

PROFARMA OF AGREEMENT FOR SALE

This Agreement for Sale entered at Bangalore on this _____ day of _____,
Two Thousand and Sixteen (____.____.2016)

BETWEEN _____ :

M/S PARAAG CONSTRUCTIONS AND DEVELOPERS, a partnership firm having its registered office at Municipal No.5/1, Raja Ram Mohan Roy Road (earlier known as Sampangi Tank Road), Ward No.77, Sampangiramnagar, Bangalore.

Represented by its partner M/s Century Joint Developments Private Limited , represented by its Authorised Signatory _____.

(hereinafter referred to as the "VENDOR", which expression shall, wherever the context so requires or admits, mean and include, the Partners from time to time and their respective heirs, executors, administrators and permitted assigns)

AND _____ :

Mr _____, aged about ____ years, S/O Mr. _____,
Pan No _____ and

Residing at: _____.

(hereinafter referred to as "PURCHASER" which expression shall, wherever the context so requires or admits, mean and include his/her/their heirs, executors, administrators, successor in title from time to time and permitted assigns)

WITNESSES AS FOLLOWS:

- I. WHEREAS the Vendor is the sole and absolute owner of all that piece and parcel of immovable property bearing Municipal No.2, PID No.77-5-2, (earlier Municipal No.2 and 5/1) Raja Ram Mohan Roy Road, Ward No. 77, Bangalore measuring to an extent of 49,592 sq ft, morefully set out in the Schedule "A" hereto and hereinafter referred to as "**Schedule A Property**";

- II. WHEREAS the Vendor has formed a scheme of developing the Schedule 'A' Property into a multi-storey Residential building consisting of 2 levels of basement and G + 4 Upper Floors with common entrances, lobbies, staircase, passages, lifts in the building (hereinafter referred to as the "**Building/Development**") and whereas under the said scheme of development, persons interested in owning an apartment can purchase undivided share in the Schedule 'A' Property from the Vendor and have an apartment constructed under a separate agreement from the Vendor ("**the Scheme**");
- III. WHEREAS the Vendor will be executing a deed of declaration under the provisions of The Karnataka Apartment Ownership Act 1972 (hereinafter referred to as the "**Said Act**") and rules made there under and submit the Schedule 'A' Property and the development at any stage hereafter and the Vendor shall have the same registered under the said Act and the Purchaser shall be required to abide by the said declaration and bye-laws annexed thereto along with all other Annexures, thereto and the Purchaser shall abide by the same and become the member of the association by signing the required document/s /declaration as called upon by the Vendor;
- IV. WHEREAS the Purchaser, having scrutinized and being satisfied with the title of the Vendor to the Schedule 'A' Property being good and marketable and the right, title and the sanctioned Plans/Development Plans and the scheme that has been formulated by the Vendor for the development of the Schedule 'A' Property, has agreed to join the said Scheme and has approached the Vendor to sell to the Purchaser under the Scheme the undivided share as mentioned in the Schedule 'B' of the Schedule 'A' Property so as to enable the Purchaser to construct an apartment under a separate construction agreement with the Vendor;
- V. WHEREAS having regard to undivided area retained by the Vendor in the Schedule 'A' Property and the number of apartments to be constructed in the Building, the Vendor has agreed to sell to the Purchaser herein and the Purchaser herein has agreed to purchase undivided share in the Schedule 'A' Property under the Scheme, subject to the terms and conditions herein contained.

NOW THIS AGREEMENT FOR SALE WITNESSES AS FOLLOWS:

1. SALE PRICE & PAYMENT:

1.1 That in pursuance of the foregoing and in consideration of the mutual obligations undertaken by the Parties hereto and in consideration of the advance paid this day by the Purchaser, the Vendor agrees to sell and the Purchaser agrees to purchase such undivided share in the Schedule 'A' Property proportionate to the Apartment to be constructed which undivided share shall be recorded in the Deed of Declaration to be executed and conveyed to the Purchaser in the Deed of Sale and hereinafter referred to as Schedule 'B' Property for the sake of brevity and convenience, only to enable the Purchaser to get constructed an apartment corresponding to such undivided share which apartment is more fully set out in the Schedule 'C' hereto and hereinafter referred to as the Schedule 'C' Apartment and the Vendor agrees and undertake to convey Schedule 'B' Property in favour of the Purchaser for a total sale consideration of **Rs. _____/- (Rupees _____ Only)** subject to the compliance of the terms, conditions and covenants herein contained.

