AGREEMENT FOR SALE

THIS DEED OF AGREEMENT FOR SALE MADE THIS THE ---- DAY OF ----------TWO THOUSAND ----------.

BETWEEN

DANGI HERITAGE INFRATECH PRIVATE LIMITED, a registered company incorporated under the Companies Act, 2013. The CIN of the company is U45400BR2015PTC025573 dated 21st December Two Thousand Fifteen. The registered office is situated at Dangi Heritage Apartment, Ashiana Nagar Colony Road, P.O.- Ashiana Nagar, P.S.- Rajeev Nagar, Patna-800025 and represented through its Director's namely **SHRI SHATRUGHAN PRASAD SINHA,** son of Mr. Bindeshwari Kumar, resident of Newton Garden, Flat no. A/303, Murli Chak, Jagdeo Path, P.S.- Hawai Adda, Patna-800014 and **SHRI ARUN KUMAR DANGI** son of Mr. Sheo Sharan Singh, resident of Sheoram Kunj, Magadh Vikash Colony, Maury path, P.S.- Shashtri Nagar, Patna-800014 hereinafter referred to as BUILDER/ DEVELOPER of the **ONE PART**.

PAN No. AAFCD8085L Mobile No. 9835062297

AND

Name & address of the Purchaser with PAN card no., Hereinafter referred to as the BUYERS /PURCHASER (Which expression shall unless excluded by or repugnant to the context mean and include their successor, legal heirs and assigns) of the **OTHER PART**.

WHEREAS

The Builder have represented to the sell as follows:-

WHEREAS by virtue of the Registered Development agreement as Deed no. 12234 in Book no.1, Volume no. 288 on pages from 576 to 595, CD no. 45/ Year 2017 held on 20/12/2017 between Land owner Mrs. Sunita Rai wife of Mr. Chandrashekhar Rai both permanent resident of Village- Silhauri, Police Station- Madhaurha, Saran (Bihar) Indian citizen and above mentioned **DANGI HERITAGE INFRATECH PRIVATE LIMITED,**

the builder, has framed a scheme to Plan, Construct and Sell a Multi-Storied Building (Apartment) named **SHREE NARAYAN VATIKA** on the land fully described in **Schedule- A** of this document for residential purpose comprising of several Flats, Parking Space etc.

AND WHEREAS, the Builder being the Promoter and Developer of the aforesaid **SHREE NARAYAN VATIKA** are developing the aforesaid Multi-Storied building/ apartment on the said land and are entitled to dispose off the same at their own terms. The map of the aforesaid multi storied building/apartment **SHREE NARAYAN VATIKA** has been sanctioned/passed by Patna Metropolitan Area Authority vide Plan case no. PMAA/PRN/Pakri/Phulwarisharif/G+3/47/2018 dated 12/07/2018.

AND WHEREAS, the Buyer has inspected and/or otherwise satisfied his/her self about the title of the said owner of the said land and about the Right, Entitlement and interest of the Builder to Plan, Construct and the buyer is also aware of the fact that the Builder has entered and/or are entering into separate agreements with several other buyers and/or parties who are interested in purchasing/acquiring the proposed Flats, Parking Space etc. in the said multi storied building **SHREE NARAYAN VATIKA**.

NOW IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERE AS FOLLOWS:

I. The Builders have agreed to sell and the Buyer/purchaser fully relying on the above recited representations of the Builders, has agreed to purchase the said Flat, better described in the **Schedule-B** hereunder, at or for a total consideration as mentioned in **Schedule**-D hereunder written and the Builder has agreed to transfer the same in favour of Buyer at the said consideration on the terms and conditions hereinafter contained. The said consideration money paid towards the proportionate land value and construction costs of the said Building.

II. That the charges and expenses of Registration (execution of sale deed), any other service charges including GST and

documentation charges of the said flat shall be borne by the purchaser.

III. That any tax (including GST) or levy payable at present or in future by any act or legislation of State / Central Government shall be paid by the Buyer/purchaser over the above of total consideration mentioned in **Schedule-D** of the said flat.

IV. That the charges of government or local authorities for external or peripheral services levied in any respect and in any manner shall be payable by the Buyer/purchaser.

V. Every payment must be directed during working hours of Builder's Office. Builder shall not be responsible for receipt of payment through any other means. Local Cheques or Draft to be issued in favour of **Dangi Heritage Infratech Private Limited**.

