

AGREEMENT TO SELL

This **Agreement to sell** is made and executed on this theth day of _____Month, Two Thousand _____(.....0____.201_____).

BETWEEN:

M/s. SASHANK CONSTRUCTIONS,
Having its Office at #52, 2nd Main, BHEL Layout,
Chikkabettahalli, Vidyaranyapura
BENGALURU - 560097,
Represented by its Proprietor,
Ms. M. RAMESH.

(Hereinafter referred to as the "VENDOR/VENDOR" which expression shall wherever the context so requires or admits, mean and include his/their/its respective heirs, executors, administrators and assigns)

AND

1. Mr. _____
S/o. _____
Aged About _____ Years

2. Mr. _____
S/o. _____
Aged About _____ Years

Residing at:

(Hereinafter called the "PURCHASER/S" (Which expression wherever it so requires shall mean and include all his/her/their heirs, legal representatives, administrators and executors) ;

WITNESSES AS FOLLOWS:

WHEREAS the Vendor/Developer herein is the absolute owner and peaceful possession of the residentially converted land in Sy.No.7, measuring 1 acre 13 guntas out of 8 acre 16 guntas , situated at Shamrajapura Village, Yelahanka Hobli, Bangalore North Taluk, Bangalore, converted vide Order No. ALN (NAY) S.R.198/2008-2009 dated 21.03.2009 Bangalore District, which is more fully described herein below mentioned Schedule "A" and hereinafter referred to as Schedule 'A' property.

WHEREAS, thus the M/s Sashank Constructions represented by its proprietor Mr. M. Ramesh is the absolute owner of Schedule 'A' Property.

WHEREAS the Vendor being a Vendor company to develop the schedule property "A" has formulated a Scheme for residential development of the Schedule 'A' property by constructing a Multistoried Apartment Building by name **SASHANK AAVAAS**.

WHEREAS the Bangalore Development Authority (BDA) has sanctioned approval for the construction of apartments in the Schedule 'A' Property Vide Plan No. 19/2017-2018, dated: 08-01-2018.

WHEREAS the scheme for the construction of the multistoried residential apartment buildings is in accordance with the development plans/building plans sanctioned by competent authority and is subject to further modification of approval during and after construction. It is hereby made clear that whenever additional land or permission is available for construction, the developer shall be entitled to a proportionate the factors that influence such additional constructions, so long as the Saleable Area of Schedule- C Apartment(as defined herein below) is not adversely affected.

AND WHEREAS the Vendor has got some of the approvals from the concerned local authority(s) to the plans, of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building

AND WHEREAS the Purchaser/s is offered an Apartment bearing number ____on the____ floor, (herein after referred Schedule 'C' Property) in the Building called **SASHANK AAVAAS** being constructed by the Vendor.

AND WHEREAS the **Carpet area of the said Apartment is _____ Square Feet** and "Carpet Area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Purchaser/S or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Purchaser/S, but includes the area covered by the internal partition walls of the apartment.

AND WHEREAS the Vendor has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Bangalore no : _____.

WHEREAS the Purchaser/S having scrutinized and being satisfied with the title of the Vendor to the Schedule 'A' Property being good and marketable and the right , title and the sanctioned Plans and the scheme that has been formulated by the Vendor of the Development of the Schedule 'A' Property, has agreed to join the said Scheme and has approached the Vendor to purchase under the Scheme.

WHEREAS the Purchaser/S is interested in constructing and owning a Flat in Schedule 'A' Property after being satisfied with the Vendor's title to Schedule 'A' Property and with the scheme of development and whereas the Purchaser/S is desirous of acquiring _____ **Sq Ft** undivided share in the Schedule 'A' Property which is morefully set out in the Schedule "B" hereto so as to enable the Purchaser/S to have a Flat constructed which is set out in the Schedule "C" hereto through the Vendor.

WHEREAS having regard to undivided area retained by the Vendor in the Schedule 'A' Property and the number of Flats to be constructed in the scheme, the PURCHASER/S and Vendor has agreed to sell to the PURCHASER/S herein and the PURCHASER/S herein has agreed to purchase _____ **Sq.ft** undivided share in the Schedule-A Property under the Scheme, subject to the terms and conditions herein contained.

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

1. SALE PRICE AND PAYMENT:

1.1). The Vendor shall sell and PURCHASER/S shall purchase Schedule 'B' Property for the sale consideration stipulated in the Annexure-A hereto and own Schedule 'C' Property. The consideration includes Taxes/ GST and proportionate cost for

development of 'SASHANK AAVAAS ' in the drainages, compound and lighting etc., including for those detailed in Schedule" D" herein.

