

AGREEMENT OF SELL

THIS AGREEMENT TO SELL is made and executed on this the **XX** day of **XXX**, Two Thousand and Twenty-Two (**XX. XX.XXXX**), at Bengaluru by and between:

- 1. SRI. BASAVA REDDY**, Son of Late Venkataramanappa, Aged about 62 years,
- 2. SMT. R. PRABHA**, Wife of Basava Reddy, Aged about 54 years,
- 3. SRI. B. MANTHAN**, Son of Basava Reddy, Aged about 36 years,
- 4. MASTER. NISHANTH M**, Son of B. Manthan, Aged about 06 years,
- 5. MASTER THANVISH M**, Son of B. Manthan, Aged about 04 years,

Sl.No.4 & 5 being minors represented by their natural guardian father B. Manthan.

- 6. SRI. B. HARINANDAN**, Son of Basava Reddy, Aged about 32 years,
- 7. SMT. CHAITRA B**, Daughter of Basava Reddy, Aged about 30 years,

All are Residing at No.1286, 17th Cross, 5th Main, Near Syndicate Bank, HSR Layout, Sector-7, Bangalore South, Bangalore-560102.

All are represented by his GPA Holder **M/s. ABHEE DEVELOPERS**, a Partnership Firm, having its office at 393, 1st Floor, 15th Cross, 5th Main Road, Sector-6, HSR Layout, Bangalore-560102, represented by its Managing Partner **R. NAGARAJA REDDY**.

Hereinafter referred to as the “**VENDOR**” (Which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest and permitted assigns).

AND

M/s. ABHEE VENTURES PRIVATE LIMITED, a Company registered under the provisions of Indian Companies Act, 2013, (**Earlier known as M/S. ABHEE DEVELOPERS**), a registered Partnership Firm, having its registered office at 393, 1st Floor, 15th Cross, 5th Main Road, Sector-6, HSR Layout, Bangalore-560102, represented by its Managing Director **R. NAGARAJA REDDY**.

Hereinafter referred to as the “**DEVELOPER /PROMOTER / CONFIRMING PARTY**” (Which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest and permitted assigns).

IN FAVOUR OF :

1) Mr.xxxxxxxxxxxxxxxxxx, S/o x xxxxxxxxxxxxxxxxxxxxx, Aged about xx years

PAN : x xxxxxxxxxxxxxxxxxxxxx

AADHAAR No: x xxxxxxxxxxxxxxxxxxxxx

2) Mrs. xxxxxxxxxxxxxxxxxxxxx, W/o x xxxxxxxxxxxxxxxxxxxxx Aged about xxx years

PAN : x xxxxxxxxxxxxxxxxxxxxx

AADHAAR No: x xxxxxxxxxxxxxxxxxxxxx

Residing at xxxxxxxxxxxxxxxxxxxxx.

Hereinafter referred to as the **“PURCHASER/S/ALLOTTEE”** (Which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest and permitted assigns).

WHEREAS, the owners confirm that, they are the absolute Owners of the Residentially converted land bearing Survey Number 34/5 (Old Survey Number 34/2A, Earlier No.34/2), measuring to an extent of 28 Guntas, situated at Mullur Village, Varthur Hobli, Bangalore East Taluk, which is more fully described in the **Item No.1** to the Schedule A hereunder.

WHEREAS, the owners confirm that, they are the absolute Owners of the Residentially converted land bearing Survey Number 34/6 (Old Survey Number 34/2A, Earlier No.34/2), measuring to an extent of 30 Guntas, situated at Mullur Village, Varthur Hobli, Bangalore East Taluk, which is more fully described in the **Item No.2** to the Schedule A hereunder.

WHEREAS, the owners confirm that, they are the absolute Owners of the Residentially converted land bearing Survey Number 34/7 (Old Survey Number 34/2A, Earlier No.34/2), measuring to an extent of 01 Acre 19 Guntas, situated at Mullur Village, Varthur Hobli, Bangalore East Taluk, which is more fully described in the **Item No.3** to the Schedule A hereunder.

