

AGREEMENT TO SELL

THIS AGREEMENT TO SELL ("Agreement") is made and executed on the date/..../**20**..... specified in Annexure - 1(Page No. 16).

BETWEEN

SHRI. THOMAS ABRAHAM, son of Abraham Thomas, aged about 37 years and residing at No. 23, Hutchins Road, Cooke Town, Bangalore - 560 005, hereinafter referred to as the "**VENDOR**", represented by his power of attorney holder **M/s. ABRAHAM & THOMAS ENGINEERS PVT. LTD.** acting through its authorized signatory/representative Shri. Abraham J.A(which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, successors, assigns and legal representatives) of the **ONE PART**;

AND

The person/entity specified as the purchaser/s in Annexure - 1 hereunder, hereinafter called the "**PURCHASER/s**" (which expression shall, unless the context otherwise admits, mean and include, in the case of a person, his/her heirs and legal representatives, in the case of a partnership firm, its partners for the time being, their respective heirs, executors and administrators and in the case of any other entity, its designated representatives, administrators, successors and permitted assigns) of the **OTHER PART**.

The Vendor and the Purchaser/s are hereinafter individually referred to as the Party and collectively as Parties, as the case may be.

WHEREAS:

- A. The Vendor is the sole and absolute owner of all that piece and parcel of immovable property being residentially converted undeveloped land bearing Survey No. 505/1, measuring 2 Acres or thereabouts, situated at Kalkere Village, K. R Puram, Hobli, Bangalore East Taluk, Bangalore Urban District(more fully described in Schedule A hereunder and hereinafter referred to as the "**SCHEDULE A PROPERTY**"), having purchased the same under a Deed of Sale dated 31/03/1999, registered as Document No. 9377/1998-99, Book - I, stored in CD No .ICD-025 in the office of Sub-Registrar, Krishnarajapuram, Bangalore Urban District;
- B. Ever since the purchase of the Schedule A Property as above, the Vendor has been in physical peaceful possession thereof with uninhibited rights of alienation of the same;
- C. The Vendor has entered into a Joint Development Agreement dated 03/12/2012 with M/s. Abraham & Thomas Engineers Pvt. Ltd., a company registered under the

provisions of the Companies Act, 1956 having its registered office at 48, Haines Road, Frazer Town, Bangalore 560 005 (hereinafter referred to as the "**Developer**") the document registered as No. BNS-1-09774-2012-13, Book - I, stored in CD No. BNSD249 in the office of the Sub-Registrar, Shivaji Nagar, Banaswadi, Bangalore 560043 for the development of the Schedule A Property by the construction thereon of a multistoried residential apartment complex in the name and Style "Cumins Genesis" comprising of several apartment units of various dimensions with common area, amenities;

- D. The Vendor has also executed a General Power of Attorney dated 03/12/2012 registered as Document No. BNS-4-00355-2012-13, Book - IV, stored in CD No. BNSD249 in the office of the Sub-Registrar, Shivaji Nagar, Banaswadi, Bangalore in the name of the Developer to inter alia, develop the Schedule A Property and to sell the Developer's entitlement of apartment units allocated pursuant to the Joint Development Agreement dated 03/12/2012 and the corresponding undivided interest in the Schedule A Property;
- E. The Developer has, in furtherance of the scheme of joint development, secured sanction of building plan bearing LP No. 0454/2013-14, dated 15/07/2014 from the Bruhat Bengaluru Mahanagara Palike for the construction of the multistoried residential apartment complex;
- F. The Vendor and the Developer have executed a Sharing Agreement dated 12/06/2015 under which the Vendor and the Developer have allocated the apartment units falling to their respective shares in terms of the Joint Development Agreement dated 03/12/2012 and the Vendor has authorized the Developer to receive the sale consideration in respect of the apartment units allotted to the share of the Developer directly from the Purchaser;
- G. Under the aforesaid Joint Development Agreement, the Developer is entitled to construct for prospective purchasers, apartment unit/s and the Vendor is required to convey ownership of undivided share in the Schedule A Property to such purchaser proportionate to the super built up area of such apartment unit/s, subject to the rights, covenants and obligations, appended hereto, which is required to be observed and performed by the Purchaser;
- H. The Purchaser above named being interested in purchase of an apartment unit as described in Schedule C hereunder (hereinafter referred to as the "**Apartment**") to be constructed in the Project together with the common amenities and facilities, and also purchase proportionate undivided share, right, title and interest in the Schedule A Property has approached the Developer and entered into a Construction Agreement of even date ("Construction Agreement") with the Developer for the construction of the Apartment and has entered into this Agreement with the Vendor for the purchase of the undivided right, title and interest in the Schedule A Property, which is more fully described in Schedule B hereto (hereinafter referred to as the '**Schedule B Property**');

- I. The Purchaser/s has/have further confirmed that Purchaser/s has/have carefully read the conditions of this Agreement and has/have understood his/her/its obligations and liabilities and restrictions as set forth herein and has/have neither relied upon nor been influenced by any marketing brochures, e-mails, advertisements, representations of any nature whatsoever whether written or oral. The Purchaser/s upon being satisfied as aforesaid and relying upon his/her/its own judgment and investigation(s) and on advice of competent legal counsel/advocate engaged by Purchaser/s, has/have approached and offered to purchase the Schedule B Property and get the Apartment constructed;
- J. The Purchaser herein has scrutinized the documents of title, various sanctions, permissions and approvals secured by the Developer till date with regards to the Schedule A Property and after being satisfied with the Vendor's title to the Schedule A Property, the location there of and the various common amenities and utilities therein including the transformer, sump, generator area and pathways, the scheme of development, the building plans and specifications of the Apartment and of the Project, has agreed to purchase the Schedule B Property in terms of this Agreement.

NOW THIS AGREEMENT OF SALE WITNESSES AS FOLLOWS:

1. AGREEMENT AND SALE CONSIDERATION:
 - a. The Vendor shall sell and Purchaser/s shall purchase the Schedule B Property, for the consideration mentioned in Annexure - 1 herein with right to construct and own an Apartment constructed by the Developer. That in pursuance of the foregoing and in consideration of the mutual obligations undertaken by the Parties hereto, the Vendor hereby agree to sell and the Purchaser hereby agrees to purchase, the Schedule B Property, subject to the terms, conditions and covenants herein contained, for a total sale consideration stipulated in Annexure -1.
 - b. The Purchaser has paid a sum as specified in Annexure - 2 as advance sale consideration, receipt of which the Vendor and the Developer hereby accept and acknowledge. In the event of a levy of any bank collection charges, the same shall be payable by the Purchaser and credit for the payment made will be given on actual credit of the amount to the bank account of the Developer. The date of credit of the amount into the aforesaid account of the Developer will be considered as the date of payment by the Purchaser.
 - c. The Purchaser shall pay the balance sale consideration in accordance with the payment schedule specified in Annexure - 2 attached here to. Any default in payment of the balance sale consideration will affect the scheme of development of the Project and as such, the Purchaser agrees that time set out in Annexure - 2 for payment of the balance sale consideration is the essence of the contract. The total consideration for construction of the Apartment shall mean the agreed cost of construction payable in respect of

the net super built up area of the Apartment and excludes such costs and deposits as are specifically mentioned herein to be payable separately by the Purchaser/s.