1.2). The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Vendor undertakes and agrees that while raising a demand on the Purchaser/S for increase in development charges, cost, or levies imposed by the competent authorities etc., the Vendor shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the PURCHASER/S, which shall only be applicable on subsequent payments.

1.3) The PURCHASER/S has assured the Vendor that the balance of the price will be paid by the PURCHASER/S to the Vendor as per the schedule of payment envisaged in Annexure-A hereto, time of payment of each installments being the essence of the contract in view of the Scheme. The Vendor has further informed the PURCHASER/S and the PURCHASER/S is fully aware that the default in payments of the balance amount would affect the entire project as envisaged, as there are other PURCHASER/S who have joined, and will from time to time join, the Scheme to purchase based on the assurance given by the PURCHASER/S that there will not be any delay in payments of the balance of the installment of the sale consideration.

2) TITLE & TITLE DEEDS:

2.1) The PURCHASER/S have taken inspection of all title deeds relating to Schedule 'A' Property and has entered into this Agreement. The Vendor undertake and assure the PURCHASER/S that the title of the Schedule 'A' Property is clear and marketable and that if there are any claims by third parties, the Vendor shall jointly ensure that the title is perfected at their costs. Then the Vendor agree to indemnify the same to the PURCHASER/S. The original title deeds of the Schedule 'A' Property will be ultimately retained by the Vendor and they agree to allow inspection of the same as and when the PURCHASER/S requires.

3) EXECUTION OF SALE DEED, STAMP DUTY, FEES ETC:

3.1) The Vendor agree to execute a sale deed of the Schedule "B" Property after payment of all sums and on compliance of terms of this Agreement. The PURCHASER/S is not entitled to claim conveyance of the Schedule 'B' Property till payment and

compliance of the agreements. The Vendor agree to execute and perform all acts, deed and things necessary and at the cost of the PURCHASER/S to effectively convey the right, title and interest in the Schedule 'B' Property in favour of the PURCHASER/S;

3.2) The PURCHASER/S shall bear fully and pay the stamp duty, deficit stamp duty and registration fee payable on the Sale Deed to be executed by the Vendor in favour of the PURCHASER/S for sale of Schedule 'B' Property and/or Schedule 'C' Property and the PURCHASER/S shall also bear the legal fees and all other expenses in connection with the registration of the Sale Deed. It shall be the responsibility of the PURCHASER/S to secure the release of the Sale Deed from the office of the concerned Sub-Registrar or any other authority and the Vendor have no liability in respect thereto.

3.3) KHATA TRANSFER: The PURCHASER/S is entitled to secure Khata of Schedule 'B' Property on purchase at his/her/their cost from the jurisdictional municipal/Panchayath office and Vendor agree to sign necessary consent letters. The Vendor will render all assistance.

4) PROPERTY TAXES:

The Vendor will pay property taxes in respect of Schedule 'B' and 'C' Property up to date of sale and the PURCHASER/S shall be liable to pay the said taxes and assessments on the Flat and other construction in Schedule 'C' Property thereafter.

5) VENDOR/VENDOR' RIGHT TO DEVELOP:

5.1) It is further agreed and confirmed by the PURCHASER/S, that the Vendor shall be free to develop the Schedule 'A' Property. The PURCHASER/S and other occupants of such property, shall have the right to use and enjoy common roads, utilities like lighting, sewerage, water and electricity and all common facilities in "SASHANK AAVAAS" to be constructed;

6) SPECIFIC PERFORMANCE:

Either party shall have the right to enforce specific performance of this contract and the PURCHASER/S will be entitled to enforce only if the PURCHASER/S has complied with all the terms without there being any breach.

7) VENDOR RIGHT:

7.1) The PURCHASER/S shall permit the Vendor and/or Management Company, their agents with or without workmen at all reasonable times to enter into and upon the

Schedule 'A' Property, or any part thereof for the purpose of repairing and maintaining, cleaning and keeping in order and condition all services, drains, cables, water covers, gutters, structures or other conveniences belonging to or serving or used for the said Flat 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 Flat etc., or other common areas as the case may be who have defaulted in paying the share of water, electricity and other charges and common expenses and also for non-compliance of the terms of this Agreement and Construction Agreement entered into with the Vendor/Vendor.

8) **OWNERS ASSOCIATION:**

8.1) The PURCHASER/S hereby agree and undertake to be a Member of the proposed Owners' and PURCHASER/S have to form an Association within six months of possession. When formed time to time sign and execute all applications for Membership and other papers, bye-laws and documents as may be necessary to form the Association and run the Association. The PURCHASER/S shall observe and comply with all the bye-laws and all the rules and regulations of the said Owner's Association and proportionately share the expenses of running the Association and its activities.

9) **NOT TO ALTER NAME:**

9.1) The PURCHASER/S shall not alter or subscribe to the alteration of the name of 'SASHANK AAVAAS' in Schedule 'A' Property'.

