

SALE CUM CONSTRUCTION AGREEMENT

THIS **SALE CUM CONSTRUCTION AGREEMENT** IS MADE AND EXECUTED ON THIS _____ DAY OF _____ MONTH, TWO THOUSAND **SIXTEEN** (_____) AT **BANGALORE.**

BETWEEN:

1. MR. M. HARISH NAIDU

S/o. Sri. M. Munirathna Naidu,
Aged about **34** years.
Residing at #10, 17th Main,
2nd Cross, A.G.S. Layout,
Arehalli, Bangalore- 560 061.
PAN NO. ABNPH9585M.

3. MR. D. NEELAKANTA

S/o. Sri.Dhamodhar Naidu. D.,
Aged about **35** years.
Residing at #15,
2nd Cross, Ittamadu,
Bangalore- 560 085.
PAN NO. ATDPN5815C.

5. MRS. PRAMILA

W/o. Sri.Dhamodhar Naidu. D.,
Aged about **46** years.
Residing at #12, 8th Main Road,
Nanda Kumar Layout,
Near SVS School, Uttarahalli,
Bangalore- 560 061.

7. MR. K. RAMA MURTHY NAIDU

S/o. late Sri. Arjuna Naidu,
Aged about **47**years.
Residing at # 34/C, 1st 'B' Main Road,
Vivekananda Nagar,
Bangalore-560 085.
PAN NO. AVTPK5412E.

9. MR. P.S. RAVI

S/o. Sri.Srinivas Naidu. P,
Aged about **44** years.
Residing at # 708, 7th Main,

2. MR. SUBRAMANYAM NAIDU. D

S/o. late Sri. Chengal Ray Naidu. D.,
Aged about **51** years.
Residing at #682, 6th Main,
7th Cross, Bhuvaneshwari Nagar,
Bangalore- 560 085.
PAN NO. BOGPS2489C.

4. MR. S. VINAY KUMAR

S/o. Sri. Sheshadri.S.,
Aged about **38** years.
Residing at #11,
12th Cross, Mookambika Temple
Road, Hosakerehalli, BSK 3rd Stage,
Bangalore- 560 085.
PAN NO. AKKPK7320D.

6. MR. M. SHOBHAN BABU

S/o. Sri. Vasudeva Naidu. M,
Aged about **37**years.
Residing at # 20, 2nd Cross,
Ganapathi Road, Arehalli Village,
Subramanyapura Post,
Bangalore-560 061.
PAN NO. BKSPS2633G.

8. MR. PRABHAKAR. Y.S.

S/o. Sri.SubbeGowda,
Aged about **40**years.
Residing at # 40, Sai Shree Layout,
Parappana Agrahara,
New Mico Main Road,
Hosur Road, Bangalore-560 100.
PAN NO. AJDPT4379D.

10. SMT. VANAJA

W/o. Sri. Subramanyam Naidu
Aged about **43** years.
Residing at #E.50/452,

5th Phase, Bhuvaneshwari Nagar,
BSK 3rd Stage, Bangalore-560 085.
PAN NO. AGZTR9942B.

- 11. SRI. C. PADMANABHA NAIDU**
S/o. Late C. Govinda Naidu
Aged about **48** years.
Residing at #783/A, 9th Main,
Cross, 5th Cross, Bhuvaneshwari Nagar,
BSK 3rd Stage, Bangalore- 560 085.
PAN NO. AQIPC5532D.

7th 'A' Cross, Bhuvaneshwari Nagar,
BSK 3rd Stage, Bangalore- 560 085.
PAN NO. AFYPV0609M.

- 12. SRI. MUNIRATHNAM NAIDU. M.**
S/o. Late M. Kondaiah Naidu
Aged about **60** years.
Residing at #10, 17th Main, 2nd
Arehalli, Bangalore- 560 061.
PAN NO. ACWPM1400G.

