

Agreement of Sale

THIS INDENTURE OF AGREEMENT is made and executed on this day of **November 2017** at Bangalore

BETWEEN

M/s. ASWAN VENTURES (PAN:AAZFA6309D), a Partnership firm, having its Principal place of business at Nos.35/1, Yellappa Chetty Layout, Ulsoor Road, Bangalore -560042, represented herein by its Partner **Mr. Muzzakir Hussain**, hereinafter called the “**VENDORS**” (which term shall where the context so admits be deemed to include its successors-in-office and assigns) of the One Part:

AND

hereinafter called the “**PURCHASER/S**” (which term shall where the context so admits be deemed to include his/her/their heirs, executors, administrators, legal representatives and assigns) of the Other Part:

WHEREAS the Composite Immovable Property consisting of two portions i.e., 16 Guntas in Sy. No.43/1 and two sites measuring 4600 Sq. ft., in Sy. No.43/5 both of Pattandur Agrahara Village, K.R. Puram Hobli, Bangalore East Taluk, totally measuring 22,024 Sq. ft., was purchased by M/s. Aswan Ventures, under two sale deeds as follows:-

- a) Immovable Property being non-agricultural converted vacant land measuring 16 Guntas in extent in Survey No.43/1 of Pattandur Agrahara Village, K.R. Puram Hobli, Bangalore East Taluk, under a Sale Deed dated 7th May 2014, Registered as No.541/14-15 in

Book-I stored in C.D.No.SHVD178 in the Office of the Sub-Registrar, Shivajinagar, Bangalore.

- b) Immovable Property being Residential Sites bearing Nos.24 & 25 formed in Sy. No.43/5 of Pattandur Agrahara Village, K.R. Puram Hobli, Bangalore East Taluk, totally measuring 4600 Sq. ft., under a Sale Deed dated 7th May 2014, Registered as No.540/14-15 in Book-I stored in C.D.No.SHVD178 in the Office of the Sub-Registrar, Shivajinagar, Bangalore.

AND WHEREAS the aforesaid Composite Property totally measuring 22,024 Sq. ft., which was under the folds of the Bruhat Bangalore Mahanagara Palike, were assessed to municipal taxes and clubbed into one Composite Municipal No.54, (Sl. No.1436, Sy. No.43/1), Pattandur Agrahara, in Corporation Ward No.83, Bangalore, under a Special Notice No.BBMP/ARO/KTR/180/14-15 dated 14/11/2014 issued by the Assistant Revenue Officer, Whitefield Sub-Division, Mahadevapura Ward, Bruhat Bangalore Mahanagara Palike and Khata was registered in the name of the said M/s. Aswan Ventures.

AND WHEREAS the Khata of the aforesaid Composite Property bearing Corporation No.54 (Sl. No.1436, Sy. No.43/1), Pattandur Agrahara, Bangalore, stands in the name of said M/s. Aswan Ventures, as per the Extract dated 14/11/2014 issued for the year 2014-15 by the Assistant Revenue Officer, Whitefield Sub-Division, Bruhat Bangalore Mahanagara Palike.

AND WHEREAS the said M/s. Aswan Ventures, sold a small portion on the Eastern side measuring 42' x 15' = 630 Sq. ft., of the aforesaid composite property in favour of Mr.Muddasir Hussain, under a Sale Deed dated 19th November 2014, registered as No.2701/14-15, in Book-I in the Office of the Sub-Registrar, Shivajinagar, Bangalore, retaining the major portion measuring 21394 Sq. ft.

AND WHEREAS the Bruhat Bangalore Mahanagara Palike by a Special Notice dated 29/12/2014 issued by the Assistant Revenue Officer, Whitefield Sub-Division, bifurcated and retained the existing Corporation No.54, Pattandur Agrahara, Bangalore, to the portion retained by M/s. Aswan Ventures and continued the khata.

