AGREEMENT FOR SALE

1. ***Name of Vendor/ Seller –***

SAMRAT VIJAY CONSTRUCTION PRIVATE LIMITED, a private limited company registered under the Companies Act, 1956, having its registered office at village Nethua, P.O. Awari, P.S. Maraurah, Chapra, District- Saran, Bihar and its head office at 19, Aniket Building, IAS Colony, Kidwaipuri, Patna-800001, through its Managing Director Shri Arjun Singh son of Shri Sakal Deo Singh, resident of 5 A Shaktidham Apartment, near Baba lodge,

S. K. Nagar, Patna-800001 (hereinafter called and referred as the "**Vendor**" which expression unless repugnant to the context shall mean and include successors and permitted assigns) of the of the **FIRST PART.**

2. **Name of Vandee/ Purchaser :-**

_____**,** Age about-……Years S/o. / D/O / W/o. _____resident of _____ P.S.- _____, P.O. - ……., District – _____, hereinafter called and referred to as the Purchaser/Vendee (which term unless excluded by or repugnant to the context shall mean and include her heirs, executors, administrators, legal representative, successors and assigns) by nationality- Indian of the SECOND PART.

3. ***Nature of Deed*** :- **Agreement for Sale**

4.**Details of Properties: -**

Shop No. _____, _____ Floor. Area _____ Sq. ft., DCC Mall. Motijheel, situated at Mauza – Majhouli Khetal, Revenue Thana No. – 333,Khata No. 41, 46, 225, 53, 54 & 195, Plot No. 316, 317, 318, 319, 332, 335, 336, total area – 108 decimal approx Present Thana-Sadar, Suregistries-Muzaffarpur, District – Muzaffarpur.

Land Surrounded by :-

North – Wide Road

South – N.H. Road No. ……..

East – Hind Keshri

West – Suman Devi

Surrounding of Shop no

North - ……..

South - ……..

East - ……..

West - ……..

5. Price of Property - Price of Shop

For the purpose of registration of agreement of sale total 2% i.e Rs……..stamp fee is hereby paid.

Contents

THIS AGREEMENT for SALE is hereby made this --------- day of (2015) A.D.

BETWEEN

SAMRAT VIJAY CONSTRUCTION PRIVATE LIMITED, a private limited company registered under the Companies Act, 1956, having its registered office at Churi Market, Patna Bihar and its head office at 19, Aniket Building, IAS Colony, Kidwaipuri, Patna-800001, through its Managing Director Shri Arjun Singh son of Shri Sakal Deo Singh, resident of 5 A Shaktidham Apartment, near Baba lodge, S. K. Nagar, Patna-800001 (hereinafter called and referred as the "**Vendor**" which expression unless repugnant to the context shall mean and include successors and permitted assigns) of the of the **FIRST PART.**

A N D

---------- D/O _____ resident of _____, P.S.- _____, P.O. - ……., District – _____ hereinafter called and referred to as the Purchaser/Vendee (which term unless excluded by or repugnant to the context shall

mean and include her heirs, executors, administrators, legal representative, successors and assigns) by nationality- Indian of the SECOND PART.

Recital

(A) **WHEREAS** the **SHYAMA THAKUR MARKETING PRIVATE LIMITED** is the absolute owner with full right, title and interest in land measuring 47,520 square feet (108 decimal approx.) , situated at Majhaulia, Muzaffarpur, more particularly described in Schedule A of this Agreement ("**Scheduled Property**") which was acquired by the said Owner from Smt. Shyama Thakur wife of Late Braj Kishore Thakur and Mr. Shaswat Kumar son of Late Braj Kishore Thakur through three Registered Sale-deeds dated 15 March 2011 bearing (1) Document No. 6536, Book No. 1, Zild No. 99, Page No. 73 to 82, (2) Document No. 6537, Book No. 1, Zild No. 99, Page No. 83 to 92 and (3) Document No. 6538, Book No. 1, Zild No. 99, Page No. 93 to 102, and since then the Owner is the absolute owner of the Scheduled Property. The Scheduled Property was mutated in the name of the Owner in the record of the Government Srista vide order dated 21 April 2011, issued by the Circle Officer, Mushari bearing mutation case number 25 of 2011-12 and since date the Owner has been regularly paying property tax in relation to the Scheduled Property to the Government of Bihar. In this way, the said Pvt. Ltd. Company got perfect right, title and interest over the said property and the said Company is fully entitled to use the said land as if likes.

(B) **AND WHEREAS** the Owner was desirous of undertaking the construction and development of a multi-storied commercial building/shopping mall under the name and style of "Dwarika City Centre", in accordance with the layout plans and

approvals, over the Project Land ("**Project**"). And whereas the Owner has commenced construction of Project and has finished laying the foundation for the construction of the shopping mall and for this purposes has obtained layout approval from the relevant authority bearing **Plan Case Number Muzaffarpur-26569/231/891/14/5/2011**, and executed a collaboration agreement dated 23 April 2013 with **Re India Property Management Private Limited (hereinafter called as "RE India")**, having its Registered Office 72B, Mini MIG, Mayur Vihar, Phase-III, New Delhi-110096 ("**Collaboration Agreement**"). The Owner and RE India have terminated the Collaboration Agreement vide Collaboration Agreement Termination Agreement dated 20 November 2013.

(C) And whereas the said landowner is the true and absolute owner of the said property and he has been coming in peaceful possession of the said land without any hindrance and interruption from any person and has obtained a valid and perfect right, title and interest over the said property.

(D) And whereas, the landowner wanted to develop his land and for this purpose he approached several developers and after several rounds of negotiations the aforesaid developer offered to construct at their own cost a multistoried commercial building over the said Land of the owner hereinafter referred to as THE BUILDING in the name & style of "Dwarika City Centre" and give a part of the total to the owner in consideration for the value of the said premises and to sell the remaining built up area of the building to prospective buyers.

(E) WHEREAS on account of negotiations between the parties, the owner and the developer agreed certain terms and conditions by and between the owner and the developer with regards to the transfer of the said premises and the construction of the said building by the developer and disposal of the office/shops and parking space or any other tenements therein, the parties entered into a Development Agreement dated 31.01.14 bearing Deed No. 2338, Book No.1, Zild No. 31, Page No. 309 to 332 and has been preserved in total 24 pages in CD No. 5/2014 for recording the understanding and arrangement arrived at between them and set out the terms and conditions including their respective obligations, rights, entitlements, roles and responsibilities with respect to the Project **AND WHEREAS** said Vendor has decided to build and construct on the Plot mentioned herein above, a building complex containing self contained Commercial building and other areas with the intention to sell and transfer the same to the intending purchasers.

