

AGREEMENT TO SELL

THIS AGREEMENT TO SELL ("Agreement") IS ENTERED ON THIS THE
_____ DAY OF _____ TWO THOUSAND _____
(___/___/201_) AT BANGALORE:

BETWEEN :

1. **Sri. Ravikumar**
S/o.Late.Banarasidas,
Aged about 51 years,
Residing at No.30/2, 7th Cross,
Pipeline Road, Cholurpalya,
Magadi Road, Bangalore – 560 023.
PAN No. ABAPR0056J

2. **Sri. Asif Ur Rahman**
S/o.late.S.M.Hussain,
Aged about 53 years,
Residing at No.13, D.S.Lane,
Kumbarpet Cross, Bangalore – 560 002.
PAN No. AANPR6542B

Hereinafter called and referred to as the "**FIRST PARTY**" or the "**OWNERS**",
(which expression shall wherever the context so requires or admits, mean and
include their legal representatives, executors, administrators, assignees etc.) of
the **ONE PART**.

AND:

M/s. AMIGOESTELLA INDIA LLP.

Having its Office at "Ishwerya Towers",
No.37/10, 1st Floor, Meanee Avenue Tank Road,
Opp: Lake Side Hospital Ulsoor,
Bangalore – 560 042.

PAN NO: ABJFA3704B

Rep. by its Partner:-

Sri. Mohammed Hamza Ali

Hereinafter called and referred to as the **"SECOND PARTY"** or the **"DEVELOPER"** (which expression shall wherever the context so requires or admits mean and include its Partners, successors-in-Office, legal representatives, executors, administrators and assigns etc.) of the **OTHER PART.**

AND

Mr. _____, Aged about _____ Years,
S/o Mr. _____
Residing at No. _____,

_____ .

(Hereinafter called as the **"PURCHASER"**, which term, wherever the context permits, shall mean his heirs, successors, executors, assigns, administrators and legal representatives) of the **THIRD PART;**

The **FIRST PARTY/OWNERS**, the **SECOND PARTY/DEVELOPER** and the **PURCHASER** are individually referred to as the "Party" and collectively as the "Parties" wherever required in this Agreement.

WHEREAS, No.1 of the First Party is the absolute owner of the **Portion of Residentially Converted lands in Sy.No.87/3 of Thanisandra Village**, situated at Thanisandra village, K.R.Puram Hobli, Bangalore East Taluk, formerly Bangalore South Taluk, **measuring 1 Acre 12 Guntas** having acquired the same under a Registered Sale Deed dated : 04.01.2003 which has been registered as Document No.15315/2002-03, at Pages – 161 to 169, Volume – 2850 of Book – I, , in the Office of the Sub-Registrar, K.R.Puram, Bangalore and No.2 of the First Party is the absolute owner of the **Portion of Converted lands in Sy.No.87/3 of Thanisandra Village**, situated at Thanisandra village, K.R.Puram Hobli, Bangalore East Taluk, formerly Bangalore South Taluk, **measuring 22 Guntas**, having acquired the same under a Registered Sale Deed dated : 04.01.2003 which has been registered as Document No.15316/2002-03, at Pages – 170 to 178,

Volume – 2850 of Book – I, , in the Office of the Sub-Registrar, K.R.Puram, Bangalore.

WHEREAS, the First Party / Owners have desired to develop the Property bearing Municipal **No.233/87/3, Converted lands in Sy.No.87/3 of Thanisandra Village**, situated at Thanisandra village, K.R.Puram Hobli, BBMP Ward No.6, Bangalore East Taluk, formerly Bangalore South Taluk, totally measuring 1 Acre 34 Guntas, which is more fully described in the scheduled written hereunder and hereinafter referred, to as “**SCHEDULE PROPERTY**”.

AND WHEREAS the owners being desirous of developing the residential apartment on the Schedule A Property had entered into Joint Development Agreement (“**JDA**”) dated. 27/09/2017, registered as Document No.BK-1-2956/2017-18, in the office of the Senior Sub-Registrar Shivajinagar, Bangalore and the Owners had also executed General Power of Attorney (“**GPA**”) dated 27/09/2017 registered as Document No.BK-4-363/2017-18, in the office of the Senior Sub-Registrar Shivajinagar, Bangalore.

AND WHEREAS, the Bruhat Bangalore Mahanagara Palike, has accorded license and sanction plan for construction of multistoried residential apartment/s consisting of Basement (Parking), Ground Floor, First Floor, Second Floor, Third Floor and Fourth Floor on the Eastern Portion of the **Sy.No.87/3 of Thanisandra Village**, situated at Thanisandra village, K.R.Puram Hobli, BBMP Ward No.6, Bangalore East Taluk, formerly Bangalore South Taluk, totally measuring 1 Acre 34 Guntas, vide L.P.No. **BBMP/Addl.Dir/JD NORTH/0080/2017-18**.

AND WHEREAS, the Developer, who is also in the business of constructing apartments has undertaken to construct ‘**AMIGO ESTELLA**’ consisting of Basement Floor (Car parking), Ground, First, Second, Third and Fourth Floors on the land mentioned in the ‘A’ Schedule applied for a plan sanction and obtained the same as evidenced by sanctioned Plan bearing L.P.No. **BBMP/Addl.Dir/JD NORTH/0080/2017-18**, issued by the Assistant Director (Town Planning – North) Bruhat Bangalore Mahanagara Palike, Bangalore;

AND WHEREAS, the Developer has formulated a scheme of ownership of the residential apartments in the project known as “**AMIGO ESTELLA**” under the terms of which, any person or persons interested in owning a residential apartment in “**AMIGO ESTELLA**” shall purchase from the Owners/Developer herein a certain percentage of undivided share, right, title and interest in the Schedule A Property along with the super built up area in the form of a residential apartment constructed through the Developer on certain terms and conditions;

AND WHEREAS, the Owners/Developer has entered into Sharing agreement dated: 27-09-2017, and the flat number mentioned in Scheduled 'C' Property (*defined herein below*) along with proportionate share of Undivided share mentioned in the Schedule B Property (*defined herein below*) has fallen to the share of Developer.

AND WHEREAS, the PURCHASER herein, after duly carrying out an inspection and verification of the documents of title in the hands of the Owners/Developer to the Schedule 'A' Property and the other permissions and sanctions obtained for the construction of "residential apartments" on the Schedule 'A' Property and fully satisfying himself/ herself/ themselves/ itself about the clear and marketable title in the hands of the Owners/Developer and the satisfactory compliance of all sanctions and permissions for the construction by the Owners/Developer and after also understanding and agreeing to the representations made by the Owners/Developer as mentioned above, approached the Owners/Developer with an offer to purchase _____ Sq. ft. of undivided share, right, title and interest in the Schedule 'A' Property which is more particularly described in the Schedule 'B' hereunder and hereinafter referred to as the Schedule 'B' Property along with a residential apartment bearing **Flat No.** _____, _____ - **Block**, all measuring about _____ **sq.ft.** of super built up area on the _____ **FLOOR**, which is more particularly described in the Schedule 'C' hereunder and hereinafter referred to as the Schedule 'C' Residential Apartment as per the specifications mentioned in the Annexure to this Agreement as one composite immovable property for a total sale price and consideration of **Rs. _____, _____, _____/- (RUPEES _____ ONLY)**, all-inclusive, (Excluding Stamp Duty, Registration Charges), if any payable to the Developer as the consideration for the Schedule 'C' Residential apartment to which the Owners/Developer and the PURCHASER have agreed on certain terms and conditions which are contained in this agreement to sell as under;

NOW IT IS MUTUALLY AGREED AS UNDER

1. The Owners/Developer does hereby agree to convey and sell to and in favor of the PURCHASER and/or his/her nominees the Schedule 'B' Property for a sale price and consideration of **Rs. _____, _____, _____/- (RUPEES _____ ONLY)**, and the Schedule 'C' Residential Apartment along with One covered car parking space for a sale price and consideration of **Rs. _____, _____, _____/- (RUPEES _____ ONLY)**, aggregating to a consideration of **Rs. _____, _____, _____/- (RUPEES _____ ONLY)**, for Schedule 'B' Property and the Schedule 'C' Residential Apartment all-inclusive, (Excluding Stamp Duty & Registration Charges). Which shall be payable by the PURCHASER.

The PURCHASER has paid a sum of **Rs.____,____,____/- (RUPEES ONLY)**, Paid by Cheque No._____, Dated: _____._____.201____, Drawn on _____ Bank & **Rs.____,____,____/- (RUPEES ONLY)**, Paid by Cheque No._____, Dated: _____._____.201____, Drawn on _____ Bank. The Developer, the receipt of which the Owners / Developer does hereby acknowledges, towards the Schedule B and C Property. Since the Project is completed & ready to occupy the PURCHASER has agreed to pay the balance amount at the time of registration of the Sale Deed.

- a) Charge interest on the defaulted installments at the rate of 2% per month from the date of default till date of payment; or
- b) Send a notice by Registered Post or by Courier giving 15 days' time to make payment and if the PURCHASER still fails to make the payment after the notice period, the OWNERS/DEVELOPER shall have the sole right to cancel this Agreement unilaterally and sell the Schedule 'B' Property and Schedule 'C' Residential Apartment hereby agreed to be conveyed, to any other person or persons on such terms and conditions as they deem fit after deducting a sum of Rs.2,00,000/- (Rupees Two Lakhs Only) as damages. The amounts due to the PURCHASER as a result of cancellation of this agreement shall be paid within 4 weeks from the date of receipt of the sale consideration from the resale of the Schedule 'B' Property and Schedule 'C' Residential Apartment to the new PURCHASER.
- c) It is agreed and understood between the parties that in the event of the PURCHASER cancelling the agreement, the Owners/Developer herein shall have the right to forfeit an amount equivalent to 15% of the amounts paid to the Owners/Developer till the date of the cancellation and the Owners/Developer shall return the balance amounts to the PURCHASER within a period of 30 days from the date of identifying a new buyer for the purchase of the Schedule 'B' Property and the Schedule 'C' Residential Apartment. If the said amount is not repaid within 30 (thirty) days from the date of identifying a new buyer, the PURCHASER shall be entitled to receive interest at the rate of 2% (two percent) per month from the Owners/Developer from the date of default till the date of payment.

2. The Owners/Developer does hereby covenant with the PURCHASER the following:-

- a) That the Owners/Developer is the absolute owner in possession of the Schedule 'A' Property and the Owners/Developer has absolute, clear and marketable title to the Schedule 'A' Property and is legally competent to enter into this Agreement with the PURCHASER.
- b) That the Schedule 'A' Property is free from all types of encumbrances, charges, liens and Lispendens of any kind and the Schedule 'A' Property is not the subject matter of any legal, acquisition or requisition proceedings, minor claims, maintenance claims, restrictive covenants, or any other claims of whatsoever nature and is not the subject matter of any proceedings before any Courts of Law, other legal forums, and statutory authorities including taxation authorities.
- c) That the Owners/Developer has not entered into any agreement or arrangement of any kind with any other party or parties in respect of the Schedule 'B' Property Schedule 'C' Residential Apartment and the OWNERS/DEVELOPER also has not entered into agreements of sale with any third party or parties agreeing to sell the Schedule 'B' Property and Schedule 'C' Residential Apartment as a whole or in parts of divided or undivided interests, rights and titles in the same.
- d) That the OWNERS/DEVELOPER will sign all the necessary papers, documents with regard to transfer of Khatha of the Schedule 'B' Property & Schedule 'C' Residential Apartment in favor of the PURCHASER on the due execution and registration of a deed of absolute sale and conveyance in favor of the PURCHASER and/or his/her nominees.
- e) That the OWNERS/DEVELOPER shall do all other acts, deeds and things as may be necessary to ensure the vesting of clear and marketable title in the hands of the PURCHASER in respect of the Schedule 'B' Property & Schedule 'C' Residential Apartment before OWNERS/DEVELOPER executing a deed of sale in his/her/their favor.
- f) That the OWNERS/DEVELOPER shall duly hand over physical and vacant possession of the Schedule 'B' Property & Schedule 'C' Residential Apartment in favor of the PURCHASER and/or his/her nominees at the time of the due execution and registration of the Absolute Sale Deed in favor of the PURCHASER and/or his/her nominees or an earlier date but only after receiving all the amounts due and payable under this agreement from the PURCHASER and/or his/her nominees.

- g) That the OWNERS/DEVELOPER has this day handed over all the photo copies of the original documents of title relating to the Schedule 'A' Property to the PURCHASER.

3. THE OWNERS/DEVELOPER IN ITS CAPACITY AS THE DEVELOPER AND BUILDER OF THE RESIDENTIAL APARTMENT COMPLEX ON THE SCHEDULE 'A' PROPERTY DOES HEREBY FURTHER COVENANT WITH THE PURCHASER AND ASSURES THE PURCHASER AS FOLLOWS:

- a) That it is legally competent to enter into this Agreement with the PURCHASER in the manner mentioned above.
- b) That the Schedule 'C' Residential Apartment is free from all types of encumbrances, mortgages, charges, liens, lispendens etc., and the Schedule 'C' Residential Apartment is not the subject matter of any legal, acquisition or requisition proceedings before any Courts of Law, other legal forums, statutory authorities and bodies including taxation authorities.
- c) That the OWNERS/DEVELOPER shall at all times assure and ensure peaceful possession and enjoyment of the Schedule 'C' Residential Apartment together with corresponding rights in the Schedule 'C' Property by the PURCHASER without any let, hindrance or interference by the OWNERS/DEVELOPER or by any person claiming any rights through the OWNERS/DEVELOPER on the execution and registration of the deed of absolute sale and conveyance in favor of the PURCHASER.
- d) That the OWNERS/DEVELOPER shall duly carry out all its obligations under this Agreement and hand over possession of the Schedule 'C' Residential Apartment to the PURCHASER on or before _____ **2019**, subject to timely payment of the total sale price and consideration and other payments due by the PURCHASER to the OWNERS/DEVELOPER as mentioned in this Agreement and subject to the force majeure conditions like civil commotion, Acts of God or due to any injunction or prohibitory order or due to the non-availability of cement, steel and other essential items for construction and also due to unforeseen events such as earth quakes, floods or changes in the law of the State, Corporation or Municipal Authorities and such other causes or events beyond the control of the OWNERS/DEVELOPER. However, possession of the Schedule 'C' Residential Apartment will be handed over by the OWNERS/DEVELOPER to the PURCHASER only after the PURCHASER duly completes the payments of all amounts due and payable under this agreement to the OWNERS/DEVELOPER. The Second Party/Builder further agrees to obtain the Possession Certificate, Occupancy Certificate and Commencement Certificate.

- e) That the OWNERS/DEVELOPER shall sign all the necessary papers, documents etc., with regard to the transfer of Khata in the name of the PURCHASER in respect of the Schedule 'B' Property and Schedule 'C' Residential Apartment being agreed to be conveyed and sold to the PURCHASER under this agreement.
- f) That the OWNERS/DEVELOPER shall, if required, sign the necessary papers, forms etc., including the Deed of Declaration as required under the provisions of the Karnataka Apartments Ownership Act 1972 or the statutory modifications thereof.
- g) That the OWNERS/DEVELOPER shall carry out all such further acts, deeds and things as may be reasonably required under law to assure and ensure better title to the PURCHASER in respect of the aforesaid Schedule 'B' Property and the Schedule 'C' Residential Apartment being agreed to be conveyed to the PURCHASER under this agreement.

4. The PURCHASER hereby covenants with the OWNER/DEVELOPER as follows

- a) That the PURCHASER shall not raise any construction in addition to that mentioned in the Schedule 'A' below and shall not use or permit the construction referred to in the Schedule 'A' below in a manner which would diminish the value or utility in the property described in the Schedule 'A' below or any construction made thereof. However, the PURCHASER has a right to make partitions or alterations within his Schedule 'C' Residential apartment as long it does not cause any structural damage to the 'Apartment Building'.
- b) That the PURCHASER will own and enjoy the undivided share and interest hereunder agreed to be sold and conveyed in common with the other PURCHASER of the undivided share, right, title and interest in the land comprised in Schedule 'A' Property.
- c) That the PURCHASER and/or his/her/their nominees, agents or representatives shall not obstruct or cause hindrance to the construction of the apartment building on the Schedule 'A' Property at any time and in any manner whatsoever during the subsistence of this agreement.

- d) That the PURCHASER and/or his/her/their nominees shall not make any claim against the OWNERS/DEVELOPER with regard to the construction of the Schedule 'C' Residential Apartment or in respect of the common areas on the PURCHASER being put in possession of the Schedule 'C' Residential Apartment by the OWNER/DEVELOPER.
- e) That the PURCHASER or the occupier of the residential apartment shall not by virtue of this Agreement acquire any right of light or air, which may prejudice the pre-use of the owners/occupants of other residential apartment / apartments.
- f) That the OWNERS/DEVELOPER shall solely be responsible for any structural defects in the construction of the Schedule 'C' Residential Apartment undertaken by the OWNERS/DEVELOPER for a period of 18months from the date delivering possession (completion of the project as certified by the project architect) of the Schedule 'C' Residential Apartment to the PURCHASER and shall rectify such defects immediately on notice being served by the PURCHASER to the OWNERS/DEVELOPER, provided however such defects in construction are not caused by any acts of omission or commission on the part of the PURCHASER.
- g) That the Schedule 'C' Residential Apartment shall not be put to any use other than for residential uses and purposes.
- h) That the PURCHASER shall seek delivery of possession of the Schedule 'C' Residential Apartment from the OWNERS/DEVELOPER only after making all payments due and payable under this agreement to the OWNERS/DEVELOPER, whenever such possession is capable of being delivered by the OWNERS/DEVELOPER.
- i) The PURCHASER shall have no right to claim any rights or ownership over the terrace area sold by the Owners/Developer in the manner mentioned above and Owners/Developer will not have any rights over the terrace, the same shall be treated as a common area to be enjoyed by the PURCHASER along with the other PURCHASER of apartments in the said complex.
- j) That the lifts provided for the apartment building/s to be constructed on the Schedule 'A' Property will be only used as passenger lifts and no heavy goods or luggage will be transported there under.
- k) That the OWNERS/DEVELOPERS shall, for a period of six months from the date of completion of construction of the Residential apartment complex on the Schedule 'A' Property as certified by the project architect, maintain the common areas, amenities and facilities and incur all expenses like repairs

and maintenance in respect of the same. The PURCHASER is hereby agreed to pay the maintenance charges at the rate of Rs.3,000/- (Rupees Three Thousands Only) as maintenance for six months in advance. After a period of six months as mentioned above, the OWNERS/DEVELOPER shall hand over the maintenance to the association of apartment owners so formed for that purpose. The OWNERS/DEVELOPER will have the sole authority and discretion to fix the maintenance deposit and/or maintenance charges payable by the PURCHASER for the first two year period and thereafter, such right will vest with the apartment owners association as and when formed. Till the formation of the association, the right will continue to vest with the OWNERS/DEVELOPER.

- 1) The decision of the OWNERS/DEVELOPER in respect of the price of the Schedule 'C' Residential Apartment to be constructed is final and binding on the PURCHASER and the PURCHASER shall take possession of the Schedule 'C' Residential Apartment from the OWNERS/DEVELOPER only on payment of the entire sale price and consideration as mentioned above and in addition to the same, all proportionate KPTCL/BESCOM, BWSSB deposits/ maintenance deposits or other charges and levies including incidental charges demanded or required to be paid towards the installation of transformers, cables and other electrical equipment's, water and sanitary connections, service charges, proportionate cost of captive power utilized for the generator, solar heater and any charges that may be applicable to the OWNERS/DEVELOPER and subject to the other terms and conditions mentioned in this Agreement, which is already included in the total consideration.
5. Any delay or indulgence by the OWNERS/DEVELOPER in enforcing the terms of this Agreement or any forbearance or giving of time to the PURCHASER shall not be construed as a waiver on their part of any breach or non-compliance of any of the terms and conditions of this Agreement by the PURCHASER nor shall the same in any manner prejudice their rights to take such necessary legal steps in this regard.
6. This sale shall only enable the PURCHASER to purchase the Schedule 'A' Property and own the same as a co-owner of the Schedule 'A' Property along with other PURCHASER of apartments and hence the PURCHASER shall not be entitled to seek partition or division or separate possession of the Schedule 'A' Property.
7. As on the date of signing this agreement, the OWNER/DEVELOPER has agreed to sell the Schedule 'B' Property and Schedule 'C' Residential Apartment being constructed thereon to the PURCHASER as per the measurement and dimensions mentioned in the said schedules. However,

the OWNERS/DEVELOPER shall have the right to carry out any alteration or modification which may be required or become necessary due to any change of plan required to be made on the direction and insistence of the Bruhat Bangalore Mahanagara Palike or any other statutory authorities or government agency or if in the opinion of the OWNERS/DEVELOPER such alteration or modification is required in the overall interest of the project. If due to such alteration or modifications, the size of the Schedule 'C' Residential Apartment is reduced or increased, the proportionate undivided share in the Schedule 'B' Property agreed to be sold under this agreement will vary accordingly.

- 8.** The expenses relating to the registration such as Stamp Duty and registration fees included in the sale price, and the expenses relating to the assuring of a clear and marketable title to the Schedule 'B' Property and the Schedule 'C' Residential Apartment shall be borne by the Owners/Developer Only. It is further agreed and clarified between the Parties that, the Owners/Developer hereby undertake to indemnify the PURCHASER full and effectively at the Developer's cost against all losses, damages, costs and expense that the PURCHASER may suffer, incur or to be put to by reason of any defect in the Owners/Developer title to the Schedule A Property hereby agreed to sell and/or any breach of covenants made herein.
- 9.** The PURCHASER shall be entitled to nominate and assign his/her/their/its rights under this Agreement in favor of any other person or persons on such terms and conditions as the PURCHASER deems fit, which nomination shall be recognized by the Owners/Developer only on the PURCHASER paying a transfer fee calculated at 3% of the Total Consideration Reserved under this Agreement and it is further agreed by the Owners/Developer that said transfer fee of 3% will not be applicable if the PURCHASER is nominating any of his family members (i.e., father, mother, brother, sister, son, daughter and wife) and also if the PURCHASER nominates any third party on making complete payment of the sale consideration as agreed by him.
- 10.** In this agreement to sell the word 'PURCHASER' shall mean and include "PURCHASER" and "PURCHASER" and the word "He" shall mean and include "She" and "they" wherever applicable.
- 11.** The original documents of title relating to the Schedule 'A' Property shall be retained by the Owners/Developer till the formation of the Association and offered for inspection to the PURCHASER on their request by the Owners/Developer. However, once the Association of Owners of the Apartment owners are formed, the original documents of title relating to the Schedule 'A' Property shall be handed over to the Association by the Owners/Developer and thereafter the Association shall keep the original

documents in its safe custody and offer the same for inspection as an when required after receipt of sufficient notice to any or all of the apartment owners.

- 12.** In addition to the other rights each of the parties herein has against the other relating to the matters mentioned above in this Agreement, each of the parties herein shall have the right to enforce specific performance of this Agreement against the other.
- 13.** Part or all of any provision of this agreement that is illegal or unenforceable will be severed from this agreement and will not affect the continued operation of the remaining provisions of this agreement.

A holding by any court or other tribunal of competent jurisdiction that any provision of the Agreement is invalid or unenforceable in any jurisdiction shall not affect the validity or enforceability of the remainder of the Agreement in that jurisdiction or the validity or enforceability of the Agreement, including that provision, in any other jurisdiction, and all remaining terms of the Agreement shall remain in full force and effect. Following any such holding, the Parties shall negotiate in good faith new provisions that, as far as legally possible, most nearly reflect the intent of the Parties and that restore the Agreement as nearly as possible to its original intent and effect.

- 14.** All the notices under this Agreement will be given in writing, postage prepaid, by certified or registered mail, return receipt requested, by personal delivery, or by reputable national overnight courier, at the addresses listed below. Notices will be deemed delivered within twenty four (24) hours of dispatch if sent via facsimile and with seventy two (72) hours of dispatch in the event of the same being sent via pre-recorded delivery. The respective addresses for such purposes has mentioned above. Either party may change its notice address from time to time by delivering notice thereof to the other party in accordance with this clause.
- 15.** This Agreement may not be modified, altered or amended in any manner except by an agreement in writing executed by the parties.
- 16.** All disputes between the parties under this Agreement shall be referred to arbitration by the parties herein as per the provisions of the Arbitration and Conciliation Act 1996 and the statutory modifications thereof from time to time. The Arbitration proceedings shall be conducted at Bangalore. The venue, time and date for the arbitration proceedings shall be solely decided by the Arbitrator appointed for this purpose.

17. The Courts at Bangalore shall exercise relevant jurisdiction of any matter of disputes or differences that may arise out of or due to any of the terms of this Agreement.
18. The PURCHASER shall retain the Original Agreement after its execution and Owners/Developers are entitled for a copy of the same.

SCHEDULE 'A' PROPERTY

All that piece and parcel of the Property bearing Municipal **No.233/87/3, residentially Converted lands in Sy.No.87/3 of Thanisandra Village**, Situated at Thanisandra village, K.R.Puram Hobli, BBMP Ward No.6, Bangalore East Taluk, formerly Bangalore South Taluk, totally measuring 1 Acre 34 Guntas and bounded by :-

East by	:	Lands in Sy.No.87/4,
West by	:	Lands in Sy.No.87/2,
North by	:	Government Road,
South by	:	Lands in Sy.No.87/3.

SCHEDULE 'B' PROPERTY

(Description of the undivided share in the Schedule 'A' Property agreed to be conveyed)

_____ Sq.ft. undivided share, right, title and interest in Schedule 'A' Property.

SCHEDULE 'C' APARTMENT

(Description of the Apartment agreed to be conveyed)

RESIDENTIAL APARTMENT bearing **No._____**, in "**___**" **Block**, in _____ **FLOOR**, measuring about _____ **sq.ft.** of super built area, consisting of **___ Bed Rooms** with RCC roofing, Vitrified flooring, flush doors and aluminum windows including proportionate share in common area such as passage, lobbies, staircase contained in the residential apartment complex known as "**AMIGO ESTELLA**" comprising of basement Parking, ground and Four upper floors constructed on the Schedule 'A' Property with **One Covered** car parking space exclusively earmarked for the sole use and enjoyment of the PURCHASER inclusive of the proportionate share in the common areas such as passages, lobbies, lift, stair-case and other areas of common use.

SCHEDULE – ‘D’: RIGHTS & OBLIGATIONS OF THEPURCHASER

(Details of the rights to the common passages, amenities and services of the PURCHASER herein and the other PURCHASER of the Residential apartments in “**AMIGO ESTELLA**”)

1. Full rights and liberty for each owner of the building and all persons authorized or permitted by the other owners of buildings (in common with all other persons entitled), permitted or authorized to the like rights at all times by day or by night, and for all purposes to go, pass and repass the staircase, Common Areas and the passage inside and outside the residential buildings constructed in the Schedule ‘A’ Property.
2. The right to adjacent and lateral support and shelter and protection from the other parts of the aforesaid buildings and roof thereof.
3. The free and uninterrupted passage of running water, soil, gas, electricity from and to the construction through the sewers, drain and watercourses, cables, pipes and wires at any time hereinafter passing through the building or any other part thereof.
4. Right to passage for each owner of the apartment and his agents or workmen to other parts of the building at all reasonable times including the area on which the water tanks are situated for the purposes of cleaning or repairing or maintaining the same.
5. Right to passage for each owner of a apartment and other owners of apartments and his agents or workmen to the other parts of the buildings at all reasonable times, on notice to enter in or upon other parts of the buildings for the purpose of repairing, cleaning, maintaining or renovating and causing as little disturbance as possible and making good any damage.
6. Right to lay cables or wires through common walls or passages for radio, television, telephone and such other installations, however, respecting the equal rights of others in respect of the same.
7. The right for the owners of apartments, their servants, workmen and others at all reasonable times on notice to enter into or upon other parts of the building for the purpose of repairing, maintaining, renewing, altering or rebuilding the construction referred to in Schedule ‘C’ above or any part of the building giving subjacent and lateral support, shelter or protection to the Schedule ‘C’ Residential Apartment.

8. The right to do all or any of the acts mentioned in Clause 7 above without any notice in the case of emergency.
9. The right to use enjoy the common roads, common areas and open spaces and common facilities, amenities and services provided in the project in accordance with the purpose for which they are provided without endangering or encroaching the lawful rights of the other owners.
10. The PURCHASER shall be entitled in common with the PURCHASER of the other apartments in the building to use and enjoy the common area and facilities listed hereunder:
 - a. Entrance, lobbies, passages and corridors,
 - b. Lifts/pumps/generators,
 - c. Staircases and driveways in the basements, roads and pavements.
 - d. Gym, Club house, Swimming pool with toddler pool, Landscape Garden, Jogger's Track, Health spa, Children's play area, Sandpit, Indore games.