10) **RULES OF INTERPRETATION:**

10.1) This Agreement will be interpreted in accordance with the settled canons of interpretation of contracts subject to the following:

10.1.1. Words importing one gender will be construed as importing any other gender.

10.1.2. Words importing the singular include the plural and vice versa.

10.1.3) References to persons mean and include natural and artificial persons like bodies corporate and vice versa.

10.1.4) Save where the context otherwise requires, all obligations given or undertaken by more than one person in the same capacity are given or undertaken by them jointly or severally.

10.1.5) The division of this Agreement into Clauses and Schedules and insertion of headings in this Agreement are only for ease of reference and convenience and will not impact the construction or interpretation of any provision of this Agreement.

11) COMPLETE AGREEMENT:

11.1) The parties acknowledge that this Agreement is the complete Agreement. This Agreement supersedes Letter of Offer/ Payment Plan, any prior agreements and representations between the parties, whether written or oral. Any such prior arrangements are cancelled as at this Date.

12) AMENDMENT:

12.1) No Decision or exercise of discretion/judgment/opinion/approval of any matter arising out of or contained in this Agreement will be deemed to amend this Agreement. This Agreement may be amended only by a written document executed between the parties.

13) SEVERABILITY:

13.1) In the event that any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indications of the same are received by either of the parties from any, relevant competent authority, the parties will:

13.1.1) Amend that provision in such reasonable manner as to achieve the intention of the parties without illegality, or

13.1.2) At the discretion of the parties, such provision may be severed from this Agreement.

13.1.3) The remaining provisions of this Agreement will remain in full force and effect unless the parties decide that the effect of such declaration is to defeat the original intention of the parties.

14. COMPLETION AND DELIVERY OF POSSESSION:

14.1. The Vendor shall under normal conditions complete the construction of the Schedule 'C' Apartment by **December 2019** and grace period 5 months and deliver

vacant possession of the same to the PURCHASER/S against the receipt of the entire cost of construction of the Schedule 'C' Apartment as agreed hereinabove. However, the Vendor shall be entitled for grace period of Five (5) month on the expiry of the period agreed hereinabove subject to the availability of cement, steel and other essential items for the construction and also subject to unforeseen circumstances like act of God, Earth Quake, flood, war or other civil commotion, local disturbances, change in laws of the State, Corporation or any other causes or events beyond the control of the Vendor. In such an event, the Vendor shall complete and deliver vacant possession of the Schedule 'C' Apartment to the PURCHASER/S within such reasonable extended period as may be agreed between the PARTIES. The PURCHASER/S / shall not lay any claim if the delay is beyond the control of the Vendor .

14.2. The Vendor shall not be liable if they are unable to complete the construction of Schedule 'C' Property and development of common facilities in ` **SASHANK AAVAAS**' and deliver possession of Schedule 'C' Property by the aforesaid date by reason of non-availability of Cement, Steel and other construction materials, civil commotion or by any Act of God or if there is Governmental delay or delay is as a result of any Rule, Notification of the Government, Municipal Authority, any Court and/or any other Public or Competent Authority prohibiting construction activities and/or for reasons beyond the control of the Vendor and in any of the aforesaid events, the Vendor shall be entitled to proportionate extension of time (clearly mention here how much want to extended) for delivery and possession of the completed premises and the money till then paid by the PURCHASER/S under this Agreement shall not be refunded.

14.3. Possession of the Schedule 'C' Property shall be delivered to the PURCHASER/S by the Vendor after the same is ready for use and occupation provided all the amounts due and payable by the PURCHASER/S under this Agreement and Agreement to Sell entered with the Vendor are fully paid. The PURCHASER/S is entitled to possession of the Schedule 'C' Property after paying in full all the dues including various deposits mentioned in this Agreement and overdue interest, if any, within Ten days from the date of receipt of the notice in writing to the PURCHASER/S intimating that the said Flat is ready for use and occupation whether the possession is received by PURCHASER/S or not, time being the essence of the contract in that behalf.

14.4. Commencing Ten days after notice is given by the Vendor to the PURCHASER/S the Flat is ready for use and occupation, the PURCHASER/S shall pay to the Vendor

irrespective of the fact whether possession of Schedule 'C' Property is taken or not by PURCHASER/S;

14.4.1 Proportionate deposits which the Vendor informs towards Deposit, Wages for the persons appointed to manage and look after ' **SASHANK AAVAAS**' (such as Estate Officer, Watchmen, Security Guards, Plumbers, Sweepers, etc.,) other outgoings and expenses and all the taxes and charges including for electricity, water and other common services and the outgoings.

14.4.2 Proportionate deposits, pro-rata charges, supervision fee, Telephone Connection from Bangalore Telephones and other incidental charges.