(F) And whereas in terms of the said development agreement, the developer was entitled to get 50% (Fifty percent) of the total constructed area whereas the 50% (Fifty percent) of the remaining constructed area was to be given to the landowners and as per Apartment Act, the owners and Developers are the absolute owners of their respective shares and accordingly they will have full right, title, ownership, interest over the super built up area and the owners and Developer will be fully entitled to enjoy the above area or will be fully entitled to transfer, sale, alienate their interest in any manner as deemed fit to any person on such terms and conditions as may be decided by them. The said shop No. T-09 belongs to the Developer's Share as such the present agreement for sale is being executed by the developer.

(G) **AND WHEREAS** the Purchaser has considered the sanction plan of the said building and is desirous of acquiring one commercial shops approached the Vendor to sell and transfer to the Purchaser on ownership basis bearing **Shop No._____ (Sqft _____)** on the _____ Floor of Dwarika City Centre, as more fully and particularly mentioned and described in **SECOND SCHEDULE** hereunder written to be constructed by the said Vendor on the said Plot of land mentioned herein above together with proportionate indivisible undivided share in the land below the said building together with the proportionate undivided indivisible share in common parts of the said building attributable to the area of the said shops at the price and on the terms and conditions hereinafter stated, to which the Vendor has agreed at or for the consideration and on the terms and conditions hereinafter stated.

AND WHEREAS before entering into this agreement the purchasers have fully satisfied about:

a) the title of the said **VENDOR** in respect of the said Plot and also the Vendor's right to construct the building on the said Plot of land as mentioned in the **FIRST SCHEDULE** and the purchasers agrees not to raise any requisitions on title or raise any objection thereto in any manner whatsoever.

b) the proposal, contents and dimensions of the construction of the said building being constructed by the Vendor on the said plot of land as contained in the sanction plan of the said building to be constructed on the land of the said Plot.

c) the area of the said shops as per the said sanction plan.

d) Specification and drawing of construction of the said shop including the common portion of the said building

e) Particulars of the common portions and parts in the said building to be constructed on the said Plot of land for the benefit and enjoyment in common by the shop holders in the said building.

F) the location/situation of ground level, common pathways and passages provided by the Vendor in the said complex for enjoyment in common by the flat holders of the respective building/block to be constructed by the said vendor comprised in the said complex.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED 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 M/S. S. P. Associates or any other firm of architects appointed by the Vendor.

1.2 **BUILDING** shall mean all such building/ buildings and/or other structures to be constructed at the said premises in accordance with the plan already sanctioned by the authorities concerned with such variations as may be permitted.

1.3 **COMMON FACILITIES** shall include lift, corridors, hallways, stairways, landings, water reservoir, tube well, pump room, passageways, driveways, gardens, parkways and generator room and other spaces and facilities whatsoever required for the establishment, location, enjoyment, provision, maintenance and/or management of the proposed building(s) and/or common facilities or any one of them as the case may be.

1.4 **COMMON PURPOSE** shall mean and include the purpose of maintaining the proposed premises and the said proposed 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 Shops/Unit/ and common use and enjoyment thereof.

1.5 **CO-OWNERS** according to the context shall mean all the buyers/owners who from time to time have purchased or agreed to purchase and taken

possession of any Unit including the Vendor for those units, spaces, rooms, parking areas etc. not alienated or agreed to be alienated by the Vendor.

1.6 **COMMON AREAS AND INSTALLATIONS** shall mean and include the areas of installations and facilities comprised in the proposed Premises as mentioned and specified in the **THIRD SCHEDULE** hereunder written and expressed or intended by the Vendor for common use and enjoyment of the Co-owners. **But** shall not include any open terrace on any floor of the New Proposed building attached to any Shop/unit and also shall not include the parking spaces at or within the premises which the vendor may use or permit to be used for parking of motor cars and other vehicles and also shall not include the S. Rooms on the ground floor of the said building premises. The vendor shall have the absolute right to deal with the same, to which the purchaser hereby consents.

1.7 **COMMON EXPENSES/ THE MAINTENANCE EXPENSES** shall mean the proportionate share of common expenses to be paid borne and contributed by the intending purchasers for rendition of common services briefly described and without limitation in **SIXTH SCHEDULE** hereunder written.

1.8 **PARKING SPACES** shall mean spaces in or portions of the basements of the new building and also spaces in the open compound at the ground level of the premises for parking of only one vehicle of small/medium size.

1.9 **PREMISES** shall mean ALL THAT the Premises, Namely, Dwarika City Centre, at situated at Majhaulia, Muzaffarpur, Bihar, more fully and particularly described in the FIRST SCHEUDLE hereunder written.

1.10 **PLAN** shall mean the proposed plan bearing **Building Plan No.** Muzaffarpur-26569/231/891/ **Dated** 14/5/2011 duly approved by the Muzaffarpur Municipal Corporation and shall include such modification or variation as may be made by the Vendor from time to time with prior sanction from the authorities concerned.

1.11 **HOUSE RULES/USER** shall mean the rules and regulations regarding the user/holding of the said Shop/Unit/Apartment as hereinafter stated.

1.12 **SALEABLE SPACE** shall mean the space in the proposed building available for independent use and occupation after making due provisions for common facilities and the space required thereof.

1.13 **THE SAID SHOP AND THE PROPERTIES APPURTENANT THERETO** shall mean all that the proposed **Shop No. _____ on the Third Floor** of the proposed building containing by admeasurements _____ **Sq.** (Super Built-up Area) **TOGETHER WITH** the undivided proportionate share in the land comprised in the said Premises attributable thereto **AND TOGETHER WITH** the undivided proportionate share in common parts portions areas and facilities and / or amenities more fully described in the SECOND SCHEDULE hereunder written.

