

THIS AGREEMENT is made on this the \_\_\_\_\_ day of \_\_\_\_\_ TWO  
THOUSAND AND EIGHTEEN

BETWEEN

**M/S. UNITY BUILDERS**, a firm registered under the Indian Partnership Act, 1932 (Registration No. L8/207 of 15.12.2015), having its office at Rabindra Sarani, Shiv Mandir area, P.O. Kadamtala, P.S. Matigara, Dist: Darjeeling - 734011, in the State of West Bengal, **Correspondence address : G-0214, CITY CENTRE OFFICE BLOCK, UTTORAYON, P.O. & P.S. MATIGARA, SILIGURI, DISTRICT- DARJEELING, Pin Code- 734010----** hereinafter referred to as the **"SELLER"** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the partners for the time being of the said partnership business or such other person and/or persons who may be taken in and/or admitted as partner and/or partners of the said partnership firm or such other persons and/or persons who may carry on the business of the said partnership firm and their respective heirs, legal representatives, executors, administrators and assigns) of the **"FIRST PART"** represented by its partners:- (1) SRI SANDEEP GOYAL, S/o. Sri Shri Bhagwan Goyal, Hindu by faith, Indian by Nationality, Business by occupation, and resident of Mayfair Gardens, Maple View, Flat No. - 4/E, Panjabipara, P.O. Siliguri, P.S. Bhaktinagar, in the District of Darjeeling; (2) SMT. SUMAN AGARWAL, wife of Sri Suresh Kumar Agarwal, Hindu by faith, Indian by Nationality, Business by occupation, and resident of Sevoke Road, P.O. & P.S. Siliguri, in the District of Darjeeling; (3) UNITY COMMOSALES PVT. LTD. a private limited Company, incorporated under the Companies Act, 1956, bearing certificate of Incorporation No. U51101WB2009PTC132669 dated 12.02.2009 having its registered office at Naya Bazar, P.O. & P.S. Siliguri, in the District of Darjeeling; represented by its Director Sri Binoy Agarwal, son of Sri Jagdish Prasad Agarwal, Hindu by faith, Indian by nationality, Business by occupation, resident of Khalpara, P.O. & P.S. Siliguri, District Darjeeling - 734001, in the State of West Bengal; & (4) SRI HEMANT KUMAR AGARWAL, son of Sri Binod Kumar Agarwal, Hindu by faith, Indian by Nationality, Business by occupation, and resident of Naya Bazar, P.O. & P.S. Siliguri, in the District of Darjeeling.

AND

1. .... son of.....aged about ..... years having PAN No. ....  
..... residing at  
.....
  
2. .... wife of ..... aged about ..... years  
having ..... residing at ..... ---  
hereinafter referred to as the **"BUYER"** (which term or expression shall, unless excluded by or repugnant to the subject or context, be deemed to mean and include his/her/their heirs, legal representatives, executors, administrators and assigns) of the **"OTHER PART"**.

AND

**UNITY COMMOSALES PVT. LTD.** a private limited Company, incorporated under the Companies Act, 1956, bearing certificate of Incorporation No. U51101WB2009PTC132669 dated 12.02.2009 having its registered office at Naya Bazar, P.O. & P.S. Siliguri, in the District of Darjeeling; represented by its Director Sri Binoy Agarwal, son of Sri Jagdish Prasad Agarwal, Hindu by faith, Indian by nationality, Business by occupation, resident of Khalpara, P.O. & P.S. Siliguri, District Darjeeling - 734001, in the State of West Bengal ---- hereinafter referred to as the "**CONFIRMING PARTY / THIRD PARTY** " (which expression shall unless it be repugnant to the context or meaning thereof include his heirs or heiresses, executors, successors-in-interest, administrators, legal representatives and/or assigns) of the "**THIRD PART**".

**WHEREAS:**

- A) UNITY COMMOSALES PVT. LTD., is a partner in the Sellers' firm and that M/S. UNITY BUILDERS by virtue of a Deed of Conveyance executed by and between UNITY COMMOSALES PVT. LTD., a private limited Company, incorporated under the Companies Act, 1956, having its registered office at 14, Weston Street, Kolkata - 12 therein referred to as the Purchaser of the One Part and Sri Goutam Sinha (Singha), son of Sri Purnadeb Sinha (Singha), resident of Baramohan Singh Jote, P.O. Kadamtala, P.S. Matigara, Dist: Darjeeling, therein referred to as the Vendor of the Other Part became the sole, absolute and exclusive owner of ALL THAT the pieces and parcels of land containing by estimation 0.51 acres (be the same a little more or less) appertaining to and forming part of R.S. Plot no. 679 corresponding to L.R. Plot no. 1202, recorded in R.S. Khatian no. 35/3 corresponding to L.R. Khatian no. 1508, within Mouza Baramohan Singh, J.L. No. 71, Pargana Patharghata, under B.L.&L.R.O. office Matigara at Shiv Mandir, P.S. Matigara, Dist: Darjeeling for the consideration and on the terms and conditions contained and recorded in the said indenture registered at the Office of the A.D.S.R. Siliguri - II at Bagdogra, District Darjeeling, and recorded in Book No. I, CD Volume no. 1, pages from 7419 to 7434 being document no. 404 for the year 2013 free from all encumbrances and charges whatsoever.
- B) UNITY COMMOSALES PVT. LTD., a partner in the Sellers' firm and that M/S. UNITY BUILDERS by virtue of a Deed of Conveyance executed by and between UNITY COMMOSALES PVT. LTD., a private limited Company, incorporated under the Companies Act, 1956, having its registered office at 14, Weston Street, Kolkata - 12 therein referred to as the Purchaser of the One Part and Smt. Sakuntala Sinha (Singha), wife of Sri Purnadeb Sinha (Singha), resident of Baramohan Singh Jote, P.O. Kadamtala, P.S. Matigara, Dist: Darjeeling, therein referred to as the Vendor of the Other Part became the sole, absolute and exclusive owner of ALL THAT the pieces and parcels of land containing by estimation 0.50 acres (be the same a little more or less) appertaining to and forming part of R.S. Plot no. 679 corresponding to (i) L.R. Plot no. 1200 an area of land measuring 0.25 acres and (ii) L.R. Plot no. 1202 an area of land measuring 0.25 acres, recorded in R.S. Khatian no. 35/3 corresponding to L.R. Khatian no. 1508, within Mouza Baramohan Singh, J.L. No. 71, Pargana Patharghata, under B.L.&L.R.O. office Matigara at Shiv Mandir, P.S. Matigara, Dist: Darjeeling for the consideration and on the terms and conditions contained and recorded in the said indenture registered at the Office of the A.D.S.R.

Siliguri - II at Bagdogra, District Darjeeling, and recorded in Book No. I, CD Volume no. 1, pages from 7404 to 7418 being document no. 403 for the year 2013 free from all encumbrances and charges whatsoever.

- C) UNITY COMMOSALES PVT. LTD., a partner in the Sellers' firm and that M/S. UNITY BUILDERS by virtue of a Deed of Conveyance executed by and between UNITY COMMOSALES PVT. LTD., a private limited Company, incorporated under the Companies Act, 1956, having its registered office at 14, Weston Street, Kolkata - 12 therein referred to as the Purchaser of the One Part and Sri Goutam Sinha (Singha), son of Sri Purnadeb Sinha (Singha), resident of Baramohan Singh Jote, P.O. Kadamtala, P.S. Matigara, Dist: Darjeeling, therein referred to as the Vendor of the Other Part became the sole, absolute and exclusive owner of ALL THAT the pieces and parcels of land containing by estimation 0.28 acres (be the same a little more or less) appertaining to and forming part of R.S. Plot no. 679 corresponding to L.R. Plot no. 1202, recorded in R.S. Khatian no. 35/3 corresponding to L.R. Khatian no. 1508, within Mouza Baramohan Singh, J.L. No. 71, Pargana Patharghata, under B.L.&L.R.O. office Matigara at Shiv Mandir, P.S. Matigara, Dist: Darjeeling for the consideration and on the terms and conditions contained and recorded in the said indenture registered at the Office of the A.D.S.R. Siliguri - II at Bagdogra, District Darjeeling, and recorded in Book No. I, CD Volume no. 17, pages from 1906 to 1917 being document no.5948 for the year 2014 free from all encumbrances and charges whatsoever.
- D) UNITY COMMOSALES PVT. LTD., a partner in the Sellers' firm and that M/S. UNITY BUILDERS by virtue of a Deed of Conveyance executed by and between UNITY COMMOSALES PVT. LTD., a private limited Company, incorporated under the Companies Act, 1956, having its registered office at 14, Weston Street, Kolkata - 12 therein referred to as the Purchaser of the One Part and Smt Sumitra Bhattacharjee, wife of Subhrendu Bhattacharjee, resident of Tulakata, P.O. Kadamtala, P.S. Matigara, Dist: Darjeeling, therein referred to as the Vendor of the Other Part became the sole, absolute and exclusive owner of ALL THAT the pieces and parcels of land containing by estimation 3 Kathas (be the same a little more or less) appertaining to and forming part of R.S. Plot no. 679 corresponding to L.R. Plot no. 1202, recorded in R.S. Khatian no. 35/3 corresponding to L.R. Khatian no. 4072, within Mouza Baramohan Singh, J.L. No. 71, Pargana Patharghata, under B.L.&L.R.O. office Matigara at Shiv Mandir, P.S. Matigara, Dist: Darjeeling for the consideration and on the terms and conditions contained and recorded in the said indenture registered at the Office of the A.D.S.R. Siliguri - II at Bagdogra, District Darjeeling, and recorded in Book No. I, CD Volume no. 18, pages from 1270 to 1281 being document no.7702 for the year 2013 free from all encumbrances and charges whatsoever.
- E) UNITY COMMOSALES PVT. LTD., a partner in the Sellers' firm and that M/S. UNITY BUILDERS by virtue of a Deed of Conveyance executed by and between UNITY COMMOSALES PVT. LTD., a private limited Company, incorporated under the Companies Act, 1956, having its registered office at 14, Weston Street, Kolkata - 12 therein referred to as the Purchaser of the One Part and Sri Motilal Singha, son of Late Mandala Singha, resident of Baramohan Singh Jote, P.O. Kadamtala, P.S. Matigara, Dist: Darjeeling, therein referred to as the Vendor of the Other Part became the sole, absolute and exclusive owner