14.5. The PURCHASER/S upon taking possession of the Schedule 'C' Property, shall deemed to have accepted the Schedule 'C' Property is fully complete in all respects and the PURCHASER/S shall not have any claim against the Vendor for any of the items of work in Schedule 'C' Property which may be alleged as not carried out or completed by the Vendor.

14.5. The Vendor hereby agree that they are liable to pay the penalty to the PURCHASER/S as per **RERA Act** per on the amounts paid under this Agreement for any delay in delivery of possession of the Schedule 'C' Property and the completion of the Flat other than for the reasons stated above, provided the PURCHASER/S has paid the amounts payable for each of the milestones completed in this agreement and also has paid the amounts payable under Agreement to Sell without any default.

15. DEFECT LIABILITY PERIOD:

15.1. Upon delivery of Schedule 'C' Property the PURCHASER/S will have no claim against the Vendor in respect of any item of work in the Schedule 'C' Property which may be alleged not to have been carried out or completed by the Vendor. The Vendor shall not be responsible for any defect in the Building Structure noticed after a period of Five Year from the date of handing over possession of Schedule 'C' Property or from the date of notifying to the PURCHASER/S as to completion of the construction of Schedule 'C' Property, whichever is earlier.

16. SHARING OF COMMON EXPENSES:

16.1. The PURCHASER/S shall pay to the Developer or the Maintenance company to be appointed by the Developer the common expenses as per clause 16.2 below and

proportionate to the area of the Schedule 'B' property for upkeep and maintenance of the common areas and providing common facilities including for items specified in Schedule 'D' herein from the date of execution of the Sale Deed or from the date of expiry of 10 days notice sent to PURCHASER/S to receive possession of the Schedule 'B' and 'C' Properties, whichever is earlier.

17. COMMON MAINTENANCE:

17.1. The Power and Authority to manage in "**SASHANK AAVAAS**" shall be subject to the over all authority and control of the Developer on all matters concerning the management of the layout and of the construction of buildings and completion thereof and the amenities in the Property. The PURCHASER/S shall observe and perform all the Rules and Regulations of the Management Company/PURCHASER/Ss Association and shall pay and contribute regularly and punctually towards taxes and other expenses including outgoings in accordance with the terms of this Agreement on demand. The PURCHASER/S from the date the Schedule 'C' Property is handed over or deemed to have been handed over shall be liable to pay to Developer/Maintenance Company/PURCHASER/S's Association proportionate share of common expenses for upkeep and maintenance of all common areas and facilities in '**SASHANK AAVAAS**' as stated in Clause 16 above within seven days of demand. Any delay/default will result in withholding of services, and restoration shall be on discharge of dues with interest at 18% per annum.

18. OWNERS ASSOCIATION:

18.1. The PURCHASER/S hereby agree and undertake to be a Member of the proposed Owners Association as and when formed and from time to time sign and execute all applications for Membership and other papers, bye-laws and documents as may necessary to form the Association and run the Association. The PURCHASER/S shall observe and comply all the bye-laws and all the rules and regulations of the said PURCHASER/S's Association and proportionately share the expenses of running the Association and its activities.

19. NOT TO ALTER NAME:

19.1. The PURCHASER/S shall not alter or subscribe to the alteration of the name of '**SASHANK AAVAAS**' in Schedule 'A' Property and/or alter the name assigned to the type of Row House and the Roads in '**SASHANK AAVAAS**'.

20. RULES OF INTERPRETATION:

20.1. This Agreement will be interpreted in accordance with the settled canons of interpretation of contracts subject to the following:

20.1.1. Words importing one gender will be construed as importing any other gender.

20.1.2. Words importing the singular include the plural and vice versa.

20.1.3. References to persons mean and include natural and artificial persons like bodies corporate and vice versa.

20.1.4. Save where the context otherwise requires, all obligations given or undertaken by more than one person in the same capacity are given or undertaken by them jointly or severally.

20.1.5. The division of this Agreement into Clauses and Schedules and insertion of headings in this Agreement are only for ease of reference and convenience and will not impact the construction or interpretation of any provision of this Agreement.

20. CONTRACT FOR CONSTRUCTION:

20.1. The Developer agree to construct the Schedule 'C' Property as per specifications in Schedule 'D' herein on behalf of PURCHASER/S has/have expressly given consent and empowered the Developer for variations and/or modifications as the Developer may consider necessary or as may be required by any Public Authority to be made in such Plans or constructions as may be necessitated due to exigencies but without substantially altering the size of the flat or its external dimensions.

21. SPECIFICATIONS:

21.1. The specifications of construction of Schedule 'C' Property agreed between the PURCHASER/S and the Developer are detailed in Schedule 'D' to this Agreement and the Developer agree to construct the Schedule 'C' Property in accordance with the said specifications subject to Clause 1.1 above.

