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1-1304



ಕರ್ನಾಟಕ ಸರ್ಕಾರ

ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾತ್ಮಕ ಇಲಾಖೆ

ಪ್ರಮತ್ತ 15

(78 ನೇ ಪ್ರಕರಣ ಹಾಗೂ 110ನೇ ನಿಯಮವನ್ನು ನೋಡಿ )

Receipt No : 20652

ಕಾರ್ಫೆರ್ : ಇಂದಿರಾನಗರ

Original

ದಿನಾಂಕ : 04/03/2020

ಶ್ರೀ Mr.Assedulha Khan S/o Mr.Basha - ಇವರಿಂದ ಸ್ವಾತಂತ್ರ್ಯದಾರಿ

2019 - 20 ವರ್ಷದ ಪ್ರಸ್ತುತ - 1 ಪ್ರಸ್ತುತ 10950 ಸಂಖ್ಯೆಯ ಪತ್ರದ ನೇಂದಾವಣೆಗಾಗಿ

ರೂ. ಪೈ.

ನೋಂದಣಿ ಶುಲ್ಕ	200.00
ಸೇವಾ ಶುಲ್ಕ	1505.00
ಒಟ್ಟು :	1705.00

Rs. 1705.00 ನೇಡಾಗಿ Paid In Cash Rs.1705

ನೇಡಾಗಿ ಸ್ವೀಕರಿಸಿದ ಮುದ್ರಾತ್ಮಕ ಶುಲ್ಕ : ----- + 0  
ಒಟ್ಟು : 1705.00

(ಅಕ್ಷರದಲ್ಲಿ) (ರೂ. ಒಂದು ಸಾವಿರದ ಏಕು ಸೂರ್ಯ ಇಂದು)

ಮೇಲಿನ ದಾಖಲೆಯನ್ನು 04/03/2020 ದಿನದಂದು ಕೊಡಲಾಗುವುದು

ಸೆಬ್ ರೆಚೆನ್ ರೆ ಇಂದಿರಾನಗರ  
ಬೆಂಗಳೂರು ಸ್ಟೇಟ್ ಕಾರ್ಪೊರೇಟ್ ಕಾರ್ಪೊರೇಟ್  
ಇಂದಿರಾನಗರ, ಬೆಂಗಳೂರು



BK-1-10950  
2019-2020

SIRIRAM  
**LUXOR**  
The luxury of the perfect life

2019  
43  
2019-2020  
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THIS AGREEMENT FOR SALE ("AGREEMENT") IS MADE AND EXECUTED ON THIS THE 04<sup>TH</sup> DAY OF MARCH, YEAR TWO THOUSAND TWENTY (04/03/2020) AT BENGALURU:

: BY:

M/s. PRAVEEN URBAN INFRASTRUCTURE, A Partnership Firm, having its Office at: No.203, 2<sup>nd</sup> Floor, Batavia Chambers, Kumarakrupa Road, Bangalore - 560 001, Permanent Account Number of M/s.Praeven urban infrastructure is AALFP2449P, Represented by its Partners:

- 1) **Mr. PRAVEEN P. SHAH**, Major, son of Mr.P.H.Shah, residing at No.286, (New No.10), 17<sup>th</sup> Cross Road, Upper Palace Orchards, Sadashivanagar, Bangalore - 560 080.
- 2) **Mrs.BABITA** also known as **Mrs.BABITA N. PATWARI**, Major, wife of Mr.Narendra C, residing at No.186, Manasara Road, Indiranagar, Mysore - 570 010.
- 3) **Mr. SAMPATH RAJ BADERA**, Major, son of Mr.Kesarimalji Badera, residing at No.2, Police Road, Ranasingpet, Bangalore - 560 053.
- 4) **Mr. M. BHARAT KUMAR**, Major, son of Mr.Mithalal Bhansali, residing at No.331, 10<sup>th</sup> 'A' Main Road, Third Block, Jayanagar, Bangalore - 560 011.

hereinafter called the 'SELLER' represented by their power of attorney holder, M/s. Shriprop Builders Private Limited, represented by its Authorized Signatory Suresh Babu-P (Which expression wherever it so requires shall mean and include all its partners, their respective heirs, legal representatives, administrators, executors and assigns etc.,) OF THE ONE PART:

: AND:

M/s. SHRIPROP BUILDERS PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its Office at No.31, 2<sup>nd</sup> Main Road, T.Chowdaiah Road, Sadashivanagar, Bengaluru - 560 080,represented by its Authorised Signatory, Suresh Babu-P, hereinafter referred to as 'BUILDER' (which expression wherever it so requires shall mean and include all its successors-in-interest and assigns etc.,) OF THE SECOND PART;

AND:

**Mr. Assedulha Khan**, Aged about 56 years, Son of Mr. Basha,  
Residing at: C-203/Lotuo Park 2, Aqsa Masjid ST/FDC Road,  
Opp: - 24, Karata Multiplex Bandivali Jogeshwari, West Jogeshwari-Mumbai-400102.

Hereinafter referred to as the 'PURCHASER/S'

(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, legal representatives, administrators, executors and permitted assigns etc.) OF THE OTHER PART:

WHEREAS,

A. The Sellers herein are the full and absolute owners by title and in actual possession and enjoyment of all that property measuring 04 (four) and Acres 31 (thirty one) Guntas in Sy.No.160/1 (old Sy No.160 carved out of Sy No.16) situated at Kannur Village, Bidarahalli Hobli, Bangalore East Taluk, duly converted for non-agricultural residential purposes vide order of the Special Deputy Commissioner, Bangalore District, Bangalore, bearing No.BDIS.ALN.(E)(B)SR 156/2007-08 dated 07/11/2008 and morefully described in Schedule 'A' herein and hereinafter referred to as the Schedule 'A' Property.

For Shriprop Builder Pvt.Ltd.



Authorised Signatory

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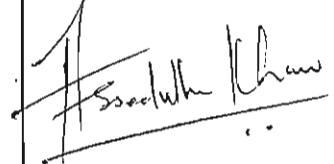
ದಾಖಲೆ ಸಂಖ್ಯೆ : 10950

2 ನಿಸ್ತಾರಣೆ ಸಂಖ್ಯೆ 10950  
2019-20

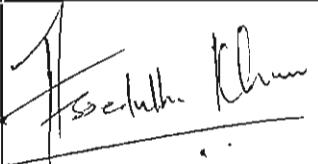
ಇಂದಿರಾನಗರ ದಲ್ಲಿಯಲ್ಲಿ ಉಪನ್ಯಾಸಾಂದರ್ಶಕಾರಿ ಶಿವಾಜಿನಗರ ರಸ್ತೆ ಕೆಂಪೆರಿಯಲ್ಲಿ ದಿನಾಂಕ 04-03-2020 ರಂದು 01:25:28 PM ಗಂಟೆಗೆ ಈ ಕೆಂಪೆ ವಿವರಿಸಿದ ಶುಲ್ಕಮೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಹೆಚ್ಚೆ
1	ನೋಂದಣಿ ಶುಲ್ಕ	200.00
2	ಸೇವಾ ಶುಲ್ಕ	1505.00
	ಒಟ್ಟು:	1705.00

ಶ್ರೀ Mr. Assedulha Khan S/o Mr. Basha ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೋ	ಹಣ್ಣಿಟ್ಟನ ಗುರುತು	ಸಹಿ
ಶ್ರೀ Mr. Assedulha Khan S/o Mr. Basha			

ಉರ್ದುಕ್ಕೆದ್ದಾಗಿ(ಮತ್ತು ಪೂರ್ವ/ಭಾಗಿಗಳಿಗೆ ಪ್ರತಿಫಲ ರೂ..... (ರೂಪಾಯಿ.....  
ಒಟ್ಟುರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹಣ್ಣಿಟ್ಟನ ಗುರುತು	ಸಹಿ
1	Mr. Assedulha Khan S/o Mr. Basha  (ಒರೆದುಹೊಂಡಬಬರು)			
2	M/s. Praveen Urban Infrastructure Rep by Its Partners Mr. Praveen P. Shah, Mrs. Babita also Known as Mrs. Babita N. Patwari, Mr. Sampath Raj Badera, Mr. M. Bharat Kumar Rep by their PA Holder M/s. Shriprop Builders Private Limited Rep by Its Authorised Signatory Mr. Suresh Babu.P  (ಒರೆದುಹೊಂಡಬಬರು)			For Shriprop Builders Pvt. Ltd.  Authorised Signatory

ಉರ್ದುಕ್ಕೆದ್ದಾಗಿ  
ಇಂದಿರಾನಗರ, ಬೆಂಗಳೂರು

3-ನೆಂಬುಡ್ ನಂಬ್ರ 10950/-

2019-20

B. The Sellers further represents that the Schedule 'A' Property along with other properties were originally owned and possessed by one of the partners of the Firm Mrs.Babita, she having purchased from her vendors, Smt.Jagadeeshwari and Smt.Shanta Kumari, in terms of a sale deed dated 07/04/2005 registered on 04/05/2005 as document No.KRI-1-03624/2005-06 in Book-1 and stored in C.D.No.KRID138, in the Office of the Senior Sub-Registrar, Krishnarajapuram, Bangalore. Since then Mrs. Babita started enjoying the Schedule 'A' Property as absolute owner. Pursuant thereto, a Rectification Deed dated 30/11/2009 registered as document No.BDH-1-03848/2009-10 in Book-1 and stored in C.D.No.BDHID31, in the Office of the Sub-Registrar, Bidarahalli, Bangalore, was executed to rectify certain errors in the aforementioned Sale Deed dated 07/04/2005.

C. Mrs.Babita secured conversion of the Schedule 'A' Property for non-agricultural residential purposes vide order of the Special Deputy Commissioner, Bangalore District, Bangalore, bearing No.BDIS.ALN.(E)(B)SR 156/2007-08 dated 07/11/2008 and thereby the Schedule 'A' Property became fit for residential use.

D. Subsequently, Mrs.Babita, also known as Mrs.Babita N. Patwari, along with Mr.Sampathraj Badera, Mr.Praveen Shah and Mr.M.Bharath Kumar, constituted a firm of partners in terms of a Partnership Deed dated 14/12/2009 under the name and style of M/s.Praveen Urban Infrastructure, the Sellers herein and the said Mrs.Babita N. Patwari contributed all her right, and interest in the Schedule 'A' Property as her capital contribution in the Sellers and thereby, the Schedule 'A' Property became one of the capital assets along with other capital assets of the Sellers and the Sellers are registered with Registrar of Firms at Bangalore as No.Firm/GNR/460/2009-10 dated 14/12/2009 and thereafter, modified vide Rectification Deed dated 27/03/2010.

E. The Schedule 'A' Property measuring 4 Acres and 31 Guntas in old Sy.No.160 was carved out of Sy No.16 was subdivided, bifurcated and assigned with fresh Sy.No.160/1 situated at Kannur Village, Bidarahalli Hobli, Bangalore East Taluk, and up to date taxes in respect of the Schedule 'A' Property are paid to Kannur Village Panchayat. The Sellers are thus fully seized and possessed of the Schedule 'A' Property with power and authority to sell or otherwise dispose of the Schedule 'A' Property in favour of any person they deem it fit.

F. The Sellers for its/their needs intended to dispose of the Schedule 'A' Property by way of sale or otherwise develop the Schedule Property. The Sellers being interested to develop the Schedule 'A' Property entrusted the same to the Builder, in terms of Development Agreement dated 03/02/2014, registered as Document No.INR-1-07987/2013-2014 of Book-1 and stored in CD No.INRD85 in the office of the Sub-Registrar, Shivajinagar (Indiranagar) Bangalore ("Development Agreement"). In terms of the 'Development Agreement', the Builder agreed to undertake development in the Schedule 'A' Property by constructing a high rise multistoried residential apartment building and has agreed to share sales proceeds of the land and building on revenue sharing basis which is morefully provided therein. The Sellers have simultaneously executed a General Power of Attorney dated 03/02/2014 in favour of Builder, registered as Document No.INR-4-00958/2013-14 in Book-IV and stored in C.D.No.INRD85, in the Office of the Sub-Registrar, Shivajinagar (Indiranagar), Bangalore, ("General Power of Attorney") empowering the Builder to sell or otherwise dispose of Schedule 'A' Property by way of sale, in whole or in portions or in form of the undivided shares, with or without built-up areas or in any other manner on such terms and conditions as the Builder deems it fit in favour of any purchaser/s or in favour of nominee/s or assignee/s.

G. The Builder and the Sellers under the 'Development Agreement' and the 'General Power of Attorney', have decided to construct a residential apartment project along with all attendant facilities, infrastructure and amenities called as "Shriram Luxor" ("Project"). To complete construction and development of the "Project", the BUILDER has secured a Building Plan sanctioned from the Bangalore Development Authority (BDA) bearing No.BDA/NM/AA-2/TS-3/North/12/2015-16 on 16/07/2015 ("Building Plan"). The Building to be constructed shall comprise of a Two basements, Ground Floor + 13 Upper Floors, Terrace and a Club House consisting of a Ground Floor + Four Upper Floors and terrace area on Schedule 'A' Property. It is clarified that though the extent of land shown in Schedule 'A' Property measures 04 Acres and 31 Guntas (19,323.57 Sq. Mtrs) the "Building Plan" sanctioned by BDA is confined to 18,564.54 Sq.mt as the remaining area of 759.03 Sq. Mtrs is earmarked for proposed 15M wide Comprehensive Development Plan (CDP) Road from out of Schedule 'A' Property.

For Shriprop Builder Pvt.Ltd.

Authorised Signatory

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ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋರ್ಮ್‌ಎಂಬೆಲ್	ಹೆಚ್‌ಟ್ರಿಂಗ್ ಗುರುತ್ವ	ಸಹಿ
3	M/s.Shiprop Builders Private Limited Rep by Its Authorised Signatory Mr.Suresh Babu.P (Builder).  (ಒರೆದುಕೊಡುವವರು)			For Shriprop Builders Pvt. Ltd.  Authorised Signatory

लाला शंकर राव

4. ನೀವು ಕ್ರಾಂತಿ ಮಾಡಿ I ಪದ್ಧತಿಯನ್ನು 10950

2019-20

ಹೆಚ್ಚಿನ ಗುಪ್ತ ಮೊಂದಿಕ್ಕಾಡಿಕಾರಿಗಳು  
ಇಂದಿರಾನಗರ, ಬೆಂಗಳೂರು

S. No. 10950 of  
2018-20

H. In pursuance of the 'Development Agreement' and 'General Power Of Attorney' executed by Sellers, the Builder is authorised by Sellers to develop Schedule 'A' Property by constructing Residential Apartments Complex/Buildings and to convey the entire development along with undivided right, interest and share of land in Schedule 'A' Property, and share the proceeds there from in the ratio provided in the Development Agreement.

I. By virtue of the aforesaid, all the development rights and sale rights are presently held by Builder and therefore, the "Project" shall be developed solely and exclusively by the Builder.

J. The Real Estate Regulatory Authority has registered the "Project" as an 'ongoing project' vide Registration No. PR/KN/170802/001017 in accordance with the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 hereinafter referred to as "the Act".

K. The Sellers and Builder have evolved a scheme of ownership of Residential Apartments in Schedule 'A' Property, in terms of which any person desirous of owning an apartment in the "Project" will be nominated by the Builder to purchase a portion of the undivided interest, right and title of the Schedule 'A' Property from the Sellers and such buyer by virtue of agreeing to purchase the undivided interest in the Schedule 'A' Property will be entitled to the right of getting constructed the chosen apartment in the "Project" exclusively through the Builder and upon conveyance of the undivided share in the Schedule 'A' Property, such person will perfect his/her/their title over the residential apartment got constructed by the Builder. Upon sale in the overall scheme, the entire Schedule 'A' Property will be jointly owned and held by the owners of the apartments through an Association and each of them having a definite undivided share in the Schedule 'A' Property and absolute ownership to the respective Apartments with right to use in common with others, all the common areas, amenities and facilities, within the Schedule 'A' Property. The scheme as described above forms the basis of sale and ownership of the Apartments in "Project".

L. The Purchaser/s herein after due verification and scrutiny, being satisfied with the title of the Sellers to Schedule 'A' Property and with the scheme propounded by the Builder and sanctions obtained by them, is/are interested in joining the scheme aforesaid.

M. The Purchaser/s expressed interest for allotment of an Apartment in the "Project" vide application in relation to Apartment No. D-1304 having Carpet Area measuring 96.13 Square Meters / 1034.74 Square Feet and Super Built-Up Area of 133.77 Square Meters / 1440 Square Feet, in Building -I (which includes proportionate share in common areas such as passages, lobbies, lifts and staircases) along with access to an exclusive balcony area of 7.21 Square Meters /77.61 Square Feet, in Thirteenth Floor in D -Tower along with One Covered Car Parking Space in the 1<sup>st</sup> Level Basement / 2<sup>nd</sup> Level Basement / Surface Level (hereinafter referred to as "Schedule 'C' Apartment", as permissible under the applicable laws and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act. The Floor Plan of the apartment is annexed hereto and marked as Annexure-5 to this Agreement.

N. The Purchaser/s hereby confirm/s that he/she/they is/are executing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the "Project" and after taking legal advice and after having gone through all the terms herein and understanding the rights and obligations and disclosures made by Sellers/Builder and contained herein. The Purchaser/s is/are aware and consented that the Common Areas, amenities and facilities in the "Project" shall be ultimately maintained by the Association of Apartment Owners in the "Project".

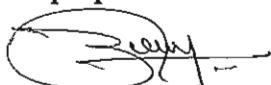
O. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

P. Subject to payment of sale price, cost of construction and all other sums and in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Sellers/Promoter hereby agree to sell and the Allottee/Purchaser/s hereby agree/s to purchase the Property specified in para above.

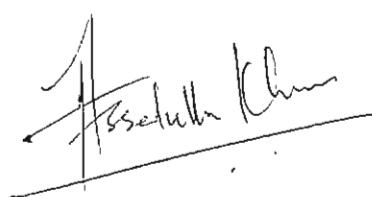
Q. The Purchaser/s is/are entering into this Agreement for the allotment of the Schedule 'C' Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the "Project" in general and this "Project" in particular. That the Purchaser/s hereby undertake/s that he/she/they shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment at his/her/their own cost.