REPRESENTED BY THEIR **GPA HOLDER**
M/S. DS-MAX PROPERTIES PRIVATE LTD

REPRESENTED BY ITS **AUTHORIZED SIGNATORY**
MR. S.SATISH KUMAR

HEREINAFTER called the "**OWNER/S/VENDOR/S** (which expression shall where the context so admits, mean and include their Heirs, Executors, Successors, Administrators and Legal Representatives and Assigns) of the **FIRST PART:**

("The Vendor No.1 and Vendor No.2 whenever the context so admits or requires are collectively referred to as the Vendor/s".)

AND:

M/S.DS-MAX PROPERTIES PVT. LTD,
A company incorporated under the
Companies Act, 1956 and having Office at
1854, 17th Main, 30th 'B' Cross, HBR Layout,
1st Stage, 5th Block, Bangalore-560 043.
PAN NO:-AACCD6168M.

REPRESENTED BY ITS **AUTHORIZED SIGNATORY**
Mr. S. SATISH KUMAR

HEREINAFTER referred to as the **DEVELOPER** (which term shall mean and include its Legal Representatives, Office Bearers, Administrators, Executors, Attorneys, Permitted Assignees, etc.) of the **SECOND PART:**

AND:

MR. _____
Aged about _____ years
S/o. Mr. _____

PAN NO:-:

PRESENT ADDRESS:-:

HEREINAFTER CALLED THE PURCHASER/S (which expression shall where the context so admits, mean and include, his /her/their Heirs, Executors, Successors, Administrators, Legal Representatives and Assignees) **OF THE THIRD PART:**

WITNESSETH AS FOLLOWS:

RECITAL:

Item No. I

(Sy. No.76/2, measuring 1 Acre 02 Guntas):

WHEREAS the Vendor/s namely; **Mr. M. Harish Naidu** S/o Sri. M. Munirathna Naidu, **Mr. Subramanyam Naidu. D.** S/o. late Sri.Chengal Ray Naidu. D., **Mr. D. Neelakanta** S/o. Sri. Dhamodhar Naidu. D., **Mr. S. Vinay Kumar** S/o. Sri.Sheshadri.S., **Mrs. Pramila** W/o. Sri.Dhamodhar Naidu. D., **Mr. M. Shobhan Babu** S/o. Sri.Vasudeva Naidu. M., **Mr. K. Rama Murthy Naidu** S/o. late Arjuna Naidu, **Mr. Prabhakar.Y.S.** S/o. Sri. SubbeGowda and **Mr. P.S. Ravi** S/o. Srinivas Naidu, are the absolute Owner/s of immovable undeveloped converted land property bearing Old Sy. No. **76**, New Sy.No. **76/2**, measuring an extent of **1 Acre 02 Guntas**, situated at **Maragondanahalli Village**, Jigani Hobli, Anekal Taluk, Bangalore District, which is morefully described hereunder in the Item No. I of the “**Schedule Property**” and hereinafter referred to as the ‘**Item No. I Property**’.

WHEREAS Originally Sri. Bhagavan Allallappa S/o Late Muniyellappa was the owner of land bearing Sy. No. 76, measuring an extent of 25 Guntas. He had acquired the same by through an Absolute Sale Deed dated 28/10/2006, registered as Document No. ANK-1-24652/2006-07, stored in C.D. No.ANKD170, registered in the office of the sub-registrar Anekal, Bangalore District.