AND WHEREAS the said M/s. Aswan Ventures, the Vendor herein, is now thus the sole and absolute owner of the aforesaid property, which is now

known as and bearing Corporation No.54 (Sl. No.1436, Sy. No.43/1), situated in Pattandur Agrahara, in Corporation Ward No.83, Bangalore, totally measuring 21394 Sq. ft., which is more particularly mentioned and described in the Schedule 'A' hereunder written, which for the sake of brevity shall hereinafter be referred to as **"SCHEDULE 'A' PROPERTY"**.

AND WHEREAS the Khata of the Schedule 'A' Property continues to stand in the name of the Vendors as per the Certificate dated 29/12/2014 issued by the Assistant Revenue Officer, Whitefield Sub-Division, Bruhat Bangalore Mahanagara Palike.

AND WHEREAS the Vendors have been in absolute possession and enjoyment of the Composite Property from the date of its purchase and are fully entitled to develop, sell, transfer or otherwise deal with the same in any manner at their absolute discretion.

AND WHEREAS the Vendors have decided to develop the Schedule 'A' Property into a Multistoried Residential Apartment Building.

AND WHEREAS the Vendors have applied and obtained sanctioned Plan vide L. P. No.0383/14-15 dated 10/8/2015 issued by the Joint Director (Town Planning-North), Bruhat Bangalore Mahanagara Palike.

AND WHEREAS the Vendors are thus promoting and constructing a multistoried Residential Apartment Building under the name and style of "**THE MARQUIS**" comprising of Basement for car parking space, Ground Floor consisting of 3 Apartments bearing Nos. G1, G2 & G3, First Floor consisting of 5 Apartments bearing Nos. 101 to 105, Second Floor consisting of 5 Apartments bearing Nos. 201 to 205, Third Floor consisting of 5 Apartments bearing Nos. 301 to 305 and Fourth Floor consisting of 5 Apartments bearing Nos. 401 to 405 and Fifth Floor consisting of 5 Apartments bearing Nos.501 to 505 with a common Gym& swimming pool (hereinafter referred to as the said scheme).

AND WHEREAS as per the final said scheme the Schedule 'A' Property is being developed into a multistoried Building named as "**THE MARQUIS**" comprising of Apartments, where under a person interested in acquiring an Apartment in the building to be constructed on the Schedule 'A' Property shall acquire a specific undivided share, right, title and interest in the land covered by the Schedule 'A' Property by virtue whereof such person shall be granted the right to get constructed, own and enjoy a specific Apartment allotted to him with all matters of common concern, share, amenities, facilities, liabilities etc., being looked after in term of an overall scheme and upon the completion of the said scheme, the land covered by the Schedule 'A' Property will be owned by all such persons owning the Apartment therein as Co-owners and individual Apartments as absolute owners.

AND WHEREAS undivided shares to be transferred in respect of each of the Apartment as per the above scheme have been worked out based on the built up area, car parking, garden space.

AND WHEREAS the Vendors are entering into an Agreement for the sale of the undivided share in the land and also to construct and transfer individual apartments to the prospective purchaser.

AND WHEREAS the Purchasers herein are interested in acquiring one of the apartments in the said project and have joined the scheme.

AND WHEREAS the Purchasers have inspected all the documents of title of the property in possession of the Vendors as well as the plans, specifications, site inspection and all other documents/requirements relating to the property and the project and having satisfied on the validity of the title and feasibility of the project has agreed to acquire one of the Apartment in the said building.

AND WHEREAS the Vendors have now agreed to :

- I. Sell and convey **Sq. ft.** of undivided share in the land comprised in the Schedule 'A' Property, more fully mentioned and described in Item No. I of the Schedule 'B' hereunder written
- II. Construct and transfer Apartment bearing **No. on Floor**, having a super built up area of **Sq. ft.** along with one covered car parking space in the Basement of the said building known as "**THE MARQUIS**" being completed on Schedule 'A' Property with proportionate share in all the common areas and facilities, which is more particularly mentioned and described in Item No. II of the Schedule 'B' hereunder written

Item No. I & II for the sake of brevity shall hereinafter collectively be referred to as "**SCHEDULE 'B' PROPERTY**".