22. PAYMENT SCHEDULE, DELAY/DEFAULT:

22.1. The PURCHASER/S has paid the Developer an advance as stated in Annexure – A hereto and the balance cost of construction shall also be paid in the manner stipulated therein.

22.2 The PURCHASER/S has assured the Vendor and the Developer that the balance of the price will be paid by the PURCHASER/S to the Developer as per the schedule of payment envisaged in Annexure A hereto, time of payment of each installments

being the essence of the contract in view of the Scheme. The Vendor and Developer have further informed the PURCHASER/S and the PURCHASER/S is fully aware that the default in payments of the balance amount would affect the entire project as envisaged, as there are other PURCHASER/ who have joined, and will from time to time join, the Scheme to purchase based on the assurance given by the PURCHASER/S that there will not be any delay in payments of the balance of the installment of the sale consideration.

22.3 All payments under this agreement to be made by Cheque or Demand Draft payable in favour of the Developer. In case of Cheque or Demand Draft payable outside Bangalore collection charges will be debited to the PURCHASER/S's account and credit for the payment made will be given on actual credit of the amount from the bank.

22.4 The PURCHASER/S agrees not to delay, or withhold or postpone the payments due as aforesaid on whatsoever ground for reasons set out above and in the event of the PURCHASER/S delaying, withholding or defaulting the payments any consequential sufferance or damages shall be at the risk of the PURCHASER/S;

22.5 In the event of there being any breach of any of the terms of this agreement or any default by the PURCHASER/S in payment of the sale consideration or any installment thereof on the due dates for whatsoever reasons, it shall be construed as the breach of contract committed by the PURCHASER/S and without prejudice to any other rights the PURCHASER/S agrees that the Developer at its discretion/option may;

(a) Either continue with this contract and claim the amounts in default/arrears with interest on the defaulted installments at the rate of 2% per month from the date of default to the date of payment and even after the amounts with interest are paid, the PURCHASER/S will not be entitled to timely possession of the undivided share;

-OR-

(b) If any breach continues for more than two months or any breach not being rectified within a period of two months for whatsoever reasons, the Developer at its discretion/option will be entitled to terminate this agreement and treat a sum equivalent to 25% of the entire sale consideration as forfeited and adjust it as pre-estimated liquidated damages which the Parties agree is the true and

reasonable pre-estimated damages that will be suffered by the Developer as the result of the PURCHASER/S's default. The said amounts will be deducted from and out of the money paid by the PURCHASER/S and the Developer will be entitled to deal with the Schedule 'B' Property, including selling the same to anybody, without any further reference to the PURCHASER/S. The balance money, if any, due to the PURCHASER/S shall be paid within 15 Days the disposal of the Schedule 'B' Property. Against the cancellation of this agreement by the Developer , the PURCHASER/S's rights under this agreement, and also the sale agreement executed on the same date, shall stand terminated immediately without any requirement of execution of any further documents;

(c) If the amount of the liquidated damages under clause 4.5(b) is more than the amount paid by the PURCHASER/S under this Construction agreement, then, the Developer will have the right to claim the difference between the amounts paid and the balance of the liquidated damages from the PURCHASER/S.

(d) If the PURCHASER/S desires to terminate this agreement for no cause, the PURCHASER/S shall notify the Developer of the intent to terminate in writing with acknowledgement and this Agreement along with the Sale agreement which is executed on the same date as this agreement shall also stand terminated. The Developer will be required to refund the amounts received less the amount set out in clause 4.5 (b) above and the return of the amounts will be in terms of clause 4.5(c) above.

- 22.6 The PURCHASER/S agrees that amount paid by the PURCHASER/S would be first adjusted towards the penalties if any payable by the PURCHASER/S from and out of each of the installment paid towards the sale consideration and the balance amount will be adjusted towards the installment amount and if there is any balance towards the installment the same shall be paid immediately to make up the installment.
- 22.7 The PURCHASER/S has agreed that acceptance of any delayed installment with interest due thereon shall not be considered as the waiver of the right of the Developer to terminate this agreement for reasons of any subsequent breach of the PURCHASER/S.
- 22.8 Upon termination of this Agreement the PURCHASER/S shall not have any claims over the Schedule 'B' Property and on the Construction Contract and the Schedule 'C' Property and the Developer shall be entitled to deal with the same as they may deem fit for their benefit without reference to PURCHASER/S.

22.9 If however, the PURCHASER/S pays up the arrears within the time stipulated in the notice of termination, the right to terminate the Agreement would lapse for such default alone and this Agreement continues to be valid.