1.14 **SUPER BUILT UP AREA** according to the context in relation to the said Unit or any other unit in the new proposed building shall mean and include :

a) the covered/plinth/built-up area of such unit and include the thickness of the external and internal walls thereof and columns therein **PROVIDED THAT** if any wall or column be common between two units, then one half of the area under such wall or column shall be included in the area of each such unit and if any open terrace is attached to any unit and transferred by the vendor with such unit then the area of such open terrace

b) Proportionate share of the area of the common areas and installations.

c) Overhead water tank

d) septic tank

e) lift machine room

f) Plumbing ducts

g) Boundary wall

h) and all other common areas not mentioned hereinabove

1.15 **"PROPORTIONATE" OR "PROPORTIONATELY" OR "PROPORTIONATE SHARE"** according to the context shall mean the proportion in which the super built up area of any unit may bear to the super built up area of all units in the new proposed building **PROVIDED THAT** where it refers to the share of the purchaser or any co owner in any rates and/or Sales Tax, VAT, Service Tax and any other Tax amongst the common expenses then such share of the whole shall be determined on the basis, such rates and/ or taxes are being respectively levied.

1.16 **SAID UNIT"** shall mean the Unit being a Shop on a portion of the New Proposed building more fully and particularly mentioned and described in

the **SECOND SCHEDULE** hereunder written TOGETHER WITH the open terrace, if any, attached thereto and if so specifically mentioned in the **SECOND SCHEDULE** hereunder written **AND TOGETHER WITH** proportionate, undivided, indivisible, impartible and variable share in the Common Areas and Installations and wherever the context so includes or permits shall include the right of parking motor car, if purchased, at the Parking Space on the basement of the said premises as mentioned and described in the within stated **SECOND SCHEDULE** and wherever the context so intends or permits shall also include the said share in the said premises.

1.17 **TRANSFER** with its grammatical variations shall include a transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in a multi storied proposed building to purchaser (s) thereof although the same may not amount to a transfer in law.

1.18 **TRANSFREE** shall mean a person to whom any space in the proposed building has been transferred.

1.19 **MASCULINE GENDER** shall include feminine gender and vice versa.

1.20 **SINGULAR GENDER** shall include plural number and vice versa.

1.21 **HOLDING ORGANISATION** shall mean the Association or the Holding Organization of all shop holders of the proposed building. The shop owners of all the shops of the proposed building including the said purchaser as the Owner of the said shop hereby to be sold shall form and will join and be members of the said organization. The said Holding Organization/Association shall be formed by the said vendor upon sale and transfer of all the shops in all the proposed buildings and on payment of all amounts due and payable by the shop purchaser in the respective proposed buildings payable towards the price of the said shop and also other deposits and security in terms of this Agreement and also upon all shop purchasers in the proposed building having taken possession of the respective shops and/or will be deemed to have taken possession of the said shops and the said Holding Organization/Association shall take over management and maintenance and administration and repairs of the common portions of the respective proposed buildings and also of the common portions in the proposed building **AND** the Holding Organization/Association shall remain in control, management, maintenance and administration thereof. The purchaser shall

pay proportionately to the said Association the proportionate share of the costs and expenses for the management, maintenance and administration, repairing and up-keeping of the common portion and other expenses necessary in respect of the said Proposed building .

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 at 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 Purchaser 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) 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.

vi) 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.

vii) The headings in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement.

viii) The Schedules shall have effect and be construed as an integral part of this agreement.

ARTICLE III – COMMENCEMENT

3.1 This Agreement has commenced and / or shall be deemed to have commenced on and with effect from the date of execution of this Agreement.

ARTICLE IV – WARRANTIES AND CONFIRMATION BY THE PURCHASER

4.1 At or before execution of this Agreement the Purchaser confirm/s that he / she/it/they

i) is/are fully satisfied as to the title of the Owner.

ii) has/have inspected the plan sanctioned Muzaffarpur Municipality and consents that the Vendor shall be entitled to have the said plan altered and / or modified which may be recommended by the Architect and / or any statutory body or authority.

iii) has/have inspected the site.

iv) is/are fully satisfied as to the super built up area forming part of the said Shop/Unit/Apartment.

v) is/are fully satisfied in respect of the materials and / or specification to be used in construction erection and completion of the said new building and / or Shop / Unit/ Apartment.

ARTICLE V – SALE AND TRANSFER

In consideration of the various amounts to be paid by the Purchaser and subject to Purchaser's performing and observing all the conditions and covenants to be performed and observed on the part of the Purchaser, the Vendor has agreed to sell and transfer ALL THAT the **Shop No. T-06 on the Third Floor** of the building now in course of construction at the said Premises TOGETHER WITH the undivided proportionate impartible share in the land comprised in the said Premises attributable thereto more fully and particularly described in the SECOND SCHEDULE hereunder written and Together with the undivided proportionate share in the common parts and portions more fully and particularly described in the THIRD SCHEDULE hereunder written, hereinafter collectively referred to as the said **Shop AND THE PROPERTIES APPURTNANT THERETO**.

ARTICLE VI – CONSIDERATION / PAYMENT

6.1 That the total consideration for the above mentioned property has been fixed at Rs- _____/ only and out of the said consideration amount the vender has confirmed that the vendee has paid Rs-_____/ through Cheque no-_____ dated _____ of _____ a sum of Rs-_____/ to vendor and the vendor acknowledges receipt of the same.

6.2 The entirety of the consideration amount will be paid to the Vendor and all amounts paid to said Vendor shall be a complete discharge of the obligation of the Purchaser to make payment under this agreement and / or in respect of the said Shop/Unit/Apartment.

6.3 In addition to the aforesaid consideration the Purchaser has also agreed to pay to the Vendor various amounts more fully and particularly mentioned and described in the SIXTH SCHEDULE hereunder written and payment of such amounts shall be made at or before taking over possession of the said Flat/Unit/Apartment and in addition the Purchaser agreeing to make payment of the charges in respect of:

a) Charges for providing any additional work in or relating to the said Shop / Unit /Apartment at the request of the Purchaser and for providing any additional facilities or utility for the said Shop/ Unit / Apartment, IT BEING EXPRESSLY AGREED THAT in the event of requiring the Vendor to carry out any additional work into or upon the said Shop/Unit/Apartment intended to be acquired by the Purchaser the same will be done upon payment of the amount required to be incurred for carrying out such additional work to the said Vendor.

b) All betterment fees, taxes and other levies charges i.e. Vat and Service Charges imposed by the government or any other authority relating to the said Premises and / or the said Shop / Unit shall be paid and borne by the Purchaser proportionate to his/her interest therein and those relating only to the said Shop/Unit/Apartment shall be borne solely and conclusively by the Purchaser.

c) Proportionate share of any additional facility or amenity provided for in the said New Building for the benefit of all the Shop / Unit /Apartment holders.