AND WHEREAS the Vendor has also provided the club facilities and other amenities to be used in common with the other purchasers.

AND WHEREAS the Schedule 'B' Property being a part of the said building, the parties agree to abide by the terms and condition mentioned in Schedule 'D' to 'G'.

AND WHEREAS the parties have agreed to reduce all the terms and conditions for the transfer of Schedule 'B' Property in favour of the Purchasers as hereunder :

NOW THIS AGREEMENT WITNESSETH BETWEEN THE PARTIES AS FOLLOWS:

SCHEME :

1. (a) The Vendors are promoting and constructing a multistoried Residential Apartment Building under the name and style of “**THE MARQUIS**” comprising of Basement for car parking space, comprising of Basement for car parking space, Ground Floor consisting of 3 Apartments bearing Nos. G1, G2 & G3, First Floor consisting of 5 Apartments bearing Nos. 101 to 105, Second Floor consisting of 5 Apartments bearing Nos. 201 to 205, Third Floor consisting of 5 Apartments bearing Nos. 301 to 305 and Fourth Floor consisting of 5 Apartments bearing Nos. 401 to 405 and Fifth Floor consisting of 5 Apartments bearing Nos. 501 to 505 and with a swimming pool and Gym (hereinafter referred to as the said scheme).
- (b) The Purchasers have visited the site, verified the plans and other clearances obtained, inspected the construction and have satisfied themselves.

CONSIDERATION :

2. (a) The Vendors shall sell and convey the Item No. I & II of the Schedule ‘B’ Property in favour of the Purchasers for a total sale consideration of Rs...../- more fully described and mentioned in Annexure – I enclosed herein.
- (b) It is also agreed between the Vendors and the Purchasers that apart from the above, the Purchasers shall pay to the Vendors the expenses towards GST, Bescom & BWSSB connections, Club charges, interest free maintenance deposits and corpus fund more fully described and mentioned in Annexure – I enclosed herein.
- (c) Apart from the above the Purchasers shall also pay the stamp duty, registration charges and legal expenses as per actuals at the time of registration of the sale deed.

PAYMENT SCHEDULE, DELAY & DEFAULT

3. (a) It is hereby agreed that the Purchasers shall pay the total amount as per Annexure – I without default or delay. The Purchasers are fully aware that the default in payment of the said amount would affect the entire project as envisaged, as such. the Purchaser assures the Vendors that there will not be any default / delay in payment of any of the installments as mentioned in Annexure – I

(b) In the event of any delay or default by the Purchasers to pay the said amount as per the Annexure – I, the Vendors shall at their discretion entitled for the following :

- (i) Charge interest on the defaulted installment @ 18% p.a. from the date of default to the date of payment, which shall be only a period not exceeding 60 days from the date of such payment. On expiry of the said 60 days of period, the Vendors shall issue a notice calling upon the Purchaser to pay the arrears of the amount due with interest for the delayed payment

OR

- (ii) If the Purchaser fails to clear all the arrears with interest within 60 days, the Vendors shall issue a 15 day notice demanding the payment of the amount due with interest.
- (iii) In the event, if the Purchaser again fails to pay the amounts due with interest in spite of receiving the notice, the Vendors at their option shall be entitled to terminate this Agreement.
- (iv) In the event of such termination, due to the default committed by the Purchasers, the Vendors shall be entitled to recover from the Purchasers 15% of the total value of the Schedule 'B' Property and adjust it as liquidated damages by adjusting the same against the amount paid by the Purchasers till the date of termination and refunding the balance if any within 60 Days from the date of termination.