VI. That the Buyer/ purchaser is required to pay money on or before due date as mentioned in **Schedule-D** hereunder. If Buyer fails to pay as shown in the payment plan in **schedule-D** hereunder, deferment exceeding fifteen days of default in payment of installment shall render the Buyer/purchaser liable for payment of damage / penal interest @2% per month for the entire period of deferment (minimum for 15 days).

VII. If the Buyer fails to pay all his dues along with interest within 45(Forty five) days from due date or Buyer committing breach of any of the term and conditions written in this agreement, the Builder shall be entitled at its own option to cancel/ terminate this agreement in which event all rights, title and interest of the Buyer over the said flat, mentioned in **Schedule-B**, shall stand cancelled and the Buyer shall have no further right, title and interest over the said flat and the Builder shall be entitled to takeover/ transfer/ sell the said flat to any other person/ persons. The Builder will refund the total consideration money received till the date of cancellation to the Buyer without any interest within 120 (One hundred twenty) days from the date of such cancellation.

VIII. That in case of voluntary withdrawal of allotment by the Buyer, a sum of ₹.25000/- (Rupees Twenty Five Thousand) only shall be deducted from the total consideration amount paid by the Buyer and the balance shall be refunded only after the same flat is re-allotted to another buyer/purchaser within 120 days from the date of such cancellation.

IX. That Builder/ Developer covenants with the Buyer that the construction of the said Building shall be completed on or before **July 2021** with a grace period of six months.

This period will be subject to "force majeure" such as earthquake, flood, riot, war, civil commotion, recession, fire, litigation, order of the court, Patna Municipal Corporation's sake, or any other act or commissions which are beyond the control of the Builder concerned in such case the loss of such time shall be added automatically with stipulated period.

X. That as soon as the flat will be completed and ready for possession, the Builder shall notify to the Buyer of the same. Within 30 days of the date of notice given to the Buyer by the Builder, the Buyer shall make full and final payment of all amounts becoming due from the Buyer to the Builder under this agreement.

XI. That the Buyer shall get the sale deed of flat, mentioned in Schedule-B, registered under District Registry Office, Patna before possession of the flat.

XII. That If the Builder is not able to give possession of the said flat to the Buyer on the above account or on account of any reasonable cause the Buyer shall not be entitled to any damage whatsoever, but he shall (if desired) be entitled to receive back the entire money paid by him to the Builder towards consideration of the said flat together with simple interest thereon @ 10% per annum from the date of such payment or payments until the date of repayment by the Builder. Also this should not be treated as voluntary withdrawal.

XIII. That Buyer shall at no time demand partition of his/her proportionate share in the said land or said building or in any part thereof. It is being hereby agreed and declared by the Buyer that his interest in the said land or said building or said **SHREE NARAYAN VATIKA** is non-partative.

XIV. That the Buyer covenants with the Builder and through them with the Buyer of other flats that he shall not ever demolish or cause to be demolished any part or portion of the said building made under the campus of **SHREE NARAYAN VATIKA**. The Buyer further covenants that he/she shall not make any additions or alterations to the said flat which causes disturbance/ problem to the neighbours (vertical or horizontal). The Buyer also agrees that he will take the previous consent in writing of the Management committee formed.

XV. That the Buyer shall follow and abide by the Bihar Apartments Ownership Act 2006 and other acts concerning this act notified so far.

XVI. That should the Builder be obliged to change the design / plan of the flat, the chargeable area and hence the price may vary and the Buyer/purchaser shall be required to pay accordingly.

XVII. That the Buyer/purchaser cannot project balcony and window grill outside of the wall.

XVIII. That all letters or notices send by the Builder to the Buyer/purchaser on PRESENT ADDRESS as mentioned in the application form shall deemed to be served unless the Buyer/purchaser informs in advance, through registered post with A/D about the change of his/her address, if any. The letters/ notices send by the Builder to the Buyer by registered post shall be sufficient proof of receipt of the same by the Buyer on the 10^{th} day from the date of dispatch.

XIX. That the allotment once made to the Buyer/purchaser is not transferable.

XX. That flat allotted shall not be used for unlawful activities or in such manner that may cause nuisance to inmates of building or to the

general public.

