

FLAT BUYER'S AGREEMENT

THIS AGREEMENT is made on this the day of, 2019 (TWO THOUSAND AND NINETEEN)

BETWEEN

1. _____, S/O _____, _____ by faith, _____ by nationality, _____ by occupation, _____ residing at _____ and hereinafter called the **"PURCHASE/S"** (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, successors, representatives, administrators and assigns) of the **FIRST PART.**

AND

1. **SRI NARSINGH AGARWAL**, son of Late Dyaram Agarwal, Hindu by faith, Indian by nationality, Business by occupation, resident of Part No. 2, Salghari (Urban), P.O. & P.S. Jorethang, Dist: South Sikkim, in the state of Sikkim,

2. **K.T. PROJECTS PRIVATE LIMITED**, a Private Limited Company registered under the Sikkim Companies Act, vide Certificate of Incorporation No. 717, dated 07.10.2004 and having its registered office at Jorethang Bazar, P.O. & P.S. Jorethang, Dist: South Sikkim, in the state of Sikkim, represented by one of its Directors **SRI RATAN KUMAR GOEL**, son of Late Balmukund Goel, Hindu by faith, Indian by nationality, Business by occupation, resident of Jorethang Bazar, P.O. & P.S. Jorethang, Dist: South Sikkim, in the state of Sikkim, hereinafter called the **"VENDOR"** (which expression shall unless excluded by or repugnant to the context be deemed to include its Directors, executors, successors in office, representatives, administrators and assigns and his/her/their heirs, executors, successors, representatives, administrators and assigns) of the **SECOND PART.**

WHEREAS Vendor No. 1 **SRI NARSINGH AGARWAL** is represented by his Constituted Attorney **SRI RATAN KUMAR GOEL**, son of Late Balmukund Goel, Hindu by faith, Indian by nationality, Business by occupation, resident of Sita Mansion, 2 ½ Mile, Sevoke Road, P.S. Bhaktinagar, Siliguri, Dist Jalpaiguri, in the state of West Bengal by virtue of a General Power of Attorney and the same was duly registered by Additional District Sub-Registrar, Siliguri-II at Bagdogra, Office of the Additional District Sub-Registrar, Bagdogra, West Bengal and registered in Book - IV, CD Volume No. 1, Page from 3113 to 3124, being document No. 00219 for the year 2015

AND

IMPRINT VINIMAY PRIVATE LIMITED, a private limited Company, having its office at Sita Mansion, 2 ½ Mile, Sevoke Road, P.S. Bhaktinagar, Siliguri, Dist Jalpaiguri, in the state of West Bengal, represented by one of its directors **SRI YOGESH KUMAR GOEL**, son of Ram Kumar Goel, Hindu by faith, Indian by nationality, Business by occupation, resident of Sita Mansion, 2 ½ Mile, Sevoke Road, P.S. Bhaktinagar, Siliguri, Dist Jalpaiguri, in the state of West Bengal, hereinafter called the **"CONFIRMING PARTY" / "DEVELOPER"** (which expression shall unless excluded by or repugnant to the context be deemed to include its Directors, executors, successors in office, representatives, administrators and assigns and his/her/their heirs, executors, successors, representatives, administrators and assigns) of the **THIRD PART.**

WHEREAS VENDOR No. 1 **SRI NARSINGH AGARWAL** acquired a piece and parcel of Land measuring 2.93 Acres appertaining to and forming part of R. S. Plot No. 9 corresponding to L. R. Plot No. 142 & 143, recorded in Khatian No. 16/3, 17/1, 224/1, 280, 281, 282, 283, 284, 285 & 286 of Mouza – Kalaram in the District of Darjeeling by Virtue of a Deed of Conveyance executed by **DEEPAK CHHETRI & 9 OTHERS** and registered at the office of the Additional District Sub - Registrar, Siliguri- II at Bagdogra and recorded in Book No. I, Volume No. 157, pages 273 to 282, being Document No. 6352 for the year 2006 and possessing the aforesaid land above named **SRI NARSHINGH AGARWAL** mutated his name at the office of B. L. & L. R. O., Phansidewa and got L. R. Khatian No. 429 opened in his name being L. R. Plot No. 142 & 143 for the aforesaid land.