WHEREAS Subsequently, Sri. Bhagavan Allallappa sold the aforesaid land in Sy. No. 76, measuring an extent of 25 Guntas in favour of Sri. T.V. Thamanna and Smt. M. Tippamma by means of an absolute Sale Deed dated 13/05/2008, registered as Document No. JGN-1-00350/2008-09, stored in C.D. No.JGND24, of Book-I, registered in the office of the sub-registrar Jigani, Anekal Taluk, Bangalore District. Pursuant to the same, as per order passed by the Deputy Commissioner in ADLR case No. GTSBU.U.N.80/2009-10, dated 24/02/2010, Official Memorandum vide; R.R.T.C.R (Anekal)122/2010-11, dated 29/07/2010, issued by Assistant Commissioner, Bangalore South Zone and Tahsildar Order dated 23/01/2012, TQTP293/2011-12, in MR. 4/2010-11 and MR. 50/2011-12, as per said order RTC and other revenue records are updated in the names of owners Sri. T.V. Thamanna and Smt. M. Tippamma in respect to Old Sy. No. 76, New Sy. No. 76/2, to the extent of land measuring 17 Guntas, situated at Maragondanahalli Village, Jigani Hobli, Anekal Taluk, Bangalore District. In respect of the same a Consent Deed dated: 08.03.2012, is also executed in favour of Sri. T.V. Thamanna and Smt. M. Tippamma, the same is registered as Document No. JGN-1-09939/2011-12, in C.D. No.JGND243, of Book-I, registered in the office of the Sub-registrar Jigani, Anekal Taluk, Bangalore District.

WHEREAS by virtue of the aforesaid documents Sri. T.V. Thamanna and Smt. M. Tippamma, became the absolute owner/s of immovable land property bearing Sy. No. 76/2, measuring an extent of 25 Guntas and 17 Guntas, totally admeasuring an extent 1 Acre 2 Guntas, situated at Maragondanahalli Village, Jigani Hobli, Anekal Taluk, Bangalore District.

WHEREAS Sri. T.V. Thamanna and Smt. M. Tippamma, applied and obtained conversion of land in Sy. No. 76/2, measuring 1 Acre 2 Guntas for Non-Agricultural Residential purpose, vide **Conversion Order No. ALN (AJ) SR63/2013-14**, dated **16/01/2014**, issued by Deputy Commissioner, Bangalore District, Bangalore.

WHEREAS Sri. T.V. Thamanna and Smt. M. Tippamma, as the owners of the aforesaid land in Sy. No. 76/2, measuring 1 Acre 2 Guntas i.e., the Item No. I of the Schedule Property, sold the same in favour of **Mr. M. Harish Naidu, Mr. Subramanyam Naidu. D., Mr. D. Neelakanta, Mr. S. Vinay Kumar, Mrs. Pramila, Mr. M. Shobhan Babu, Mr. K. Rama Murthy Naidu, Mr. Prabhakar. Y.S.** and **Mr. P.S. Ravi**, the VENDOR/S herein, by means of an Absolute Sale Deed dated **25/04/2014**, which is registered as Document No. **BSG-1-00454/2014-15**, in C.D. No. **BSGD239**, of Book-I, in the office of the Sub-registrar

Basavanagudi. Ever since the date of acquisition the aforesaid VENDOR/S have been in peaceful possession and enjoyment of the property detailed in Item No. I of the Schedule Property by getting their name entered in the revenue records and by paying taxes thereof.

Item No. II

(Sy. No. 76/1, measuring 9.26 Guntas):

WHEREAS the VENDOR/S namely; **Sri. Munirathnam Naidu** s/o. late M. Kondaiah Naidu, **Sri. Neelakanta. D** S/o. Sri. Damodhar Naidu, **Sri. P.S. Ravi** S/o. Sri. Sreenivas Naidu, **Smt. Vanaja** W/o. Sri. Subramanyam Naidu and **Sri. C. Padmanabha Naidu** S/o. late C. Govinda Naidu, are the absolute Owner/s of undeveloped converted land property bearing Sy. No. **76/1**, measuring an extent of **9.26** Guntas, out of **4** Acres, situated at **Maragondanahalli Village**, Jigani Hobli, Anekal Taluk, Bangalore District, Bangalore, which is morefully described hereunder in the Item No. II of the “**Schedule Property**” and hereinafter referred to as the ‘**Item No. II Property**’.

WHEREAS Originally the larger extent of land in Sy. No. **76**, which measuring **4 Acres 25** Guntas **Maragondanahalli Village** was owned by Sri. Chikkamuniyappa S/o. Sri. Papaiah. After the demise of Sri. Chikkamuniyappa, his wife Smt. Yellamma succeeded to the said land property bearing Sy. No. **76**, measuring **4 Acres 25** Guntas, of **Maragondanahalli Village** and accordingly her name was mutated in the revenue records of RTC/Pahani and in the **MR. 15/2005-06**.