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**For Shriprop Builder Pvt.Ltd.**



**Authorised Signatory**



గురుతిసుషప్తు

6. ಸೆ ಕ್ರೆಡಿಟ್ ಕ್ಯಾರ್ಡ್ 1 ಪಂಕ್ ಬೆಂದಿ ಸಂಖ್ಯೆ 10950  
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2019-20

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	Shivaraj No. 40/43, 8th Main, 4th Cross, Sadashivanagar, Bangalore	
2	Ramesh No. 40/43, 8th Main, 4th Cross, Sadashivanagar, Bangalore	

Leonard

କୁରିଯୁ ଯାପୁ ନୋଇଦିନାଧିକାରୀଙ୍କୁ  
୩୦ଦିନାପରେ, ଚୋଗର୍ଜୁଲୁ



Designed and Developed by C-DAC, ACTS, Pune

ಹಿರಿಯ ಖವ ಹೇಳಿದ್ದಾರಿಹಾರ್ಗ್ರಾಮ  
ಇಂದಿರಾನಗರ, ಬೆಂಗಳೂರು

T.N.G. 2019-20  
10950 F

R. The Sellers and Builder have hence offered to sell Schedule 'B' Property and the Builder shall exclusively construct for Purchaser/s and deliver Schedule 'C' Apartment free from all encumbrances and the Purchaser/s accepted the said offer and agreed to purchase the Schedule 'B' Property and get constructed and own Schedule 'C' Apartment free from all encumbrances for consideration mentioned herein. The Sellers have agreed to convey Schedule 'B' Property and Schedule 'C' Apartment being constructed exclusively by the Builder, subject to, Purchaser/s complying with the terms and conditions of this Agreement and payment to the Builder all the amounts detailed in this Agreement.

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

**1) DEFINITIONS AND INTERPRETATION:**

**1.1 Definitions:**

Unless the context otherwise requires, the following capitalized terms shall have the meaning set forth below.

- (a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (Central Act of 2016) and includes the Karnataka Real Estate (Regulation and Development) Rules, 2017 where the context so requires;
- (b) "Agreement" shall mean this agreement to sell the Schedule 'B' Property and construction of the Schedule 'C' Apartment, including the schedules and annexes hereto, as may be amended from time to time;
- (c) "Applicable Law" means all laws, statutes, regulations, codes, bye-laws, ordinances, treaties, judgments, decrees, directives, rules, guidelines, orders, policies and other requirements of any Governmental Authority having jurisdiction over the Schedule 'A' Property which are in effect or as may be amended, modified, enacted or revoked from time to time hereafter;
- (d) "Association or Association of Apartment Owners or Owners' Association" shall all mean the same, being the Association of Apartment Owners to be formed by the Sellers/Builder, in respect of the "Project" as per the provisions of the Karnataka Apartment Ownership Act, 1972, in the form of a Company or Trust or Society or in the form of any other entity;
- (e) "Association Agreement" shall mean the Maintenance Agreement between the Association and the service provider for maintenance of the Common Areas, Amenities and Facilities in the "Project";
- (f) "Booking Amount" shall mean a sum of Rs.75,02,085/- (Rupees Seventy-Five Lakhs Two Thousand and Eighty-Five Only) paid to the Sellers forming part of the total consideration under this Agreement;
- (g) "Balance Sale Consideration" shall mean any part of the sale consideration which has not been paid and is required to be paid under this Agreement in terms of the instalments set out in Annexure-1 hereto, each of which individually also being Balance Sale Consideration and collectively also referred to as Balance Sale Consideration;
- (h) "Balance Cost of Construction" shall mean any part of the Cost of Construction which has not been paid and is required to be paid under this Agreement in terms of the instalments in the payment plan in terms of Annexure-2 hereto, each of which individually also being Balance Cost of Construction and collectively also referred to as Balance Cost of Construction.
- (i) "Completion Period" shall mean the time period specified in Clause 13.1 of this Agreement for completion of the Project
- (j) "Completion Date" means March 2020 or such earlier date as may intimate by the Builder at the relevant time, subject to any extended period as specified elsewhere in this Agreement hereinafter.
- (k) "Carpet Area" shall mean the net useable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.
- (l) "Commencement Certificate" shall mean the modified building plan sanctioned by the Bangalore Development Authority for construction of the "Project" i.e., bearing No.BDA/EM/EO-2/TA-3/CC/T-100/2017-18, dated 12/05/2017.

For Shriprop Builder Pvt.Ltd.



Authorised Signatory

ಒ ಸ್ಟಾಪ್ ನಂ. ೧ ಪಂಚಾಂತರ ಸಂಖ್ಯೆ 10950  
2019-20

ಒಂದಿಂದಿಂದ ಪ್ರಾಣಿಗಳ ಪತ್ರಗಳ ಪ್ರಾಣಿಗಳ ಪತ್ರಗಳ

ಕನಾಡಿಕ ಸರ್ಕಾರ  
ನೋಂದಿಕೆ ಹಾಗೆ ಮುದ್ರಾಂಕ ಇಲಾಖೆ  
Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕನಾಡಿಕ ಮುದ್ರಾಂಕ ಕಾರ್ಯೀಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ Mr. Assedulha Khan S/o Mr.Basha , ಇವರು 6735.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗೆದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ  
ಪಾವತಿಸಿರುವದನ್ನು ದೃಷ್ಟಿಕೋನಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವರ್ಣ
ಇತರ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	6735.00	DD No 072767 Rs.6735/- dated 02/Mar/2020 drawn on AXIS BANK,COX TOWN (BANGALORE).
ಒಟ್ಟು:		6735.00

ಸ್ಥಳ : ಇಂದಿರಾನಗರ

ದಿನಾಂಕ : 04/03/2020

*.....*  
ಉಪ-ನೋಂದಿಕ ಮತ್ತು ಯುತ್ತ ಅಧಿಕಾರಿ  
ಹರಿಯ ಉತ್ತ (ಇಂದಿರಾನಗರ)  
ಇಂದಿರಾನಗರ, ಬೆಂಗಳೂರು

Designed and Developed by C- DAC Pune.

9/10/2015 10950/-

(m) "Common Areas of the Project" shall mean and include areas demarcated and declared as the common areas of "Project" and as detailed in Annexure-6 hereto. The Common Areas in the "Project" are subject to such reasonable, non-discriminatory rules and regulations as are prescribed by the Builder or Owners' Association to be followed by all the owners/occupiers of the apartments in the "Project";

(n) "Common Amenities & Facilities of the Project" shall mean and include those amenities and facilities of the "Project" as detailed in Annexure-6 hereto. The Common Amenities and Facilities of the "Project" are subject to such reasonable, non-discriminatory rules and regulations as are prescribed by the Builder or the Association to be followed by all the owners/occupiers of the Apartments.

(o) "Deed of Declaration" shall mean the deed of declaration to be executed by the Builder to submit the "Project", the Common Areas, the Common Amenities and Facilities of the "Project" under the provision of the Karnataka Apartment Ownership Act, 1972;

(p) "Force Majeure" shall mean the occurrence of one or more of the following events that in any manner impedes, hinders, obstructs and/or prevents completion of the Project: -

- i) war,
- ii) flood,
- iii) drought,
- iv) fire,
- v) cyclone
- vi) earthquake

Or any other calamity caused by nature including those detailed in the clause relating to events of Force Majeure.

(q) "Interest" means the rate of interest payable by the Sellers and Builder or the Purchaser/s, as the case may be in terms of this Agreement which is to be calculated at prevailing interest rate of State Bank of India highest Marginal Cost of Lending Rate (MCLR) plus 2% or such other rate of interest as specified by the State Government from time to time.

(r) "Local Authority" or "Authority" shall mean any union, state, local or other governmental, administrative, regulatory, judicial or quasi-judicial authority or self-regulating authority or agency, commission, board, tribunal, court, Bangalore Electricity Supply Company Ltd., (BESCOM), Bangalore Water Supply and Sewerage Board (BWSSB), Bangalore Development Authority (BDA), Bruhat Bengaluru Mahanagara Palike (BBMP), Real Estate Regulatory Authority, Real Estate Appellate Tribunal and shall include any other competent authority under the Act and having jurisdiction over the Schedule 'A' Property;

(s) "Limited Common Area" shall mean the Purchaser/s Car Parking Area and such other areas from and out of the Common Areas of the "Project", which are allotted for the exclusive use by the apartment owners in "Project" as they would be attached to such apartments and capable of being used by the owners of the apartments and to be maintained by the owners of the apartments at their cost and not as part of the Common Area.

(t) "Occupancy Certificate" means the occupancy certificate or partial occupancy certificate or such other certificate by whatever name called, issued by the Authority confirming completion of the "Project" or any of the block/s of building therein and pursuant thereto permitting occupation of such block/s or building for which the occupation certificate is issued;

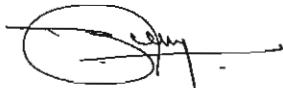
(u) "Other Costs Charges and Expenses" shall mean all the amounts set out in Annexure-3 hereto, which amounts the Purchaser/s is/are required to pay in addition to the Sale Consideration, Cost of Construction and Statutory Payments.

(v) "Party" unless repugnant to the context, shall mean a signatory to this Agreement and "Parties" unless repugnant to the context, shall mean a collective reference to all the signatories to this Agreement;

(w) "Payment Plan" shall mean the payments of instalments payable by Purchaser/s under Annexures-1 to 3 hereto. Each of which individually also being Payment Plan and collectively also referred to as Payment Plan;

(x) "Person" shall mean any natural person, limited or unlimited liability company, corporation, general partnership, limited liability partnership, proprietorship, trust, union, association, court, tribunal, agency, government, ministry, department, commission, self-regulatory organization, arbitrator, board, or other entity, enterprise, authority, or business organisation and shall include any other person as defined under the Act;

For Shriprop Builder Pvt.Ltd.



Authorised Signatory

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- (y) "Plan" or "Sanctioned Plan" shall mean the building plan, which is approved by the Local Authority prior to start of the "Project";
- (z) "The Project Account" shall mean the account opened in HDFC Bank, Richmond Road Branch, Bangalore standing in the name of the Sellers/Builder;
- (aa) "Purchaser/s Car Park/s" shall mean the car parking space/s allotted to the Purchaser/s for his/her/their exclusive use so long as the Purchaser/s own/s and occupy/ies the Schedule 'C' Apartment or by any of the occupiers of the Schedule 'C' Apartment under the authority or agreement with the Purchaser/s herein;
- (bb) "Apartment Owners/Owners" shall mean any owner or owners of Apartments in the "Project";
- (cc) "Real Estate Authority" shall mean the authority established under Section 20 of the Act for such purpose.
- (dd) "Sale Deed" shall mean the deed of sale to be executed by the Sellers and Builder, for legally conveying the absolute right, title and interest in the Schedule 'B' Property and the Schedule 'C' Apartment on the terms and conditions contained therein under the Scheme;
- (ee) "Schedule 'A' Property" shall mean the land on which the "Project" is being developed by the Sellers and more fully described in the Schedule 'A' hereto;
- (ff) "Schedule 'B' Property" is the undivided share of the land described in Schedule 'A' corresponding to the Schedule 'C' Apartment more fully set out in the Schedule 'B' hereto;
- (gg) "Schedule 'C' Apartment" is the apartment which is being constructed under the Scheme and more fully described in the Schedule 'C' hereto by the Sellers and Builder for the Purchaser/s;
- (hh) "Statutory Payments" shall mean statutory charges including Goods and Service Tax ("GST") as applicable from time to time, which will be payable by the Purchaser/s in addition to the Sale Consideration, Cost of Construction and Other Cost Charges and Expenses, under this Agreement;
- (ii) "Super Built Up Area" of any Apartment shall mean the aggregate of (i) the Carpet Area of an Apartment and (ii) thickness of the external walls (iii) balconies and terraces and a proportionate share of the built-up Common Areas in the "Project"; and
- (jj) "TDR" shall mean Transfer of Development Rights that the Sellers and Builder have used to take sanction of the plan by BBMP/BDA for construction of the "Project".

**2) AGREEMENT TO SELL AND CONSTRUCT:**

2.1) That in pursuance of the aforesaid agreement and in consideration of the Purchaser/s agreeing to participate in the scheme of development and paying the consideration stipulated for sale of Schedule 'B' Property and the cost of construction of Schedule 'C' Apartment and all applicable taxes, charges, etc., agreed to be paid in terms of this agreement and subject to the Purchaser/s complying with all the terms herein, the Sellers and Builder hereby agree to sell and the Purchaser/s hereby agree to purchase the Property described in Schedule 'B' herein consisting of an undivided share, right, title, interest and ownership in the land in Schedule 'A' Property and further the Sellers and Builder hereby agree to construct for the Purchaser/s the apartment in Schedule 'C' Property in terms of the scheme envisaged as above.

2.2) It is clarified between the parties that possession, constructive or physical, of the Schedule 'B' and 'C' Properties has/have not been transferred or delivered to the Purchaser/s under this Agreement.

2.3) The total consideration payable under this Agreement is the aggregate of monies payable under Annexure - 1, 2 and 3 (except stamp duty and registration fees GST).

**3) CONSIDERATION FOR SALE OF SCHEDULE 'B' PROPERTY:**

The Sellers and Builder shall sell and the Purchaser/s shall purchase the Property described in Schedule 'B' herein for the consideration stipulated in **Annexure-1** attached hereto with right to construct and own the apartment described in Schedule 'C' herein. The Purchaser/s agree/s to pay the consideration stipulated in Annexure-1 in terms stated therein.

For Shriprop Builder Pvt.Ltd.

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**4) COST OF CONSTRUCTION OF SCHEDULE 'C' APARTMENT:**

The Builder hereby agrees to construct the apartment described in Schedule 'C' herein for and on behalf of the Purchaser/s at the cost stipulated in Annexure-2 attached hereto. The cost of construction shall be paid by Purchaser/s in terms of the payment schedule stipulated in Annexure-2 attached hereto.

**5) PAYMENT OF APPLICABLE TAXES AND OTHER CHARGES:**

That in addition to payments stipulated in Annexures-1 and 2 referred to above, the Purchaser/s shall pay all the applicable taxes, cess, levies and charges, whether direct or indirect, and other charges detailed in Annexure-3 attached hereto which shall be paid as and when demanded by the Builder in terms stated therein.

**6) PAYMENT TERMS TOWARDS SALE OF SCHEDULE 'B' PROPERTY AND COST OF CONSTRUCTION OF SCHEDULE 'C' PROPERTY, ETC.:**

6.1) The Purchaser/s has/have paid the Builder the Booking Amount as part payment and balance of the Total Consideration shall be payable to the Builder as detailed in the Annexures-1 to 3 and payment in terms of Annexures is the essence of this agreement and under no circumstance there shall be delay in payment of the balance sale price and cost of construction. The payments under Annexures-1 to 3 shall be paid by the Purchaser/s within fifteen days of Builder sending a demand for payment of such instalments. Any delay in payment affects the development in the Schedule 'A' Property and would also affect the interest of other purchasers who have joined the scheme of development from time to time.

6.2) All payments shall be made by cheque/s or demand draft/s or wire transfer drawn in favour of Builder or as directed by Builder. In case any Cheque/s issued by the Purchaser/s is/are dishonoured for any reason in respect of the payments in Annexures-1 to 3 hereto, the Purchaser/s is/are not only liable for lawful action, but also be liable to pay the charges collected by the Bank.

6.3) The Sale Consideration of Schedule 'B' Property and the Cost of Construction of Schedule 'C' Property and other amounts are fixed by the Parties hereto by mutual consent and/or negotiations and the Purchaser/s shall have no right to renegotiate any of the amounts fixed under this agreement. The Total Consideration being the aggregate of the amounts specified in Annexure 1 to 3 (*not including stamp duty and registration fees*) is escalation-free, save and except increases which the Purchaser/s hereby agree/s to pay, due to increase on account of development charges payable to any authority and/or any other increase in taxes or charges which may be levied or imposed by the authorities from time to time. The Builder undertake and agree that while raising a demand on the Purchaser/s for increase in Total Consideration, the Builder will enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Purchaser/s, which shall be applicable on subsequent payments.

6.4) The Builder may allow, in its sole discretion, a rebate for early payments of instalments payable by the Purchaser/s, by discounting such early payments at the rates as shall be decided by the Builder from time to time for the period by which the respective instalment is advanced. The provision for allowing the rebate and such rate of rebate shall be subject to revision/withdrawal, without giving any notice, at the sole discretion of the Builder. Provided, however, where the provision of rebate has been allowed and monies have been paid by the Purchaser/s to the Builder, such rebate shall not be subject to any revision/withdrawal.

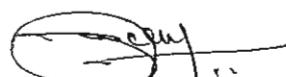
6.5) The Purchaser/s shall not be entitled to question the cost at which the Sellers or Builder sell remaining undivided share or cost of construction of other apartments in the Project for others and the quantum of deposits and other sums referred to above. The Sellers/Builder shall be free to determine and agree upon the cost of sale, construction, payment of other sums and specifications for others. The Purchaser/s shall have no right to question the same.

6.6) In the event of delay/default by the Purchaser/s to pay the balance sums in terms of Annexures-1 to 3 for any reason within the timelines specified in Clause 6.1, the Purchaser/s is/are liable to pay interest on delayed payments from due date till payment. If the payments are not made within two months of notice of demand issued under Clause 6.1, the Sellers/Builder shall be entitled, at their discretion, to terminate this Agreement and thereafter freely transact with the Schedule 'B' and Schedule 'C' Property in any manner with a third party.

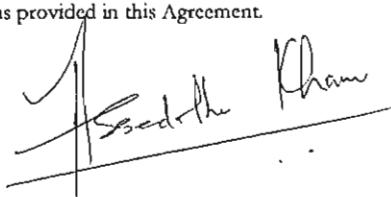
6.6.1) In the event of breach by the Purchaser/s of any of the terms of this Agreement and same not being cured within a period of 30 (thirty) days of occurrence of such breach, the Sellers/Builder shall be entitled to terminate this Agreement and on such termination the Sellers/Builder shall be entitled to the rights as provided in this Agreement.