6.4 Time for payment being the essence of the contract. In the event of any default on the part of the Purchaser in making payment of any of the amounts

agreed to be paid in terms of this Agreement the Vendor shall be entitled to claim interest at the rate of 18% per annum on the amount remaining outstanding subject to what is provided hereinafter.

6.5 In the event of any default on the part of the Purchaser in making payment of any of the amounts in terms of this Agreement and if such default shall continue for a period of thirty days from the same becoming due, the Vendor shall be entitled to and are hereby authorized to determine and / or rescind this Agreement and forfeit a sum equivalent to 10% of the consideration amount as and by way of predetermined liquidated damages and the Purchaser hereby consents to the same and refund the balance upon the Vendor entering into an agreement for sale with another person in respect of the said Shop/Unit/Apartment. Upon such termination, the Vendor shall refund entire amount to the Purchaser the amount advanced to it and the Purchaser shall cease to have any right or claim under this Agreement and/or in respect of the said Shop/Unit/Apartment and the Vendor 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 Purchaser and the Purchaser hereby consents to the same.

6.6 The Purchaser agrees and covenants not to claim any right or possession over and in respect of the said Shop/Unit/Apartment till such time the Purchaser has made and / or deposited all the amounts herein agreed to be paid or deposited by the Purchaser.

6.7 It is hereby agreed and declared that the Purchaser has agreed and committed to make payment of the amounts payable in terms of these presents and it shall not be obligatory or necessary on the part or the Vendor to serve any notice or demand on the Purchaser.

ARTICLE VII – CONSTRUCTION AND COMPLETION

7.1 The Vendor shall construct erect and complete the said building and / or the said Shop / Unit/Apartment with such materials and / or specifications (more fully and particularly mentioned and described in the FIFTH SCHEDULE hereunder written) or as shall be recommended by the Architect and the Purchaser has agreed not to raise any objection whatsoever or howsoever. The Company reserves its right to alter the same generally or in respect of the Commercial Complex or the services in

accordance with law or statutorily required to do so. But the builder finished the common area only and handover the shop with shutter only.

7.2 The said Shop/Unit/Apartment shall be constructed in accordance with the said Plan duly sanctioned by the authorities concerned with such modifications or alternations as may be deemed fit and proper by the Vendor or the Architect or as may be required by the authorities concerned and the Purchaser hereby consents to the same and hereby further agree not to have or raise any objection in the Vendor and / or the Architect making such alterations or additions including addition of further floor/floors. The present Building Plan may have to be altered and/or modified from time to time in the event of any addition of development on adjoining land or addition of further floors in the various blocks and the Purchaser will be deemed to have consented to the same.

7.3 The Purchaser 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.

7.4 During the period of construction and at all times the said Shop/Unit/Apartment shall be at the sole risk of the Vendor.

7.5 Unless prevented by circumstances beyond the control of the Vendor, the said Building would be completed by October 2017 + 6 months Grace Period (hereinafter referred to as the **COMPLETION DATE**).

7.6 Before the date of possession of the said Shop/Unit/Apartment the Purchaser/s agrees and covenants:-

7.7 To pay to the Vendor 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. IT BEING EXPRESSLY AGREED that if in event of any addition and / or alteration being made which results in causing change and / or deviation of the sanctioned plan all costs charges and expenses for regularizing the same will be paid borne and discharged by the Vendor and in addition to the above the Purchaser will be liable as hereinbefore stated to make payment of such amounts which may be required to be incurred for causing such additions and / or alterations.

7.8 To deposit amounts free of interest with the Vendor for the purpose and subject to the conditions mentioned.

7.9 Immediately after the said Commercial apartment is ready and made fit for use (and in this regard the decision of the Architect shall be final and binding) the Vendor shall serve a notice on the Purchaser and within 15 days from the date of such notice (hereinafter referred to as the POSSESSION DATE) the Purchaser shall be deemed to have taken over possession of the said Shop/Unit/Apartment for the purpose of making payment of the common expenses and maintenance charges PROVIDED HOWEVER in no event the Purchaser shall be entitled to claim physical possession of the said Shop/Unit/Apartment until such time the Purchaser has made full payment and / or deposited all the amounts payable by the Purchaser to the Vendor and the Vendor shall not be liable to deliver possession of the said Shop/Unit/Apartment until such time the Purchaser has made full payment of the amounts agreed to be paid by the Purchaser/s in terms of this Agreement.

7.10 From the Date of Possession the Purchaser shall be liable to and agree to pay and contribute the proportionate share of multi-storied taxes and other taxes at present, and service tax @ 3.09%, Vat @ 1% or as applicable and all other statutory outgoings payable presently or which may be imposed or levied in future in respect of the said shop/Unit/Apartment and proportionately for the whole building and premises regularly and punctually whether actual physical possession of the said shop/Unit/Apartment is taken or not by the Purchaser.

7.11 In no event the Purchaser shall be entitled to have any claim against the Vendor if the said New Building and the said Shop/Unit/Apartment are not completed within the completion date, if the Vendor is prevented from any circumstances beyond the control of the Vendor and the certificate of the Architect in this regard shall be final and conclusive and binding on the parties.

ARTICLE VIII – HOUSE RULES/USER AND OTHER OBLIGATION

8.1 Upon full payment of all the amounts the Purchaser shall be put in possession of the said Shop/Unit/Apartment.

8.2 As from the date of possession of the said Shop/Unit/Apartment the Purchaser agree and covenant-

(a) To co-operate with the other co-purchasers and the Vendor in the management and maintenance of the said New Building.

(b) To observe the rules framed from time to time by the Vendor and upon the formation of the Holding Organization.

(c) To use the said Shop / Unit/Apartment and / or other lawful purposes and not for any illegal and / or immoral purposes without the consent in writing of the Vendor i.e. without permission the vendee cannot open the shop of wine shop and Beauty Parlor in the said premises.

(d) To allow the Vendor with or without workmen to enter into the said Shop/ Unit/Apartment for the purpose of maintenance and repairs but only with 48 hours prior notice in writing to the Purchaser.

(e) To pay and bear the common area Maintenances and other outgoings and expenses since the date of conveyance and also the rates and taxes for the said Shop/Unit/Apartment and proportionately for the new building and / or common parts/areas and wholly for the said Shop/Unit/Apartment and /or to make deposits on account thereof in the manner mentioned hereunder to the Vendor 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 Shop/Unit/Apartment has been taken or not by the Purchaser. The said amounts shall be paid by the Purchaser without raising any objection thereto regularly and punctually within 72 hours to the Vendor and upon formation of the Holding Organization to such Holding Organization.