of ALL THAT the pieces and parcels of land containing by estimation 0.0825 acres (be the same a little more or less) appertaining to and forming part of R.S. Plot no. 679 corresponding to L.R. Plot no. 1202, recorded in R.S. Khatian no. 35/3 corresponding to L.R. Khatian no. 1508, within Mouza Baramohan Singh, J.L. No. 71, Pargana Patharghata, under B.L.&L.R.O. office Matigara at Shiv Mandir, P.S. Matigara, Dist: Darjeeling for the consideration and on the terms and conditions contained and recorded in the said indenture registered at the Office of the A.D.S.R. Siliguri - II at Bagdogra, District Darjeeling, and recorded in Book No. I, CD Volume no. 47, pages from 5611 to 5624 being document no.10855 for the year 2012 free from all encumbrances and charges whatsoever.

F) UNITY COMMOSALES PVT. LTD., a partner in the Sellers' firm and that M/S. UNITY BUILDERS by virtue of a Deed of Conveyance executed by and between UNITY COMMOSALES PVT. LTD., a private limited Company, incorporated under the Companies Act, 1956, having its registered office at 14, Weston Street, Kolkata - 12 therein referred to as the Purchaser of the One Part and Smt. Rase Rani Singha, wife of Sri Suresh Chandra Singha, resident of Baramohan Singh Jote, P.O. Kadamtala, P.S. Matigara, Dist: Darjeeling, therein referred to as the Vendor of the Other Part became the sole, absolute and exclusive owner of ALL THAT the pieces and parcels of land containing by estimation 5 Kathas (be the same a little more or less) appertaining to and forming part of R.S. Plot no. 679 corresponding to L.R. Plot no. 1202, recorded in R.S. Khatian no. 35/3 corresponding to L.R. Khatian no. 1508, within Mouza Baramohan Singh, J.L. No. 71, Pargana Patharghata, under B.L.&L.R.O. office Matigara at Shiv Mandir, P.S. Matigara, Dist: Darjeeling for the consideration and on the terms and conditions contained and recorded in the said indenture registered at the Office of the A.D.S.R. Siliguri - II at Bagdogra, District Darjeeling, and recorded in Book No. I, CD Volume no. 11, pages from 834 to 847 being document no.5226 for the year 2013 free from all encumbrances and charges whatsoever.

G) UNITY COMMOSALES PVT. LTD., a partner in the Sellers' firm and that M/S. UNITY BUILDERS by virtue of a Deed of Conveyance executed by and between UNITY COMMOSALES PVT. LTD., a private limited Company, incorporated under the Companies Act, 1956, having its registered office at 14, Weston Street, Kolkata - 12 therein referred to as the Purchaser of the One Part and Smt Sakuntala Singha, wife of Sri Purnadeb Singha, resident of Baramohan Singh Jote, P.O. Kadamtala, P.S. Matigara, Dist: Darjeeling, therein referred to as the Vendor of the Other Part became the sole, absolute and exclusive owner of ALL THAT the pieces and parcels of land containing by estimation 0.29 acres (be the same a little more or less) appertaining to and forming part of R.S. Plot no. 679 corresponding to (i) L.R. Plot no. 1200 an area of land measuring 0.13 acres and (ii) L.R. Plot no. 1202 an area of land measuring 0.16 acres, recorded in R.S. Khatian no. 35/3 corresponding to L.R. Khatian no. 1508, within Mouza Baramohan Singh, J.L. No. 71, Pargana Patharghata, under B.L.&L.R.O. office Matigara at Shiv Mandir, P.S. Matigara, Dist: Darjeeling for the consideration and on the terms and conditions contained and recorded in the said indenture registered at the Office of the A.D.S.R. Siliguri - II at Bagdogra, District Darjeeling, and recorded in Book No. I, CD Volume no. 17, pages from 1918 to 1929 being document no.5947 for the year 2014 free from all encumbrances and charges whatsoever.

- H) Whereas UNITY COMMOSALES PVT. LTD., one of the partners' in the Seller Firm thereafter got the aforesaid land recorded in the Record of Rights (ROR) with the B.L. & L.R.O'S Office Matigara at Shiv Mandir, and the authorized officer under West Bengal Land Reforms Act. 1955 after verification of their documents and being satisfied duly recorded the name of UNITY COMMOSALES PVT. LTD. in L.R. Khatian No. 10026 in respect of the land measuring 1.79 acre of Mouza - Bara Mohan Singha, J.L. No. 71 in the District of Darjeeling,
- I) Whereas UNITY COMMOSALES PVT. LTD., one of the partners' in the Seller Firm thereafter got the aforesaid land Converted in terms of rule 164 of WBL&LR manual 1991 where in an enquiry had been made under 5A of WBL&LR rules 1965. In accordance with the enquiry and report, conversion under Section 4C of WBL&LR Act 1955 is granted in respect of schedule of land mentioned above from RUPNI to HOUSING COMPLEX Vide Order No-199/DL&LRO/DJ/15 Dated -22/09/2015 from the District Land & Land Reforms Office , Darjeeling.
- J) Whereas UNITY COMMOSALES PVT. LTD has constituted himself as partner by becoming partners in a Partnership Firm "UNITY BUILDERS " seller of this present and has transferred the aforesaid land in favor of the partnership Firm UNITY BUILDERS being his capital contribution and the partners shall be Deemed to carry on the business in partnership on and from 01<sup>st</sup> Day of October, 2014 in terms of Deed of Partnership dated 01<sup>st</sup> Day of October, 2014. That UNITY COMMOSALES PVT. LTD also as the Confirming Party of these presents confirms to the aforesaid fact of having transferred the aforesaid land in favor of the Partnership Firm UNITY BUILDERS being his capital contribution in the Seller's Firm.
- K) Whereas the aforesaid land belongs to the Sellers and the same stands in the name of aforesaid UNITY COMMOSALES PVT. LTD (Confirming Party of These Present) for and on behalf of the Seller Firm which is the absolute owner in possession of ALL THAT the pieces and parcels of land containing by estimation 1.79 acres (be the same a little more or less) appertaining to and forming part of R.S. Plot no. 679 corresponding to (i) L.R. Plot no. 1200 an area of land measuring 0.38 acres and (ii) L.R. Plot no. 1202 an area of land measuring 1.41 acres, recorded in R.S. Khatian no. 35/3 corresponding to L.R. Khatian no. 10026, within Mouza Baramohan Singh, J.L. No. 71, Pargana Patharghata, under B.L.&L.R.O. office Matigara at Shiv Mandir, P.S. Matigara, Dist: Darjeeling under Atharakhai Gram Panchayat (more fully and particularly mentioned and described in the "**FIRST SCHEDULE**" hereunder written and hereinafter referred to as the "**SAID PROPERTY**") and having permanent, heritable and transferable right, title and interest therein free from all encumbrances and charges whatsoever.
- L) The Seller through their aforesaid partner UNITY COMMOSALES PVT. LTD. got approved/sanctioned a map or plan by the concerned authorities for undertaking construction of a Residential Complex which is to comprise of 4 (Four) Blocks consisting of PATANG , TARANG, UMANG & MALANG Blocks (hereinafter referred to as the "**SAID COMPLEX**") with the

building/Blocks having several self contained flat units apartments constructed spaces Domestic Store Rooms and car parking spaces to be ultimately held by various persons on ownership basis.

M) The said Housing Complex is to comprise of 4 (Four) Building/Blocks which are to be known as PATANG , TARANG, UMANG & MALANG.