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**For Shriprop Builder Pvt.Ltd.**



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6.7) In the event of termination as aforesaid, the Sellers/Builder, shall be entitled to forfeit Booking Amount reserved herein, and refund the balance, if any, within 60 (sixty) days from the date of termination and against execution of a duly stamped and registered Deed of Cancellation of Agreement for Sale. The statutory payments made by Purchaser/s will not be refunded.

6.8) Upon termination of this Agreement the Purchaser/s shall not have any claims over the Schedule 'B' Property and Schedule 'C' Apartment and/or on Sellers/Builder. The Sellers/Builder shall be entitled to deal with Schedule 'B' and 'C' Properties as they may deem fit for their benefit without reference to the Purchaser/s.

6.9) If the Purchaser/s has/have taken housing loan facility from any financial institution or the bank and in the event of termination of this Agreement, then in that event based on the terms of such loan, after deduction of Booking Amount and interest liabilities, the balance amount would be handed over to the financial institution or the bank, and against the receipt of such amount, the bank/financial institution shall forthwith issue "no dues certificate" in favour of the Sellers/Builder and hand over the original of this Agreement that may be deposited by the Purchaser/s or cause the Purchaser/s to hand over this Agreement against the Sellers/Builder paying the amounts to the bank or any financial institution and the Sellers/Builder shall be entitled to deal with Schedule 'B' and 'C' Properties in any manner with a third party.

6.10) The Purchaser/s shall be solely responsible to deduct taxes at source at such rate, presently 1 (one) per cent on the Total Sale Consideration, as required under section 194IA of the Income-tax Act, 1961 ("the IT Act") for each of the payments made towards the Total Sale Consideration and comply with the provisions of the IT Act. The Purchaser/s also undertake/s to issue a certificate of deduction of tax in Form 16B to the Builder on or before 5<sup>th</sup> day of the subsequent month of deduction.

#### 7) COMPLIANCE OF LAWS RELATING TO REMITTANCES:

7.1) The Purchaser/s, if a Non Resident of India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act 1999 (FEMA), Reserve Bank of India Acts & Rules (RBI) made there under or any other statutory amendments/modifications made thereof and all other applicable laws including that of remittance of payments, acquisition, sale, transfer of immovable property etc., and provide the Sellers/Builder with such permissions, approvals which would enable the Sellers and/or Builder to fulfill its obligations under this Agreement. The Purchaser/s agree/s that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by RBI, the Purchaser/s alone shall be liable for any action under FEMA. The Purchaser/s shall keep the Sellers and/or Builder fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser/s subsequent to the signing of this Agreement it shall be the sole responsibility of the Purchaser/s to intimate the same in writing to the Builder immediately and comply with necessary formalities if any, under the applicable laws. The Sellers and/or Builder shall not be responsible for any third party making payments, remittances on behalf of any Purchaser/s and such third party shall not have any right in this application/allotment of the Schedule 'C' Apartment in any way and the Builder shall issue the payment receipts in favour of the Purchaser/s only.

7.2) In terms of the provisions of the Act, Builder will deposit/has deposited portions of the amounts realised for the real estate project from the allottees/purchasers, from time to time, in a separate account maintained with a scheduled bank. The Purchaser/s specifically understand/s and consent/s that the Sellers and/or Builder are entitled and shall withdraw the amounts from the said account, in proportion to the percentage of completion of the "Project" upon certification by an engineer, an architect and a chartered accountant in practice that the withdrawal is in proportion to the percentage of completion of the "Project", and the Purchaser/s shall not raise any dispute in this regard whatsoever.

#### 8) ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Purchaser/s authorize/s the Builder to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name/s as the Builder may in its/their sole discretion deem fit and the Purchaser/s undertake/s not to object/demand/direct the Builder adjust his/her/their payments in any manner.

#### 9) LOAN:

9.1) If the Purchaser/s is/are desirous of obtaining a loan to finance the payments of the construction of the said apartment, the Purchaser/s shall at his/her/their own cost, expense, apply for such loan (hereinafter called 'the Loan') from a bank, housing finance developer, housing finance society or a financial institution (hereinafter called "the Financier") and execute all necessary forms and documents and pay all fees, legal costs, stamp duty expenses, etc., in respect thereof.

9.2) The Purchaser/s undertake/s to do all acts, things and take all steps that are required to get the loan amount disbursed and paid to the Builder without any delay and in the manner mentioned in this agreement.

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9.3) Notwithstanding whether the loan is obtained or not from the Financier, the Purchaser/s shall still be primarily liable to pay to the Builder on the due dates, the relevant installments and all other sums due under this Agreement and in the event of any delay and/or default in payment of such amount/s, the Purchaser/s shall be liable to the consequences including payment of interest on the outstanding payments as provided in this Agreement.

9.4) If the Purchaser/s fail/s to obtain the Loan for any reasons whatsoever from the Financier, the Sellers and/or Builder shall not in any way be liable to the Purchaser/s for any loss, damage, cost or expense howsoever arising or incurred and such failure to obtain the loan shall not be a ground for any delay in the payment or for any non-payment on due dates of any amounts set out in this Agreement.

9.5) The Purchaser/s shall indemnify and keep the Sellers and/or Builder, indemnified and harmless against the payments and observance and performance of all the covenants and conditions and any loss, damage or liability that may arise due to non-payment, non-observance or non-performance of the said covenants and conditions by the Purchaser/s as mentioned in the Agreement.

9.6) The Purchaser/s agree/s that in case the Purchaser/s opts for a loan arrangement with any financial institutions / banks, for the purchase of the Apartment, the conveyance of the Said Apartment in favour of the Purchaser/s shall be executed only upon the Builder receiving "No Objection Certificate" from such financial institutions/banks from where the Purchaser/s has/have availed financial assistance for development of the said "Project".

9.7) The Purchaser/s shall be liable for the due and proper performance of all the terms and conditions of loan documents.

#### 10) SPECIFICATIONS:

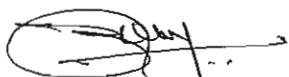
The Specifications of construction of Schedule 'C' Apartment agreed between the Builder and Purchaser/s are detailed in Annexure-4 to this Agreement and the Builder agree to construct the Schedule 'C' Apartment in accordance with the said specifications or equivalent thereto.

#### 11) DISCLOSURES:

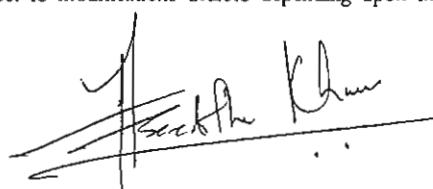
The Purchaser/s acknowledge/s and confirm/s that the Sellers/Builder have fully disclosed to the Purchaser/s as to the Sellers/Builder title and all approvals obtained by them for the development of the "Project" and the Purchaser/s has/have reviewed all of them and after having understood the implication thereof has entered into this Agreement and the Purchaser/s has/have agreed to all of the Disclosures and the Purchaser/s, expressly grant/s his/her/their consent and no objection to the Sellers/Builder to undertake every action as per Disclosures.

- a) That the Sellers/Builder has/have achieved 2.995 FAR of 57,868.616 Sq. Mtrs based upon land area in the "Project" and accordingly proportionate undivided share will be conveyed by the Sellers/Builder at the time of execution of the Sale Deed. The maximum FAR to be utilized for the Project is 57,971.316 Sq. Mtrs with an FAR of 3.00.
- b) The sale of Schedule 'B' Property is to enable the Purchaser/s to own Schedule 'C' Apartment in Schedule 'A' Property and not for any other purposes. The Purchaser/s shall not raise any objections or prohibit in any manner to exercise the powers of the Sellers/Builder under this Agreement in relation to the extent of the FAR in respect of Schedule 'A' Property either present or at any time in future. The Sellers/Builder are also entitled to utilize TDR in constructing the Schedule 'A' Property and in which case undivided share would stand varied and will be corresponding to the Apartment that is being constructed under the Scheme. Accordingly the quantum of undivided share to be conveyed i.e. Schedule 'B' Property would be finally declared in the Deed of Declaration and as per the Sale Deed.
- c) The Common Amenities and Facilities and the Common Areas will be developed by Builder in terms of Specifications and are to be maintained by all the Owners of the "Project" in common irrespective of the location of such Common Area and the Common Amenities and Facilities in the "Project".
- d) The Builder shall be entitled to grant exclusive right to use and right to deal with Limited Common Areas disclosed herein below to other Apartment owners and the Purchaser/s has/have been made available details of the Limited Common Areas of the "Project" and aware of the exclusive right of the use of such Limited Common Areas in the said the "Project".
- e) That, the Common Area of the "Project" are subject to modifications thereto depending upon the technical feasibility and for the betterment of the "Project".

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- f) That, the Sellers and Builder as aforesaid will be executing Deed of Declaration and the Association shall be executing the Association Agreement with the operator or such person appointed for maintenance of the Project. The Deed of Declaration, inter alia, would also include the obligations of the Purchaser/s to comply with the Association Agreement.
- g) That, the apartments can be used for residential purposes only in terms of the rules and regulation formulated by the Builder and/or the Association of Owners as well as the terms set out in the Association Agreement to be executed by the Association and the operator of the Common Area of the "Project".
- h) The Builder has reserved the right to grant exclusive right of use and enjoyment of Limited Common Areas to such buyers who will be opting for the same, for which the Purchaser/s has/have no objection and on the other hand he/she/they declare/s and confirm/s that he/she/they is/are fully aware of the particulars of the Limited Common Areas and it is also brought to the notice of the Purchaser/s that the Limited Common Areas will also be a part of Deed of Declaration.
- i) The computation of Total Consideration includes not only the cost of land share and cost of construction of Apartment but also cost of Common Areas, internal development charges, external development charges, cost of providing all services, amenities and facilities.
- j) The Builder has obtained finance from Aditya Birla Finance Limited in respect of the entire Schedule 'A' Property vide Memorandum of Deposit of Title Deeds dated 30-11-2015 vide Doc.No.VRT-1-03710/2015-16, in Book - I and stored in CD No.VRTD 264 registered in the Office of the Sub-Registrar, Shivajinagar, (Varthur) Bangalore, for construction and completion of the Project and in furtherance thereof has created a charge in respect of the entire Schedule 'A' Property. The Builder undertakes and acknowledges that the Builder alone is responsible for discharge of the aforesaid charge or mortgages before conveyance of Schedule 'B' Property is completed. The Builder agree to secure necessary no objection certificates from the aforesaid lender and shall furnish the same to the Purchaser/s at the time of conveyance of Schedule 'B' Property and completion of the Schedule 'C' Apartment, confirming that Schedule 'B' Property and Schedule 'C' Apartment is free from the aforesaid charge or mortgage. The Builder, subject to applicable laws, may at any point of time shall also be permitted to obtain further finance for completion of the Project by creating charge or mortgage on Schedule 'A' Property and/or any unsold residential apartments without in any manner affecting the right and interest of the Purchaser/s to the Schedule 'B' Property and Schedule 'C' Apartment.
- k) All measurements of areas shall be as per IS:1200 measurement standards and shall be determined by the Project engineer.

## 12) CONSTRUCTION OF THE PROJECT/APARTMENT:

12.1) The Purchaser/s has/have seen the Specifications of the Apartment and accepted the Floor Plan, Payment Plan and Specifications annexed along with this Agreement. The Builder shall develop the "Project" in accordance with all the approvals and Specifications and shall not make any variation /alteration / modification in such plans without the consent of Purchaser/s and other purchasers as required under the Act. However the Builder is entitled to effect minor additions/alterations as may be required by the Purchaser/s or minor changes/alterations as provided under the Act or by the local authorities.

12.2) It is made clear that many of the materials used in development of Schedule 'A' Property including in Schedule 'C' Unit includes granite, wood, etc., and are natural materials and are subject to variations in tone, grain, texture, colour and other aesthetic features, which are beyond the control of the Builder and while the Builder agrees to use the quality materials available, it is unable to assure that the materials used in the Specifications would exactly match the samples shown with regard to said features. Similarly manufacturing materials such as ceramic/vitrified tiles, anodized/powder coated aluminum, sanitary ware, etc, are subject to colour variations and warping due to the inherent manufacturing process and hence the finished product may have colour variations which are again beyond the control of the Builder. The Builder would be relying upon the manufacturers and suppliers for its raw materials, such as marble, granite, timber, tiles, aluminum, sanitary ware, etc., There is possibility that the materials specified and shown as samples may not be available at the time of construction and in such an event, the Builder reserves the right to substitute with equivalent alternative.

## 13) COMPLETION OF THE PROJECT:

13.1) That in the absence of conditions relating to force majeure and/or breach by the Purchaser/s in compliance of the obligations under this Agreement, the Builder will complete construction of the "Project" within 36 (thirty six) months with an additional time of six months grace period ("Completion Period"). It is clarified, the Completion Period is the actual duration required for completion of construction of the Project and is independent of the Completion Date.

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13.2) Provided, however, the Sellers/Builder shall not be liable if they are unable to complete the "Project" and/or the Schedule 'C' Apartment and deliver possession by the Completion Date by reason of force majeure conditions and in such circumstances the Builder shall be entitled to extension of the Completion Period for completing and handing over possession of the apartment and common areas by such time as the Builder may inform the Purchaser/s in writing and the monies till then paid by the Purchaser/s under this Agreement shall not be refunded or be entitled to any interest.

**14) DELIVERY OF APARTMENT:**

14.1) The Builder after securing Occupancy Certificate from the plan sanctioning authorities shall intimate the Purchaser/s in writing by sending a copy of the Occupancy Certificate and to receive possession of the Schedule 'C' Apartment. The Purchaser/s shall receive possession after payment of all the amounts due and payable by the Purchaser/s under this Agreement and also obtain a Sale Deed from the Sellers and Builder in respect of Schedule 'B' and 'C' Properties within the time stipulated herein.

14.2) The Purchaser/s shall take possession of the Apartment in Schedule 'C' herein after paying in full all the dues including various deposits mentioned in this Agreement and overdue interest, if any, within 60 (sixty) days from the date of issuance of the notice of completion issued by the Builder. Provided, however, where the Purchaser/s does not come forward to obtain possession in his/her/their favour within timelines as specified herein, the Purchaser/s shall be liable to pay an amount of Rs.50,000/- (Rupees Fifty Thousand Only) per month as 'holding charges' to the Builder in addition to any of the other amounts specified in this Agreement including but not limited to maintenance charges.

14.3) The Builder shall confirm the final Carpet Area allotted to the Purchaser/s after the construction of the Building is complete and the Occupancy Certificate is granted by the competent Authority, by furnishing details of the changes, if any, in the Carpet Area. The Total Consideration payable for the Carpet Area shall be recalculated upon confirmation by the Builder, if any. If there is any variation in the Carpet Area exceeding the defined limit of 2% (two percent), the total consideration shall be monetarily adjusted at the same rate per square feet as provided in this Agreement.

14.4) The Purchaser/s upon taking possession of the Schedule 'C' Apartment, shall be deemed to have accepted that the Schedule 'C' Apartment as fully completed in all respects as per the Specifications and the Purchaser/s shall not have any claim against the Sellers/Builder for any items of work in the Schedule 'C' Apartment which may be alleged as not carried out or completed by the Sellers/Builder. This, however, shall not be applicable to any defects reported by the Purchaser/s at the time of taking over of the Apartment, which shall be attended to and rectified by the Builder.

14.5) The Purchaser/s shall be liable to bear and pay to the Builder the following expenses within 15 (fifteen) days after issue of notice by the Builder to the effect that the Schedule 'C' Property is ready for use and occupation by the Purchaser/s, irrespective of whether the Purchaser/s takes possession or not:

- Minimum electricity and water demand charges;
- Property taxes in respect of the Schedule 'C' Property and other outgoings and expenses incurred by the Builder for maintenance of the Schedule 'C' Property; and
- Purchaser/s's share of common maintenance expenses i.e., proportionate share of insurance premium, wages for the persons appointed by the Sellers/Builder to manage and look after the Common Areas and facilities such as property manager, security guards, gardeners, plumbers, electricians, generator operators, sweepers etc., expenses incurred by the Sellers/Builder or the agency appointed for maintaining all the Common Areas and facilities including electricity charges, water charges, housekeeping consumables etc.;

14.6) In case the Purchaser/s default/s in registering the Sale Deed and taking the possession beyond a period of 90 (ninety) days from the date of issuance of notice of completion and Occupancy Certificate, the Sellers/Builder are entitled to terminate this agreement after forfeiture of Booking Amount and deal with the Schedule 'B' and 'C' Properties with third parties. Subsequently, the Sellers/Builder will refund the balance, if any, after adjusting all outstanding amounts, including interest on delayed payments, taxes and brokerage paid if any, after 60 (sixty) days from the date of such termination.

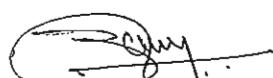
**15) TITLE & TITLE DEEDS:**

15.1) The Purchaser/s is/are provided with photo copies of all title deeds relating to Schedule 'A' Property and after being satisfied as to the title of the Sellers/Builder to the Schedule 'A' Property and their right to develop Schedule 'A' Property has/have entered into this Agreement. The Purchaser/s shall not be entitled to further investigate the title of the Sellers/Builder and/or power of the Sellers/Builder to develop and sell and no requisition or objection shall be raised in any manner relating thereto. The original title deeds of the Schedule 'A' Property will be ultimately handed over to the Association of the purchasers/allotees in terms of the Act.

Signature

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15.2) The Purchaser/s has/have no objection for the Sellers/Builder to create charge or mortgage on Schedule 'A' Property for raising funds to commence and complete the development and construction in the Schedule 'A' Property. However, the Sellers/Builder alone are responsible for discharge of the said charge or mortgage before sale of Schedule 'B' and 'C' Properties is completed. The Sellers/Builder agree to secure necessary No Objection Certificates from the lending Bank/Institution and furnish the same to the Purchaser/s at the time of conveyance of Schedule 'B' and 'C' Properties, confirming that Schedule 'B' and 'C' Properties being free from the said charge or mortgage.