XXI. The common area shall jointly be used by all the owners of all the portions of the said building with equal entitlement to use all common areas and facilities intended for utilisation by the occupants of the said building on same terms and conditions applicable to all for such utilisation. No owner of any part of the said building will have any exclusive right, title and interest over the common areas and common facilities except the right of common use.

XXII. The Buyer shall keep the common area and the compound of the said building neat and clean and in proper condition and shall neither occupy, interfere, hinder or keep and store any goods, furniture etc. in common spaces, entrances, stair cases etc. nor shall use the same or the said flat for any illegal purpose or in the manner which may cause annoyance to the buyers of other flats in the building.

XXIII. The Buyer shall neither keep himself/ herself nor permit/allow anyone else to keep animals including pets like dogs, cats, cows etc. inside the flat or in the area common to the building.

XXIV. The fittings, fixtures and amenities to be made and provided by the Builder shall generally conform to the specification as mentioned in Schedule-C. This can be amended by the Architect or Builder for betterment. It is being agreed that after the delivery of possession the Buyer shall not be entitled to make any claim regarding any item of work.

XXV. It is agreed by both the parties that the Land Owner, whose land is better described in Schedule-A of this document and the Developer (Dangi Heritage Infratech Private Limited) will jointly be entitled to all permissible future vertical, and/or horizontal development/ exploration of the said property and the said building thereon, and the construction sharing, owing and selling of all such additional area will be shared by the said Land Owner and the said Builder as per their Development agreement. There is no objection by

the Buyer till that vertical/ horizontal development/ exploration is as per the rules and regulations of Patna Metropolitan Regulatory Authority or any authority concerned.

In case the entire building is required to be demolished or is raised as a result of natural calamity and the building becomes inhabitable, all flat owners' (including retained or unsold flats of Land owner and Developers) title holders to the building will have proportionate share of land. But no individual title holder is entitled to demolish his flat or building and demand his/her share in the land.

XXVI. The Builder/Developer shall form as it deems best a Managing Committee/ Co-operative Housing society/ Association of persons/ Body corporate, of all persons owing tenements, in the said building. The Buyer and their nominees shall become members of such an organisation formed by the Developer and the Buyer and their nominees respective agents, servants, licensees, tenants etc. shall be bound to abide by the rules and regulations as be framed by the such organisation from time to time, and they shall be bound to contribute towards the cost of formation of such organisation as well as to pay the regular maintenance charges as be fixed for the maintenance and management of the entire building complex.

XXVII. That in case of any dispute or differences between the parties arising out of relating to this agreement for sale, the same shall be amicably settled. If they fail the same shall be referred to the Arbitrators according to the provision of The Arbitration Act 1996. The Courts having original jurisdiction in the town of Patna alone shall have the jurisdiction in all matters relating to or arising out of this agreement.

SCHEDULE –A

Description of the land

All that piece and parcel of the land measuring an area of 6,067 Sft. (Six Thousand Sixty seven Square feet), situated at Pioneer Co-Operative Housing Society Limited, Mauza- Pakri, Survey Thana-

Phulwari Sharif, Survey Thana No. 31 (Thirty One), Tauzi no- 5341 (Five thousand Three hundred Forty One), bearing Khata no.-96 (Ninety Six), Survey Plot no.-413 (Four Hundred thirteen), Society Plot No.12 (Twelve), 13 (Thirteen), 13 New (Thirteen New), Police Station- Beur, District- Patna and which is within the jurisdiction of Patna Regional Development Authority, Patna (Now dissolved)/ Patna Municipal Regulatory Authority, under District Sub Registry office, Patna and District Patna and bounded as follows:

North : Branch Road South : Branch Road

East : Branch Road West : Branch Road

SCHEDULE-B

Description of the Flat and Reserve Car Parking

Boundary of Flat and Reserve car Parking

SCHEDULE-C

Specification of the SHREE NARAYAN VATIKA

Foundation : Under reamed pile foundation or isolated combined footing foundation as per the structural design approved by Patna Metropolitan Regulatory Authority.

Flooring : Vitrified tiles in Drawing/ Dining/ Bedrooms and Kitchen. Anti-Skid ceramic tiles in toilets and balcony. Common space will be of marble/ mosaic tiles. Top floor of the building will be of plaster punning.

Kitchen : Kitchen with Black Granite/ Green Marble (either one) top working platform, Marble flooring, ceramic glazed tiles dado above platform up to 2 ft. height with stainless steel sink.