1.2 The Purchaser has paid **Rs. _____/- (Rupees _____ Only)**, vide chq no. _____, dated __/__/____, drawn on _____ Bank, to the Vendor drawn in favour of "Paraag Constructions and developers", Out of which **Rs. _____/- (Rupees _____ Only)** is considered towards Land Agreement.

a. The Purchaser has assured the Vendor that the balance of the consideration will be paid by the Purchaser as per the schedule of payment set out in Annexure 'A' hereto, time of payment of each installments being the essence of the contract in view of the Scheme. The Purchaser has to make the payments within 7 days from the date of receiving the intimation from the Vendor. The Vendor has further informed the Purchaser and the Purchaser is fully aware that any default in payments of the balance amount would affect the entire project as envisaged, as there are other purchasers who have joined, and will from time to time join the Scheme to purchase based on the assurance given by the Purchaser that there will not be any delay in payments of the balance of the installment of the sale consideration.

- b. All payments shall be made by Cheque or Demand Draft payable in favour of "M/s Paraag Constructions and Developers " payable at Bangalore. In cases of out station cheque or demand draft or wire transfer, the collection charges, if any will be debited to the Purchaser account and credit for the payment made will be given on net credit of the amount. In case of the first time of a cheque being dishonored, a sum of Rs.5,000/- (Rupees Five Thousand only) would be debited to the Purchaser's account. In the event of a cheque being dishonored for the second time, a sum of Rs.10,000/- (Rupees Ten Thousand Only) would be debited to the Purchaser's account. This is without prejudice to the right of the Vendor to terminate this Agreement as breach on the part of the Purchaser.

2. **CONSEQUENTCES OF DELAY/DEFAULT TO PAY:**

2.1 **The purchaser is expected to make payments within 7 days from the date of receipt of payment intimation sent to the first party from time to time.**In the event of there being any breach of any of the terms of this Agreement or any default by the Purchaser in payment of the sale consideration or any installment thereof on the due dates for whatsoever reasons, it shall be construed as the breach of contract committed by the Purchaser and without prejudice to any other rights the Purchaser agrees that the Vendor at its discretion/option may;

- a. Either continues with this contract and claims the amounts in default/arrears with interest on the defaulted installments at the rate of 1.5% per month from the date of default to the date of payment. In such an event, even after the amounts with interest are paid, the Purchaser will not be entitled to timely possession of the undivided share. In case of the Purchaser becoming due to pay the interests as set out in this clause, the Purchaser agrees that amounts paid by the Purchaser would be first adjusted towards the interests payable by the Purchaser and the balance amount will be adjusted towards the installment due and if there is any shortfall of the installment the Purchaser will be required to pay such shortfall immediately to make up the installment/s which are due and payable. The Purchaser has agreed that acceptance of any delayed installment with interest due thereon shall not be considered as the waiver of the right of the Vendor to terminate this Agreement or for reasons of any subsequent breach of the Purchaser.