23. INSPECTION:

23.1. The Developer has agreed to permit the PURCHASER/S to have access at all reasonable times to the works while under construction and to inspect the same. But the PURCHASER/S shall not have the right to obstruct or interfere or hinder the progress in development and/or construction on any ground and at any time. In the event of dispute in regard to the rate of progress and/or quality of construction of Schedule "C"

SCHEDULE 'A' PROPERTY

All that piece and parcel of residentially converted land in Sy. No.7, measuring 1 acre 13 guntas out of 8 acre 16 guntas , situated at Shamrajpura, Yelahanka Hobli, Bangalore North Taluk, Bangalore, converted vide Order No. ALN (NAY) S.R.198/2008-2009 dated 21.03.2009 Bangalore District, and bounded as follows:

East by : Sy. No. 6;
West by : Road;
North by : Remaining portion of the Sy. No 7;
South by : Remaining portion of the Sy.No.7.

SCHEDULE 'B' PROPERTY

(Undivided share of land in the schedule 'A' hereto)

_____ **Square Feet** undivided share in the Schedule 'A' Property.

SCHEDULE 'C' PROPERTY

(The flat agreed to be constructed)

A _____ Bedroom Flat bearing No. _____, in _____ **Floor** in the development known as "**SASHANK AAVAAS**" to be constructed in the Schedule 'A' Property", having a Carpet Area of _____ **Square Feet** and Super built-up area of _____ **Square Feet** (which is inclusive of the floors, ceiling and walls between the Flats) and proportionate share in all common areas together with One Car Parking Spaces.

SCHEDULE 'D'
(Specification of Flat and Building)

Shell: RCC frame structure with masonry partitions. The height of each floor shall be 9'6" from slab to slab.

Masonry: High quality exposed brick masonry using specially procured high-strength Clay or Ash bricks shall be provided for parts of the exteriors and interiors

FLOORING & DADO

Ivory colored vitrified tiles of size 2/2 laid with paper joints cladding of tiles above the counter upto a height of 2'.

Water Closets: Western style, ceramic EWC of Jaguar or equivalent make shall be provided in all bathrooms

Health Faucets: Health faucets of Jaquar or equivalent make shall be provided in all bathrooms.

Wash Basins: ceramic washbasins of Hindware or equivalent make shall be provided in all bathrooms.

Kitchen Sink: Stainless steel sink .

Showers: Showers of Jaquar or equivalent make shall be provided in all bathrooms.

Light Fixtures: No light fixtures or holders shall be provided anywhere in the home.

Power & Back-up: A power connection of 3 KVA shall be provided to each unit and back-up power shall also be up to 0.5 KVA.

DOORS & WINDOWS

Frames & Shutters: Door frames shall be provided in teak and external shutters shall be teak or equivalent hard Wood paneled. all internal door shutters shall be in flush.

Windows: Aluminum window frames shall be provided

Mosquito Screens: mosquito screens shall be provided for the Windows

Window Grills: No window grills shall be provided or permitted for the French Windows.

Grills shall only be provided for those regular windows where there is a sheer drop. Grills shall not be provided for bathroom windows.

PAINT

Paint: All internal paint in tractor emulsion and external in Apex.

Any steel railings etc. shall be provided with a zinc chromate primer and synthetic enamel paint.

NOTE: All specifications above are subject to change and decisions taken from time to time by the Developers shall be final and binding. In the brands mentioned above, the Developers may use equivalent brands at their discretion.

Washing Machine Point: One cold water inlet and drainage outlet for a washing machine shall be provided in the Utility.

Plumbing: All water supply lines & drainage lines shall be in PVC pipes.

Wiring: All wiring shall be of Panasonic or equivalent make, concealed in 2mm thick PVC conduit Pipes. The wiring for the 15 amp points shall be in 3/20 copper wire of 660/440 volts rating adequate for equipment of capacity upto 3.0 KW. The wiring for 5 amp points shall be of 3/22 rating adequate for wet grinders / mixers / shavers / refrigerators / washing machines and other equipment of capacity upto 1100W.

Switches: All switches shall be of Anchor or equivalent make.