**16) EXECUTION OF SALE DEED, STAMP DUTY, FEES ETC.,:**

16.1) The Purchaser/s has/have to bear the cost of stamp duty and registration fee payable on this agreement and will also pay all applicable taxes including the prescribed TDS, if applicable, on the Total Consideration of Schedule 'B' Property and/or Schedule 'C' Property and on production of the evidence of the aforesaid payment/s the sale deed shall be registered.

16.2) The Builder agrees to execute Sale Deed on compliance of the terms and payment of all sums mentioned herein and sale will be in terms of the Act, Rules thereunder and subject to terms of this agreement and in accordance with the time lines stipulated in this Agreement subject to delays for reasons constituting events relating to force majeure. The Purchaser/s agree/s not to claim conveyance or possession till compliance of the Agreement. The Parties hereto shall co-operate with each other for registration of the Sale Deed in pursuance of this agreement.

16.3) The stamp duty, registration charges, prevailing at the time of registration of sale deed, legal costs and expenses and all other miscellaneous and incidental expenses for execution and registration of Sale Deed including the Stamp Duty and Registration Fee that may be demanded by The Special Deputy Commissioner for Detection of Under Valuation of Stamps and other Authorities shall be borne by the Purchaser/s. In the event of the Sale Deed being referred to the authorities for adjudication of stamp duty and/or valuation of the Schedule 'B' Property and/or Schedule 'C' Apartment, it is the responsibility of the Purchaser/s to attend to the same at his/her/their cost and secure release of the Sale Deed. The Sellers/Builder have no liability in respect thereto.

16.4) The Purchaser/s hereby authorize/s the Sellers/Builder to draft, prepare, sign and execute the required one or more Deeds of Declaration or rectifications thereto in respect of the "Project" recording the terms and conditions relating to ownership, possession and enjoyment of the apartments and other built spaces by the respective buyers in the development and also get the same registered.

**17) PROPERTY TAXES AND KHATA:**

17.1) The Sellers will pay Municipal taxes, other rates and outgoings on the Schedule 'B' Property till the date of issue of Occupation Certificate by the Plan Sanctioning Authorities. The Purchaser/s shall be liable to pay the Municipal Taxes from the date of issue of Occupation Certificate for the building in which Schedule 'C' Apartment is a portion thereof. Upon completion of the construction, the Purchaser/s shall be liable to pay the municipal property taxes accordingly. The Purchaser/s agree/s and undertake/s to pay all government rates, taxes on land, municipal tax, property taxes, wealth tax, taxes, fees or levies of all and any kind by whatever name called, whether levied or leivable now or in future or any enhancement of the prevailing rates by any Government Authority on the said Apartment and/or the said land as the case may be.

17.2) The Purchaser/s is/are entitled to secure Municipal Khata of Schedule 'C' Property on purchase at his/her/their cost from the jurisdictional municipal office and Sellers/Builder agree to sign necessary consent letters. In the event of any demand for payment of betterment charges for securing transfer of Khata, the Purchaser/s agree/s to pay the same in proportion to the Schedule 'B' Property.

**18) REPRESENTATIONS AND WARRANTIES OF THE SELLERS & BUILDER:**

Save and except to the extent disclosed in this Agreement, the Sellers and Builder hereby represent and warrant to the Purchaser/s as follows:

- a) The Sellers are the absolute owners of Schedule 'A' Property and the Builder has the requisite right to carry out development upon the Schedule 'A' Property and there are no encumbrances upon the said Schedule 'A' Property or the "Project";
- b) The Sellers and Builder have lawful right and requisite approvals from the competent Authorities to carry out development of the "Project";
- c) To the knowledge of the Sellers and Builder that there are no litigations pending before any Court of law with respect to Schedule 'A' Property, "Project" or the Apartment.

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d) That the Schedule 'A' Property is not subject matter of any proceedings and the same is not attached or sold or sought to be sold in whole or in portions in any Court or other Civil or Revenue or other proceedings and not subject to any attachment by the process of the courts or in the possession or custody by any Receiver, Judicial or Revenue Court or any officer thereof;

e) That there are no easements, quasi-easements, restrictive covenants or other rights or servitudes running with Schedule 'A' Property which affects the peaceful possession and enjoyment of Schedule 'A' Property;

f) All approvals, licenses and permits issued by the competent authorities with respect to the "Project", said Schedule 'A' Property and Apartment are valid and subsisting and have been obtained by following due process of law.

g) The Sellers and Builder have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Apartment, which will, in any manner, affect the rights of Purchaser/s under this Agreement;

h) At the time of execution of the conveyance deed the Sellers and Builder shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Purchaser/s and the Common Areas to the Association of the Purchaser/s;

i) To the knowledge of the Sellers and Builder no other notice from the Government or any other local body or Authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Sellers in respect of the said Land and/or the "Project";

j) In the event the Sellers and/or Builder default in payment of any of the outgoings collected from the Purchaser/s which are payable to the Government Authority, the Sellers and the Builder shall be liable to pay such defaulted outgoings along with applicable penalties, even after the handover of "Project" to the Association;

k) The Sellers have secured appropriate insurances relating to the development of the "Project" and will also pay insurance premiums until the completion of the "Project".

l) The Sellers and Builder agree not to convey or confer on any other Purchasers of the apartments in the "Project" without including the covenants as are stipulated herein.

**19) REPRESENTATIONS AND WARRANTIES OF THE PURCHASER/S:**

19.1) The Purchaser/s acknowledge/s that the Sellers and/or Builder have entered into this Agreement and agreed to purchase the Schedule 'B' Property and Schedule 'C' Property, based on the representations and warranties set out below (the "Purchaser Warranties"):

a) The Purchaser/s confirm/s that this Agreement upon execution, would constitute legal, valid and binding on the Purchaser/s;

b) The Purchaser/s has/have been furnished with copies of all the title deeds relating to Schedule 'A' Property and the Purchaser/s after being satisfied with the title of the Sellers to the Schedule 'A' Property and the Builders' right to develop Schedule 'A' Property has entered into this Agreement;

c) That the Purchaser/s confirm/s that the Purchaser/s has/have been furnished with all the details pertaining to the Disclosures made by the Sellers and Builder as detailed in this Agreement and after understanding the same, the Purchaser/s has/have entered into this Agreement and the Purchaser/s further confirm/s and agree/s that the Purchaser/s do not have and will not have any objection to the Sellers and Builder undertaking the works and benefits from such works.

d) The Purchaser/s has/have been provided and has/have inspected the documents of title, relating to the Schedule 'A' Property belonging to the Sellers. The Purchaser/s has/have also studied the legal opinion furnished, the plan sanctions, specifications of the "Project" and the Disclosures. The Purchaser/s, after taking legal advice and after being satisfied with the title and having understood the plan sanctions, specifications of the "Project" and, the rights of the Sellers/Builder and the Disclosures made by the Sellers and Builder, has entered into this Agreement.

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- c) The Purchaser/s is/are entering into this Agreement with full knowledge of all laws, rules, regulations, notifications applicable to the "Project" in general and this "Project" in particular. That the Purchaser/s hereby undertake/s that he/she/they shall comply with and carry out, from time to time after he/she/they has/have taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any Competent Authority in respect of the Apartment at his/ her own cost. The Purchaser/s shall obtain permission in writing from the Builder to visit the Schedule 'A' Property at the time of construction and follow all the safety standards and procedures required under law.
- f) The Purchaser/s is/are made aware of the Disclosures of the Sellers and Builder pertaining to the present and future development of the "Project" and has/have consented to the same without having any objections.
- g) The Purchaser/s understand/s that statements and presentations by Builder regarding the development are made merely to provide honest perspective of its product and any reference/allusion to other neighborhood developments, projects or facilities, ought not to be construed as binding legal promises or representations.
- h) The Purchaser/s has/have read and understood all the terms and conditions set out in this Agreement, understood the mutual rights and obligations and agree that some of the conditions set out in this Agreement, are necessary for the purpose of maintaining the quality, prestige and exclusivity of the "Project" and it is because of this reason that the Purchaser/s have approached the Builder for acquiring the Schedule 'C' Apartment. The Purchaser/s also confirm that the Purchaser/s has/have chosen to invest in the Schedule 'C' Apartment after exploring all other options of similar properties in the vast and competitive market and the Purchaser/s confirm/s that the Schedule 'C' Apartment is suitable for the Purchaser/s and therefore have voluntarily approached the Sellers/Builder for allotment of the said Schedule 'C' Apartment.

**20) RIGHTS OF THE PURCHASER/S:**

The Purchaser/s shall have the rights as mentioned below on purchase of Apartment:

- (i) Exclusive ownership of the Schedule 'C' Apartment.
- (ii) The right to get constructed exclusively through the Builder and own an Apartment described in the Schedule 'C' above for residential purposes subject to the terms of this Agreement;
- (iii) The right and liberty to the Purchaser/s and all persons entitled, authorised or permitted by the Purchaser/s (in common with all other persons entitled, permitted or authorised to a similar right) at all times and prevent trespass to the Apartment, and for all purposes, to use the staircases, passages and common areas in the Building for ingress and egress and use in common.
- (iv) Undivided proportionate share in the Common Areas. Since the share / interest of Purchaser/s in the Common Areas is undivided and cannot be divided or separated, the Purchaser/s shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Purchaser/s to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable.
- (v) The right to subjacent, lateral, vertical and horizontal support for the Schedule 'C' Apartment from the other parts of the Building
- (vi) Free and uninterrupted passage of water, electricity, sewerage etc. from and to the Schedule 'A' Property through the pipes, wires, sewer lines, drain and water pipes, cables which are or may at any time hereafter be, in under or passing through the Schedule 'A' Property or any part thereof;
- (vii) The right of entry and passage for the Purchaser/s and agents or workmen of the Purchaser/s to other parts of the "Project" at all reasonable times after notice to enter into and upon other parts of the "Project" for the purpose of repairs or maintenance of the Schedule 'C' Property or for repairing, cleaning, maintaining or renewing the water tanks, sewer, drains and water lines, cables, pipes and wires causing as little disturbance as possible to the other owners and making good any damage caused.
- (viii) Right to lay cables or wires for radio, television, telephone and such other installations, at dedicated part of the Building, however, recognizing and reciprocating such rights of the other apartment owners.

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(ix) Right to use along with other owners of Apartments all the common facilities provided thereon on payment of such sums as may be prescribed from time to time by the Builder and/or the Agency appointed by the Builder or Owners Association.

(x) Right to use and enjoy the common roads, common areas and parks and open spaces and common facilities in the "Project" in accordance with the purpose for which they are provided without endangering or encroaching the lawful rights of other owners/users.

(xi) Right to make use of all the common roads and passages provided to reach the building in Schedule 'A' Property without causing any obstruction for free movement therein.

(xii) The Purchaser/s shall be entitled in common with the Purchaser/s of the other apartment/s in the building, to use and enjoy the common areas 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) Common facilities, subject to compliance of rules, regulations and byelaws.

(xiii) Subject to execution of Sale Deed in favour of the Purchaser/s right to dispose of Schedule 'B' and 'C' Properties by way of sale, mortgage, gift, exchange or otherwise subject to the same rights and obligations/restrictions placed on the Purchaser/s in the matter of enjoying ownership and possession thereon and any sale/transfer shall be completed in full consisting of both Schedule 'B' and 'C' Properties and not separately.

**21) OBLIGATIONS OF PURCHASER/S:**

21.1) The Purchaser/s shall be bound by the obligations and restrictions which are necessary in the interest of the timely delivery of Schedule 'C' Apartment and completion of "Project" in Schedule 'A' Property and shall not be in breach of any of the terms of this Agreement.

21.2) The Purchaser/s has/have agreed that within the Schedule 'A' Property, all areas comprising of roads, footpaths, open spaces, garden landscapes, clubhouse swimming pool, all other facilities, internal road, water tanks, supply networks and sewer networks and sewerage treatment plant, storm water drainage, electric poles, etc., will always remain within the control of the Builder until entire development in Schedule 'A' Property is completed and it is handed over to Owners' Association on such completion. However the Purchaser/s is/are allowed on restricted basis to use such areas and benefits of such facilities subject to the Purchaser/s regularly and promptly paying their proportionate share of the outgoings taxes, costs, charges, expenses and all other amounts as may be demanded by the Builder.

21.3) The Purchaser/s shall not obstruct and/or interfere in the development/ construction processes of the entire "Project". The development/construction shall be in progress at all times of day and night and even on holidays and will not raise any issue or objection for the same.

21.4) The Purchaser/s undertake/s to pay all the amounts detailed in Annexures-1 to 3, all the statutory dues pertaining to the Apartment including but not limited to municipal taxes, rates and cesses, electrical, domestic and non-domestic water charges, insurance charges etc.

21.5) The Purchaser/s shall make all payments in time and receive possession and participate in registration of the conveyance deed of the Apartment and towards the formation of an association or society or cooperative society of the Purchaser/s of the "Project".

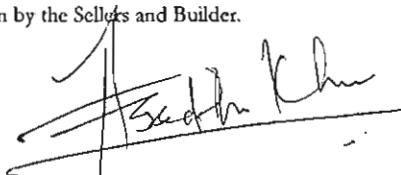
21.6) The Purchaser/s agree/s that he/she/they shall have no right to seek partition or division or separate possession of the undivided share in the Schedule 'B' Property nor seek partition/division of common areas, amenities and facilities etc., nor object for the construction of apartments for the other buyers of similar nature and continue to hold the Schedule 'B' Property in the undivided form.

21.7) The Purchaser/s is/are aware that the Builder will be preparing and executing Deed of Declaration under the provisions of the applicable law and rules made there under and submit the same for registration under the said Act and the Purchaser/s shall be required to abide by the said declaration and bye-laws annexed thereto and become the member of the Owners' Association by signing the required documents as called upon by the Sellers and Builder.

**For Shriprop Builder Pvt.Ltd.**



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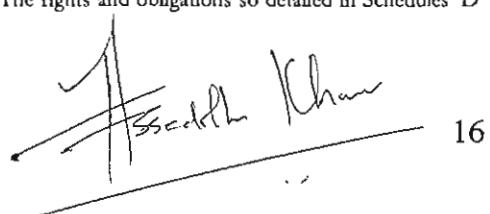
21.8) The Purchaser/s for himself/herself/themselves with intention to bring all persons unto whomsoever hands the said Apartment may come, doth/do hereby covenant with the Sellers and Builder as follows:-

- (i) To maintain the said Apartment at his/her/their own cost in good and tenable condition, from the date the said Apartment is taken and shall not do or suffer to be done anything in or to the building in which the said Apartment is situate, which may be against the rules, regulations or bye-laws of concerned local or any other authorities or change/alter or make addition in or to the building in which the said Apartment is situated and in the said Apartment itself or any part thereof. In the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned authority and/or to the Sellers and/or to the Builder.
- (ii) Not to demolish or cause to be demolished the said Apartment or any part thereof, nor at any time make or cause to be made any addition or any alteration in the elevation and outside colour scheme of the building in which the said Apartment is situated and shall keep the portion, sewers, drains pipes in the said Apartment and appurtenances thereto in good, tenable and repairable condition and in particular, so as to support, shelter and protect the other parts of the building in which the said Apartment is situated and shall not chisel or in any other manner damage the columns, beams, walls, slabs or R.C.C or other structural members in the said Apartment without the prior written permission of the Builder.
- (iii) Not to put any object or keep flower pot outside the windows or on the projection area of the said Apartment. Outdoor Air conditioning equipment can be fixed at the area pre-approved by the Builder. The Purchaser/s shall not enclose and/or cover in any manner the exclusive balconies abutting the apartment and/or affect in any manner the façade or elevation of the building or Project.
- (iv) Not to do or omit or permit to be done any act or thing which may render void or voidable any insurance of the said Schedule 'A' Property, Project and the building in which the said Apartment is situated or any part thereof or whereby any increase in premium shall become payable in respect of the said building and/or the said Apartment.
- (v) To pay within 15 (fifteen) days of demand by the Builder his / her / their share of security deposit / charges / premium / statutory demands demanded by the concerned local authority or Government and/or others for any reason/s whatsoever including for giving water, drainage, electricity or any other service connection to the building in which the said Apartment is situated.
- (vi) To comply with all the rules and regulation pertaining to electrical installations, fire safety equipment and services, pollution control and general safety equipment and services as may be prescribed by the statutory Authority and/or the association of owners.
- (vii) As and when informed that the Schedule 'C' Property is complete, come forward to take possession and pay all the amounts due under this Agreement. The Purchaser/s is/are also aware and agree/s that the common amenities and facilities of the said development shall be completed from time to time, some of them by end of the completion of the said overall development.
- (viii) If any development and/or betterment charges or other levies are charged, levied or sought to be recovered by any Public Authority in respect of the Schedule 'A' Property, the same shall be borne and paid by the Purchaser/s in proportion to his/her/their/its undivided share in the Schedule 'B' Property.
- (ix) To bear and pay any new levies / charges / taxes levied by the Central and / or the State Government for the development of the Apartment which are not levied currently. Any other taxes if levied or to be levied by competent authorities under the law, in respect of any services which the Builder would be rendering to the Purchaser/s pursuant to this Agreement, shall also be borne by the Purchaser/s and the Purchaser/s will indemnify the Sellers/Builder of any instances of taxes on this Agreement, accruing in future.
- (x) To undertake to use the Schedule 'C' Property – Apartment for residential purposes only and shall not use for any other commercial or illegal activities.
- (xi) To own and enjoy Schedule 'C' Property and Purchaser/s be liable to comply and adhere to the restrictions and obligations imposed on the Purchaser/s as detailed herein. The rights and obligations so detailed in Schedules 'D' hereunder are common to all purchaser/s in the "Project".

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(xii) The Purchaser/s shall not place objects/things/articles which may hinder free use of any common amenities and/or Common Areas of the Project.

(xiii) The garden areas and other greenery abutting the buildings in the Project are for common use and enjoyment of the apartment purchasers of the said residential buildings and the same shall be kept free from obstructions and constructions at all times and always be kept as garden areas only. None of the apartment owners of the respective buildings in Schedule 'A' Property shall erect any compound or fencing around their respective Towers.