-OR-

- b. In the event of the Purchaser not rectifying the breach within 21 days of the notice to rectify the breach, the Vendor at its discretion / option will be entitled to terminate this Agreement and treat a sum equivalent to 20% of the entire sale consideration as forfeited and adjust it as pre-estimated liquidated damages which the Parties agree is the true and reasonable pre-estimated damages that will be suffered by the Vendor as the result of the Purchaser's default. In addition to the pre-estimated liquidated damages, the Vendor will also be entitled to all interest paid and due on overdue payment prior to such termination and the Purchaser will be liable to pay all statutory payments if and when applicable, whether prospectively or retrospectively including VAT, service tax, etc., till the date of such termination. The pre-estimated liquidated damages, the statutory payments, and outstanding interest will be deducted from and out of the money paid by the Purchaser. The Vendor will be entitled to deal with the Schedule 'B' Property, including selling the same to anybody, without any further reference to the Purchaser from the date the Agreement is terminated. The balance money, if any, due to the Purchaser shall be paid within 30 days of the disposal of the Schedule 'B' Property. Against the cancellation of this Agreement by the Vendor, the Purchaser's rights under this Agreement, and also the Construction Agreement for the construction of the Schedule 'C' Apartment executed on the same date, shall stand terminated immediately without any requirement of execution of any further documents.
- c. If the amount of the liquidated damages is more than the amount paid by the Purchaser under this sale Agreement, then, the Vendor will have the right to claim the difference between the amounts paid and the balance of the liquidated damages from the Purchaser.

TERMINATION:

If the Purchaser desires to terminate this Agreement for no cause, the Purchaser shall notify the Vendor about his / her / their / its intent to terminate in writing with acknowledgement and this Agreement along with the Construction Agreement which is executed on the same date as this Agreement shall also stand terminated. On such notification by the Purchaser, the Vendor will be able to sell the undivided share herein under the scheme to any other New Purchaser and on the receipt of the sale consideration the entire amounts so received from the Purchaser will be paid to the Purchaser and the balance will

be appropriated by the Vendor. In case the sale consideration is less than the amounts received from the Purchaser, then in that event the Purchaser will be entitled to that amount only. The amounts paid as statutory payments namely VAT, service tax, etc., till the date of such termination will be non-refundable and not paid to the Purchaser under this clause.

3. **REGISTRATION:**

Apart from the sale consideration agreed to be paid, the Purchaser agrees to pay stamp duty and registration fee as applicable, legal charges, service charges and other charges, as may be fixed by the Vendor at the time of registration and/or at appropriate time.

4. The Purchaser agrees that only after all the payments under this Agreement and the Construction Agreement for the Schedule 'C' Apartment are paid, the Purchaser will be entitled to conveyance and joint possession of the Schedule 'B' Property.
5. The sale of the Schedule 'B' Property is only to enable the Purchaser to get constructed the Schedule 'C' Apartment in terms of Construction Agreement executed simultaneously and only through the Vendor. The Purchaser shall not seek partition or division or separate possession in respect of any portion of the Schedule 'A' Property under any circumstances.

6. **VARIATION IN THE EXTENT:**

The Vendors have informed the Purchaser that the undivided share agreed to be sold hereunder is and will be proportionate to the size of the Schedule 'C' Apartment to be constructed based on the FAR consumed and in case of any modifications or variations in the size of the Schedule 'C' Apartment or there being any change in FAR norms or the Vendor loading TDR which permits the additional construction, the undivided interest shall proportionately stand varied for which the Purchaser has agreed and has no objection for such change in the undivided share, and accordingly the sale deed shall be executed to the said proportionate share of the undivided interest.

7. **RIGHTS AND OBLIGATIONS:**

The Purchaser shall be entitled to the rights enumerated in the Schedule 'D' and shall have the obligations enumerated in Schedule 'E' of the Construction Agreement in regard to the Schedule 'C' Apartment to be constructed by the

Vendor for the Purchaser in the Project and enjoyment of the grounds, common areas and other matters connected therewith and the terms therein are part and parcel of this Agreement for Sale. Any breach of terms of the Construction Agreement shall be construed as breach of this Agreement and vice versa.

