



- 3.2 The Seller or his agent in the initial period of management will provide to the Residents Association (RA) a full account of the maintenance expenses so that the Buyers can verify that all of such expenses are justified and minimized. After the initial period of 1 - 3 years, the management will be handed over by the Seller to the RA who will consist of eight full voting members who will conduct regular meetings as per meeting regulations.
- 3.3 From time to time the RA will increase or decrease the maintenance payments at its discretion. The objective of the Maintenance Fund to be administered by the RA will be solely for the maintenance of the building, and not for any profit to be had by the RA or its agent. The RA will administer solely on a voluntary basis. Salaries and fees for the permanent management staff will be kept to a minimum.
- 3.4 In the event that an Owner fails to keep up to date with the monthly maintenance payments, having served all the due notices as stated herein, the RA reserves the right to repossess the apartment and this Agreement will become null and void. However, when there is a genuine case of distress the RA is obliged to restrain from any such action, and if the Owner is genuinely in a most unusual circumstance of distress then the RA must waive the payment until such times as the Owner is free from such most unusual circumstances of distress. In the event the Owner is proved to not be in a most unusual circumstance of distress and still falls behind the maintenance payments by more than 6 months the RA will first issue another notice, having already served 5 prior monthly notices. After the 6<sup>th</sup> month of non-payment of maintenance payments, and the RA has served five notices requesting payment, the RA is fully authorized by way of this signed agreement to evict the Owner or Tenants, enter the apartment, change the locks, and sell the apartment to another buyer. The amount the Owner paid to the RA for the apartment will be compensated by the RA to the Owner/s provided the re-sale amount was at least equal to the amount paid. In the event of the sale amount is **EQUAL** to the amount paid, the RA will deduct the admin fees appropriately. In the event of the sale amount that was paid is **LESS** than the sale amount achieved by the RA the RA will first deduct its administration expenses and give the defaulted Owner the difference. In the event of the sale amount being **MORE** than the amount paid the RA will pay the defaulted Owner/s the amount paid and deduct its administration fees, and the balance will go to the maintenance fund.
- 3.5 In the event that the Owner brings his/her account up to date after the procedure of serving notices for up to 6 months, the Owner will pay the RA or his agent a minimal administration fee.

#### 4. ADDITIONAL PAYMENTS BY OWNER

- 4.1 The Owner shall from the date of commencement of this Agreement promptly pay upon the periodic demand expenses incurred for **water consumption** and **electricity consumption** which are not included in the maintenance payments. Any individual telephone line expenses will be borne by the Owner. The RA will provide a free high speed internet connection service up to a level which is considered reasonable. Any additional requirements will be borne by the Owner .
- 4.2 The cost related to this apartment ownership purchase by way of Stamp Duty, Government Registration, or any other such government demands thereon shall be paid by the Buyer.
- 4.3 All legal and collection costs incurred by the initial Seller or the RA in respect of any legal steps taken to enforce any of the Owner's obligations in terms of this Agreement shall be paid for by the Owner.
- 4.4 Should the Buyer/Owner fail to make payment of any of the aforementioned, the RA shall have the right without prejudice to his other rights in law or under this Agreement to effect payment and to recover the amounts so expended from the Owner.

#### 5. THE BUYER'S RULES TO BE FOLLOWED

- 5.1 The Owner agrees herein to follow the rules below while within his or her apartment and within the compound of the Nitai Nimai Vastu Vidya Bhavans:
1. No intoxication of any kind such as liquor, narcotic drugs, and so on
  2. No meat eating

3. No gambling
  4. No illicit sex
  5. To not indulge in any anti ISKCON propaganda within the premises.
  6. To always keep up to date with the monthly maintenance payments
  7. To not make excessive noise during the day or night that brings complaints from your neighbors.
- 5.2 In the event of the Owner being found breaching any of the rules in 5.1 (1 – 5), the RA or his agent will serve at least three warnings to stop such prohibited activity in the holy dhama of Sridham Mayapur. If a guilty Owner fails to respond to the three warnings issued, the RA reserves the right to re-possess the apartment by way of the Owner's witnessed signature to this Agreement. The same warning notices will be applied to rules in 5.1 (6 & 7).
- 5.3 All of the above applies to any person/s renting the apartment from the Owner for which the Owner will be held fully responsible.
- 5.4 By signing this Agreement, the Owner agrees that should any of the above rules be breached in his/her apartment by him directly or by his tenant, and after due warning notices have been served to stop such prohibited activity, the Owner automatically forfeits the right to be the Owner and the RA will take possession of the said apartment as mentioned above and give the Owner or future owner compensation for the purchase price as herein stated above.
- 5.5 Therefore it is an absolutely essential responsibility of the Owner to strictly follow the above rules in order to maintain the ownership of the said apartment.

## **6. THE BUYER'S RIGHTS TO SELL AN APARTMENT**

- 6.1 In the event that the Owner wishes to sell the apartment to another party, the RA has no objection to any sale amount except that the new Buyer must sign and agree to abide by the same rules as stated herein.