21.9) The Purchaser/s shall not require or undertake by himself before/after delivery of possession of Schedule 'C' Apartment, any additions/deletions/ modifications/changes in position etc., of the windows, doors, overall footprints of the apartment, internal layout of the apartment, toilets and kitchen, sit outs/balconies/decks (covered or uncovered), lofts/ledges, staircase, architectural features (external/internal), fabrication works (grills, balcony railings) and external painting, other than what is provided for in the approved plans of Builder. The Builder's decision shall be final and the Purchaser/s shall not interfere or question the design, cost, construction processes etc., implemented by the Sellers.

21.10) All interior related works that the Purchaser/s may take up on his/her/their own can be taken up only after handing over possession of the Apartment to the Purchaser/s by the Builder. The Purchaser/s shall carry out interior works only on week days during the day time between 9 A.M. and 6 P.M. The Builder does not owe any responsibility for any breakages, damages caused to any of the finishing works or to the structure already handed over to the Purchaser/s but originally carried out by the Sellers/Builder. The Builder is not answerable for any thefts during the course of the interior works. Further, no labor employed/engaged by the Purchaser/s in completing the interior works are permitted to stay in the Schedule 'C' Apartment until completion and handing over of possession of the Apartment.

21.11) The terrace of the building(s) on issue of occupancy certificate after completion of construction with the modified Sanctioned Plan aforesaid will be common to the owners/occupants of the building and hence, no one shall have an exclusive right to the terrace areas of the Project.

21.12) The Purchaser/s will not object to the rights of the Builder in allotting the covered/mechanical/stacked/open car parking spaces/ garage storage spaces for the Schedule 'C' Apartment in the Schedule 'A' property. The decision of the Builder in this regard shall be final and binding on the Purchaser/s.

21.13) The parking space earmarked to Purchaser/s is for exclusive use and enjoyment by Purchaser/s and the Purchaser/s shall not have the right to put up any construction in the parking space or enclose the same or use/convert it for any purpose other than as car parking space.

21.14) The Purchaser/s agrees that he/she/they shall park their cars/vehicles only at the specific Car Park space specifically allocated to him/her/them and not at any other place, around the building.

21.15) The Purchaser/s on allotment of the car parking area, other than use of the same, shall not have any power or authority to transfer the same other than with the apartment. In addition thereto the Purchaser/s shall not allow the use of the car parking/s allotted for use and enjoyment of the same by any person who does not own or occupy an apartment in the development in Schedule 'A' Property.

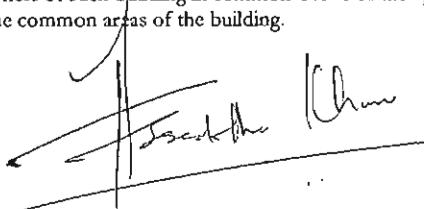
21.16) The Builder as aforesaid will be developing the buildings in Schedule 'A' Property. The Purchaser/s is/are aware that the development in the adjoining buildings and/or in subsequent developments will be continuous and progressive day and night. The Purchaser/s agree/s not to question the said construction or prevent the same by complaining that the activities in the adjoining buildings/the remaining portion of the Schedule 'A' Property is causing pollution or noise and/or disturbance and it is one of the essential terms of this agreement.

21.17) The Purchaser/s hereby agrees, undertake/s and covenant/s with the Sellers and Builder that he/she/they shall not at any time hereafter limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by, or granted to the Builder under this Agreement, or any other deed, document or writing that may be entered into and executed between the parties hereto, and the Purchaser/s shall be bound and liable to render to the Sellers and Builder, all necessary assistance and co-operation, to enable the Sellers and Builder to exercise and avail of the same.

21.18) It is agreed that the building(s) along with common areas and facilities to be constructed in Schedule 'A' Property shall be held by all the Purchaser/s and each of them have proportionate undivided share and ownership in the "Project" as per the terms and conditions herein and the same to be contained in the Sale Deed to be obtained from the Builder. All areas designated by the Builder as 'Common Areas and Facilities' including but not limited to passages, lifts, staircases, water lines, sewerage lines as also other facilities which are used in common by other apartment holders in the Building shall belong to and vest in the Apartment Owners jointly to be used by all the owners of such building in common. None of the apartment owners shall place any obstructions or store or keep any articles in the common areas of the building.

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21.19) The Builder shall have the exclusive right to retain and/ or sell or construct on additional area as per Sanctioned Plan/s / Plan Sanction and modified Sanctioned Plan of the "Project". The Purchaser/s shall not object to the Builder constructing the "Project" at any point of time.

21.20) Though the Purchaser/s is/are purchasing the undivided share in the entire Schedule 'A' Property, the Purchaser/s rights are actually confined to the land earmarked for the construction of the building in which the Schedule 'C' Apartment is situated with right to rebuild the said Schedule 'C' Apartment in any eventuality, subject to approvals and plans at the relevant time. The Purchaser/s is/are not entitled to balance Land or in its share in Schedule 'A' Property and/or any other tower/building/area in which the Builder will be constructing /or undertaking any other development and they alone are entitled to deal with the same.

21.21) It is expressly agreed and recorded that the specific and general rights arising out of this Agreement in favour of the Purchaser/s are confined only with respect to the Land on which the building consisting of Schedule 'C' Apartment in Schedule 'A' Property is envisaged. The Purchaser/s shall not be entitled to claim any right or interest or title of whatever nature in respect of balance portion of the land and/or areas or development in Schedule 'A' Property.

21.22) The Builder reserve the right to retain/remove/plant any trees/plants, electrical equipment, road structures, garbage bins etc., in the Schedule 'A' Property, which the Purchaser/s accept/s and consent/s. The Purchaser/s has/have expressly given consent for variations and/or modifications as the Architect/Builder may consider necessary from time to time during the course of construction. The Architect and Builder are the final decision makers on these aspects and the Purchaser/s shall not interfere or question the design, costs, construction processes etc., implemented by the Builder.

21.23) To the extent disclosed by the Sellers/Builder to the Purchaser/s, the Builder shall have the right to make any alterations, improvements, additions, repairs which are non-structural, interior or exterior, in relation to any unsold Apartments in Schedule 'A' Property and/or in other Towers in the "Project" and the Purchaser/s shall have no objection/make any claims in respect thereto.

21.24) Notwithstanding anything provided in this Agreement, the Purchaser/s hereby agrees and shall undertake that upon completion of the "Project", if required by any statutory enactment, including but not limited to the Real Estate (Regulation and Development) Act, 2016 or such enactment governing real estate in India at the relevant time, the Purchaser/s shall be obliged to transfer the undivided interest in the Schedule 'A' Property to the association of apartment owners of the "Project", without any additional cost or charges to the Sellers and the proportionate stamp duty in respect thereof shall be borne by the Purchaser/s.

## 22) CLUB HOUSE:

22.1) The Builder is developing as part of the Project a Club House in the Project (hereinafter referred to as the "Club") and Purchaser/s shall be required to pay the prescribed amount of Rs.1,00,000/- (Rupees One Lakh Only), as Membership Fee in addition to the Sale Price, towards the club membership therein and utilise the facilities available in the Club according to the terms and conditions and shall remit payments as prescribed by Builder or by the Agency appointed by Builder to operate and manage the Club. Any tax liability arising out of this shall be borne by the Purchaser/s.

22.2) The Club is for the exclusive use of owners/occupants in Schedule 'A' Property in "Project" and the Builder may provide such facilities therein which they in their sole and absolute discretion consider necessary and viable. The facilities may include hall, sports area, and or any other facilities as may be decided by the Builder.

22.3) The ownership and possession of the buildings and the fittings and fixtures in "Club" including movable assets will be transferred to the Apartment Owners Association to be formed by Apartment owners and till then it will be exclusively with the Builder and/or their associate concerns, agents, nominees, assignees and they alone shall be entitled to:-

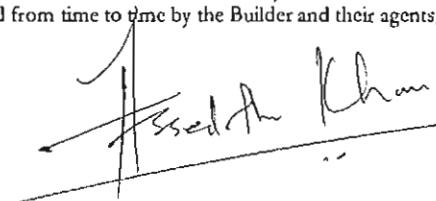
- (i) admit either the owners or the tenants in possession as members. Such membership shall be restricted to either the owners or the tenants of apartments/built spaces in Schedule 'A' Property.
- (ii) fix the rates and charges for use of its facilities and amenities, and to revise the aforesaid from time to time.
- (iii) frame the rules and regulations regarding usage of the facilities in the Club House.

22.4) The Purchaser/s as long as he/she/they remain occupant of the apartment/built spaces in the Project, shall be entitled to use the 'Club', subject to (i) strict observance of the rules of the Club, framed by the Sellers, their agents/assigns, from time to time; (ii) the payment of the subscriptions as may be fixed from time to time by the Builder and/or their agents/assigns; (iii) the payment of charges for usage as may be fixed from time to time by the Builder and their agents/assigns, (iv) and are entitled for the following:-

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(a) The Purchaser/s and in case of more than one Purchaser/s, any one of them is entitled to be enrolled as member of the Club. In the event of Schedule 'C' Apartment being let out to tenants on rent and/or lease, such tenants shall also be entitled to use and enjoy benefits of the Club as long as they are residents at the Project.

(b) Membership of the Club entitles a member to use and enjoy the facilities at the Club, subject to strict observance of rules framed by the Builder and their agents/assign and subject to the payment of the monthly subscriptions as may be fixed by Builder subject to payment of charges for usage of facilities in Club. The spouse and his/her immediate family members are entitled to use the facilities in the Club.

22.5) The facilities of the Club are available for the benefit of the Purchaser/s of the Apartments in the "Project" and also for the benefit of the Purchaser/s, Owners/Occupants of the apartments and other spaces in the remaining portion of Schedule 'A' Property and in the event of transfer of ownership, the transferee shall be entitled to the benefits of the Club and the transferor shall cease to be the member of the Club.

22.6) The Builder may run the Club and/or engage any person/s to run the Club and its activities till it is handed over to the association of apartment owners envisaged in this Agreement. After handing over the possession of the Club to the Owners Association the Builder is not responsible for maintenance of the Club, quality of services being rendered or the cost at which services are provided in the Club.

22.7) That as aforesaid the Club and facilities provided therein shall be common to all the owners and occupants in Schedule 'A' Property.

**23) OWNERS' ASSOCIATION:**

23.1) The Sellers and/or Builder shall enable the formation of the Association of Purchasers/Owners' Association, by whatever name called, within a period of three months of the majority of purchasers having purchased their apartments in the "Project". The Purchaser/s hereby agree/s and undertake to become a member of the Association of Purchasers as and when formed by the Sellers and/or Builder and/or by the purchasers of all the apartments and sign and execute all applications for Membership and other papers, bye-laws and documents as may be necessary to form the Association bye-laws and all the rules and regulations of the said Association of Purchasers and proportionately share the expenses for running the Association and its activities referred to herein.

23.2) The Owners' Association will be governed by a Deed of Declaration to be executed by the Sellers and/or Builder and later by the Association and all owners and occupants are bound by the terms thereof without there being any right to question or modify the same.

23.3) It is specifically made clear that the said Owners' Association on its formation is not only for the purpose of attending to the social activities of its members consisting of the owners/occupants of the development in the Project but also for the management, administration and control of the Infrastructure and for collecting common expenses/ Maintenance charges for up-keep and maintenance of common areas/amenities/facilities etc., and will function in terms of Act & Rules thereunder.

23.4) That on the "Project" being handed over to the Association of Purchasers, the Sellers or Builder shall not be responsible for any consequence or liability on account of failure, negligence, act or omission, obstruction, alteration, modification, restraint or improper use by any or all the owners, service providers or their agents with regards to the Common Areas, Amenities and Facilities as well as the fire safety equipment, fire protection systems, their supporting equipment, pollution control and other general safety equipment, related facilities and services.

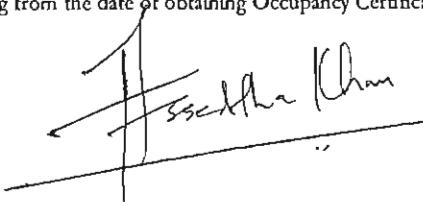
**24) MAINTENANCE OF THE COMMON AREAS OF APARTMENT/PROJECT:**

24.1) There are two kinds of maintenance charges payable by each of the owners/occupants of the apartments in the "Project". One set of maintenance charges viz., Core Maintenance Charges are payable in respect of upkeep and maintenance of the common areas, amenities and facilities in the respective Towers/Buildings in the "Project" in Schedule 'A' Property. The other being the ad-hoc maintenance charges i.e., the General Maintenance Charges for upkeep and maintenance of all the common roads, entry scape, street lighting, drainages, electricity and water consumption charges and also maintenance of common areas, amenities and facilities other than the respective tower/building maintenance. The owners/occupants of the apartments shall be liable to pay both the maintenance charges. The Builder will undertake the upkeep and maintenance of the common areas and facilities in the respective buildings and also all the common amenities and facilities, roads, drainages, street lighting, etc., other than in the buildings referred to above. The Builder may also entrust the general maintenance/core maintenance to one or more Maintenance Company/ies of their choice for such period from the date of issuance of letter or communication by the Builder to the Purchaser/s for readiness of Schedule 'C' Apartment or to the Owners' Association, whichever is earlier. The Purchaser/s shall be liable to bear and pay both the general maintenance charges and core maintenance charges for a period of 12 (Twelve) months in advance commencing from the date of obtaining Occupancy Certificate.

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24.2) The Purchaser/s will be required to pay the Builder and /or the agency appointed by the Builder for maintenance of the "Project" in advance a sum equivalent to 12 (Twelve) months core maintenance and general maintenance charges, which charges shall be intimated before taking possession of the Schedule 'C' Apartment. Any tax liability arising out of this shall be borne by the Purchaser/s. The maintenance charges are payable by the Purchaser/s as aforesaid on issue of a notice of completion of Schedule 'C' Apartment. With this amount the Builder/Maintenance Agency will maintain the common areas and the facilities in the "Project" for a period of 12 (Twelve) months from the date of obtaining Occupancy Certificate and/or such other period as determined by the Association of Purchasers, whichever is earlier. After the expiry of 12 (Twelve) months of obtaining Occupancy Certificate the Builder or such other earlier period as determined by the Association of Purchasers, the Builder agree to transfer the maintenance to the Owners' Association and thereafter the maintenance of the Project will run on payment of common expenses made by Purchasers and/or such portions of maintenance charges collected by the Builder, pro-rata for period of maintenance handed over to the Association of Purchasers. During the 12 (Twelve) months of maintenance by the Builder, in the event Builder find the aforesaid sums being insufficient to meet the common maintenance charges for any reason including in case of escalation in the cost of labor and other materials used for Common Area Maintenance, the Seller/Builder is/are entitled to seek proportionate increase in Common Maintenance Charges.

24.3) The Purchaser/s shall also at the time of taking possession of Apartment, be obliged to make payment towards "Corpus Fund" of Rs.25,000/- (Rupees Twenty Five Thousand Only). The whole of the "Corpus Fund" made up of the contributions by the Purchaser/s of the Apartments in the "Project" shall be retained by Builder till the formation of Associations and transfer the same to the Associations so formed in the "Project". The Purchaser/s of the respective apartment/s in the "Project" or the Owners' Association shall have no right or authority to claim the refund/transfer of the corpus fund on sale/transfer before the formation of Owners' Association. The contribution towards "Corpus Fund" is collected to ensure funds availability for any major repairs or maintenance works in the "Project" other than such defects in the Project covered under defect liability under the Construction Agreement.

24.4) The Builder by itself or through a Maintenance Agency appointed by it may undertake maintenance and upkeep of common areas and facilities and Club House till handing over to Association formed by the Purchasers of the apartments. The Purchaser/s shall pay to Builder or Association proportionate share of all outgoings and maintenance expenses such as insurance, municipal taxes and cesses and all other expenses which are incurred for upkeep and maintenance of common areas, amenities and facilities.

24.5) The Purchaser/s shall permit the Builder and/or Association if formed, their agents, with or without workmen at all reasonable times to enter into and upon the Schedule 'C' Property or any part thereof for the purpose of repairing, maintaining, re-building, cleaning and keeping in order and condition all services, drains, or other conveniences belonging to or servicing or used for the Schedule 'A' Property 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 and other facilities etc., to the Schedule 'C' Property who have defaulted in paying their share of the water, electricity and other charges and common expenses.

**25) NO RIGHT TO OBSTRUCT DEVELOPMENT:**

The Purchaser/s shall have no right at any time whatsoever to obstruct or hinder the progress of the construction of the buildings and other developments or any part thereof in the Schedule 'A' Property and/or in the Project.

**26) NOT TO ALTER NAME:**

The Purchaser/s shall not alter or subscribe to the alteration of the name of the Project in Schedule 'A' Property and/or alter the names assigned to the Towers therein.

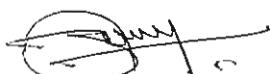
**27) LIMITED RIGHT OF PURCHASER/S:**

Nothing contained in these presents shall be construed to confer upon the Purchaser/s any right, title or interest of any kind whatsoever into or over the Schedule 'B' Property and/or Schedule 'C' Apartment or any part thereof and the Purchaser/s will acquire right only upon the execution of the sale deed duly alienating, conveying and transferring the Schedule 'B' Property and 'C' Apartment.

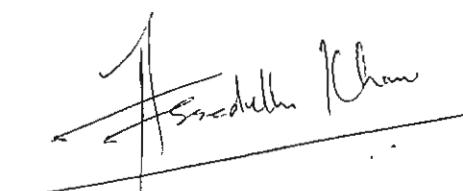
**28) INSPECTION:**

The Builder agree to permit the Purchaser/s subject to compliance of safety norms, to have access on day time fixed by the Project Incharge to the works in the Schedule 'C' Property 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.

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**29) DEFECT LIABILITY PERIOD:**

29.1) The Builder is constructing the building and the Apartment/s with good workmanship using standard and approved materials, labor, tools, scaffoldings, ladders, materials, machinery and stores and other equipments required for the purpose of construction of the Apartment, and by appointing contractors, engineers, supervisors, workmen and such other persons so required. The Builder shall take all steps and do all acts for the completion of the development of the Schedule 'C' Apartment.