Bathroom : All concealed UPVC pipe of standard make & fitting of ISI marked, Ceramic Glazed tiles up to 7 ft. height on walls, flooring of anti- skid tiles, provision for hot & cold water system, cistern and sanitary ware of standard make (Parryware/Johnson/ Hindware).

Electrical : PVC pipe concealed electrification with fire retardant cable & switch of ISI make (Havells/Anchor, Finolex/Polycab). Provision for adequate switches for light (excluding accessories like bulbs, tube lights, fans etc.), fan regulators and

Power points, TV and telephone point in living room, Power distribution with high Quality MCB's.

Windows : Aluminium /wooden (either one) framed window with decorative grill and glass.

Door : Entrance door of one side decorative teak veneer flush door with steel fittings & all other flush doors with aluminium/steel fittings. Frame of the door will be of wooden/RCC. Magic eye at main door of the flat.

Walls : Exterior walls coated with wall putty & finished with weather coat. Interior part of the common area coated with wall putty and finished with washable distemper. Covered parking area will be finished only with snowcem. Interior walls of the flats coated with wall putty and single coat of cement primer.

Water : 24 Hour water supply from own submersible deep tube well through overhead water tank.

Elevator : Standard Quality Elevators with 24 hr. power back up & fully equipped with safety device.

SCHEDULE – D

DETAILS OF THE PAYMENTS SCHEDULE

Total Consideration amount of the Schedule-B flat is ₹. --------/- (Rupees only). Received as advance ₹. --------/- (Rupees only).
Balance payment of Rs. only) is due to be paid as per this plan:-

IN WITNESS WHERE OF THE PARTIES HERE TO HAVE HERE TO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS, THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

EXECUTED AND DELIVERED BY THE VENDORS ABOVE NAMED
AT PATNA IN PRESENCE OF

WITNESS:
01.

Signature of Builder

Signature of the Purchaser

DEED OF ABSOLUTE SALE

THIS DEED OF ABSOLUTE SALE made on this ..... day of ..... 20--, of the Christian era.

BETWEEN

DANGI HERITAGE INFRATECH PRIVATE LIMITED, a registered company incorporated under the Companies Act, 2013. The CIN of the company is U45400BR2015PTC025573 dated 21st December Two Thousand Fifteen. The registered office is situated at Dangi Heritage Apartment, Ashiana Nagar Colony Road, P.O.- Ashiana Nagar, P.S.- Rajeev Nagar, Patna-800025 and represented through its Director's namely **SHRI SHATRUGHAN PRASAD SINHA,** son of Mr. Bindeshwari Kumar, resident of Newton Garden, Flat no. A/303, Murli Chak, Jagdeo Path, P.S.- Hawai Adda, Patna-800014 and **SHRI ARUN KUMAR DANGI** son of Mr. Sheo Sharan Singh, resident of Sheoram Kunj, Magadh Vikash Colony, Maury path, P.S.- Shashtri Nagar, Patna-800014 hereinafter referred to as BUILDER/ DEVELOPER of the **ONE PART**.

PAN No. AAFCD8085L Mobile No. 9835062297.

AND

Name & address of the Purchaser with PAN card no., Hereinafter referred to as the BUYERS /PURCHASER, which expression shall unless repugnant to the context to mean and include his/her heris, legal representatives, administrators and assigns, of the **OTHER PART**.

Recital f the Land

WHEREAS by virtue of the Registered Development agreement as Deed no. 12234 in Book no.1, Volume no. 288 on pages from 576 to 595, CD no. 45/ Year 2017 held on 20/12/2017 between Land owner Mrs. Sunita Rai wife of Mr. Chandrashekhar Rai both permanent resident of Village- Silhauri, Police Station- Madhaurha, Saran (Bihar) Indian citizen and above mentioned **DANGI HERITAGE INFRATECH PRIVATE LIMITED,** the builder, has framed a scheme to Plan, Construct and Sell a Multi-Storied Building

(Apartment) named **SHREE NARAYAN VATIKA** on the land fully described in **Schedule- A** of this document for residential purpose comprising of several Flats, Parking Space etc.

AND WHEREAS, the Builder being the Promoter and Developer of the aforesaid **SHREE NARAYAN VATIKA** are developing the aforesaid Multi-Storied building/ apartment on the said land and are entitled to dispose off the same at their own terms. The map of the aforesaid multi storied building/apartment **SHREE NARAYAN VATIKA** has been sanctioned/passed by Patna Metropolitan Area Authority vide Plan case no. PMAA/PRN/Pakri/Phulwarisharif/G+3/47/2018 dated 12/07/2018.