- d. < The Purchaser agrees to pay the Developer such sum as may be demanded in lieu of reservation and relinquishment of area for parks and open spaces by the Bruhat Bengaluru Mahanagara Palike (BBMP). Provided that the sum payable by the Purchaser/s shall be proportionate to the super built up area of the Apartment vis-À-vis the total super built up area in the Project. The Purchaser undertakes to make such payment (a) within a period of Seven days from the date of final order on the matter by the Supreme Court of India; or (b) immediately before delivery of possession of the Apartment upon completion. In the event the said amount is paid by the Purchaser/s and the Supreme Court of India holds that the said sum is not payable in its totality, the Developer shall refund to the Purchaser/s, free of interest, the aforesaid sum paid by the Purchaser/s or such portion thereof as may be remaining after payment to the BBMP in terms of the order of the Supreme Court of India.
- e. In the event of a delay or default by the Purchaser in payment of any of the instalments specified in Annexure - 2, the Purchaser shall be liable to pay interest on the outstanding instalment at the rate of 1.5% per month or part thereof until complete payment of the said instalment. In the event the Purchaser fails to make payment of the outstanding amount together with interest thereon for a period of Forty Five days from the due date, the same shall be construed as a breach of contract by the Purchaser and this Agreement and the Construction Agreement executed on this day between the Purchaser and the Developer shall stand terminated without any further intimation by the Developer. Upon such termination, the Developer shall forfeit a sum equivalent to 10% of the total sale consideration stipulated in this Agreement and the Construction Agreement as liquidated damages.
- f. In the event of termination of this Agreement as specified in the preceding Clause, the Developer shall deduct such sums as may have been paid by the Developer to third parties, such as VAT, Service Tax, agency commission or any other amount paid to the Government or Statutory Authorities, and loss of profit incurred on account of resale of the Apartment, if any, from the total consideration paid by the Purchaser/s under this Agreement and the Construction Agreement and refund the balance, if any, after deduction of the liquidated damages stipulated in the preceding clause, to the Purchaser/s, without any interest, subsequent to the Developer entering into an agreement in respect of the Apartment in favour of a third party purchaser.
- g. Notwithstanding anything to the contrary contained in this Agreement, prior to demanding execution of sale deed/delivery of the Apartment, whichever is earlier, the Purchaser shall have made all payments due under this

Agreement and under the Construction Agreement.

2. The Vendor shall execute Sale Deed in respect of the Schedule B Property in favour of the Purchaser/s on compliance of the terms and payment of all sums mentioned herein and in the said Construction Agreement. The Purchaser/s agree/s not to claim conveyance or possession till compliance by the Purchaser/s of their obligations under both the Agreements. In the event of the Sale Deed being referred to the authorities for adjudication of stamp duty and/or valuation of the Apartment and/or Schedule B Property, 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 Vendor and/or Developer shall have no liability in respect thereto.
3. The Purchaser shall be entitled to the rights enumerated in the Schedule D hereto and shall be bound by the obligations specified in Schedule E hereto in regard to the ownership, use and occupation of the Apartment and the enjoyment of the common areas and amenities and other matters connected therewith. The rights and obligations set out in Schedule D and Schedule E shall run with the land and shall be binding on the Purchaser and their tenants/occupants or legal heirs or successors in interest or assignees or any person claiming through or under them and therefore shall be observed and performed by them at all times so long as they own or occupy the Apartment.
4. 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.
5. The Purchaser acknowledges and agrees that the Vendor, the Developer and the Purchaser have executed this Agreement on the consideration that the Purchaser has also this day executed a Construction Agreement for the construction of the Apartment to be read together and co-terminus with this Agreement and termination of either of the Agreements will lead to the automatic termination of the other with the consequences provided therein. In view of the Scheme formulated, the Purchaser shall have no right to terminate this Agreement without forfeiting his/her rights under the Construction Agreement.
6.
 - a. That the sale of the Schedule B Property in favour of the Purchaser shall be free from attachments, encumbrances, court proceedings or charges or any kind;
 - b. That the Vendor is the absolute owner of the Schedule A Property and that his title thereto is good, marketable and subsisting and he has the power to convey the same and the Purchaser has fully satisfied himself/themselves/himself/herself on the title of the Vendor. The Purchaser/s

shall not be entitled to further requisition any documents of title of the Vendor and/or question or challenge the power of the Developer to develop and sell. The original title deeds of the Schedule 'A' Property will be ultimately delivered to the Owners Association to be formed by all the buyers of apartments in the Project;

- c. That the Vendor and the Developer agree to do and execute all acts, deeds and things, as may be reasonably required by the Purchaser, for more fully and perfectly assuring the title of the Purchaser to the Schedule B Property and the Apartment;
- d. That the Vendor/ Developer shall pay all taxes, rates and cesses in respect of the Schedule A Property upto the date of completion of the Project;

7. THE PURCHASER COVENANTS WITH THE VENDORS AND DEVELOPER AS FOLLOWS:

- a. The Purchaser shall not be entitled to transfer/assign his/her/its rights under this Agreement or the Construction Agreement in favour of any third party without the previous consent of the Developer in writing. It is clarified that the Developer shall not be obliged to accord its consent to any such assignment as this Agreement and the Construction Agreement are personal in nature. Any such assignment shall be permissible on a condition that the Purchaser/s shall make payment to the Developer of a sum equivalent to 5% of the sale consideration agreed to be paid by the assignee/transferee including the money payable by the assignee/transferee to the Purchaser/s over and above the sale consideration stipulated under this Agreement and the Construction Agreement. In the event such assignee/transferee is identified by the Developer, the Developer shall be entitled to an additional sum calculated at the rate of 2% of the sale consideration agreed to be paid by the assignee/transferee as commission.
- b. The Purchaser shall observe and abide by the byelaws, rules and regulations formulated by the Developer and the Apartment Owners' Association with regard to ownership and/or enjoyment of the Schedule B Property and the Apartment as a unit in the Project.
- c. The Purchaser/s has/have no objection for the Developer 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 Developer alone is responsible for discharge of the said charge or mortgage before sale of Schedule B Property is completed. The Developer agrees to secure necessary No Objection Certificate from the lending Bank/Institution and furnish the same to the Purchaser/s at the time of conveyance of Schedule B Property, confirming that Schedule B Property being free from the said charge or mortgage.

- d. Upon execution of the Sale Deed in respect of the Schedule B Property in favour of the Purchaser/s, it shall be the responsibility of the Purchaser/s to secure bifurcation and transfer of khata in respect of the composite Apartment and Schedule B Property in his/her/their name. The Developer shall, on a request in this regard made by the Purchaser/s, furnish such documents such as the sanctioned plans, floor plans, etc., at the cost of the Purchaser/s.
8. 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 referred to arbitration under the provisions of the Arbitration and Conciliation Act, 1996, as may be amended from time to time. The decision of the Arbitrator appointed by the Parties shall be binding on the Parties. The arbitration proceedings shall be carried out in the English language. The arbitration proceedings shall be held at Bangalore and the courts in Bangalore shall alone have jurisdiction in this regard.
9. The Parties acknowledge that this Agreement (including the schedules hereunder and Annexures attached hereto) and the Construction Agreement contain the whole agreement between the Parties and the Parties have not relied upon any oral or written representation made.
10. In the event a part/portion of this Agreement and the Construction Agreement becomes void due to any law/rule for the time being in force, the said portion/part of the Agreement shall become ineffective and the remaining part of the Agreement shall be fully effective and acted upon by the Parties. The Purchaser agrees that on sale of Schedule Property, the Purchaser/s shall have no further claim whatsoever against Vendor and/or Developer.
11. All letters, receipts or notices issued by the Vendor or the Developer and dispatched under Certificate of Posting to the address given in this Agreement or e-mail provided by the Purchaser/s shall be sufficient proof of service thereof on the Purchaser/s and shall effectually discharge the Vendor and the Developer from the obligations to issue any further notice. The Purchaser/s shall duly intimate any change in the postal or email address of the Purchaser/s to the Developer.
12. This Agreement is prepared in Duplicate. The original of this Agreement shall be with the Purchaser/s and duplicate thereof with the Vendor and/or Developer.
13. The Stamp Duty, Registration Fee at applicable rates on this Agreement and on the Sale Deed and legal/consultation charges, if any, and service tax or any other new taxes levied by the Government, shall be payable, by the Purchaser/s.