- (v) Upon termination of this Agreement the Purchasers shall not have any claims over the Schedule 'B' Property and / or Vendors. The Vendors shall be free to deal with the same as they may deem fit for their own benefit without reference to Purchasers. If however, the Purchasers pays up the arrears with the agreed rate of interest for delay in making the payment within the time stipulated in the notice of termination, the right to terminate the agreement would lapse for such default alone and this agreement continues to be valid.

COMPLETION & POSSESSION

- 4. (a) The Vendors hereby agree and undertake to complete the said project and handover the possession of the schedule 'B' Property to the Purchasers on or before 31st December 2018 with a grace period of **Three Months**. Though every effort will be made to deliver within the stipulated time, no responsibility will be accepted by the Vendors for delays in obtaining such connections, clearances, occupancy and other certificates from the statutory authorities and owner shall not be entitled to claim any damage/losses against the Vendors on the ground of such delay. The Vendors shall not be liable if they are unable to complete the construction of the said building and/or the Schedule Apartment and deliver possession by the aforesaid date by reason of non-availability of Cement, Steel and other construction materials, civil commotion or by any act of God or if the delay is as a result of any Rule, Notification of the Government, Municipal Authority, any Court and/or any other Public or Competent Authority prohibiting construction activities or for reasons beyond the control of the Vendors and in any of the aforesaid events, the Vendors shall be entitled to reasonable extension of time for delivery and possession of the completed premises and the monies till then paid by the Purchasers under this Agreement shall not be asked to be refunded. The Possession of the Schedule 'B' Property will be delivered to the Purchasers by the Vendors after the same is ready for use and occupation provided all the amounts due and payable by the Purchasers under this Agreement are cleared. The Purchasers will be qualified to take possession of the Apartment in the Schedule 'B' herein after paying in full all the dues including various deposits

mentioned in this Agreement and overdue interest (time being the essence of this contract in that behalf).

(b) The Purchasers shall be liable to bear and pay all outgoing expenses in respect of Schedule 'B' Property all the taxes and charges including for electricity, water and other common services and proportionate share of common services and amenities relating thereto. That from the date of receipt, by the Purchasers, of the notice from the Vendor to take possession of the Schedule 'B' Property, pay to the Vendor proportionate deposits which the Vendor informs towards municipal taxes, wages for the persons appointed by the Vendors to manage and look after the building (such as Estate Officer, Liftmen, Watchmen, Security Guards, Gardeners, Plumbers, Electricians, Sweepers and etc.,) other outgoing and expenses and the said deposits shall not carry any interest. The Purchasers hereby authorize the Vendors to use and appropriate such deposits towards expenses necessary and incidental to the management and proper maintenance of the said buildings being constructed on the Schedule 'A' Property.

(c) The Vendors hereby agrees that they are liable to pay to the Purchasers interest @% **per annum** on the amount paid under this Agreement for any delay in delivery of possession of the Schedule 'B' Property, not attributable to any of the reasons stated above, after the lapse of the grace period, provided the Purchasers have paid all the amounts payable as the payment schedule.

(d) The Purchaser/s shall be liable to pay the property tax in respect of the schedule property as agreed to purchase herein from the date of registration of the Sale Deed or taking possession of the said property whichever is earlier.

DOCUMENTS AND EXECUTION OF SALE DEED

5. (a) The Vendors have delivered one set of photo copies of the documents of title pertaining to the Schedule 'A' Property. The Original shall be retained and handed over to the Association to be formed.

(b) The Purchasers hereby covenants that they have got the documents scrutinized, inspected the site, approved the plans and is satisfied about the title and scheme of the Vendors and shall not demand any further documents/requisitions.

(c) The Vendors shall execute the sale deed in favour of the Purchasers on delivery of the possession and payment of entire amount as agreed under this Agreement.

(d) The Purchasers shall as and when required pay and bear all stamp duty, registration charges, legal expenses, Association deposits and other statutory deposits in respect of the final deed of sale and taking of the possession.