WHEREAS, the owners confirm that, they are the absolute Owners of the Residentially converted land bearing Survey Number 34/2B1 (Old Survey Number 34/2B, Earlier No.34/2), measuring to an extent of 01 Acre 04 Guntas, situated at Mullur Village, Varthur Hobli, Bangalore East Taluk, which is more fully described in the **Item No.4** to the Schedule A hereunder.

Item No.1 to 4 are collectively referred to as **SCHEDULE A PROPERTY**.

WHEREAS, the First Party do not possess requisite expertise knowledge for construction of apartment complex comprising of different dimensions as per the approved plan are looking out for the person/firm/Second Party who are having expertise knowledge of developing the property and having experience of real estate business, the First Party has executed the Joint Development Agreement on

11.12.2020, vide document bearing No.4323/2020-21 and also executed a General Power of Attorney on 11.12.2020, vide document bearing No.197/2020-21 in favour of the Developer for the development of the Schedule A Property into a multistoried Apartment Complex.

WHEREAS, the Developer has obtained the sanction building plan on 25.08.2021, vide No. BDA/PA/ME/AA/TA-4/E/08/2021-22 issued by the Bangalore Development Authority for the construction of multistoried Apartment Complex known as “**ABHEE Silicon Shine**” in the Schedule A Property.

WHEREAS, the First Party and the Developer herein have entered into an Area sharing Agreement on 16-09-2021 thereby identifying their share of flats in terms of JDA 11.12.2020.

WHEREAS, per the above said Joint Development Agreement and General Power of Attorney, the owner is entitled for 40 % of the Saleable/super built up Area and the Developer is entitled for remaining 60% of the Saleable super built up Area in the layout formed by the Developer in the Schedule Property as per the Approved Building plan from the Bangalore Development Authority empowering the builder to sell the built-up area in the Schedule A Property.

WHEREAS, the Developer/Confirming Party has registered the Project under the provisions of Real Estate (Regulation and Development) Act, 2016 on 15.12.2021, vide No PRM/KA/RERA/ 1251/446/PR/ 211215/ 004587

WHEREAS, subsequent to the above said Sharing Agreement, the said M/s. Abhee Developers being Partnership Firm is converted into a Private Limited Company known as **M/s. ABHEE VENTURES PRIVATE LIMITED**, represented by its Managing Director **R. NAGARAJA REDDY**.

WHEREAS, the First Party has executed a Confirmation Deed to the above said JDA on 16-04-2022, vide document bearing No.VRT-1-00398-2022-23 and also executed a Confirmation Deed to the above said GPA on 16-04-2022, vide document bearing No.VRT-4-00030-2022-23 in favour of the Second Party thereby confirming its rights, powers and interest over the Schedule Property.

WHEREAS, the Purchaser has understood the scheme of development of the Schedule A Property into a multistoried Building Complex and has/have agreed to purchase undivided share, right, title and interest in the Schedule A Property with an intention acquire, hold a flat to be constructed in the Schedule A Property by the Builder.

WHEREAS, for the purpose of acquiring the absolute right, title and interest in the flat to be constructed in the Schedule A Property, it is necessary for the purchaser to own, hold, posses and enjoy proportionate undivided share, right, title and interest in the Schedule A Property with the other purchasers of undivided share in the Schedule A Property and the flats to be constructed thereon.

WHEREAS, the purchaser has satisfied himself with the title of the Vendors of the Schedule A Property and also the Sanction Plans, building specifications, structural designs and drawings and all approvals and permissions for the development of the Schedule A Property is desirous to get constructed a flat through the Builder as a common builder as per the Joint Development Agreement in the Schedule A Property.