SCHEDULE A

(Description of the Schedule A Property)

All that piece and parcel of immovable property being Residential Apartment known as "Cumins Genesis" being the Block - B, to be constructed in the property bearing Municipal No. 07, converted land bearing Sy. No. 505/1 & 505/2, (converted vide (vide Official Memorandum dated 13/09/2011, bearing No. ALN(E)SR.KH 105/11-12, issued by Deputy Commissioner Office, Bangalore District), situated at Kalkere village, K.R. Puram, Hobli, Bangalore East Taluk, measuring 4 Acres 1 Gunta and bounded on the:

East by : Land in Sy.No.503 & 506 belonging to Sri. Pilla Marappa

West by : Hormavu Boundary

North by : Kalkere Main Road

South by : Land in Sy.No.505/1 belonging to Smt. Papamma and Sri. Nagappa

SCHEDULE B

(Description of the Schedule B Property)

..... Square Feet undivided share, right, title and interest in the Schedule A Property.

SCHEDULE C

(Description of the Apartment)

All that piece and parcel of immovable property being a residential apartment unit bearing No. (**WING-.....**) having a super built up area of Square Feet, situated on the **Floor** of the multistoried residential apartment complex by name "**Cumins Genesis**" being developed on the Schedule A Property, together with the right to use the common areas, utilities and facilities (Badminton Court, Health Club, Half Basketball Court, Children Play Area, Indoor Gaming Area, Open Air Theater, Multipurpose Hall, Swimming Pool etc.) in the Project. Car park No. (..... **Parking (D)**).

SCHEDULE D

RIGHTS OF THE PURCHASER

The Purchaser shall have the following rights in respect of the Apartment and the Building/s:

1. The right to own and use the Apartment solely for residential purposes.
2. The right and liberty to the Purchaser and all persons entitled, authorised or permitted by the Purchaser (in common with all other persons entitled, permitted or authorised to a similar right) at all times, and for all purposes, to use the passages and common areas for ingress and egress and use of other common amenities in common without causing any nuisance, hindering or encroaching upon the lawful rights of other apartment owners in the Project.

3. The right to subjacent lateral, vertical and horizontal support for the apartment unit from the other parts of the Building/s.
4. The right to free and uninterrupted passage of water, gas, electricity, sewerage, etc., from and to the Building/s through the pipes, wires, sewer lines, drain and water courses, cables, pipes and wires which are or may at any time hereafter be, in, under or passing through the Building/s or any part thereof.
5. Right to lay cables or wires for Radio, Television, Telephone and such other installations, in any part of the Building/s, however, recognising and reciprocating such rights of the other apartment owners and without causing any damage to the structure of the Building.
6. Right of entry and passage for the Purchaser with/without workmen to other parts of the Building/s at all reasonable times after giving 24 hours written notice to enter into and upon other parts of the Building/s for the purpose of repairs to or maintenance of the Apartment or for repairing, cleaning, maintaining or removing the water tanks, sewer, drains and water courses, cables, pipes and wires causing as little disturbance as possible to the other apartment owners and making good any minor/major damage caused.
7. The access indicated in the sanctioned plans bearing LP No. 0454/2013-14 dated 15.07.2014 shall always be reserved and carved out as a common access road to Srimitra Lifestyle and Cumins Genesis and the purchaser/s and their successors in title shall be entitled to use and enjoy the same as a common access in perpetuity."

SCHEDULE E
OBLIGATIONS OF THE PURCHASER

1. Not to raise any construction in the Project in addition to the construction put up by the Developer.
2. The Purchaser shall not alter or subscribe to the alteration of the name of the residential complex, which shall be known as "Cumins Genesis" and shall not change the place of the board put by the Developer to display the name "Cumins Genesis" on the Building and/or shall not alter the names assigned to the Blocks therein.
3. The sale of the Schedule B Property to the Purchaser shall be to enable the Purchaser to own/purchase the Apartment under the Scheme and the Purchaser shall not seek partition or division or separate possession in respect of the Schedule B Property under any circumstances. It is agreed and confirmed by the Purchaser that the Schedule A Property will be held by all the apartments' owners as co-owners, each having an undivided share therein as per the terms and conditions of their respective Deed of Sale and all common areas such as passages, lobbies, staircase, lift, water pipe, sewer lines, etc. shall be used in common by the apartments' owners. Further, the Purchaser/s shall in no way object for construction of apartments by

other purchasers of undivided shares in the Schedule 'A' Property or in balance portions of 'Schedule 'A' Property' and shall not call in question the sale price that will be settled with the Purchasers of the other undivided shares in Schedule 'A' Property and/or in balance portions of Schedule 'A' Property.

4. To use the apartment unit as a private residence and the car-parking space for parking light vehicles and not for any other purpose; The Purchaser shall ensure that the car parking areas are kept clean and tidy and that motor accessories and / or consumables are stored in the car parking spaces. The Purchaser shall not encroach upon or use the car parking space allocated for use to any other apartment unit. 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.
5. Not to use or permit the use of the apartment unit in a manner which would diminish the value or the utility of the Project.
6. Not to use the space left open after construction in the Schedule A Property in any manner which might cause hindrance/nuisance or obstruct the free movement of vehicles parked in the parking spaces.
7. Not to default in payment of any taxes or levies and common utility/maintenance expenses to be shared by the other apartment owners in the Schedule A Property.
8. Not to decorate the exterior part of the Project otherwise than in the manner agreed to by at least two third majority of the owners of the project.
9. Not to make any arrangements for maintenance of the common amenities other than that as agreed to by two third majority of all unit owners in the Project.
10. The Purchaser shall has/have no objection whatsoever to the Developer managing common areas for a period of One year and / or entrusting the same to a maintenance company and pending the same, the Developer shall retain the management and the Purchaser hereby gives specific consent to this undertaking.
11. The Purchaser undertakes to become Member/s of the Apartment Owners' Association ("Association") and agrees to observe, perform and comply with the terms and conditions and bye-laws and rules and regulations of the Association and pay the admission fee and other fees that may be required. The Purchaser shall pay all common expenses and other expenses, taxes and outgoings in terms of the rules and regulations of the Association and hereby agrees that the Association shall be entitled to take such action as may be deemed fit for recovery of dues to the Association.
12. The Purchaser shall maintain the front elevation and the side and rear elevations of the Projecting the same form as constructed by the Developer and not at any time alter the said elevation in any manner whatsoever without the prior consent in

writing from the Developer or the Association, as the case may be.