(e) The Purchasers hereby agrees to pay such transfer charges, stamp duty, registration charges, legal expenses etc., as per the law in force and also pay such other amounts if it being necessary on account of any promulgation of any Act, ordinance, circular rules and changes in laws.

DEPOSITS & OTHER EXPENSES

6. (a) The Purchasers as agreed above shall pay such BESCOM Deposits, BWSSB Deposits, cost, charges, sales tax, VAT, service tax as applicable, registration/Association fee, general expenses as insurances, Municipal expenses, motor maintenance charges, , maintenance charges, expenses connected for obtaining separate numbers, share of charges towards the cost of installation of the transformer, generator as required by the Department, expenses connected with the professional fee/legal fee or the Advocate in respect of preparation of the Agreements, Sale Deed/s etc.

(b) All the above expenses to be paid before the completion of the Apartment and handing over of the possession and execution of the sale deed.

(c) The Purchasers shall keep deposited with the Vendors interest free maintenance deposit as above apart from the aforesaid consideration payable on possession of the Apartment and the unspent amount will remain with the Vendors until the owners association is constituted as aforesaid. The Purchasers shall continue to pay the outgoing as above until the Association is formed.

GENERAL

7. That the Vendors do hereby covenant with the Purchasers, that they have good and perfect title to convey the Schedule 'B' Property hereby agreed to be sold, conveyed and transferred to the Purchasers in the manner herein provided.
8. That the Vendors do hereby declare that there is no trusts, attachments, lis pendens, claims and/or demands whatsoever now subsisting on the Schedule 'A' Property and that the same is not the subject matter of any suit or litigation.
9. The Vendors covenants that they are absolutely entitled to deal with the Schedule 'A' Property, the project or any part thereof in any manner at their absolute discretion.
10. The Purchasers hereby covenant with the Vendors that the Purchasers will own and enjoy the undivided share, right, title and interest in the Schedule 'B' Property herein agreed to be sold in common with the other owners of the undivided share, right, title and interest in the land together with their respective Apartments and shall not seek any partition or separate possession of the undivided share.
11. It is specifically agreed between the Vendors and the Purchasers that the Purchasers shall be entitled only to the Schedule 'B' Property as absolute owner and in no way shall be interest or shall have any objection whatsoever for the use by the owners of the other Apartments that has been built and sold. The common amenities that will be used as common amenities only along with other owners and the Third Party shall not lay any claims on other specific or separate amenities provided to other owners for consideration.
12. The Purchasers shall use the Schedule 'B' Property for Residential purposes only and shall not seek for partition and separate possession.
13. That the Vendors, transferees of the Apartments, assignees or any person or persons claiming through or in trust for the Vendors shall become the member of the Apartment Owners Association to be

- formed under the Karnataka Apartment Ownership Act in force as and when called upon by the Vendors and shall observe and perform the terms and conditions, rules and regulations of the association. The said association shall carry on the maintenance and management Common association of the said building at the cost of all the occupant of the building. The Purchasers shall pay such maintenance charges etc., as and when demanded.
14. The Vendors will be entitled if necessary to deviate in a minor way from the said plan and specifications without obtaining the permission in writing of the Purchasers provided in doing so, the interest of the Purchasers shall not be adversely affected.
 15. It is hereby agreed that the name of the multistoried Residential Apartment Building constructed on the Schedule 'A' Property shall always be known as "**THE MARQUIS**" and the name shall not be changed or altered on any account whatsoever until and unless so desired by the Vendors.
 16. The Purchasers herein shall sign and execute declaration, affidavits, undertakings papers and documents, required and also for the electricity board (Bescom) water supply board (B.W.S.S.B.), BBMP, Bangalore Development Authority or such other authorities as may be required by the Vendors.
 17. The Vendors shall not be responsible for any defect in the building or any fittings noticed after a period of 6 Months from the date of handing over the possession of the Apartment. However, small hair cracks in plaster masonry is to be expected.
 18. It is hereby agreed between the parties that the Vendors shall have absolute power to deal with the remaining part of the building on the Schedule 'A' Property or otherwise on such terms and conditions at their absolute discretion.
 19. It is hereby agreed between the parties that in the event the Purchasers intends to have additional works or specifications to be done apart from the standard specifications mentioned hereunder, in such event the Purchasers shall be at liberty to get the same done by the First Party by paying extra cost at the rates mutually agreed upon by prior consultation.

20. The Purchasers shall be entitled to assign, transfer or convey the rights under this agreement to any person or persons after payment of all the money due under this agreement and other dues of whatsoever nature to the Vendors along with any transfer fee of Rs 50/- per Sq. ft., to the Vendors and with consent in writing of the Vendors.
21. The Vendors shall have first charge and lien on the Schedule 'B' Property until the entire consideration is paid by the Purchasers and compliance of all the terms and conditions under this agreement.

22. The Purchasers shall have no objection whatsoever for the Vendors retaining/transferring the unsold Apartments with undivided share, car parking spaces, open terrace or open set back not allotted and to use and/or transfer the same in any manner at their discretion. The set back on the four sides of the building is not considered as common area including terrace space allotted to separate parties. The Purchasers has given irrevocable consent in this behalf and for the use of the same by the prospective transferees.
23. The Vendors reserves the right to make any change in outer elevation of the building before the completion of the building and delivery of the possession.
24. The Vendors reserves the right to allot, alter, increase or decrease the undivided share to be transferred in favour of the Purchasers before the registration of the Sale Deed, if required.
25. The Schedule 'B' Property being a part of the Residential Apartment Complex, the Vendors and the Purchasers agree to abide all the terms and conditions mentioned in Schedule 'D' to 'G' hereunder which shall be part and parcel of sale and run with the land.
26. Any delay or indulgence by the Vendors in enforcing the terms of this agreement or any forbearances or giving of time to the Purchasers shall not be construed as a waiver on the part of the Vendors for breach of non compliance of any of the terms and conditions of this agreement
27. Any Notice or correspondence to be sent to either parties under this Agreement shall be addressed and sent to their respective addresses mentioned in this Agreement and such notices and correspondences are deemed to have been served on the parties if addressed sent by certificate of posting or by courier. Any change in address shall be intimated in writing by either party.

DISPUTE/RELIEF

28. In the event of any disputes between the parties hereto the same shall be settled through arbitration according to Arbitration and Conciliation Act 1996 in force.

and/or

Either party shall be entitled to enforce specific performance of the contract

The Jurisdiction for legal matters shall be the courts in Bangalore.

Abstract

- Schedule 'A' : Description of the Entire Property**
- Schedule 'B' : Description of the Undivided share and the Apartment**
- Annexure – I : Statement for the balance payment**
- Annexure – II : Specifications (Schedule 'C')**
- Annexure – III : Typical Floor Plan (Schedule 'C')**

SCHEDULE 'A' OF THE PROPERTY **(Composite Property)**

All that piece and parcel of Composite immovable property which is now known as and bearing Corporation No.54 (Sl. No.1436, Sy. No.41), situated in Pattandur Agrahara, in Corporation Ward No.83, Bangalore, bounded on the

East by : Private Property belonging to Mr. Muddasir Hussain
West by : Whitefield Main Road
North by : Private Property
South by : Private Property

Totally measuring 21,394 Sq. ft., which is to be conveyed as undivided share to different purchasers.

SCHEDULE 'B' HEREINBEFORE REFERRED TO
(Agreed to be conveyed/transferred)

(Item No. I)

All that piece and parcel of Immovable Property being proportionate **Sq. ft.** of undivided share, right, title and interest in the land comprised in the composite property which is now known as and bearing Corporation No.54 (Sl. No.1436, Sy. No.41), situated in Pattandur Agrahara, in Corporation Ward No.83, Bangalore, more fully mentioned and described in the Schedule 'A' above.