WHEREAS VENDOR No. 2 **K.T. PROJECTS PRIVATE LIMITED** acquired a piece and parcel of Land measuring 2.67 Acres appertaining to and forming part of Plot No. 9, recorded in Khatian No. 2/1, 2/3, 2/5, & 2/7 of Mouza – Kalaram in the District of Darjeeling by virtue of Four separate Deed of Conveyance executed by **SMT. ANITA MUNDRA & SMT. AMITA MUNDRA** and registered at the office of the Additional District Sub – Registrar, Siliguri-II at Bagdogra and recorded in

- i. Book No. I, CD Volume No. 4, Pages 5722 to 5739, being Document No. 1711 for the year 2008.
- ii. Book No. I, CD Volume No. 5, Pages 56 to 73, being Document No. 1726 for the year 2008.
- iii. Book No. I, CD Volume No. 5, Pages 14 to 30, being Document No. 1727 for the year 2008.
- iv. Book No. I, CD Volume No. 5, Pages 74 to 91, being Document No. 1728 for the year 2008.

WHEREAS possessing the aforesaid land above named **K. T. PROJECTES PRIVATE LIMITED** mutated its name at the office of B. L. & L.R.O., Phansidewa and got L. R. Khatian No. 539 opened in its name being L. R. Plot No. 143 & 144 for the aforesaid land.

AND WHEREAS (1) **SRI NARSINGH AGARWAL** and (2) **K.T. PROJECTS PRIVATE LIMITED** entered into a Development agreement dated 2nd day of June, 2014 with "**IMPRINT VINIMAY PRIVATE LIMITED**" to take up their land for the purpose of construction of a Multistoried Residential Building on the land mentioned in Schedule-A below on certain terms and conditions contained therein and delivered physical possession of the land and the VENDORS as per the terms of the agreement empowering the DEVELOPER to do acts and deed for and on behalf of the VENDORS including to enter into an agreement of sale.

AND WHEREAS (1) **SRI NARSINGH AGARWAL** and (2) **K.T. PROJECTS PRIVATE LIMITED** contributed the aforesaid land measuring 560 DECIMALS, more particularly described in the Schedule-A given herein under.

AND WHEREAS the Developer started construction on the said Land, the Plan prepared for which was approved by the appropriate authority being Phansidewa Panchayat Samiti, P.O. Phansidewa, Dist: Darjeeling, vide Order No. 41/BP/PPS, dated- 21-05-2014, for Proposed Parking + 4 Storied Residential Building comprising of Four Blocks being Block I, II,III and IV at Kalaram.