WHEREAS Subsequently Smt. Yellamma W/o. late Chikkamuniyappa, along with her children Sri. Gopalappa S/o. late Chikkamuniyappa, Sri. Veerappa S/o. late Chikkamuniyappa, Sri. Srinivas S/o. late Chikkamuniyappa sold the aforesaid land in Sy. No. 76, measuring 4 Acres, out of 4 Acres 25 Guntas of Maragondanahalli Village, in favour of Sri. Mohammed Ilyas S/o. Sri. Mohammed Abbas by means of an Absolute Sale Deed Dated 28/11/2005, registered as Document No. ANK-1-16424/2005-06, Book No. I, stored in C.D. No.ANKD99, dated 06/02/2006, in the office of the Sub-registrar, Anekal, Bangalore District. After the purchase of the aforesaid said property Sri. Mohammed Ilyas got his name entered in revenue records of RTC/Pahani and in MR. 102/2005-06.

WHEREAS Sri. Mohammed Ilyas applied and obtained the conversion of land in Sy. No. **76**, measuring **4 Acres**, for Non-Agricultural Residential purpose, vide Conversion Order No. **ALN(AJ)SR.93/2012-13**, Dated **04/07/2012**, issued by Deputy Commissioner, Bangalore District, Bangalore.

WHEREAS Subsequently, Sri. Mohammed Ilyas S/o. Sri. Mohammed Abbas as the owner of aforesaid land in Sy. No. 76, measuring an extent of 4 Acres, of Maragondanahalli Village, sold the same, by executing an Absolute Sale Deed dated 16/07/2012, in favour of Sri. K.R. Sridhara, which is registered as Document No. ABL-1-02241/2012-13, stored in C.D. No.ABLD114, in the office of the Sub-registrar, Attibele, Anekal Taluk, Bangalore District.

WHEREAS thereafter a *Rectification Deed* dated: 26/12/2013, was executed by Sri. Mohammed Ilyas S/o. Sri. Mohammed Abbas in favour of Sri. K.R. Sridhar to rectify certain errors in the aforesaid Sale Deed. The said Rectification Deed is registered as Document No. ABL-1-05469/2013-14, in C.D. No.ABLD184, Book-I, in the Office of the Sub-registrar, Attibele, Anekal Taluk, Bangalore District.

WHEREAS Subsequently, **Sri. K.R. Sridhara** S/o. late K.Y. Rama Reddy sold a portion of aforesaid converted land property bearing Sy. No. **76/1**, measuring **9.26** Guntas, **out of 4** Acres, of Maragondanahalli Village, i.e., the Item No. II of the Schedule Property, in favour of **Sri. Munirathnam Naidu** S/o. late M. Kondaiah Naidu, **Sri. Neelakanta. D** S/o. Sri. Damodhar Naidu, **Sri. P.S. Ravi** S/o. Sri. Sreenivas Naidu, **Smt. Vanaja** W/o. Sri. Subramanyam Naidu and **Sri. C. Padmanabha Naidu** S/o. late C. Govinda Naidu, by means of an Absolute Sale Deed Dated: **17/07/2015**, registered as Document No. **BSK-1-**

04079/2015-16, Stored in C.D. No.**BSKD315**, Book-I, registered in the office of the Sub-registrar, Banashankari (Basavanagudi), Bangalore. Ever since the date of acquisition the aforesaid Vendor/s have been in peaceful possession and enjoyment of the property detailed in Item No. I of the Schedule Property by getting their name entered in the revenue records and by paying taxes thereof.

(The Item No. I and Item No. II Properties are collectively detailed in the Schedule Property herein below.)

GENERAL RECITAL:

WHEREAS the Vendor/s **Mr. M. Harish Naidu, Mr. Subramanyam Naidu. D., Mr. D. Neelakanta, Mr. S. Vinay Kumar, Mrs. Pramila, Mr. M. Shobhan Babu, Mr. K. Rama Murthy Naidu, Mr. Prabhakar. Y.S. and Mr. P.S. Ravi**, are the absolute Owner/s of **Item No. I** Property bearing Old Sy. No. **76**, New Sy. No. **76/2**, which measuring **1 Acre 02 Guntas**, situated at **Maragondanahalli Village** Jigani Hobli, Anekal Taluk, Bangalore District.

WHEREAS the Vendor/s **Sri. Muniratham Naidu, Sri. Neelakanta. D, Sri. P.S. Ravi, Smt. Vanaja and Sri. C. Padmanabha Naidu**, are the absolute Owner/s of **Item No. II** Property bearing Sy. No. **76/1**, which measuring a portion of **9.26Guntas**, situated at **Maragondanahalli Village**, Jigani Hobli, Anekal Taluk, Bangalore District.

WHEREAS the aforesaid lands in Sy. No. 76/1 and 76/2 (Item No. I and II) totally admeasures **1 Acre 11.26 Guntas** and are adjacent to each other and has a common boundary, therefore for more brevity, collectively detailed in the Schedule hereunder and hereinafter referred to as the **“COMPOSITE SCHEDULE A PROPERTY”**.

WHEREAS the Owner/s of **Item No. I Property** bearing Old Sy. No. **76**, New Sy. No. **76/2**, which measuring **1 Acre 02 Guntas** desirous of Developing their property and decided to enter into a registered **Joint Development Agreement** with the Developer **M/s. DS-MAX PROPERTIES PRIVATE LTD** dated **26/06/2014**, to construct residential Apartment as per the terms and conditions set-forth therein, vide; registered Document No. **BSK-1-04029-2014-15**, stored in C.D. No.**BSKD275** and Pursuant to the same, the Owner/s of Item No. I Property have also jointly executed a **General Power of Attorney**, dated: **26/06/2014**, in favour of the Developer herein, **M/s. DS-MAX PROPERTIES PRIVATE LTD.**, appointing them as their lawful attorney, vide; registered Document No. **BSK-4-00144-2014-15**, in C.D. No. **BSKD275**. Both the documents are registered in the office of the Sub-registrar Basavanagudi (Banashankari), Bangalore.

WHEREAS subsequently, the Owner/s of **Item No. II Property**, bearing Sy.No.**76/1**, measuring an extent of **9.26 Guntas** desirous of Developing their property and decided to enter into a registered **Joint Development Agreement** with the Developer **M/s. DS-MAX PROPERTIES PRIVATE LTD** dated **14/04/2015**, to construct residential Apartment as per the terms and conditions set-forth therein, vide; registered Document No. **BSK-1-06183-2015-16**, stored in C.D. No.**BSKD321** and Pursuant to the same, the Owner/s of Item No. I Property have also jointly executed a **General Power of Attorney**, dated: **26/06/2014**, in favour of the Developer herein, **M/s. DS-MAX PROPERTIES PRIVATE LTD.**, appointing them as their lawful attorney, vide; registered Document No. **BSK-4-00200**, in C.D. No. **BSKD321**. Both the documents are registered in the office of the Sub-registrar Basavanagudi (Banashankari), Bangalore.

WHEREAS the **OWNER/S/DEVELOPER/S** further represents to the **PURCHASER/S** that:

- a. The title Schedule 'A' Property has good marketable title and ownership in the name of **OWNER/S/DEVELOPER/S** and who are the only owners as above mentioned and free from all encumbrances and lispendens.
- b. The Schedule 'A' Property is not subject to any attachment by the process of courts or

in the possession of custody of any receiver, judicial or revenue courts.

- c. The **OWNER/S/DEVELOPER/S** is competent to sell the Schedule 'B' & 'C' Property
- d. The Schedule 'A' Property is a land in respect of which there is no prohibition regarding sale/ development.
- e. The **OWNER/S/DEVELOPER/S** has paid up to date tax of the property to the Concerned authority.