29.2) The defect liability period in respect of, in case any structural defect or workmanship, quality or provision of services in relation to sanitation and electricity shall be for a period of not exceeding 5 (five) years from the date of the Builder informing Purchaser/s the date of completion of Schedule 'C' Apartment and/or handing over of the Schedule 'C' Apartment and/or obtaining occupancy certificate from the statutory authorities, whichever is earliest. It is however agreed by the Purchaser/s that from the date of handing over of the possession of the Schedule 'C' Apartment and till completion of the Defect Liability Period, the Purchaser/s shall maintain the Schedule 'C' Apartment in the same state and condition in which it will be handed over to the Purchaser/s by the Builder. Further, the Purchaser/s shall, not during such period change/ amend/ modify or carry out any repairs/ renewals in the Schedule 'C' Apartment in any manner whatsoever. All defects that are caused due to normal wear and tear, abuse and improper usage / negligence / omission / act / commission on the part of the purchasers/others, is excluded from this clause and for which the Sellers or Builder are neither liable nor responsible. Additionally, in relation to all moveables and fixtures forming part of the Specifications of the Schedule 'C' Apartment have third-party vendor warranties and the same are to be assigned to the Purchaser/s. A detailed list of all third-party vendor / manufacturers warranties in respect of the Schedule 'C' Apartment Specifications shall as stipulated in the Sale Deed. Also the manner in which the Schedule 'C' Apartment and its fixtures forming part of Specifications are to be maintained shall be in accordance with the user / handover manual to be provided by the Sellers at the time of handing over the Schedule 'C' Apartment.

29.3) The Sellers or Builder shall not be responsible for non structural issues such as difference in shades of tiles, Tolerances as per IS and building codes, air pockets beneath tiles, Separation cracks/ gaps between non homogeneous building components, slopes considered for water drainage, reduction in carpet area due to plaster thickness and skirting. Minor tile chipping, places where welding is done, shall not be considered as defects. Defects arising from natural wear and tear/forced/ intentional/accidental damages do not come under the scope of maintenance under defect liability. Any defects or damages caused to glass, ceramic, vitrified, porcelain materials shall not come under the defect liability after accepting possession of the Schedule 'C' Apartment. The Sellers or Builder shall also not be liable and/or responsible for any manufacturing defects and/or shortcomings in any electrical and sanitary fittings in the Schedule 'C' Apartment which are subject matter of third-party vendor / manufacturers warranties.

29.4) The Builder shall not be responsible for routine/non-structural cracks resulting from differential co-efficient of thermal expansion, non-monolithic joints, seasoning effects, sweating of walls, etc., and such other defects caused due to normal wear and tear, abuse and improper usage.

**29.5) Specific Exclusions to Defect Liability**

In addition to the conditions listed in Clause 29.3 and 29.4 above, the Sellers or Builder during the aforesaid defect liability period shall not be liable if any defects arise as a result of (a) Alterations to the Specifications not performed by the Sellers, (b) Abuse of, or damage to, caused by third parties; (c) Improper use of the material and equipment other than for its intended purpose and (d) Failure by the Purchaser/s to properly operate or maintain the works in the Schedule 'C' Apartment including monitoring or servicing equipment, if required by the Specifications.

**29.6) Procedure for Rectification of Defects**

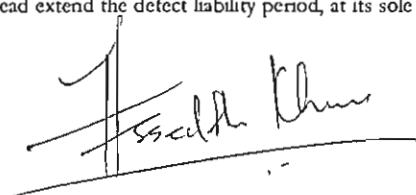
The Sellers on being intimated about the occurrence of defects in respect of the Schedule 'C' Apartment shall within a period of 30 (thirty) days be required either by through the third party warranty vendor (or, in default, the Sellers) to take reasonable steps promptly to investigate the suspicion and make good any damage occasioned by the investigation in respect of the Schedule 'C' Apartment, without charge for the Purchaser/s. Where, within the Defect Liability Period, it is shown that the defect which was reasonably suspected is in fact present, the third-party warranty vendor (or, in default the Sellers) shall promptly rectify the defect and make good any damage occasioned by the rectification, unless:

- (i) rectifying the defect is wholly disproportionate in which case the Sellers or third party warranty vendor may instead pay compensation; and/or
- (ii) the main adverse effect of the defect is a shortening of life expectancy of the property or a component of the property in which case the Sellers or third party warranty vendor may instead extend the defect liability period, at its sole discretion, or may pay compensation to the Purchaser/s.

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29.7) Right to enter the Apartment for Repairs:

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The Sellers/Maintenance Agency/Owners' Association shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Purchaser/s agree/s to permit the Sellers/Maintenance Agency/Owners' Association to enter into the Schedule 'C' Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

30) **FIRST CHARGE:**

The Builder shall have the first lien and charge on the Schedule 'C' Apartment to be constructed by the Builder under the terms of this Agreement and its Possession shall lie with the Builder until all the payments are made to the Builder by the Purchaser/s under this Agreement.

31) **COMPLETE AGREEMENT:**

The Parties acknowledge that this Agreement is the complete Agreement. This Agreement supersedes any brochures, 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.

32) **ASSIGNMENT:**

a) In the event of Purchaser/s seeking to assign this Agreement and/or the Agreement at any time in favour of any third-party, the Sellers shall be entitled to charge an assignment fee of Rs.150/- (Rupees One Hundred and Fifty Only) per square feet of the super built up / saleable area of the Schedule 'C' Apartment on every assignment of the Agreement. The Builder may grant such sanction, provided at the time of such assignment, the Purchaser/s has/have paid all amounts mentioned in this Agreement (and all other writings and Deeds that may be executed here with), in respect of the said Apartment. It is also made clear that the Purchaser/s will not be able to assign his/her/their rights in portions i.e., the Purchaser/s will have to either assign all his/her/their rights under this Agreement or otherwise shall not be entitled to assign his/her/their rights at all.

b) In addition to above, the Builders' consent (if granted) to dispose, transfer or sale by way of assignment of the said Apartment to a third party shall be inter alia subject to the Purchaser/s:-

- (i) settling all charges outstanding and payable to the Builder all other payments mentioned in this Agreement and other overdue interest (if any);
- (ii) Causing the new buyer(s) to execute Assignment Deeds or fresh Sale Agreement/Deeds with the Sellers and Builder (as per the format of the Builder). And the transferee shall undertake to be bound by the terms of this Agreement.

33) **RIGHT TO REBUILD:**

In the event of destruction of buildings in Schedule 'A' Property or any portions thereof, irrespective of whether such destruction is due to natural calamities, rioting, fire, inundation of water or natural deterioration due to aging or for any reason of whatsoever nature, the all owners of Schedule 'A' Property shall together have the right to rebuild their respective apartments in the same place as is now situated, subject to taking required approvals and sanctions from the concerned authorities. If the total area sanctioned by the authorities is equivalent to the present area then the Purchaser/s will have the right to construct and own the same area as is owned by him prior to the date of destruction. However if the area sanctioned is more/less, the Purchaser/s will have right to construct and own only proportionate area. Whenever the owners are rebuilding the buildings after such destruction, the foundations of new construction shall be of such that it shall support the number of floors, including the basement that existed prior to its destruction or demolition. All the owners shall bear the cost of rebuilding in proportion to the area in their occupation, accordingly.

34) **EVENTS OF DEFAULT AND CONSEQUENCES:**

34.1) Subject to the Force Majeure conditions, the Sellers and/or Builder shall be considered under a condition of Default, in the following events:

- (i) Builder fail to complete the "Project" and/or secure Occupancy Certificate for the "Project" from the plan sanctioning authorities within the time stipulated.

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- (ii) Builder fail to deliver possession of the Apartment to the Purchaser/s within the time period specified.
- (iii) Discontinuance of the Sellers'/Builder business as a Sellers and/or Builder on account of suspension or revocation of its/their registration under the provisions of the Act or the Rules or regulations made thereunder.

34.2) In case of Default by Builder under the conditions listed above, Purchaser/s is/are entitled to the following:

- (i) On demand being made by the Purchaser/s to withdraw from the "Project", the Sellers and Builder shall return the amount received by them from the Purchaser/s along with Interest.
- (ii) Where Purchaser/s does not intend to withdraw from the "Project", he/she/they shall be paid interest at the prevailing rate of Interest by the Sellers and Builder for every month of delay, till the handing over of the possession on the monies received by the Sellers and Builder from the Purchaser/s until the Completion Date. Provided, however, in the event of delay by the Builder in completing the Project, all monies paid by the Purchaser/s after the Completion Date and until date of completion and handing over of Schedule 'C' Apartment shall not be liable for payment of interest. The Interest payable by the Sellers and Builder to the Purchaser/s shall be from the date the Sellers and Builder received the amount or any part thereof till the date the amount or part thereof or interest is refunded.

Provided however:

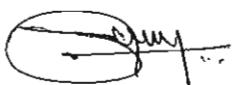
- a) Such delay/default not being attributable to the reason/s mentioned in Clauses 13.2 and 36 of this Agreement;
- b) The Purchaser/s has/have paid all the amounts payable as per this agreement and within the stipulated period and has not violated any of the terms of this Agreement;
- c) The delay is proved to be willful delay on the part of the Sellers and/or Builder. However, if the delay is on account of Purchaser/s seeking modifications in Schedule 'C' Property there is no liability on the Sellers/Builder to pay any damages as aforesaid.
- (iii) It is clarified that for computing payment of Interest, Interest shall be paid by the Sellers and Builder after computing the entire period of delay and it shall not be payable on a monthly basis. It is further clarified in computing period of delay in completion of this Project, any delay due to occurrence of events stipulated in Clause 36 of this Agreement shall be excluded.

34.3) The Purchaser/s shall be considered under a condition of Default, on the occurrence of the following events and the Builder is entitled to terminate this Agreement and deducting the Booking Advance and the interest and other liabilities and refund the remaining amount paid by the Purchaser/s by within sixty days of cancellation as aforesaid:

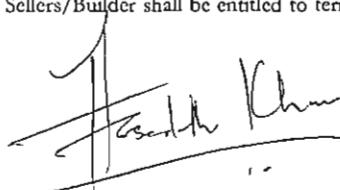
- (i) In case the Purchaser/s fail/s to make payments inspite of demands made by the Builder as per the Payment Plan annexed hereto in Annexures-1 to 3, the Purchaser/s shall be liable to pay Interest to the Builder on the unpaid amount at the prevailing State Bank of India highest marginal cost of lending rate plus 2% (two percent) and default by Purchaser/s under the condition listed above continues for a period beyond 2 (two) months after notice from the Builder in this regard;
- (ii) In case of default by the Purchaser/s in compliance of the clauses stipulated relating to delivery of apartment;
- (iii) In the event of breach by the Purchaser/s of any of the terms of the agreement and the same not being cured within a period of 30 (thirty) days notice to that effect; and
- (iv) In the event that Purchaser/s or any persons claiming under him/her/them shall not, directly or indirectly, in any capacity or manner, make, express, transmit, speak, write, verbalize or otherwise communicate in any way (or cause, further, assist, solicit, encourage, support or participate in any of the foregoing), any remark, comment, message, information, declaration, communication or other statement of any kind, whether verbal, in writing, electronically transferred or otherwise, that might reasonably be construed to be derogatory or critical of, or negative towards or in manner were to disparage, damage or tarnish the image of the Sellers and/or Builder as aforesaid, the Sellers and/or Builder shall notwithstanding any other remedy available under the applicable law, shall be entitled to call upon the Purchaser/s to withdraw such act/statement/set right the damage through the same medium as the Purchaser/s would have done, within 7 (seven) days from the date of service of notice to that affect and on the Purchaser/s failure to comply with such demand by the Sellers/Builder, it shall amount to material breach of this Agreement on the part of Purchaser/s consequent to which the Sellers/Builder shall be entitled to terminate this

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Agreement without any further notice and refund the amount paid by the Purchaser/s without interest but after forfeiting Booking Deposit. Further the Purchaser/s will have no right or claim against the Sellers/Builder and/or in respect of the Schedule 'B' Property and/or Schedule 'C' Property. The Parties hereto agree that on occurrence of any event as provided in this clause, the Builder shall notwithstanding any other remedy available under the applicable law, be entitled to terminate this Agreement as a breach of the Purchaser/s in accordance with the terms of this Agreement.

34.4) The Sellers/Builder shall compensate the Purchaser/s in case of any loss caused to him/her/them due to defective title of the land, on which the "Project" is being developed or has been developed, in the manner as provided under the Act and the Rules thereunder.

**35) NOTICES:**

35.1) Any notice or correspondence to be sent to any party under this Agreement shall be addressed and sent to their respective addresses mentioned in this Agreement and such notices and correspondence is/are deemed to have been served on the party/ies if addressed and sent by Courier or by personal delivery or registered post acknowledgement due and not in any other form. The correspondence by electronic mail will not be treated as prior notice. The party sending notice/ correspondence is not responsible for non-delivery due to change in the address if the party changing the address has/have not intimated in writing the change of address.

35.2) In case there are joint owners all communications shall be sent by the Builder to the member whose name appears first and at the address given by such member who shall for all intents and purposes be considered as properly served on all the members.

35.3) The Purchaser/s shall not, directly or indirectly, in any mode of communication, communicate or make any statement in public and/or the internet and/or any social networking site that shall be construed as derogatory, defamatory and/or damages the commercial interest and reputation of the Sellers/Builder. The Parties hereto agree that on occurrence of any event as provided in this clause, the Sellers/Builder shall notwithstanding any other remedy available under the applicable law, be entitled to terminate this Agreement as a breach of the Purchaser/s in accordance with the terms of this Agreement.

**36) EVENTS RELATING TO FORCE MAJEURE:**

Notwithstanding the definition of Force Majeure in Clause-1 above, the Purchaser/s agree/s that in case the Sellers/Builder are unable to complete the "Project" and/or deliver the apartment to the Purchaser/s for his/her/ their occupation and use due to (a) any legislation, order or rule or regulation made or issued by the Government or any other authority; or (b) if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for any reason whatsoever, or (c) if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) become subject of any suit/ writ before a competent court, or (d) due to flood, other natural disasters, war, insurrection, epidemic, revolution, riot, terrorist attack, governmental restrictions or so forth which are beyond the reasonable control of the Sellers/Builder, (e) non-availability of sand, cement, jelly, labour or critical items or (f) any other circumstances beyond the control of the Sellers/Builder or its officials, then the Sellers/Builder shall not be liable or responsible for delivery and in the event of cancellation of this Agreement by any party, the Sellers/Builder shall only be obliged to refund the amounts received from the Purchaser/s without any interest within 60 (sixty) days of termination.

**37) SPECIFIC PERFORMANCE, DISPUTE RESOLUTION & JURISDICTION:**

37.1) Subject to Clause below, in the event of default by the Sellers/Builder, the Purchaser/s is/are entitled to enforce specific performance of this contract. Similarly in the event of default by the Purchaser/s, the Sellers/Builder shall be entitled to enforce specific performance of this agreement or take action as per this Agreement.

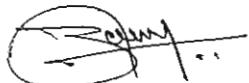
37.2) In the event of breach of the terms of this Agreement for Sale or in the event of any differences or disputes arising between the parties in regard to this Agreement or any matter relating thereto, the same shall be resolved in the manner provided in the Act and the Rules made therein.

37.3) The courts at Bangalore alone shall have jurisdiction in all matters relating to this Agreement.

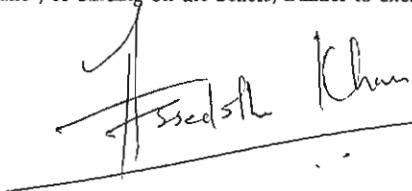
**38) WAIVER NOT A LIMITATION TO ENFORCE:**

38.1) The Builders may, at its/their sole option and discretion, without prejudice to its/their rights as set out in this Agreement, waive the breach by the Purchaser/s in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Purchaser/s that exercise of discretion by the Builder in the case of one Purchaser shall not be construed to be a precedent and /or binding on the Sellers/Builder to exercise such discretion in the case of other Purchasers.

For Shriprop Builder Pvt.Ltd.



Authorised Signatory



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38.2) Failure on the part of the Sellers/Builder to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

**39) BINDING EFFECT:**

Forwarding this Agreement to the Purchaser/s by the Builder does not create a binding obligation on the part of the Sellers/Builder or the Purchaser/s until, the Purchaser/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser/s. If the Purchaser/s fails to execute and deliver to the Builder this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/s, then the Builder shall serve a notice to the Purchaser/s for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Purchaser/s, application of the Purchaser/s shall be treated as cancelled and the Sellers/Builder are entitled to forfeit the Booking Amount paid by the Purchaser/s.

**40) FURTHER ASSURANCES:**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

**41) AMENDMENT:**

No Decision or exercise of discretion/judgment/opinion/approval of any matter arising out of or contained in this Agreement shall have the effect of amending this Agreement. This Agreement shall be amended only by a written document executed between the parties.

**42) INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY:**

All drawings, plans and specifications furnished to the Purchaser/s will remain the exclusive property of the Builder until "Project" is completed.

**43) DEFINITION AND INTERPRETATION:**

Unless the context otherwise requires, the definitions and the interpretation shall have the meaning set forth in the Real Estate (Regulation and Development) Act, 2016 (Central Act of 2016) and the corresponding Rules;

**44) SEVERABILITY:**

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 shall:

- Amend that provision in such reasonable manner as to achieve the intention of the parties without illegality, or
- At the discretion of the parties, such provision may be severed from this Agreement.
- The remaining provisions of this Agreement shall 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.

**45) RULES OF INTERPRETATION:**

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

- Words importing one gender shall be construed as importing any other gender.
- Words importing the singular include the plural and vice versa.
- References to persons mean and include natural and artificial persons like bodies corporate and vice versa.
- 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.
- 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 shall not impact the construction or interpretation of any provision of this Agreement.

**For Shriprop Builder Pvt.Ltd.**



**Authorised Signatory**

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Sekhri Chawla  
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46) CUSTODY:

This Agreement is prepared in Duplicate. The original of this Agreement shall be with the Purchaser/s and duplicate thereof with the Sellers/Builder.

