

AGREEMENT TO SELL

THIS AGREEMENT TO SELL (**AGREEMENT**) IS MADE AND EXECUTED ON THIS DATE specified in **Part 1 of ANNEXURE 1**, AT BENGALURU.

BY

Sri.K.V.NAIDU, aged : Major, son of Mr.K.C.Naidu,
residing at No. 13, Fourth Cross, Gowdara Colony,
First Main Road, RMV Second Stage,
Dollars Colony, Bangalore – 560 094.

hereinafter called the **OWNER/VENDOR** (which expression wherever it so requires shall mean and include all his heirs, legal representatives, administrators, executors and assigns etc.) represented by his duly constituted Attorney **M/s. Shriram Properties Private Limited** (earlier Public Limited) now Private Limited Company incorporated and registered under the Indian Companies Act 1956, having its registered office at Lakshmi Neela Rite Choice Chamber, New.No.9, Bazullah Road, T.Nagar, Chennai-600 017 and Corporate Office at # 40/43, 4th Cross, 8th Main, RMV Extension, Sadashivanagar, Bangalore – 560 080, **OF THE ONE PART;**

IN FAVOUR OF

The person/s named in Part 2 of ANNEXURE 1 hereto, hereinafter referred to as the **PURCHASER/S** (which expression wherever the context so requires or admits shall mean and include his /her/their legal heirs, executors, administrators, and assigns or any one claiming through or under them) **OF THE OTHER PART;**

The OWNER/VENDOR, and PURCHASER/S are hereinafter individually referred to as **Party** and collectively referred to as **Parties**.

WITNESSETH:

Unless the context otherwise requires in this Agreement:

- (i) words importing persons or parties shall include firms and corporations and any organisations having legal capacity;
- (ii) words importing the singular include the plural and vice versa where the context so requires;
- (iii) reference to any law shall include such law as from time to time enacted amended, supplemented or re-enacted;
- (iv) reference to any gender includes a reference to all other genders;
- (v) reference to the words "include" or "including" shall be construed without limitation;
- (vi) reference to this Agreement or any other agreement, deed or other instrument or document shall be construed as a reference to this Agreement or such other agreement, deed or other instrument or document as the same may from time to time be amended, varied supplemented or novated;
- (vii) the provisions of this Agreement shall be read and interpreted in conjunction with the schedules hereto. However, in the event of there being an inconsistency in the interpretation of the provisions of this Agreement and the schedules, the terms of this Agreement shall take precedence; and
- (viii) the headings and titles in this Agreement are indicative only and shall not be deemed part thereof or be taken into consideration in the interpretation or construction hereof.

WHEREAS, the OWNER REPRESENTS as under :

That the OWNER is the sole and absolute owner of contiguous lands duly converted to non-agricultural residential use totally ad-measuring 12 Acres and 31½ Guntas (excluding an extent of 10 Guntas land lost for expansion of Road abutting the Project) bearing BBMP Khatha Number 218/64, 65, 66, 68 and 109(132) in Ward Number 11, Kuvempu Nagar, Yelahanka Hobli, Bangalore North Taluk, which is formed out of the Survey Numbers 64 (02 Acres), 65 (05 Acres & 17 Guntas and 9½ Guntas A-Kharab), 66 (01 Acre & 10 Guntas), 68 (02 Acres & 05 Guntas) and 109 (02 Acres) in Singapura Village, Yelahanka Hobli, Bangalore North Taluk, morefully described in the **Schedule A** herein and hereinafter referred to as **Schedule A Property**.

The details of documents under which the OWNER has obtained the right, title and interest in Survey Numbers 64, 65, 66, 68 and 109(132) and the conversion orders for measuring 10 Acres and 36½ Guntas are as under:-

1. **Survey Number : 64**
 - a) **Extent** : 02 Acres, Sale Deed dated 24.03.2007 doc. No. 486/2007-08.
 - b) **Boundaries** :
E : Remaining portion in Sy # 64
W: Lands in Sy # 68
N :Lands in Sy # 63
S : Lands in Sy # 65
 - c) **Conversion Order** :
Order dated 17.06.2004 bearing # BDIS/ALN/SR/ (NA)/07/2004-05 issued by the Special Deputy Commissioner, Bangalore (02A).
2. **Survey Number : 65**
 - a) **Extent** : 01 Acre & 36 Guntas, Sale Deed dated 02.03.2005 doc. No. 24898/2004-05 and Confirmation Deed dated 17.08.2012 doc.No.2748/2012-13; 01 Acre & 35¼ Guntas, Sale Deed dated 27.04.2005 doc. No. 2298/2005-06 and 01 Acre & 35¼ Guntas, Sale Deed dated 27.04.2005 doc. No. 2115/2005-06.
 - b) **Boundaries** : The boundary for the entire extent of survey number 65
E : Lands in Sy # 109
W: Lands in Sy # 68
N :Lands in Sy # 64
S : Lands in Sy # 66 & Road
 - c) **Conversion Order** :
Order dated 05.04.2005 bearing # BDIS/ALN/SR/ (NA)/510/2004-05 issued by the Special Deputy Commissioner, Bangalore (01A - 36G).
Order dated 11.03.2009 bearing # ALN (NA) SR /88/2004-05 issued by the Special Deputy Commissioner, Bangalore (01A - 35¼ G).
Order dated 11.03.2009 bearing # ALN (NA) SR/ 95/2004-05 issued by the Special Deputy Commissioner, Bangalore (01A - 35¼ G)
3. **Survey Number : 66**
 - a) **Extent** : 01 Acre & 10 Guntas, Sale Deed dated 03.03.2007 doc. No. 27571/2006-07.
 - b) **Boundaries** :
E : Lands in Sy # 109
W: Lands in Sy # 67
N : Lands in Sy # 65
S : Road and remaining Lands in Sy # 66
 - c) **Conversion Order** :
Order dated 26.04.2004 bearing # BDIS/ALN/SR/ (NA)/187/2003-04 issued by the Special Deputy Commissioner, Bangalore (1A - 13½ G).
Order dated 05.04.2004 bearing # BDIS/ALN/SR/ (NA)/191/2003-04 issued by the Special Deputy Commissioner, Bangalore (03A).
4. **Survey Number : 109 (132)**
 - a) **Extent** : 02 Acres, Sale Deed dated 08.03.2007 doc. No. 28074/2006-07.
 - b) **Boundaries** :
E : Village Boundary of Kuvempunagar
W: Raj kaluve
N : Kuvempunagar main road
S : Remaining portion of Sy # 109
 - c) **Conversion Order** :
Order dated 18.08.2003 bearing # BDIS/ALN/SR/ (NA)/12/2003-04 issued by the Special Deputy Commissioner, Bangalore (02 A)

The property belonging to erstwhile landowner J.Ramesh Babu in respect of Survey Number 68 measuring 2 Acres and 05 Guntas was transferred to VENDOR as per the documents listed below. The details of the Gift Deeds and Conversion order from agricultural to non-agricultural use are as under :-

1. **Survey Number : 68**

- a) **Extent :** 02 Acres & 05 Guntas, Gift Deed dated 04.05.2009, executed by J.Ramesh Babu in favour of J.Krishnaveni vide doc. No. 400/2009-10 and Gift Deed dated 05.05.2009 executed by J.Krishnaveni in favour K.V.Nadiu of vide doc. No. 402/2009-10.
- b) **Boundaries :**
 - E : Lands in Sy # 64 & 65
 - W: Lands in Sy # 67 & 69
 - N : Lands in Sy # 62
 - S : Remaining Lands in Sy # 68
- c) **Conversion Order :**
 - Order dated 17.06.2004 bearing # BDIS/ALN/SR/ (NA)/07/2004-05 issued by the Special Deputy Commissioner, Bangalore (02A – 05 G).

By virtue of the above said Gift Deeds, Sale Deeds and Confirmation Deeds the VENDOR became the sole and absolute owner of the **Schedule A Property**.

Out of the total extent of 13 Acres and 1½ Guntas

- (i) An extent of 12 Acres and 31½ Guntas is considered for development, which is morefully described hereunder and hereafter referred to as Schedule A Property.
- (ii) Balance extent of 10 Guntas is lost for expansion of road abutting the project.

That the OWNER being desirous of developing the Schedule A Property, has entered into a Joint Development Agreement with M/s.Shriram Properties Private Limited, a Private Limited Company incorporated under the Companies Act, 1956, having its Registered Office at Greams Dugar, 4th and 5th Floor, 149, Greams Road, Chennai – 600 006, and Corporate Office at # 40/43, 4th Cross, 8th Main, RMV Extension, Sadashivanagar, Bangalore – 560 080, hereinafter referred as DEVELOPER, in respect of portion of the Schedule A Property measuring 10 Acres and 27 Guntas, on 14.5.2007, registered as Document No. BYP-1-01498-2007-08 (stored in CD No. BYPD6) in the office of the Sub Registrar, Byatarayanapura, Bangalore (hereinafter referred to as **JOINT DEVELOPMENT AGREEMENT-No.1**) and OWNER has also executed a General Power of Attorney in favour of DEVELOPER on 14.5.2007, registered as Document No. BYP-4-0049-2007-08 (stored in CD No. BYPD6) in the office of the Sub Registrar, Byatarayanapura, Bangalore (hereinafter referred to as **GENERAL POWER OF ATTORNEY-No.1**).

Erstwhile OWNER of property bearing Survey Number 68 Mr.J.Ramesh Babu had entered into a Joint Development Agreement in respect of portion of the Schedule A Property measuring 2 Acres and 5 Guntas in respect of land in Sy No.68, situated at Singapura Village, Yelahanka Hobli, Bangalore North Taluk, Bangalore, with the DEVELOPER on 14.05.2007, registered as Document No. BYP-1-01497-2007-08 (stored in CD No. BYPD6) in the office of the Sub Registrar, Byatarayanapura, Bangalore and Mr. J.Ramesh Babu has also executed a General Power of Attorney in favour of DEVELOPER on 14.5.2007, registered as Document No.BYP-4-0050-2007-08 (stored in CD No. BYPD6) in the office of the Sub Registrar, Byatarayanapura, Bangalore.

The said Mr.J.Ramesh Babu cancelled the General Power of Attorney dated 14.05.2007 (registered as Document No.BYP-4-0050-2007-08) executed in favour of the DEVELOPER herein under a Deed of Revocation of the General Power of Attorney on 02.05.2009 registered as Document No. BYP-4-00018-2009-10 (stored in CD No. BYPD29) in the office of the Sub Registrar, Byatarayanapura, Bangalore. The said Power of Attorney was not acted upon by the DEVELOPER.

Subsequent to execution of the Gift Deed in favour of OWNER as stated above, a Joint Development Agreement was executed by the OWNER along with Mr.J.Ramesh Babu and Mrs.Krishnaveni as confirming parties with DEVELOPER on 07.05.2009 registered as Document No. BYP-1-03166-2009-10 (stored in CD No. BYPD38) in the office of the Sub Registrar, Byatarayanapura, Bangalore in respect of portion of Schedule A Property measuring 2 Acres and 5 Guntas of land in Sy No.68 (hereinafter referred to as **JOINT DEVELOPMENT AGREEMENT-No.2**). The VENDOR, simultaneously with the execution of the JOINT DEVELOPMENT AGREEMENT has also executed a General Power of Attorney in favour of DEVELOPER on 07.05.2009, registered as Document No.BYP-4-0138-2009-10 (stored in CD No. BYPD38) in the office of the Sub Registrar, Byatarayanapura, Bangalore in respect of portion of Schedule A Property measuring 2 Acres and 5 Guntas of land in Sy No.68 (hereinafter referred to as **GENERAL POWER OF ATTORNEY-No.2**), in terms of which DEVELOPER agreed to develop the said Property into Residential Apartments, in terms contained therein and agreed to share the built-up areas and land in the ratio/s agreed and detailed therein. The aforementioned **JOINT DEVELOPMENT AGREEMENT-No.1** and **JOINT**

DEVELOPMENT AGREEMENT-No.2 are hereinafter collectively referred to as **JOINT DEVELOPMENT AGREEMENT (JDA)** and the **GENERAL POWER OF ATTORNEY-No.1** and **GENERAL POWER OF ATTORNEY-No.2** are hereinafter collectively referred to as **GENERAL POWER OF ATTORNEY (GPA)**. The portion of Schedule A Property under Joint Development Agreement-No.1 and Joint Development Agreement-No.2 together form a composite property i.e., Schedule A Property. The VENDOR has applied and obtained khata in respect of Schedule A Property from Bruhat Bangalore Mahanagara Palike on 27.05.2013.