N) For the purpose of sale and transfer of the various flat units apartments constructed spaces Domestic Store Rooms and car parking spaces being constructed on the Ground Floor + 5 (Five) storied Residential Complex comprising of 4 (Four) Building/Blocks to be known as **PATANG , TARANG, UMANG & MALANG**, and shown, delineated and marked in the Building Plan as sanctioned by the authorities concerned, **The Executive Officer, Matigara Panchayat Samity, Vide Order No.242 / Athrakhai dated 04/11/2016 (hereinafter referred to as the PLAN) sanctioned on 04/11/2016 \_\_\_ having self contained Apartment in the said Residential** Housing Complex, the Seller has formulated the following scheme:

- i) The Seller from time to time will enter into agreements for sale for transfer of various flat units apartments constructed spaces Domestic Store Rooms and car parking spaces forming part of the building consisting of four Blocks in the said Complex for the consideration and on the terms and conditions to be agreed upon.
- ii) That several general common elements are to remain common for all in the new building and certain limited common elements are to remain for use and enjoyment of a particular Block.
- iii) That the right of each intending Buyer will remain restricted to a particular flat, including car parking, if any, intended to be acquired by such intending Buyer and the intending Buyer shall have no right over and / or in respect of the other open areas and/or spaces forming part of the said Complex.
- iv) The Seller shall be entitled to acquire other lands contiguous and/or adjacent to the said property either by way of transfer and/or development agreement/joint venture and shall be entitled to provide all amenities and/or facilities existent in the said Complex to the new building and/or buildings to be constructed erected and completed on the adjacent and/or contiguous lands.
- v) That as regards payment of Maintenance charges, the Buyer shall not have a right to raise any claim against payment of Maintenance Charge payable by the Buyer for such maintenance of the said facilities / amenities from the date of completion certificate issued by the competent authorities or the date of allotment whichever is earlier.
- vi) That the various flats units apartments constructed spaces Domestic Store Rooms of the said Complex shall be used for residential purposes only and for no other purpose whatsoever without the consent of the Seller, in writing.

- O) The Buyer is desirous of acquiring on ownership basis ALL THAT the Flat/Unit No. .... on the ..... floor of the BLOCK named as ..... TOGETHER WITH the undivided proportionate share in the land underneath the said Building/Block AND TOGETHER WITH the undivided proportionate share in all common parts portions areas facilities and amenities TOGETHER WITH ..... **parking space** if any Domestic Store Rooms if any appurtenant thereto, to be marked and allotted to the Buyer by the Seller of these presents AND TOGETHER WITH the undivided proportionate share in all common parts portions areas facilities and amenities AND TOGETHER WITH the undivided proportionate share in the land comprised in the said Premises attributable thereto (more fully and particularly mentioned and described in the SECOND SCHEDULE hereunder written and hereinafter referred to as the said FLAT/UNIT AND THE PROPERTIES APPURTENANT THERETO) which the Seller has agreed to sell and transfer for the consideration and subject to the terms and conditions hereinafter appearing
- P) The parties are desirous of recording the same, in writing

**NOW THIS AGREEMENT WITNESSETH AND IT IS AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:**

ARTICLE I - DEFINITIONS

In these presents unless there is anything in the subject or context inconsistent with the following expression shall have the meaning assigned against them.

- 1.1** ARCHITECT shall mean **GREEN HILLS CONSULTANTS**, having its office at Church Road, P.O. & P.S. Siliguri, Dist: Darjeeling, or any other firm of architects appointed by the Seller.
- 1.2** BUILDING shall mean that all such building/buildings and/or other structures including common roof to be constructed at the said premises in accordance with the plan to be sanctioned by the authorities concerned with such variations as may be permitted.
- 1.3** BUYER/BUYER shall mean the said Mr..... and shall include his/her/their heirs legal representatives executors administrators and assigns
- 1.4** CAR PARKING SPACES shall mean the right to park car(s), if any, being open to sky/ covered Car Parking Spaces/ Stack Car Parking Spaces lying at the ground floor of the Building situated at the said Premises as and if acquired by the Buyer.
- 1.5** COMMON PURPOSE shall mean and include the purpose of maintaining the said premises and the said building and in particular the common parts and meeting of the common expenses and matters relating to mutual rights and obligations of the owners of various Flats and common use and enjoyment thereof.
- 1.6** COMMON EXPENSES/THE MAINTENANCE EXPENSES shall mean the proportionate share of common expenses to be paid borne and contributed by

the intending Buyers for rendition of common services briefly described and without limitation in the Seventh SCHEDULE hereunder written.

- 1.7 COMMON PARTS, PORTIONS shall mean and include lobbies, staircases, passageways, Lifts, Lift-shafts, pump rooms, machine room, water tank, and other facilities whatsoever required for maintenance and/or management of the building to be determined by the Seller in its absolute discretion at the time of making over of the possession of the said Flat/Unit.
- 1.8 COMMON FACILITIES shall mean the facilities which shall remain common for all the owners and/or occupiers of the said new building for beneficial use and enjoyment of their respective Flat/Units.
- 1.9 GENERAL COMMON ELEMENTS shall mean and include the various parts and portions and/or facilities which are to remain common for the new building (more fully and particularly mentioned and described in PART I of THIRD SCHEDULE hereunder written)
- 1.10 HOUSE RULES/USER shall mean the rules and regulations regarding the user/holding of the said Flat/Unit as hereinafter stated.
- 1.11 LIMITED COMMON ELEMENTS shall mean and include the various parts and portions of a new building for use and enjoyment of a particular block and/or Towers (more fully and particularly mentioned and described in PART II of the THIRD SCHEDULE hereunder written).
- 1.12 PREMISES shall mean ALL THAT the pieces and parcels of land containing by estimation 1.79 acres (be the same a little more or less) appertaining to and forming part of R.S. Plot no. 679 corresponding to (i) L.R. Plot no. 1200 an area of land measuring 0.38 acres and (ii) L.R. Plot no. 1202 an area of land measuring 1.41 acres, recorded in R.S. Khatian no. 35/3 corresponding to L.R. Khatian no. 10026, within Mouza Baramohan Singh, J.L. No. 71, Pargana Patharghata, under B.L.&L.R.O. office Matigara at Shiv Mandir, P.S. Matigara, Dist: Darjeeling under Atharakhai Gram Panchayat (more fully and particularly mentioned and described in the FIRST SCHEDULE hereunder written)
- 1.13 PLAN shall mean the Building plan sanctioned by the authorities concerned, The Executive Officer, Matigara Panchayat Samity, Vide Order No.242 / Athrakhai dated 04/11/2016 (hereinafter referred to as the PLAN) sanctioned on 04/11/2016 and shall include such modification or variation or alteration or revision as may be made by the Seller from time to time with prior sanction from the authorities concerned.
- 1.14 SERVICE INSTALLATIONS shall mean sewers, drains, channels, pipes, water courses, gutters, main wires cables, conduits, tanks, and soak ways and any other apparatus for the supply of water electricity or telephone or for the disposal of foul or surface water.



- 1.15** MAINTENANCE DEPOSIT - At or before entering into this agreement it has been expressly communicated to the Buyer that the said Building is to be kept and retained as a decent residential building in Siliguri and as such to avoid any controversy in future and also for ensuring that proper maintenance and up-keep of the said Building continues it has been agreed that the Buyer shall keep in deposit a sum not to exceed Rs 25,000/- (Rupees Twenty Five Thousand only) as may be agreed or determined by the Seller in its absolute discretion towards Maintenance Deposit which shall be held free of interest by the Seller and upon the formation of the Society/ Association/ Holding Organization/Syndicate (HOLDING ORGANIZATION) make over to the Holding Organization which shall be entitled to invest the same in such securities and in such manner as the Holding Organization may think fit and apply the income for the purpose of meeting the expenses which may be necessary or required for the purpose of repairs maintenance security and upkeep of the building and such deposit towards such maintenance deposit shall not absolve the Buyer of his/her/its obligation for the payment or contribution for periodical maintenance and other charges. In case of non-payment of periodical maintenance, the Seller shall be entitled to in its complete discretion to adjust the same along with interest from the Maintenance Deposit before making over to the Holding Organization.
- 1.16** THE SAID FLAT/UNIT AND THE PROPERTIES APPURTENANT THERETO shall mean all that the said Flat/Unit No ..... on the .....floor of the BLOCK named as ..... containing by admeasurement .....Sq.ft. and ..... Sq.ft. (be the same a little more or less) (Super Built-up Area and Carpet Area respectively) TOGETHER WITH ..... **parking space**/ Stack Car Parking Spaces if any, to be marked and allotted to the Buyer by the Seller of these presents AND TOGETHER WITH the undivided proportionate share in the land comprised in the said Premises attributable thereto AND TOGETHER WITH the undivided proportionate share in all common parts portions areas and facilities and/or amenities (more fully and particularly mentioned and described in the SECOND SCHEDULE hereunder written ).
- 1.17** UNDIVIDED SHARE shall mean all that the undivided impartible indivisible share or interest in the land forming part of the said premises appurtenant to the particular building /Block in which the said Flat/Unit is situated as may be determined by the Seller from time to time.
- 1.18** SUPER BUILT UP AREA shall mean the area equivalent to the total area of the Unit / Flat including proportionate area of the lift, passage, lobby, staircase, etc of the floor in which the designated flat is located along with thickness of the internal and external walls and columns and also including 15% lump sum super built up for other common areas.
- 1.19** CARPET AREA means the net usable floor area of an immovable property, excluding the area covered by the walls and excluding the common areas.

## ARTICLE II - INTERPRETATIONS

- 2.1 In this Agreement (save to the extent that the context otherwise so requires): -
- i) Any reference to any act of Parliament or State Legislation whether general or specific shall include any modification, extension or re-enactment of it for the

time being in force and all instruments, orders, plans, regulations, bye-laws permissions or directions any time issued under it.

- ii) Reference to any agreement contract deed or documents 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 notated.
- iii) An obligation of the Buyer in this Agreement to do something shall include an obligation to ensure that the same shall be done and obligation on its part not to do something shall include an obligation not to permit, suffer or allow the same to be done.
- iv) Words denoting Masculine gender shall include feminine and neutral genders as well.
- v) Words denoting singular number shall include the plural and vice versa.
- vi) A reference to a statutory provision includes a reference to any modification, consideration or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.
- vii) Any reference to this agreement or any of the provisions thereof includes all amendments and modification made in this Agreement from time to time in force.
- viii) The headings in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement.
- ix) The Schedules shall have effect and be construed as an integral part of this agreement.