(f) To deposit the amounts reasonably required with the Vendor 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 relation to the said Shop/Unit/Apartment wholly and proportionately relating to the common parts.

(h) Not to subdivide the said Shop/Unit/Apartment and / or the parking Space if allotted or any portion thereof.

(i) Not to do anything or prevent the Vendor 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 Purchaser's enjoyment of the said Shop / Unit / Apartment.

(j) To maintain or remain responsible for the structural stability of the said Shop/Unit/Apartment and not to do anything which can affect the structural stability of the building.

(k) Not to do or cause anything to be done in or around the said Shop/Unit/Apartment which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said Shop/Unit/Apartment or adjacent to the said Shop /Unit / Apartment 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 damaged or demolished the said Shop / Unit / Apartment 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 Shop/Unit/Apartment which in the opinion of the Vendor differs from the colour scheme of the building or deviation or which in the opinion of the Vendor 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 shop/Unit/Apartment 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 shop/Unit/Apartment 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 Vendor and with the sanction of the authorities concerned as and when required.

(q) Not to use the said shop/Unit/Apartment or permit the same to be used for any purposes except for business and lawful purposes and shall not use for the purpose which may or is likely to cause nuisance or annoyance to co-purchasers/occupiers of the other portions of the said building or buildings or to the owners and occupiers of the neighbouring premises or for any illegal or immoral purpose 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 any car, vehicle on the pathway or open spaces of the building or at any other place except the space allotted to Purchaser and shall use the pathways as would be decided by the Vendor.

(u) To abide by such building rules and regulations as may be made applicable by the Vendor 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.

(v) Not to restrict the full and unrestricted enjoyment of the easements to any other owner/ occupier of the apartment and/or Car Parking Space.

(w) The Vendor however reserves the right on the Roof to the extent of installation and / or erection of hoardings, neon signs and other

signage's on the said Roof and on such parts or portions thereof wherever the Vendor deems fit and / or appropriate and all amounts which may become payable and / or receivable shall absolutely belong to the Vendor and the Purchaser hereby acknowledges that the Purchaser has no right in respect thereof EXCEPTING THAT of the remaining areas where on the Water reservoir, open space and Lift Well, Lift Machine Rooms and other installations are situated, the same shall be deemed to remain for common purposes. Keeping in view the security concern of the Building, the Roof shall remain under the control of the Vendor and/ or Management Company appointed and / or nominated by the Company, for maintenance of the Commercial Building (Facility Management Company) with the right to access to individual of building for necessary purposes.

(x) It is clarified and expressly agreed and understood that notwithstanding anything herein contained all other rights directly and/or indirectly attached to and of and in the said property and related to the said property including its further or future development by use of additional FAR as also of the open terrace above the top floor of the said building as also all the direct and indirect benefits attached to the said property shall always remain the personal and exclusive property of the Vendor and the Vendor is and shall always be entitled to and at liberty to exclusively utilize the said rights as also to the exclusive use of the said open terrace for themselves or to transfer, sell and dispose of the rights to the said terrace or portion or portions thereof to any other person. The purchaser shall not be entitled to raise any objection to such exclusive use or transfer by the Vendor of the open terrace. The only obligation of the Vendor shall be to provide in or above the open terrace space for water storage tank and/or for lift machinery and to permit restricted access thereto to the Association/society/holding organization to be formed by the purchaser.

(y) **PREMISES RULES** :

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 Shop/Unit/Apartment in the Building.

i) No Purchaser 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.

ii) Each Owner shall keep such Shop/Unit/Apartment in a good state of preservation and cleanliness and shall not throw or permit to be thrown their thereof any dirt or other substances.

iii) 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 Vendor.

iv) Neither any 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 Vendor nor shall anything be projected out of any window of the Building without similar approval.

v) Water-closets and other water apparatus in the Building shall neither 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.

8.3 Until formation of such Holding Organization the Vendor shall manage and maintain the said building and the common parts thereof.

8.4 The Purchaser hereby agrees that:

(a) The Purchaser shall pay regularly and punctually within 7th day of every month the common expenses as described in the SIXTH SCHEDULE hereunder written at such rate as may be decided, determined and apportioned by the Vendor to be payable from the date of possession to the Vendor 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.

(b) The proportionate rate payable by the Purchaser for the common expenses shall be decided by the Vendor from time to time and the Purchaser shall be liable to pay all such expenses wholly if it relates to

the Purchaser's Shop/Unit/Apartment only and proportionately for the building as a whole. The statement of account of the apportionment of the charges as prepared by the Vendor shall be conclusive and final. The Purchaser 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 Vendor 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 Vendor and the Purchaser shall not be entitled to raise any objection thereto and hereby consents to the same.

(c) After the formation of the Holding Organization the Purchaser shall pay such amounts for the aforesaid purpose as may be fixed and determined by the Holding Organization.

(d) So long as each Shop/Unit/Apartment in the said Premises shall not be separately mutated and separated the Purchaser 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 Vendor from the date of possession. Such proportion is to be determined by the Vendor on the basis of the area of such Shop/Unit/Apartment in the said Building.

(e) If the Purchaser fails to pay the aforesaid expenses or part thereof within time as aforesaid the Purchaser shall be liable to pay interest at the rate of 15% per annum on amount outstanding and further that if such default remains unpaid for sixty days, the Vendor or upon formation of Holding Organization, Such Holding Organization shall be at liberty to disconnect and / or suspend all common services attached to the Purchaser's Shop such as electricity connection, use of lifts, 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.

ARTICLE IX – HOLDING ORGANISAITON – MAINTENANCE CHARGES

9.1 Immediately upon completion of the said New Building or soon thereafter the Vendor shall cause a Holding Organization, which may be a Syndicate, Association, Company, Society or Committee of the Flat/Unit/Apartment Owners (hereinafter referred to as the HOLDING ORGANISATION) with such rules and regulations as shall be determined by the Advocates and Solicitors of the Vendor and such Holding Organization will take control and will be entitled to hold the common parts and portions including the installations in the said new building and shall be responsible for rendition of common services (such common services more fully and particularly mentioned and described in the THIRD SCHEDULE hereunder written) and the Purchaser has agreed to become a member of such Holding Organization and in any event this Agreement shall be treated as the consent of the Purchaser to become a member of such Holding Organization and will be bound by the Rules and Regulations as may be framed by such Holding Organization.

9.2 The Purchaser consents that only the Vendor shall be entitled to constitute such Holding Organization with such terms and conditions as the Vendor may think fit and proper and the Purchaser agrees to abide by such rules and regulations.