47) PERMANENT ACCOUNT NUMBERS:

The Income Tax Permanent Account numbers of the parties to this Deed are as under:

Builder	:	AALCS6391Q
Purchaser/s	:	CYOPK9682A

**: SCHEDULE 'A' PROPERTY:**  
**(Description of the Entire Property)**

All that Property available within the four boundaries detailed below and measuring (\*) 04 Acres and 31 Gunta in Sy.No.160/1 (old Sy No.160 carved out of Sy No.16) situated in Kannur Village, Bidarahalli Hobli, Bangalore East Taluk, duly converted for non-agricultural residential purposes vide Order of the Special Deputy Commissioner, Bangalore District, Bangalore, bearing No.BDIS.ALN.(E)(B)SR 156/2007-08 dated 07/11/2008 with permanent right of way/access in land bearing Sy.No.207 (as shown in Sale Deed dated 07/04/2005) which is presently merged with the Road and bounded by :

East	:	Property bearing Sy.No.16 (portion);
West	:	Property bearing Sy.No.16 (portion), 16/P25 and Road;
North	:	Property bearing Sy.No.157 and proposed CDP Road;
South	:	Road, Property bearing Sy.Nos.160/2 and 207.

(\*) From and out of Schedule 'A' Property, a portion of the Schedule 'A' Property measuring 759.03 Square Meters is earmarked for proposed 15 Meter wide Road under Comprehensive Development Plan (CDP).

**: SCHEDULE 'B' PROPERTY:**  
**(UNDIVIDED INTEREST AGREED TO BE SOLD)**

**Undivided Share** in right, title, interest and ownership in Schedule 'A' Property proportionate to the Schedule 'C' Apartment as provided in the Declaration of Apartment Owners.

**ALONG WITH**

Undivided share, right, title, interest and ownership in a proportionate share of the built-up Common Areas as provided in the Declaration of Apartment Owners.

**: SCHEDULE 'C' APARTMENT:**  
**(DESCRIPTION OF APARTMENT AGREED TO BE SOLD)**

All that Residential Apartment under construction and bearing Apartment No. D-1304 in Thirteenth Floor of D -Tower, Building-I, in the "SHIRIRAM LUXOR PROJECT" being built in Schedule 'A' Property and containing Two Bedrooms and One Study Room having Carpet Area of 96.13 Sq. Mtrs / 1034.74 Sq. Feet and Super Built-Up Area of 133.77 Sq. Mtrs / 1440 Sq. Feet (which includes proportionate share in common areas such as passages, lobbies, lifts and staircases) with exclusive right to use of 7.21 Sq. Mtrs / 77.61 Sq. Feet of exclusive Balcony (\*) and One Covered Car Parking Space/s on 1<sup>st</sup> Level Basement/ 2<sup>nd</sup> Level Basement /Surface Level and the apartment is bounded by :

East	:	Lobby
West	:	Open Space
North	:	Open Space
South	:	Open To Sky

The Apartment Floor Plan is shown in Annexure-5 attached hereto.

(\*) The exclusive balcony/s and/or verandah and/or open terrace area abutting and reserved for each Schedule 'C' Apartment shall be used exclusively by the Purchaser and/or residents of such Schedule 'C' Apartment only.

For Shriprop Builder Pvt.Ltd.

Authorised Signatory

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: SCHEDULE 'D':  
: OBLIGATIONS ON THE PURCHASER/S:

The Purchaser/s hereby agree/s, confirm/s and undertake/s the following obligations towards the Builder and other Apartment Owners. The obligations herein contained are in addition to the obligations contained elsewhere in this Agreement.

- 1) The Purchaser/s shall be bound by the following obligations:
  - a) Not to raise any construction in addition to that mentioned in Schedule 'C' above.
  - b) Not to use or permit the use of Schedule 'C' Apartment in a manner which would diminish the value or the utility therein.
  - c) Not to use the space left open after construction in Schedule 'A' Property or in the "Project" for parking any vehicles or to use the same in any manner which might cause hindrance to or obstruct the free movement of vehicles parked in the parking spaces or for users of adjoining properties.
  - d) Not to default in payment of any taxes or levies to be shared by the other apartment owners of the Schedule 'A' Property.
  - e) Not to decorate the exterior part of the building to be constructed in a manner other than agreed to by at least two third majority of the owners of the apartments in Schedule 'A' Property.
  - f) Not to make any arrangements for maintenance of the building referred to in Schedule 'A' above and for ensuring common amenities for the benefit of all concerned.
- 2) The Purchaser/s shall has/have no objection whatsoever to the Builder managing the building in Schedule 'A' Property by themselves or handing over the common areas and the facilities to a maintenance company/ies for a period of 12 (twelve) months from the date of completion of the building and thereafter handover the building to the association as soon as it is formed and pending the same, the Builder shall retain the same and the Purchaser/s has/have given specific consent to this undertaking. The Builder or the Maintenance Company or Owners' Association shall be paid on demand common expenses for upkeep and maintenance of buildings and common areas and facilities in Schedule 'A' Property and also service charges for undertaking the said task.
- 3) An Association will be formed in respect of the Residential Buildings to be built in Schedule 'A' Property and the Purchaser/s shall become Member/s of the Owners' Association and agree/agrees to observe and perform the terms and conditions and bye-laws and rules and regulations of the Association that may be formed and pay the admission fee and other fees that may be required. Such Association shall be purely for the purpose of maintenance and management of the buildings though each individual owner of apartment will be owner thereof and the undivided share in the land. The main purpose and object of such association is to take over accounts/finance of the multistoried buildings and the development in the Project and properly manage the affairs of the same, provide all facilities to the occupants and collect from them, the proportionate share of maintenance cost and out goings.
- 4) The Purchaser/s and other owners of Apartments in the said building shall pay such sums as are required by the Builder or maintenance company or the Association or Federation as the case may be towards maintenance and management of the common areas and facilities in the building and in Schedule 'A' Property (subject to further revision from time to time) for the maintenance and management of the common areas and facilities and any deficit shall be made good by the Purchaser/s in proportion to the area of the Schedule 'C' Apartment.
- 5) It is hereby clarified and agreed that the expenses relating to common areas and common facilities shall be borne by the actual users of the Apartment. However, it is the primary responsibility of Purchaser/s to pay the same.
- 6) No apartment 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 apartment and/or facilities in Schedule 'A' Property.
- 7) The Purchaser/s in the event of leasing the Schedule 'C' Apartment shall keep informed the Builder or Agency maintaining the Common Areas or Owners Association about the tenancy of the Schedule 'C' Apartment and giving all the details of the tenants and occupants. Upon leasing, only the tenant/lessee shall be entitled to make use of the club facilities in the place of Purchaser/s as Temporary Members. Notwithstanding the leasing, the primary responsibility to adhere to all the rights and obligations of the Purchaser/s contained herein 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 buildings in the "Project".

For Shriprop Builder Pvt.Ltd.

Authorised Signatory

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8) The Purchaser/s shall use the apartment as a private residence and the car-parking space for parking a light motor vehicle and not for any other purpose. The parking space specifically allotted to Purchaser/s is for exclusive use and enjoyment by Purchaser/s and the Purchaser/s shall not have the right to put up any construction in the parking space or enclose the same or use/convert it for any purpose other than as car parking space.

9) The Purchaser/s shall maintain the front elevation and the side and rear elevations of the apartment, in the same form as the Sellers construct and not at any time alter the said elevation in any manner whatsoever.

10) The Purchaser/s shall keep the Apartment, walls, floor, roof, drains, pipes and appurtenances and belongings thereto, in good condition so as to support, shelter and protect the parts of the entire buildings and shall not do any work which jeopardizes the soundness or safety of the building or the property or reduce the value thereof or impair any easement or hereditament and shall not add any structure or excavate any basement or cellar. The Purchaser/s shall promptly report to the Builder or Maintenance Company or Association of Apartment Owners as the case may be, of any leakage/seepage of water/sewerage and the like through the roof/floor/wall of the said apartment and especially with regard to the external and common walls shared by the Apartment Owners.

11) It is a specific term and condition of this Agreement and of the rights to be created in favour of the prospective Purchaser/s in the building and in the said apartment that:

- a) The name and/or apartment number of the Purchaser/s shall be put, in standardised letters and coloring only at the location/board that may be designated by the Builder at a place earmarked for the said purpose and at the entrance door of the particular Apartment but at no other place in the building and the number shall not be altered.
- b) No sign board, hoarding or any other logo or sign shall be put up by the Purchaser/s on the exterior of the building or on the outer wall of the apartment.
- c) The Purchaser/s shall not alter the color scheme of the exterior of the building or of the exterior lobby wall of the said apartment though the Purchaser/s shall be entitled to select and carry out any decoration/painting of the interior of the said apartment.
- d) The Purchaser/s shall not do anything that may adversely affect the aesthetic appearance/beauty of the building, nor do anything in the Schedule 'A' which may cause any nuisance or obstruction or hindrance to the other owners.
- e) Any further or other construction that may be permitted hereafter over and above the construction sanctioned as aforesaid, such construction may be carried out by and/or at the discretion of the Builder. The Purchaser/s shall not be entitled to object to the same or cause any obstruction or hindrance, nor to ask for any discount and/or rebate and/or abatement in the above mentioned Sale Price.

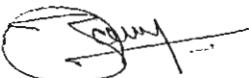
12) The Purchaser/s shall, from time to time, do and execute all further acts, deeds, matters and things as may be reasonably required by the Builder for duly implementing the terms and intent of this Agreement and for the formation of Owners' Association.

13) Since the Purchaser/s is/are to own the aforesaid undivided interest in the land described in the Schedule 'A' hereunder written it is specifically agreed that the Purchaser/s shall be entitled in common with the Purchaser/s /holders of the other Apartment/s in the building, to use and enjoy the Common Areas and Facilities listed hereunder:

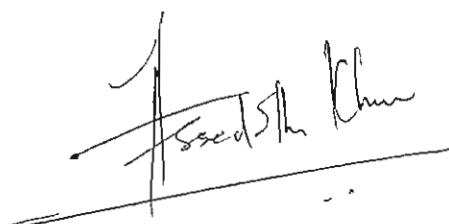
- a) Entrance and Common Passages;
- b) Lifts/Pumps/Generators of the "Project";
- c) Common facilities including Club; and
- d) Club on membership basis and on compliance of byelaws formed for the Club.

14) The Purchaser/s is/are aware that the exclusive right of use of covered/uncovered/stacked or mechanical car parking space in the 1<sup>st</sup> Level Basement / 2<sup>nd</sup> Level Basement / Surface Level will be allotted by the Builder to the various apartment owners and that the right of use so allotted shall vest solely in the respective apartment owner to whom it is allotted. The Purchaser/s shall have no objection to such right of use being allotted. It is, however, clearly understood that such right of use shall not vest in the Purchaser/s any title to the land earmarked as Car Parking Space.

For Shriprop Builder Pvt.Ltd.



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15) The Builder will provide to the Purchaser/s access from the driveways/internal roads to the building where Schedule 'C' Apartment is situated.

16) The cost of repairing and maintaining the internal/feeder/access and drive-ways will be borne and paid proportionately by the Purchaser/s of apartments comprised in the "Project".

17) The Purchaser/s shall keep the apartment, walls, floor, roof, drains, pipes and appurtenances thereto belonging in good condition so as to support, shelter and protect the parts of the entire building. The Purchaser/s shall carry out at his/her/their own cost such repairs and maintenance to water lines, sewerage lines and the like in the said Apartment in the event of there being any complaint from the Apartment Owners below or above or adjoining of leakage/seepage of water, sewerage and the like through the roof/floor/wall of the said apartment of the Purchaser/s.

18) The Purchaser/s shall not object for use of Common Road/Drive way/Passage in the Schedule 'A' Property for making use of the same by the Owners/Occupants/Users of the balance portions of the property in Schedule 'A' above.

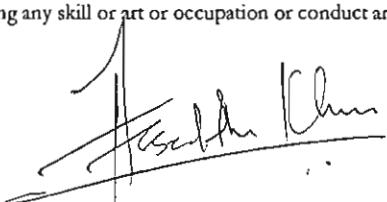
19) The purchasers of apartments in the "Project" and/or in respective Towers shall not at any time cause any annoyance, inconvenience or disturbance or injury to the occupiers of other apartments and parking spaces in the building and Purchaser/s specifically shall not:

- a) Close the lobbies, stairways, passages and parking spaces and other common areas.
- b) Make any alterations in the elevation or both faces of external doors and windows of the apartment/parking space which in the opinion of the Builder or the Owners' Association differ from the colour scheme of the building.
- c) Make any structural alterations and/or any fresh openings inside the apartment.
- d) Default in payment of any taxes or levies to be shared by the other owners of the Schedule 'A' Property or common expenses for maintenance of the building.
- e) Create nuisance or annoyance or damage to other occupants and owners by allowing pounding, running machinery and causing similar disturbances and noises.
- f) Install machinery, store/keep explosives, inflammable/ prohibited articles which are hazardous, dangerous or combustible in nature.
- g) Use the common corridors, stair cases, lift lobbies and other common areas either for storage or for use by servants at any time.
- h) Bring inside or park in the Schedule 'A' Property any lorry or any heavy vehicles.
- i) Use the apartment or portion thereof for purpose other than for residential purposes and not to use for any illegal or immoral purposes.
- j) Drape clothes in the balconies and other places of building.
- k) Enter or trespass into the Parking Areas, Garden Areas and Terrace Areas not earmarked for general common use.
- l) Throw any rubbish or used articles in Schedule 'A' Property other than in the Dustbin provided in the property.
- m) Undertake any interior decoration work or additions, alterations inside the apartment involving structural changes without prior consent in writing of the Builder.
- n) Create any nuisance or disturbance or misbehave in the matter of enjoying the common facilities provided to the entire apartment Owners in the building of the "Project".
- o) Refuse to pay such sums as are demanded for use and enjoyment of common facilities including Club in the "Project".
- p) Trespass into other residential buildings in the "Project" or misuse the facilities provided for common use.
- q) Use the Schedule 'C' Apartment as a transit apartment or service apartment and should not be let out/permit to use the same on daily/weekly/fortnightly basis.
- r) Use the Schedule 'C' Apartment for training any skill or art or occupation or conduct any teaching classes.

For Shriprop Builder Pvt.Ltd.



Authorised Signatory



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20) The Builder reserve the exclusive and absolute right to display hoarding/s on all or any of the Wings/Towers and the terraces and/or in any part of the land and/or buildings in Schedule 'A' Property and as part of its branding of the Builder and it shall be a covenant running with the land. Neither the Purchaser/s nor the Owners Association/s to be formed in the Wings/Towers /federation shall have the right to question the said acts of Builder and/or their transferees or persons permitted by them. The Purchaser/s specifically consents for the above.

21) The use of the common amenities including Club, swimming pool and other facilities, if any, by the Purchaser/s during tenure of membership shall be without causing any disturbance or annoyance to the fellow users and without committing any act of waste or nuisance which may affect the peace and tranquility of the place and shall not default/refuse/avoid paying the subscription and other charges for the use of the facilities therein.

22) The Purchaser/s shall not park any vehicles in any part of Schedule 'A' Property except in the parking area specifically acquired by the Purchaser/s and earmarked for the Purchaser/s and not to enclose the parking areas or put up any construction therein whether temporary or permanent.

23) The Purchaser/s shall not throw garbage/used articles/rubbish in the common areas, parks and open spaces, roads 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 Builder or Agency maintaining the common areas and facilities in the "Project" or by the Owners' Association.

24) The Purchaser/s shall not keep any cattle/live stock in the Schedule 'C' Apartment or in Schedule 'A' Property and Purchaser/s shall keep all the pets confined within the Schedule 'C' Apartment and shall ensure that the pets do not create any nuisance/disturbance to the other owners/occupants in the building.

25) The Purchaser/s shall maintain at Purchaser's/s' cost the said Apartment and Parking Space in good condition, state and order and shall abide by all the laws and regulations of the Government, Bruhat Bangalore Mahanagara Palike 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, from the date of execution of the sale deed.

26) The Purchaser/s shall not use the Apartment/Parking Space/Garden/ Terrace or permit the same to be used for any purpose which in the opinion of the Sellers and/or Association on its formation to cause nuisance or annoyance to occupiers of the other Apartment/Parking Space/Garden/ Terrace in the said building to the Owners or occupiers of the neighboring buildings and/or properties nor use the same for any illegal or immoral purposes, nor use the parking space for any other purpose except for parking light motor vehicles and should not construct any barrier enclosing the allotted parking space.

27) The Purchaser/s shall use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in Schedule 'A' Property and 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 Apartment Owners in the Building.

28) The common areas and facilities shall remain undivided and no apartment owner including Purchaser/s shall bring any action for partition or division of any part thereof. Further the Purchaser/s shall not seek partition of undivided share in the Schedule 'A' Property.

29) 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 apartment owners in the Wings/Tower and/or in the "Project".

For Shriprop Builder Pvt.Ltd.

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30) The Purchaser/s shall pay to the Builder or Agency or Maintenance Company or Owners' Association as the case may be the following expenses on prorate basis as Core Maintenance Charges.

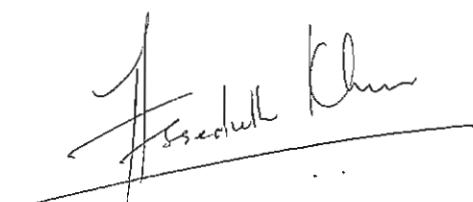
- a) Expenses for maintenance of lifts, pump sets, generators and other machineries, sanitary and electrical connections in the building and in the "Project" including the cost of Annual Maintenance Contract for these equipment's;
- b) Electricity consumption charges for operating all common services and lighting the common areas, basement and all open areas and water consumption charges of buildings and for facilities in the "Project";
- c) Cost of replacement of electrical fittings and bulbs in all common areas, corridors, basement and open places;
- d) Expenses for maintenance of the buildings and the land surrounding thereto, white washing and colour washing of common areas, roads, developments, club house, external areas and the compound;
- e) Expenses incurred in the maintenance of landscape, Gardens, pots and other plants in Schedule 'A' Property;
- f) Salaries and wages payable to the property manager, security guards, lift operators, plumbers, electricians, gardeners, pumps and generator operators and all other staff so appointed;
- g) Such other expenses which are common in nature and not attributable to any unit in particular but relates to the development in Schedule 'A' Property in general.