By virtue of aforesaid Joint Development Agreement and General Power of Attorney all development rights and to deal with, dispose off and convey the Saleable Area with divided/undivided right, title, interest and share of land in respect of the Schedule A Property are presently held by DEVELOPER.

That the DEVELOPER has secured Development Plan from the Bangalore Development Authority on 9.01.2013, Ref: BDA/TPA/DLP-06/2009-10/5736/2012-13. According to the Development Plan an area of 55,919.84 Sq.ft (5195.08 Sq.mts) towards Parks and Open space and an area of 16,997.86 Sq.ft (1579.14 Sq.mts) towards Road is relinquished to the Bangalore Development Authority, vide Relinquishment Deed dated 26.03.2013, registered as document # BDA-1-03778/2012-13, in Book 1, stored in CD # BDAD188 on 26.03.2013. An area of 27,911.05 Sq.ft is reserved for Civic Amenities in Schedule A Property. The work order by Bangalore Development Authority was issued on 3.05.2013. Subsequently, a Building license and building plan is sanctioned by the Bruhat Bangalore Mahanagara Palike vide BBMP/Addl.Dir/JDN L.P. No. 0053/2013-14 on 01.06.2013 for construction of Residential Apartment Buildings consisting of 8 Blocks viz., Block A, B1, B2, C, D1, D2, E1 and E2.

- (i) The Block A (Residential) consists of Stilt + 7 upper floors.
- (ii) Block B1, B2, C and D1 (Residential) consists of Stilt + 7 upper floors.
- (iii) Block D2, E1 and E2 (Residential) consists of Basement + Stilt + 7 upper floors and
- (iv) Club House consisting of Stilt + 2 upper floors in Block A.

According to the Allocation Agreement dated 25.07.2013 entered into between the OWNER and DEVELOPER the Schedule B and Schedule C falls to the share of DEVELOPER.

That the DEVELOPER formulated a scheme of development of Schedule A Property named as "**Shriram Sameeksha Residential Complex**" under which, several Apartments, Buildings shall be caused to be constructed by the DEVELOPER as per the approved Building Plans in terms of which any person desirous of owning an Apartment, will be nominated by the DEVELOPER to purchase the proportionate undivided share, right and interest in the Schedule A Property from the OWNER and such PURCHASER/S by virtue of agreeing to purchase the undivided interest in the Schedule A Property will get a right to construct the chosen Apartment, through the DEVELOPER and upon conveyance of the undivided share in the Schedule A Property. In the overall scheme, the owners of all the Apartments will proportionately hold undivided right, title and interest in the Schedule A Property, absolute ownership of the Apartment constructed thereon and the right to use all the common areas and facilities being developed/constructed as part of the Project/Scheme. Based on the aforesaid scheme and taking into consideration the total construction, the DEVELOPER has worked out the proportion of the undivided share to be held by the prospective PURCHASER/S, which forms the basis of the sale.

That the PURCHASER/S herein has/have verified and scrutinized the title deeds of the VENDOR and is/are satisfied with the title of the VENDOR to Schedule A Property and with the scheme propounded by the DEVELOPER and sanctions obtained by them. Further, the PURCHASER/S being interested in constructing interalia owning an Apartment described in Schedule C herein (**Schedule C Apartment**) to be built on Schedule A Property agreed to purchase the undivided share in Schedule A Property from the VENDOR more fully described in Schedule B herein (**Schedule B Property**) and PURCHASER/S agreed to enter into a separate Agreement to Build the Schedule C Apartment with the DEVELOPER in terms of the scheme stated above.

That the VENDOR has offered to sell the Schedule B Property free from all encumbrances with right to build and own Schedule C Apartment and the PURCHASER/S has/have accepted the said offer and agreed to purchase the Schedule B Property free from all encumbrances for consideration mentioned in **ANNEXURE 2** with the right to build and own Schedule C Apartment. The OWNER has agreed to convey the Schedule B Property subject to PURCHASER/S complying with the terms and conditions of this Agreement and the Agreement to Build and payment to the VENDOR and the DEVELOPER of 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 share in the Schedule A Property and absolute ownership of the respective Apartments got constructed by them and with 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.

That in terms of the aforesaid Joint Development Agreement and the Scheme of development formulated by the DEVELOPER, the DEVELOPER is entitled to receive the consideration from the sale of Schedule B Property and the Developer is entitled to receive the entire amounts under the Agreement to Build towards Schedule C Property.

That after satisfying himself/herself/themselves in respect of the title of the VENDOR to the Schedule A Property, the PURCHASER/S has/have agreed to purchase the Schedule B Property for a total consideration mentioned in **ANNEXURE 2**. The OWNER has agreed to sell the Schedule B Property to the PURCHASER/S on the terms and conditions set out in this Agreement.

NOW THESE PRESENTS WITNESSETH AS FOLLOWS:

1. SALE PRICE:

- 1.1 The VENDOR through the DEVELOPER shall sell and PURCHASER/S shall purchase the Schedule B Property, for the Sale Price mentioned in **ANNEXURE 2** with right to construct and own Schedule C Apartment through the DEVELOPER.
- 1.2 The PURCHASER/S has/have paid the amount mentioned in **ANNEXURE 2** hereto as advance towards Sale Price for sale of Schedule B Property and Balance Sale Price shall be payable to the OWNER through Developer as detailed in **ANNEXURE 2** herein. Payment of sale consideration within the stipulated period is the 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 by the PURCHASER/S to pay the Balance Sale Price on the due dates, the PURCHASER/S shall be liable to pay the amount in default along with interest calculated @ ___ per annum for such delayed period. The interest shall be computed from the date installment was due for payment till the payment is fully received. In the event of default by the PURCHASER/S to pay the Balance Sale Price as per **ANNEXURE 2** hereto continues beyond ____ days, the DEVELOPER shall be entitled to terminate this Agreement by issuing a notice calling upon the PURCHASER/S to pay the arrears due within _____ days from the date of issuance of such notice and if the PURCHASER/S fail/s to pay the arrears, this Agreement shall be deemed to have been terminated.
- 1.4 In the event of termination as aforesaid, the DEVELOPER shall be entitled for liquidated damages equal to _____ of the amount due from the PURCHASER/s as per the payment schedule and refund the balance amount, if any, within _____ days from the date of such termination and on resale of Schedule B and C Properties, whichever is earlier. On such termination the Agreement to Build entered into between the DEVELOPER and the PURCHASER/S also stands terminated automatically without any further notice to the PURCHASER/S.
- 1.5 In case of breach of the terms and conditions in the Agreement to Build by the PURCHASER/S, this Agreement shall be deemed to have been terminated for default automatically without separate notice and in which event the VENDOR shall be entitled for the liquidated damages of _____ of amounts payable till the date of termination.
- 1.6 Upon termination of this Agreement, the PURCHASER/S shall not have any claims over the Schedule B Property, Schedule C Apartment, VENDOR, DEVELOPER and Agreement to Build. The VENDOR and the DEVELOPER shall be entitled to deal with Schedule B and C Properties as they may deem fit for their benefit without reference to PURCHASER/S.
- 1.7 Notwithstanding the above conditions in para 1.5 if the PURCHASER/S pays the arrears within the time stipulated in the notice along with interest, this Agreement continues to be valid.

2. PURPOSE OF SALE:

- 2.1 The sale of Schedule B Property shall be to enable the PURCHASER/S to get constructed the Apartment described in Schedule C herein exclusively through the DEVELOPER under the aforesaid scheme of ownership detailed in this Agreement. The PURCHASER/S shall have no right to construct the Schedule C Apartment other than through the DEVELOPER.
- 2.2 The PURCHASER/S shall not seek partition or division or separate possession of Schedule B Property and in no way the PURCHASER/S shall object for construction of Apartments by other PURCHASER/S 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 PURCHASER/S of the other undivided shares in Schedule A Property.

3. TITLE & TITLE DEEDS:

The PURCHASER/S is/are provided with copies of all title deeds relating to Schedule A Property and after being satisfied as to the title of the VENDOR to the Schedule A Property and the DEVELOPER's right to develop the Schedule A Property has/have entered into this Agreement.

After completion of the Project, 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 accordance with Karnataka Apartment Ownership Act, 1972.

4. **EXECUTION AND REGISTRATION OF SALE DEED, STAMP DUTY, FEES ETC.:**

- 4.1 The Sale Deed for sale of Schedule B Property in favour of the PURCHASER/S will be executed without any encumbrances/charges and registered on compliance of the terms and payment of all sums mentioned herein and in the said Agreement to Build. The PURCHASER/S agree/s not to claim conveyance or possession till compliance of both the Agreements. 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 stamp duty, registration charges, taxes prevailing at the time of registration of Sale Deed, legal expenses and all other expenses for execution and registration of Sale Deed including the Stamp Duty and Registration Fee that may be demanded by the Special Deputy Commissioner for Detection of Under Valuation of Stamps and other Authorities shall be borne by the PURCHASER/S. In the event of the Sale Deed being referred to the authorities for adjudication of stamp duty and/or evaluation of the Schedule B and C Properties, 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 the DEVELOPER have no liability in respect thereto.

5 **PROPERTY TAXES:**

The VENDOR shall pay applicable taxes and other rates and outgoings on the Schedule B Property till the date of registration of Sale Deed and PURCHASER/S shall be liable to pay the applicable taxes on Schedule B Property and Schedule C Apartment from the date of completion of the construction. The Schedule C Apartment will be separately assessed to municipal property taxes. The PURCHASER/S shall be liable to pay the municipal/property taxes accordingly. The PURCHASER/S agree/s to pay the Developer the service charges and khata transfer fee that are necessary for securing separate assessment for Schedule C Apartment and for transfer of Khata in the name of the PURCHASER/S.

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 Schedule A Property as per the terms and conditions herein and to be contained in the Sale Deed to be obtained from the VENDOR. All passages, lifts, staircases, water lines, sewerage lines as also other facilities which are used in common by other Apartment Owners in the building will belong to and vest in the Apartment Owners jointly to be used by all the owners of such building in common. None of the Apartment Owners shall place any obstructions or store or keep any articles in the common areas of the building.
- 6.2 The right to exclusive use and enjoyment of private terrace areas are for the owners of Apartments who have specifically acquired the same. The PURCHASER/S has/have no objection for the DEVELOPER conferring such exclusive rights on the Owners of the aforesaid Apartments in **“Shriram Sameeksha Residential Complex”** 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.
- 6.3 The PURCHASER/S further covenant/s to use all the common areas and amenities such as open spaces, common electrical lines and lighting, water lines, sewers, drains, pipes, fitness gym and swimming pool in **“Shriram Sameeksha Residential Complex”** in common with other owners and other occupants of Schedule A Property subject to restrictions and obligations imposed by the DEVELOPER.

7 **SHARING OF COMMON EXPENSES:**

The DEVELOPER may undertake maintenance and upkeep of common areas and facilities in **“Shriram Sameeksha Residential Complex”** or entrust the same to a Management Company for the same. The PURCHASER/S shall pay to DEVELOPER or Maintenance Company the maintenance charges towards the Maintenance of Common Areas, Amenities and Facilities in **“Shriram Sameeksha Residential Complex”**.

8 **NO RIGHT TO OBSTRUCT DEVELOPMENT:**

The PURCHASER/S shall have no right at any time whatsoever to obstruct or hinder the progress of the construction of the building or any part thereof in the Schedule A Property.