13. The Purchaser shall, from the date of securing possession of the apartment unit, maintain the same at his/her cost in a good and tenantable repair and condition and shall not do or suffer to be done anything in or to the said apartment unit and/or common passages, or the compound which may be against the rules and bye-laws of the municipal corporation or any other authority.
14. It is a specific term and condition of this Agreement and of the rights to be created in favour of the prospective Purchasers in the Project that:-
 - a. The unit number shall be put in standardised letters and colouring only at the entrance door of the particular apartment unit but at no other place in the building and the number/s shall not be altered.
 - b. No sign board, hoarding or any other logo or sign shall be put up by the Purchaser on the exterior of the apartment unit or on the outer wall of, or in the common areas in the Project.
 - c. The Purchaser shall not alter the colour scheme of the exterior of the apartment unit though the Purchaser shall be entitled to select and carry out decoration/painting of the interior of the said apartment unit.
 - d. The Purchaser shall not do anything that may adversely affect the aesthetic appearance / beauty of the apartment complex nor do anything in the compound of the Apartment which may cause any nuisance or obstruction or hindrance to the owners of other apartment units.
15. Since the Purchaser is to own the undivided interest in the Schedule A Property, it is specifically agreed that the Purchaser shall be entitled in common with the purchasers/holders of the other apartment unit in the Project, to use and enjoy the common areas and facilities in the Project.
16. The Purchaser shall not put up any additional construction in or abutting the apartment unit in addition to that handed over by the Developer and shall not enclose balconies, car parking slots, garden/landscaped areas or the terrace areas exclusively allocated to particular apartment units, if any. The Purchaser shall also not effect any construction, temporary or permanent, in the exclusive garden area or terrace area allocated to apartment units, if any. The right to use the entire Terrace shall exclusively vest with the Developer. However private terraces if any attached to any apartment/s will vest with purchasers of such apartments and purchasers of other apartments shall not have right either of ownership or use of such private terraces.
17. The Purchaser accepts and acknowledges that apartment unit abutting or coming within the vicinity of any common amenity or facility such as the transformer, sump tank, over-head tank, septic tank, generator or other equipment shall be subject to a

certain degree of obstruction peculiar to such facility or amenity. The Purchaser recognizes this fact and undertakes not to raise any claim or other action against the Vendors or the Developer in this regard. The Purchaser agrees and undertakes to allow access to the Developer or the Apartment Owner's Association, as the case may be, or any other entity undertaking maintenance or repair works to the said utilities and agrees not to obstruct or do any act that is likely to jeopardise the value or utility of such equipment, and agrees to make good the damage in case such equipment is damaged due to any act of the Purchaser.

18. The Purchaser shall not at any time cause any annoyance, inconvenience or disturbance or injury to the occupiers of other apartment units and common areas in the Project and Purchaser specifically shall not:-

- i. Close passages and other common areas;
- ii. Make any alterations in the elevation or both faces of external doors and windows of the apartment unit/parking space which differs from the colour scheme of the apartment;
- iii. Make any structural alterations and/or any fresh openings inside the unit;
- iv. Default in payment of any taxes or levies to be shared by the other co-owners of the Schedule A Property or common expenses for maintenance of the Building/s;
- v. Create nuisance or annoyance or damages to other occupants and owners by allowing pounding, running machinery and causing similar disturbances and noises;
- vi. Install machinery, store / keep explosives, inflammable / prohibited articles which are hazardous, dangerous or combustible in nature;
- vii. Use the common corridors, pathways and other common areas either for storage or for use by servants at any time;
- viii. Bring inside or park in the common areas in the Project, any lorry or any heavy vehicles;
- ix. Enter or trespass into the Parking Areas, Garden areas and Terrace Areas not earmarked for general common use;
- x. Throw any rubbish or used articles in the common areas;
- xi. Undertake any interior decoration work or additions, alterations inside the apartment unit involving structural changes without prior consent in writing of the Developer and of the municipal corporation;
- xii. Create any nuisance or disturbance or misbehave in the matter of enjoying

the common facilities provided to all the apartment owners in the Project;

- xiii. Keep their pets inside the apartment unit and ensure that they do not create any nuisance or disturbance to occupants of the neighbouring apartment units and shall ensure that pets do not ease out in the common area or garden area;
 - xiv. Refuse to pay such sums as are demanded for use and enjoyment of common facilities in the Project;
19. The Purchaser shall maintain at Purchaser's cost the apartment unit and allotted Parking Space / Garden/landscaped Area / Terrace Area in good condition, state and order and shall abide by all the laws and regulations of the Government, 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 hereof.
20. The Purchaser shall use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in common with the other unit 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 unit owners the cost of maintaining and repairing all common amenities such as common accesses staircases, 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 unit owners in the Project.
21. The Purchaser shall permit the Owners' Association or their agents with or without workmen at all reasonable times to enter into and upon the apartment unit/Parking Space/Garden/Terrace or any part thereof for the purpose of repairing, maintaining, re-building, cleaning and keeping in order and condition all services, drains, structures or other conveniences belonging to or servicing or used for the said apartment unit and also for the purpose of laying, maintaining, repairing and testing drainage, water pipes and electric wires and for similar purposes.
22. The Purchaser shall pay to the Apartment Owners' Association, from the date of delivery of possession of the apartment unit, such sums to defray the following expenses in proportion to the area of the apartment unit and any deficit to be made good proportionately.
- . Expenses for maintenance of pump sets, generators and other machinery, sanitary and electrical connections in the project, lifts, including the cost of AMC's for equipment;
 - a. Electricity consumption charges for running all common services and lighting the common areas, basement and all open areas and water consumption charges in the project;
 - b. Costs of replacement of electrical fittings and bulbs in all common areas,

corridors, basement and open places;

- c. Expenses for maintenance of the common areas, white washing and colour washing of common areas, external areas and the compound wall;
- d. Expenses incurred in the maintenance of landscape, pots and other plants in the common areas in the project;
- e. Salaries and wages payable to the property manager, security guards, plumbers, electricians, gardeners, pumps and generator operators etc., appointed;
- f. Such other expenses which are common in nature and not attributable to any unit in particular but relates to the project in general.

IN WITNESS WHEREOF the parties herein have executed this Agreement in the presence of the following witnesses on theth day, month and 20..... year first mentioned above.

VENDOR

Name: Shri. Thomas Abraham, represented by his power of attorney holder M/s. Abraham & Thomas Engineers Pvt. Ltd. , acting through its authorized signatory/representative Shri. Abraham.J.A

PURCHASER/S

Mr.

WITNESSES

1).

2).

Name & Address

Name & Address

ANNEXURE - 1

Date of execution of Agreement : (...../...../20.....)

Details of Purchaser/s

1.	Mr., S/o aged about years, residing at (PAN No.)
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ANNEXURE – 2

Super Built Up Area of Apartment : Square Feet

Undivided Share of Land: Square Feet

**Total Cost :/- (Rupees
..... Only)**

(Schedule of Payments)

S.No.	Total Value	% of Installment	Amount
1	ON AGREEMENT	20.00	.....
2	ON FOUNDATION	10.00	.....
3	ON BASEMENT SLAB	10.00	.....
4	ON 1ST SLAB	5.00	.....
5	ON 2ND SLAB	5.00	.....
6	ON 3RD SLAB	5.00	.....
7	ON 4TH SLAB	5.00	.....
8	ON 5TH SLAB	5.00	.....
9	ON 6TH SLAB	5.00	.....
10	ON 7TH SLAB	5.00	.....
11	ON 8TH SLAB	5.00	.....
12	ON TERRACE SLAB	5.00	.....
13	ON EXTERNAL PLASTERING	5.00	.....
14	ON EXTERNAL PAINTING	5.00	.....
15	ON HANDING OVER & REGISTRATION	5.00	.....
	Total:		.....