Amenities:

Fitness Provisions:

- Children's play area
- Well- equipped gymnasium
- Swimming Pool
- Multipurpose party hall

Special Features:

- Centralized Gas pipeline
- Water treatment plant
- 24-hours peripheral security
- Rainwater harvesting
- 24-hours water supply
- DG power back up
- Inter com

SCHEDULE 'E'
(RIGHTS OF THE PURCHASER/S)

The PURCHASER/S shall have the following rights in respect of Schedule 'B' Property and the Flat to be constructed thereon:

- 1) The right to use the Flat only for residential purposes subject to the terms of this Agreement and Construction Agreement.
- 2) The right and liberty to the PURCHASER/S and all persons entitled, authorized or permitted by the PURCHASER/S (in common with all other persons entitled, permitted or authorized to a similar right) at all times and for all purposes, to use and enjoy the internal open spaces and other areas and facilities of common use in '**SASHANK AAVAAS**'.
- 3) The right to free and uninterrupted passage of water, electricity, sewerage, etc., from and to the Schedule 'B' Property through the pipes, wires, sewer lines, drain and water courses, cables, pipes and wires which are or may at any time hereafter be, in, under or passing through the Schedule 'A' Property or any part thereof.
- 4) Right to use underground sewerage disposal system in the Apartment and right to draw water from common water supply system subject to bearing and sharing the applicable charges directly or proportionately for the common maintenance expenses.

6) Right to use and enjoy all common services and facilities in '**SASHANK AAVAAS**', excluding private gardens which is allocated to ground floor PURCHASER/S, subject to payments of common expenses & maintenance charges.

SCHEDULE 'F'
(OBLIGATIONS OF THE PURCHASER/S)

1) The PURCHASER/S shall be entitled to aforesaid rights and facilities and shall be subject to following restrictions in the manner of enjoyment of the Schedule 'B' and 'C' Properties and PURCHASER/S agrees for the same.

1.1) The PURCHASER/S shall be entitled to make use of the common, passages and other common areas in '**SASHANK AAVAAS**' in common with other Owners of Flats and not to cause any obstruction for the free passage and movement in such common areas. The PURCHASER/S shall not cause any obstruction for free movement of men, materials and vehicles in the internal roads, passages and any common areas by placing any materials/vehicles/articles/grills etc.

1.2) The PURCHASER/S shall not put up additional/any construction to the Schedule 'C' Property after the same is constructed and handed over by the Vendor. The PURCHASER/S shall be entitled to alter the elevation and/or external colour scheme of the Schedule 'C' Property. Any changes or modifications to the structure or appearance of the exterior of the units, including garden beds, require prior written permission from the Vendor/Vendor/Agency undertaking the common maintenance in '**SASHANK AAVAAS**'. The PURCHASER/S shall submit a plan in writing with drawings or pictures indicating the location of proposed changes to the Vendor/Vendor/Agency undertaking the common maintenance in '**SASHANK AAVAAS**' before undertaking any changes in the Schedule "C" Property. The Vendor/Vendor/Agency undertaking the common maintenance shall be entitled to remove unauthorized constructions in the Schedule 'C' Property.

1.3) The PURCHASER/S shall have no power or authority to build anything in excess than the area already constructed as the Schedule "C" Property.

1.4) The PURCHASER/S shall pay maintenance deposits (as per market) and admission fee and common expenses for maintenance of the '**SASHANK AAVAAS**' and

shall pay, proportionate taxes and other expenses and out goings in respect of the Schedule `B' and Schedule `C' Property to Vendor Management Company.

1.5) The PURCHASER/S right to use the common areas and common facilities shall always form part and parcel of their right, title and interest in the site in Schedule `B' herein and the residential Flat, to be constructed thereon and does not form as an independent right (Except Private gardens area which is allocated to ground floor flats PURCHASER/S).

1.6) The PURCHASER/S shall pay the pro-rata or stipulated property taxes and cesses and outgoings levied on and expenses for the maintenance of common areas and common facilities including common water charges, street lights, security, repair and maintenance and applicable taxes.

1.7) The PURCHASER/S shall maintain the surroundings clean and shall not cause any nuisance to the neighbors.

1.8) The PURCHASER/S shall not use the Schedule 'C' Property other than for Residential purposes for which it is taken and not to use it for any illegal or immoral or non-residential purposes.

1.9) The PURCHASER/S shall not sub-divide the Schedule `B' Property or sell portions;

1.10) The PURCHASER/S shall abide by all the laws and regulations of the Government, 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 this Agreement to Sell.

1.11) The PURCHASER/S in the event of leasing the Schedule `C' Property shall keep informed the Agency maintaining the common areas about the tenancy of the Schedule `C' Property and giving all the details of the tenants and occupants. Notwithstanding the leasing, the primary responsibility to adhere to all the rights and obligations of the PURCHASER/S contained herein and in the Construction Agreement shall be that of the PURCHASER/S and it shall be the responsibility of the PURCHASER/S to ensure that the tenant/lessee follows all the rules and regulations that may be prescribed for the occupants of the Flat in **`SASHANK AAVAAS '.**

1.12) The PURCHASER/S shall not sink a bore well or create/dig any wells in the Schedule 'B' Property.

1.13) The PURCHASER/S shall not encroach upon any open spaces in the Schedule 'A' Property and shall keep the same free from any obstructions. The PURCHASER/S shall not trespass into other Flats or areas not earmarked for common use.