### ARTICLE III - DISCLAIMER AND DISCLOSURE- ACKNOWLEDGEMENT BY THE BUYER

3.1 At or before execution of this Agreement the Buyer has fully satisfied himself/herself as to :

- i) The title of the Seller in respect of the said Premises
- ii) The right of the Seller to enter into this Agreement
- iii) Has inspected the Plan duly sanctioned
- iv) Is fully satisfied as to the total super built up area forming part of the said Flat/Unit
- v) The common parts portions areas and facilities comprised in the said Premises and/or complex
- vi) Acknowledges that the right of the Buyer shall remain restricted to the said Flat/Unit and that the Buyer shall have no right over and in respect of the other parts and portions of the said building and/or Housing Complex.

### ARTICLE IV - SALE AND TRANSFER

4.1 Subject to the terms and conditions herein contained the Seller has agreed to sell and transfer and the Buyer has agreed to purchase and acquire on ownership basis **FIRSTLY ALL THAT** the said Flat/Unit No ..... on the ..... floor of the Block named : ..... containing by admeasurement .....Sq.ft. and ..... Sq.ft. (be the same a little more or less) (Super Built-up Area and Carpet Area respectively) **AND SECONDLY ALL THAT one** covered car parking space / Stack Car Parking Spaces, if any, appurtenant thereto which is to be marked and allotted to the Buyer by the Seller of these presents **AND THIRDLY ALL THAT** the undivided proportionate share common parts portions areas and facilities **AND FOURTHLY ALL THAT** the undivided proportionate share in the land underneath the said Building/Block (more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written and hereinafter referred to as the said **FLAT/UNIT AND THE PROPERTIES APPURTENANT THERETO**) for the consideration and subject to the terms and conditions hereinafter appearing.

#### **4.2 PARKING SPACES**

- 4.2.1 Car parking facility comprises of open to sky/ covered car parking /Stack Car Parking Spaces which shall be provided in the Complex at the Ground floor. Parking spaces will be allotted as per the scheme of the Seller.
- 4.2.2 Earmarking of specific parking space will be done at the time of giving possession of the Flat/Unit. Each allotted parking space will entitle the Allottee(s) the right to park only one Vehicle. In case of transfer of Flat/Unit, the right to use the parking space shall be automatically transferred along with the Flat/Unit. The right to use the parking space under no circumstances is separately transferable. This right to use parking space(s) shall not confer upon the Allottee(s) any right of ownership of the space on which such parking facility is provided. Un-allotted parking spaces, if any, shall continue to remain the property and in possession of the Seller. It shall be the discretion of Seller to allot/use the un-allotted parking spaces as it may decide, at its sole discretion.

#### ARTICLE V - CONSIDERATION/PAYMENT

- 5.1 In consideration of the aforesaid the Buyer has agreed to make payment of an aggregate sum of **Rs. ..../- (.....)** (hereinafter called the **CONSIDERATION AMOUNT** which amount includes the cost of construction of the said Flat, common parts and facilities and also includes 12% GST).
- 5.2 The said consideration amount to be paid in respect of the said Flat shall be paid in the manner provided for in the **FOURTH SCHEDULE** hereunder written.
- 5.3 The entirety of the consideration amount will be paid to the Seller and all amounts paid to the Seller shall be a complete discharge of the obligation of the Buyer to make payment under this agreement and/or in respect of the said Flat.
- 5.4 In addition to the aforesaid consideration the Buyer has also agreed to pay to the Seller charges if any in respect of:
- i) Charges for providing any additional work in and/or relating to the said Flat at the request of the Buyer and for providing any additional

- facilities or utility for the said Flat shall be paid borne and discharged by the Buyer.
- ii) All betterment fees taxes and other levies charges imposed by the Government or any other authority relating to the said Premises and/or the said Flat shall be paid and borne by the Buyer proportionate to his/her/ its interest therein.
- 5.5 Time for payment shall always remain as the essence of the contract. In the event of any default on the part of the Buyer in making payment of any of the amounts agreed to be paid in terms of this Agreement the Seller shall be entitled to claim interest at the rate of 18% per annum on the amount remaining outstanding subject to what is hereinafter appearing.
- 5.6 In the event of any default on the part of the Buyer in making payment of any of the amounts in terms of this Agreement and if such default shall continue for a period of Sixty days from the same becoming due the Seller shall be entitled to and are hereby authorized to determine and/or rescind this Agreement and forfeit a sum equivalent to ten percent of the consideration amount as and by way of predetermined liquidated damages and the Buyer hereby consents to the same and refund the balance upon the Seller entering into an agreement for sale with another person in respect of the said Flat. Upon such termination the Buyer shall cease to have any right or claim under this Agreement and/or in respect of the said Flat and the Seller shall be entitled to enter into agreements for sale and transfer with any other person or persons without any claim on the part of the Buyer and the Buyer hereby consents to the same. Any amount, which is refundable to the Buyer, by the Seller, on account of cancellation of the Agreement, shall be refundable after the unit/flat is allotted to some other intending Buyer, on completion of necessary formalities and on receipt of respective payments from intending Buyer.
- 5.7 The Buyer agrees and covenants not to claim any right or possession over and in respect of the said Flat till such time the Buyer has made and/or deposited all the amounts herein agreed to be paid or deposited by the Buyer.
- 5.8 It is hereby agreed and declared that the Buyer has agreed and committed himself/herself/itself to make payment of the amounts payable in terms or these presents and it shall not be obligatory or necessary on the part of the Seller to serve any notice or demand on the Buyer.
- 5.9 In the event of the Seller providing any additional materials facilities or gadgets over and above what has been agreed upon for the benefit of the residents of the said building and/or Housing Complex the Buyer shall be liable to make payment of the proportionate share in respect thereof and the same shall form part of the common portions. However, whether such additional facilities or amenities are to be provided for will be entirety at the sole discretion of the Seller and the Buyer hereby consents to the same.
- 5.10 The Buyer shall be liable to pay interest on the amount due @ 18% per annum from the date on which the amount falls due, to the date of payment, both days inclusive. All payments received will be first applied towards applicable interest and other dues, if any, and thereafter towards the installments.

#### ARTICLE VI - CONSTRUCTION AND COMPLETION

- 6.1 The Seller shall construct erect and complete the said building and/or the said Flat/Flats with such materials and/or specifications as (more fully and particularly mentioned and described in the SIXTH SCHEDULE hereunder

- written) or as shall be recommended by the Architect and the Buyer has agreed not to raise any objection whatsoever or howsoever.
- 6.2 The said Flat shall be constructed erected and completed in accordance with the said Plan duly sanctioned by the authorities concerned with such modifications or alterations or revisions as may be deemed fit and proper by the Seller or the Architect or as may be required by the authorities concerned and the Buyer hereby consents to the same and hereby further agrees not to have or raise any objection in the Seller and/or the Architect making such alterations or additions.
- 6.3 The Buyer shall not do any act deed or thing whereby the construction or development of the said premises is in any way hindered or impeded with nor shall in any way commit breach of any of the terms and conditions herein contained.
- 6.4 During the period of construction the said Flat shall be at the sole risk of the Seller.
- 6.5 Unless prevented by circumstances beyond the control of the Seller the said Building would be completed ..... with an further grace period of 6 (six) months (hereinafter referred to as the COMPLETION DATE) from the date of execution of this Agreement and for the delayed period the Seller has agreed to pay interest at the rate of 6% (six percent) per annum to be calculated on day to day basis on the amounts paid by the Buyer PROVIDED HOWEVER there is no breach of any of the terms and conditions herein contained and on the part of the Buyer to be performed and observed.
- 6.6 **Before the date of possession of the said Flat the Buyer agrees and covenants:-**
- a) To pay to the Seller such amounts due and payable on account of the consideration as mentioned in Fourth Schedule hereto and the proportionate costs of all payments made for extra common facilities to be provided to all occupiers of the said Building.
- b) To deposit amounts free of interest with the Seller for the purpose and subject to the conditions mentioned in the Fifth Schedule hereunder written.
- 6.7 Immediately after the said Flat is ready and made fit for habitation (and in this regard the decision of the Architect shall be final and binding) the Seller shall serve a notice on the Buyer and within 07 days from the date of such notice (hereinafter referred to as the POSSESSION DATE) the Buyer shall be deemed to have taken over possession of the said Flat for the purpose of making payment of the common expenses and maintenance charges PROVIDED HOWEVER in no event the Buyer shall be entitled to claim physical possession of the said Flat until such time the Buyer has made full payment and/or deposited all the amounts payable by the Buyer to the Seller and the Seller shall not be liable to deliver possession of the said Flat until such time the Buyer has made full payment of the amounts agreed to be paid by the Buyer in terms of this Agreement.
- 6.8 From the Date of Possession the Buyer shall be liable to and agrees to pay and contribute the proportionate share of Municipal Corporation taxes, multi-storied taxes and other taxes, maintenance and service charges and all other outgoings payable presently or which may be imposed or levied in future in

respect of the said Flat and proportionately for the whole building and premises regularly and punctually whether actual physical possession of the said Flat is taken or not by the Buyer.

- 6.9 In no event the Buyer shall be entitled to have any claim against the Seller if the said New Building and the said Flat are not completed within the completion date, if the Seller is prevented from any circumstances beyond the control of the Seller and the certificate of the Architect in this regard shall be final and conclusive and binding on the parties.

#### ARTICLE VII - Conditions Precedent

- 7.1 Satisfaction of Buyer: The Buyer confirms, accepts assured the seller that the Buyer is acquainted with, fully aware of and is thoroughly satisfied about title of the seller, the plans, all the background papers and the right of the seller to enter into this agreement and shall not raise any objection with regard thereto.
- 7.2 Financial and other capacity of Buyer: The Buyer confirms and assured the seller that the Buyer has the financial and other resources to meet and comply with all financial and other obligations under this Agreement punctually.
- 7.3 Measurement: As regards Super Built up area of the said flat, the Seller and the Buyer has mutually agreed and the Buyer will not be entitled to raise any objection at any time or under any circumstances.
- 7.4 Rights Confined to said Flat and Appurtenances : The Buyer confirm, accept and assured the Seller that notwithstanding any thing contained in this Agreement, it is clearly understood by the Buyer that the right title and interest of the Buyer is confined only to the said flat and appurtenances as more fully described in the SECOND SCHEDULE hereunder written and undertakes not to claim any right, title and interest, in any manner whatsoever, over and in respect of other areas, amenities and spaces and the seller is entitled to deal with and dispose of all other portions of the said Premises and the said complex to third parties at the sole discretion of the Seller to which the Buyer under no circumstances shall be entitled to raise any objection.

#### ARTICLE VIII - HOUSE RULES/USER AND OTHER OBLIGATIONS

- 8.1 Upon full payment of all the amounts the Buyer shall be put in possession of the said Flat.
- 8.2 As from the date of possession of the said Flat the Buyer agrees and covenants -
- (a) To co-operate with the other co-Buyers and the Seller in the management and maintenance of the said New Building and/or said Complex.
  - (b) To observe the rules framed from time to time by the Seller and upon the formation of the Holding Organization by such Holding Organization.
  - (c) To use the said Flat for residential purposes and not for other purposes whatsoever without the consent in writing of the Seller.
  - (d) To allow the Seller with or without workmen to enter into the said Flat for the purpose of maintenance and repairs but only with 48 hours prior notice in writing to the Buyer.
  - (e) To pay and bear the common expenses and other outgoings and expenses since the date of possession and also the rates

and taxes for the said Flat and proportionately for the new building and/or common parts/areas and wholly for the said Flat and/or to make deposits on account thereof in the manner mentioned hereunder to the Seller and upon the formation of the Holding Association to such Holding Organization. Such amount shall be deemed to be due and payable on and from the date of possession whether physical possession of the said Flat has been taken or not by the Buyer. The said amounts shall be paid by the Buyer without raising any objection thereto regularly and punctually within 7 days to the Seller and upon formation of the Holding Organization to such Holding Organization.

- (f) To deposit the amounts reasonably required with the Seller and upon the formation of the Holding Organization with such Holding Organization towards the liability for rates and taxes and other outgoings.
- (g) To pay charges for electricity in or relation to the said Flat wholly and proportionately relating to the common parts.
- (h) Not to subdivide the said Flat and/or the parking Space, if allotted or any portion thereof.
- (i) Not to do anything or prevent the Seller from making further or additional legal constructions within 8 A.M. to 6 P.M. within any working day notwithstanding any temporary disruption in the Buyer's enjoyment of the said Flat.
- (j) To maintain or remain responsible for the structural stability of the said Flat and not to do anything which has the effect of affecting the structural stability of the building.
- (k) Not to do or cause anything to be done in or around the said Flat which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said Flat or adjacent to the said Flat or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- (l) Not to damage demolish or cause to be damaged or demolished the said Flat or any part thereof or the fittings and fixtures affixed thereto.
- (m) Not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside color scheme of the exposed walls of the Verandahs lounge or any external walls or the fences of external doors and windows including grills of the said Flat which in the opinion of the Seller differs from the color Scheme of the building or deviation or which in the opinion of the Seller may affect the elevation in respect of the exterior walls of the said building.
- (n) Not to install grills the design of which have not been suggested and approved by the Architect.
- (o) Not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Flat or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.

- (p) Not to make in the said Flat any structural addition and/or alterations such as beams columns partition walls etc or improvements of a permanent nature except with the prior approval in writing of the Seller and with the sanction of the authorities concerned as and when required.
- (q) Not to use the said Flat or permit the same to be used for any purposes whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to co-Buyers/occupiers of the other portions of the said building or buildings to the owners and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Guest House, Club House, Nursing Home, amusement or Entertainment Centre, Eating or Catering Place, Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever.
- (r) Similarly shall not keep in the parking place anything other than private motor car or motor cycle and shall not raise or put up any kutchra or pucca constructions grided wall or enclosure thereon or part thereof and shall keep it always open as before. Dwelling or staying of any person or blocking by putting any articles shall not be permitted.
- (s) Not to use or permit to be used the allocated car parking space for any other purpose whatsoever other than parking of its own car/cars.
- (t) Not to park car on the pathway or open spaces of the building at any other place except the space allotted to him/ her/ its and shall use the pathways as would be decided by the Seller.
- (u) Not to change or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders.
- (v) That the Buyer shall not be entitled to fix any window Air Conditioner in the said flat. The Buyers are entitled to fix only split Air Conditioners in premises without damaging the outer wall of the buildings. All equipments and machines of the Air Conditioners required to be fixed on outside wall must be erected only with prior written approval endorsing the location and plan with the Buyer or Holding Organization.
- (w) To abide by such building rules and regulations as may be made applicable by the Seller before the formation of the Holding Organization and after the Holding Organization is incorporated to comply with and/or adhere to the building rules and regulations of such holding organization.

#### **HOUSE RULES:**

- (1) The lobbies, entrances and stairways of the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Flat/Unit in the Building.
- (2) Children shall not play in the stairways or elevators and shall not be permitted in the service elevators of the Building.



- (3) No Buyer/Occupier shall make or permit any disturbing noises in the Building or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers. No Occupier shall play upon or suffer to be played upon musical instrument or permit to be operated a phonograph or radio or television loud speaker in the Flat if the same shall disturb or annoy other occupants of the building. No Buyer/Occupier shall give vocal or instrumental instruction at any time in order to reduce sound emanating from an apartment.
- (4) Each Owner shall keep such flat in a good state of preservation and cleanliness and shall not throw or permit to be thrown there from or from the doors, windows, terraces, balconies thereof any dirt or other substances.
- (5) No article shall be allowed to be placed in the staircase landings or shall anything be hung or shaken from the floor, windows, terraces or balconies or place upon the window sills of the Building. No fences or partitions shall be placed or affixed to any terrace without the prior approval of the Seller.
- (6) No shades awnings, window guards, ventilators or air conditioning devices shall be used in or about the Building excepting such as shall have been approved by the Seller.
- (7) No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the building except such as shall have been approved by the Seller nor shall anything be projected out of any window of the Building without similar approval.
- (8) Water-closets and other water apparatus in the Building shall be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of water-closets or apparatus shall be paid for by the Flat-owner in whose flat it shall have been caused.
- (9) No bird or animal shall be kept or harboured in the common areas of the Building. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Building unless accompanied.
- (10) No radio or television aerial shall be attached to or hung from the exterior of the building.
- (11) Garbage and refuse from the flats apartments shall be deposited in such place only in the Building and at such time and in such manner as the superintendent of the Building may direct.
- (12) No vehicle belonging to a Buyer or to a member of the family or guest, sub-tenant or employee of a lessee shall be parked in the open space or in such manner as to impede or prevent ready access to the entrance of the Building by another vehicle.
- (13) These house rules may be added to, amended or repealed at any time by the Seller and after formation by the Society/ Association.

- 8.3 The Seller would be responsible for the selection of Facility Manager and oversee the formation of the Holding Organization. Until the formation of such Holding Organization, the Seller shall manage and maintain the said building and the common portions thereof. The Seller shall be responsible for Management and Maintenance of the Complex until the formation of the Holding Organization or for a period of 3 years from the Date of Possession, whichever is earlier at the sole discretion of the Seller. The Buyer / Holding Organization shall raise no objection towards the same and shall pay all maintenance dues arising from time to time during this period.
- 8.4 The Buyer agrees that:
- (a) The Buyer shall pay regularly and punctually within 7<sup>th</sup> day of every month and month by month the maintenance charges as described in the SEVENTH SCHEDULE hereunder written at such rate as may be decided, determined and apportioned by the Seller to be payable from the date of possession to the Seller and upon formation and transfer of management of the building to the Holding Organization such payments are required to be made without any abatement or demand. Unsold Flat(s) will not be considered/ liable for maintenance charges.
  - (b) The proportionate rate payable by the Buyer for the common expenses shall be decided by the Seller from time to time and the Buyer shall be liable to pay all such expenses wholly if it relates to the Buyer's Flat only and proportionately for the building as a whole. The statement of account of the apportionment of the charges as prepared by the Seller shall be conclusive and final. The Buyer shall not be entitled to dispute or question the same provided that the billing is reasonable. In the event of the transfer of the management and administration of the said building to the Holding Organization in terms of these presents the employees of the Seller such as watchmen, security staff, liftmen etc. shall be employed and/or absorbed in the employment of such Holding Organization with continuity of service and on the same terms and conditions of employment with the Seller and the Buyer shall not be entitled to raise any objection thereto and hereby consents to the same.
  - (c) After the formation of the Holding Organization the Buyer shall pay such amounts for the aforesaid purpose as may be fixed and determined by the Holding Organization.
  - (d) So long as each Flat in the said Premises shall not be separately mutated and separated the Buyer shall pay the proportionate share of all rates and taxes assessed on the whole premises including the charges for loss of electricity while in transmission to the Seller from the date of possession. Such proportion is to be determined by the Seller on the basis of the area of such Flat in the said Building.
  - (e) If the Buyer fails to pay the aforesaid expenses or part thereof within time as aforesaid the Buyer shall be liable to pay interest at the rate of 1.5% per month and further that if any interest remains unpaid for sixty days, the Seller or upon formation of Holding Organization such Holding Organization shall be at liberty to disconnect and/or suspend all common services attached to the Buyer's flat/Flat such as water supply, electricity connection, use of lifts,

central antenna, etc. till such dues with interest are paid and shall also be liable to pay the common expenses for such suspension period as well as reconnection charges.

- (f) To remain liable to pay and contribute the amount payable by the Buyer as and when becoming payable irrespective of whether the Buyer is in occupation or not.

#### ARTICLE IX- HOLDING ORGANIZATION

- 9.1 Immediately after the completion of the said Housing Complex and sale of at least 90% of the total saleable area and the possession is made over to the flat owners in the said building and/or Housing Complex the Seller may appoint a Facility Manager or shall form or cause to be formed an Association or a Society or Syndicate of the flat owners in the said building (hereinafter called the HOLDING ORGANIZATION) with such rules and regulations as shall be determined by the Advocates and Solicitors of the Seller.
- 9.2 The Buyer shall become a member of the Holding Organization and hereby agrees to abide by the rules and regulations which shall be framed by the said Holding Organization for the benefit of all the members of the said Holding Organization.
- 9.3 The Buyer shall be liable and agrees to abide by such further house rules as may be made applicable by the said Holding Organization.
- 9.4 As and when the said Holding Organization is formed, the Buyer shall become a member of such Holding Organization and without becoming a member of such Holding Organization shall not be entitled to avail of the various facilities and/or utilities at the said premises.
- 9.5 In the event of a Facility Manager being appointed such Facility Manager shall be entitled to a remuneration negotiated by Seller or his authorized person.

#### ARTICLE X - DOCUMENTATION AND PROFESSIONAL CHARGES

- 10.1 The Stamp Duty, registration charges, **Legal Charges** and incidental expenses for and/or in relation to execution and registration of the Deed of Conveyance in respect of the said Flat and for obtaining approval and consents necessary for such transfer and also any other assurances deeds required to be made for or in relation thereto shall be borne and paid by the Buyer.
- 10.2 In case Seller fails and/or neglect to execute and register necessary Deed of Conveyance in favor of the Buyers or its nominee/s then the Buyer will be entitled to specific performance and other reliefs subject to payment of entire consideration money.

#### ARTICLE XI - TERMINATION

- 11.1 This Agreement shall stand terminated in the event of any default being committed by the Buyer and upon such termination the Seller shall be entitled to forfeit an amount equivalent to 10% of the consideration amount agreed to be paid by the Buyer and refund the balance amount such refund to take place

only after the Seller has entered into an agreement for sale and transfer of the said Flat with any other person and/or persons.

#### ARTICLE XII- FORCE MAJEURE

12.1 The Seller shall not be regarded in breach of any of the terms and conditions herein contained and on the part of the Seller to be performed and observed if it is prevented by any of the conditions herein below: -

- i) Fire.
- ii) Natural calamity.
- iii) Tempest.
- iv) Abnormal increase in the price of building materials.
- v) Labor unrest.
- vi) Local problem and/or local disturbance.
- vii) Any prohibitory order from the court, S.J.D.A., Atharakhai Gram Panchayat, Block office Matigara, Matigara Panchayat Samiti, Siliguri Mahakuma Parishad, Block Land & Land Reforms Office and or other authorities.
- viii) Any other unavoidable circumstances beyond control of the Seller.
- ix) Acts of God.
- x) Delay in grant of electricity, water, sewerage and drainage connection or any other permission or sanction by the Government or any statutory authority.

#### ARTICLE XIII - MISCELLANEOUS

- 13.1 Prior to the execution & registration of the Deed of Conveyance/Sale Deed in respect of the Flat/Unit, inclusion of the spouse or child of the Buyer as new Joint Allotee or change of Joint Allotee is permissible, however, Seller at its sole discretion shall decide the charges to be paid for the aforesaid change of Joint Allotees.
- 13.2 It will be the Seller's endeavor to execute and register the Deed of Conveyance/Sale Deed of the Flat/Unit within the Complex. The Deed of Conveyance/Sale Deed will be drafted by the Solicitors/Advocates of the Seller and shall be in such form and contain such particulars as shall be approved by the Seller. No request for any changes, whatsoever nature, in the Deed of Conveyance/Sale Deed will be entertained.
- 13.3 In case, Buyer fails or neglects to get the Deed of Conveyance/Sale Deed registered within the date notified, physical possession of the Flat/Unit to the Buyer may be withheld by the Seller and penalty if any payable under relevant laws for delay in completion of the registration of Deed of Conveyance/Sale Deed will be payable by the Buyer till the registration of the Deed of Conveyance/Sale Deed is completed. Seller shall have the right to cancel the allotment in case the Buyer fails to have the Deed of Conveyance/Sale Deed registered within 15 days from the date notified to the Buyer and upon such cancellation, the amounts received from the Buyer will be refunded without any interest but after deduction of applicable charges.

- 13.4 The Buyer shall from time to time sign all applications, papers, documents, maintenance agreement, electricity agreement and other relevant papers, as required, in pursuance to this allotment and to do all acts, deeds and things as the Seller may require in the interest of the Complex and Flat/Unit Buyers. In case of Joint Buyers any document signed/accepted/acknowledged by any one of the Buyers shall be binding upon the other Buyers of the said Flat/Unit.
- 13.5 The Buyer agrees and confirms that if in the event of any major alteration/s/modifications of the said building plans resulting in an increase/decrease in the saleable area of the Flat/Unit up to 10% due to alterations in the layout plan and/or specifications, as and when required due to revision of building plans, technical reasons, site conditions or any other reasons, in that event such increase/decrease shall be acceptable to the Buyer. The Buyer agrees that any increase or reduction in the saleable area/built up area/super built up area of the said Flat/Unit shall be payable or adjusted against the consideration payable, in case, any change in plans, specifications or location due to change of plans, permission, consent etc. is given by Statutory/Authorities, the same shall be fully binding on the Buyer. The layout landscaping, pathways, connectors and building plans, specifications of the building(s)/Complex and the amenities and the facilities and the Flat/Unit as shown in the various booklets/inserts of the Application Form are tentative and are subject to changes/variations. Seller may effect such variations, additions, alterations, deletions and/or modifications therein as it may, at its sole discretion, which is deemed fit and appropriate or as may be directed by Competent Authorities.
- 13.6 Landscape and the green areas will only be available upon completion of the entirety of the Complex as the same will be utilized to construction activities during the construction period.
- 13.7 Due to any operation of law or any statutory order or otherwise if a portion of the entire scheme of development is discontinued or truncated then the Buyer affected by such discontinuation or truncation will have no right of compensation from the Seller. The Seller will, however, refund all the money received from the Buyer without any interest.
- 13.8 It is hereby expressly agreed and declared that the dominant object of the Seller is to sell and transfer the said Flat to the Buyer in terms of this agreement and it is not the intention for this agreement, be construed to mean in the self rendering any services.
- 13.9 The right of possession of the Buyer in respect of the said Flat shall arise only upon the Buyer fulfilling all the obligations as are contained in this agreement.
- 13.10 The Buyer shall not be entitled to transfer, let out, mortgage, grant lease in respect of the said Flat without the consent in writing of the Seller till such time the Buyer has fulfilled all the obligations including but not limited to Conveyance and the possession of the said Flat has been obtained by the Buyer.
- 13.11 It is agreed that the Buyer is not entitled to assign and/or transfer his/her/its rights under this Agreement relating to the said Flat to any party without the written consent of the Seller.

- 13.12 It is agreed that in the event the Buyer intends to assign and/or transfer his/her/it rights relating to the said Flat under this agreement shall first offer to the Seller herein to repurchase/reacquire the rights agreed to be assigned and/or transferred under this agreement in favor of the Buyer at the market value of the said Flat or such value for which the parties herein agreed to and it is only upon refusal in writing by the Seller within 60 days from the date of offer by the Buyer (hereinafter referred to as 'OPTION NOTICE') the Buyer shall be entitled to assign and transfer the benefits of this agreement upon making the payments of all the amounts agreed to be paid by the Buyer to the Seller in terms of this Agreement and it is hereby further agreed that the Buyer will be entitled to sell transfer assign the rights title and interest in the said Flat to the third party only at the price and the terms and conditions at which the Buyer has offered the same to the Seller.
- 13.13 It is also agreed that in the event only after the Seller herein refused to repurchase / reacquire the rights relating to the said Flat agreed to be assigned and/or transferred under this agreement in favor of the Buyer for whatsoever reason the Buyer may assign and/or transfer his/her/it rights relating to the said Flat under this agreement to any third party only upon the payment of the charges/fees equivalent to 2% of the selling price on such assignment / transfer hereinafter referred as the TRANSFER FEES to the Seller and simultaneously the Seller upon the receipt of the said Transfer Fees shall allow the said transfer, subject to the said transfer shall be coupled with the undertaking of the third party to observe/fulfill the obligations to be observed/fulfilled by the Buyer herein.
- 13.14 The right of the Buyer shall remain restricted to the said Flat and in no event the Buyer shall be entitled and hereby agrees not to claim any right in respect of the other parts or portions of the said building and the said premises or any part or portion thereof.
- 13.15 That the following rights are intended to be and shall be transferred in favor of the Buyer at the time of completion of the transaction:-
- a) Transfer of the said Flat to be constructed by the Seller, as described in the **Second Schedule** hereto;
  - b) Right to park car(s) in the said Parking Space, if any, described in the **Second Schedule** hereto;
  - c) Transfer of the proportionate, variable, undivided and impartible share in the Common Portions with right to use and enjoy the same in common subject to the rights and entitlements of common ownership, use and enjoyment of the Flat Owners and/or occupiers of the other portions of the Buildings in respect of the same; and
  - d) Transfer of the said Undivided Share.
- 13.16 It is hereby agreed and clarified that the right of the Buyer shall remain restricted to the said flat/ Flat and proportionate share in all common parts portions areas and facilities and the Buyer shall not entitled to claim any right over and in respect of the other portions of the said premises or the building and in the event of the Seller deciding to make any further constructions on

any other parts and portions of the said Premises the Buyer shall agree not to raise any objection.

- 13.17 If the Purchaser is a resident outside India, then it shall be the Purchaser's sole obligation and liability to comply with the provisions of all applicable laws including Foreign Exchange Management Act, 1999 (FEMA) and all other necessary requirements, rules, regulations, guidelines, etc. of the government or any other authority from time to time, including those pertaining to remittance of payment for acquisition of immovable properties in India. The Purchaser shall also furnish the required declaration/documents to the Seller on the prescribed format, if necessary. All refunds, if any, to Non-Resident Indians (NRI) and foreign citizens of Indian origin, shall however, be made in Indian Rupees. Whenever there is any change in the residential status of the Buyer subsequent to the signing of this Agreement it shall be the sole responsibility of the Buyer to intimate the same in writing to the Seller immediately and comply with necessary formalities if any under the applicable laws.
- 13.18 The Seller shall not be responsible towards any third party making payment / remittances on behalf of the Buyer and such third party shall not have any right in the Application / allotment of the Said Flat / Unit in any way and the Seller shall issue the payment receipts in favour of the Buyer only.
- 13.19 The said Residential Project shall always be known as "**Mayfair Utsav**" and this name shall not be changed by any association or society of the Flats owners / occupants or any other person claiming through them. The name of the respective blocks shall also remain the same and unchanged. Further, at all times, the name of the project "**Mayfair Utsav**" and the name "**SandeepG. Realestate**" shall be displayed at prominent places in the said Residential Housing Project. The copy right/ trade mark / property mark and all intellectual property (including the words "**Mayfair Utsav**") shall always remain and vest with the Firm, and no person, including but not limited to the Buyer Association / Society or the occupant(s) shall have any claim or right of any nature whatsoever on the said intellectual property.
- 13.20 The Buyer shall be liable and agrees to make payment of the amounts payable on account of the Service Tax/ Sales Tax/VAT or any other tax payable by the Buyer in respect of the said Flat / Unit intended to be acquired by him without raising any objection whatsoever or howsoever.
- 13.21 This Agreement is being signed in duplicate and each of them would be treated as the original. The Buyer has assumed the obligation to cause this Agreement to be stamped and registered at his/her/its own cost and the Seller will remain present for the purpose of presenting this Agreement for registration in the event of the Buyer requiring the same to be registered and the stamp duty, registration charges and other expenses incidental thereto shall be paid borne and discharged by the Buyer.
- 13.22 The Buyer shall bear and pay for the Stamp Duty and registration charges. It shall be the responsibility of the Buyer to get this Agreement registered and the Seller will appear before the authorities for admitting the registration of

the Agreement. The Buyer shall be liable to pay the Stamp Duty and registration charges for the execution and registration of the Deed of Conveyance.

- 13.23 This Agreement is personal and the Buyer shall not be entitled to transfer let out mortgage grant lease in respect of the said Flat/Unit without the consent in writing of the Seller until such time the full amount of consideration has been paid by the Buyer to the Seller and the Buyer performing and observing all the other terms and conditions herein contained and on the part of the Buyer to be performed and observed including but not limited to conveyance PROVIDED HOWEVER after the full payment of the entire consideration amount the Buyer shall be entitled to let out, grant, lease and/or mortgage the said Flat/Flats for which no further consent of the Seller shall be required.
- 13.24 The Buyer acknowledges that the Seller whether in its name or in the name of its affiliates or associates may acquire adjacent premises for the purpose of development and as such the Seller shall be entitled to provide the right of way in and through the entrances and common parts or portions of the said Premises and/or Housing Complex and also to allow the use of various facilities and utilities in the said Housing Complex to be made available to the owners and/or occupants of the said neighboring Premises.
- 13.25 For the purpose of acquiring the said Flat/Flats in the aforesaid Building the Buyer will be entitled to apply for and obtain financial assistance from banks and other financial institutions but in no event the Seller will be liable or assume any liability for such loans and granting of any loan will always be subject to the terms and conditions herein contained.
- 13.26 The Seller and the Buyer have entered into this Agreement purely on principal to principal basis and nothing stated herein shall be deemed to constitute a partnership between the Seller and the Buyer or to be construed as a joint venture or joint ventures between the Buyer and the Seller nor shall the Seller and the Buyer constitute an association of persons. Such party shall keep the other party duly indemnified from and against the same.
- 13.27 This Agreement contains the entire Agreement of the parties and no oral representation or statement shall be considered valid or binding upon either of the parties nor shall any provision of this Agreement be terminated or waived except by written consent by both the parties. The Buyer acknowledges upon signing this agreement, no conditions stipulation representations guarantees or warranties have been made by the Seller other than what is specifically set forth herein. In the event of any of the clauses becoming void and/or unenforceable then and in that event the other clauses shall survive.
- 13.28 This Agreement supersedes all other agreements arrangements understanding or brochure and in no event the Buyer shall be entitled to set up any oral Agreement.
- 13.29 The Buyer has agreed to keep in deposit an amount as and by way of Maintenance deposit with the Seller/Holding Organization as hereinbefore



provided and such amount to be utilized and/or is likely to be utilized for meeting any capital expenditure which may be necessary and/or required for the benefit of all the Buyers of the various Flats Apartments Units of the said Building at the said Premises.

#### ARTICLE XV - NOTICE

- 14.1 All notices to be served hereunder by either of the parties to the other shall be deemed to have been served on the 4<sup>th</sup> day of the date the same has been delivered for dispatch to the postal authority by registered post with acknowledgement due at the last known address of the parties hereto.

#### ARTICLE XVI - ARBITRATION

- 15.1 In the event of any dispute between the Parties in connection with the validity, interpretation, implementation or breach of any provision of this Agreement or any other disputes including the question of whether there is proper termination of the Agreement shall be resolved through arbitration by appointing a sole arbitrator by the Managing Partner of the Seller. The Decision of the Arbitrator shall be final and binding on both the Parties. The arbitration proceedings shall be in accordance with the provisions laid down in the Arbitration and Conciliation Act, 1996. The venue of the arbitration proceedings shall be at Siliguri and the language shall be English. All the proceedings are subject to the exclusive jurisdiction of the courts at Siliguri only.
- 15.2 The Seller and the Buyer shall not commence legal proceedings or to have any Receiver appointed in the said premises or the said building unless the same is first referred to arbitration and the Arbitrator has given his award.
- 15.3 The Arbitrators shall have summary powers.
- 15.4 The Arbitrators shall have the right to give interim awards and directions.

#### ARTICLE XVIII- JURISDICTION

- 16.1 Courts at Siliguri alone shall have jurisdiction to entertain and try all actions suits and proceedings arising out of this Agreement.

**FOLLOWING ARE SOME ADDITIONAL TERMS AND CONDITIONS AS SET OUT HEREIN ARE NOT IN DEROGATION OF OR INCONSISTENT WITH THE TERMS AND CONDITIONS SET OUT IN THE WBHIRA ACT AND THE RULES AND REGULATIONS MADE THERE UNDER.**

#### THE FIRST SCHEDULE ABOVE REFERRED TO THE SAID PROPERTY

ALL THAT the pieces and parcels of land containing by estimation 1.79 acres (be the same a little more or less) appertaining to and forming part of R.S. Plot no. 679 corresponding to (i) L.R. Plot no. 1200 an area of land measuring 0.38 acres and (ii) L.R. Plot no. 1202 an area of land measuring 1.41 acres, recorded in R.S. Khatian no.

35/3 corresponding to L.R. Khatian no. 10026, within Mouza Baramohan Singh, J.L. No. 71, Pargana Patharghata, under B.L.&L.R.O. office Matigara at Shiv Mandir, P.S. Matigara, Dist: Darjeeling, under Atharakhai Gram Panchayat.

