the Developer.

The Seventh Schedule Above Referred To

[Some Common Expenses]

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

Commonly Used Areas And Facilities and/or any part thereof, excepting in so far as the same is the responsibility of an Apartment Holder/the occupant/the Purchaser of any Apartment.

14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by any competent authority in connection with the Said Premises and/or the Building and/or any part thereof so far as the same is not the liability of and/or attributable to an Apartment Holder/the occupant/the Purchaser of any Apartment.
15. Generally managing and maintaining and protecting the Said Premises, the Building and the Commonly Used Areas And Facilities, and for such purpose employing any contractor and enforcing lawfully or attempting to enforce lawfully, the observance of the covenants on the part of the Apartment Holders/the users/occupants of any of the Apartments.
16. Engaging qualified accountant(s) for the purpose of auditing the accounts in respect of the Common Expenses, and certifying the total amount thereof for the period to which the accounts relate.
17. Complying with the requirements and directions of any competent authority and/or with the provisions of all statutes and regulations, orders and bye-laws made thereunder relating to the Said Premises and/or the Building and/or the Commonly Used Areas And Facilities, excepting those which are the responsibility of an Apartment Holder/the occupier/user of any Apartment.
18. The purchase, maintenance, insurance together with the applicable renewals and replacement of fire fighting appliances and other equipments, infrastructure etc. as from time to time, may be considered necessary by Developer or the Facility Management Entity, as the case may be.
19. Administering the management of the staff and complying with all relevant regulations and orders thereunder, and employing, whenever necessary, suitable person(s) or firm(s) to deal with these matters and disengage them when required.
20. The purchase, maintenance together with the applicable renewals thereof as also the replacement of any other equipment and the provisions of any other service, which in the opinion of the Developer or the Facility Management Entity, as the case may be, it is reasonable to provide.
21. Litigation expenses that may have to be incurred for any common purpose and/or for in/the larger/greater interest of the Said Premises and/or the Building.
22. Charges, fees etc. of the Facility Management Entity.
23. Service charges of the Developer till the maintenance is handed over to the Holding Organisation.

24. Such periodic amounts, as may be estimated by the Developer or the Facility Management Entity, as the case may be, whose decision shall be final and binding, and to provide for a reserve fund for items of expenditure including those referred to in this Schedule to be incurred or expected to be incurred at any time.
25. Such other costs, expenses etc. incidental to and/or ancillary to and/or related to ~~to~~ ^{to} ~~with any of the~~ matters, items, issues etc. stated in this Schedule.

The Eighth Schedule Above Referred To

Part - I

("Deposits")

1. **Interest free non-refundable Deposits:**
 - a) Common Expenses deposit - Rs. 25,000/- (Rupees Twenty Five Thousand only).
 - b) Corporation tax deposit - Rs. 25,000/- (Rupees Twenty Five Thousand only).

2. **Interest free refundable deposit after due adjustments:**

Deposit on account of municipal rates and taxes in respect of the Said Apartment - Rs. 25,000/- (Rupees Twenty-Five Thousand only), which deposit shall be refunded, after necessary deductions/adjustments if any, only after the Purchaser produces written documentation in support of the name of the Purchaser having been separately mutated and assessed in the records of the Kolkata Municipal Corporation as the owner of the Said Apartment.

Part - II

("Extra Charges")

1. Costs, charges and expenses for the transformer and cabling charges - Rs. 1,21,000/- (Rupees One lac Twenty- One Thousand only).
2. Individual CESC meter deposit and costs - at actuals.
3. Costs and charges for formation of the Holding Organisation - Rs. 11,000/- (Rupees Eleven Thousand only) per Apartment.

4. Costs, charges and expenses for installation of the sub-meter and security deposit - at actuals.
5. Generator charges for limited back up to an Apartment- at the rate of Rs. 25,000/- (Rupees Twenty Five Thousand only) per KVA, with the KVA being as per the following 2 (two) options:
 2 (two) bedrooms with hall and kitchen - 2 (two) KVA;
 3 (three) bedrooms with hall and kitchen - 3 (three) KVA.
6. Charges for carrying out the mutation of the name of the Purchaser in respect of the Said Apartment in the records of the Kolkata Municipal Corporation - Rs. 25,000/- (Rupees Twenty Five Thousand only).
7. All betterment fees, development charges etc. taxes and other levies, charges etc. imposed by the government and/or by any other Governmental Authority(ies) and/or by any statutory/quasi-statutory authorities/bodies in respect of the Said Premises and/or the Project and/or the Building and/or the Said Apartment And Properties Appurtenant Thereto, which shall be payable proportionately in respect of the Said Premises and the Project and the Building, and wholly in respect of the Said Apartment and the Vehicle Parking Space.
8. Proportionate share of any additional facility or amenity provided for in/at the Building and/or the Said Premises for the benefit of all the Apartment Holders including the Purchaser, as may be determined entirely and at the sole and absolute discretion of the Developer, and the Purchaser hereby consent(s) to the same.
9. Charges, costs and expenses for: (i) carrying out any additional work in or at or relating to the Said Apartment; and/or (ii) providing any additional facilities and/or utilities at the Said Apartment, each as requested in writing by the Purchaser and accepted by the Developer.
10. Legal charges/fees of the Advocate - Rs. 25,000/- (Rupees Twenty Five Thousand only).
11. Documentation Charges - Rs. 5,000/- (Rupees Five Thousand only) excluding stamp duty, registration fees and miscellaneous costs and expenses associated with registration, as applicable, on the date of registration and as advised by the Developer.
12. Charges levied under Rule 25 of the Kolkata Municipal Corporation Act, 1980, and/or any equivalent statutory provision - as may be determined by the Developer subject to a maximum sum of Rs. 1,00,000/- (Rupees One Lakh only), and the Purchaser hereby consent(s) to the same.

The amounts to be determined at "actuals" shall be such as shall be certified by the Developer, and the Purchaser agree(s) to accept the same.

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

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

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

Executed and Delivered by the
Purchasers at Kolkata in the
presence of: