

AGREEMENT TO BUILD

THIS AGREEMENT TO BUILD is made and executed on this, **Two Thousand and Seventeen .(00-00-2017)** by and between:

M/s FOUNDATIONS, a registered Partnership Firm, having its office at No. 1/B, “Diya Arcade”, Kantharaj Urs Road, Saraswathipuram, Mysore- 570 009, duly represented by its Partners viz.,

- 1) **Sri. N.S. Muralidhara**, son of Late Sri. N. Shamanna, aged about 63 years;
- 2) **Sri. A. R. Ravindra Bhat**, son of Late A. Ramakrishna Bhat, aged about 57 years;
- 3) **Sri U. M. Gurushanthappa**, son of Late U. S. Mallappa Gowda, aged about 56 years;
- 4) **Sri A. V. Sridhar**, son of Late A. P. Venkataraman Shetty, aged about 53 years;
- 5) **Sri. S. R. Swamy**, son of Late N. Shivanna, aged about 51 years.

Herein after called as the **“First Party / Builders”** (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include the partners or partner for the time being pf the said firm, the survivors or survivor of them and their heirs, executors, administrators of the last surviving partner, their or his assigns) of the **ONE PART [PAN:AABFF5426G]**;

AND

Mr. S/o Mr. aged about years residing at herein called as the **“Second Party / Purchaser”** (which expression shall unless repugnant to the context mean and include his/her/their heirs, successors, assigns, executors, administrators and representatives-in-interest) of the **OTHER PART; [PAN No:]**
WHEREAS,

- (a) WHEREAS the First Party had entered into Joint Development Agreement dated 16-01-2015 with Sri. N. Raja and Sri. N. Ramesh, (Owners) for development of Schedule A Property into Residential Apartment buildings and secured a License and Plan sanctioned from the Mysore Urban Development Authority/ The Member, Town Planning Authority, Mysore / Coorgalli Gram Panchayat / Concerned Authorities for construction of residential apartment building and the entire development in Schedule ‘A’ Property known as **“FOUNDATIONS SILVER SPRINGS”**.
- (b) WHEREAS the First Party evolved a scheme of ownership of Residential apartments in **“FOUNDATIONS SILVER SPRINGS”** being developed in Schedule ‘A’ property in terms of which any person desirous of owning an apartment in the building stated above is required to purchase from the First Party the proportionate undivided interest in Schedule ‘A’ Property by entering into an Agreement to sell with them, by virtue of which such purchaser gets a right to get constructed the corresponding apartment in the building in **“FOUNDATIONS SILVER SPRINGS”** chosen by the purchase exclusively through the First Party. In the overall Scheme each of the owners of the apartments in **“FOUNDATIONS SILVER SPRINGS”** will be proportionate holding

undivided right, title and interest in the Schedule 'A' Property and the aforesaid scheme forms basis of this Agreement.

- (c) WHEREAS the Second Party herein after due verification, scrutiny and being satisfied with the title of the First Party to Schedule 'A' Property and with the scheme propounded by them and sanctions obtained is interested in constructing and owning an Apartment described in Schedule 'C' herein in **"FOUNDATIONS SILVER SPRINGS"** to be built in Schedule 'A' Property and as per the scheme agreed to purchaser the proportionate undivided share in Schedule 'A' property from the First Party more fully described in Schedule 'B' herein and Second Party agreed to enter into an Agreement for Construction of Schedule 'C' Apartment with First Party in terms of the scheme stated above.
- (d) WHEREAS the First Party have Offered to sell Schedule 'B' Property free from all encumbrances with right to build and own Schedule 'C' Apartment and the Second Party above named accepted the said offer and agreed to purchase the Schedule 'B' Property free from all encumbrances with right to build and own Schedule 'C' Apartment for consideration mentioned therein.
- (e) WHEREAS the First Party agreed to convey Schedule 'B' Property subject to Second Party complying with the terms and conditions of this Agreement and the Agreement to Sell and Payment to the First Party all the amounts detailed in both the agreements. Upon such sale in the overall scheme, the entire Schedule 'A' Property will be jointly owned and held by the owners of the apartments in the building to be built therein each of them having a definite undivided shares in the Schedule 'A' Property and absolute ownership to the respective apartments got constructed by them and limited ownership right to use in common with others all the common amenities, areas and facilities, staircases, lifts, lobbies, passages, common garden, access, roads etc., within the Schedule 'A' Property and the apartment building.

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

1. CONTRACT FOR CONSTRUCTION:

- 1.1) The First Party agrees to construct on behalf of the Second Party the Schedule 'C' Apartment in Schedule 'A' Property as per specification in Schedule 'E' herein as per the plans sanctioned by Mysore Urban Development Authority / The Member, Town Planning Authority, Mysore / Coorgalli Gram Panchayat / Concerned Authorities / Mysore City Corporations, Mysore. The Second Party has/have expressly given consent and empowered the First Party for Variations and/or modification and/or alteration as the First Party may consist necessary or as may be required by any Public Authority to be made in such Plans or constructions as may be necessitated due to exigencies but without substantially altering the size of the Apartment or its external dimensions.

2) SPECIFICATIONS:

The Specifications of construction of Schedule 'C' Apartment agreed between the First Party and the Second Party are detailed in Schedule 'E' to this Agreement and the First Party agrees to construct the Schedule 'C' Apartment in accordance with the said

specifications or equivalent thereto. The First Party may at their discretion entertain request of the Second Party for modifications in the Schedule 'C' Apartment including changed in specifications to the extent permitted by the First Party, provided request for the same has come within the stipulated period and subject to extension of time for completion and Second Party paying additional cost thereof, in advance and within the stipulation period.

3) COST OF CONSTRUCTION, TAXES AND DEPOSITS ETC:

- 3.1) The cost of construction of Schedule 'C' Apartment is as stipulated in the Schedule 'D' hereto which shall be paid by Second Party to First Party on or before the stipulated dated mentioned therein
- 3.2) The Second Party further agree/s to pay additional deposits to the First Party in case the First Party finds that the deposits paid are exhausted and/or not sufficient to meet the outgoings and expenses referred to above. Any surplus or balance deposit paid towards maintenance of common services will be transferred by First Party to the Owners Association on its formation.
- 3.3) The Second Party shall not be entitled to question the cost at which the First Party constructs apartments in "**FOUNDATIONS SILVER SPRINGS**" for others and quantum of deposits and other sums referred to above. The First Party shall be free to determine and agree upon the cost of construction, payment of other sums and specifications for others, the Second Party shall have no right to question the same.

4. PAYMENT SCHEDULE, DELAY/DEFAULT:

- 4.1) The Second Party has/have paid the First Party the amount as mentioned in Schedule D hereto as advance towards cost of construction of Schedule 'C' Apartment and balance cost shall be the First Party as detailed in Schedule 'D' herein. Payment in terms of Schedule D herein is essence of this agreement and under no circumstances there shall be delay or default in payment of the balance cost of Construction. All payments as per Schedule D shall be made by the Second Party to First Party without there being any necessity of any demand as and when it is due.
- 4.2) In the event of delay/default by the Second Party to pay the balance cost of construction as per Schedule D hereto and aforesaid taxes, the First Party shall be entitled to terminate this agreement by issuing a notice calling upon the Second Party to pay arrears of amounts due and taxes due. If any, within fifteen days from the date of issue of such notice and if the Second Party fails to pay the same, this agreement shall be deemed to have been terminated after forfeiture of 20% of cost of construction stipulated herein as liquidated damages.
- 4.3) In the event of termination as aforesaid, the First Party shall be entitled to recover from the Second Party 20% of the total cost of construction reserved herein as liquidated damages by the adjusting the same against the amounts paid by the Second

party till the date of termination and resale of Schedule 'B' and 'C' Properties. On such termination the agreement to sell entered into between the parties hereto stands terminated automatically without further notice to the Second Party.

- 4.4) In case of violation of the terms in the Agreement to sell by the Second Party the terms in this Agreement shall be deemed to have been violated and hence stands terminated as detailed in the said Agreement will be applicable.
- 4.5) Upon termination of this Agreement the Second Party shall not have any claims over the Schedule 'B' and 'C' Properties and/or First Party and/or under Agreement to sell. The First Party shall be entitled to deal with third parties Schedule 'B' and 'C' Properties as they may deem fit for their benefits without reference to Second Party.
- 4.6) If however, the Second Party pays up the arrears and taxes and other sums due within the time stipulated in the notice of termination, the right to terminate the Agreement would lapse for such default alone and this Agreement Continues to be valid.
- 4.7) However, the First Party at their discretion may condone the delay and agree to receive the unpaid sums with interest at 18% per annum from due date till repayment in full and in one lump sum all the unpaid sums.

5. COMPLETION & DELIVERY OF POSSESSION:

- 5.1) THAT, the First Party shall complete the construction of the building in all respects on or before, and shall intimate the Purchaser, by registered post acknowledgement due, about the readiness for registration and occupation. The purchaser shall get the above mentioned property registered after receiving the intimation. The possession of the Schedule 'C' Apartment in Schedule 'A' Property will be delivered by the First Party to the Second Party after completion of Construction as far as possible with additional grace period of 6(six) months. Though every effort will made to obtain electrical, water and sanitary connections within the stipulated time, no responsibility will be accepted by the First Party for delays in obtaining such Connections, Clearance, Occupancy and other Certificates from the statutory authorities and Second Party shall not be entitled to claim any damage/losses/interest against the First Party on the ground of such delay. If there is delay in securing Permanent connections, temporary connections will be provided till permanent connections are provided. The Second Party shall however pay the consumption charges as per bills raised.
- 5.2) The First Party shall not be liable to Second Party if they are unable to complete the construction of the building/s and/or the Schedule 'C' Apartment and deliver Possession by the aforesaid date by reason of non-availability of cement, steel, sand, bricks and other construction materials, civil commotion or by any Act of God or if the delay is as a result of any Rule, Notifications of the Government, Municipal Authority, Plan Sanctioning Authorities, any Court and/or any other Public or Competent Authority prohibiting development and/or construction activities or for

reasons beyond the control of the First Party and in any of the aforesaid events, the First Party shall be entitled to extension of the time for delivery and possession of the completed apartment and the monies till then paid by the Second Party under this Agreement shall not be refunded.

- 5.3) Possession of the Schedule 'C' Property will be delivered by the First Party to the Second Party after the same is ready for use and occupation provided all the amounts due and payable by the Second Party under this Agreement and Agreement to sell are fully paid in time to the First Party in to and after the Second Party obtains registered Sale Deed from First Party in respect of Schedule 'B' Property.
- 5.4) The Second Party 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 Fifteen days from the date of receipt of the notices in writing to the Second Party intimating that the said Apartment is ready for use and occupation, time being the essence of the contract in that behalf and till then the Second Party has no right to claim possession.
- 5.5) The Second Party shall be liable to bear and pay to the First Party the following expenses commencing from 21 days after notice is given by the First Party to the Second Party to the effect that the Schedule 'C' Apartment is ready for use and occupation by the Second Party irrespective of whether the Second Party takes possession or not:
 - a) The minimum electricity, water and sanitary demand charges.
 - b) Property taxes in respect of the Schedule 'C' Apartment and other outgoings and expenses incurred by the First Party to maintenance of the Schedule 'C' Apartment.
 - c) Second Party's shares of common maintenance expenses i.e., proportionate share of insurance premium, wages for the persons appointed by the First Party to manage and look after the common areas and facilities in **"FOUNDATIONS SILVER SPRINGS"** such as property manager, security guards, gardeners, plumbers, electricians, generator operators, sweepers etc., expenses incurred by the First Party or the agency appointed for maintenance of all the common areas and facilities such as electricity charges, water charges, housekeeping consumable etc.
- 5.6) The Second Party upon taking possession of the Schedule 'C' Apartment, shall be deemed to have accepted that the Schedule 'C' Apartment is fully completed in all respects as per the specifications/requirements and Second Party shall not have any claim against the First Party for any items of work in the Schedule 'C' Apartment which may be alleged as not carried out or completed by the First Party.

- 5.7) In the event of delay in construction of the Schedule 'C' Apartment for reasons other than those stated above, the Seller agrees to pay the Purchaser Rs.8.00/-(Rupees Eight Only) per Square feet per month of delay way of damages, provided the purchaser has/have paid payments due by him/them in time.

6. **INSPECTION:**

The First Party agrees to permit the Second Party subject to compliance of safety norms, to have access at all reasonable times to the works in the Schedule 'C' Apartment while under construction and to inspect the same. But the Second Party 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. The First Party will not be liable for Accidents, if any, during such inspection by the Second Party and consequential injury/damages to the Second Party and persons accompanying with permission.

7. **DEFECT LIABILITY PERIOD:**

The First Party shall not be responsible for any defect in the building noticed after a period of Twelve months from the date of handing over possession of Schedules 'C' Apartment or from the date of notifying to the Second Party as to completion of the construction of Schedule 'C' Apartment, whichever is earlier. In this period of Twelve months, the First Party will only attend to the defects arising from poor material and workmanship if any. Defects arising from natural wear and tear do not come under the scope of maintenance under defect liability.

8. **FIRST RECHARGE:**

The First Party shall have the first lien and charge on the Schedule 'C' Apartment to be constructed by the First Party under the terms of this Agreement and its Possession until all the payments are made to the First Party by the Second Party under this Agreement and in the Agreement to Sell.

9. **NATURE OF RIGHT OF USAGE:**

- 9.1) The Second Party covenants to use the Schedule 'C' Apartment only for residential purposes and no other purpose and the Second Party shall not use the Schedule 'C' Apartment for carrying on Commercial activity or for any illegal activities or use it to store any illegal goods or for transit / service apartments.
- 9.2) It is agreed that the building/s to be constructed in Schedule 'A' Property in which Schedule 'C' Apartment is situated shall be held by all the apartment owners, each having proportionate undivided share in the land as per the terms and conditions mentioned herein and in the Agreement to sell and as per the terms to be mentioned in the Sale Deed to be obtained from the First Party. All passages, lifts, staircases, water lines, Sewerage lines as also other facilities including Central Court Yard which are used in common by other apartment holders in the building will belong to and vest in the apartment owners

to be used by all the owners in common. None of the apartment owners shall place any obstructions or store or keep any articles in the common areas of the building.

- 9.3) The Second Party shall use and enjoy all common amenities such as Stair-Cases, Electric Lifts, Common Lighting, Sewers, Drains, Water-Courses etc., now in or upon or hereafter to be erected and installed in Schedule 'A' Property in Common with other Owners and other persons and to permit freely to run and pass water and soil through and along with same or any of them and share proportionately with the aforesaid Owners and other persons the cost of repairing and maintaining and repairing all such Sewers, Drains, Water Courses etc., as also the cost of maintaining and repairing all common amenities such as common Roads, Staircases, Electric Lifts, Lighting, Equipment etc., referred to above.
- 9.4) Upon handing over, the Second Party shall not make any structural alterations to the Schedule 'C' Apartment and/or effect any changes to the plan or elevation and shall not enclose the balconies/terraces if attached to the apartment. The Second Party while carrying on the interior decoration work within the Schedule 'C' Apartment shall not cause any nuisance / annoyance to the occupants of the other apartments in the building and shall not use the common areas, roads, open spaces in the Schedules 'A' Property for dumping materials / debris etc.,
- 9.5) All interior related works/modification that the Second Party can be taken up on his/her /their own can be taken up only after handing over possession of the Apartment in Schedule 'C' Property to the Second Party by the First Party on sale and after Second Party executing the declaration in favour of the First Party binding the do's and don'ts as provided in the declaration before starting the work. The Second Party shall carry out interior works / modification works only during day time between 9 A.M and 6 P.M on working days. The First Party does not owe any responsibility for any breakages; damages caused to any of the finishing works or to the finishing works or to the Premises or its fittings handed over to the Second Party but originally carried out by the First Party. The First Party is not answerable to any thefts during the course of interior works. The Second Party shall strictly observe the rules, regulations, restrictions that may be generally/specifically imposed/prescribed by the First Party or the agency appointed periodically for the maintenance of all common areas and facilities in **"FOUNDATIONS SILVER SPRINGS"**.

10. OUTGOING:

THAT, the First Party shall pay all out goings with reference Schedule B Property including all taxes, rates, cesses, payable to Government or Local Body or Authority till the date of intimation to the Purchaser regarding readiness of the building for registration of the sale deed. After the date of intimation, the Purchaser shall be liable to bear all the outgoings pertaining to Schedule B Property.

11. EXECUTION AND EXPENSES:

11.1 THAT, it is also agreed by the First Party that the 'Schedule B Property' shall be conveyed to the Purchaser as follows:

- (a) The First Party shall convey undivided share in the land of 'Schedule A Property', more fully described in the 'Schedule B Property' hereunder written.
- (b) The Second Party shall convey residential apartment in the building more fully described in the 'Schedule C Property' hereunder written.

11.2 The First Party hereby agree to execute sale deed in favour of the Purchaser or her nominee(s) or assignee(s) as per the sale deed drafted by the First Party's Advocate.

11.3 The Purchaser or her nominee(s) or assignee(s) shall pay all the expenses in connection with the sale, such as applicable sales tax, stamp duty, registration fee.

11.4 In addition to the above the Purchaser or her nominee(s) or assignee(s) shall pay the Advocate's professional fee towards drafting of sale deed and registration process, miscellaneous expenses etc.,

12. OTHER EXPENSES AND DEPOSITS:

12.1 That, the Purchaser shall pay a onetime deposit of **Rs..... (Rupeesonly)/- per sq ft as Sinking Fund** towards the Major repairs & Maintenance of the Schedule property.

12.2 If the Developer provides the Solar Energy System (Power) for the Common Areas and Solar Water for the Bath Rooms then the Purchaser shall pay **Rs.....- Sq. ft. (Rupees Only)** on the Area on both the above mentioned services. The above rates are calculated on approximate basis but the actuals will be calculated on the completion of execution of the service and shall be charged accordingly.

12.3 THAT, the Purchaser agree to pay **Rs...../- (..... only)** per sq.ft approximately towards the monthly maintenance charges, which will be determined by the Second Party at the time of delivery of the possession of the Apartment. The Second Party shall hand over the entire deposits collected towards maintenance charges to the association to be formed. Further, if the purchaser requests for the extra work other than the work specifications mentioned in the Schedule E, the Purchaser agrees to pay without any objection the works contract tax/sales tax pertaining to extra work apart from the apartment as and when demand raised by the First Party.

12.4 THAT, the First Party shall not be liable to or answerable for payment of common expenses etc., stated in this agreement, any time for unsold areas.

13. UNDERTAKING:

THAT, the First Party hereby assure and undertake that the First Party shall not transact or deal in the either for sale, mortgage, lease, rent or otherwise do or cause to be done any act in respect of the 'Schedule B Property'

14. FORCE MAJUERE:

Notwithstanding anything contained in this agreement or in the paragraphs herein mentioned the First Party shall not incur any liability if it is unable to delivery possession of the 'Schedule B Property' on or before the agreed date, if the completion of the building is delayed on account of war, civil commotion, riot or any act of God or on account of any notice, order, rule or notification of Government and/or public body or authority or on account of withholding of or delay in grant of the building completion or occupation certificate, water connection and /or any necessary facilities, permission of sanctions by Government, Municipal Corporation and/or such other public body or authority or on account of any order of Court affecting the construction work of the building by way of injunction or other restraint.

15. ENFORCEMENT OF TERMS:

THAT, any delay or indulgence by the First Party in enforcing the terms of this agreement or giving time to the Purchaser, shall not be construed as a waiver on the part of First Party of any breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser nor shall the same in manner prejudice the right of the First Party.

16. ADDITIONAL FLOORS:

THAT, if any additional F.A.R becomes available at any time but before the execution of the sale deeds, the First Party shall be entitled to put up additional construction on the building as may be allowed by the Municipal Corporation and to sell or otherwise deal with same and the Purchaser shall not object to the same and shall not be entitled to any benefits arising out of the same. If any such additional construction is sold by the First Party, the Purchaser thereof shall be entitled to join the association to be formed or a party to an agreement for maintenance and the Purchaser herein shall not object to the same. In such an eventuality, the Undivided Share land agreed to be sold by the First Party as mentioned in the Schedule B Property shall accordingly change or reduce.

17. OBLIGATIONS OF SECOND PARTY:

- 17.1) The Second Party shall be bound by the obligations and restrictions which are Necessary in the interest of timely delivery of Schedule 'C' Apartment and completion of development of Schedule 'A' Property.
- 17.2) The Second Party shall not require or undertake by himself/ herself/ themselves before/ after delivery of possession of Schedule 'C' Property 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/ladders, architectural features (external/internal), fabrication works (grill, balcony railings) and external paintings, other than what is provided for in the design by the Architects and First Party. The Second Party has/have expressly given consent for variations and/or modifications as the Architect and First Party are the final decision makers on those aspects and the Second Party shall not interfere or question the design, cost, construction processes etc., implemented by the First Party.

17.3) The Second Party shall not obstruct and/or interfere in the development/construction processes of the entire project in **“FOUNDATIONS SILVER SPRINGS”**. The development / constructions will be in progress at all times of day and night and even on holidays.

18. **CONTIGENCY:**

It is further agreed to between the parties that in case the sale of the Schedule ‘B’ Property is completed before the completion of construction of Schedule ‘C’ Apartment and fulfillment of terms of this CONSTRUCTION CONTRACT, it will not affect the rights of the First Party under this Agreement and in the Agreement to sell shall and both continue to subsist. The Second Party shall be entitled to possession of the Schedule ‘C’ Apartment only after fulfillment of the terms of both Agreements. The Second Party shall not have the right to revoke this Agreement or enter possession of Schedule ‘B’ Property of Schedule ‘C’ Apartment until compliance of the terms of both Agreements. The First Party shall be continuing in possession of the same until compliance of both Agreements by the Second Party. The First Party shall deliver Possession of Schedule ‘C’ Apartment to the Second Party after payment of all dues, provided the Agreement to sell and this Agreement. The Second Party shall not have the right to refuse to take possession on the ground that the facilities and amenities are incomplete at the time of delivery of possession.

19. **AGREEMENT TO SELL:**

As state above the Second Party has/have this day entered into an Agreement to sell for purchase of Schedule ‘B’ Property to enable the Second Party to get constructed the Schedule ‘C’ Apartment through the First Party and the same shall be treated as part and parcel of one transaction and both these Agreements shall be co-extensive and co-terminus. The Termination of either of the Agreements will result in termination of both the Agreements without having to independently and separately terminate both the agreements.

20. **RIGHT IN COMMON AREAS:**

The Second Party hereby covenants and agrees that the Second Party on payment of common expenses will enjoy in common with the other owners of the apartments in **“FOUNDATIONS SILVER SPRINGS”** common driveways, common lighting, sewers, drains, water-courses etc.,

21. **SHARING OF COMMON EXPENSES:**

21.1) The First Party may undertake maintenance and upkeep of common areas and roads and facilities in **“FOUNDATIONS SILVER SPRINGS”** or entrust the same to a Management/Maintenance Company of their choice for the same. The Second Party shall pay to First Party or such Maintenance Company proportionate

sums for maintenance of common areas and facilities in “**FOUNDATIONS SILVER SPRINGS**”.

21.2) The Second Party shall permit the First Party and/or Management Company and/or Association if formed, their agents with or without workmen at all reasonable times to enter into and upon the Schedule ‘C’ Apartment 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 ‘C’ property and also of the purpose of lying, 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 and to restore the same on payment of all sums due.

21.3) The Second Party further agree/s to pay additional deposits to the First Party in case the First Party that the deposits paid are exhausted and/or not sufficient to meet the outgoings and expenses referred to above. Any surplus or balance deposit paid towards maintenance of common services will be transferred by First Party to the Owner’s Association on its formation.

22. TERMS ACCEPTED BY THE PURCHASER:

The list of common expenses mentioned hereunder shall be borne by the purchaser in proportion falling to his share, along with other co-purchaser in proportion to their shares and such expenses shall be met out of the interest on the maintenance deposit or the monthly maintenance charges.

22.1) All rates and outgoings payable, if any, in respect of ‘Schedule A Property’ and the building.

22.2) The expenses of routine maintenance including painting, white washing, cleaning etc., and provisions of the common services to the building as set out below:

- (a) Maintenance of pump set, sanitary and electrical lines common to the building.
- (b) Replacement of bulbs/tube lights in corridors and other common areas.
- (c) Payment of water charges and electrical charges for common services.
- (d) Provision of day/night watchman/security and the maintenance staff.
- (e) Maintenance of lifts, generators, and all other equipment’s and services provided in the building and in lands surrounding the building.
- (f) Routine statutory charges and for implements suggested thereof.
- (g) The cost of upkeep of fires fighting equipment and all related services.

- (h) Insurance of the building against earthquake, fire, mob, damages and civil commotions etc.
- (i) The costs of cleaning, maintaining the main entrance, passages, landings, staircases, ducts and other parts of the building as enjoyed or used in common by the purchaser/co-purchaser/occupiers of the building.

23. **ASSIGNMENT/NOMINATION:**

The Second Party shall not assign/transfer interest under this Agreement without the prior written consent of the First Party. It is explicitly made clear that the First Party is not obligated to give consent for any assignment by the Second Party as this agreement is exclusive in nature. Further, it is also made clear that in the event the First party gives their consent for assignment of Second Party's interest in this Agreement, they shall be entitled to charge 5% of Agreement value or transfer value, whichever is higher, subject to a minimum of Rs.100/- per sq. ft., of the Schedule 'C Apartment as their administrative charges/transfer fee for giving such consent. Further, as this agreement and the Agreement to sell are co-terminus in nature, the Second Party shall not be entitled to assign either of these agreements independently without assigning the other Agreement i.e., the Second Party shall not be entitled to assign his rights under this Agreement without assigning his rights under the agreement to sell and vice versa. It is also made clear that the Second Party will not be able to assign rights in portions i.e., the Second Party will have to either assign all rights under this Agreement or otherwise shall not be entitled to assign rights at all.

24. **NOTICES:**

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 correspondences are deemed to have been served on the parties if addressed and sent by certificate of posting or Registered Post with Acknowledgement Due or by Courier or by personal delivery. The party sending notice/correspondence is not responsible for non-delivery due to change in the address if the party changing the address has not intimated in writing the change in the address.

25. **INDULGENCE:**

Any delay tolerated or indulgence shown by the First Party in enforcing the terms of this Agreement or any forbearance or giving of time to the Second Party shall not be construed as a waiver on their part as any breach or non-compliance of any of the terms and conditions of this Agreement by the Second Party nor shall the same in any manner prejudice the right of the First Party.

26. **SPECIFIC PERFORMANCE & ARBITRATION:**

26.1) In the event of default by the First Party, the Second Party is entitled to enforce specific performance of this contract. Similarly in the event of default by the

Second Party, the First Party shall be entitled to enforce specific performance of this agreement or take action as per this Agreement.

26.2) In the event of breach of the terms of this Agreement 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 first referred to a sole Arbitrator to be appointed by the First Party and his award shall be final and binding on the Parties hereto and Arbitration shall be as per the provisions of the arbitration & Conciliation Act in force. The Arbitration shall be conducted in English Language and the place of Arbitration shall be in Mysore. The courts at Mysore alone shall have jurisdiction in all matters relating to this Agreement.

27. **COMPLETE AGREEMENT:**

The Parties acknowledge that this Agreement is the complete Agreement. This Agreement supersedes letter of offer/payment plan including brochures, any prior Agreements and representations between the Parties, whether written or oral. Any such prior arrangements are cancelled as at this date

28. **AMENDMENT:**

This Agreement may be amended only by a written document executed between the parties.

29. **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 will:

- a) Amend that provision in such reasonable manner as to achieve the intention of the parties without illegality, or
- b) At the discretion of the parties, such provision may be severed from this Agreement.
- c) The remaining provisions of this Agreement will remain in full force and effect unless the parties decide that the effect of such declaration is to defeat the original intention of the parties.

30. **FORMATION OF ASSOCIATION:**

THAT, the First Party shall form an owner's welfare association or make an agreement for maintenance, for the benefit of the Purchaser.

31. **CUSTODY:**

The Original Agreement shall be with the Second Party and the copy of same shall be with the First Party.

SCHEDULE A PROPERTY

ALL THAT PIECE AND PARCEL of the Converted Lands for Residential purpose bearing Survey Nos.82/4, measuring an extent of 1 Acre 1 Gunta and in survey No.82/3, measuring an extent of 39 Guntas, out of 2 Acres 11 Guntas, totally measuring an extent of **2 Acres**, situated at Hootagalli Village, Kasaba Hobli, Mysore Taluk, Mysore District, Karnataka. Bounded on:

Survey No.	Extent		East	West	North	South
	A	G				
82/4	1	1	KRS Road	Survey NO. 82/3	Survey No. 89	Land in Survey No. 82/3 and Survey No.81
82/3	0	39	Survey No. 82/4	Survey NO. 82/2	Survey No.89	Land in Survey No.82/3 retained by the Owner
Out of 2Acres 11Guntas						
Consolidated Boundary for Entire 2 Acres			KRS Road	Land in Survey No.82/2	Land in Survey No.89	Survey No.81 & Land retained by the Owners in Survey No.82/3

SCHEDULE B PROPERTY

ALL THAT **Approx. (..... and only) Square Feet** of undivided title, right and interest in 'Schedule A Property'. The actual Undivided land share shall be considered at the time of the registration.

SCHEDULE C PROPERTY

Apartment / Flat No.,- Block On the**Floor** in the building known as '**FOUNDATIONS SILVER SPRINGS**' admeasuring (**Approx**) Square Feet of Super Built area containing(....) , **sqft Carpet Area and sqft balcony areaBed Rooms** inclusive of share in common area of the building with One Semi-Covered Parking Space in the Stilt. If any changes are there in the super built up Area the same will be calculated as per the actuals after the completion of the construction and before the Registration. The purchaser shall pay the payment for the actual Super Built up Area. The said apartment is a vitrified Tiled, RCC framed structure building built with Anodized aluminium 3 track sliding windows with grills, stainless steel sink, main door is of Teak wood frame and Shutter and all other doors are Flush doors with Electricity, Water and Sanitary connection, to be built as per the specifications in ANNEXURE 1 hereunder.

Boundaries to the Apartment / Flat No.

East: area

West: and Flat No

North : and Flat

South: Flat No

SCHEDULE 'D'

DETAILS OF PAYMENTS

Apartment No....., –Block in Floor BHK with One Stilt Semi- Covered Car Parking.

Cost of construction : Subject to the provisions hereinafter contained, it is agreed between the parties hereto that the consideration/cost of construction **Rs.....00 (RupeesOnly)** payable by the Purchaser unto the DEVELOPERS shall be arrived at/determined on the basis of **Rs...../- (Rupees Only)** per square feet (inclusive of deposits and service charges towards electricity , UGD and water line , One Semi-Covered Car Parking and all the Amenities like Swimming Pool, Club House, Gym, Open Amphitheater, Children's play area, indoor games and Jogging Track) of super built-up area constructed by the Developers (for and on behalf of the Purchaser under this agreement) and comprised in the Schedule- 'C' APARTMENT plus GST which amount to **Rs.....00 (Rupees only)**. The total consideration of this agreement is **Rs.....00 (RupeesOnly)**. The total consideration of this agreement is **Rs.....00 (RupeesOnly)**It is agreed and accordingly clarified that, the DEVELOPERS shall be under no obligation to render detailed accounts to the PURCHASER in this regard, since the instant contract for construction is purely on a turn-key basis.

<u>Sl. No.</u>	<u>STAGES</u>	<u>PERCENTAGE</u>	<u>AMOUNT</u>
1.	On Agreement	20%	00
2.	On completion of First Slab	5%	00
3.	On completion of Second Slab	5%	00
4.	On completions of Third Slab	5%	00

5.	On completion of Fourth Slab	5%	00
6.	On completion of Fifth Slab	5%	00
7.	On completion of Sixth Slab	5%	00
8.	On completion of Seventh Slab	5%	00
9.	On completion of Eighth Slab	5%	00
10.	On completion of brick work	7.5%	00
11.	On completion of plastering work	7.5%	00
12.	On completion of flooring work	10%	00
13.	On completion of Electrical and Plumbing work	10%	00
14.	On possession	5%	00
	TOTAL	100%	00

The Purchaser has paid the Builder a sum of **Rs.....00 (Rupees Only)** by cheque bearing no..... (Subject to realization) dated.....rd July 2017, Drawn through

The Balance Amount of **Rs.....00 (RupeesOnly)** shall be paid as stated above.

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

WITNESSES:

1.

FIRST PARTY / BUILDER

1.

2.

3.

2.

4.

5.

1.

SECOND PARTY / PURCHASER

: SCHEDULE 'E':

: DETAILS OF SPECIFICATION:

ANNEXURE

Structure

- RCC framed structure.
- Concrete solid block masonry.

Plastering

- All internal walls smoothly plastered with lime finish.

Flooring

- REGENT Vitrified tiles flooring for Living room, Dining room and Bedroom.
- Anti-skid tiles in Other Places

Doors

- Teak Wood frame for main door & pooja door & Hardwood (Sal) frame for others.
- HDF LAMINATION Door & Stainless Steel hardware.

Windows

- UPVC three track windows with glass panel and mosquito mesh.

Toilets

- REGENT Printed & Plain glazed tile for walls.
- CERA wall mounted commode with concealed flush tank, ASHIRVAD CPVC pipes & fitting
- JAGUAR LYRIC bathroom fitting

Kitchen

- Granite platform with FUTURA SINKS 19"BY 19"depth 8" stainless steel sink
- 2 ft. glazed tile dado above kitchen platform.

Entrance Lobby

- Vitrified flooring and cladding of lift walls with Vitrified tiles & Granite.

Electrical

- Concealed conduits with good quality copper wire – Anchor or equivalent.
- Electrical switches – ABB.CHEIRON PREMIUM MAKE
- For Safety, one Earth Leakage Circuit Breaker (ELCB) for each apartment.
- One Maintenance Circuit Breaker (MCB) for each room provided at the main distribution base in each flat.
- AC point shall be provided in Master Bedroom only.
- Telephone and TV point in living.
- 3 KW Power will be supplied (Additional Power Supply will be charged extra as per the agreement).

Lift

- **Two JOHNSON Lift in each Block, total FOUR lift for entire project shall be provided which shall be used by all the Flat owners and shall be maintained as per the norms of the association**

Painting

- Primer for the walls shall be provided by using one coat of wall primer (Water base) for internal walls with Asian paints or Berger Paints.
- All window grills shall be provided with one coat of primer & 2 coats of enamel paint.

The above mentioned specification is standard and sole decision of First party. Any changes in the standard specification requested by the second party shall not be considered and any modification in the above said flat shall not be done once the construction of the flat is completed.

Amenities.

Gym (Health Club with limited equipment's), Club House, Swimming Pool, Indoor Games, Children Play Area, Amphitheater, 24x7 Security with Intercom Facility, CCTV Cameras, Jogging track and Landscaped Garden.

AGREEMENT TO SELL

THIS AGREEMENT TO SELL is made and executed on this ...rd **Two Thousand and Seventeen (00-00-2017)** by and between:

1. **Sri N. RAJA**, son of Late N.A. Krishna Bhat, aged about 57 years;
2. **Sri N. RAMESH**, son of Late N.A. Krishna Bhat, aged about 54 years;

Both are residing at Door No. 3051/1, Gokulam Park Road, V.V. Mohalla, Mysore, represented by their Power of Attorney Holder **(1) Sri. N.S. MURALIDHARA, (2) Sri. A.R. RAVINDRA BHAT** and **(3) Sri. U.M. GURUSHANTHAPPA**, partners of M/s Foundations, a registered Partnership Firm, herein after called as the **VENDOR No. 1** (which expression shall unless repugnant to the context mean and include his heirs, successors, assigns, executors, administrators and representatives-in-interest) of the **FIRST PART**;

M/s FOUNDATIONS, a registered Partnership Firm, having its office at No. 1/B, “Diya Arcade”, Kantharaj Urs Road, Saraswathipuram, Mysore-570 009, duly represented by its partners viz **(1) Sri. N.S. MURALIDHARA, (2) Sri. A.R. RAVINDRA BHAT (3) Sri. U.M. GURUSHANTHAPPA, (4) Sri A.V. SRIDHAR** and **(5) Sri. S.R. SWAMY**, herein after called as the **VENDOR NO.2** (which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include the partners or partner for the time being of the said firm, the survivors or survivor of them and their heirs, executors, administrators of the last surviving partner, their or his assigns) of the **SECOND PART**;

The Vendor No. 1 and Vendor No. 2 here in after jointly called as the **VENDOR**.

AND

Mr. S/o Mr. aged about years residing at, herein after called as the **PURCHASER** (which expression shall unless repugnant to the context mean and include his heirs, Successors, assigns, executors, administrators and representatives-in-interest) of the **THIRD PART**; [**PAN No :**]

WHEREAS,

1. The Vendor No.1 is the absolute owners of the Converted Lands for Residential Purpose bearing Survey No. 82/4, measuring an extent of 1 Acre 1 Gunta and in Survey NO. 82/3, measuring an extent of 39 Guntas, out of 2 Acres 11 Guntas, totally measuring an extent of **2 Acres**, situated at Hootagalli Village, Kasaba Hobli, Mysore Taluk, Mysore District, Karnataka, more fully and particularly for the sake of convenience referred to and called as the ‘**Schedule A Property**’.

2. The Khatha of the Schedule A Property was recorded jointly in the names of the Vendor NO. 1, in the records of Coorgalli Gram Panchayat and the Gram Panchayat for the year 2013-14 has granted Jhanjar No. 36 and 36/B to the Schedule 'A' Property.
3. The VENDOR No.1 had entered into Joint Development Agreement dated 16-01-2015 in respect of sale of 68% of undivided share in land in Schedule A Property to the VENDOR NO.2 in the said Joint Development Agreement, the VENDOR No.1 has permitted the VENDOR No.2 to appoint nominee/s and fix the sale consideration amount in respect of 68% of undivided share in land in Schedule A Property. The VENDOR No.2 has approached the VENDOR No.1 with the proposal to develop the Schedule A Property by constructing Residential Apartment at its own cost and expenses under Development Authority / Coorgalli Gram Panchayat / Mysore City Corporation, Mysore / Competent Authorities vide No. MYNP / PRAA / PRA / PA / 217/2017-18 dated 16-7-2015 for construction of residential apartment building in stilt (Ground) for Car Parking, First, Second, Third, Fourth, Fifth, Sixth, Seventh, eighth and Terrace Floors and the entire development in Schedule 'A' Property known as **"FOUNDATIONS SILVER SPRINGS"**.
4. Whereas under the aforesaid Scheme, persons desirous of owning an apartment in **FOUNDATIONS SILVER SPRINGS** are required to purchase from the Vendors the Sell with the Vendors, by virtue of which such Purchaser gets a right to get constructed the corresponding apartment in **FOUNDATIONS SILVER SPRINGS** chosen by the Purchaser exclusively through the Vendors who will be referred to as Builders at relevant Places. In the overall Scheme each of the Owners of the apartments in **FOUNDATIONS SILVER SPRINGS** will be proportionately holding undivided right, title and interest in Schedule 'A' Property and absolute right to the apartment got constructed by him in the aforesaid scheme which forms basis of this Agreement.
5. Whereas the Purchaser herein after due verification, scrutiny and being satisfied with the title of the Vendors to Schedule 'A' Property and with the Scheme propounded by the Vendors and sanctions obtained by them, is/are interested in constructing and owning an Apartment described in **Schedule 'C'** herein in **FOUNDATIONS SILVER SPRINGS** to be built in Schedule 'A' Property and as per the scheme, the Purchaser agreed to purchase the proportionate undivided share in Schedule 'A' property from the Vendor more fully described in **Schedule 'B' Property** herein And Purchaser agreed to enter into an Agreement for Construction of **Schedule 'C'** Apartment with Vendors in terms of the scheme stated above.
6. Whereas the Vendor have offered to sell **Schedule 'B' Property** free all encumbrances with right to build and own **Schedule 'C'** Apartment and all the purchaser accepted the said offer and agreed to purchase the **Schedule 'B'** Property free from all encumbrances with the right to build and own **Schedule 'C'** Apartment for consideration mentioned in **Schedule 'F'** below. The Vendors have agreed to convey Schedule 'B' Property subject to Purchaser complying with terms and conditions of this Agreement and the Construction Agreement and payments of all the amounts to the Vendors detailed in both

the Agreements. Upon such sale in the overall scheme, the entire Schedule 'A' Property will be jointly owned and held by the owners of the apartments in the building to be built therein each of them having a definite undivided share in the Schedule 'A' Property and absolute ownership to the respective apartments got constructed by them and limited ownership right to use in common with others all the common amenities, Areas and facilities, staircases, lifts, lobbies, passages, common garden, access, etc., within the Schedule 'A' Property and the apartment building.

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

1. SALE PRICE & PAYMENT:

- 1.1) The Vendors shall sell and Purchaser shall purchase the Schedule 'B' Property, for the consideration mentioned in Schedule 'F' herein with right to construct and own Schedule 'C' Apartment through the Builders.
- 1.2) The Purchaser has/have paid the Vendors the amount mentioned in Schedule 'F' hereto as advance towards sale price for sale of Schedule 'B' Property and balance sale price shall be payable to the Vendors as detailed in Schedule 'F' herein. Payment in terms of Schedule 'F' herein is essence of this agreement and under no circumstances, there shall be delay in payment of the balance sale price.
- 1.3) In the event of delay/default by the Purchaser to pay the balance sale consideration as per Schedule 'F' hereto, the Vendors shall be entitled to terminate this Agreement by issuing a notice calling upon the Purchaser to pay the arrears due within Fifteen (15) days from the date of issue of such notice and if the Purchasers fail/s to pay the arrears, this Agreement shall be deemed to have been terminate
- 1.4) In the event of termination aforesaid, the Vendors shall be entitled to forfeit 20% of the total sale consideration reserved herein as liquidated damages by adjusting the same against the amounts paid by the Purchaser till date of termination and refund the balance, if any, within Thirty days from the date of termination and sale of Schedule 'B' and 'C' Properties to third parties. On such termination, the Construction Agreement entered into stands terminated automatically without any notice to the Purchaser.
- 1.5) In case of breach of the terms and conditions in the Construction Agreement by the Purchaser, this Agreement shall be deemed to have been terminated for default automatically without separate notice and in which event the Vendor No.2/ Builder shall be entitled for the liquidated damages of 20% of the sale price reserved herein.
- 1.6) Upon termination of this Agreement the Purchaser shall not have any claims over the Schedule 'B' Property and Schedule 'C' Apartments and/or on Vendors and/or on Construction Agreement. The Vendors shall be entitled to deal with Schedule 'B' and 'C' Properties as they may deem fit for their benefit without reference to Purchaser

- 1.7) If however, the Purchaser pays up the arrears within the time stipulated in the notice of termination with overdue interest, the right to terminate the Agreement would lapse for such default and this Agreement continues to be valid.
- 1.8) However the Vendors at their discretion may agree to receive the unpaid sums with interest at 18% per annum from due date till repayment in full and one lump sum all the unpaid sums.

2. PURPOSE OF SALE:

- 2.1) The sale of Schedule 'B' Property shall be to enable the Purchaser to get constructed the apartment described in Schedule 'C' herein exclusively through them under the aforesaid scheme of ownership detailed in the preamble. The Purchasers shall have no right to construct the Schedule 'C' Apartment other than through the Vendor/Builder.
- 2.2) The Purchaser shall not seek partition or division or separate possession of schedule 'B' Property and in no way the Purchaser shall object for construction of apartments by other purchasers of undivided shares in the Schedule 'A' Property or in the balance portions of Schedule 'A' property and shall not call in question the sale price that will be settled with the purchaser of the other undivided shares in Schedule 'A' Property.

3. TITLE AND TITLE DEEDS:

The Purchaser is provided with copies of all title deeds relating to Schedule 'A' Property and after being satisfied as to the title of the Vendors to the Schedule 'A' Property and the Builder's right to develop Schedule 'A' Property has/have entered into this Agreement. The Purchaser shall not be entitled to further investigate the title of the Vendors and/or power of builders 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 deposited with the Association to be formed by all the Owners of the Apartments in the Schedule 'A' Property on sale of entire apartments.

4. EXECUTIVE OF SALE DEED, STAMP DUTY, FEES Etc.:

- 4.1) The Vendors by themselves or through their power of Attorney agree to execute sale Deed for sale of Schedule 'B' Property in favour of the Purchaser on compliance of the terms and payment of all sums mentioned herein and in the said Construction Agreement. The Purchaser agree/s not to claim conveyance or possession till compliance of both the Agreements. The Purchaser agree/s not to claim possession till sale deed is executed and registered by Vendors in favour of the Purchaser. The parties hereto shall co-operate with each other for execution and registration of the Sale Deed in pursuance of this Agreement.
- 4.2) The Vendor agree to execute the Sale Deed after fulfillment of the terms hereof and of the Construction Agreement and the Purchasers has/have agreed for the same.

- 4.3) The stamp duty for this agreement and stamp duty and registration charges, prevailing at the time of registration of sale deed, legal expenses and all other miscellaneous and incidental expenses for the 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 Purchasers.
- 4.4) In the event of the Sale Deed being referred to the authorities for adjudication of stamp duty and/or valuation of the Schedule 'B' and/or 'C' Properties, it is the responsibilities of the Purchaser.
- 4.5) To attend to the same at his cost and secure release of the Sale Deed. The Vendors and/or Builders have no liability in respect there to.

5. PROPERTY TAXES:

The Vendors shall pay Municipal taxes and other rates and outgoings on the Schedule 'B' Property till the date of intimation to the Purchaser that Schedule 'C' Apartment is ready for occupation and Purchaser shall be liable to pay the same from the said date. Upon completion of the construction of the sale of Schedule 'B' Property, the Purchaser is entitled to get the Schedule 'C' Apartment separately assessed to municipal property taxes. The purchaser shall be liable to pay the municipal/property taxes accordingly. The purchaser agree/s to pay the Vendors the service charges, Khatha and KEB khatha and any statutory requirement transfer fee that are necessary for the securing separate assessment for Schedule 'C' Apartments and for transfer of Khatha and KEB Khatha and to the name of the Purchaser, if the Vendors undertake the said works.

6. NATURE OF RIGHT OF USAGE:

- 6.1) It is agreed that the building to be constructed in Schedule 'A' Property shall be held by all the apartment owners and each of them having proportionate undivided share and ownership in the land as per the terms and conditions herein and to be contained in the Sale Deed to be obtained from the Vendors, All passages, lifts, staircases, water lines, sewerage lines as also other facilities which are used in common by other apartment holders in the building will belong to and vest in the apartment owners shall not place any obstructions or store or keep any articles in the common areas of the buildings.
- 6.2) The right to exclusive use and enjoyment of private terrace areas are for the owners who have specifically acquired the same. The purchaser has/have no objection for Vendors conferring such exclusive rights on the Owners of the aforesaid Apartments in **FOUNDATIONS SILVER SPRINGS** and undertakes not to interfere with such peaceful possession and enjoyment of such areas. Other than the aforesaid persons no other person shall have any right therein and shall have no right to question the Vendors conferring such rights on the said Owners of Apartment. The building will

be provided with common garden area and central Courtyard for owners of the apartments in **“FOUNDATIONS SILVER SPRINGS”**.

- 6.3) The Purchaser agree/s to own and enjoy Schedule ‘B’ Property to be sold and the Schedule ‘C’ Apartment to be built in common with other owners or purchaser of undivided shares and title in Schedule ‘A’ Property and shall be entitled to all such Rights stated in Schedule ‘D’ herein and the Purchaser be liable to comply and adhere to the restriction and obligations imposed on the Purchaser as detailed in Schedule ‘E’ herein. The rights and obligations so detailed in Schedule ‘D’ and ‘E’ hereunder are common to all apartment owners. The Vendors however shall be entitled to confer additional benefits and rights to specific purchaser at their discretion
- 6.4) Upon handing over Schedule ‘C’ Apartment, the Owner/s shall not make any structural alterations to the Schedule ‘C’ Apartment and/or effect any change to the plan or elevation and shall not enclose the balconies attached to the apartment. The purchaser while carrying on the interior decoration/modification work within the Schedule ‘C’ Apartments shall not cause any nuisance / annoyance to the occupants of the other apartments in the building and shall not use the common areas, open spaces in the Schedule ‘A’ Property for dumping materials/debris etc,. The Purchaser shall strictly observe the rules, regulations, restrictions that may be generally/ specifically imposed / prescribed by the common areas and facilities in **FOUNDATIONS SILVER SPRINGS**.
- 6.5) The parking space specifically allotted to Purchaser is for exclusive use and enjoyment by Purchaser and the Purchaser 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. The Purchaser is aware that the exclusive right of use of car parking space is Stilt level will be allotted by the Vendors to the various Apartments owners and that the right of use so allotted shall vest solely in the respective Apartment owner to whom it is allotted. The Purchaser 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 any title to the land earmarked as Car Parking Space.
- 6.6) The Purchaser further covenant/s to use and enjoy all the common areas and amenities such as open spaces, common electrical lines and lighting, water lines, sewers, drains, pipes in **FOUNDATIONS SILVER SPRINGS** in common with other owners and other occupants of Schedule ‘A’ Property. The Purchaser shall not place objects/things/articles, which hinders free use of any common amenities.

7. SHARING OF COMMON EXPENSES:

The Vendors may undertake maintenance and upkeep of common areas and facilities in **FOUNDATIONS SILVER SPRINGS** or entrust the same to a Management Company for the same. The Purchaser shall pay to Vendors or Maintenance Company as the case may be

proportionate sums for maintenance of common areas and facilities in **FOUNDATIONS SILVER SPRINGS**.

8. NO RIGHT TO OBSTRUCT DEVELOPMENT:

The Purchaser shall have no right at any time whatsoever to obstruct or hinder the progress of the construction of the building or any part thereof in the Schedule 'A' Property in respect of the areas now sanctioned and in respect of areas to be sanctioned from time to time.

9. ASSIGNMENT:

The Purchaser shall not assign/transfer his interest under this Agreement without the prior written consent of the Vendors. It is explicitly made clear that the Builders are not obligated to give their consent for any assignment by the Purchaser as this contract is exclusively in nature. It is also agreed that in the event the Vendors give their consent for assignment of Purchaser interest in this Agreement, the Assignee/s shall comply with all the terms and conditions which the purchaser is/are required to comply and Vendors shall be entitled to charge% of the Agreement Value or Transfer Value, whichever is higher, subject to a minimum of/- **Per Sq. Ft.**, of the Schedule 'C' Apartment as their administrative charges and transfer fee for giving such consent. Further as this agreement and the construction agreement are co-terminus in nature, the purchaser shall not be entitled to assign either of these agreements independently without assigning the other agreement i.e, the purchaser shall not be entitled to assign his rights under this agreement without assigning his rights under the construction Agreement and vice versa. It is also made clear that the purchaser will not be able to assign his rights in portions i.e., the purchaser will have to either assign all his rights under this Agreement or otherwise shall not be entitled to assign his rights at all.

10. KHATHA TRANSFER:

The purchaser is /are entitled to secure khatha of Schedule 'B' & 'C' Properties on purchase at his cost from the Mysore Urban Development Authority / Coorgalli Gram Panchayat / Mysore City Corporation, Mysore and Vendors agree to sign necessary consent letters. The Builder/Vendors have agreed to assist the purchaser in respect thereto on payment of Service Charges.

11. NOT TO ALTER NAME:

The Purchaser shall not alter or subscribe to the alteration of the name of **FOUNDATIONS SILVER SPRINGS** in Schedule 'A' Property.

12. NOTICES:

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 are deemed to have been served on the parties if addressed an descent by certificate of posting or by Registered Post (with/without Acknowledgement Due) or by Courier or by personal delivery. The party sending notice/correspondence is not responsible

for non-delivery due to change in the address if the party changing the address has not intimated in writing the change in the address.

13. INDULGENCE:

Any delay tolerate or indulgence shown by the Vendors in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser shall not be constructed as a waiver on their part as any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser not shall the same in any manner prejudice the right of the Vendors.

14. POSSESSION:

The Vendors shall deliver and put the Purchaser in constructive possession of Schedule 'B' Property and in actual, physical, vacant possession of Schedule 'C' Apartment on execution of Sale Deed against payment of balance sale price and all other amounts due under this Agreement and Construction Agreement and compliance of all the terms in both Agreements.

15. SPECIFIC PERFORMANCE & ARBITRATION:

- 15.1) In the event of default of Vendors, the Purchaser is/are entitled to enforce specific performance of this contract. Similarly, in the event of default by the Purchaser, the Vendors shall be entitled to enforce specific performance of this agreement or take action as per this Agreement.
- 15.2) In the event of breach of the terms of this Agreement to Sell 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 first referred to a sole Arbitrator to be appointed by the Vendors and his awards shall be final and binding on the parties hereto and Arbitration shall be as per the Provisions of the Arbitration & Conciliation Act in force. The Arbitration shall be conducted in English Language and the place of Arbitration shall be in Mysore. The courts in Mysore alone shall have jurisdiction in all matters relating to this Agreement.

16. COMPLETE AGREEMENT:

The Parties acknowledge that this Agreement is the complete Agreement. This Agreement supersedes letter of offer/payment plan including brochures, any prior Agreements and representations between the Parties, whether written or oral. Any such prior arrangements are cancelled as at this date.

17. AMENDMENT:

This Agreement may be amended only by a written document executed between the parties.

18. SEVERABILITY:

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

- d) Amend that provision in such reasonable manner as to achieve the intention of the parties without illegality, or
- e) At the discretion of the parties, such provision may be severed from this Agreement.
- f) The remaining provisions of this Agreement will remain in full force and effect unless the parties decide that the effect of such declaration is to defeat the original intention of the parties.

19. CUSTODY:

The Original Agreement shall be with the Purchaser and the copy of same shall be with the Developer.

: SCHEUDLE A:

ALL THAT PIECE AND PARCEL of the converted Lands for Residential purpose bearing Survey Nos.82/4, measuring and extent of 1 Acre 1 Guntas and in survey No.82/3, measuring an extent of 39 Guntas, out of 2 Acres 11 Guntas, totally measuring an extent of **2 Acres**, situated at Hootagalli Village, Kasaba Hobli, Mysore Taluk, Mysore District, Karnataka. Bounded on:

Survey No.	Extent		East	West	North	South
	A	G				
82/4	1	1	KRS Road	Survey NO. 82/3	Survey No. 89	Land in Survey No. 82/3 and Survey No.81
82/3	0	39	Survey No. 82/4	Survey NO. 82/2	Survey No.89	Land in Survey No.82/3 retained by the Owner
Out of 2Acres 11Guntas						
Consolidated Boundary for Entire 2 Acres			KRS Road	Land in Survey No.82/2	Land in Survey No.89	Survey No.81 & Land retained by the owners in Survey No.82/3

: SCHEDULE B:

ALL THAT Approx. (.....Only) Square Feet of undivided title, right and interest in 'Schedule A Property'. The actual Undivided land share shall be considered at the time of the registration.

: SCHEDULE C:

Apartment / Flat No....., ..- Block On the **Floor** in the building known as '**FOUNDATIONS SILVER SPRINGS**' admeasuring (**Approx**) Square Feet of Super Built area **sqft Carpet Area and sqft balcony area** containing **Bed Rooms** inclusive of share in common area of the building with One Semi-Covered Parking Space in the Stilt. If any changes are there in the super built up Area the same will be calculated as per the actuals after the completion of the construction and before the Registration. The purchaser shall pay the payment for the actual Super Built up Area. The said apartment is a vitrified Tiled, RCC framed structure building built with Anodized aluminium 3 track sliding windows with grills, stainless steel sink, main door is of Teak wood frame and Shutter and all other doors are Flush doors with Electricity, Water and Sanitary connection, to be built as per the specifications in ANNEXURE 1 hereunder.

Boundaries to the Apartment / Flat No.

East: area

West: and Flat No

North : and Flat

South: Flat No

: SCHEDULE 'D':

: RIGHTS OF THE PURCHASER:

The Purchaser shall have the following rights in respect of the Schedule 'B' Property and Schedule 'C' Apartment and the Building to be constructed thereon purchase of Scheduled 'B' Property;

- 1) The right to construct and own an Apartment described in the Schedule 'C' above for residential purposes subject to the terms of Construction Agreement.
- 2) The right and liberty to the purchaser and all persons entitled, authorized or permitted by the purchaser (in common with all other persons entitled, permitted or authorized to a similar right) at all times, and for all purposes, to use the staircases, passages and common areas in the Building for ingress and egress and use in common.
- 3) The right to subjacent, lateral, vertical and horizontal support for the Schedule 'C' Apartment from the other parts of the Building.

- 4) The right to free and uninterrupted passage of water, gas, electricity, sewerage etc., from and to the Schedule 'C' Apartment through the pipes, wires, sewer lines, drains and water courses, cables, pipes and wires which are of may at any time hereafter be, in, under or passing through the Building 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, however, recognizing and reciprocating such rights of the other Apartment Owners
- 6) Right to use the common facilities like GYM, Swimming Pool, Club House, indoor games, children play area & amphitheater. If the Purchaser lease the Schedule 'C' Apartment, the right to use of the common facilities as aforesaid shall vest with the Lessee/s and the Purchaser is not entitled to make use of the said facilities.
- 7) If the company (GAS Agency) agrees to deliver the gas in bulk the facility of GAS Bank will be provided to the purchaser.
- 8) Right of entry and passage for the Purchaser with/without workmen to other parts of the Building at all reasonable times after notice to enter into and upon other parts of the Building for the purpose of repairs to or maintenance of the Schedule 'C' Apartment of for repairing, cleaning, maintaining or removing the sewer, drain and water courses, cables, pipes and wires causing as little disturbance as possible to the other Apartment Owners and making good any damage caused.
- 9) Right to use along with other owners of Apartments all the common facilities provided therein on payment of such sums as may be prescribed from time to time by the Vendors and/or the Agency appointed by the Vendors.
- 10) Right to use and enjoy the common areas and open spaces and common facilities in **FOUNDATIONS SILVER SPRINGS** in accordance with the purpose for which they are provided without endangering or encroaching the lawful rights of other owners/users.
- 11) Right to make use in common with the Purchaser 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 ground level;

: SCHEDULE E:
OBLIGATIONS ON THE PURCHASER:

- 1) Not to raise any Construction in addition to that mentioned in Schedule 'C' above.
- 2) Not to use or permit the use of Schedule 'C' Apartment in a manner which would diminish the value or the utility therein.