## **7. THE BUYER'S OBLIGATIONS FOR REPAIRS**

- 7.1 The Owner is fully responsible for all the repairs within his/her apartment, including pipes, windows, doors, electrical wiring, and all fixtures and fittings. Should water leak to any apartments below owing to defects or negligence in an Owner's apartment, the Owner shall be fully responsible and pay for any such repairs, losses, and damage both to the affected Owner's below or above and/or to the RA for any common areas damaged.

## **8. UPON SIGNING THIS AGREEMENT THE BUYER AGREES**

- 8.1 The Buyer has inspected the Premises and confirms that they are suitable for the purposes for which they are constructed.
- 8.2 The Buyer acknowledges that the Premises are in a good state of repair and specifically acknowledges that at commencement of this Agreement, all of the sanitary installations and equipment, electrical installations and equipment, keys, locks, doors, windows, wash basins and taps are in good working order.
- 8.3 The Buyer shall give written notice to the Seller of any structural defects in the Premises, or any defects in the above mentioned installations and equipment, and the absence of such notice shall constitute prima facie proof of the absence of any defects or missing articles and the good condition of the Premises.
- 8.4 The Owner shall allow the RA or it's agent access to the Premises at all reasonable times with prior arrangement with the Owner, to inspect the Premises or to carry out any work that may be required to be done or are deemed to be necessary in order to keep the common property fixtures and fittings in good order and working condition.

- 8.5 The Owner undertakes to keep and maintain all sewerage pipes, water pipes and drains within his or her apartment free from obstruction and/or blockage.
- 8.6 The Owner shall not carry out any external changes whatsoever, including any changes to the internal common areas or conduct any internal wall removal without first receiving express written permission from the RA.
- 8.7 Should the Owner intentionally or unintentionally damage any of the common areas inside or outside of the building, including the lift and the stairs, while moving things in or out of the building, the RA has the right to demand full payment for repairs including a nominal management fee.
- 8.8 The Owner shall not keep any pets or animals in the apartment or anywhere else on the land without the RA's prior written consent and the Owner shall be responsible for any damage to the premises caused by such unlawful admittance of a pet or animal.
- 8.9 The Owner agrees to use the Premises solely as a private dwelling and not permit use of the Premises for any other purposes other than as a private dwelling and private office.
- 8.10 The Owner may provide accommodations for boarders or lodgers but must inform and ensure the RA or his agent that such people will also follow the same rules stipulated herein.
- 8.11 The Owner shall conduct himself/herself and require persons on the premises with his/her consent to conduct themselves in a manner that will not contravene any law, bylaw, ordinance or regulation. Apart from kirtans from 6:30am to 9:30pm, any excessively loud noise emanating from the Owner's apartment that receives complaints from the apartments above, below, and connected will be considered breaking the rules. Should any Owner prove to be a noise nuisance neighbor, first the RA will intervene and request order to be restored. If the noise nuisance Owner or tenant fails to reduce the noise to acceptable levels both in the day and night time, as described above, then the RA will intervene and request the noise be kept to a minimum. In the highly unlikely event that an Owner persists in disturbing the neighbors with excessive noise the RA will have no other choice but to enforce eviction proceedings.

## 9. THE SELLER'S OBLIGATIONS

- 9.1 The RA shall be responsible for maintaining the main walls, roof and other structural parts of the Premises in good order and repair. Should the main walls, roof or other structural parts of the Premises become in a defective condition resulting in such consequences as leakage or danger to an Owner, it shall be the obligation and duty of the Owner to advise the RA of such defective condition, first verbally and then if necessary in writing, and the RA shall take steps to have the defective condition rectified without delay.
- 9.2 The RA is fully responsible for the regular cleaning and maintenance of all the common areas including the lift both internally and externally of the apartment building as well as the cleanliness and landscape of the compound area around the apartment building.
- 9.3 The Seller or the RA cannot at any time for any reason under any circumstances sell or lease the land, or the building, or give any other party any claims to any type of ownership whatsoever.
- 9.4 The RA shall not be liable for any compensation for any damage suffered by the Owner as a result of rain, hail, snow, leakage, fire, flooding, storms, riot, theft, robbery or in general any damage as a result of any act of negligence whatsoever nor any damage suffered as a result of the interruption of water or electricity or gas supplies. Should the destruction be due to the default or negligence of the Owner, his family, visitors, servants or persons occupying the apartment under him, the RA shall under these circumstances be entitled to claim payment for such damages as the RA may have suffered to the common areas of the building.
- 9.5 The RA shall take responsibility to pay all rates and taxes / levies payable in respect of the Premises to the local authority or any government department.