The total site area of the Undivided share works out to **Sq. ft.**

(Item No. II)

All that piece and parcel of Immovable Property being a Bed Room Apartment bearing **No. on Floor, having a super built up area of Sq. ft.**, along with one car parking space in the Basement of the multistoried Residential Apartment Building known as "**THE MARQUIS**" being promoted and constructed at premises now known as and bearing Corporation No.54 (Sl. No.1436, Sy. No.41), situated in Pattandur Agrahara, in Corporation Ward No.83, Bangalore, more fully mentioned and described in the Schedule 'A' above with proportionate share and entitled to all the common areas, lobbies, stair-case, swimming pool, Gym, and all other amenities and facilities, with rights to pass through all the common passage leading to the main road and free for egress and ingress at all times.

The typical floor plan of the Apartment and the specifications, amenities and common areas are detailed in **Schedule 'C'** hereunder.

Schedule – C

The Specifications, amenities and common areas provided in the above project is as per Annexure – II hereunder

The Typical floor plan of the Apartment is annexed as **Annexure-III** hereunder

SCHEDULE 'D' RESTRICTION ON THE RIGHT OF THE PURCHASERS

The Purchasers so as to bind himself, his successor-in- interest, heirs, legal representatives and assign with the consideration of promotions and protecting his rights and interest as the owner of the construction described in the Schedule 'B' above and in consideration of the covenants of (Vendors) binding on the owners of other undivided interest in the property described in the Schedule 'A' and the construction thereon, doth hereby agree to the following covenants:

1. Not to raise any construction in addition to that mentioned in Schedule 'B' as above.
2. Not to use or permit the use of the construction referred to in Schedule 'B' above in a manner which would diminish the value of the utility in the property described in the Schedule 'A' above any consideration made thereon.
3. Not to use the space in the land described in Schedule 'A' above left open after the construction referred to in Schedule 'B' above for parking any vehicles or to use the same in any manner which might cause hindrance for the free ingress or to egress from any other part of the construction.
4. Not to default in the payment of any taxes or levies to be shared by the other owners of the property described in Schedule 'A' above or expenses to be shared by owners of construction thereon any specified part thereof provided such taxes or levies become leviable from the date of occupation.

5. Not to decorate/alter the exterior part of the property otherwise than in the manner agreed by atleast two third majority of the owners of the building on the land described under Schedule 'A' above.

6. Not to make any arrangement for maintaining of the building referred to in Schedule 'B' above and for ensuring common amenities herein for the benefit of all concerning other than that agreed to by two third majority of all apartment owners.

7. The Purchasers shall have no objection whatsoever for the Vendors to handover the common area and facilities to the common organization or association as soon as it is formed and pending registration of the same the Vendors shall retain the same and the Purchasers have given their specific consent to this undertaking on their behalf.

SCHEDULE 'E'

1. Full right and liberty for the Purchasers in common with all other persons entitled, permitted or authorized to like rights, at all the times of the day or night and for all purpose to go, pass and re-pass all the lobbies, lifts, staircase and passages inside and out side the building and construction described in the Schedule hereto.

2. Full right and liberty to the Purchasers in common with all other persons with or without motor cars or other permitted vehicles at all times, day and night and for all purpose to pass and re-pass over the land appurtenant to the building constructed in the land described in the Schedule 'A' above.

3. The right to subjacent and lateral support and shelter and protection from the other parts of the aforesaid building from the side and roof thereof.

4. The free and uninterrupted passage of running water, soil, gas and electricity from and to the construction, through sewers, drain and water courses cables, pipes and wires which now are on may at any time hereafter be under or passing through the building or any part thereof.