31) That in addition to payment of the expenses referred to in above Para, the Purchaser/s should also pay promptly the General Maintenance Charges (for upkeep and maintenance of all common areas, roads, amenities and facilities, which are common to development in Schedule 'A' Property) periodically or as and when demanded by the Sellers /Maintenance Agency/Owners' Association as the case may be.

**For Shriprop Builder Pvt.Ltd.**



**Authorised Signatory**



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ANNEXURE-1

2019-20

COST OF SCHEDULE 'B' PROPERTY & DETAILS OF PAYMENTS/PAYMENT PLAN

The Sale Consideration of Schedule 'B' Property is Rs.30,58,343/- (Rupees Thirty Lakhs Fifty-Eight Thousand Three Hundred and Forty-Three Only). The Purchaser/s has/have paid to the Sellers/Builder Rs.30,58,343/- (Rupees Thirty Lakhs Fifty-Eight Thousand Three Hundred and Forty-Three Only) by way of part payment towards "Sale Consideration" and the balance amount shall be payable in the following manner:

Sl.No.	PAYMENT SCHEDULE	% OF PAYMENT SCHEDULE	Amount Payable (In Rupees)	Amount Paid (In Rupees)	Balance Amount Payable (In Rupees)
1	On Application for Allotment	10%	305834	305834	0
2	Before Execution of Agreement	10%	305834	305834	0
3	On Commencement of Foundation	10%	305834	305834	0
4	On Commencement of 1st Basement Parking	10%	305834	305834	0
5	On Commencement of 2nd Basement Parking	5%	152917	152917	0
6	On Commencement of 2nd Floor	8%	244667	244667	0
7	On Commencement of 6th Floor	8%	244667	244667	0
8	On Commencement of 10th Floor	8%	244667	244667	0
9	On Completion of Terrace	8%	244667	244667	0
10	On Completion of Tiling	9%	275251	275251	0
11	On Completion of Painting	9%	275251	275251	0
12	On or Before Registration	5%	152917	152917	0
	<b>Total :-</b>	<b>100%</b>	<b>3058343</b>	<b>3058343</b>	<b>0</b>

**IMPT:** GST and or any other taxes or levies as may be levied by the Government to be paid along with the respective installment/s at applicable rate on demand.

For Shriprop Builder Pvt.Ltd.

Authorised Signatory

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ANNEXURE-2

2010-21

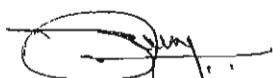
**COST OF CONSTRUCTION OF SCHEDULE 'C' PROPERTY & DETAILS  
OF PAYMENTS/PAYMENT PLAN**

The total Cost of Construction of Schedule 'C' Apartment is Rs.36,72,000/- (Rupees Thirty-Six Lakhs Seventy-Two Thousand Only) which shall be payable in the manner enumerated below and the payment as stated below is the essence of this Agreement. Pursuant thereto the Purchaser/s has/have this day paid to the Sellers/Builder Rs.33,35,482/- (Rupees Thirty-Three Lakhs Thirty Five Thousand Four Hundred and Eighty Two Only) and balance construction cost shall be paid as stated herein below as per the Demand Notice issued under the Courier or RPAD or Hand Delivery or E-mail:

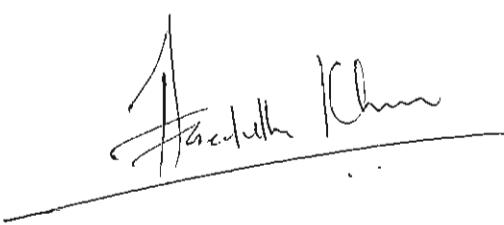
Sl.No.	PAYMENT SCHEDULE	% OF PAYMENT SCHEDULE	Amount Payable (In Rupees)	Amount Paid (In Rupees)	Balance Amount Payable (In Rupees)
1	On Application for Allotment	10%	367200	367200	0
2	Before Execution of Agreement	10%	367200	367200	0
3	On Commencement of Foundation	10%	367200	367200	0
4	On Commencement of 1st Basement Parking	10%	367200	367200	0
5	On Commencement of 2nd Basement Parking	5%	183600	183600	0
6	On Commencement of 2nd Floor	8%	293760	293760	0
7	On Commencement of 6th Floor	8%	293760	293760	0
8	On Commencement of 10th Floor	8%	293760	293760	0
9	On Completion of Terrace	8%	293760	293760	0
10	On Completion of Tiling	9%	330480	330480	0
11	On Completion of Painting	9%	330480	177562	152918
12	On or Before Registration	5%	183600	0	183600
	<b>Total :-</b>	<b>100%</b>	<b>3672000</b>	<b>3335482</b>	<b>336518</b>

IMPT: GST and or any other taxes or levies as may be levied by the Government to be paid along with the respective installment/s at applicable rate on demand.

For Shriprop Builder Pvt.Ltd.



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28 नवंबर २०१८ २०१९-२० 10.980/-  
ANNEXURE-3

: STATUTORY AND OTHER CHARGES [TO BE PAID AS PER DEMAND ALONG WITH  
THE RESPECTIVE INSTALLMENTS TOWARDS LAND AND CONSTRUCTION]:

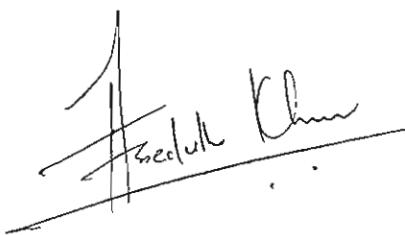
A)	Approximate cost towards providing internal Electrification and Water Supply (Incl of GST and or any other taxes or levies as may be levied by the Government):	Rs.150/- (Rupces One Hundred and Fifty Only) per Sq.ft. of Super Built-up Area. (a) This cost is towards internal infrastructure for providing electricity and initial deposits to be made to the BESCOM/KPTCL. In case of upward revision of charges and deposits the same shall be borne and paid by the Purchaser/s through the Builder to the Authority. (b) And also this cost is towards internal infrastructure, initial deposits for providing water supply. However, as and when the BWSSB provides the water the necessary charges, deposits impact fee (if any), betterment charges (if any) has to be borne and paid by the Purchaser/s to the BWSSB, through the Builder.
B)	Common Solar Water Heater (Incl of GST and or any other taxes or levies as may be levied by the Government)	Rs.25,000/- (Rupees Twenty Five Thousand Only)
C)	Common Sewage Treatment Plant (STP) and Solid Waste Converter (Incl of GST and or any other taxes or levies as may be levied by the Government) :	Rs.25,000/- (Rupees Twenty Five Thousand Only)
D)	Club House Membership Fee (Incl of Service Tax):	Rs.1,00,000/- (Rupees One Lakh Only) Club House Membership fee is a onetime non-refundable/non-transferable charges. Usage fee if decided by the Association at a later date is to be paid by the Purchaser/s. Till handing over Residential Complex to Association no usage fee is charged.
E)	(a) Core Maintenance Charges @ Rs.3.50/- per sq.ft (incl of Service Tax) per month on Super Built-up Area for 12 months:  (b) General Maintenance Charges	To be paid for a period of 12 months computed from 15 <sup>th</sup> day of letter of intimation of completion of Apartment. This is towards Maintenance of Security, House Keeping and Electricity in common Areas, DG Back up, Water, Running of STP, WT Plant and Solid Waste Converter. After the expiry of 12 months, maintenance charges will be paid as per the Demand by the Builder or its Agency till the Residential Project is handed over to the duly constituted Apartments Owners Association in accordance with Karnataka Apartment Ownership Act 1972. At actuals (Proportionate to undivided interest in Common Areas of the Project)
F)	Corpus / Sinking Fund:	Rs.25,000/- (Rupees Twenty Five Thousand Only)
G)	Co-Ordination Fee for Applying to Obtain Khata	Rs.10,000/- (Rupees Ten Thousand Only)
H)	Stamp Duty and Registration charges as applicable on the day of registration:	At Actuals
I)	Stamp duty for Agreements :	At Actuals

**IMPT:** The amounts mentioned above do not carry any interest. GST and / or any other taxes or levies and TDS as may be levied by the Government to be paid along with the respective instalment at applicable rate on demand

For Shriprop Builder Pvt.Ltd.



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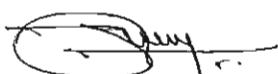
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2016-2.

ANNEXURE - 4  
SPECIFICATIONS

<b>1</b>	<b>Sub Structure</b>	: Isolated / Raft
<b>2</b>	<b>Super Structure</b>	: Framed Structure (complete RCC wall & Slab System)
<b>3</b>	<b>Walls</b>	: Aluminum form work (MIVAN / Eq.)
	a) External Wall	: RCC walls
	b) Internal Wall	: RCC walls
	c) Staircase and Lift Walls	: RCC walls
<b>4</b>	<b>Flooring</b>	
	a) Foyer, Living, Dinning & Bedrooms	: Superior quality vitrified tiles
	b) Master Bedroom	: Laminated Wooden Flooring
	c) Kitchen	: Superior quality Matte Finished Vitrified tiles
	d) Toilet	: Superior quality Anti-Skid Ceramic
	e) Kitchen dado upto 2'0" height & Upto sill level in Utility	: Superior quality Glazed Tiles
	f) Toilet wall dado upto False ceiling	: Superior quality Glazed Tiles
	g) Utility	: Superior quality Anti-Skid Ceramic
	h) Balcony	: Superior quality Anti-Skid Ceramic
	<b>Common Area</b>	
	i) Corridor / Passage	: Granite (only Lift & Entrance lobbies)
	j) Staircase (Fire/Common)	: Epoxy coated / Ceramic tiles / polished kota
<b>5</b>	<b>Kitchen Counter</b>	: Granite Counter
	<b>Utility Counter</b>	: Granite Counter
	Toilets	: Granite Counter
<b>6</b>	<b>Lift Cladding</b>	: Vitrified tiles / Granite or Combination of both
<b>7</b>	<b>Door Frame &amp; Shutters</b>	
	a) Entrance	: 1. Teak wood frame with factory made BST shutter, beading & Polishing : 2. Video door phone
	b) Other	: Engineered / Wood Composite doors
<b>8</b>	<b>Windows</b>	: UPVC with bug mesh.
	French door cum window	: Living/Family & Master Bedroom Balcony – UPVC
	Door cum window in kitchen (between & Utility – As per design)	: UPVC
<b>9</b>	<b>Railings &amp; Grills</b>	
	Staircase	: MS railings
	Balcony	: MS railings
	Utility	: MS Grills
<b>10</b>	<b>Painting</b>	
	a) Internal	: Plastic Emulsion paint for internal walls and OBD for ceilings
	b) External	: Combination of Texture and Exterior APEX Paint
	c) Fabrication works	: Synthetic Enamel

For Shriprop Builder Pvt.Ltd.



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11	<b>Sanitary Ware</b>	
	a) EWC	: Wall mounted coupled closet
	b) WHB	: Counter wash basin
	c) Sink	
	Kitchen	: SS Double bowl with Single drain board (DBSD)
	Utility	: SS Single bowl without drain board
12	<b>CP Fittings</b>	
	a) Fittings and Fixtures	: Standard C.P Fittings
	b) Bath mixer	: Single lever diverter
	c) Sink	: Long body/Angular cock for Aqua Guard
	d) MBR – Toilet (Shower area)	: Glass partition
13	<b>Water Pipe Line</b>	: GI, PPR, CPVC
	Sanitary	: PVC, SWR
14	<b>Electrical</b>	
	a) Points	
	Light/fan/socket	: As per drawing
	AC point	: All bedrooms
	TV & Telephone points	: All Bedrooms & Living / Dining Area
	Geyser Point	: All Toilets
	b) Wiring	: Concealed Conduit, Copper wiring
	c) Switch/Socket	: Modular Type
	d) DG Backup	: 1KW/Unit
	e) Power (BESCOM)	: Single Phase 5 KW for 2, 2+Study and 3 Bedrooms
	f) Garbage crusher point in Kitchen	: All Apartments

## II. FACILITIES

a)	100% DG Backup for Common Areas	:	Lifts, Corridors, Pumps, Gates, STP etc.,
b)	STP	:	As per Standard Norms
c)	Organic Waste Converter	:	As per Standard Norms
d)	Solar Water Heater	:	One Point in common toilet (100 lit's for Apartment)
e)	Rain Water Harvesting	:	As per Standard Norms
f)	Water Softening Plant	:	If required
g)	Lifts	:	As per drawings
h)	Intercom	:	All the Apartments
i)	Fire Fighting System	:	As per Standard Norms
j)	CCTV	:	Common Areas & Lobbies in Ground floor only

For Shriprop Builder Pvt.Ltd.

**Authorised Signatory**

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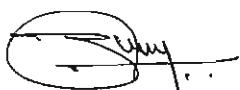
### III. AMENITIES

- a) Children's Play Area
- b) Land Scape Garden Area
- c) Club House:

Well-equipped Gymnasium, Library, Creche, WIFI connectivity, CCTV at the main entrance, Provision for Convenience store, Table Tennis & Pool Table, Recreation Centre like chess, carom & cards room, Indoor Badminton Court, Multipurpose hall, separate health club with steam, Sauna & Meditation room, Aerobics & Billiards.

- d) Swimming Pool – 1 No
- e) Basketball post
- f) Skating rink
- g) Jogging Path
- h) Open Amphi theatre
- i) Water Cascade
- j) Maze Garden
- k) Senior Citizen Park
- l) Tennis Court

For Shrikrishna Builder Pvt.Ltd.



**Authorised Signatory**

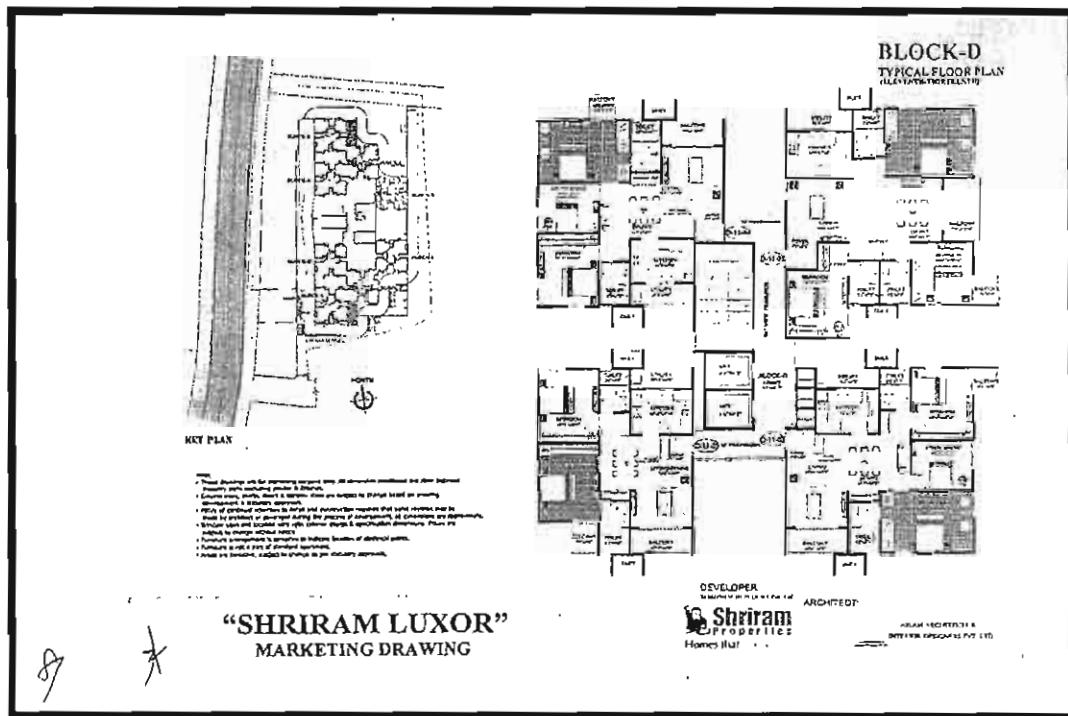
 Ssadeh Khan

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ANNEXURE-5

2019-20

FLOOR PLAN OF APARTMENT



ANNEXURE-6

LIST OF WARRANTIES TO BE PROVIDED

Tiles, CP & Sanitary fittings/Fixtures, Electrical Fittings, Windows, Doors, Lifts, DG's, Gym Equipment's, Transformers, Swimming pool, Water proofing in Sunken Areas & Terrace and Water retaining structure, STP & WTP, Pumps.

COMMON AREAS

- Lifts & Staircases
- Corridors/Passages /Lobbies
- Electrical, Communication & Fire shafts
- Staircase headroom & Lift Machine room
- Lobby area in Basement / Stilt level
- Security cabins

For Shriprop Builder Pvt.Ltd.

Authorised Signatory

SHIRAM  
**LUXOR**  
 The luxury of the perfect life

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2019-20

IN WITNESS WHEREOF THE PARTIES ABOVENAMED HAVE SIGNED AND EXECUTED THIS AGREEMENT FOR SALE ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN:

for M/s. SHRIPROP BUILDERS PRIVATE LIMITED.,

Authorised Signatory  
 General Power of Attorney Holder for M/s. Praveen Urban Infrastructure  
 SELLERS

for M/s. SHRIPROP BUILDERS PRIVATE LIMITED.,

Authorised Signatory

1) Aswathha Chinni

2) \_\_\_\_\_

PURCHASER/S

WITNESSES:

1	<p>Signature: <u>Shivraj</u>          Name: <u>Shivraj</u>          Address: C/o.Shriram Properties Ltd.,          No.31, 2nd Main Road, T.Chowdaiah          Road, Sadashivanagar,          Bengaluru - 560 080</p>	2	<p>Signature: <u>Ramesh</u>          Name: <u>Ramesh</u>          Address: <u>Sadashivanagar</u>,  <u>560 080</u></p>
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Drafted By: Se lf  
Chinni