CONSTRUCTION AGREEMENT

THIS AGREEMENT TO CONSTRUCT (“Agreement”) is made and executed on the date/...../20..... specified in Annexure – 1(Page No. 13).

BETWEEN

M/S ABRAHAM & THOMAS ENGINEERS PVT. LTD., a company incorporated under the provisions of the Companies Act, 1956 and having its office at 48, Haines Road, Frazer Town, Bangalore 560 005, represented by its authorised signatory Abraham J.A, hereinafter referred to as the **"DEVELOPER"**, (which expression shall, wherever the context so warrants, be deemed to mean and include its administrators, successors-in-office and interest and assigns) of the FIRST PART;

AND

The person/entity specified as the purchaser/s in Annexure – 1 hereunder, hereinafter called the **"PURCHASER/s"** (which expression shall, unless the context otherwise admits, mean and include, in the case of a person, his/her heirs and legal representatives, in the case of a partnership firm, its partners for the time being, their respective heirs, executors and administrators and in the case of any other entity, its designated representatives, administrators, successors and permitted assigns) of the OTHER PART.

WHEREAS:

- A. Shri. Thomas Abraham (referred to as the “Owner”) is the sole and absolute owner of all that piece and parcel of residentially converted undeveloped land bearing Survey No. 505/1, measuring 2 Acres or thereabouts, situated at Kalkere Village, K. R Puram, Hobli, Bangalore East Taluk, Bangalore Urban District (more fully described in Schedule A hereunder and hereinafter referred to as the **“Schedule A Property”**);
- B. The Developer has formulated a scheme for development of the Schedule A Property, whereby the Developer shall develop the Schedule A Property by constructing multistoried residential apartment complex in the name and Style “Cumins Genesis” comprising of several apartment units of various dimensions with common area, amenities and utilities(referred to herein as ‘the Project’), along with such specifications as set out in Annexure – 3 hereto;

- C. With a view to give effect to the aforesaid scheme, the Owner entered into a Joint Development Agreement dated 03/12/2012 with the Developer, registered as Document No.BNS-1-09774-2012-13, Book – I, stored in CD No. BNSD249 in the office of the Sub-Registrar, Shivaji Nagar, Banaswadi, Bangalore stipulating the terms and conditions governing the development of the Schedule A Property; the Owner has also executed a General Power of Attorney dated 03/12/2012 registered as Document No. BNS-4-00355-2012-13, Book – IV, stored in CD No. BNSD249 in the office of the Sub-Registrar, Shivaji Nagar, Banaswadi, Bangalore inter alia authorising the Developer to develop the Schedule A Property and to sell its entitlement of the super built up area allocated pursuant to the Joint Development Agreement dated 03/12/2012;
- D. The Developer in furtherance of the scheme of joint development, secured sanction of building plan bearing LP No. 0454/2013-14, dated 15/07/2014 from the Bruhat Bengaluru Mahanagara Palike for the construction of the multistoried residential apartment complex;
- E. The Owner and the Developer have executed a Sharing Agreement dated 12/06/2015 under which the Owner and the Developer have allocated the apartment units falling to their respective shares in terms of the Joint Development Agreement dated 03/12/2012 and the Owner has authorized the Developer to receive the sale consideration in respect of the apartment units allotted to the share of the Developer directly from the Purchaser; Under the said sharing agreement, the Apartment (as defined hereunder) has been allocated to the share of the Developer.
- F. Under the scheme of development of the Project, the Developer is required to construct for prospective purchasers, an apartment unit in the Project and the Owner is required to convey ownership of proportionate undivided share of the Schedule A Property to such purchaser subject to the rights, covenants and obligations, which is required to be observed and performed by the latter;
- G. The Purchaser above named being interested in purchase of an apartment unit described in Schedule C hereunder (hereinafter referred to as the “Apartment”) to be constructed in the Project together with common amenities and facilities, and also purchase proportionate undivided share, right, title and interest in the Schedule A Property (which is morefully described in Schedule B hereunder), has approached the Developer and entered into this Agreement for the construction of the Apartment and has entered into an Agreement to Sell of even date (“Agreement to Sell”) with the Owner for the purchase of an undivided right, title and interest in the Schedule A Property;

H. In accordance with the said scheme, the Purchaser has/have now approached the Developer and requested them to construct the Apartment and the Developer has agreed to do so, subject to the terms and conditions of this Agreement.

NOW THIS CONSTRUCTION AGREEMENT WITNESSES AS FOLLOWS:

1. AGREEMENT AND CONSIDERATION

- a. That in pursuance of the foregoing and in consideration of the rights and other benefits accruing to the Developer under the Joint Development Agreement and subject to the covenants and obligations undertaken by the Purchaser including payment of a total consideration stipulated in Annexure – 2 which shall be paid as stipulated herein, the Developer agrees to construct the Apartment for the Purchaser on the following terms and conditions.
- b. The Purchaser has paid a sum as specified in Annexure – 2 as advance sale consideration, receipt of which the Developer hereby accepts and acknowledges. In the event of a levy of any bank collection charges, the same shall be payable by the Purchaser and credit for the payment made will be given on actual credit of the amount to the bank account of the Developer. The date of credit of the amount into the aforesaid account of the Developer will be considered as the date of payment by the Purchaser.
- c. The Purchaser shall pay the balance sale consideration in accordance with the payment schedule specified in Annexure – 2 attached here to. Any default in payment of the balance sale consideration will affect the scheme of development of the Project and as such, the Purchaser agrees that time set out in Annexure – 2 for payment of the balance sale consideration is the essence of the contract. The total consideration for construction of the Apartment shall mean the agreed cost of construction payable in respect of the net super built up area of the Apartment.
- d. The actual net super built up area of the Apartment shall be based on the certified area statement provided by the Project Architects. The actual net super built up area of the Apartment upon completion of construction shall be valued at the rate charged in respect thereof in Annexure – 2 attached to this Agreement and the Purchaser/s undertake to pay for any excess area over and above the area of the Apartment specified in Annexure – 2 together with applicable VAT, Service Tax and other taxes thereon. Such payment shall be effected by the Purchaser/s along with the last instalment and prior

to delivery of possession of the Apartment. In this regard, the certified area statement provided by the Project Architects as to the net super built up area of the Apartment shall be final and binding on the parties.

- e. In the event of a delay or default by the Purchaser in payment of any of the instalments specified in Annexure – 2, the Purchaser shall be liable to pay interest on the outstanding instalment at the rate of 1.5% per month or part thereof until complete payment of the said instalment. In the event the Purchaser fails to make payment of the outstanding amount together with interest thereon for a period of Forty Five days from the due date, the same shall be construed as a breach of contract by the Purchaser and this Agreement and the Agreement to Sell executed on this day between the Purchaser and the Developer shall stand terminated without any further intimation by the Developer. Upon such termination, the Developer shall forfeit a sum equivalent to 10% of the total sale consideration stipulated in this Agreement and the Agreement to Sell as liquidated damages.
 - f. In the event of termination of this Agreement as specified in the preceding Clause, the Developer shall deduct such sums as may have been paid by the Developer to third parties, such as VAT, Service Tax, agency commission or any other amount paid to the Government or Statutory Authorities, and loss of profit incurred on account of resale of the Apartment, if any, from the total consideration paid by the Purchaser/s under this Agreement and the Agreement to Sell and refund the balance, if any, after deduction of the liquidated damages stipulated in the preceding clause, to the Purchaser/s, without any interest, subsequent to the Developer entering into an agreement in respect of the Apartment in favour of a third party purchaser.
 - g. Notwithstanding anything to the contrary contained in this Agreement, prior to demanding execution of sale deed/delivery of the Apartment, whichever is earlier, the Purchaser/s shall have made all payments due under this Agreement and under the Agreement to Sell.
2. The consideration payable hereunder includes the following charges at rates agreed to in the Allotment Letter: -
- a. Deposits and consultancy and other charges required to be incurred for procurement of electrical service connections from BESCO and water and sewage connections from BWSSB, or other levies with regard to the construction of the Apartment and for development of the Schedule B Property in proportion to the saleable area of the Apartment and

proportionate cost of transformers, LT Lines, and other equipment / accessories required to be installed by BESCOM, BWSSB, KSPCB or any other authorities;

- b. Maintenance charges for maintenance of the apartment complex for a period of 12 months.
- c. VAT, service tax and any other applicable tax payable on the transaction contemplated hereunder as may be notified by the Developer and any revisions thereto at applicable rates from time to time;
- d. Legal Fee and such other charges, at actuals, to be paid on possession.