- A) The Housing Complex which is to comprise of a single Building and/or Block (hereinafter referred to as the "HOUSING COMPLEX") having several self-contained flat units apartments constructed spaces and car parking spaces to be ultimately held by various persons on ownership basis.
- B) For the purpose of sale and transfer of the various flats units apartments constructed spaces and car parking spaces forming part of the building in the said Housing Complex the Seller has formulated the following scheme:
- i) The Seller from time to time will enter into agreements for sale and transfer of the various flats units apartments constructed spaces and car parking spaces forming part of the building in the said housing complex for the consideration and on the terms and conditions to be agreed upon
 - ii) That the right of each intending Buyer will remain restricted to a particular flat 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 Housing Complex.
 - iii) That the various flats units apartments constructed spaces forming part of the said Housing Complex shall be used for residential purposes only and for no other purpose whatsoever without the consent of the Seller, in writing.
- C) The Buyer is desirous of acquiring on ownership basis ALL THAT the **Flat/Unit No '___' on the ___ floor of Block No. ___** of the Building Complex named as **SBM UPOHAR** 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.
- D) 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 Architecture Consulting Engineers, having its office at Siliguri 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 shall mean the said _____ and shall include the heirs legal representatives executors administrators and assigns.
- 1.4** CAR PARKING SPACES shall mean all that the Car Parking Spaces lying at the ground floor of the building situated at the said Premises as 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/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** COMMON ELEMENTS shall mean and include the various parts and portions and/or facilities which are to remain common for the new buildings (more fully and particularly mentioned and described in 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** PREMISES shall mean ALL THAT the pieces and parcels of land containing by estimation All that piece and parcel of Land more fully and particularly mentioned and described in the FIRST SCHEDULE hereunder written.
- 1.12** PLAN shall mean the Building plan sanctioned by Executive Officer, Matigara Panchayat Samity, P.O. Kadamtala, Dist: Darjeeling, (hereinafter referred to as the PLAN) and shall include such modification or variation or revision as may be made by the Seller from time to time with prior sanction from the authorities concerned.
- 1.13** ROOF shall mean the ultimate roof of a particular building and the Buyer agrees not to claim any right over and in respect of the Roof and in any event hereby disclaims all his/her/its right title interest into or upon the Roof of the said new building.
- 1.14** SERVICE INSTALLATIONS shall mean sewers, drains, channels, pipes, water courses, gutters, main wires cables, conduits, tanks, and soakways 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. 30,000/- (Rupees Thirty Thousand)** 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 ORGANISATION) made over to the Holding Organization which shall be entitled to invest the same in such securities and in such manner as the Holding Organisation 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 Organisation.
- 1.16** THE SAID FLAT/UNIT AND THE PROPERTIES APPURTENANT THERETO shall mean all that the said **Flat/Unit No `___` on the ___ floor of Block No. ___ of** the Building named as **SBM UPOHAR** containing by ad measurement **___ Sq. ft. of super built-up area** 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 building 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 total built up area including 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/itself 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 and carpet area forming part of the said Flat/Unit
 - v) The common parts portions areas and facilities comprised in the said Premises and/or the 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
 - vii) The Buyer hereby disclaims all its right into or upon the Roof of the said building as hereinbefore stated and the Seller shall be entitled to use and/or permit use of the said Roof or any part thereof to any other person and/or person as the Seller in its absolute discretion may deem fit and proper and has agreed not to raise any objection whatsoever or howsoever

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 Block No. ___ of the Building named as SBM UPOHAR** containing by ad measurement **___ Sq. ft. of super built-up area** AND **SECONDLY WITH ALL THAT** the undivided proportionate share in all common parts portions areas and facilities AND **THIRDLY ALL THAT** 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**) for the consideration and subject to the terms and conditions hereinafter appearing.

4.2 PARKING SPACES

- 4.2.1 Car parking facility will be provided in the Complex at the Ground floor as well as Open Spaces. 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. Unallotted 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 unallotted 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. _____/- (Rupees _____ Only)** (hereinafter called the CONSIDERATION AMOUNT) (which amount includes the cost of construction of the said Flat, common parts and facilities).
- 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.
- 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 of 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 within 36 (Thirty Six) months with a grace period of 8 (Eight) 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 Siliguri Municipal Corporation rates, 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 Housing Complex.
 - (b) To observe the rules framed from time to time by the Seller and upon the formation of the Holding Organisation such Holding Association.
 - (c) To use the said Flat for residential purposes only 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 Organisation to such Holding Association. 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 Organisation to such Holding Association.
 - (f) To deposit the amounts reasonably required with the Seller and upon the formation of the Holding Organisation with such Holding Organisation 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 colour 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 colour Scheme of the building or deviation of 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 additional 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 kutcha or pucca constructions grilled 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 or any other place except the space allotted to him/ her/ it 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/Unit. 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 in consultation with the Seller 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 Organisation and after the Holding Organisation is incorporated to comply with and/or adhere to the building rules and regulations of such Holding Organisation.