- 3) Not to use the space left open after construction in Schedule 'A' Property or in **FOUNDATIONS SILVER SPRINGS** or parking any vehicle 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.
- 4) Not to default in payment of any taxes or levies to be shared by the other apartment owner of the Schedule 'A' Property.
- 5) Not to decorate the exterior part of the building to be constructed otherwise than in the manner agreed to by at least two third majority of the owners of the apartments in Schedule 'A' Property.
- 6) Not to make any separate arrangements for maintenance of the building in Schedule 'A' above for ensuring common amenities.
- 7) The Purchaser shall has/have no objection whatsoever to the Vendors managing the development in Schedule 'A' Property by themselves or handing over the common areas and the facilities to a Maintenance Company chosen by them or to their own Maintenance Company or to the association on its formation. Till then the Vendors shall retain the same and the Purchaser has/have given specific consent to this undertaking.
- 8) The Association contemplated above shall be purely for the purpose of maintenance and management of the entire layout **FOUNDATIONS SILVER SPRINGS** 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 apartment building in **FOUNDATIONS SILVER SPRINGS** and properly manage the affairs of the **FOUNDATIONS SILVER SPRINGS**, provide all common facilities to the occupants and collect from them, the proportionate share of maintenance cost and outgoings.
- 9) The Purchaser and other owners of Apartments in **FOUNDATIONS SILVER SPRINGS** shall pay such sums as are required by the Vendors or Maintenance Company or the Association as the case may be towards maintenance and management of the common areas and facilities in the buildings in Schedule 'A' Property subject to further revision from time to time.
- 10) 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 to pay the same.
- 11) No apartment owner including Purchaser 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.
- 12) The Purchaser 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 is for exclusive use and enjoyment by Purchaser and the Purchaser 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.

- 13) The Purchaser in the event of leasing the Schedule 'C' Apartment shall keep informed the Vendors 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. Notwithstanding the leasing, the primary responsibility to adhere to all the rights and Obligations of the Purchaser contained herein and in the Construction Agreement shall be that of the Purchaser and it shall be the responsibility of the Purchaser to ensure that the tenant/lessee follows all the rules and regulations that may be prescribed for the occupants of the building in **FOUNDATIONS SILVER SPRINGS**.
- 14) The Purchaser shall maintain the front elevation and the side and rear elevations of the apartment, in the same form as the Vendors construct and not at any time alter the said elevation in any manner whatsoever.
- 15) The Purchaser shall from the date of handing over possession, maintain the apartment at his 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 and/or common passages, which, may be against the rules and bye-laws of the Mysore Urban Development Authority / Gram Panchayat / Competent Authority / Mysore City Corporation, Mysore or any other Authority.
- 16) The Purchaser shall keep the Schedule 'C' Apartment, walls, floor, roof, drains, pipes and appurtenances thereto belonging to in good condition so as to support, shelter and protect the parts of the entire building and shall not do any work which jeopardizes the soundness or safety of the building/s or the property or reduce the value thereof impair any easement or hereditament and shall not add any structure or excavate any basement or cellar.
- 17) The Purchaser 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 shall carry out at 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.
- 18) It is a specific term and condition of this Agreement and of the rights to be created in favour of the prospective Purchaser in the building and in the said apartment that:
 - a. The name of the Purchaser First Purchaser in case of more than one Purchaser and/or apartment number of the Purchaser shall be put, in standardized letters and coloring only on the location/board that may be designated by the Vendors at a place earmarked for the said purpose and on the entrance door of the particular

Apartment but at no other place in the building/s 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 on the exterior of the building or on the outer wall of the apartment or at any other place.
 - c. The Purchaser shall not alter the colour scheme of the exterior of the building or of the exterior lobby wall of the said apartment though the Purchaser shall be entitled to select and carry out any decoration/painting of the interior of the said apartment.
 - d. The Purchaser shall not do anything that may adversely affect the aesthetic appearance/beauty of the building, not do anything in the property which may cause any nuisance or obstruction or hindrance to the other owners.
- 19) The Purchaser agree/s that any further or other construction that may be permitted hereafter over and above the construction to be sanctioned as aforesaid such contribution may be carried out by and/or at the discretion of the Vendors. The Purchaser shall not be entitled to object to the same or to cause any Obstruction of hindrance thereof, nor to ask for any discount and/or rebate and/or abatement in the above mentioned consideration.
- 20) The Purchaser shall, from time to time, do and execute all further acts, deeds, matters and things as may be reasonably required by the Vendors for duly implementing the terms and intent of this Agreement and for the formation of Owners Association.
- 21) The Purchaser of apartments in **‘FOUNDATIONS SILVER SPRINGS’** 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/s and Purchaser 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 Vendors or the Owner’s Association differ from the colour scheme of the building.
 - c) Make any structural alterations or 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 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 Vendors.
 - 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 or **FOUNDATIONS SILVER SPRINGS**.
 - o) Refuse to pay such sums as are demanded for use and enjoyment of common facilities in **FOUNDATIONS SILVER SPRINGS**.
 - p) Trespass into other apartments in **FOUNDATIONS SILVER SPRINGS** 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.
- 22) The Purchaser 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 shall strictly follow rules and regulations for garbage disposal as may be prescribed by the Vendors or Agency maintaining the common areas and facilities in **FOUNDATIONS SILVER SPRINGS** or by the Owners Association.
- 23) The Purchaser 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/s or in Schedule 'A' property.
- 24) The purchaser shall maintain the said Apartment and Parking Space in good condition, state and order and shall abide by all the laws and regulations of the Government, Mysore Urban Development Authority / Coorgalli Gram Panchayat / Mysore City Corporation,

Mysore/ Competent Authorities 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.

- 25) The Purchaser 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 Vendors 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.
- 26) The purchaser 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/s 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 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/s.
- 27) The Purchaser shall permit the Vendors and/or Maintenance Company and/or Owner's Association and/or their agents with or without workmen at all reasonable time to enter into and upon the Apartment/Parking space 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 and also for the purpose of lying, maintaining, repairing and testing drainage, water pipes and electric wires and for similar purposes and also for the purpose of cutting off the supply of water and electricity etc., to the Apartment/Parking Space or other common areas of the building or to the occupiers of such Apartment/Parking Space as the case may be who have defaulted in paying the share of the water, electricity and other charges.
- 28) The common areas and facilities shall remain undivided and no apartment owner including Purchaser shall bring any action for partition or division of any part thereof. Further the Purchaser shall not seek partition of undivided share in the Schedule 'A' Property.
- a. Expenses for maintenance of lifts, pump sets, generators and other machineries, sanitary and electrical connections in **FOUNDATIONS SILVER SPRINGS** including the cost of AMC's for these equipments;
 - b. Electricity consumption charges for running all common services and lighting the common areas, basement and all open areas and water consumption charges of building and for facilities in **FOUNDATIONS SILVER SPRINGS**.

- c. Cost of replacement of electricity fittings and bulbs in all common areas, corridors, basement and open places;
- d. Expenses for maintenance of the building and the land surrounding thereto, white washing and colour washing of common areas, roads, developments, external areas and the compound.
- e. Expenses incurred in the maintenance of landscape, pots and other plants in Schedule 'A' Property;
- f. Salaries and wages payable to the property manager, security guards, lifts operators, plumbers, electricians, gardeners, pumps and generator operators and all other staff appointed;
- g. Additional amount towards maintenance corpus fund if the existing corpus fund is insufficient.
- h. Such other expenses which are common in nature and not attributable to any unit in particular but relates to up-keep of the development in Schedule 'A' Property in general.

SCHEDULE 'F'

A) The consideration for sale of Schedule 'B' Property is **Rs.....00(Rupees Only)**. The said sum is payable in the manner enumerated below and payment as stated below is the essence of this Agreement.

<u>Sl. No.</u>	<u>STAGES</u>	<u>PERCENTAGE</u>	<u>AMOUNT</u>
1.	On Agreement	20%	00
2.	On completion of First Slab	5%	00
3.	On completion of Second Slab	5%	00
4.	On completions of Third Slab	5%	00
5.	On completion of Fourth Slab	5%	00
6.	On completion of Fifth Slab	5%	00

7.	On completion of Sixth Slab	5%	00
8.	On completion of Seventh Slab	5%	00
9.	On completion of Eighth Slab	5%	00
10.	On completion of brick work	7.5%	00
11.	On completion of plastering work	7.5%	00
12.	On completion of flooring work	10%	00
13.	On completion of Electrical and Plumbing work	10%	00
14.	On possession	5%	00
	TOTAL	100%	00

The Purchaser has paid the Builder a sum of Rs.....00 (Rupeesonly) as follows:

- 1) **Rs00 (Rupees Only)** by cheque bearing no: (Subject to Realization), datedth 2017, drawn throughBank,
- 2) **Rs.....00 (Rupees only)** by cheque bearing no..... (Subject to realization) dated..rd 2017, Drawn through,

And Developer here by acknowledges the receipts for the same.

The Balance Amount of **Rs.....00(Rupees Lakhs Only)**. shall be paid as stated above.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE SIGNED AND EXECUTED THIS AGREEMENT TO SELL ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN:

WITNESSES:

1.

i.

ii.

iii.

VENDOR NO.1 (G. P. A. Holder)

2.

1.

2.

3.

4.

5.

VENDOR NO.2

1.

PURCHASER