WHEREAS, the Purchaser has decided to purchase the **XXX Sq Ft** of undivided share in the Schedule A Property, which is more fully described in the Schedule A hereunder and hereinafter referred to as **SCHEDULE B PROPERTY** and requested the Builder/Second Party as a to build a Flat bearing **No. A- XXX in X -Block**, measuring **XXX Sq Ft** of carpet area equivalent to **XXX** sq ft of Super built up area in the **Xnd** Floor, which is more fully described in the Schedule C hereunder and hereinafter referred to as **SCHEDULE C PROPERTY** and one Car Parking space, fallen to the share of the Developer as per the Sharing Agreement dated 16-09-2021 entered into between the First Party and the Builder

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

1. PRICE:

The First Party/ Vendors shall sell the Undivided share in the Schedule A Property which is more fully described in the Schedule B along with flat to be constructed in the Schedule A Property, which is more fully described in the Schedule C hereunder for a Sale Consideration of **Rs XXX (Rupees XXX Only)** (inclusive of Car Parking charges), shall be payable to the Vendors/First Party exclusive of Taxes, Deposits, all payments to be made for connections to BESCOM, BWSSB, Registration Charges, Stamp Duty & Khata Charges as applicable which the Second Party/Purchaser agrees to pay and has agreed to purchase the same for the above said Sale Consideration, subject to the condition that there shall not be any escalation in the price for any reason whatsoever.

The Purchaser has paid advance Sale Consideration Rs XXX (Rupees XXX Only) to the Developer in the following manner:

S.No	Cheque No.	Bank Name	Date	Total Amount
1	XXX	XXX	XXX	
2	XXX	XXX	XXX	
3	XXX	XXX	XXX	

2. PAYMENT SCHEDULE:

The purchaser shall pay the balance said Sale Consideration shall be paid at the time of the execution of the sale deed by the Vendor and Developer.

3. PURPOSE OF SALE:

The Sale of Schedule B Property shall be to enable the Purchaser to get constructed a flat described in the Schedule C herein through the Developer under the aforesaid scheme. The Developer shall alone have the right to construct the Schedule C flat. The Purchaser shall not object for construction of flats by the other Purchasers in “**ABHEE Silicon Shine**” or subsequent phases. The Purchaser shall not be entitled to question the sale price that will be settled between the Vendor, Developer and Purchasers of rest of the flats to be constructed on the Schedule ‘A’ Property.

4. PAYMENT OF TAXES, DEPOSIT ETC.,

- (i) The purchaser shall be liable to pay the property taxes, cesses and all other outgoings in respect of Schedule B Property and the Schedule C Flat from the date of readiness for occupation, viz., date of the Occupation Certificate from the Builder, of the Schedule C Flat for which a notice is received from the Vendors, whether or not the purchaser has taken possession of the Schedule C Flat.
- (ii) The purchaser shall pay to Developer, BESCO deposits, BWSSB deposits. The purchaser shall also pay to the Developer all the charges, levies, incidental cost and other taxes that may be levied or imposed and sought to be demanded and recovered by the municipal corporation, Bruhat Bengaluru Mahanagar Palike, Bangalore Development Authority and /or any department of the Government or any other public authorities in respect of the schedule A property and construction of the multistoried building thereon, and the Schedule C Flat, either before, at or after delivery of possession of the Schedule C Flat, in proportion to the respective undivided shares in the Schedule A Property and the Super Built-up area of the Schedule C Flat.
- (iii) The purchaser shall also bear all expenses and costs towards the stamp duty, registration and legal charges in respect of this agreement and the absolute deed of sale and all other incidental costs and expenses.

5. LEGAL CHARGES:

The Purchaser/Second Party shall be liable to pay all such amounts as may be demanded by the First Party and Developer towards getting the necessary documents prepared for completing the legal formalities for conveying the apartment, car parking, together with the undivided right, title and interest in the Schedule A Property.

6. EXPENSES FOR GETTING KHATAS BIFURCATED:

All expenses that may be incurred in the matter of getting the Khata of the Schedule C Flat in favour of the Purchaser/Second Party shall be borne and paid by the Purchaser/Second Party.