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/Complex. No Buyer/Occupier shall give vocal or instrumental instruction at any time in order to reduce sound emanating from a Flat/Unit.
- (4) Each Owner shall keep such Flat / Unit in a good state of preservation and cleanliness and shall not throw or permit to be thrown therefrom 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 devises 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 apartment 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 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 7th 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 Organisation 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 Organisation 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 Organisation 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 Organisation the Buyer shall pay such amounts for the aforesaid purpose as may be fixed and determined by the Holding Organisation.
- (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 Organisation such Holding Organisation 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 ORGANISATION

- 9.1 Immediately after the completion of the said Housing Complex and sale of atleast 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 ORGANISATION) 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 Organisation and hereby agrees to abide by the rules and regulations which shall be framed by the said Holding Organisation for the benefit of all the members of the said Holding Organisation.
- 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 Organisation.
- 9.4 As and when the said Holding Organisation is formed, the Buyer shall become a member of such Holding Organisation and without becoming a member of such Holding Organisation 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 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 favour 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) Labour unrest.
- vi) Local problem and/or local disturbance.
- vii) Any prohibitory order from the court, Phansidewa Panchayat Samiti and 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.

- 13.1.1 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.
- 13.1.2 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.
- 13.1.3 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.
- 13.1.4 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 upto 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/Complex and the amenities and the facilities and the Flat/Unit as shown in the various booklets 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.
- 13.1.5 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.

- 13.1.6 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.
- 13.1.7 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.
- 13.2 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.
- 13.3 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.
- 13.4 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.
- 13.5 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 favour 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.
- 13.6 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 favour 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 3% 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.

- 13.7 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.
- 13.8 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.
- 13.9 Excepting for certain portions of the roof which may have certain installations the remaining part of the said Roof shall remain as the absolute property of the Seller and the Seller shall be entitled to deal with the same in its absolute discretion.
- 13.10 The said Complex shall be known by the name of SBM UPOHAR and the said name shall not be changed under any circumstances.
- 13.11 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 unit intended to be acquired by him without raising any objection whatsoever or howsoever.
- 13.12 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.
- 13.13 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.

- 13.14 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.
- 13.15 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.
- 13.16 For the purpose of acquiring the said Flat/Unit 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.
- 13.17 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.
- 13.18 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, 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.
- 13.19 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.

13.20 The Buyer has agreed to keep in deposit an amount as and by way of Maintenance deposit with the Seller/Holding Organisation 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/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 4th 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 Director 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.

THE FIRST SCHEDULE ABOVE REFERRED TO

THE SAID PROPERTY

All that piece or parcel of vacant land measuring 560 (Five Six Zero) Decimals appertaining to and forming part of L. R. Plot No. 142 (One Four Two), 143 (One Four Three), 144 (One Four Four), recorded in L. R. Khatian Nos. 429 (Four Two Nine) and 539 (Five Three Nine) of Mouza - Kalaram, J. L. No. 76 (Seven Six) situated within Pargana – Patharghata, P. S. Phansidewa, in the District of Darjeeling.

The land on which the building stands is bound and butted as follows:

- By North : Land of Plot No. 141,
 By South : Land of Roshan Agarwal,
 By East : Land of Mouza Bara Pathuram,
 By West : Anchal Road.

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 Block No. ___ of** the Building named as **SBM UPOHAR** containing by ad measurement **___ Sq. ft. of super built-up area**, along with 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.

CAR PARKING _____

THE THIRD SCHEDULE ABOVE REFERRED TO

(Common Parts and Portions)

The Common Elements include, without limitation, the following:

- i) The land and all other areas of the Property and all apparatus, systems, equipment and installations now or hereafter existing in the building or on the Property, 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.
- iii) All structural floors assemblies, including the underside of such assembly ceiling;
- iv) All common roof and roof structures including any mechanical or HVAC equipment or their related wires, pipes, conduits, ducts and similar appurtenances which are part of a Unit or Units 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

- viii) The stair and stairwell.
- ix) 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 which serve or benefit all unit owners or other General Common Elements.
- x) Common Garden, Swimming Pool, community Hall, Gymnasium and games room.
- xi) All tanks, pumps, motors, fans, compressor and control equipment.