AND WHEREAS the Builder being the Promoter and Developer of the aforesaid **SHREE NARAYAN VATIKA** has developed the aforesaid Multi-Storied building/ apartment on the said land and are entitled to dispose off the same at their own terms.

AND WHEREAS by a Registered Agreement for **Sale dated ---------- has been registered among the Builder/Developer & Buyer/Purchasers vide Deed No. ----, Book No. , Volume No. --, Pages -- to --, CD- and total pages , the Stamp Duty of a sum of Rs. ----------** has already been paid to the Registered Authority, Patna and, the Builder/Developer of the First Part agreed to sell and the purchasers of Second Part also agreed to purchase ALL THAT **Flat No. -- on -- Floor** with Reserved Car Parking Space on Ground Floor in the said **SHREE NARAYAN VATIKA** is hereby sold more fully described in 2nd Schedule hereunder this Deed and hereinafter referred to as the 'SAID UNIT' at and for an aggregate consideration amount of **₹.** ---------- **(**----------**)** only.

AND WHEREAS the purchasers have paid the said entire consideration amount of **₹.** ------ for the flat and Reserve Car Parking Space etc. the receipt whereof, the Builder/Developer of the First Part doth hereby as well as under Memo of consideration set out hereunder admit and acknowledge and of and from the same and every part thereof doth hereby acquit, release and forever discharge the Purchasers and/or the said unit hereunder conveyed and obtained the possession of the said unit.

AND WHEREAS, the purchasers requested to the Builder/Developer

to grant and execute the Deed of absolute sale in respect of the said unit.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :-

1. Flat in pursuance of the said Agreement and in consideration of the said aggregate sum of ₹. ----------/- (---------- -- **only)** paid by the Purchasers to the Builder/Developer of the First Part of different dates (The receipt whereof the Builder/Developer doth hereby as well as under the Memo of Consideration set out hereunder admit and acknowledge and of and from the same and every part thereof doth hereby acquit, release and forever discharge the purchaser and/of the said unit hereunder conveyed) the Builder/Developer doth hereby grant, transfer, convey, assign and ensure unto the purchasers the said unit more fully described in the **Schedule – II** below property hereunder this Deed together with undivided share of right, title & interest in that part of the said plot which is directly beneath the said unit in the proportion which the said unit bears to all the units constructed portion of the said plot of land along with the right to access from/exit to the road either directly and/or through gates, passage, stairways, landings, lobbies and common areas thereof including the right to use and enjoy in common with all other owners and occupies for the time being of the other units in the said complex the benefits of all common areas and facilities described in the **Schedule-III** hereunder this deed subject however to the terms, conditions and covenants contained in the **Schedule–IV** hereunder this Deed on payment of all common and maintenance expenses mentioned in **the Schedule–V** below property hereunder this Deed to have and to hold the said unit together with the proportionate interest in the land and the rights and facilities and subject to the terms, conditions and covenants as aforesaid unto and to the use and benefit of the purchaser absolutely free from all attachments, charges, encumbrances, liens, dispenses subject however to the conditions and covenants contained in the **Schedule–IV** and liability to pay and contribute towards payment of all taxes, assessments, cost of repair, management and maintenance of the common areas and facilities of the said Complex described in the **Schedule–V** hereunder this Deed.

2. That the Buyer/Purchaser shall become the sole and absolute owners, occupiers and in possession of the said property and shall be fully entitled, empowered, authorized to use, occupy, enjoy, hold, sale, mortgage, gift, exchange, lease out, or to transfer or to dispose off the same. Further the Buyer/Purchasers can get the flat unit mutated and recorded in their own names from all the concerned Government Authorities in Revenue records at their own cost, expenses on the basis of this Sale Deed.