7. CONSTRUCTION AGREEMENT:

As stated above, the sale of the Schedule 'B' Property has enabled the purchaser to get constructed the Flat described in the Schedule C through the Developer and own the same. The purchaser has accordingly entered into a construction Agreement this day with the Developer for construction of Schedule C Flat on the terms and conditions set out therein. The Construction Agreement between the Developer and the Purchaser and this Agreement shall be treated as part and parcel of one transaction and the construction agreement and this Agreement are complimentary to each other and co-terminus. The termination of either of these Agreements will result in termination of the other agreement without having to independently and separately terminate the same.

8. DEFAULT CLAUSE:

- (a) Time is of essence of this agreement, as the purchaser has already paid the advance sale consideration under this agreement to the Builder/ First Party, the First Party and Builder have agreed to handover the Schedule B and C properties with a living condition within **December 2023** with a grace period of 6 months.
- (b) If the First Party / Builder fails to complete and handover the Schedule B and C Properties, the purchaser is at liberty to cancel this agreement. On cancellation the First Party / Builder repay the entire sale consideration to the purchaser along with the interest payable shall be the State Bank of India highest marginal cost of lending rate. However, if the purchaser intends to continue with agreement and accepts to take the possession on completion of the Schedule B and C Properties, the First Party / Builder shall pay penalty of Rs. 5,000/- (Rupees Five Thousand Only) per month for the delayed period.
- (c) In case of delay of payment from purchaser for more than 2 installments, Vendor / Builder can terminate the Agreement and Entitled to recover from purchaser along with the interest payable shall be the State Bank of India highest marginal cost of lending rate of sale Consideration as liquidated damages. If Purchaser default in payment as per the payment schedule he shall be liable to pay the interest payable shall be the State Bank of India highest marginal cost of lending rate on the outstanding amount till the payment of the balance amount.

9. BUILDER'S LIEN:

The Developer, the common builder shall have the first charge and lien on the Schedule B Property and the Schedule C Flat, until the purchaser pays the entire sale

consideration and all other charges, deposits etc., referred to in this agreement and also complies with all the terms and conditions of this agreement.

10. OBLIGATIONS/DUTIES OF THE PURCHASER:

- (i) The purchaser shall be entitled to the schedule B property, as a co-owner along with the other purchasers of undivided shares in the schedule A property.
- (ii) The purchaser shall not have any objection whatsoever to the use of the schedule A property by the other co-owners or anyone claiming through them.
- (iii) The purchaser shall not ask for partition or separate possession of the schedule A Property.
- (iv) The purchaser shall not claim or demand any severance or separate performance of any individual term or provision of this agreement without being bound and liable at the same time to perform the rest of the terms and conditions of this agreement.
- (v) The purchaser shall not seek severance of the undivided share in the schedule A property from the schedule C apartment, as the schedule B property and the schedule C apartment shall be held or dealt with together at all times and not separately.
- (vi) The purchaser shall not question the land price and the apartment price that may be collected by the Vendor and Developer from the other purchasers of apartments.

11. COMMON AREAS:

- (i) The common areas forming part of the schedule A property and the multistoried building thereon, namely, the land comprising of the recreational areas, garden areas, internal access roads and driveways, etc. shall be enjoyed commonly by all the Flat owners, except the reserved car park/terrace.
- (ii) The Developer shall be entitled to develop such common areas as they may at their discretion decide from time to time.

12. CAR PARK AND OTHER AREAS:

- (i) The Vendor/Builder shall be entitled to deal with car park areas and earmark, reserve, retain and sell basement car park areas in the schedule A property.
- (ii) The purchaser may purchase a car parking space at additional cost, failing which the purchaser, his successors or any one claiming through him shall have no right to park his/her/their vehicles in any part of the building complex including the land appurtenant to the building and shall not object to the sale of the car parking spaces aforementioned to the other owners of other apartments.
- (iii) The car parking space, if any, purchased by the purchaser shall be used for that specific purpose only and not for any other purpose.

- (iv) The Vendor/Builder may allot the exclusive right of use of terrace areas to various apartment owners and the purchaser shall have no objection to the same.