- xii) All mechanical, electrical, plumbing (including their related wires, pipes, conduits, ducts and similar appurtenances).
- xiii) 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.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Consideration Amount)

Part - I

The Buyer hereby agrees to pay the total consideration amount of **Rs. _____/- (Rupees _____Only)** at the time of agreement of the said Flat to Seller and the balance amount of the said consideration amount shall be paid to the seller in the manner hereinafter appearing :

PAYMENT SCHEDULE

SI	PARTICULARS	TIME	AMOUNT (Rs)
A	Booking Amount		
B	1st Installment	30 Days	25 % Less Booking Amount + Service Tax
C	2nd Installment	Completion of Plinth Work	Car Parking Charges + Service Tax
D	3rd Installment	Completion of Ground Floor Casting	15 % of Sale Price+ Service Tax

E	4th Installment	1st Floor Roof Casting	15 % of Sales Price+ Service Tax
F	5th Installment	2nd Floor Casting	10 % of Sales Price+ Service Tax
G	6th Installment	3rd Floor Casting	10 % of Sales Price+ Service Tax
H	7th Installment	4th Floor Casting	10 % of Sales Price+ Service Tax
I	8th Installment	Completion of Brick Work of Flat	5 % of Sales Price+ Service Tax
J	9th Installment	Completion of Flooring of Flat	5 % of Sales Price+ Service Tax
K	10th Installment	On Possession	5 % of Sales Price + Additional Charges+ Servic

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 electric connection to the said Building and proportionate share of deposit for the payment made to WBSEDCL for providing HT/LT line in the said premises and for Generator connection to the said Flat / Unit / premises a sum of **Rs.30,000/- (Rupees Thirty Thousand Only)**
- (b) For Documentation to the said Flat / Unit in the said building / unit a sum of **Rs. 10,000/- (Rupees Ten Thousand Only)**
- (c) For charges for formation of the Holding Organisation including the share of money as per actual.
- (d) 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 the Buyer shall be liable and

agrees to make payment of the amount on account of such statutory outgoings and sales tax 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 Organisation upon its formation provided there shall be no default on the part of the Buyer in making payment as mentioned hereinabove.

- (e) Such further amounts which may become payable on account of statutory imposition and outgoings including service tax.

THE SIXTH SCHEDULE ABOVE REFERRED TO

(Specifications)

Structure : Earthquake Resistant RCC Frame structure

Walls : Brick / fly ash bricks for internal and external walls

Elevation : Elegant looks with finished exterior paint/textured paints.

Wall Finish

Internal : Smooth finish with white putty of reputed brand.

External : Painted in combination of high quality & Textured Paint finish.

Doors / Windows :

Wooden door frames

flush door

Door fitted with branded hardware

Aluminum sliding/fixing window fitted with high performance clear glass.

Floorings

Lobby : Selected quality Marble/Granite/Tiles with elegant design.

Bedroom: Selected vitrified tiles of reputed brand.

Hall: Selected vitrified tiles of reputed brand.

Toilet/Kitchen: Selected anti-skid ceramic tiles/marble.

Kitchen

Counter: Selected Marble top with Stainless Steel Sink of good quality.

Walls : Selected Ceramic Tiles upto 2 feet above counter.

Furnish: Modular kitchen fitted with chimney (optional at Owners cost)

Toilets

Sanitary ware : Elegant White Vitrified sanitary ware of reputed brand.

C.P. Fittings : Luxury quality of Jaguar or reputed brand.

Wall Furnish : Selected Ceramic Tiles of reputed brand upto door height.

Electricals

Cables: Fire resistant copper electrical conductors / cables

Switches: Elegant modular switches of reputed brand.

Switchgears: MCB and ELCB and ACCL of reputed brand.

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 Organisation) 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 thereunder 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 thereunder 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 Organisation it is reasonable to provide.
21. In such time to be fixed annually as shall be estimated by the Holding Organisation (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 reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Holding Organisation 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 Organisation and with the terms of this Schedule.

IN WITNESSES WHEREOF the parties hereto have set and subscribed their respective hands on the day, month and year first above written.

WITNESSES:

- 1. _____

- 2. _____

(VENDOR/S)

(PURCHASER/S)