The Purchaser/s shall be also liable to pay for any upward revision in any statutory sums/taxes, as determined by the Government or on account of any further or additional or new taxes, levies or cesses imposed on the Developer for the construction of the Apartment which has not been provided for herein.

- 3. Sale consideration payable by the Purchaser/s includes a sum calculated at the rate of Rs. 36/- (Rupees Thirty Six only) per square foot of the Apartment towards advance maintenance charges from the date of intimation of readiness for occupation of the Apartment for which a notice is received by the Purchaser from the Developer, whether or not the Purchaser has taken possession of the same. The said advance maintenance charges shall be utilized by the Developer towards maintenance of the common areas in the Project for a period of Twelve months from the date the project architect certifies completion of the Project.
- 4. The sale consideration payable by the Purchaser's includes a sum calculated at the rate of Rs. 30/- (Rupees Thirty only) per square foot of super built up area of the Apartment towards 'Corpus Fund'. The said Corpus Fund shall be utilized by the Developer/Apartment Owners' Association towards any capital expenditure to be incurred in the Project. The Developer shall, after expiry of a period of One year from the date of intimation of readiness for occupation, handover the balance amounts remaining in the Corpus Fund to the Apartment Owners' Association, if formed.
- 5. If any alterations or additions in the specifications, fittings, fixtures, and/or amenities detailed in Annexure – 3 are required by the Purchaser/s, the Purchaser/s shall inform in writing to the Developer. The Developer, at its sole discretion, may provide the same, subject to the Purchaser/s making payment of consideration payable towards such alterations or additions as may be intimated by the

Developer. Any Smart Home Automation shall be optional and may be made functional for the Purchaser upon a written request placed by the Purchaser in this regard, six months prior to the expected date of handover of possession of the Apartment. The Purchaser shall bear the cost of such activation of Smart Home Automation features to be paid at the time of delivery of possession of the Apartment. The Parties may agree upon any such alterations and shall record the same separately.

6. The Purchaser/s agree/s and understand/s that the consideration payable hereunder is inter alia based on the following factors, i.e., the cost of materials and labour as on the end of the quarter in which the booking is received by the Developer. Therefore, if there is any increase in the cost of construction material and labour by up to 3% (Three Percent) from the date of this Agreement till the date of completion of construction stipulated in Clause 10 below, the same shall be absorbed by the Developer. In the event there is an escalation in the cost of construction material and labour beyond 3% (Three Percent) (hereinafter referred to as '**Escalation Charges**') then the same shall be borne by the Purchaser/s. Computation of Escalation Charges shall be based on the RBI indices of Steel (published as Steel - Long in the category of Basic Metals, Alloys & Metal Products), Cement (published as Cement & Lime in the category of Non-Metallic Mineral Products), Fuel and Power, other building construction materials (indices published as All Commodities in the Index Numbers of Wholesale Prices in India) and labour (published as Consumer Price Index Numbers for Industrial Workers) published in the RBI bulletin. Escalation shall be computed at the end of every quarter till the date of completion of construction specified in Clause 10 below with the indices at the time of booking taken as opening indices. Weighted average of all these quarters shall be taken as the closing indices for computation of escalation charges. Escalation Charges shall be calculated on the overall cost of construction material and labour and not on the individual components mentioned above. The term 'Quarter' shall mean the period from January - March, April - June, July to September and October-December.
7. The Developer shall have the right to engage contractors and other persons to develop the Project.
8. The Developer or the Owner, as the case may be, shall be entitled to sell the remaining apartment units in the Project at such sale consideration and on such terms as may be decided by the Developer/Owner in their sole discretion.
9. The Project shall be constructed by the Developer as per the plans/designs developed by them and sanctioned by the Greater Bangalore Municipal

Corporation. The Developer shall be entitled to make such variations or modifications in the plans/designs / specifications, as may be required by them or such change or otherwise deemed necessary or advisable by the Developer. The Developer shall also be entitled to vary the specifications specified in Annexure – 3 by substituting items of equivalent quality.

10. The Developer shall, under normal circumstances, complete construction of the Project, as on the date specified in Annexure – 1 of this Agreement. Further, the Developer shall be entitled to a penalty-free grace period of six months for completion of construction of the project. The date of completion of construction of the Project shall be the date on which the Project Architect certifies that the construction has been completed in accordance with the building plans sanctioned by the Greater Bangalore Municipal Corporation. The Developer shall, apply for the occupancy certificate and obtain the same in due course.
11. The Developer shall apply for and make every reasonable effort to obtain electrical, water and sanitary connections prior to the project completion date. However, as these services are related to various Government departments in respect of which the Developer does not have any control, no responsibility or liability will be accepted by the Developer for delays in obtaining such connections and related clearances, certificates, etc., and the Purchaser/s shall not be entitled to claim any damages in respect of the same under any circumstances.
12. On completion of construction of the project as specified in Clause 10 above and subject to receipt of all sums by the Developer, the Developer shall call upon the Purchaser/s to take delivery of the Apartment by giving 7 days prior notice. From the 8th day the Purchaser shall be deemed to have taken delivery of the Apartment whether or not the Purchaser/s have taken physical possession, and shall be liable to pay for electricity, water, property tax, maintenance charges and other dues in respect of the Apartment. The Purchaser shall abide by all the Bye-Laws, Rules and regulations prescribed and modified from time to time, by the Developer, apartment owners' association and the Government, City Municipal Council or any other authority in regard to the ownership or enjoyment of Apartment from the 8th day of receiving such notice from the Developer.
13. The Developer and / or the Owner shall not be responsible for delay in completion of construction and shall be entitled to reasonable extension of time in the following cases:
 - a. The Purchaser/s having committed any default in payment of the balance sale consideration and/or any other amount payable by the Purchaser/s

under this Agreement and the Agreement to Sell.