9 **ASSIGNMENT:**

The PURCHASER/S shall not assign/transfer his/her/their interest under this Agreement without the prior written consent of the DEVELOPER. It is explicitly made clear that the DEVELOPER is not obligated to give their consent for any assignment by the PURCHASER/S as this contract is exclusive in nature. It is also agreed that in the event the DEVELOPER give their consent for assignment of PURCHASER/S interest in this Agreement, the Assignee/s shall comply with all the terms and conditions which the PURCHASER/S is/are required to comply and DEVELOPER shall be entitled to charge Rs.____/- per Sq. Ft., on the carpet area of Schedule C Apartment as their administrative charges and transfer fee for giving such written consent. Further, as this Agreement and the Agreement to Build are co-terminus in nature, the PURCHASER/S shall not be entitled to assign either of these Agreements independently without assigning the other Agreement i.e., the PURCHASER/S shall not be entitled to assign his/her/their rights under this Agreement without assigning his/her/their rights under the Agreement to Build and vice versa. It is also made clear that the PURCHASER/S will not be able to assign his/her/their rights in portions i.e., the PURCHASER/S will have to either assign all his/her/their rights under this Agreement or otherwise shall not be entitled to assign his/her/their rights at all.

10 **KHATA TRANSFER:**

After the registration of Sale Deed the PURCHASER/S is/are entitled to secure Khata of Schedule C Apartment on purchase at his/her/their cost from the jurisdictional Bruhat Bangalore Mahanagara Palike (BBMP) office and VENDOR and the DEVELOPER agrees to sign necessary consent letters on payment of co-ordination charges by the Purchaser. The DEVELOPER will assist the PURCHASER/S in respect thereto. However, even after completion of entire process as may be required by the jurisdictional BBMP office if the Purchaser/s is not issued Khata by the BBMP, the Vendor and the Developer will not be under obligation to ensure that the PURCHASER/S gets the Khata.

11 **NOT TO ALTER NAME:**

The PURCHASER/S shall not alter or subscribe to the alteration of the name of “**Shriram Sameeksha Residential Complex**” 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 and sent 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. Notice of termination will have to be issued by Registered Post Acknowledgment Due.

13 **INDULGENCE:**

Any delay tolerated or indulgence shown by the VENDOR and the DEVELOPER in enforcing the terms of this Agreement or any forbearance or giving of time to the PURCHASER/S 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 PURCHASER/S nor shall the same in any manner prejudice the right of the VENDOR and the DEVELOPER.

14 **POSSESSION:**

The VENDOR and the DEVELOPER shall deliver and put the PURCHASER/S in constructive possession of Schedule B Property and actual, physical, vacant possession of Schedule C Apartment on execution of Sale Deed after payment of Balance Sale Price and all other amounts due under this Agreement and Agreement to Build and compliance of all the terms in both Agreements.

15 **SPECIFIC PERFORMANCE & ARBITRATION:**

- 15.1 In the event of default by the VENDOR and the DEVELOPER, the PURCHASER/S is/are entitled to enforce specific performance of this contract. Similarly in the event of default by the PURCHASER/S, the OWNER and/or DEVELOPER 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 settled through Arbitration and the award shall be final and binding on the parties hereto and Arbitration shall be as per the provisions of the Arbitration and Conciliation Act in force. The Arbitration shall be conducted in English Language and the place of Arbitration shall be in Bangalore. The courts at Bangalore 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 the letter of offer/payment plan, any prior Agreements and representations between the parties, whether written or oral. Any such prior arrangements are cancelled as on 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 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 so 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.

19 **CUSTODY:**

This Agreement is prepared in two sets. One set shall be with the DEVELOPER and the other set shall be with the PURCHASER/S.

20 **CONSENTING PARTY:**

M/s.Shriram Properties Private Limited, i.e., the Developer is a Consenting Party for execution of this agreement.

SCHEDULE A PROPERTY

All that property bearing BBMP Khatha Number 218/64, 65, 66, 68 and 109(132) in Ward Number 11, Kuvempu Nagar, Yelahanka Hobli, Bangalore North Taluk formed out of converted lands measuring (i) 2 Acres in Sy. No. 64, (ii) 5 Acres 26½ Guntas in Sy. No. 65, (iii) 1 Acre in Sy. No. 66, (iv) 2 Acres 5 Guntas in Sy. No. 68 and (v) 2 Acres in Sy. No. 109/P3 (New Survey No.132), totally measuring **12 Acres 31½ Guntas** (*), all situated at Singapura Village, Yelahanka Hobli, Bangalore North Taluk, Bangalore Urban District, and bounded by:

East : Balance land in Survey # 109
West : Lands in Survey # 67 and 69
North : Lands in Survey # 62, 63 and 109
South : Road

The details of the conversion orders and the land earmarked for as per the orders mentioned below.

1. 2 Acres in Sy. No. 64 duly converted vide Official Memorandum bearing No. ALN:SR(NA)07/2004-05 dated 17.06.2004 issued by the District Commissioner, Bangalore District (*).
 2. 5 Acres 17 Guntas and 9½ Guntas of kharab land in Sy. No. 65, an extent of 1 Acre 35¼ Guntas duly converted vide Official Memorandum bearing No. ALN(NA)SR95/2004-05 dated 11.03.2009, an extent of 1 Acre 35¼ Guntas converted vide Official Memorandum bearing No. ALN:SR(NA)88/2004-05 dated 11.03.2009 and another extent of 1 Acre 36 Guntas converted vide Official Memorandum bearing No. ALN(NA)SR510/2004-05 dated 05.04.2005 all issued by the District Commissioner, Bangalore. Out of which an area of 3267 Sq.ft is lost towards Road abutting the Project (*).
 3. 1 Acre 10 Guntas from and out of 4 Acres 13 ½ Guntas in Sy. No. 66 converted vide Official Memorandum bearing No. B.Dis.ALN:SR(NA)191 of 2003-04 dated 05.04.2004 for an extent of 3 Acres and another extent of 1 Acre 13½ Guntas converted vide Official Memorandum bearing No. B.Dis.ALN:SR(NA) 187 of 2003-04 dated 26.04.2004 both issued by the Special Deputy Commissioner, Bangalore. Out of which 10 Guntas and is lost for expansion of the Road abutting this Survey Number. Totally an extent of 13,282 Sq.ft is not in the Project (*).
- (*) an area of 1579.14 Sq.mts in survey number 64, 65 and 66 are relinquished for Public Road as per the Relinquishment Deed dated 26.03.2013. An area of 2593 Sq.mts is reserved for Civic Amenities in Survey Numbers 64, 65 and 66.
4. 2 Acres 5 Guntas in Sy. No. 68 duly converted vide Official Memorandum bearing No. B.Dis:ALN:SR(NA)07 of 2004-05 dated 17.06.2004 issued by the Deputy Commissioner Bangalore.
 5. 2 Acres in Sy. No. 109/P3 (New Survey No.132) duly converted vide Official Memorandum bearing No. B.Dis.ALN :SR:(NA) 12 of 2003-04 dated 18.08.2003 issued by the Special Deputy Commissioner, out of which an area of 5195.08 Sq.mts is relinquished towards Parks and Open Space vide Relinquishment Deed dated 26.03.2013.

SCHEDULE B PROPERTY

Approximate undivided share and interest in Schedule A Property to the extent specified in **Part 3 of ANNEXURE 1** herein agreed to be conveyed herein. The exact undivided share shall be confirmed on / or before execution of Sale Deed.

SCHEDULE C APARTMENT

Description of Apartment to be constructed as set out in **Part 4 of ANNEXURE 1** in “**Shriram Sameeksha Residential Complex**”.

ANNEXURE 1

PART 1 (i) HEAD : Date of Agreement

(ii) DETAILS :

(iii) REFERENCE TO AGREEMENT : Title Clause

PART 2 (i) HEAD : Purchasers Details

(ii) DETAILS : Purchaser 1

Name :

Son of / Wife of / Daughter of :

Age :

Residence Address :

Indian Permanent Account Number :

Email ID:

Passport Number :

Purchaser 2

Name :

Son of / Wife of / Daughter of :

Age :

Residence Address :

Indian Permanent Account Number :

Email ID:

Passport Number :

(iii) REFERENCE TO AGREEMENT : Title Clause

PART	HEAD	DETAILS	REFERENCE TO AGREEMENT
3.	Undivided Share in Schedule 'A' Property	_____ Sq.ft (_____ Sq.mt)	Schedule B (Schedule B Property)
4.	Description of Apartment to be constructed		Schedule C (Schedule C Apartment)
	Allotment letter Number and Date		
	Property Unique Number		
	Block Number (as mentioned in Building License and Sanctioned Plan dated 1.06.2013 issued by BBMP)		
	Tower Number		
	Apartment Number	_____ (under construction)	
	Unit Type	_____ Bedrooms	
	Floor		
	Carpet Area	_____ Sq.ft	
	Total number of Open Car Parking Space allotted	_____ (Exclusive right to use only)	
	Total number of Covered Car Parking Space allotted	_____ (Exclusive right to use only)	
	10.764 Square Feet = 1 Square Meter The Carpet Area includes proportionate share in common area and / or other areas used in common by other PURCHASER/S in the Residential Apartment Complex known as ' Shriram Sameeksha Residential Complex ', being constructed on Schedule A Property by the DEVELOPER.		

Presently the Title Deeds of the Schedule A Property is mortgaged by the Owner and Apartments falling to the share of Developer as per Allocation Agreement dated 25.07.2013 is mortgaged by the Developer/Consenting Party to Aditya Birla Finance Limited. The Developer agrees to get NOC from the Aditya Birla Finance Limited in respect of Schedule B and C Property on / before the execution of sale deed in favour of Purchaser/s or on availing Housing Loan by the Purchaser/s.

ANNEXURE 2

PAYMENT SCHEDULE TOWARDS SALE CONSIDERATION:

Sl. No.	Payment Schedule	%	Amount Payable (in Rs.)	Amount Paid (in Rs.)	Balance Amount payable (in Rupees)
1	a) On Execution of Agreements				
	b) On or before one month from the date of Agreement (*)				
2	On Foundation				
3	On Completion of Basement Slab				
4	On Completion of Second Floor Slab				
5	On Completion of Fourth Floor Slab				
6	On Completion of Sixth Floor Slab				
7	On Completion of Terrace				
8	On Completion of Flooring				
9	On Completion of Painting				
10	On Completion of Fixtures				
11	To be paid prior to Registration				
	Total	100%			

(*) failing which this agreement is liable to be cancelled

IN WITNESS WHEREOF, PARTIES HEREIN HAVE AFFIXED THEIR RESPECTIVE SIGNATURES TO THESE PRESENTS IN PRESENCE OF WITNESSES ATTESTING HEREUNDER ON THE DAY, MONTH AND YEAR FIRST ABOVE MENTIONED:-

FOR AND ON BEHALF OF OWNER/VENDOR

PURCHASER/S

For Shriram Properties Private Limited

1._____

Authorised Signatory

2._____

NAME :_____

CONSENTING PARTY

For Shriram Properties Private Limited

Authorised Signatory

NAME :_____

IN THE PRESENCE OF FOLLOWING WITNESSES:

1.

Name _____

Address _____

2.

Name_____

Address_____

AGREEMENT TO BUILD

THIS AGREEMENT TO BUILD (**AGREEMENT**) IS MADE AND EXECUTED ON THIS specified in **Part 1 of ANNEXURE 1**, AT BENGALURU.

IN FAVOUR OF

The person/s named in Part 2 of ANNEXURE 1 hereto, hereinafter referred to as the **FIRST PARTY / PURCHASER/S** (which expression wherever the context so requires or admits shall mean and include the legal heirs, executors, administrators, and assigns or any one claiming through the First Party) of the **ONE PART**;

IN FAVOUR OF

M/s. Shriram Properties Private Limited (earlier Public Limited) now Private Limited Company incorporated and registered under the Indian Companies Act 1956, having its registered office at Lakshmi Neela Rite Choice Chamber, New.No.9, Bazullah Road, T.Nagar, Chennai-600 017 and Corporate Office at # 40/43, 4th Cross, 8th Main, RMV Extension, Sadashivanagar, Bangalore – 560 080, hereinafter referred to as the **SECOND PARTY / DEVELOPER** (which expression wherever the context so requires or admits shall mean and include its successors-in-office and assigns) of the **SECOND PART**;

The Permanent Account Number of **SHRIRAM PROPERTIES PRIVATE LIMITED** is AAFCS5801D.

The FIRST PARTY and SECOND PARTY are hereinafter individually referred to as **Party** and collectively referred to as **Parties**.

WITNESSETH:

Unless the context otherwise requires in this Agreement:

- (i) words importing persons or parties shall include firms and corporations and any organisations having legal capacity;
- (ii) words importing the singular include the plural and vice versa where the context so requires;
- (iii) reference to any law shall include such law as from time to time enacted amended, supplemented or re-enacted;
- (iv) reference to any gender includes a reference to all other genders;
- (v) reference to the words "include" or "including" shall be construed without limitation;
- (vi) reference to this Agreement or any other agreement, deed or other instrument or document shall be construed as a reference to this Agreement or such other agreement, deed or other instrument or document as the same may from time to time be amended, varied supplemented or novated;
- (vii) the provisions of this Agreement shall be read and interpreted in conjunction with the schedules hereto. However, in the event of there being an inconsistency in the interpretation of the provisions of this Agreement and the schedules, the terms of this Agreement shall take precedence; and
- (viii) the headings and titles in this Agreement are indicative only and shall not be deemed part thereof or be taken into consideration in the interpretation or construction hereof.

1. **WHEREAS**, One Mr.K.V.NAIDU (hereinafter referred to as OWNER) is the sole and absolute owner of contiguous lands ad-measuring 12 Acres and 31½ Guntas (excluding an extent of 10 Guntas land lost for expansion of Road abutting the Project) bearing BBMP Khatha Number 218/64, 65, 66, 68 and 109(132) in Ward Number 11, Kuvempu Nagar, Yelahanka Hobli, Bangalore North Taluk, which is formed out of the Survey Numbers 64 (02 Acres), 65 (05 Acres & 17 Guntas and 9½ Guntas A-Kharab), 66 (01 Acre & 10 Guntas), 68 (02 Acres & 05 Guntas) and 109 (02 Acres) in Singapura Village, Yelahanka Hobli, Bangalore North Taluk, more fully described in the **Schedule A** herein and hereinafter referred to as the **Schedule A Property** and,
2. The OWNER being desirous of developing the Schedule A Property, has entered into a Joint Development Agreement with the Second Party/DEVELOPER, in respect of portion of the Schedule A Property measuring 10 Acres and 27 Guntas, on 14.5.2007, registered as Document No. BYP-1-01498-2007-08 (stored in CD No. BYPD6) in the office of the Sub Registrar, Byatarayanapura, Bangalore (hereinafter referred to as **JOINT DEVELOPMENT AGREEMENT-No.1**) and OWNER has also executed a General Power of Attorney in favour of the DEVELOPER on 14.5.2007, registered as Document No. BYP-4-0049-2007-08 (stored in CD No. BYPD6) in the office of the Sub Registrar, Byatarayanapura, Bangalore (hereinafter referred to as **GENERAL POWER OF ATTORNEY -No.1**) and,

3. One Mr.J.Ramesh Babu had entered into a Joint Development Agreement in respect of portion of the Schedule A Property measuring 2 Acres and 5 Guntas in respect of land in Sy No.68, situated at Singapura Village, Yelahanka Hobli, Bangalore North Taluk, Bangalore, with the DEVELOPER on 14.05.2007, registered as Document No. BYP-1-01497-2007-08 (stored in CD No. BYPD6) in the office of the Sub Registrar, Byatarayanapura, Bangalore and Mr.J.Ramesh Babu has also executed a General Power of Attorney in favour of DEVELOPER on 14.5.2007, registered as Document No. BYP-4-0050-2007-08 (stored in CD No. BYPD6) in the office of the Sub Registrar, Byatarayanapura, Bangalore and,
4. The said Mr.J.Ramesh Babu cancelled the General Power of Attorney dated 14.05.2007 executed in favour of the Developer under a Deed of Revocation of the General Power of Attorney on 02.05.2009 registered as Document No. BYP-4-00018-2009-10 (stored in CD No. BYPD29) in the office of the Sub Registrar, Byatarayanapura, Bangalore. This power of attorney was not acted upon by the DEVELOPER and,
5. Subsequent to execution of the Gift Deed in favour of the OWNER, a Joint Development Agreement was executed by the OWNER along with Mr.J.Ramesh Babu and Mrs. Krishnaveni wife of Mr.J.Ramesh Babu as confirming parties with the DEVELOPER on 07.05.2009 registered as Document No. BYP-1-03166-2009-10 (stored in CD No. BYPD38) in the office of the Sub Registrar, Byatarayanapura, Bangalore in respect of portion of the Schedule A Property measuring 2 Acres and 5 Guntas of land in Sy No.68 (hereinafter referred to as **JOINT DEVELOPMENT AGREEMENT-No.2**). The OWNER, simultaneously with the execution of JOINT DEVELOPMENT AGREEMENT has also executed a General Power of Attorney in favour of the DEVELOPER on 07.05.2009, registered as Document No.BYP-4-0138-2009-10 (stored in CD No. BYPD38) in the office of the Sub Registrar, Byatarayanapura, Bangalore, (hereinafter referred to as **GENERAL POWER OF ATTORNEY-No.2**). In terms of Joint Development Agreement-No.2 the DEVELOPER has agreed to develop the said property into Residential Apartments, in terms contained therein and agreed to share the built-up areas and land in the ratios agreed and detailed therein. The aforementioned **JOINT DEVELOPMENT AGREEMENT-No.1** and **JOINT DEVELOPMENT AGREEMENT-No.2** are hereinafter collectively referred to as **JOINT DEVELOPMENT AGREEMENT (JDA)** and the **GENERAL POWER OF ATTORNEY-No.1** and **GENERAL POWER OF ATTORNEY-No.2** are hereinafter collectively referred to as **GENERAL POWER OF ATTORNEY (GPA)**. The Contiguous Land Parcels under Joint Development Agreement-No.1 and Joint Development Agreement-No.2 together form a composite property i.e., Schedule A Property. The OWNER has applied and obtained a khata in respect of Schedule A Property from the Bruhat Bangalore Mahanagara Palike on 27.05.2013 and,
6. By virtue of aforesaid Joint Development Agreement and General Power of Attorney all development rights of the Schedule A Property is presently held by the Developer. Further, Developer is entitled to deal with, dispose off and convey the Saleable Area with divided/undivided right, interest and share of land in respect of the Schedule A Property excluding the areas allotted to the OWNER as per the terms of JDA and,
7. The DEVELOPER has secured the Development Plan from the Bangalore Development Authority on 09.01.2013, Ref: BDA/TPA/DLP-06/2009-10/5736 /2012-13. According to the Development Plan an area of 55,919.84 Sq. ft (5195.08 Sq.mts) towards Parks and Open space and an area of 16,997.86 Sq. ft (1579.14 Sq.mts) towards Road from and out of Schedule A Property has been relinquished to the Bangalore Development Authority, vide Relinquishment Deed dated 26.03.2013, registered as Document # BDA-1-03778/2012-13, in Book 1, stored in CD # BDAD188 on 26.03.2013. An area of 27,911.05 Sq. ft is reserved for Civic Amenities in Schedule A Property. The work order by Bangalore Development Authority was issued on 03.05.2013. Subsequently, a Building License and Building Plan is Sanctioned by the Bruhat Bangalore Mahanagara Palike vide BBMP/Addl.Dir/JDN L.P. No. 0053/2013-14 on 01.06.2013 for construction of Residential Apartment Buildings consisting of 8 Blocks viz., Block A, B1, B2, C, D1, D2, E1 and E2.
 - (i) The Block A consists of Stilt + 7 upper floors.
 - (ii) Block B1, B2, C and D1 consists of Stilt + 7 upper floors.
 - (iii) Block D2, E1 and E2 consists of Basement + Stilt + 7 upper floors and
 - (iv) Club House consisting of Stilt + 2 upper floors in Block A.

The List of Apartments, Blocks, Towers in the **Shriram Sameeksha Residential Complex** are as under:-

1. **Block Number : A**
 - a) **Tower Number : 8**
Unique Property Number : SAM.08.1.1 to SAM.08.7.8

First Floor	: 08.1.1 to 08.1.8
Second Floor	: 08.2.1 to 08.2.8
Third Floor	: 08.3.1 to 08.3.8
Fourth Floor	: 08.4.1 to 08.4.8
Fifth Floor	: 08.5.1 to 08.5.8

Sixth Floor : 08.6.1 to 08.6.8
Seventh Floor : 08.7.1 to 08.7.8

b) **Tower Number : 9**

Unique Property Number : SAM.09.1.1 to SAM.09.7.8

First Floor : 09.1.1 to 09.1.8
Second Floor : 09.2.1 to 09.2.8
Third Floor : 09.3.1 to 09.3.8
Fourth Floor : 09.4.1 to 09.4.8
Fifth Floor : 09.5.1 to 09.5.8
Sixth Floor : 09.6.1 to 09.6.8
Seventh Floor : 09.7.1 to 09.7.8

2. **Block Number : B1**

Tower Number : 6

Unique Property Number : SAM.06.1.1 to SAM.06.7.8

First Floor : 06.1.1 to 06.1.8
Second Floor : 06.2.1 to 06.2.8
Third Floor : 06.3.1 to 06.3.8
Fourth Floor : 06.4.1 to 06.4.8
Fifth Floor : 06.5.1 to 06.5.8
Sixth Floor : 06.6.1 to 06.6.8
Seventh Floor : 06.7.1 to 06.7.8

3. **Block Number : B2**

Tower Number : 7

Unique Property Number : SAM.07.1.1 to SAM.07.7.8

First Floor : 07.1.1 to 07.1.8
Second Floor : 07.2.1 to 07.2.8
Third Floor : 07.3.1 to 07.3.8
Fourth Floor : 07.4.1 to 07.4.8
Fifth Floor : 07.5.1 to 07.5.8
Sixth Floor : 07.6.1 to 07.6.8
Seventh Floor : 07.7.1 to 07.7.8

4. **Block Number : C**

a) **Tower Number : 1**

Unique Property Number : SAM.01.1.1 to SAM.01.7.8

First Floor : 01.1.1 to 01.1.8
Second Floor : 01.2.1 to 01.2.8
Third Floor : 01.3.1 to 01.3.8
Fourth Floor : 01.4.1 to 01.4.8
Fifth Floor : 01.5.1 to 01.5.8
Sixth Floor : 01.6.1 to 01.6.8
Seventh Floor : 01.7.1 to 01.7.8

b) **Tower Number : 2**

Unique Property Number : SAM.02.1.1 to SAM.02.7.8

First Floor : 02.1.1 to 02.1.8
Second Floor : 02.2.1 to 02.2.8
Third Floor : 02.3.1 to 02.3.8
Fourth Floor : 02.4.1 to 02.4.8
Fifth Floor : 02.5.1 to 02.5.8
Sixth Floor : 02.6.1 to 02.6.8
Seventh Floor : 02.7.1 to 02.7.8

5. **Block Number : D1**

a) **Tower Number : 3**

Unique Property Number : SAM.03.1.1 to SAM.03.7.8

First Floor : 03.1.1 to 03.1.8
Second Floor : 03.2.1 to 03.2.8
Third Floor : 03.3.1 to 03.3.8
Fourth Floor : 03.4.1 to 03.4.8
Fifth Floor : 03.5.1 to 03.5.8
Sixth Floor : 03.6.1 to 03.6.8
Seventh Floor : 03.7.1 to 03.7.8

- b) **Tower Number : 4**
Unique Property Number : SAM.04.1.1 to SAM.04.7.8
 First Floor : 04.1.1 to 04.1.8
 Second Floor : 04.2.1 to 04.2.8
 Third Floor : 04.3.1 to 04.3.8
 Fourth Floor : 04.4.1 to 04.4.8
 Fifth Floor : 04.5.1 to 04.5.8
 Sixth Floor : 04.6.1 to 04.6.8
 Seventh Floor : 04.7.1 to 04.7.8
- c) **Tower Number : 5**
Unique Property Number : SAM.05.1.1 to SAM.05.7.8
 First Floor : 05.1.1 to 05.1.8
 Second Floor : 05.2.1 to 05.2.8
 Third Floor : 05.3.1 to 05.3.8
 Fourth Floor : 05.4.1 to 05.4.8
 Fifth Floor : 05.5.1 to 05.5.8
 Sixth Floor : 05.6.1 to 05.6.8
 Seventh Floor : 05.7.1 to 05.7.8
6. **Block Number : D2**
 a) **Tower Number : 10**
Unique Property Number : SAM.10.1.1 to SAM.10.7.8
 First Floor : 10.1.1 to 10.1.8
 Second Floor : 10.2.1 to 10.2.8
 Third Floor : 10.3.1 to 10.3.8
 Fourth Floor : 10.4.1 to 10.4.8
 Fifth Floor : 10.5.1 to 10.5.8
 Sixth Floor : 10.6.1 to 10.6.8
 Seventh Floor : 10.7.1 to 10.7.8
- b) **Tower Number : 11**
Unique Property Number : SAM.11.1.1 to SAM.11.7.8
 First Floor : 11.1.1 to 11.1.8
 Second Floor : 11.2.1 to 11.2.8
 Third Floor : 11.3.1 to 11.3.8
 Fourth Floor : 11.4.1 to 11.4.8
 Fifth Floor : 11.5.1 to 11.5.8
 Sixth Floor : 11.6.1 to 11.6.8
 Seventh Floor : 11.7.1 to 11.7.8
- c) **Tower Number : 12**
Unique Property Number : SAM.12.1.1 to SAM.12.7.8
 First Floor : 12.1.1 to 12.1.8
 Second Floor : 12.2.1 to 12.2.8
 Third Floor : 12.3.1 to 12.3.8
 Fourth Floor : 12.4.1 to 12.4.8
 Fifth Floor : 12.5.1 to 12.5.8
 Sixth Floor : 12.6.1 to 12.6.8
 Seventh Floor : 12.7.1 to 12.7.8
7. **Block Number : E1**
 a) **Tower Number : 13**
Unique Property Number : SAM.13.1.1 to SAM.13.7.8
 First Floor : 13.1.1 to 13.1.8
 Second Floor : 13.2.1 to 13.2.8
 Third Floor : 13.3.1 to 13.3.8
 Fourth Floor : 13.4.1 to 13.4.8
 Fifth Floor : 13.5.1 to 13.5.8
 Sixth Floor : 13.6.1 to 13.6.8
 Seventh Floor : 13.7.1 to 13.7.8
- b) **Tower Number : 14**
Unique Property Number : SAM.14.1.1 to SAM.14.7.8
 First Floor : 14.1.1 to 14.1.8
 Second Floor : 14.2.1 to 14.2.8
 Third Floor : 14.3.1 to 14.3.8
 Fourth Floor : 14.4.1 to 14.4.8
 Fifth Floor : 14.5.1 to 14.5.8

Sixth Floor : 14.6.1 to 14.6.8
Seventh Floor : 14.7.1 to 14.7.8

c) **Tower Number : 15**

Unique Property Number : SAM.15.1.1 to SAM.15.7.8

First Floor : 15.1.1 to 15.1.8
Second Floor : 15.2.1 to 15.2.8
Third Floor : 15.3.1 to 15.3.8
Fourth Floor : 15.4.1 to 15.4.8
Fifth Floor : 15.5.1 to 15.5.8
Sixth Floor : 15.6.1 to 15.6.8
Seventh Floor : 15.7.1 to 15.7.8

8. **Block Number : E2**

a) **Tower Number : 16**

Unique Property Number : SAM.16.1.1 to SAM.16.7.8

First Floor : 16.1.1 to 16.1.8
Second Floor : 16.2.1 to 16.2.8
Third Floor : 16.3.1 to 16.3.8
Fourth Floor : 16.4.1 to 16.4.8
Fifth Floor : 16.5.1 to 16.5.8
Sixth Floor : 16.6.1 to 16.6.8
Seventh Floor : 16.7.1 to 16.7.8

b) **Tower Number : 17**

Unique Property Number : SAM.17.1.1 to SAM.17.7.8

First Floor : 17.1.1 to 17.1.8
Second Floor : 17.2.1 to 17.2.8
Third Floor : 17.3.1 to 17.3.8
Fourth Floor : 17.4.1 to 17.4.8
Fifth Floor : 17.5.1 to 17.5.8
Sixth Floor : 17.6.1 to 17.6.8
Seventh Floor : 17.7.1 to 17.7.8

c) **Tower Number : 18**

Unique Property Number : SAM.18.1.1 to SAM.18.7.8

First Floor : 18.1.1 to 18.1.8
Second Floor : 18.2.1 to 18.2.8
Third Floor : 18.3.1 to 18.3.8
Fourth Floor : 18.4.1 to 18.4.8
Fifth Floor : 18.5.1 to 18.5.8
Sixth Floor : 18.6.1 to 18.6.8
Seventh Floor : 18.7.1 to 18.7.8

8. The DEVELOPER formulated a scheme of development of Schedule A Property named as “**Shriram Sameeksha Residential Complex**” under which, Several Apartments, Buildings shall be caused to be constructed by the DEVELOPER as per the approved Building Plans in terms of which any person desirous of owning an Apartment, will be nominated by the DEVELOPER to purchase the proportionate undivided share, right and interest in the Schedule A Property from the OWNER and such PURCHASER/S by virtue of agreeing to purchase the undivided interest in the Schedule A Property will get a right to construct the chosen Apartment, through the DEVELOPER upon conveyance of the undivided share in the Schedule A Property. In the overall scheme, the owners of all the Apartments will proportionately hold undivided right and interest in the Schedule A Property, absolute ownership of the Apartment constructed thereon and the right to use all the common areas and facilities being developed/constructed as part of the Project /Scheme. Based on the aforesaid scheme and taking into consideration the total construction, the DEVELOPER has worked out the proportion of the undivided share to be held by the prospective PURCHASER/S, which forms the basis of the sale and,
9. The OWNER had agreed to convey Schedule B Property subject to First Party complying with the terms and conditions of this Agreement and the Agreement to Sell and payment to the Second Party all the amounts detailed in both the Agreements. Upon completion of such sale in the over all 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 with 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 and,

10. The PURCHASER/S herein has verified and scrutinized the title deeds of the OWNER and is/are satisfied with the title of the OWNER to Schedule A Property and with the scheme propounded by the DEVELOPER and sanction of Plans obtained by them. Further, as per the scheme, the PURCHASER/S being interested in constructing and owning an Apartment described in Schedule C herein (**Schedule C Apartment**) to be built in Schedule A Property has agreed under a separate Agreement to Sell of even date, to purchase the undivided share in Schedule A Property from the OWNER more fully described in Schedule B herein (**Schedule B Property**) and in terms of the Scheme the PURCHASER/S is/are entering into this Agreement for Construction of Schedule C Apartment for the consideration mentioned in **ANNEXURE 2** on the terms and conditions stated herein below and,
11. According to the Allocation Agreement dated 25.07.2013 entered between the OWNER and DEVELOPER the Schedule B and Schedule C falls to the share of DEVELOPER and,

NOW THESE PRESENTS WITNESSETH AS FOLLOWS:

1. CONTRACT FOR CONSTRUCTION:

The Second Party agrees to construct on behalf of the First Party the Schedule C Apartment in Schedule A Property as per the 'Specifications' set out in **Schedule F** herein, as per the Plans sanctioned by the Bruhat Bangalore Mahanagara Palike (BBMP). The First Party has/have expressly given consent and empowered the Second Party for variations and/or modifications and/or alterations as the Second Party may consider necessary OR as may be required by any Public Authority to be made in such Plans or constructions as may be necessitated due to exigencies but without substantially altering the size of the Apartment OR its internal/external dimensions.

2. SPECIFICATIONS:

- 2.1 The specifications of construction of Schedule C Apartment agreed between the First Party and the Second Party are detailed in **Schedule F** to this Agreement and the Second Party agrees to construct the Schedule C Apartment in accordance with the said specifications.
- 2.2 The First Party shall not require or undertake by himself/herself/themselves before/after handing over 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 (grills, balcony railings) and external painting, other than what is provided for in the design by the Architects and Second Party. The First Party has/have expressly given consent for variations and/or modifications as the Architect/Second Party may consider necessary from time to time during the course of construction. The Architect and Second Party are the final decision makers on these aspects and the First Party shall not interfere or question the design, costs, construction processes etc., implemented by the Second Party.
- 2.3 The Second Party reserves the right to change the specifications without prior notice, in the interest of quality and timely delivery, however such changes made shall not in any way be detrimental to the quality of the building and it is purely a substitution for unavailable materials.
- 2.4 The Second Party shall endeavor to use appropriate quality materials as described elsewhere, including but not limited to marble, granite, wood, etc., being natural materials. These natural materials are subject to variations in tone, grain, texture, colour and other aesthetic features, which are beyond the control of the Second Party. Particularly in case of granite, which is pre polished and when laid, may result in certain amount of unevenness due to its inherent property.
- 2.5 The Second Party is unable to guarantee that the products used in the building will exactly match the samples shown, if any. The Second Party relies on manufactures and suppliers for its raw materials such as marble, granite, timber, tiles, aluminum, U-P.V.C, sanitary ware, etc., hence there are possibilities that the materials specified and shown in the samples, if any, may not be available at the time of construction. In such instances the Second Party reserves the right to replace unavailable material with suitable alternatives, however such changes made shall not in any way be detrimental to the quality of the building and it is purely a substitution for unavailable materials.
- 2.6 Second Party reserves the right to allot / change / substitute the car park locations and facilities where site and structural conditions demand the same.

3. COST OF CONSTRUCTION, TAXES AND DEPOSITS etc.:

- 3.1 The cost of construction of Schedule C Apartment is as mentioned in **Annexure 2** hereto which shall be paid on or before the stipulated dates mentioned therein and/or as per the demand notes sent by Second Party. In case of variation in the area of the Schedule C Apartment proportionate variation (+ or -) will be made in the cost of construction.

- 3.2 The First Party shall in addition to payment of cost of construction, shall pay applicable GST, all Deposits, charges towards BESCOM, BWSSB and all other applicable charges. The First Party herein shall sign and execute declarations, bye-laws, affidavits, undertakings, papers and documents required to be submitted to the Bangalore Electricity Supply Company Ltd., Bangalore Water Supply and Sewerage Board, Bruhat Bangalore Mahanagara Palike and other Authorities if required by the Second Party. The Owner shall pay the relevant taxes towards Schedule A Property till the date of Sale Deed, as agreed in the Agreement to Sell between the First Party and Owner.
- 3.3 The First Party shall not be entitled to question the cost at which the Second Party constructs Apartments in “**Shriram Sameeksha Residential Complex**” for others and the quantum of deposits and other sums referred to above. The Second Party shall be free to determine and agree upon the cost of construction, payment of other sums and specifications for other Purchaser/s. The First Party shall have no right to question the same.

4. PAYMENT SCHEDULE, DELAY/DEFAULT:

- 4.1 It is hereby agreed that, if, at any time during the subsistence of this Agreement and the Agreement to Sell, the First Party resides outside India continuously for a period of more than 182 days or becomes a non-resident as per the definition contained in the Income Tax Act, 1961, the First Party shall solely be responsible and liable for complying with the necessary formalities and regulations prescribed under the Foreign Exchange Management Act, 1999, the Reserve Bank of India Act, 1934 and the Rules made there under, including any statutory notifications, circulars and any amendments thereof as may be applicable to the Parties, in law for the time being in force, in respect of the remittance of payments, the acquisition and transfer of immovable property located in India. The First Party shall also provide to the Second Party, at his/her/their own cost, all such permissions, approvals, sanctions, as may be necessary and mandatory so as to enable the Second Party to fulfill its obligations under this Agreement. The First Party understands that in the event of his/her/their failure to comply with the statutory guidelines as aforesaid, he/she/they shall be solely liable for any legal action that may be initiated pursuant thereto by the Government or any other authority. The Second Party accepts no responsibility or liability in this regard. The First Party shall keep the Second Party fully indemnified as to the consequences of his/her/their actions. On account of the above, if the Second Party faces any hardships in meeting with its obligations under this Agreement or in completing the construction of the Schedule C Property, the Second Party under such circumstances and at its sole discretion shall have the right to terminate this Agreement and the First Party shall be held liable for payment of damages to the Second Party. The First Party agrees that whenever there is a change in the residential status of the First Party subsequent to the signing of this Agreement, he/she/they shall immediately inform the same in writing to the Second Party.
- 4.2 The First Party has/have paid to the Second Party the amount as mentioned in **Annexure 2** hereto as advance towards cost of construction of Schedule C Apartment and balance cost shall be payable to the Second Party as detailed in **Annexure 2** herein. Payment in terms of **Annexure 2** herein is the 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 **Annexure 2** shall be made by the First Party to Second Party.
- 4.3 In the event of delay by the First Party to pay the Balance Sale Price on the due dates, the First Party shall be liable to pay the amount in default along with interest calculated @ _____ for such delayed period. The interest shall be computed from the date installment was due for payment till the payment is fully received. In the event of default by the First Party to pay the Balance Sale Price as per **Annexure 2** hereto continues beyond _____ days, the DEVELOPER shall be entitled to terminate this Agreement by issuing a notice calling upon the First Party to pay the arrears due within _____ from the date of issuance of such notice and if the First Party fail/s to pay the arrears, this Agreement shall be deemed to have been terminated.
- 4.4 In the event of termination as aforesaid, the DEVELOPER shall be entitled for liquidated damages equal to _____ of the amount due from the First Party as per the payment schedule and refund the balance amount, if any, within _____ from the date of such termination and on resale of Schedule B and C Properties, whichever is earlier. On such termination the Agreement to Sell entered into between the Owner and the PURCHASER/S also stands terminated automatically without any further notice to the PURCHASER/S.
- 4.5 On such termination the Agreement to Sell entered into between the First Party hereto and the Owner also stands terminated automatically without any further notice to the First Party.
- 4.6 In case of violation of the terms in the Agreement to Sell by the First Party, the terms in this Agreement shall be deemed to have been violated and hence stands terminated automatically without notice and consequences of termination as detailed in the said Agreement to Sell will be applicable.
- 4.7 Upon termination of this Agreement, the First Party shall not have any claim over the Schedule B and C Properties and/or the Owner and/or the Second Party and/or under Agreement to Sell. The Second

Party shall be entitled to deal with the Schedule B and C Properties as they may deem fit without reference to the First Party.

- 4.8 If however, the First Party pays up the arrears along with interest and taxes within the time and as per terms stipulated in the notice of termination, the right to terminate the Agreement by the Second Party would lapse for such default alone and this Agreement continues to be valid.

5. COMPLETION & HANDING OVER OF POSSESSION:

- 5.1 The possession of the Schedule C Apartment will be delivered by the Second Party to the First Party after completion of construction as far as possible on or before _____. Further, a period of _____ months from the date of completion of all Apartments in the project is required for completion of Common Amenities and handing over of Project to the duly constituted body of Apartment Owners in accordance with Karnataka Apartment Ownership Act, 1972 i.e., _____. Though every effort will be made to obtain electrical, water and sanitary connections within the stipulated time, no responsibility will be accepted by the Second Party for delays in giving such connections, Clearances, Occupancy and other Certificates by the statutory authorities and First Party shall not be entitled to claim any damage, losses, interest against the Second Party on the ground of such delay. If there is delay in sanction of permanent electrical connections, temporary connections will be provided till permanent connections are provided. The First Party shall however pay the consumption charges as per bills raised by the respective Authorities/Providers.
- 5.2 The First Party agrees and understands that Second Party shall not be liable or responsible if they are unable to complete the construction of the Building and/or the Schedule C Apartment and hand over the possession by the aforesaid date by any Act of God the Second Party shall be entitled to extension of time for handing over possession of the completed apartment and this Agreement cannot be terminated / cancelled by the First Party and the monies paid till then to the First Party under this Agreement shall not be refunded.
- 5.3 Notwithstanding anything stated in clause 5.1, in case of delay in handing over of the Schedule C Apartment for reasons other than what is stated above, the Second Party is entitled for compensation from August 2016. The Second Party shall pay the First Party compensation at _____ per month of delay of the Schedule C Apartment till intimation of completion of Apartment of the First Party, PROVIDED THE FIRST PARTY HAS/HAVE PAID ALL THE AMOUNTS PAYABLE AS PER THIS AGREEMENT AND WITHIN THE STIPULATED PERIOD AND HAS NOT VIOLATED ANY OF THE TERMS OF THIS AGREEMENT AND AGREEMENT TO SELL.
- 5.4 Possession of the Schedule C Property will be delivered to the First Party by the Second Party after the same is ready for use and occupation provided all the amounts due and payable by the First Party under this Agreement and Agreement to Sell are fully paid in time to the Second Party in-toto and after the First Party obtains a registered Sale Deed from the Owner in respect of Schedule B Property.
- 5.5 The First Party shall take possession of the Schedule C Apartment herein after paying in full all the dues including various deposits mentioned in this Agreement and interest, if any, within _____ from the date of receipt of the notice intimating that the said Apartment is ready for use and occupation. Time is the essence of this contract.
- 5.6 Irrespective of whether the First Party takes possession or not, the First Party shall be liable to bear and pay to the Second Party the following expenses commencing from _____ from the date of notice sent by the Second Party to the First Party to the effect that the Schedule C Apartment is ready for use and occupation by the First Party:
- a) The prorata electricity, water and sanitary demand charges;
 - b) Property taxes in respect of the Schedule B and C Apartment and other outgoings such as electricity charges and expenses incurred by the Second Party for maintenance of the Schedule C Apartment;
 - c) First Party's share of common maintenance expenses to manage and look after the common areas, common amenities and common facilities in **"Shriram Sameeksha Residential Complex"**.
 - d) Holding charges @ _____ for delay in taking over the possession of Apartment.
 - e) House keeping, Security and Electricity in Common Areas, DG Back Up, Water, Running of STP, RO Plant and Solid Waste Converter.
- 5.7) The First Party upon taking possession of the Schedule C Apartment, within the time lines stipulated by the Second Party shall be deemed to have accepted that the Schedule C Apartment is fully completed in all respects as per the specifications and the First Party shall not have any claim against the Second Party for any items of work in the Schedule C Apartment which may be alleged as not

carried out or completed by the Second Party. This however shall not be applicable to any snags reported by the First Party at the time of taking over of the apartment, any time during the defect liability period of _____, which shall be attended to and rectified by the Second Party.

6. INSPECTION:

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

7. DEFECT LIABILITY PERIOD:

The Second Party shall not be responsible for any defect in the building noticed after a period of _____ months from the date of handing over possession of Schedule C Apartment or from the date of notifying to the First Party as to completion of the construction of Schedule C Apartment, whichever is earlier. In this period of _____ months, the Second Party will only attend if any defects arise from poor material and workmanship. Defects arising from natural wear and tear do not come under the scope of maintenance under defect liability. Defect like cracks, leakage and peeling of paint would be attended directly as per the Second Party's quality standards. Operational / Material defects of plumbing, electrical, iron mongering etc., will be subjected to the warranty period from the Suppliers.

8. FIRST CHARGE:

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

9. NATURE OF RIGHT OF USAGE:

- 9.1 The First Party covenants to use the Schedule C Apartment only for residential purposes and for no other purpose and the First Party shall not use the Schedule C Apartment for carrying on any commercial activity or for any illegal activities or use it to store any illegal goods.
- 9.2 It is agreed that the building to be constructed in the Schedule A Property in which the 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 Owner and Second Party. All passages, lifts, staircases, water lines, sewerage lines as also other facilities which are used in common by other Apartment Owners / Occupants 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 First Party shall use and enjoy all common amenities such as Stair-Cases, Electric Lifts, Common Lighting, Sewers, Drains, Water-Courses, Fitness Gym, Swimming Pool, etc., now in or upon or hereafter to be erected and installed in Schedule A Property in common with other Owners and other occupants 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 occupants the cost of repairing and maintaining 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, facilities and services etc., referred to above.
- 9.4 Upon handing over, the First Party 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/terraces if attached to the Apartment. The First 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 Schedule A Property for dumping materials/debris etc.,
- 9.5 All interior related works/modifications that the First 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 First Party by the Second Party. The First Party shall carry out interior works/modification works only during day time between 9 A.M. and 6 P.M on working days. The Second Party does not owe any responsibility for any breakages, damages caused to any of the finishing works or to the Premises

handed over to the First Party but originally carried out by the Second Party. The Second Party is not answerable to any thefts during the course of interior works. The First Party shall strictly observe the rules, regulations, restrictions that may be generally/specifically imposed/prescribed by the Second Party or the agency appointed periodically for the maintenance of all common areas and facilities in “**Shriram Sameeksha Residential Complex**”.

10. OBLIGATIONS OF FIRST PARTY:

- 10.1 The First Party shall be bound by the obligations and restrictions which are necessary in the interest of the timely handing over of Schedule C Apartment and completion of development of Schedule A Property.
- 10.2 The First Party shall not obstruct and/or interfere in the development /construction processes of the entire project in “**Shriram Sameeksha Residential Complex**”. The development/construction will be in progress at all times of day and night and even on holidays.

11. CONTINGENCY:

It is further agreed to between the parties that in case the payment of amounts towards 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 Second Party under this Agreement and the terms and conditions of the Agreement to Sell shall continue to subsist for the purpose of this Agreement and the First Party shall be entitled to possession of the Schedule C Apartment only after fulfillment of the terms of this Agreement and the First Party shall not have the right to revoke this Agreement or take possession of Schedule C Apartment until compliance of the terms of this Agreement. The Second Party shall be continuing in possession of the same until compliance of this Agreement by the First Party and the Second Party shall hand over possession of Schedule C Apartment to the First Party after payment of all dues, provided in the Agreement to Sell and/or this Agreement and/or Sale Deed is/are not cancelled by that time.

12. AGREEMENT TO SELL:

As stated above, the First Party has/have this day also entered into an Agreement to Sell for purchase of Schedule B Property to enable the First Party to get constructed the Schedule C Apartment through the Second Party and the same shall be treated as part and parcel of one transaction and both these Agreements shall be 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.

13. COMMON AREAS, FACILITIES AND AMENITIES :

The First Party hereby covenant and agree that the First Party shall bear and pay common expenses in common with the other owners of the apartments in “**Shriram Sameeksha Residential Complex**” Common Driveways, Common Lighting, Sewers, Drains, Water-Courses, Fitness Gym, Swimming Pool, Roads, Landscaped Areas, Walk Ways, Pathways, Stair Cases, Stair Ways, Basement, Generators, Common Toilets, Lifts, Water Softening Plant, 600 KLD STP, Solar Water Heater, Rain Water Harvesting etc., and also towards the maintenance of project facilities and amenities to be provided in the Schedule A Property. The First Party agree/s, confirms and acknowledges that he/she/they shall be entitled to all Rights stated in **Schedule D** herein and the First Party shall be liable to comply and adhere to all the restrictions and obligations imposed on the Purchaser/s as detailed in **Schedule E** herein. The rights and obligations so detailed in Schedules D and E hereunder are common to all Apartment Owners. The Developer however shall be entitled to confer additional benefits and rights to specific purchasers at their discretion.

The list of Project Common Facilities and Common Amenities are as under:-

PROJECT FACILITIES:

1. (a) 100% DG Backup for Common Areas like Lifts, Corridors, Pumps, Gates, STP etc.,
- (b) STP
- (c) Organic Waste Converter
- (d) Solar Water heater One Point in common Toilet
- (e) Rain Water harvesting

PROJECT AMENITIES:

2. Children's Play Area
3. Land Landscape Garden Area

4. Clubhouse

- (a) Multi-Purpose hall
- (b) Recreation centre with indoor games
- (c) Gym
- 5. Swimming pool
- 6. Basket ball post
- 7. Badminton Court
- 8. Jogging Path
- 9. Tennis court
- 10. Open Amphi theatre
- 11. Water falls /Cascade
- 12. Provision for Convenience store
- 13. Provision for Crèche
- 14. Senior Citizen park

14. SHARING OF COMMON EXPENSES:

- 14.1 The Second Party may undertake maintenance and upkeep of common areas, amenities and facilities in “**Shriram Sameeksha Residential Complex**” or entrust the same to a Management/Maintenance Company for the same. The First Party shall pay to Second Party or such Companies proportionate sums for maintenance of common areas, facilities and amenities in “**Shriram Sameeksha Residential Complex**”. The common amenities, common facilities and the maintenance services are detailed in para 13 supra.
- 14.2 The First Party shall have no-objection for the Second 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 for the purpose of laying, maintaining, repairing and testing drainage, water pipes and electric wires and for similar purposes and also for the purpose of cutting off the supply of water and electricity and other facilities etc., to the Schedule C Property who have defaulted in paying their share of the water, electricity and other charges and common expenses and to restore the same on payment of all sums due.
- 14.3 The First Party further agree/s to pay additional deposits to the Second Party in case the Second Party finds that the deposits paid are exhausted and/or not sufficient to meet the outgoings and expenses referred to above.

15. ASSIGNMENT/NOMINATION:

The First Party shall not assign/transfer his/her/their interest under this Agreement without the prior written consent of the Second Party. It is explicitly made clear that the Second Party is not obligated to give their consent for any assignment by the First Party as this agreement is exclusive in nature. Further, it is also made clear that in the event the Second Party give their consent for assignment of First Party's interest in this Agreement, they shall be entitled to charge Rs._____, on the carpet area 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 First Party shall not be entitled to assign either of these agreements independently without assigning the other Agreement i.e., the First Party shall not be entitled to assign his/her/their rights under this Agreement without assigning his/her/their rights under the Agreement to Sell and vice versa. It is also made clear that the First Party will not be able to assign his/her/their rights in parts i.e., the First Party will have to either assign all his/her/their rights under this Agreement or otherwise shall not be entitled to assign his/her/their rights at all.

16. 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 and sent by certificate of posting or 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. Notice of termination will have to be issued by Registered Post Acknowledgment Due.

17. INDULGENCE:

Any delay tolerated or indulgence shown by the Second Party in enforcing the terms of this Agreement OR any forbearance or giving of time to the First 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 First Party nor shall the same in any manner prejudice the right of the Owner and/or Second Party.

18. SPECIFIC PERFORMANCE & ARBITRATION:

- 18.1 In the event of default by the Second Party, the First Party is/are entitled to enforce specific performance of this contract. Similarly in the event of default by the First Party, the Owner and/or Second Party shall be entitled to enforce specific performance of this agreement or take action as per this Agreement.
- 18.2 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 settled through Arbitration and the 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 Bangalore. The courts at Bangalore alone shall have jurisdiction in all matters relating to this Agreement.

19. COMPLETE AGREEMENT:

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

20. AMENDMENT:

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

21. 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 so 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.

22. CUSTODY:

This Agreement is prepared in two sets. One set shall be with the Second Party and the other set shall be with the First Party.

SCHEDULE A PROPERTY

All that property bearing BBMP Khatha Number 218/64, 65, 66, 68 and 109(132) in Ward Number 11, Kuvempu Nagar, Yelahanka Hobli, Bangalore North Taluk formed out of converted lands measuring (i) 2 Acres in Sy. No. 64, (ii) 5 Acres 26½ Guntas in Sy. No. 65, (iii) 1 Acre in Sy. No. 66, (iv) 2 Acres 5 Guntas in Sy. No. 68 and (v) 2 Acres in Sy. No. 109/P3 (New Survey No.132), totally measuring **12 Acres 31½ Guntas** (*), all situated at Singapura Village, Yelahanka Hobli, Bangalore North Taluk, Bangalore Urban District, and bounded by:

East : Balance land in Survey # 109
West : Lands in Survey # 67 and 69
North : Lands in Survey # 62, 63 and 109
South : Road

The details of the conversion orders and the land earmarked for as per the orders mentioned below.

1. 2 Acres in Sy. No. 64 duly converted vide Official Memorandum bearing No. ALN:SR(NA)07/2004-05 dated 17.06.2004 issued by the District Commissioner, Bangalore District (*).
2. 5 Acres 17 Guntas and 9½ Guntas of kharab land in Sy. No. 65, an extent of 1 Acre 35¼ Guntas duly converted vide Official Memorandum bearing No. ALN(NA)SR95/2004-05 dated 11.03.2009, an extent of 1 Acre 35¼ Guntas converted vide Official Memorandum bearing No. ALN:SR(NA)88/2004-05 dated 11.03.2009 and another extent of 1 Acre 36 Guntas converted vide Official Memorandum bearing No. ALN(NA)SR510/2004-05 dated 05.04.2005 all issued by the District Commissioner, Bangalore. Out of which an area of 3267 Sq.ft is lost towards Road abutting the Project (*).
3. 1 Acre 10 Guntas from and out of 4 Acres 13 ½ Guntas in Sy. No. 66 converted vide Official Memorandum bearing No. B.Dis.ALN:SR(NA)191 of 2003-04 dated 05.04.2004 for an extent of 3 Acres and another extent of 1 Acre 13½ Guntas converted vide Official Memorandum bearing No. B.Dis.ALN:SR(NA) 187 of 2003-04 dated 26.04.2004 both issued by the Special Deputy Commissioner, Bangalore. Out of which 10 Guntas and is lost for expansion of the Road abutting this Survey Number. Totally an extent of 13,282 Sq.ft is not in the Project (*).

(*) an area of 1579.14 Sq.mts in Survey Numbers 64, 65 and 66 are relinquished for Public Road as per the Relinquishment Deed dated 26.03.2013. An area of 2593 Sq.mts is reserved for Civic Amenities in Survey Numbers 64, 65 and 66.

4. 2 Acres 5 Guntas in Sy. No. 68 duly converted vide Official Memorandum bearing No. B.Dis:ALN:SR(NA)07 of 2004-05 dated 17.06.2004 issued by the Deputy Commissioner Bangalore.
5. 2 Acres in Sy. No. 109/P3 (New Survey No.132) duly converted vide Official Memorandum bearing No. B.Dis.ALN :SR:(NA) 12 of 2003-04 dated 18.08.2003 issued by the Special Deputy Commissioner, out of which an area of 5195.08 Sq.mts is relinquished towards Parks and Open Space vide Relinquishment Deed dated 26.03.2013.

SCHEDULE B PROPERTY

Approximate undivided share and interest in Schedule A Property to the extent specified in **Part 3 of ANNEXURE 1** herein agreed to be conveyed herein. The exact undivided share shall be confirmed on / or before execution of Sale Deed.

SCHEDULE C APARTMENT

Description of Apartment to be constructed as set out in **Part 4 of ANNEXURE 1** in “**Shriram Sameeksha Residential Complex**”.

SCHEDULE – D

:RIGHTS OF THE FIRST PARTY/PURCHASER/S:

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

- 1) The right to construct and own an Apartment described in the Schedule C above for residential purposes only subject to the terms of Construction Agreement.
- 2) The right and liberty to the Purchaser/s and all persons entitled, authorised or permitted by the Purchaser/s (in common with all other persons entitled, permitted or authorised to a similar right) at all times, and 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, drain and water courses, cables, pipes and wires which are or may at any time hereafter be, in, under or passing through the Building or any part thereof.
- 5) Right to lay cables or wires, install radio signal receiver 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 of entry and passage for the Purchaser/s 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 OR maintenance of the Schedule C Apartment OR for repairing, cleaning, maintaining OR

removing the sewer, drains and water courses, cables, pipes and wires causing as little disturbance as possible to the other Apartment Owners and making good any damage caused.

- 7) 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 Developer and/or the Agency appointed by the Developer.
- 8) Right to use and enjoy the common areas and open spaces and common facilities in **"Shriram Sameeksha Residential Complex"** in accordance with the purpose for which they are provided without endangering or encroaching the lawful rights of other owners/users.
- 9) Right to make use in common with the Purchasers of the other Apartment/s in the building, to use and enjoy the common areas, facilities and Amenities.

SCHEDULE – E

:OBLIGATIONS ON THE FIRST PARTY/PURCHASER/S:

- 1) Not to raise any construction in addition to the one 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 **"Shriram Sameeksha Residential Complex"** for parking any vehicles or to use the same in any manner which might cause hindrance to or obstruct the free movement of vehicles parked in the parking spaces or for users of adjoining properties.
- 4) Not to default in payment of any taxes or levies to be shared by the other Apartment Owners 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 arrangements for maintenance of the building/s in Schedule A Property above and for ensuring common amenities for the benefit of all concerned.
- 7) The Purchaser/s shall has/have no objection whatsoever to the Developer managing the development in Schedule A Property by themselves or handing over the common areas and the facilities to a maintenance company or to the association as soon as it is formed and pending the same, the Developer shall retain the same and the Purchaser/s has/have given specific consent to this undertaking.
- 8) The maintenance of the building shall be done by Developer or by a maintenance company until formation of Owners Association and Purchaser/s shall pay all common expenses and other expenses, taxes and outgoings in terms of this Agreement and in terms to be stated in the Sale Deed. Such Association shall be purely for the purpose of maintenance and management of the building 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 multistoreyed building and the development in **"Shriram Sameeksha Residential Complex"** and properly manage the affairs of the same, provide all facilities to the occupants and collect from them, the proportionate share of maintenance cost and out goings.
- 9) The Purchaser/s and other owners of Apartments in **"Shriram Sameeksha Residential Complex"** shall proportionately pay such sums as are reasonably required by the Developer or maintenance company or the Association as the case may be towards maintenance and management of the common areas and facilities in the building and in Schedule A Property (subject to further revision from time to time) for the maintenance and management of the common areas and facilities and any deficit shall be made good by the Purchaser/s in proportion to the area of the Schedule C Apartment.
- 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/s to pay the same.
- 11) No Apartment Owner including Purchaser/s can get exempted from liability for contribution towards common expenses by waiver of the use or enjoyment of any common areas and facilities or by abandonment of Apartment and/or facilities in Schedule A Property.
- 12) The Purchaser/s shall use the apartment as a private residence and the car-parking space for parking a light motor vehicle and not for any other purpose. The parking space specifically allotted to Purchaser/s is for exclusive use and enjoyment by Purchaser/s and the Purchaser/s shall not have

the right to put up any construction in the parking space or enclose the same or use/convert it for any purpose other than as car parking space.

- 13) The Purchaser/s in the event of leasing the Schedule C Apartment shall keep informed the Developer 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/s contained herein and in the Construction Agreement shall be that of the Purchaser/s and it shall be the responsibility of the Purchaser/s to ensure that the tenant/lessee follows all the rules and regulations that may be prescribed for the occupants of the buildings in **"Shriram Sameeksha Residential Complex"**.
- 14) The Purchaser/s shall maintain the front elevation and the side and rear elevations of the Apartment, in the same form as the Developer constructs and shall not at any time alter the said elevation in any manner whatsoever.
- 15) The Purchaser/s shall from the date of handing over possession, maintain the Apartment at his/her/their 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 Bruhat Bangalore Mahanagara Palike or Bangalore Development Authority or any other authority. 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 and shall not do any work which jeopardises the soundness or safety of the building or the property or reduce the value thereof or impair any easement or hereditament and shall not add any structure or excavate any basement or cellar. The Purchaser/s shall promptly report to the Developer or Maintenance Company or Association of Apartment Owners as the case may be, of any leakage/seepage of water/sewerage and the like through the roof/floor/wall of the said Apartment and especially with regard to the external and common walls shared by the Apartment Owners.
- 16) It is a specific term and condition of this Agreement and of the rights to be created in favour of the prospective Purchaser/s in the building and in the said Apartment that:
 - a) The name and/or Apartment number of the Purchaser/s shall be put, in standardised letters and colouring only at the location/board that may be designated by the Developer at a place earmarked for the said purpose and at the entrance door of the particular Apartment but at no other place in the building and the number shall not be altered.
 - b) No sign board, hoarding or any other logo or sign shall be put up by the Purchaser on the exterior of the building or on the outer wall of the Apartment.
 - c) The Purchaser/s 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/s shall be entitled to select and carry out any decoration/painting of the interior of the said apartment.
 - d) The Purchaser/s shall not do any thing that may adversely affect the aesthetic appearance/beauty of the building, nor do anything in the Property which may cause any nuisance or obstruction or hindrance to the other owners.
 - e) Discount and/or rebate and/or abatement in the above mentioned consideration.
- 17) The Purchaser/s shall, from time to time, do and execute all further acts, deeds, matters and things as may be reasonably required by the Developer for duly implementing the terms and intent of this Agreement and for the formation of Owners Association.
- 18) The Purchaser/s is/are aware that the exclusive right of use of car parking space in Basement level will be allotted by the Developer to the various Apartment Owners and that the right of use such allotted space shall vest solely in the respective Apartment Owner to whom it is allotted. The Purchaser/s shall have no objection to such right of use being allotted. It is, however, clearly understood that such right of use shall not vest in the Purchaser/s any title to the land earmarked as Car Parking Space.
- 19) The Purchaser/s shall keep the Apartment, walls, floor, roof, drains, pipes and appurtenances thereto belonging in good condition so as to support, shelter and protect the parts of the entire building. The Purchaser/s shall carry out at his/her/their own cost such repairs and maintenance to water lines, sewerage lines and the like in the said Apartment in the event of there being any complaint from the Apartment Owners below or above or adjoining of leakage/seepage of water, sewerage and the like through the roof/floor/wall of the said Apartment of the Purchaser/s.

- 20) The Purchaser/s of Apartments in “**Shriram Sameeksha Residential Complex**” shall not at any time cause any annoyance, inconvenience or disturbance or injury to the occupiers of other Apartments and parking spaces in the building and Purchaser/s specifically shall not:-
- a) Close the lobbies, stairways, passages and parking spaces and other common areas.
 - b) Make any alterations in the elevation or both faces of external doors and windows of the Apartment/parking space which in the opinion of the Developer or the Owners' 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) Instal 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 Developer.
 - n) Create any nuisance or disturbance or misbehave in the matter of enjoying the common facilities provided to all the Apartment Owners in the building or “**Shriram Sameeksha Residential Complex**”.
 - o) Refuse to pay such sums as are demanded for use and enjoyment of common facilities in “**Shriram Sameeksha Residential Complex**”.
 - p) Trespass into other Apartments in “**Shriram Sameeksha Residential Complex**” or misuse the facilities provided for common use.
 - q) Use the Schedule C Property 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 Property for training any skill or art or occupation or conduct any teaching classes.
- 21) The Purchaser/s shall not throw garbage/used articles/rubbish in the common areas, parks and open spaces, roads and open spaces left open in the Schedule A Property. The Purchaser/s shall strictly follow rules and regulations for garbage disposal as may be prescribed by the Developer or Agency maintaining the common areas and facilities in “**Shriram Sameeksha Residential Complex**” or by the Owners Association.
- 22) The Purchaser/s shall keep all the pets confined within the Schedule C Apartment and shall ensure that the pets do not create any nuisance/disturbance to the other owners/occupants in the building.
- 23) The Purchaser/s shall maintain at Purchaser's cost the said Apartment and Parking Space in good condition, state and order and shall abide by all the laws and regulations of the Government, Bruhat Bangalore Mahanagara Palike, Bangalore Development Authority 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.

- 24) The Purchaser/s shall not use the Apartment/Parking Space/Garden/Terrace or permit the same to be used for any purpose which in the opinion of the Developer 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 neighbouring 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.
- 25) The Purchaser/s shall use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in Schedule A Property and in the Apartment Building in common with the other Apartment Owners and to permit free passage of water, sanitary, electricity and electrical lines, through and along the same or any of them and to share with the other Apartment Owners the cost of maintaining and repairing all common amenities such as common accesses staircases, lifts, generator, etc., and to use the same as aforesaid and/or in accordance with the Rules, Regulations, Bye-Laws and terms of the Association to be formed by or among the Apartment Owners in the Building.
- 26) The Purchaser/s shall permit the Developer and/or Maintenance Company and/or Owners' Association and/or their agents with or without workmen at all reasonable times 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 laying, maintaining, repairing and testing drainage, water pipes and electric wires and for similar purposes and also for the purpose of cutting off the supply of water and electricity etc., to the 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.
- 27) The common areas and facilities shall remain undivided and no Apartment owner including Purchaser/s shall bring any action for partition or division of any part thereof. Further the Purchaser/s shall not seek partition of undivided share in the Schedule A Property.
- 28) The Purchaser/s shall pay to the Developer or maintenance company or Owners' Association as the case may be, expenses incurred in proportion to the Carpet area of his/her/their Apartment.
 - a) Expenses for maintenance of lifts, pump sets, generators and other machineries, sanitary and electrical connections in **"Shriram Sameeksha Residential Complex"** 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 buildings and for facilities in **"Shriram Sameeksha Residential Complex"**.
 - c) Cost of replacement of electrical fittings and bulbs in all common areas, corridors, basement and open places;
 - d) Expenses for maintenance of the buildings and the land surrounding thereto, white washing and colour washing of common areas, roads, developments, 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, lift operators, plumbers, electricians, gardeners, pumps and generator operators and all other staff appointed;
 - g) Such other expenses which are common in nature and not attributable to any unit in particular but relates to the development in Schedule A Property in general.
- 29) The Purchaser/s shall not claim exclusive rights in the Common Areas and shall not use the common areas for any purpose other than those permitted by this agreement.

SCHEDULE - F
SPECIFICATIONS

- | | | |
|-----|--|--|
| 1. | Super Structure | : Framed structure (Complete RCC wall & Slab System) |
| 2. | Walls
(a) External & Internal wall
** No Internal & External Plastering | : Aluminium formwork (MIVAN/Eq.)
: RCC walls** |
| 3. | Flooring
(a) Vitrified
(b) Ceramic Flooring | : Will be provided in Living, Dinning, Bed Rooms & Kitchen
: Will be provided in Toilet, Balconies & Utility |
| 4. | Ceramic Wall Tiles | : Superior quality glazed tiles in Kitchen upto 2' 0" feet height, Toilet - upto False Ceiling, Utility - upto Sill height |
| 5. | Common Area Flooring / Lift Cladding | : Combination of Vitrified and Granite |
| 6. | Kitchen | : Polished Granite counter with stainless steel sink (Single bowl sink with drain board) |
| 7. | Utility | : Granite Counter with Single bowl sink without drain board |
| 8. | Door
(a) Main Door
(b) Internal Doors | : Teak wood frame with Factory made BST Shutter
: Sal wood frame / Solid core flush Shutter/Masonite Skin Shutter |
| 9. | Windows & Door Cum Window (Living balcony) | : UPVC |
| 10. | Painting
(a) Internal
(b) External | : Oil bound distemper & Semi gloss enamel for Kitchen & Utility
: Textured paint |
| 11. | Sanitary Ware
(a) EWC
(b) WHB | : Constellation / Cascade Model – White
: Counter Wash Basin - 1No. in Dining room |
| 12. | CP Fittings | : Standard C.P. Fittings |
| 13. | Electrical | : Power - 3 KW / Unit (1 & 2 BHK), 4 KW / Unit (3 & above BHK), DG Back up - 500W / Unit |
| 14. | Electrical Switches | : Modular Type |

ANNEXURE 1

PART 1 (i) HEAD : Date of Agreement

(ii) DETAILS :

(iii) REFERENCE TO AGREEMENT : Title Clause

PART 2 (i) HEAD : Purchasers Details

(ii) DETAILS : Purchaser 1

Name :

Son of / Wife of / Daughter of :

Age :

Residence Address :

Indian Permanent Account Number :

Email ID:

Passport Number :

Purchaser 2

Name :

Son of / Wife of / Daughter of :

Age :

Residence Address :

Indian Permanent Account Number :

Email ID:

Passport Number :

(iii) REFERENCE TO AGREEMENT : Title Clause

PART	HEAD	DETAILS	REFERENCE TO AGREEMENT
3.	Undivided Share in Schedule 'A' Property	_____ Sq.ft (_____ Sq.mt)	Schedule B (Schedule B Property)
4.	Description of Apartment to be constructed		Schedule C (Schedule C Apartment)
	Allotment letter Number and Date		
	Property Unique Number		
	Block Number (as mentioned in Building License and Sanctioned Plan dated 1.06.2013 issued by BBMP)		
	Tower Number		
	Apartment Number	_____ (under construction)	
	Unit Type	_____ Bedrooms	
	Floor		
	Carpet Area	_____ Sq.ft	
	Total number of Open Car Parking Space allotted	_____ (Exclusive right to use only)	
	Total number of Covered Car Parking Space allotted	_____ (Exclusive right to use only)	
	10.764 Square Feet = 1 Square Meter The Carpet area includes proportionate share in common area and / or other areas used in common by other PURCHASER/S in the Residential Apartment Complex known as ‘Shriram Sameeksha Residential Complex’, being constructed on Schedule A Property by the DEVELOPER.		

Presently the Title Deeds of the Schedule A Property is mortgaged by the Owner and Apartments falling to the share of Developer as per Allocation Agreement dated 25.07.2013 is mortgaged by the Developer to Aditya Birla Finance Limited, Bangalore. The Developer agrees to get NOC from the Aditya Birla Finance Limited in respect of Schedule B and C Property on / before the execution of sale deed in favour of Purchaser/s or on availing Housing Loan by the Purchaser/s.

ANNEXURE 2

I. PAYMENT SCHEDULE TOWARDS CONSTRUCTION:

Sl. No.	Payment Schedule	%	Amount Payable (in Rs.)	Amount Paid (in Rs.)	Balance Amount payable (in Rupees)
1	a) On Execution of Agreements				
	b) On or before one month from the date of Agreement (*)				
2	On Foundation				
3	On Completion of Basement Slab				
4	On Completion of Second Floor Slab				
5	On Completion of Fourth Floor Slab				
6	On Completion of Sixth Floor Slab				
7	On Completion of Terrace				
8	On Completion of Flooring				
9	On Completion of Painting				
10	On Completion of Fixtures				
11	To be paid prior to Registration				
	Total				

(*) failing which this agreement is liable to be cancelled

IMPT: GST, TDS as may be levied by the Government to be paid along with the respective instalment at applicable rate on demand

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

a) (i) Approximate cost towards providing Electricity :

Rs._____ (Rupees _____Only) per Sq.ft. of Carpet Area. This cost is towards internal infrastructure for providing electricity and initial deposits to be made to the Authority. In case of upward revision of charges and deposits the same shall be borne and paid by the First Party through the Developer to the Authority.

(ii) Approximate cost towards providing water supply :

Rs._____ (Rupees _____Only) per Sq.ft. of Carpet Area. The cost is towards internal infrastructure, initial deposits for providing water supply. As and when the BWSSB provides the water the necessary charges, deposits impact fee (if any), betterment charges (if any) has to be borne and paid by the First Party to the Governmental Authority, BWSSB through the Developer.

b) Common Solar Water Heater system : Rs._____ /- (Rupees _____Only)

c) Common STP & Solid Waste Converter : Rs._____/ - (Rupees _____Only)

d) Club House Membership Fee (including VAT & ST) :

Rs._____ /- (Rupees _____Only)

Club House Membership fee is a onetime non-refundable/non-transferable charges. Usage fee if decided by the Association at a later date is to be paid by the Purchaser/s. Till handing over Residential Complex to Association no usage fee is charged.

e) Maintenance Charges @ Rs._____ per sq.ft of Carpet Area for ____ months :

To be paid for a period of 18 months computed from 15th day of letter of intimation of completion of Apartment. This is towards Maintenance of Security, House Keeping and Electricity in common Areas, DG Back up, Water, Running of STP, RO Plant and Solid Waste Converter. After the expiry of _____ months, maintenance charges will be paid as per the Demand by the Developer till the Residential Project is handed over to the duly constituted Apartments Owners Association in accordance with Karnataka Apartment Ownership Act 1972.

- f) Corpus Fund :** Rs._____/ - (Rupees _____Only)
- g) Co-ordination fee towards applying and ensuring the process for obtainment of Khata :**
 (i) Rs._____/ - (Rupees _____Only) towards co-ordination fee
 (ii) Payment of khata fee & property tax, at Actuals
- h) Registration charges and Stamp Duty charges as applicable on the day of registration :**
 At Actuals (to be paid before Registration)
- i) Stamp duty for Agreements :** At Actuals

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

IN WITNESS WHEREOF, PARTIES HEREIN HAVE AFFIXED THEIR RESPECTIVE SIGNATURES TO THESE PRESENTS IN PRESENCE OF WITNESSES ATTESTING HEREUNDER ON THE DAY, MONTH AND YEAR FIRST ABOVE MENTIONED.

FIRST PARTY

FOR AND ON BEHALF OF SECOND PARTY

1. _____

For Shriram Properties Private Limited

2. _____

Authorised Signatory

NAME : _____

IN THE PRESENCE OF FOLLOWING WITNESSES

1.

Name. _____

Address. _____

2.

Name. _____

Address. _____