13. MEMBERSHIP OF OWNER'S ASSOCIATION:

- (i) The purchaser shall become a member of the apartment owners association to be formed under the Karnataka Apartment Ownership Act and/or any other law in force as and when called upon by the Vendor/Builder and shall observe and perform the terms and conditions, bye-laws, rules and regulations of the said association.
- (ii) The said association will maintain the common amenities, pay for the common expenses, pay taxes of the building, look after the welfare, maintenance and repairs etc., of the apartment complex and the machinery and facilities and fittings installed there at.
- (iii) The purchaser shall pay such deposits, costs, charges, registration fee and such other expenses as may be required for the formation of the apartment owners' association and other formalities for obtaining registration of deeds of declaration, if any, of the apartments including the professional fees and charges and for other matters incidental thereto.
- (iv) Before taking possession of the Schedule C Apartment, the Purchaser/s shall be liable to deposit maintenance charges with the Builder towards his/her/their share of maintenances of common amenities & Common expenses for a period of first Six months and thereafter Builder will hand over the maintenance to the Owners Association to be formed by the Builder.

14. TRANSFER OF RIGHTS BY THE PURCHASER:

The purchaser may, with the consent in writing of the Vendor/Builder, transfer or assign or convey his/her/their rights under this agreement to any other person upon payment of all the monies due and payable under this agreement to the Vendor and upon payment of the transfer fee of 10% (Ten Percent) of the Sale Consideration to the Vendor.

15. MAINTENANCE:

- (i) The purchaser shall maintain the front, the side and the rear elevations of the apartment in the same form as the Builder have built and shall not at any time alter the elevations in any manner whatsoever without the consent in writing of the Builder or the association of apartment owners, as the case may be.
- (ii) The purchaser shall, from the date of taking possession of the schedule C apartment, maintain the schedule C apartment at his own cost in a good and tenantable condition and shall not do, or suffer to be done, anything in or to the schedule C apartment and/or common passages which may be against the municipal bye-laws and/or the terms and conditions of this agreement and/or the rules and byelaws of the apartment owners' association.

16. INSPECTION OF DEEDS AND DOCUMENTS:

The purchaser affirms that the purchaser has taken inspection of the photo copies of the title deeds, documents, approvals, permissions and the sanctioned building plan given by various authorities and the architectural and structural drawings and building specifications relating to schedule A property and the building to be put up thereon and is satisfied about the same. The Vendor assures the Purchaser that they have not created any charge on the Schedule-A property and that all Original documents and deeds are in their safe custody and that the Vendor shall hand over all ORIGINAL documents/deeds/approved plans etc. to the Association of Apartment Owners as soon as it is formed and the said Association shall be the custodian of the Original documents/deeds thereafter.

17. SPECIFIC PERFORMANCE:

Either party shall have the right to enforce specific performance of this contract

18. NAME OF THE BUILDING:

The residential apartment building complex to be constructed on the schedule A property shall always be known as **“ABHEE Silicon Shine”** and the same shall not be changed or altered on any account whatsoever, unless so desired by the developer.

19. SCHEDULES:

The particulars, description, details, rights, restrictions, duties and obligations mentioned in the schedule A to G hereunder and the schedule of payments shall be read as a part of this agreement.

SCHEDULE A PROPERTY

Item No.1:

All the piece and parcel of the residentially converted land in Survey Number 34/5 (Old Survey Number 34/2A, Earlier No.34/2), measuring to an extent of 28 Guntas, situated at Mullur Village, Varthur Hobli, Bangalore East Taluk, duly converted from agricultural to non-agricultural residential purpose on 26.07.2017, vide Official Memorandum bearing No.ALN (V-2) P/SR/136/2016-17, issued by the Deputy Commissioner, Bangalore District and bounded on:

EAST BY	WEST BY	NORTH BY	SOUTH BY
Survey Number 34/2B2 & 34/3	Survey Number 34/7	Survey Number 34/6	Survey Number 34/4 & 2A

Item No.2:

All the piece and parcel of the residentially converted land in Survey Number 34/6 (Old Survey Number 34/2A, Earlier No.34/2), measuring to an extent of 30 Guntas, situated at Mullur Village, Varthur Hobli, Bangalore East Taluk, duly converted from

agricultural to non-agricultural residential purpose on on 26.07.2017, vide Official Memorandum bearing No.ALN (V-2) P/SR/136/2016-17, issued by the Deputy Commissioner, Bangalore Distirct and bounded on:

EAST BY	WEST BY	NORTH BY	SOUTH BY
Survey Number 34/2B1	Survey Number 34/7	Road	Survey Number 34/5

Item No.3:

All the piece and parcel of the residentially converted land in Survey Number 34/7 (Old Survey Number 34/2A, Earlier No.34/2), measuring to an extent of 01 Acre 19 Guntas, situated at Mullur Village, Varthur Hobli, Bangalore East Taluk duly converted from agricultural to non-agricultural residential purpose on on 26.07.2017, vide Official Memorandum bearing No.ALN (V-2) P/SR/137/2016-17, issued by the Deputy Commissioner, Bangalore Distirctand bounded on:

EAST BY	WEST BY	NORTH BY	SOUTH BY
Survey Number 34/4, 5 & 6	Survey Number 52	Road	Survey Number 35

Item No.4:

All the piece and parcel of the residentially converted land in Survey Number 34/2B1 (Old Survey Number 34/2B, Earlier No.34/2), measuring to an extent of 01 Acre 04 Guntas, situated at Mullur Village, Varthur Hobli, Bangalore East Taluk, duly converted from agricultural to non-agricultural residential purpose on on 26.07.2017, vide Official Memorandum bearing No.ALN (V-2) P/SR/136/2016-17, issued by the Deputy Commissioner, Bangalore Distirct and bounded on:

EAST BY	WEST BY	NORTH BY	SOUTH BY
Survey Number 34/1 & 34/2C	Survey Number 34/6	Road	Survey Number 34/2B2

SCHEDULE B PROPERTY

(Undivided share in Schedule 'A' Property agreed to be purchased by the purchaser)

XXX Square feet of undivided share, right, title and interest in the Schedule A property mentioned above.

SCHEDULE C PROPERTY

(Description of the apartment to be built for the purchaser)

Flat bearing **No. A- XXX** having a super built-up area of **XXX Sft** and Carpet area of **XXX Sft**, on the **XXX FLOOR, xx Block**, in the multistoried apartment building complex known as “**ABHEE Silicon Shine**” to be constructed on the Schedule A Property, along with **ONE** exclusive earmarked stilt Car Parking space.

SCHEDULE ‘D’

(Specifications of the multistoried building and the Schedule B apartment)

Structure	RCC Framed Structure and Solid Concrete Block Masonry.
Walls	External Walls of 6" Solid Block and Internal Walls with 4" Solid Block
Plastering	All Internal Walls are Smoothly plastered with lime rendering
	All External walls are Sponge finished
Painting	Interior – walls: one coat of primer and two coats of Asian emulsion Paint with smooth finish
	Exterior- walls: one coat of primer and two coats of ACE paint.
Floorings	800x800mm, size vitrified floor tiles for living, dining, kitchen and all the bed rooms, Except the Master bed room which will be of laminated wooden Flooring.
	600x600mm, size antiskid/mat finish tiles for utility and balconies
	Common Area: Anti-Skid Tiles
Toilets	Sanitary fittings of Hindware / CERA, Hindware/CERA Continental series CP fittings, Anti –Skid ceramic tiles in flooring & glazed tiles up to 7’ feet height
Doors & Windows	Main Door - Teak Wood Frame with Teak wood Shutters.
	Other Door – Sal Wood frames with flush shutters, Powder coated hardware fittings
Electrical	Concealed copper wiring with modular switches and sockets of anchor or equivalent
	Provisions of adequate light points,
	TV points in living & master bedroom
	A/C Points in Master bedroom, Living room
Lifts and Lobby	Entrance lobby with antiskid tiles. Stair case to have granite and MS railings, Two automatic 6 passenger capacity lifts of Kone/ equivalent
Kitchen	Ceramic tiles dado up to 2’ height, provision for aqua-guard point and provision for washing machine point in utility area
Cable TV	Provision for TV point in 1 bedroom and living area
WTP and STP	Provision for Centralized WTP of adequate capacity
	A sewage treatment plant for adequate capacity as per norms will be provided inside the project, treated sewage water will be used for the landscaping and flushing purpose.
Generator Back up	Generator Back-up for each flat, additional power backup for lift, water pump and common area lighting.
Security	Round the clock security, and CC TV surveillance