9.3 The Purchaser shall regularly and punctually make payment of the maintenance charges as may be determined by the Holding Organization and until such time such Holding Organization is formed the Purchaser shall be liable and agrees to make payment of such maintenance charges month by month and every month regularly and punctually to the Vendor without raising any objection whatsoever or howsoever.

9.4 The Purchaser acknowledges that payment of the said maintenance charges is essential for maintaining the decency of the said new building and also for the purpose of rendition of common services and in the event of there being any default on the part of the Purchaser to make payment of such maintenance charges, though it may amount to contractual imbalance the Vendor and upon formation of such Holding Organization, the Holding Organization shall be at

liberty to disconnect and / or suspend all common services attached to the Purchaser's Shop/Unit/Apartment 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.

ARTICLE X – SINKING FUND

10. It has been agreed between the Vendor and the Purchaser that the decency of the building is to be maintained and taking into account the kind of construction and for the aforesaid purpose it has been agreed to have a Sinking Fund to be created for the purpose of meeting the capital expenses and other incidentals thereto which may be necessary from time to time in respect of the said building.

ARTICLE XI – DOCUMENTAITON AND PROFESSIONAL CHARGES

11.1 Mr. Prashant Prakash of Sector-4, Ramnagri, P.O-Ashiananagar,Patna-800001, has prepared this Agreement and shall draw all papers, documents and drafts required for and / or in connection with the various common purposes relating to the said building and formation of the Holding Organization as envisaged herein and such documents containing covenants to be observed on the part of the parties hereto as in the sole discretion of the said Advocate be determined to be reasonable and the costs and expenses of the same shall be borne and paid by the Purchaser proportionately with the other Shop/Unit/Apartment owners and such costs and expenses shall be paid by the purchaser before taking physical possession of the said Shop/Unit/Apartment the Purchaser despite his/her/its obligations to pay the remuneration and fees to the said Advocate shall be at liberty to consult any other lawyer/advocate for any independent advice PROVIDED HOWEVER such consultation for independent advice will not absolve the Purchaser of his/her/its liability to pay the remuneration as herein provided to Mr. Prashant Prakash. The fees and / or legal charges of the Advocates for preparation of this Agreement and the Sale Deed to be executed in pursuance hereof which shall be Rs. 20,000/- (Rupees Twenty Thousand Only) out of which Rs. 5,000/-

(Rupees Five Thousand Only) shall be paid by the Purchaser to the Advocates by Account Payee cheques/cash on or before the execution hereof and the balance Rs. 15,000/- (Rupees Fifteen Thousand Only) on the deemed date for possession or the date of execution of the Deed of Conveyance in respect of the said Unit, whichever be earlier.

11.2 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 Shop/Unit/Apartment 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 Purchaser.

11.3 In case Vendor fails and / or neglect to execute and register necessary Deed of Conveyance in favour of the Purchaser or its nominee/s then the Purchaser will be entitled to specific performance and other reliefs subject to payment of entire consideration money.

ARTICLE XII– TERMINATION

12.1 The Vendor shall be entitled to terminate and / or rescind this Agreement if :

i) The Purchaser shall fail to make payment of the amounts due and payable in terms of this Agreement or

ii) Shall commit any breach of any of the terms and conditions herein contained and on the part of the Purchaser to be paid, performed and observed.

12.2 Then on the happening of any of the aforesaid events the Vendor shall be entitled to cancel and / or rescind and / or terminate this Agreement with or without assigning any reason and upon such termination and / or cancellation the Purchaser shall cease to have any right under this agreement or in respect of the flat/unit/apartment intended to be acquired by the Purchaser excepting that upon such termination the Vendor shall refund all amounts received from the Purchaser after deducting there from ten percent of the aggregate amount of consideration and such refund shall be made by the Vendor only after the Vendor has entered into an agreement for sale and transfer of the said Flat with any other person and / or persons.

ARTICLE XIII– FORCE MAJEURE

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

i) Fire.

ii) Natural calamity.

iii) Slow down or strike by labour/contractor/construction agencies employed or to be employed.

iv) Local problem and / or local disturbance.

v) Any prohibitory order from the court, statutory agency, Municipality, Corporation or any other authorities.

vi) Non-availability or irregular availability of essential inputs.

vii) Non – availability of water supply or sewerage disposal connection.

viii) Failure on the part of CESC/WBSEB for supply of electricity/ power/transformer.

ix) Failure on the part of lift Vendor for supply and commissioning of lift/ elevator.

x) Any other reason beyond control of the Vendor.

xi) Any delay in getting Completion Certificate from the Competent Authority.

ARTICLE XIV – MISCELLANEOUS

14.1 It is hereby expressly agreed and declared that the dominance of the parties hereto is to sell and transfer the said Shop/Unit/Apartment to the Purchaser in terms of this agreement and it is not the intention for this agreement, be construed to mean, rendering any services.

14.2 The right of possession of the Purchaser in respect of the said Shop/Unit/Apartment shall arise only upon the Purchaser's fulfilling all the obligations as are contained in this agreement.

14.3 The Purchaser shall not be entitled to transfer, let out, mortgage, grant lease in respect of the said Shop/Unit/Apartment without the consent in writing of the Vendor till such time the Purchaser has fulfilled all the obligations and the possession of the said shop/Unit/Apartment has been obtained by the Purchaser.

14.4 It is agreed that the Purchaser within the 12 months from the date hereof is not entitled to assign and / or transfer his/her/its rights under this Agreement relating to the said shop/Unit/Apartment to any party including the Vendor.

14.5 It is agreed that in the event the Purchaser intends to assign and / or transfer his/her/it rights relating to the said Shop/Unit/Apartment under this agreement shall first offer to the Vendor herein to repurchase/reacquire the rights agreed to be assigned and / or transferred under this agreement in favour of the Purchaser at the market value of the said Shop/Unit/Apartment or such value for which the parties herein agreed to and it is only upon refusal in writing by the Vendor within 15 days from the date of offer by the Purchaser (hereinafter referred to as 'OPTION NOTICE' the Purchaser 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 Purchaser to the Vendor in terms of this Agreement and it is hereby further agreed that the Purchaser will be entitled to sell transfer assign the rights title and interest in the said Shop/Unit/Apartment to the third party only at the price and the terms and conditions at which the purchaser have offered the same to the Vendor.