8. **NO RIGHT TO OBSTRUCT DEVELOPMENT:**

The Purchaser shall have no right whatsoever to obstruct or hinder, on any ground the progress of the construction of the Tower or any part thereof done by the Vendor herein in any other parts of the Schedule 'A' Property and that the Purchaser agrees that the Vendor will be entitled to free access for the development of the remaining Schedule 'A' Property through all the common areas of the Schedule 'A' Property. The Purchaser is fully aware that the Vendor in parts of the Schedule 'A' Property will be constructing other residential Towers and the Purchaser will have no objection to such constructions or the usage of the common amenities as applicable to the entire Schedule 'A' Property including roads, right to draw water, sewerage, electricity, data, voice, lines and cables, etc as the case may be for the balance of the development undertaken by the Vendor in the remaining parts of the Schedule 'A' Property.

9. **CLUB HOUSE:**

10.1 The Vendor will be providing a full-fledged Club which would be managed professionally taking into consideration the facilities provided therein and Purchaser is fully aware that the running of the Club is a specialized field and require experts in the field of management and operation of such facilities and accordingly the Purchaser has agreed that the said Club would be given on lease to the Vendor and on the formation of the Association, by the Association of Owners to the Vendor who will in turn appoint a professional agency to run and operate the Club subject to the rules and regulation that would be formulated by the Vendor, and in consultation with the operator of the said Club in addition to what has been agreed by the Purchaser in the following terms:-

- a) That the Purchaser is aware that the membership of the Club the use thereof is available to the Purchaser subject to the terms and conditions and rules and regulations as may be laid down by the management of the Club. The Purchaser acknowledges and agrees that it has a continuing obligation to contribute towards the annual subscription charges that may be fixed by the manager / operators of the club. The Purchaser is

also aware of and agrees that, the Purchaser shall be required to pay monthly charges for the use of the facilities from time to time as fixed by the Manager / operator and such amounts shall be in addition to the annual subscription to be paid by the Purchaser.

- b) The membership of the Club is available to the Purchaser as long as the Purchaser is the owner of the Schedule 'C' Apartment. In the event of the sale or transfer of the Schedule 'C' Apartment by the Purchaser in any manner whatsoever, the transferee shall become entitled to the membership of the said Club and the Purchaser herein shall no longer be the member of the Club.
- c) The use of the Club by the Purchaser, apart from the other rules and regulation, shall be in the following manner:
 - (i) In the event the Schedule 'B' Property is purchased by a partnership firm or any association of persons then in that event a partner or the associate or any authorized representative of the said partnership firm or the AOP occupying the Schedule 'C' Apartment would be entitled to use the said Club.
 - (ii) In the event of the apartment being purchased by a public limited or a private limited company, then in that event any person occupying as the authorized occupier of the said company shall be entitled to the use of the said Club.
 - (iii) In case of inheritance of the said apartment, then in that event, the person inheriting/ occupying the Schedule 'C' Apartment shall be entitled to membership of the said Club.
 - (iv) In the event of there being co-owners of Schedule 'C' Apartment then in that event such co-owners occupying the apartment will be entitled to the use of the said Club. In any other case like tenancy, lease, license etc, the occupier of the Schedule 'C' Apartment will be entitled to the use of the said Club.

10. **NOTICES:**

All letters, receipts or notices issued by the Vendors dispatched under Certificate of Posting/Registered Post Acknowledgement due to the address of the Purchaser given in this Agreement will be sufficient proof of service thereof

on the Purchaser and shall effectively discharge the Vendors from the obligations to issue any further notice.

11. CO-TERMINUS AGREEMENT:

In view of the Scheme of development the Purchaser acknowledges and agrees that the Vendor has executed this Agreement on the consideration of the Purchaser having this day executed a Construction Agreement for the construction of the Schedule 'C' Apartment with Vendor. The Purchaser further agrees that the termination by the Vendor of either one of the Agreements will lead to the automatic termination of both the Agreements with the consequences provided therein.

12. No change, variation or modification of any of the terms and conditions set forth herein shall be valid unless incorporated as an amendment to this Agreement and signed by both the parties.

13. WAIVER:

The Parties hereto agree that in the event of their being any delay in or indulgence shown by either of the parties with regard to the enforcement of any of the terms of this Agreement the same shall not be construed as a waiver on the part of the party showing such indulgence or tolerance or any indulgence or forbearance shall not be deemed to be a waiver of the rights and the parties shall be entitled to enforce such right without prejudice to such indulgence or tolerance shown.