Car Parking Amenities	Exclusive covered car parking & open car park. Children Play Area, Fully Equipped Gym, Party Hall, Jogging Track, Rain water Harvesting, Six Passenger Lift.
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SCHEDULE 'E'

(Rights of the purchaser)

- (i) Right and liberty to the purchaser in common with all other persons entitled, permitted or authorized, at all times of the day or night, and, for all lawful purposes to go, pass and re-pass over all the common areas like lobbies, terraces, lifts, staircases and passages inside and outside the multistoried building and on the common areas in the schedule A property.
- (ii) Right to subjacent and lateral support and shelter and protection to each of the apartments in the building from the other parts of the multistoried building and from the side and the roof thereof.
- (iii) Free and uninterrupted passage of running water, sewage, soil, gas, electricity and communications from and to the apartment through sewers, drains and water courses, pipes, cables and wires which are now, or may at any time hereafter be, in, under or passing through the multistoried building or any part thereof.
- (iv) Right of passage to the purchaser and the purchaser's agents or workmen to the other parts of the multistoried building and the appurtenant land at all reasonable times, and upon notice, for the purpose of repairing, cleaning, maintaining or renewing any sewers, drains and water courses, cables, pipes and wires and other common amenities and facilities without causing any damage and upon making good any damage caused to the other apartments and/or common amenities and without causing any disturbance to the other apartment owners.
- (v) Right to lay cables or wires through common walls or passages for telephone installation, video and computer and other installations; however, respecting the equal rights of the other apartment owners.
- (vi) Right to the purchaser his servants, workmen in common with all other apartment owners and their agents, at all reasonable times and upon notice, to enter into and upon other parts of the multistoried building for repairing, maintaining, renewing the schedule C apartment or any part of the multistoried building giving subjacent or lateral support, shelter or protection to the said apartment or any part thereof.
- (vii) Right to do all or any of the acts aforesaid without notice in cases of emergency.

SCHEDULE 'F'

(Restriction on the rights of the purchaser)

The purchaser so as to bind himself, his successors-in-title, heirs, legal representative and assigns and any one claiming through or under him and with a view to promoting and protecting his rights and interest as the owner of the schedule C apartment and in consideration of the covenants of the Builder binding on the owners of the other undivided shares in the schedule A property and the construction thereon, hereby agree to the same and is bound by the following covenants:

- (i) The purchaser shall not raise any construction in addition to that mentioned in schedule C above.
- (ii) The purchaser shall not use or permit the use schedule C apartment in a manner which would diminish the value or the utility of the building, pipes, cisterns, cables and wires and the like common facilities and amenities provided in the schedule A property and/or in the building put up thereon.
- (iii) The purchaser shall not use the space in the land described in schedule A above left open after the construction of the multistoried building for parking of any heavy vehicle or to use the same in any other manner which might cause hindrance for the free ingress to, or egress from, any other part of the multistoried building, except as provided for in the agreement.
- (iv) The purchaser shall not default in the payment of any taxes or levies and expenses and all other outgoings to be shared along with the other owners of apartments on the schedule A property or any specified part thereof.
- (v) The purchaser shall not decorate or paint the exterior parts of the multistoried building otherwise than in a manner laid down by the Builder.
- (vi) The purchaser shall not make any separate arrangements for the maintenance of the apartment building complex or for ensuring the common amenities therein for the benefit of all concerned other than that agreed to by the apartment owners' association. Till such arrangements are made by the apartment owners' association in the apartment complex as aforesaid, the arrangements made by the Builder shall be utilized and paid for, proportionately by the purchaser.
- (vii) The purchaser shall not keep stock or display any goods, wares advertisements or signboards or any other material in the common areas.
- (viii) The purchaser shall not put up any name board, sign board or any other logo or electrical fittings on the exterior of his apartment or on the exterior walls of the multistoried building
- (ix) The purchaser shall not do any act or deed that may spoil the appearance of the multistoried building and shall not cause any obstruction or nuisance or hindrance to the owners of the other apartments.