- b. Any extra work/additions/alterations required to be carried out in the Apartment as per the requirement and at the cost of the Purchaser/s.
 - c. Non availability of sand, steel, cement or any other building materials, water or electric supply, etc., for any reason beyond the control of the Developer/Owner.
 - d. Any strikes including transport/labour strikes and other reasons which are beyond the control of the Developer.
 - e. War, civil commotion or any other act of God or other event of Force Majeure.
 - f. Any notice, order, rules, restriction, court notice or injunction, controls or notification of the Government and/or any competent authority.
14. In the event of delay in handing over possession of the Apartment beyond the time mentioned in Clause 10 and apart from the reasons mentioned in Clauses 11 and 13 herein, the Developer shall pay a compensation of Rs. 5/-(Rupees Five Only) per square foot of super built up area per month from the date agreed for delivery/handing over of possession, till the actual date of announcement of possession, subject to there being no delay or defaults in paying all installments as per Annexure – 2 of this Agreement, throughout the tenure of this Agreement. However, for calculating the compensation, the number of days delayed for reasons given in Clauses 11 and 13 shall be deducted and compensation shall be paid for the actual number of delayed days.
15. The Developer shall allocate the number and location of car parking spaces that will be attached to the Apartment and shall intimate the Purchaser/s of the same at the time of handing over possession of the Apartment. The specified car parking area allotted to the Purchaser/s shall be for the exclusive use of the Purchaser/s. The Purchaser/s shall strictly follow such rules and regulations as may be prescribed by the Developer or the Apartment Owners' Association as regards the use of such allotted car parks.
16. The Purchaser shall have no objection for the Developer to carry out work on the other part of the project, common areas and other unfinished units after delivery of possession of the Apartment.
17. In the event of termination/cancellation of this Agreement by the Purchaser/s, the Purchaser/s shall make a written request for cancellation along with his/her/their no-objection for re-sale of the Apartment and undivided right, title and interest in the Schedule A Property. It is explicitly made clear that the Developer may accept or

reject the cancellation, at its sole discretion without being obligated to accept the cancellation, as this contract is exclusive in nature. Upon such acceptance of the cancellation by the Developer, the Developer shall be entitled to the following deductions:

- a. a sum equivalent to 10% of the total sale consideration stipulated in this Agreement and in the Agreement to Sell;
- b. any tax/duty or other statutory levy already paid by the Developer, if any, such as VAT, Service Tax, agency commission or any other amount paid to the Government or Statutory Authorities;
- c. any brokerage, commission or like charges incurred by the Developer on the allotment of the Apartment to the Purchaser/s;
- d. loss of profit incurred on account of resale of the Apartment, if any.

After adjusting/deducting the above out of the amounts received from the proceeds of the re-sale of the Apartment, the Developer shall refund the balance amount to the Purchaser/s, if any, without any interest, within a period of Fifteen days from the date of sale of the Apartment in favour of a third party purchaser.

18. The Purchaser/s acknowledges and agrees that the Developer and the Purchaser/s have executed this Agreement on the consideration that the Purchaser/s has also this day executed an Agreement to Sell with the Owner for the purchase of an undivided right, title and interest in the Schedule A Property, to be read together and co-terminus with this Agreement and termination of either of the Agreements will lead to the automatic termination of the other with the consequences provided therein. In view of the scheme formulated, the Purchaser shall have no right to terminate this Agreement without forfeiting his / her / their / its rights under the Agreement to Sell.
19. The Purchaser/s, upon taking possession of the Apartment shall have no claim against the Developer in respect of any alleged defect in work in the Apartment. In case of there being any warranty offered by any manufacturers /suppliers the same shall accrue to the benefit of the Purchaser/s. Further, the Developer shall cure any construction defect in the Apartment which is brought to their notice within a period of Twelve months from such completion, which however shall not include the replacement of any marble / natural material / tiles or wooden flooring or items in the Apartment with cracks etc., or air cracks in the painting or colour variation. Further, the Purchaser/s accepts that there may be cracks in natural stone like marble etc., on being laid and the same shall not be replaced by the Developer.

20. It is specifically agreed between the Parties that, prior to conveyance of the undivided right, title and interest in the Schedule A Property, which is morefully described in Schedule B hereunder, the Purchaser/s shall not encumber the Apartment or such undivided right, title and interest in the Schedule A Property in any manner except for raising the housing loan from any reputed financial institute or bank, etc., for payment of the cost of construction under this Agreement and/or the sale consideration under the Agreement to Sell.
21. It is agreed between the parties that the Developer has decided to name the multistoried apartment complex as "Cumins Genesis" and further the Developer has authority to determine the individual numbering for each apartment unit and erect or affix the Developer's name board at suitable places as decided by the Developer in the project and at the entrance thereof. The Purchaser/s or his/ her/ their/ its successors are not entitled to change the aforesaid name and/or remove or alter Developer's name board in any circumstances.
22. All letters, receipts or notices issued by the Developer and dispatched under Certificate of Posting to the address given in this Agreement or e-mail provided by the Purchaser/s shall be sufficient proof of service thereof on the Purchaser/s and shall effectually discharge the Developer from the obligations to issue any further notice. The Purchaser/s shall duly intimate any change in the postal or email address of the Purchaser/s to the Developer.
23. The Purchaser/s shall not be entitled to transfer/assign his/her/its rights under this Agreement or the Agreement to Sell in favour of any third party without the previous consent of the Developer in writing. It is clarified that the Developer shall not be obliged to accord its consent to any such assignment as this Agreement and the Agreement to Sell are personal in nature. Any such assignment shall be permissible on a condition that the Purchaser/s shall make payment to the Developer of a sum equivalent to or 5% of the consideration agreed to be paid by the assignee/transferee including the money payable by the assignee/transferee to the Purchaser/s over and above the sale consideration stipulated under this Agreement and the Agreement to Sell. In the event such assignee/transferee is identified by the Developer, the Developer shall be entitled to an additional sum calculated at the rate of 2% of the sale consideration agreed to be paid by the assignee/transferee as commission.
24. The Parties agree that in case of any dispute arising in respect of this Agreement, the matter shall be referred to arbitration under the provisions of the Arbitration and Conciliation Act, 1996, as may be amended from time to time. The decision of the

Arbitrator appointed by the Parties shall be binding on the Parties. The arbitration proceedings shall be carried out in the English language. The arbitration proceedings shall be held at Bangalore and the courts in Bangalore shall alone have jurisdiction in this regard.

25. In the event the Developer fails to complete the construction and handover the flat with electricity, water, sanitary and lift connections to the purchaser within the time stipulated in Annexure 1, the Developer shall be liable to pay Rs. 5 per sft of the saleable area/- per month towards damages/penalty for the period of delay.
26. The Parties acknowledge that this Agreement and the Agreement to Sell contain the whole agreement between the Parties and the Parties have not relied upon any oral or written representation made.
27. This Agreement and the Agreement to Sell shall together be binding on the Parties and shall supersede all discussions, brochures, advertisements, writings etc., and the Developer, its staff, agents or representatives shall not be deemed to have undertaken any responsibility or have agreed anything with the Purchaser/s orally or otherwise other than what is expressly written herein and there is no implied agreement or covenant on the part of the Developer other than what is expressly agreed herein and the Agreement to Sell. Both the Parties agree that all amendments to this Agreement shall be effective only if made in writing and signed by the Parties to this Agreement.
28. Any delay or indulgence on the part of the Developer in enforcing the terms of this Agreement or any forbearance or giving time to the Purchaser/s shall not be construed as a waiver of its right to take action against any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s and shall not, in any manner, prejudice the rights of the Developer.