3. **The Builder/Developer hereby covenants with the purchasers and their heirs and assigns as follows :-**

(a) The Builder/Developer is legally seized and possessed of the Vended property as Flat and Reserve Car Parking with the proportionate share in the land having full right, title and interest to sell it to the Buyer/Purchasers, however the Builder/Developer has already given legal and physical possession to the Buyer/Purchasers over the aforesaid, vended property as Flat and Reserve Car Parking Space etc. before execution of this Deed and since then the Buyer/Purchasers are living in the said Flat with full right and interest peacefully and without any dispute AND that notwithstanding any act, deed, matter of thing whatsoever as aforesaid the Buyer/Purchasers are now in good right, full power and absolute authority to grant, convey, transfer, sell, assure and assign the said unit together with the said undivided share or interest in the said portion of the land and right to use and enjoy all common areas and facilities mentioned in the **Schedule–III** hereunder this Deed hereby granted, conveyed, sold, transferred and assured full rights and title so to be unto and to the use of the said purchasers in the manner aforesaid.

(b) It shall be lawful for the purchasers, their heirs, nominees, or assignees from time to time and at all times hereafter to quietly enter into live therein and upon the said unit hereby conveyed and transferred unto the purchasers and every part thereof and to enjoy the said unit (Flat) together with the rights in common areas and facilities mentioned in the **Schedule–III**, hereunder without any

interruption, claim or demand whatsoever by the Builder/Developer or any persons claiming through them or under or in trust for the Builder/Developer but subject to terms and stipulations contained in **Schedule–IV** hereunder and on payment of proportionate common expenses mentioned in the **Schedule–V**.

(c) That the Builder/Developer has assured the Buyer/Purchasers that the said property under sale is free from all sorts of encumbrances such as prior sale, mortgage, gift, lease, suits cases, decree, notification, family disputes, penalties, agreement to sell save the purchasers mentioned herein earlier, dues etc. whatsoever and if it is provided otherwise then the Builder/Developer shall be liable and responsible for the same and indemnify the Buyer/Purchasers against any possible losses on these accounts.

(d) The Builder/Developer and every person or persons having lawfully claiming and estate right, title and interest unto or upon the said unit hereby conveyed and transferred unto the purchasers with better and more perfectly assuring the said unit unto the purchasers in manner aforesaid.

4. The purchasers doth hereby covenants with the Builder/Developer that the purchasers shall hold the said unit and the right and interest in common areas and facilities upon and subject to the terms and stipulations mentioned and contained in the **Schedule- IV** hereunder and make payment of the proportionate maintenance charges and common expenses mentioned in the **Schedule-V**, hereunder including all Municipal rates and taxes payable over or in respect of the said unit and keep the Builder/Developer indemnified and harmless from or against any such claim or demand which may pertain for the period from the date of execution of this Deed.

5. PROVIDED ALWAYS it is hereby expressly agreed by and between the Builder/Developer and the purchasers those terms, conditions, stipulations covenants contained herein including the Schedules hereunder shall prevail along with the terms and conditions.

6. That all the expenses of this sale deed such as stamp duty and

(b) The wall and columns, if any, within and outside the said unit save the wall or walls separating the said unit from other unit or units on the same floor shall jointly belong to the purchasers and the owner or owners of the other unit or units.

(c) Undivided share and/or interest in that portion of the said plot of land which is directly beneath the said unit in the proportion which the said unit bears to all the units constructed on the said part of portion of the said plot of land.

(d) The right to access from/exit to the road either directly and/or through gates, passages, stairways, landings, lobbies and common areas.

(e) Right to use and enjoy all common areas in common with all other owners and occupiers of the said complex.

3RD SCHEDULE HEREIN ABOVE REFERRED TO :-

All drive way on the said complex except allotted parking area all exterior, conduit, utility lines under ground and over head water storage tank, exterior lighting and other facilities necessary for the up keep and safety of the complex, all elevators, lifts including shaft wall machines rooms, care taker rooms lobbies stair case, conduit utility lines telephones intercoms and electrical system contained within the said complex.

4TH SCHEDULE HEREIN ABOVE REFERRED TO :-

(Terms, conditions, stipulations and covenants to be observed and performed by the purchaser)

1. The purchasers shall use the said unit for residential purpose and shall not use the same as a warehouse for stacking or storing any combustible or inflammable goods or articles and shall not use for any illegal or immoral purpose. However purchasers can let out or lease out the unit for residential purpose. The tenants & lessees however will also observe these guidelines.

2. The Purchasers shall carry out all internal repairs in the said unit at their own cost and expenses and maintain it in good condition, states and order and shall observe all the rules and bye-laws of the Municipal Corporation and shall not do or suffer to be done anything in or upon

said unit which may be against the rules and bye-laws of the corporation or any other local authority.