14. SEVERABILITY:

In the event that any provision of this Agreement or any of the conditions are declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indication of the same are received by either of the parties of any relevant competent authority, the parties shall amend the provision in such reasonable manner as achieves the intention of the parties without illegality or at the discretion of the parties it may be severed from this Agreement and the remaining provisions of this Agreement shall remain in full force.

15. The parties acknowledge that this Agreement and these conditions contain the whole Agreement between the parties and supersede all the previous letters, correspondences, writings, etc between the parties.

16. The covenants, rights and obligations of the parties expressed in this Agreement shall govern the parties in the corresponding Construction Agreement also.
17. The Purchaser covenants and agrees that the Vendor will be entitled to utilize by way of transfer of any developmental rights of any other property on the Schedule 'A' Property as well as the Vendor will be entitled to sell / transfer the development right of the Schedule 'A' Property to any other person or property or as may be permitted under any provisions of law. The Vendor in either of the aforesaid cases will not be required to pay amounts to the Purchaser or any one claiming through the Purchaser, however the size of the Schedule 'C' Apartment will not be affected in any manner.
18. The covenants and undertaking given by the Vendors, Vendor and the Purchaser shall also be incorporated in the sale deed and association declaration with such addition, deletion, modification, alteration as the Vendor may deem fit.

19. SPECIFIC PERFORMANCE & ARBITRATION & JURISDICTION:

- 20.1. In the event of default by the Vendors, the Purchaser/s is entitled to enforce specific performance of this contract. Similarly in the event of default by the Purchaser/s the Vendors shall be entitled to enforce specific performance of this agreement or take action as per this agreement.
- 20.2. In the event of breach of the terms of this agreement to sell or in the event of any difference or disputes against between the parties in regard to this Agreement or any matter relating thereto, the same shall be referred to a sole arbitrator to be appointed by the Vendors and his award shall be final and binding on the parties thereto 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.
- 20.3 The courts in Bangalore alone shall have jurisdiction in all matters relating to this Agreement.

THE VENDOR CONVENENT WITH THE PURCHASER AS FOLLOWS:

1. That when the Schedule 'B' Property is conveyed to the Purchaser it shall be free from attachment, encumbrances, Court or acquisition proceedings or charges of any kind.
2. That the Vendors are the absolute owners of the Schedule 'A' Property and that their title thereto is good, marketable and subsisting and they have the power to convey the same and right to carry on the Project as per the Scheme.
3. That Vendors agrees to do and execute or cause to be executed all acts, deeds and things, as may be required by the Purchaser for more fully and perfectly assuring the title of the Purchaser to the Schedule 'B' Property.
4. That the Vendors will not convey or cause to be conveyed to any person, any interest in the Schedule 'A' Property and the apartments without incorporating the covenants and stipulations as are agreed to and undertaken as between the Vendor and the Purchaser as per this Agreement.
5. That the Vendors will pay all taxes, rates and cesses as applicable in respect of the Schedule 'B' Property up to the date of possession or completion of the Schedule 'C' Apartment to be constructed whichever is earlier.
6. The Vendor has agreed that in the event of there being delay in completion of the Schedule 'C' Apartment in terms of the Construction Agreement and the Purchaser has not committed any default of any of the terms including neither delayed nor has been in default of payment of any installment payable by the Purchaser as per Annexure 'A' then in that event the Purchaser will be entitled to terminate this Agreement and on such termination the Construction Agreement shall also stand terminated. The Vendor shall then sell the Schedule 'B' Property under the Scheme and from and out of the sale consideration received from such sale the Purchaser herein will become entitled to receive all the installments paid under this Agreement along with interest of 10% per annum calculated from the date of the payments by the Purchaser under this Agreement. The balance of the installments and all other sums from such third party purchaser shall be taken by the Vendor.