OBLIGATIONS OF THE PURCHASER

The PURCHASER in proportion to his share along with other purchases in proportion to their shares have accepted the following conditions and have agreed to fulfill the obligations mentioned below and contracted to bear the following common expenses:

1. The PURCHASER shall duly pay the proportionate share of costs and expenses as mentioned below from the date of taking possession of the said Schedule 'B' Property and Schedule 'C' Residential Apartment or from the date of execution of Sale deed, whichever is earlier.
 - a) Proportionate share of costs and expenses including the incidental charges and the deposits payable to BESCO, BWSSB towards the electrical, water and sanitary connections, service charges, proportionate cost of captive power utilized for the generator, other taxes, levies, property tax, expenses incurred for property tax assessment, etc in respect of the Schedule 'B' Property and the Schedule 'C' Residential Apartment.
 - b) Maintenance deposits and/or charges as fixed by the OWNERS/DEVELOPER or the association of apartment owners.
 - c) Expenses towards insurance, routine maintenance and upkeep of common amenities and facilities and expenses incurred towards painting, white washing, cleaning etc, of the common areas in the multistoried residential apartment complex.

- d) Maintenance, upkeep and insurance of lifts, pump sets and other machineries and equipment's, sanitary and electrical lines common to the building.
 - e) Payment of the electrical and water charge for common services.
 - f) Replacement of bulbs and electrical fittings in corridors and common passages and lobbies.
 - g) Provisions of watchmen, lift-operators, pump-operators and other security personnel and other office personnel, till such time the association is formed and registered, the services mentioned above will be carried out/rendered by the Owners/Developer and thereafter, the decision taken by the majority of the PURCHASER and the interpretation of the clauses given by the majority of the PURCHASER shall prevail over the views/interpretations of individual or minority of the PURCHASER.
2. Should the PURCHASER default in making payments due for any common expenses, benefits or amenities, the OWNERS/DEVELOPER or the association of apartment owners shall have the right to remove such common benefits or amenities, facilities, services including electricity and water connection provided for the PURCHASER enjoyment.
 3. No individual PURCHASER and/or a minority group of PURCHASER shall refuse to pay towards the maintenance of common amenities, facilities and services and/or repairs to and replacement of machinery employed for operating the common amenities whether or not they make use of such amenities or facilities or services.
 4. Not to interfere with the peaceful possession and enjoyment of the terrace area allotted and sold to the PURCHASER of residential apartments on the top floor or with the garden area allotted and sold to the PURCHASER of residential apartments on the ground floor and not to seek any right or interest or make any claim in respect of the same.
 5. The PURCHASER shall maintain at PURCHASER cost the said apartment and parking space/garden area/Terrace area in good condition, state and order and shall abide by all the laws and regulations of the Government, Bruhat Bangalore Mahanagara Palike, Bangalore Development Authority, City Municipal Council and any other duly constituted authority from time to time in force, and answer and be responsible for all notices or violations and of any of the terms and conditions in the Sale deed, from the date of execution of the sale deed and/or handing over possession of the Schedule 'C' Residential Apartment, whichever is earlier.

6. The shall use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in the apartment building in common with the other Apartment Owners and to permit free passage of water, sanitary, electricity and electrical lines, through and along the same or any of them and to share with the other Apartment Owners the cost of maintaining and repairing all common amenities such as common accesses staircases, lifts generator, etc., and to use the same as aforesaid and/or in accordance with the Rules, Regulations, Bye-Laws and terms of the Association to be formed by or among the Apartments Owners in the building.
7. The PURCHASER hereto hereby undertakes to become a member of an Association to be formed by all the apartment owners in order to ensure that in respect of common amenities all expenses like repairs and maintenance, insurance, fees, corporation taxes, levies, electricity and water charges, deposits with Electricity Board, Water Supply and other departments are met proportionately and for this purpose to introduce suitable conditions and stipulations in its bye-laws, rules and regulations. Such an association as and when formed also be responsible for taking the necessary steps and precautions to ensure safety of the common amenities and facilities including the provisions of firefighting equipment etc.,
8. The PURCHASER hereby also undertakes to execute and register a deed of declaration as required to be made under the provisions of the Karnataka Apartment Ownership Act, 1972 along with the other apartment owners. The Association formed by the PURCHASER herein shall take all the necessary steps to prepare the deed of declaration and get it signed by all the apartment owners and register the same with the sub-registrar exercising relevant jurisdiction.
9. The PURCHASER shall permit the OWNERS/DEVELOPER or the Owners' Association with or without workmen at all reasonable times to enter into and upon the Apartment/Parking Space/Garden/Terrace or any part thereof for the purpose of repairing, maintaining, re-building, cleaning and keeping in order and condition all services, drains, structures or other conveniences belonging to or servicing or use for said apartment and also for the purpose of laying, maintaining, repairing and testing drainage, water pipes and electric wires and for similar purposes and also for the purpose of cutting off the supply of water and electricity etc, to the Apartment/Parking space/Garden/Terrace or other common areas of the building or to the occupiers of such Apartment/Parking Space/Garden as the case may be who have defaulted in paying the share of the water, electricity and other charges.