14.6 It is also agreed that in the event only after the Vendor herein refused to repurchase / reacquire the rights relating to the said Shop/Unit/Apartment agreed to be assigned and / or transferred under this agreement in favour of the Purchaser for whatsoever reason, the Purchaser may assign and/or transfer his/her/its/their rights relating to the said Shop/Unit/Apartment under this agreement to any third party only upon the payment of the charges/fees for the documentation a sum of Rs. 1, 50,000/- lump sum on such assignment / transfer hereinafter referred as the TRANSFER FEES to the Vendor and simultaneously the Vendor 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 Purchaser herein.

14.7 The right of the Purchaser shall remain restricted to the said shop/Unit/Apartment and in no event the Purchaser shall be entitled and

hereby agree 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.

14.8 It is hereby agreed and clarified that the right of the Purchaser shall remain restricted to the said shop/Unit/Apartment and proportionate share in all common parts portions areas and facilities and the Purchaser 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 Vendor deciding to make any further constructions on any other parts and portions of the said Premises the Purchaser shall agree not to raise any objection.

14.9 The Building at the said premises shall be known by the name of Dwarika City Centre and the said name shall not be changed under any circumstances.

14.10 The Purchaser shall be liable and agree to make payment of the amounts payable on account of the Service Tax / Sales Tax/ VAT or any other statutory liability in respect of the said flat without raising any objection whatsoever or howsoever. The Service Tax has been charged only on the flat value as per current prevailing Service Tax rates. The Purchaser shall be liable to pay the said amount of service tax as well as any other outgoing relating to service tax, if imposed in future, in case of any change in the rates for the same.

14.11 This Agreement is being signed in duplicate and each of them would be treated as the original. The Purchaser has assumed the obligation to cause this Agreement to be stamped and registered at his/her/its/their own cost and the Vendor will remain present for the purpose of presenting this Agreement for registration in the event of the Purchaser 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 Purchaser.

14.12 The Purchaser shall bear and pay for the Stamp Duty and registration charges. It shall be the responsibility of the Purchaser to get the Agreement registered and the Vendor will appear before the authorities for admitting the registration of this Agreement. The Purchaser shall be liable to pay the Stamp Duty and registration charges for the execution and registration of the Deed of Conveyance.

14.13 This Agreement is personal and the Purchaser shall not be entitled to transfer, let out, mortgage, grant lease in respect of the said Shop/Unit/Apartment without the consent in writing of the Vendor until such time the full amount of consideration has been paid by the Purchaser to the Vendor and the Purchaser performing and observing all the other terms and conditions herein contained and on the part of the Purchaser to be performed and observed PROVIDED HOWEVER after the full payment of the entire consideration amount the Purchaser shall be entitled to let out, grant, lease and / or mortgage and / or in any way deal with the said Shop/Unit/Apartment for which no further consent of the Vendor shall be required.

14.14 For the purpose of acquiring the said Shop/Unit/Apartment in the aforesaid Building the Purchaser will be entitled to apply for and obtain financial assistance from banks and other financial institutions but in no event the Vendor 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.

14.15 The Vendor and the Purchaser has entered into this Agreement purely on principal to principal basis and nothing stated herein shall be deemed to constitute a partnership between the Vendor and the Purchaser or to be construed as a joint venture or joint ventures between the Purchaser and the Vendor nor shall the Vendor and the Purchaser constitute an association of persons. Each party shall keep the other party duly indemnified from and against the same.

14.16 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 Purchaser acknowledges upon signing this agreement no conditions, stipulation, representations, guarantees or warranties have been made by the Vendor 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.

14.17 This Agreement supersedes all other agreements arrangements, understanding or brochure and in no event the Purchaser shall be entitled to set up any oral Agreement.

14.18 The Purchaser has agreed to keep in deposit an amount as and by way of Sinking Fund / Development Fund with the Vendor/ 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 Purchaser of the various shop/Unit/Apartment of the said Building at the said Premises.

ARTICLE XV – NOTICE

15.1 All notices to be served hereunder by either of the parties to the other shall be deemed to have been served on the 10th day of the date the same has been delivered for dispatch to the postal authority by registered post with acknowledgement at the last known address of the parties hereto.

ARTICLE XVI – ARBITRATION

16.1 All disputes and differences between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents or determination of any liability shall be referred to sole arbitration of Mr. Prashant Prakash, Advocate, of Sector-4 Ramnagri, P.O- Ashiana Nagar, Patna-800025 in accordance with the provisions of the Arbitration and Conciliation Act 1996 or any other modification or enactment thereto for the time being in force.

16.2 The Vendor and the Purchaser 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.

16.3 The Arbitrator shall have summary powers.

16.4 The Arbitrator shall have the right to give interim awards and directions.

ARTICLE XVII – JURISDICTION

17.1 Courts at Patna 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 PREMISES)

ALL THAT piece and parcel of land measuring more or less 108 Decimal, bearing Thana No. 333, Khata No. 41, 46,255, 53, 54, 195, Plot No. 316, 317, 318, 319, 332, 335 & 336, situated at Mauza- Majhouli Khetal, Thana- sadar, District- Muzaffarpur, within the Jurisdiction of District Sub Registry Office- Muzaffarpur and butted and bounded as follows:-

BOUNDARY

ON THE NORTH : Road

ON THE SOUTH : N.H. Road

ON THE EAST : Hind Keshri

ON THE WEST : Suman Devi

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

THE SECOND SCHEDULE ABOVE REFERRED TO

(THE SAID PROPOSED FLAT AND THE PROPERTIES APURTEMENT THERETO)

ALL THAT the Shop/Unit in or portion of the New building being **Shop No._____ on the ----------Floor** containing a Super built-up area of _____ **Sq. ft.** more or less on a portion on the **_____ FLOOR** in the New building now known as ***'Dwarika City Centre'*** at the said premises **TOGETHER WITH** proportionate undivided and demarcated indivisible impartible share in the Common Areas and Installations mentioned and described in the **Third Schedule** hereunder written attributable to the said Unit **AND TOGETHER WITH** proportionate undivided undemarcated indivisible impartible share in the land described and mentioned in the **First Schedule** hereinabove written attributable to the said Unit .

THE THIRD SCHEDULE ABOVE REFERRED TO

(Common Parts and Portions)

1. The foundation, columns, beams, support, corridors, lobbies, stair, stairways landings, entrances, exits and pathways.