THE PURCHASER COVENANTS AND UNDERTAKES WITH THE VENDOR AS FOLLOWS:

1. That the Purchaser shall not be entitled to claim possession of the Schedule 'B' Property and Schedule 'C' Apartment to be constructed until the Purchaser fulfills and performs all the obligations and completes all payments under this Agreement and the corresponding Construction Agreement.
2. That the Purchaser will bear the cost of stamp duty, registration charges in connection with this Agreement to Sell and the Sale Deed and legal fees. The Purchaser shall also pay for and towards the Khata Transfer charges / fees, Electricity Meter transfer charges / fees as may be demanded by the Statutory Authorities. The Purchaser shall pay to the Vendor service charges (plus service tax) for undertaking the aforesaid. The Purchaser covenants that the Purchaser shall not seek to independently undertake the aforesaid services through other outside service providers except the Vendor herein as the Purchaser is fully aware that there are other purchasers of the Apartments and in order to maintain the uniformity and timely transfers it shall engage the services of the Vendor. This clause is also one of the essence of the contract.
3. That the Purchaser has inspected the documents of title, relating to the Schedule 'A' Property belonging to the Vendors the scheme of Development, the right of the Vendor to develop the Schedule 'A' Property in phased manner and the Vendors right to receive the consideration under this Agreement and the Construction Agreement and after being satisfied with the title, having understood the scheme of Development and the Vendors rights have entered into this Agreement and the Construction Agreement for the Schedule 'B' and Schedule 'C' Property.
4. The Purchaser hereby covenants and agrees that the consideration agreed herein is based on the mutual negotiations between the Purchaser and the Vendors and on the market conditions as on date of the application for allotment, the Purchaser shall have no right to renegotiate on the consideration in comparison with the other purchasers and/or for whatsoever other reasons may be.
5. That the Purchaser shall not be entitled to transfer / assign the rights under this Agreement in favour of anyone else except with the prior written consent of the Vendor and payment of the Transfer fee to the Vendor of 5% of the total sale consideration plus Statutory levies as applicable under this Agreement. For the

purpose of this clause, if the Purchaser is a company, public or private limited, any transfer of majority shares shall be deemed to be transfer and in case of partnership firm any change in the constitution of the partners of such partnership shall be deemed to be transfer and in case of any association of persons any change of associates of such association shall be deemed to be transfer, and in such situation transfer fee as applicable under this clause shall be payable. The transfer fee under this clause shall not apply in case of transfer made to and between the family members I.e., father, mother, son, daughter, brother, sister, son-in-law, daughter-in-law, grandson and granddaughter, grandfather, grandmother, husband and wife.

6. That the Purchaser will not hinder or obstruct the progress of the construction of the Development and the Complex or any part thereof in any manner nor will they hinder the use of the specified demarcated open/covered car parking areas and other areas allotted specifically by the Vendor to a particular apartment (irrespective of the undivided share in the Schedule 'A' Property allotted to each of the apartment) after taking possession and even after the association is formed. The Purchaser agrees that the car parking space allotted by the Vendor will be final and Purchaser agrees not to request for any changes whatsoever.
7. The Purchaser will not change the location of the diesel gen sets installed, the sewerage treatment plant installed, the pump rooms, overhead tanks, solar panels, common amenities provided in the Schedule 'A' Property.
8. That the Purchaser agrees to pay all the statutory dues to the Vendor including for that of the Towers to be constructed under the Construction Agreement from the date of the Schedule 'C' Apartment is ready for occupation under the Construction Agreement and upon intimation the same by the Vendor in accordance with Clause 15 hereunder, whether possession of the Schedule 'B' Property is taken or not, pay proportionate share of all out-goings and maintenance and general expenses such as Insurance, Municipal taxes and cesses, electrical, domestic and non-domestic water tax, and all other charges for the common areas of the Schedule 'A' Property and the Towers standing thereon.
9. The Purchaser shall become the member of the association of the owners that shall be formed on or before completion of the Development, by the Vendors.
10. In the event of there being any re-development of the Schedule 'A' Property for any reason whatsoever the Purchaser herein would be entitled to such

undivided share in the Schedule 'A' Property corresponding to the size of the Schedule 'C' Apartment and such apartment shall be in the Tower constructed in the location as the present Tower in which the Schedule 'C' Apartment is located.