The demised land is butted and bounded as follows:

North: Panchayat Road;  
South : Land of Suresh Chandra Singha, Motilal Singha, Mandala Singha & Others;  
East : Sold Land of Sakuntala Sinha & Others;  
West : Govt. Nala & Property of Others/Vested Land.

**THE SECOND SCHEDULE ABOVE REFERRED TO  
(THE SAID FLAT/UNIT AND THE PROPERTIES APPURTENANT THERETO)**

ALL THAT the Flat/Unit no.... on the..... floor of the BLOCK named..... containing by admeasurement ..... Sq.ft. and ..... Sq.ft. (be the same a little more or less) (Super Built-up Area and Carpet Area respectively) along with ..... car parking /Stack Car Parking Spaces, if any, appurtenant thereto which is to be marked and allotted to the Buyer by the Seller of these presents at Complex “**Mayfair Utsav**” TOGETHER WITH the undivided proportionate share in all common parts portions areas facilities and amenities AND TOGETHER WITH the undivided proportionate share in the land comprised in the said premises attributable thereto.

THE THIRD SCHEDULE ABOVE REFERRED TO  
(Common Parts and Portions)

The General Common Elements include, without limitation, the following:

- i) The land and all other areas of the said premises and all apparatus, systems, equipment and installations now or hereafter existing in the building or on the said premises, not part of any unit, for the common use of all Units or by all Unit owners or necessary or convenient for the existence, maintenance of safety of the property as a whole;
- ii) All foundations, columns, girders, beams and supports, including load bearing walls, but excluding those which are specifically designated elsewhere in this Declaration or on the Floor Plans as otherwise.
- iii) All structural floors assemblies, including the underside of such assembly ceiling;
- iv) All common roof and roof structures but excluding any mechanical or HVAC equipment or their related wires, pipes, conduits, ducts and similar appurtenances which are part of a Unit of Limited Common Elements located upon the roof pursuant to an easement reserved in this Declaration.
- v) All exterior walls of the building and the structural masonry walls.
- vi) All windows, window frames, casements and mullions

- vii) The stair and stairwell
- vii) All central and appurtenant installations for services such as electricity, telephone, television, gas, sewer, waste, hot and cold water (including all pipes, ducts, wires, chutes, cables and conduits used in connection with any such service whether located in Common Elements or in Units) and all other mechanical equipment spaces (except for those which are contained within Units or are Limited Common elements or Residential Limited Common Elements) which serve or benefit all unit owners or other General Common Elements.
- viii) All other facilities of the building (including but not limited to shafts, pipes, wires, ducts, vents, cables, conduits and lines) which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety or, all units or all unit owners.

PART II

LIMITED COMMON ELEMENTS shall mean the following portions of the Common Elements which are designated as Limited Common Elements, the use of which is restricted to the exclusive use of the Unit owner, its tenants, licensees, invitees, agents and employees:-

- i) All central and appurtenant installations for services such as electricity, telephone, television, gas, sewer, waste, hot and cold water (including all pipes, ducts, wires, chutes, cables and conduits used in connection with any such service which exclusively serve or benefit the unit, whether located in Common elements or in other Units)
- ii) All tanks, pumps, motors, fans, compressor and control equipment which exclusively serve the Unit, whether located in Common Elements or in other Units.
- iii) All mechanical, electrical, plumbing (including their related wires, pipes, conduits, ducts and similar appurtenances) which exclusively serve or benefit the Unit, whether located in common elements or in other units and.
- iv) Pumps, motors, piping and controls located in the mechanical rooms which exclusively serve or benefit the Unit.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**  
(Consideration Amount)

Part - I

Payment Schedule	Payment %	Amount

At the time of execution of present agreement, i.e., Flat Buyer's Agreement {The amount of Rs. 1,00,000/- (Rupees One Lac only) if paid during initial application be adjusted	20%	.....
On execution of foundation work	10%	.....
On execution of casting of ground floor	8%	.....
On execution of casting of 1 <sup>st</sup> floor	8%	.....
On execution of casting of 2 <sup>th</sup> floor	8%	.....
On execution of casting of 3 <sup>th</sup> floor	8%	.....
On execution of casting of 4 <sup>th</sup> floor	8%	.....
On execution of casting of 5 <sup>th</sup> floor	8%	.....
On execution of brick works	7%	.....
On execution of inside plastering	5%	.....
On execution of outside plastering	5%	.....
On completion / Hand over	5%	.....

Note:

1. Misc. Charges to be paid along with the 9<sup>th</sup> instalment of 7% at the time of execution of Brick Works.
2. One time maintenance deposit Rs.25,000/- (Rupees Twenty Five Thousand Only) to be paid at the time of handover of flat and / or registration whichever is earlier.
3. Service tax as applicable presently @ ..... to be paid by the flat owner on every payment made.

#### PART - II

The Buyer hereby also agrees to pay to the Seller for extra / additional works and / or facilities to be done and / or provided as per requirement of the Buyer.

#### THE FIFTH SCHEDULE ABOVE REFERRED TO (Deposits)

At or before taking over the possession the Buyer shall deposit the following amounts which are not refundable: -

- (a) For Electrical infrastructure, Power Back-up up to 600 KVA & 750 KVA in individual 2 BHK and 3 BHK units respectively, Fire apparatus

- installation charges, water connection and for collapsible gates in individual units ₹ 95,000/- (Rupees Ninety five thousand only).
- (b) For charges for formation of the Holding Organization including the share of money as per actual.
- (c) If at any time the said Seller shall be liable to make payment of any amount on account of statutory outgoings and/or impositions including sales tax/ Vat the Buyer shall be liable and agrees to make payment of the amount on account of such statutory outgoings and sales tax/Vat and has agreed to keep the Seller indemnified against all actions suits and proceedings. Any surplus if remains with the Seller on account of the aforesaid deposits the Seller will hand over such surplus of such deposits if not adjusted to the Holding Organization upon its formation provided there shall be no default on the part of the Buyer in making payment as mentioned hereinabove.
- (d) Such further amounts which may become payable on account of statutory imposition and outgoings including service tax.

THE SIXTH SCHEDULE ABOVE REFERRED TO  
(Specifications)

<b>Structure</b>	: Earthquake Resistant RCC Framed Super structure with infill brick walls
<b>Wall Finish</b>	
<b>Internal</b>	: Wall putty of reputed brand.
<b>External</b>	: Painted in combination of Acrylic & Textured Paint finish.
<b>Windows</b>	: Anodized Aluminum windows with Glass Panel (Fitted and Grills)
<b>Doors Frames</b>	: PVC/ Wooden Frames
<b>Shutters</b>	: Water resistant flush door.
<b>Kitchen Counter</b>	: Granite top with Stainless Steel Sink.
<b>Walls</b>	: Ceramic Tiles up to 2 feet above counter.
<b>Toilets Walls</b>	: Glazed Ceramic Tiles up to door height.

<b>Fittings</b>	:	C.P. Fittings of reputed brand with hot & cold line.
<b>Sanitary</b>	:	White Vitrified sanitary - ware & E.W.C. of reputed brand.
<b>Flooring (Bed Room, Drawing, Dinning &amp; Balcony)</b>	:	Vitrified Tiles.
<b>Toilets &amp; Kitchen</b>	:	Anti skid ceramic tiles.
<b>Electricals</b>	:	Concealed wiring with fire resistant ISI grade copper conductors having provision for adequate points, TV & Telephone sockets in drawing / dining & master bed rooms. A.C. points in master bed room. Protective M.C.B's & elegant modular switches.

THE SEVENTH SCHEDULE ABOVE REFERRED TO

(Maintenance Charges)

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Holding Organization) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the Building and decorating and colouring all such parts of the property as usually are or ought to be.
3. Keeping the gardens and grounds of the property generally in a neat and tidy condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.
5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.
6. Paying such workers as may be necessary in connection with the upkeep of the property.
7. Insuring any risks.

8. Cleaning as necessary the external walls and windows (not forming part of any Flat) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the building.
9. Cleaning as necessary of the areas forming parts of the property.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained property and providing such additional lighting apparatus as the Seller may think fit.
11. Maintaining and operating the lifts.
12. Providing and arranging for the emptying receptacles for rubbish.
13. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the building or any part thereof excepting in so far as the same are the responsibility of the individual owners/ occupiers of any flat/Flats.
14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the flat of any individual lessee of any flat.
15. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the flats.
16. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
17. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made there under relating to the building excepting those which are the responsibility of the owner/occupier of any flat/Flats.
18. Insurance of fire fighting appliances and other equipments for common use and maintenance renewal and insurance of the common television aerials and such other equipment as the Seller may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.
19. Administering the management company staff and complying with all relevant statutes and regulations and orders there under and employing suitable persons or firm to deal with these matters.
20. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the option of the Management company/Holding Organization it is reasonable to provide.

21. In such time to be fixed annually as shall be estimated by the Holding Organization (whose decision shall be final) to provide a reserve fund for items of expenditure referred to this schedule to be or expected to be incurred at any time.
22. The said Maintenance Deposit fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Holding Organization for the owners of the Flats/flats and shall only be applied in accordance with unanimous or majority decision of the members of the Holding Organization and with the terms of this Schedule.

**IN WITNESS WHEREOF** the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED and DELIVERED by the  
SELLER at Siliguri in the  
Presence of:

SIGNED and DELIVERED by the  
BUYER at Siliguri  
In the presence of :

SIGNED and DELIVERED by the  
CONFIRMING PARTY at Siliguri  
In the presence of :