SCHEDULE A

(Description of the Schedule A Property)

All that piece and parcel of immovable property being a Residential Apartment known as "Cumins Genesis" being the BLOCK-B, to be constructed in the property bearing Municipal No. 07, converted land bearing Sy. No. 505/1 & 505/2, (converted vide (vide Official Memorandum dated 13/09/2011, bearing No. ALN(E)SR.KH 105/11-12, issued by Deputy Commissioner Office, Bangalore District), situated at Kalkere village, K.R. Puram,

Hobli, Bangalore East Taluk, measuring 4 Acres 1 Gunta and bounded on the:

East by : Land in Sy.No.503 & 506 belonging to Sri. Pilla Marappa

West by : Hormavu Boundary

North by : Kalkere Main Road

South by : Land in Sy.No.505/1 belonging to Smt. Papamma and Sri. Nagappa

SCHEDULE B

(Description of the Schedule B Property)

..... Square Feet undivided share, right, title and interest in the Schedule A Property

SCHEDULE C

(Description of the Schedule C Property)

All that piece and parcel of immovable property being a residential apartment unit bearing No. (**WING-....**) having a super built up area of Square Feet, situated on the **Floor** of the multistoried residential apartment complex by name "**Cumins Genesis**" being developed on the Schedule A Property, together with the right to use the common areas, utilities and facilities in the Project. Car parking No. (**..... (D)**)

IN WITNESS WHEREOF the parties herein have executed this Agreement in the presence of the following witnesses on theth day, month and 20... year first mentioned above.

DEVELOPER

PURCHASER/S

Mr.

WITNESSES

1)

2)

Name & Address

Name & Address

ANNEXURE – 1

Date of execution of Agreement : (...../...../20.....)

Proposed Project Completion by December End 2018

Details of Purchaser/s

1.	Mr., S/o aged about years, residing at (PAN No.)
----	--

ANNEXURE – 2

Super Built Up Area of Apartment : Square Feet

Total Construction Cost :/- (Rupees

..... Only)

S.No.	Construction Plan	% of Installment	Amount
1	ON AGREEMENT	20.00	.....
2	ON FOUNDATION	10.00	.....
3	ON BASEMENT SLAB	10.00	.....
4	ON 1ST SLAB	5.00	.....
5	ON 2ND SLAB	5.00	.....
6	ON 3RD SLAB	5.00	.....
7	ON 4TH SLAB	5.00	.....
8	ON 5TH SLAB	5.00	.....
9	ON 6TH SLAB	5.00	.....
10	ON 7TH SLAB	5.00	.....
11	ON 8TH SLAB	5.00	.....
12	ON TERRACE SLAB	5.00	.....
13	ON EXTERNAL PLASTERING	5.00	.....
14	ON EXTERNAL PAINTING	5.00	.....
15	ON HANDING OVER & REGISTRATION	5.00	.....
	Total:		.....

ANNEXURE – 3
SPECIFICATIONS OF FINISHES

1. Reputed moulded door and frame. Height: 84 inches x Width: 41.5 inches (including frame). 35 mm thickness. Fittings: SS door handles (inside & outside), Godrej Ultra Mortise lock (preferred), latches (top latch & bottom latch), good quality door stoppers, hinges & peephole to also be provided.
2. All other doors of Sal frames and flush door with design beading provided with powder coated fittings. Bathroom Doors: Height: 84 inches x Width: 26 inches (excluding frame). Bedroom Doors: Height: 84 inches x Width: 32 inches (excluding frame). Fittings: Godrej cylindrical door handles cum lock (inside & outside), latches (top latch & bottom latch), good quality hinges & door stoppers to also be used.
3. Bathroom to have 7' height tiles on sides (up to the level of the false ceiling) & flooring as per samples selected by **DEVELOPER**. Bathrooms to have a false ceiling with grid panel. Provision for exhaust fan available.
4. White sanitary fittings of Hindware & Parryware with good quality Jaguar (solo or equivalent range) CP fittings including health faucets, hot & cold water connection in shower/bath area, granite counter top with ceramic wash basin & tap shower arm, shower head and cockroach trap in drain in all toilets, as per samples selected by **DEVELOPER**. European Water Closet (EWC) mounted against ledge (with granite top linked to the basin) in all bathrooms as per samples selected by **DEVELOPER**.
5. Solar Powered hot water system will be provided for as per the statutory requirements.
6. Kitchen to have 20mm black granite cooking platform over RCC slab with wall mixer and Single Bowl Single Drain stainless steel sink of 37" x 18" and hot & cold water supply in sink with 2 Ft. height ceramic glazed tiles above cooking platform, as per samples selected by **DEVELOPER**.
7. Flooring in hall, dining, bedrooms & kitchen to be of vitrified tiles with skirting, as per samples selected by **DEVELOPER**. Bedroom balcony's, utility areas & terrace areas to be provided with anti skid vitrified tile flooring with skirting, as per samples selected by **DEVELOPER**.
8. Windows of UPVC frame and shutters with clear glass & mosquito proof mesh shutters and fitted steel protection grills (enamel painted).

9. Internal walls to be painted in acrylic emulsion paint of any shade and external walls with Asian Apex or equivalent paint. Weather proof paint to be used for the external walls.
10. Utility: Inlet & Outlet for washing machine to be provided.
11. Balconies & terrace: Drain for rain water / excess water to go out, will be provided.
12. Sump, pump and over head tanks of suitable capacity to be provided.
13. Entrance lobby to be decorated in granite as per architects design. Lobby area to also have name boards (with flat owners names), notice board & post boxes for each apartment. Stair case on all the floors will be in Kota stone/Granite. Railing of staircase to have min gap between railing grill. Flooring in lobby on all the other floors to be of granite material. Walls & ceiling in lobby & other common areas on each floor to be painted using acrylic emulsion paint. Lift cladding in Marble/Granite on all floors.
14. Intercom system: Each apartment will have an Intercom facility to the security room and to the other apartments.
15. Landscaping to be provided.

In addition the building will have the following:-

1. First class RCC concrete frames structure.
2. Walls of 8", 6" & 4" thick plastered concrete block masonry walls.
3. Apartment complex to have two entrance gates for vehicles & one entrance for individuals.
4. Concealed electrical, water and sanitary connections.
5. Electricals: Fire resistant electrical wires of reputed make to be used. All electrical wiring to be concealed with provision for TV, internet & telephone points in Master Bedrooms & living rooms and circuit breakers in each flat. Sufficient other plug points & light points in the living, dining, bedrooms, bathrooms, kitchen, utility areas & terrace will be provided. Switches to be of Anchor Roma make modular type or similar. One Earth Leakage Circuit Breaker for each apartment. One Miniature Circuit Breaker for each room provided at the main distribution box in every apartment. A/C power point in Master Bed rooms & Living/Dining rooms.

Provision for geyser to be made in all bathrooms. Provision for fridge, geyser, chimney & hob, water purifier, microwave . to be made in each kitchen. Provision for washing machine to be made in the utility area and terrace. 2 BHK and 3 BHK apartment will be provided with 4 KVA power and 6 KVA power respectively.

6. Generator of reputed make to be provided with automatic changeover switch & power back up will be available to all apartments, elevator & common areas. Sufficient sound proofing cabin/container required for generator.
7. Deposits such as KEB, water, sewerage & sales tax prorata in respect of apartments allotted to each will be borne by them or their nominees.
8. Eight person capacity passenger lifts of Schindler Make will be provided (with automatic doors)
9. Stilt floor to have a security cabin (with lights, basic furniture, intercom facility), Generator enclosure, transformer with proper fencing enclosure, Electrical room, Toilet, external water points for gardening & car cleaning, Garbage Disposal area with containers. All common areas & parking areas to have sufficient lighting. Plug points at regular intervals in the parking area.
10. Flooring in stilt floor to be of IPS flooring (cement) material. Parking areas to be clearly demarcated with painted boundaries & with the relevant apartment number displayed on the top.
11. Electrical room to have all the statutory requirements as required by the BESCOM / Department of Electrical Inspectorate.
12. Rain water harvesting equipment to be installed, connected & commissioned.