11. The Purchaser shall also observe and abide by all the laws of the land, Bye-laws, Rules and Regulations prescribed by the Government, Bruhat Bengaluru Mahanagara Palike, Bangalore Development Authority or any other Statutory Authority, and the Owners Association that may be formed in regard to ownership or enjoyment of such apartments and pay all taxes, rates and cesses as applicable.
12. The Purchaser shall abide by all the rules and regulation of the Club, swimming pool and all its common amenities and facilities that may be framed by the Vendor / operator – manager of the club.
13. The Purchaser covenants that the Purchaser shall comply with all the rules and regulation pertaining to electrical installations, lifts, generators, fire safety equipments and services of the Towers. The Purchaser shall with the other owners of the apartment take over the Tower and the maintenance thereof through the Owners Association.
14. The Purchaser with the other owners of the apartments through the Owners Association shall at all times keep the annual maintenance contracts with regards to all safety equipments such as lift, generator, heating and cooling systems, equipments provided for fire safety, pollution control, equipments relating to safety at terrace, walls, claddings, swimming pools and other places, pumps, motors and other equipments valid and shall pay the amounts of annual maintenance contracts which will otherwise adversely affect all the equipment installed by the Vendor in the Development.
15. Consequent upon the Vendor informing that the Schedule 'C' Apartment is ready for handover, the Purchaser within 30 days of such intimation shall make all payments under this Agreement and the Construction Agreement and shall come forward to take possession of the Schedule 'C' Property as well as conveyance of the undivided share. In the event of the Purchaser failing to make payments under this Agreement and the Construction Agreement and take conveyance in his/her/its favour the Purchaser shall be liable to pay/bear all the consequential expenses/taxes/levies/charges as applicable, increase in

income tax payable by the Vendor due to delay in taking conveyance and such amounts shall be paid before the conveyance deed is executed.

16. The Purchaser along with the other apartment owners at all times shall maintain all facilities, machinery, equipments installed in the Development and shall ensure that all agreements for maintenance of such equipments, machinery and facilities are entered into, periodically renewed and kept in currency and also maintain necessary certificates, licenses, permits, permissions, insurance renewal thereof.
17. After the maintenance of the Towers are handed over to the Association that has/will be/been formed, the Vendors shall not be responsible for any consequence or liability on account of failure, negligence, act or omission, obstruction, alteration, modification, restraint or improper use by any or all the owners, service providers or their agents with regards to the fire equipments, fire protection systems, their supporting equipments, pollution control and other general safety equipments, related facilities and services. The Purchaser shall ensure that periodical inspections of all such equipments and facilities are made by them so as to ensure proper functioning of all such equipments. The Purchaser herein along with the other owners of the apartments shall regularly and as required under any statutory provisions carry out fire and safety drill.
18. The Purchaser shall not in any manner obstruct or cause obstruction to any of the entries or exits of the Towers or obstruct any open place meant to be retained as open place or obstruct free movement of vehicles including fire tenders, and such other vehicles required to ensure safety and statutory compliance.
19. The Purchaser agrees that the right of car parking spaces allotted with the Schedule 'C' Apartment shall be used only for parking of one car per slot and for no other purpose including storing of any kind of items, household equipment, furniture, tyres, spares, cans etc. The Purchaser agrees that the Schedule 'C' Apartment shall be used as a private residence and shall not be put to use for any kind of commercial or semi commercial use. The Purchaser agrees and covenants that the Vendor or any agency appointed by the Vendor for the maintenance of the common areas of the Schedule 'A' Property will have the exclusive right to erect and display in common spaces, advertising and signage generally within the Common Use Facilities.