5. Right of passage for the Purchasers and the Purchaser's agents or workmen to the other parts of the building at all reasonable times (on the

notice) to where the water tanks/borewells are situated for the purpose of cleaning or repairing or maintaining the same.

6. Right of passage for the Purchasers, his/her/their agents or workmen to the other parts of the buildings at all reasonable times (on notice) to enter into and upon other parts of the building for the purpose of repairing, cleaning, maintaining or renewing any such sewers, drains and water courses cables, pipes and wires causing as little disturbance as possible and for making good and damage caused.

7. To lay cables or wire through common walls or passage for telephone installation, however respecting the equal right of the other thereof.

8. The right for the Purchasers servants, workmen and others at all reasonable times (on notice) to enter into and upon other parts of the said building for the repairing, maintaining, renewing, the construction referred to in Schedule 'B' hereto or any part of the building giving subjacent or lateral support, shelter or protection to the construction thereof.

9. Right to deal or any of the acts aforesaid without notice in the case of emergency.

10. Any dispute regarding any right of use of space way of re-entry or use of common premises, shall be entitled to be settled by the association or by the Vendors on the basis of majority of the votes of the other owners of the premises.

SCHEDULE 'F' **(Common expenses to be shared)**

The Purchasers in proportion of his/her/their shares, along with other purchasers in proportion of their shares shall be deemed to have accepted the following expenses,

1. All rates and outgoing payable in respect of the land described in the Schedule 'A' hereto and the building thereon.

2. The expenses of routine maintenance including painting white - washing, cleaning etc., and provision of the common service to the building as set out below:-

- a) Maintenance of lifts, pumpsets and other machineries, sanitary and electrical lines common to the building.
- b) Payment of electrical and water charges for common services.
- c) Replacement of bulbs in corridors and in other common areas
- d) Maintenance of garden, potted plants in the building and common areas
- e) Provision of watchman, lifts operators, pumps operator and other security including staff.

till such time as the formation of a association is registered, the services mentioned in the above clause will be carried out by the Vendors thereafter decision taken by the majority of the owners and the interpretation of this clause would be determined by the decision of the majority of owners and repairs/maintenance of the work carried out against payment of such sums as may be determined by them from time to time.

Should a owner (Purchasers) default payment due for any common expenses, benefits or amenities, the Vendors or association of the owners, shall have the right to decide.

SCHEDULE 'G'

The Vendors hereby covenant with the Purchasers as follows:-

1. The Vendors will require every person to whom they shall hereinafter construct any construction comprised in the said building to covenant and observe the restrictions set forth in the Schedule above.
2. That the Vendors and the assignees claiming under through or in trust for the Vendors for the building or any party thereof will always respect the right of the Purchasers mentioned in this agreement and the Schedule 'D' in particular.
3. The Vendors hereafter shall sincerely follow the covenants herein contained and shall not contract to confer any right not reserved for the Purchasers herein nor shall they contract to exclude for the other owners any burden expressed to be shared by the Purchasers.
4. The Vendors accept and agree that any covenants by the Vendors in future in any agreement or document reducing or altering the rights of the Purchasers or imposing on the Purchasers any restriction not found hereinbefore shall be void.
5. The Vendors shall give inspection of all the title deeds relating to the property retained with them at the request of the Purchasers or his/her/their nominee at all reasonable times.

IN WITNESS WHEREOF the **VENDORS** have hereunto set their respective hands the day, month and year first hereinabove written.

WITNESSES:

1.

VENDORS

2.

PURCHASERS

**THE MARQUIS
ANNEXURE - I**

	Consideration for Item No. I Property	
	Consideration for Item No. II Property	
	Total Consideration	
	Taxes - GST	
	Deposits	
	Stamp duty & registration	On actuals
	Payment Received on date vide Receipt Nos.....	
	Balance Receivable	
<u>PAYMENT SCHEDULE FOR THE BALANCE AMOUNT</u>		
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
	Total Cost	