4. Transformer, electrical wiring, meters, fittings and fixtures for lighting the staircase lobby and other common areas excluding those as are installed for any particular shop/Unit/Apartment and spaces required therefore.
5. Passenger lifts/ elevators/escalators with all machineries, accessories and equipments (including lift machine rooms) and lift wells for installing the same and lift lobbies on all floors.
6. Electrical Sub-Station, Electrical Control Panels and accessories, subject to necessary permissions.
7. Water Pump and common pumping installations for pumping of water from underground water tanks to the reservoirs on the roof.
8. Standby diesel generator set for common lights as well as for operation of lifts and pumps during power failure and room/space therefore.
9. Drainage and Sewerage evacuation pipes from the Units to drains and sewers common to the New Building.
10. Outer walls of the New Building, foundation, Boundary Walls and Main gate to the New Building and the premises.
11. Overhead Water Tank and underground water reservoir with distribution pipes there from connecting to different Units, if any, and from the underground water reservoir to the over-head water tanks.
12. Such other common parts, areas, equipments, installations, fixtures, fittings, covered and open space in or about the said Premises and / or the building as are necessary for passage to or use and occupancy of the Flat/Unit/Apartment as are necessary.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Consideration Amount)

PART – I

The consideration payable by the Purchaser to the Vendor for sale of the said Unit and proportionate undivided share in the common areas and installation and the said share in the said premises shall be as follows:-

Consideration money for the said Shop/Unit **Rs._____/-**

(Rupees ----------only)

* Excluding Service Tax which shall be payable by the Purchaser to the Vendor, as applicable, as per prevailing rates.

PART – II

The amount mentioned in **PART-I** hereinabove shall be paid by the Purchaser to the Vendor in instalment as follows:

1	At the time of Booking	--	30	%
2	Up to Lower Basement	--	7	%
3	Up to upper Basement	--	7	%
4	Up to Ground Floor	--	7	%
5	Up to First Floor	--	7	%
6	Up to Second Floor	--	7	%
7	Up to third Floor	--	7	%
8	Up to Fourth Floor	--	7	%
9	Up to Fifth Floor	--	7	%
10	Up to Sixth Floor	--	7	%
11	At the time of Possession	--	7	%
	Total		100	%

2) Time for payment shall always be the essence of these presents.

3) All payments shall be paid at the registered office of the Vendor and all cheques shall be payable in favour of **M/S. SAMRAT VIJAY CONSTRUCTION PRIVATE LIMITED** against proper receipts being granted by the Vendor, it being expressly agreed that the Purchaser shall not be entitled and agree not to set up any oral agreement regarding the payments and due performance and observance of the terms and conditions herein contained or regarding any verification or modification of the terms and conditions herein contained unless confirmed by the Vendor as the case may be in writing.

4) The Purchaser has also agreed to pay to the Vendor in addition to the consideration hereinabove proportionately all applicable statutory outgoings and expenses, including all charges and costs for any alterations in the said Unit or any other extra facilities / specifications in construction etc. which the Vendor may on a later date decide to provide which is presently not taken into consideration.

5) In addition to the aforesaid consideration, the Purchaser shall also deposit with the Vendor the amounts (details of which are mentioned in the SIXTH SCHEDULE hereunder written) and payment of such amounts shall be made at or before taking possession of the said Unit.

6) In the event of non payment of any of the amounts agreed to be paid by the Purchaser, the Purchaser shall be liable and the Vendor shall be entitled to interest a the rate of 18 % per annum and this will be without prejudice to any of the other rights and contentions which the Vendor may have against the Purchaser including the right of termination of this Agreement as hereinbefore provided.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(Maintenance Charges)

1.MAINTENANCE : All costs and expenses for maintaining, white-washing, painting, repainting, repairing, renovating, redecorating, renewing and replacing the main structure, all the Common Areas and Installations common machineries, equipments installations and accessories for common services utilities and facilities (including the outer walls of the New Building) gutters and water pipes, drains and electric cables and wires in, under or upon the New Building, staircase of the New Building and the boundary walls of the New Building.

2. **OPERATIONAL:** All expenses for running and operating, working and maintenance of all machineries, equipments, installations and accessories for common facilities and utilities (including generator, lifts, water pump with motor etc.) and all costs for cleaning and lighting the main entrance passage, landings, staircase and other common areas of the New Building and keeping the adjoining side space in good and repaired conditions.

3. **STAFF:** The salaries of and all other expenses on the staff (including janitors/officers, clerks, bill-collector, liftman, chowkidars, sweepers, caretakers, electrician, plumbers and other persons) to be employed for the common purposes (including bonus and other emoluments and benefits).

4. **ASSOCIATION :** Establishment and all other expenses of the association or cooperative society (including its formation) and also similar expenses of the Vendor or any agency looking after the Common Purposes until handing over the same to the Association.

5. **TAXES :** Municipal and other rates, Sales Tax, VAT, Service Tax and any other Tax and levies and all other outgoings in respect of the said premises (save those assessed separately in respect of any unit).

6. **COMMON UTILITIES :** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.

7. **RESERVES :** Creation of funds for replacement, renovation and/or other periodic expenses

8**. OTHERS :** All other expenses and/or outgoings including litigation expenses as are incurred by the Vendor and/or the Association or Co-operative Society for the Common Purposes.

THE SIXTH SCHEDULE ABOVE REFERRED TO:

(Extra Charges & Deposits)

1) The full amount of Security Deposit and other costs payable to the BSEB, for giving direct electric meter in respect of the said unit and proportionate share of the total amount of Security Deposit and other costs payable to the BSEB for the electric meters for maintenance running and operating any common area or installation.

2) Costs, charges and expenses for electrical sub-station, H.T Line, wiring, cables and other related equipments and accessories including their installations, as per actual.

3) Costs, charges and expenses for generator and other related equipments and accessories including installation of the same for supply of power in each unit (including the said Unit) from such generator during power failure, as per actual.

4) Costs charges and expenses for formation of the Association as decided by the mutual consent of each owner.

6) Betterment fees, development charges and other levies Sales Tax, VAT, Service Tax and any other Tax duties and statutory liabilities that may be charged on the premises or the said Unit or on its transfer or construction in terms hereof partially or wholly, as the case may be.

7) In addition to the aforesaid Extras and Deposits the purchaser shall also pay the Service Tax on aforesaid Extras and Deposits as per prevailing service tax rates

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 SEALED AND DELIVERED
at Muzaffarpur in the presence of:
1.

2.

……

SIGNATURE OF VENDOR

…..……..……

SIGNATURE OF PURCHASER