20. The Purchaser acknowledges that for all the rights which the Vendor has under this Agreement for and towards the common areas of the Schedule 'A' Property, the Purchaser will along with other purchasers grant to the Vendor or any one claiming through the Vendor easement rights to services the erections, displays, etc., which the Vendor may have installed.
21. The Purchaser covenants that the Purchaser has taken advice from his / her / their legal consultants and thereafter the Purchaser has entered into this Agreement and the Construction Agreement.

SCHEDULE 'A' PROPERTY

Item No.1:

All that piece and parcel of land presently bearing Municipal No.5/1, Raja Ram Mohan Roy Road, (earlier known as Sampangi Tank Road) Ward No.77, Sampangiramanagar, Bangalore measuring in all about 7250 Sq ft and bounded as follows:

- On the East by: Partly by Private Roadway leading to Main Road (Ram Mohan Roy Road) and partly by property bearing No.2
- West by: Road
- North by: Property bearing No.5, Sampangi Tank Road
- South by: Private Property

Item No.2:

All that piece and parcel of land with residential structure standing thereon and presently bearing Municipal No.2, Fort Road (earlier known as Sampangi Tank Road) and now known as Raja Ram Mohan Roy Road, Sampangirama nagar, Bangalore measuring in all about 42,342 Sq ft (inclusive of Private Approach Road leading to Ram Mohan Roy Road) and bounded as follows:

- On the East by : Property bearing No.2/1A Sampangi Tank Road
- West by: Partly by Property bearing No.5, Sampangi Tank Road, partly by Property bearing No.5/1 and Partly by Private

property

North by: Partly by Raja Ram Mohan Roy Road, Partly by Property bearing No.2/1A, partly by Property bearing No.5/1

South by: Partly by Property bearing No.2/A, Sampangi Tank Road and Partly by Private Property

Item No.1 & 2 of the Schedule 'A' Property have been amalgamated and have been assigned with single BBMP khata bearing No.2 PID No.77-5-2, issued by the BBMP, Ward No.77, Bangalore.

SCHEDULE 'B' PROPERTY

_____ sqft undivided share in the Schedule 'A' Property which would be located as undivided share within the land area on which the Residential Tower is going to be constructed.

SCHEDULE 'C' APARTMENT

A 3 Bedroom Apartment bearing No. _____ on the ____ Floor in the Project known as "Century Renata" to be constructed on the Schedule 'A' Property, having a super built-up area of _____ Square Feet (which is inclusive of the floors, ceiling and walls between the apartments) and proportionate share in all common areas together with exclusive right to use Terrace / Garden Area of Nil square feet and **3** big size Car Parking Spaces.

The sketch of the floor plan of the Schedule 'C' Apartment is annexed hereto.

ANNEXURE A- COST SHEET & SCHEDULE OF PAYMENT

Basic Cost of the apartment (in Rs.)	0
Covered Car Park (3 No's)	0
BESCOM Charges @ Rs.100/- per sft	0
BWSSB Charges @ Rs. 100/- per sft (in Rs.)	0
Taxes (in Rs.)	0
Club House membership (in Rs.)	0
Advance Maintenance Charges (in Rs.)	0
Maintenance Corpus (in Rs.)	0
Legal & Incidental' s (in Rs.)	0
Utility charges @ Rs.100/- per sft per Sft	0
Total Cost (in Rs.)	0

PAYMENT SCHEDULE		
On Booking and Agreement	20%	0
By 10th August 2016	40%	0
On commencement of block work masonry	10%	0
On commencement of Internal Plastering	10%	0
On commencement of external Plastering	10%	0
On commencement of flooring work	5%	0
Registration / Handover	5%	0
TOTAL - PAYMENTS	100%	0

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT ON THE DATE, MONTH AND YEAR FIRST ABOVE WRITTEN AT BANGALORE IN THE PRESENCE OF THE WITNESSES ATTESTING HEREUNDER:

WITNESSES:

1)

VENDOR

2)

PURCHASER