- (x) The purchaser shall not make any aperture or openings for exhaust fans or air conditioners on the exterior walls of the schedule C apartment.
- (xi) The purchaser shall require every person, who may become the owner of the schedule C apartment, to undertake and observe the restrictions set forth –in this agreement and in the bye-laws and rules of the apartment owners' association.
- (xii) The Purchaser shall not Raise any dispute or call in question the use of the roads in for the purpose of egress and ingress to the 'club house' and/or the organizing of events, seminars, functions, ceremonies and other activities in the 'Club House' by the Vendor/Builder or their assignees/ nominees/ agents/transferees for the members of the 'Club house' and/ or third parties.

SCHEDULE 'G'

The purchaser in proportion to his shares in the schedule A property along with the other owners of apartment in proportion to their share, shall be deemed to have accepted the following conditions and to have contracted to bear the following expenses:

- (i) All rates and outgoings payable in respect of the schedule A property and the apartment building complex put up thereon.
- (ii) All expenses towards routine maintenance including painting, white-washing, cleaning etc., and provision of the common services to the apartment building complex as set out below:
 - a) Maintenance of lifts, if any, pump-sets and other machineries, water, sanitary and electrical lines common to the apartment building complex.
 - b) Payment of electrical, water and sewerage charges for common services
 - c) Replacement of bulbs and electrical fittings in corridors and common passages and lobbies and other common areas.
 - d) Maintenance of potted plants and landscaped areas and gardens in the schedule A property.
 - e) Provision of watchmen, pump-operators and security personnel and other office personnel.
 - f) The purchaser shall have no objection whatsoever to the Builder handing over the common areas and facilities to the association of apartment owners as soon as the same is formed. Till such time the association is formed, the purchaser shall have no objection to the Builder maintaining the common areas and facilities and collecting the proportionate cost from the purchaser.

- g) The purchaser shall be liable for the charges for common amenities and charges for water, rent, electricity and water from the date of communication by the Builder to the purchaser of the readiness to hand over possession of the schedule C apartment.
- (iii) If the purchaser defaults in making payments due for any common expense, benefits or amenities as above the Builder or the association of apartment owners, as the case may be, shall have the right to remove such common benefits or amenities, facilities, services including electricity and water connection from the enjoyment of the purchaser for the period of such default.
- (iv) No apartment owner 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 he makes use of such amenities or facilities or services.

IN WITNESS WHEREOF the parties above named have signed this agreement on the date, the month and the year first mentioned above.

For M/s. Abhee Ventures Pvt Ltd
R. NAGRAJA REDDY
Managing Director

All Vendors
Rep by their GPA Holder

BUILDER / CONFIRMING PARTY:

For M/s. Abhee Ventures Pvt Ltd
R. NAGRAJA REDDY
Managing Director
VENDOR

WITNESSES:

1

XXX
PURCHASER

2

XXX
PURCHASER

Annexure “A”

Payment Plan for Sale Agreement

The cost of construction for the schedule ‘C’ property is fixed at **Rs XXX (Rupees XXX Only)** and the Second Party has to make the payments as stated below:

PAYMENT SCHEDULE

1	At the time Of Agreement	10%
2	On Completion of Footings	20%
3	On Completion Of 1st Slab	20%
4	After completion of the roof slab of the individual flat	15%
5	After completion of the plastering of the individual flat	15%
6	After completion of flooring of the individual flat	10%
7	At the time of Registration	10%