**SCHEDULE – ‘E’: RESTRICTIONS ON THE RIGHTS OF THE APARTMENT
OWNER:**

Each owner of the apartment so as to bind himself/herself to his/her successors, executors, administrators, legal representatives and assignees with the intention of promoting and protecting his rights and interests as the OWNER of the construction referred to in the Schedule – ‘C’ above and in consideration of covenants of each owner of a residential apartment binding on the other owners of the buildings and the constructions thereon hereby agree to be bound by the following covenants.

1. Not to raise any construction in addition to that mentioned in the Schedule ‘C’ above.
2. Not to use or permit the construction referred to in Schedule ‘C’ above in a manner which would diminish the value or utility in the property described in Schedule ‘C’ above or in any construction made thereof.
3. Not to use the space in the land described in Schedule ‘A’ above left upon after the construction for parking any heavy vehicles or to use the same in any manner which might cause hindrance for the free ingress or exit from any part of the construction.
4. Not to default in the payment of her/his share of any taxes or levies to be shared by the other joint owners of the property described in the Schedule ‘A’ hereunder or expenses to be shared by all the owners of the apartment constructed thereon or any specified part thereof.
5. Not to decorate the exterior of the Schedule ‘C’ Residential Apartment otherwise than in a manner agreed to by the other owners of the apartments in the residential apartment complex.
6. Not to cause change / modification in elevation of the Residential Apartment Complex constructed on the Schedule ‘C’ Property.
7. Not to make any arrangement for the maintenance of the building referred to in Schedule ‘C’ above other than those agreed to by all other owners of apartments and in the event of failure of all the owners agreeing to any arrangement, by the majority of the owners.
8. The parking space sold for any owner of the building shall be used for parking their cars respectively by them or their duly authorized servants. The other owners of apartments who have not purchased parking space

shall not park their cars in the parking space earmarked on the Schedule 'C' Property.

9. Not to seek change of name of the residential apartment complex known as **"AMIGO ESTELLA"** constructed on the Schedule 'A' Property.

IN WITNESS WHEREOF THE PARTIES HERETO AFFIX THEIR SIGNATURES TO THIS AGREEMENT ON THE DAY, MONTH AND YEAR HEREINABOVE FIRST MENTIONED IN THE PRESENCE OF THE UNDERMENTIONED WITNESSES:

WITNESSES:

1.

(represented by their GPA Holder
M/s. AMIGOESTELLA INDIA LLP
represented by its Managing Partner
M.HAMZA ALI).

**DEVELOPER (M/s. AMIGOESTELLA INDIA
LLP, represented by its Managing Partner
M.HAMZA ALI)**

2.

PURCHASER
(Mr. _____)

ANNEXURE

DETAILS OF SPECIFICATIONS IN RESPECT OF THE SCHEDULE 'C' RESIDENTIAL APARTMENT:

SUPER STRUCTURE: RCC framed structure.

WALLS: Internal and External walls with 6" solid concrete blocks.

PLASTERING: Smooth finish in interior walls and sponge finish exterior walls.

DOOR: Main door frame Teak Wood, Shutters (BST) Door, Other doors frames Red saal wood with flush shutters.

WINDOW: UPVC Windows& shutter with safety grill.

FLOORING: Vitrified tiles (2 X 2 or 3 X 3) for living, Dining, kitchen, bedrooms & anti Skid for toilets, Johnson / Somany / Equivalent make, Superior Quality Granite for stair case.

KITCHEN: 20MM Granite stone platform with Stainless steel sink (Futura Make), ceramic tiles with dado up to 2' height.

TOILETS: Imported Ceramic tiles for flooring and dado up to 7'0" height with standard fixtures (Jaguar & Hind ware).

ELECTRICAL: Concealed copper wiring & high quality modular switches with adequate number of points (Finolex & Anchor Roma).

PAINTING: Premium Emulsion for internal, Apex Ultima for exterior walls and enamel paint for wooden works and grills (Asian Paints).

LIFT: Six passenger capacity Automatic operated Stainless Steel lift of SCHINDLER/JOHNSONS make.

WATER SUPPLY: Adequate water supply through bore well, Cauvery water & Two separate Tanks.

GENERATOR: Generator Backup 1KVA For each Flat, For lift & common areas.

AMENITIES :

Club House, Gymnasium, Indoor Games, Swimming Pool, Children's Play Area, Jogging Track, Sewage Treatment Plant .

Security System : Security cabins at all entry & exit points.

DG Backup Power : for all common services ; and 1 Kva for each flat.

Digital TV and telephone points shall be provided in living and master bedroom.