1.14) The PURCHASER/S shall not throw garbage/used articles/rubbish in the common areas and open spaces neighboring Flats and open spaces left open in the Schedule 'A' Property. The PURCHASER/S shall strictly follow rules and regulations for garbage disposal as may be prescribed by the Agency maintaining the common areas and facilities in '**SASHANK AAVAAS**' from time to time.

1.15) The PURCHASER/S shall not:

1.15.1) Close Roads, passages and other common areas in '**SASHANK AAVAAS**'

1.15.2) Default in payment of any common expenses, property taxes or levies to be shared by the Owners or common expenses for maintenance of '**SASHANK AAVAAS**'.

1.15.3) Install machinery, other than pumps and generators, store/keep explosives, inflammables/prohibited articles, which are hazardous, dangerous or combustible in nature.

1.15.4) Throw any rubbish or used articles in '**SASHANK AAVAAS**' other than in the Dustbins provided.

1.15.5) Create nuisance or annoyance to other occupants and owners by allowing pounding, running machinery and causing similar disturbances and noises.

1.15.6) Use the Schedule 'C' Property other than for residential purposes for which it is taken and not to use it for any illegal or immoral or non-residential purposes.

1.15.7) Use it for any industrial or non-residential purposes or sell portions.

1.15.8) Do anything that may adversely affect the aesthetic appearance/beauty of the building.

1.15.9) Use the Schedule 'B' Property or permit the same to be used for any other purpose which in the opinion of the Vendor to cause nuisance or annoyance to occupiers of the other Flats in the said property '**SASHANK AAVAAS**' or to the Owners or occupiers of the neighboring properties.

Schedule 'G'
(Maintenance)

1) The PURCHASER/S shall use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in the Schedule 'A' Property in common with the other 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 Owners the cost of maintaining and repairing all common amenities such as common accesses, generator, etc.,.

2) The common areas and facilities shall be for common use and enjoyment of all owners of '**SASHANK AAVAAS**' and no owner including PURCHASER/S shall bring any action for partition or division of any part thereof.

3) The PURCHASER/S can make use of the common areas and facilities in accordance with the purpose for which they are intended without hindering or encroaching upon the lawful rights of other Flats owners in '**SASHANK AAVAAS**'.

4) The PURCHASER/S shall have no objection whatsoever to the Vendor handing over the common areas and the facilities to a Owners Association for upkeep and maintenance and collect the expenses incurred there of.

5) The maintenance of the entire common areas shall be done by Vendor until Owners Association takes over and PURCHASER/S shall pay all common expenses and other expenses, taxes and outgoings in terms of this Agreement and Construction Agreement. The Owners Association shall be liable to manage the common areas and services. The main purpose and object is maintenance of the Schedule 'A' Property and manage the affairs of the same keeping due accounts, provide all facilities to the

occupants of the Schedule 'A' Property and collect from the owners/occupants the proportionate share of maintenance cost and out goings.

6) The PURCHASER/S and other owners of Flats in the Schedule 'A' Property shall deposit for built up area Schedule 'C' Property or such sums as are required by the Vendor towards maintenance and management of the common areas and facilities in '**SASHANK AAVAAS**' (subject to further revision from time to time) and shall be utilized for the maintenance and management of the common areas and facilities and any deficit shall be made good by the PURCHASER/S proportionately as and when demanded.

7) No owner including PURCHASER/S can get exempted from liability for contribution towards common expenses by waiver of the use or enjoyment of any common areas and facilities or by abandonment of Flat.

ANNEXURE 'A'

The PURCHASER/S shall pay a total consideration of **Rs. _____/- (Rupees _____ Only)**. to the Schedule 'C' property.

The balance amount of **Rs. _____/- (Rupees _____ Only)** shall be paid in the following manner:

1	AGREEMENT (Including Booking)	20%
2	Footing concrete including centering work	10%
3	Stilt Floor Slab	8%
4	Ground Floor Slab	8%
5	First floor Slab	8%
6	Second floor Slab	7%
7	Third floor Slab	7%
8	Fourth floor Slab	5%
9	Fifth floor Slab	5%
10	Sixth floor Slab	5%
11	Seventh floor Slab	5%
12	Eight floor Slab	4%
13	Ninth Floor Slab	2%
14	Electrical and other works	2%

15	REGISTARTION	4%
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Note: The Purchaser/S shall pay to the Vendor a sum of Rs. for meeting all legal costs, charges and expenses. And Rs. _____ towards Corpus Fund.

IN WITNESS WHEREOF the parties have signed and executed this Agreement to sell on the day, month and year first above written:

WITNESSES:

1)

VENDOR/VENDOR
(Sri. T. Narasimhulu)

2)

PURCHASER/S
(_____)