3. The purchasers shall keep the common area and the compound of the said building and complex neat and clean and in proper condition and shall occupy or interfere or hinder or keep of store any goods, furniture's, articles in the common spaces, entrance, stair cases.

4. The Purchasers shall not use the building in a manner, which may cause inconvenience or annoyance to the owners or occupiers of other units in the building or the Complex.

5. In case any Sales Tax, purchase tax or any other Government duty or taxes (not being Income Tax) is payable in relation to the said unit, the same shall be on the account of the purchasers from the date of the possession of the said unit and thereafter the purchasers hereby agrees to make payment of such taxes and duties. Service Tax paid by the purchaser of the said flat.

6. The purchasers agree to observe and perform all rules, regulations and by-laws of Owners' Association already been formed or to be formed in future from time to time for maintenance and management of the building. The purchaser agrees to make payment of their proportionate share of Contingency Fund, maintenance and common expenses as fixed by the Association.

7. The purchasers shall at no time demand partition of their interest in the said plot of land or the said plot of land or the said building or the said complex or in any part thereof, it being agreed and declared that the interest of the purchasers in the said plot of land, building and the complex is impartial.

8. The purchasers shall not demolish or cause to be demolished any part or portion of the said unit or building or complex or make or cause to be made any new construction of whatsoever nature in such complex or in the said building or in any part thereof. The purchasers shall make any addition or alteration in the said unit without the previous consent in writing of the Association of owners – represented by its Managing Committee.

9. The Purchasers shall not use their said building (user of the said unit) in a manner, which would diminish the utility of the common

maintenance.

10. The said unit alongwith Car Parking space together with the undivided interest in the land and the right to use and enjoy the common areas and facilities shall constitute heritable and transferable property.

11. If at any future date the said complex is acquired or requisitioned by the Govt. or any other competent authority, the purchasers shall be entitled to receive proportionate share of the total value or compensation to be received or recovered.

12. This Chapter (Schedule) shall be effective on all the purchasers of the flats and occupiers of said complex or part thereof.

THE 5TH SCHEDULE HEREIN ABOVE REFERRED TO :-

(Common and Maintenance Expenses to be paid by the purchaser as decided intimated by the Managing Committee of the Flat Owner's Association)

(a) Cost of operating, maintaining, overhauling or replacing water pumps, electric meters, common water supply line, lift, Intercoms, CCTV etc.

(b) Cost of Maintaining water reservoirs and tanks in the ground floor and on the roof.

(c) Cost of maintaining or keeping the roof as well as the walls of the building in proper repairs and in water leak proof condition.

(d) Cost of repairs and painting the exterior of the building and all other common portion and areas.

(e) Salaries of Sweepers, Caretakers, Chowkidars and Durwans, Liftman Employed for the upkeep of the common areas.

(f) Cost of incorporation and formation of the Association for maintenance of the building.

(g) All Municipal rates, takes, duties and other impositions and levies on all common parts and areas further to the date of completion of the building.

(h) The Security deposits or any increase in security deposit demanded and required to be paid to Electricity authorities, Municipal authorities or any other local authority for maintenance of all common services and facilities.

(i) Cost of maintenance of all other common services and facilities not specifically provided however discussed and decided by the Owners Association in its body meeting.

(j) Insurance premium for insuring the Building against Earth quake, fire, lightening, mob violence, civil commotion etc. if insured under such

circumstances certified Xerox copy of the covenant, policy will be provided to the purchaser by the Managing Committee of the Owners' Association.

DETAILS SCHEDULE OF SHREE NARAYAN VATIKA

1.	Total land of the building	:	---------- sft.
2.	Total Constructed area of the Building	:	---------- sft.
3.	Total area of the Flat	:	---------- sft.
4.	Total Proportionate share of the land to the Buyer/Purchasers	:	--------- sft. (---------- Dec.)
5.	Total Govt. Value of the Flat	:	Rs.----------/-
6.	Total Govt. Value of Proportionate share of the land	:	Rs. ----------/-
7.	That Value of Car Parking Space	:	Rs----------/-
	Total	**:**	**Rs. ----------**

/-

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

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands of the day, month and year first above writing.

SIGNATURE OF WITNESSES:

1.

SIGNATURE OF THE BUILDER/DEVELOPER
SELF AND AS AN ATTORNEY

2.

SIGNATURE OF BUYER/PURCHASERS