- 9.6 In the event that the Seller's company, *Mayapur Vastu Developments Pvt. Ltd*, or the individual owners of the company Mr. Arthur Harold Smith aka Ajamila Dasa acbsp and Mr. Sanjoy Roy are unable to function or maintain the said company which conducts the 'initial' maintenance of the 30 NITAI and 30 NIMAI apartments, or the company goes bankrupt, the freehold ownership of the land will be handed over to the Residents Association (RA) and not to any individual and the RA for this purpose will consist of no less than eleven voting members with a rotating chairperson annually who will execute the maintenance of the 60 apartments and thereafter will **collectively** be the legitimate freeholders of the said land representing all the apartment owners.
- 9.7 The RA will institute a stakeholder scheme by which each resident owns a share in the management company which owns the land thus giving the residents shared ownership and shared control supervised by an independent stakeholder supervisory solicitor.
- 9.8 The Seller and all future RA generations herein agree to in no way whatsoever directly or indirectly allow a charge to be put on the land or the buildings. By the Seller implementing the stakeholder scheme wherein each of the 60 residents receive a share in the freehold the residents are assured of continued uninterrupted ownership of their respective apartments.

#### 10. SALE OF THE LAND

- 10.1 The Seller and all future RA generations herein agree never to sell the land beneath the NIMAI and NITAI buildings to any third party. Such a binding clause will be inserted into the land title in order to make such an act impossible. The land will be owned by the RA under the care of a stakeholders management company and managed by RA as described above.

#### 11. LIMITATION OF LIABILITY

- 11.1 The Buyer and any other person associated with the Buyer including but not limited to relatives, friends, visitors or employees shall have no claim for injury, damages or loss sustained directly or indirectly in or about the Premises against the RA for any act or omission of the RA including but not limited to any agent, servant, cleaner, maintenance person, handyman, artisan or employee of the RA save from that arising due to active and actionable negligence or willful misconduct.

#### 12. NO WAIVER

- 12.1 No relaxation, indulgence, waiver or concession which the RA may show at any time whatsoever in regard to the carrying out of any of the Owners obligations in terms of this Agreement, shall prejudice any of the Seller's rights under this Agreement in any manner whatsoever or be regarded as a waiver of any of the Seller's rights in terms of this Agreement.

#### 13. FULL AGREEMENT

- 13.1 This agreement contains all the terms and conditions of the Agreement entered into by the Seller and Buyer. The Seller shall not be liable for any warranty, guarantee, representations or undertakings of whatsoever nature which might have been made to the Buyer by any person whomsoever, except as contained herein. The Seller shall not be bound by any amendment, alteration or variation of the terms of this agreement, unless reduced to writing and signed by the Seller and Buyer or any person duly authorized thereto in writing by them. Expressions in the singular also denote the plural and vice versa, pronouns of any gender include the corresponding pronouns of the other gender and words denoting natural persons also refer to juristic persons and vice versa. If any clause, or part of a clause, in this Agreement is found to be unlawful, it shall not affect any of the other clauses whatsoever and the balance of the Agreement will remain binding on both the Buyer and Seller.

#### 14. BUILDING WARRANTY OF AUTHORITY AND DECLARATION

- 14.1 Any person or more than one person signing this Agreement warrants his or her authority to do so AND that they have read it and understand it and voluntarily agree to all its conditions.

14.2 The Seller herein agrees and provides a building construction guarantee for 5 years on all the inside apartment main areas such the structure, the floors, walls, ceilings, and electrical wiring. All the supplied fittings, fixtures, and appliances in the kitchen and bathrooms are guaranteed for one year. When any such item requires replacement the Seller or RA in conjunction with an independent certified contractor will be the sole decider in determining whether or not the damage was because of poor quality of the materials or faulty installation or alternatively from damage by the Buyer.

**Your apartment will include the following or as depicted in the particular floor plan provided:**

**KITCHEN:** Fully fitted with wall & floor units & double sink, air extractor, gas stove and oven, fridge freezer unit, and Moon beam dividing wall to lounge.

**LOUNGE AREA:** Ceiling fan, AC, and solar daylight ceiling lamp.

**BED 1:** Built in wardrobe, ceiling fan, AC, and solar daylight ceiling lamp.

**BED 2:** Built in wardrobe, south wall high window, ceiling fan, AC, and solar daylight ceiling lamp.

**BATHROOM/S:** Ceramic toilet, bidet hose, ceramic hand sink, shower, clothes washing & drying machine, solar daylight ceiling lamp, floor and wall tiles.

**WALLS:** Neutral wall colour painting throughout or as per chosen colours.

**FLOORING:** High quality marble tiles throughout as per your chosen colour.

**INTERNAL DOORS:** High quality wood doors.

**EXTERNAL WINDOWS & DOORS:** Energy saving UPVC windows and doors.

**INTERIOR PROTECTION:** Solar dehumidifier to protect from humidity damage.

15. **JURISDICTION**

15.1 In the event of a dispute, the parties consent to the jurisdiction of the magistrate's court for the district of Nadia, West Bengal, under Indian law.

Signed by \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

**SELLER:** \_\_\_\_\_

WITNESS 1: \_\_\_\_\_

WITNESS 2: \_\_\_\_\_

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

**BUYER:** \_\_\_\_\_

WITNESS 1: \_\_\_\_\_

WITNESS 2: \_\_\_\_\_