WHEREAS the **PURCHASER/S**, has satisfied himself as to the title thereof and agrees to purchase _____ **SQ FT** of undivided share of right and interest out of **Schedule 'A'** Property, to get construct a Flat no. _____ in _____ **FLOOR**, in the building known as "**DS-MAX STARRY**" and flat Measuring _____ **SQ FT** Super built up area, including common areas, which is described in Schedule 'C' Property with all rights, liabilities and restrictions in the enjoyment as mentioned in the Schedules for a sum of **Rs. _____/- (Rupees _____ Only) (INCLUDING CAR PARKING, WATER, KPTCL VAT AND EXCLUDING REGISTRATION CHARGES).**

NOW THIS SALE CUM CONSTRUCTION AGREEMENT WITNESSETH:-:

1. The **DEVELOPER/S** hereby agrees to construct for the **PURCHASER/S** the **Schedule 'C'** Property on the **Schedule 'A'** property as per the plans seen and agreed by the **PURCHASER/S** and the **PURCHASER/S** has expressly given consent for such variation and/or modifications as the second Party may consider necessary or as may be necessitated due to construction exigencies, however, without substantially altering the size of the **Schedule 'A'** Property or its external dimensions and well within the plans sanctioned by the competent authorities. The specifications of construction of **Schedule 'C'** Property are detailed in **Schedule 'E'** to this Agreement and the **DEVELOPER/S** agrees to construct the **Schedule 'C'** property in accordance with the said Specifications.
2. The **PURCHASER/S** agrees to pay to the **DEVELOPER/S** a total consideration of **Rs. _____/- (Rupees _____ Only)**. The amount shall be paid by the **PURCHASER/S** to **DEVELOPER/S** in the manner described in the **Schedule 'D'** of this agreement. Further the **DEVELOPER/S** agrees that the maintenance of the infrastructure and utilities shall be carried out by any party/agency so nominated by the **DEVELOPER/S**.

That in pursuant to the above and towards the total sale consideration, the **PURCHASER/S** has paid to the **DEVELOPER/S** a sum of rupees in the following manner:-:

1. **Rs. _____/- (Rupees _____ Only)** by way of cheque bearing No. _____ dated _____ drawn on _____ **BANK**
2. **Rs. _____/- (Rupees _____ Only)** by way of cheque bearing no. _____ dated _____ drawn on _____ **BANK**, as and by way of advance towards (Agreement Amount) and agrees to pay the balance amounts promptly and timely as per the **Schedule D** in view of the scheme. The **DEVELOPER/S** has informed the **PURCHASER/S** and the **PURCHASER/S** is aware that the default in payments of the balance amounts would affect the entire project as envisaged, as there are other purchasers who have joined the scheme to purchase based on the assurance given by the **OWNER/S** and **DEVELOPER/S** that there shall not be any delay in construction of their respective units. The **PURCHASER/S** shall not be entitled to question the rates at which the **DEVELOPER/S** constructs other units in and the **DEVELOPER/S** shall be free to determine and agree upon the cost of construction for other owners.

3. The **PURCHASER/S** shall pay to the **DEVELOPER/S** the balance amount promptly and regarding the payments, the **DEVELOPER/S** shall intimate to the **PURCHASER/S** through telephone, e-mail or letter and the **PURCHASER/S** shall make the payments within **15 days** from such intimation. In the event of any delay/default by the **PURCHASER/S** to pay the balance payment as per **Schedule D**, the **PURCHASER/S** shall be liable to pay the same with interest @ **18%** per annum.
4. The **DEVELOPER/S**, at its option, shall also be entitled to terminate this Agreement by issuing a notice, calling upon the **PURCHASER/S** to pay the arrears of amounts due with interest for the delayed payment, within **7 days** from the date of receipt of such notice. In the event of such termination due to the default committed by the **PURCHASER/S**, or in case of Termination/ Cancellation of the Agreement due to any other reasons and if the **PURCHASER/S** requesting to cancel the said Agreement at any point of time before execution of sale deed, the same shall be done by deducting **Rs.1,50,000/-** as liquidated damages from the amounts paid by the **PURCHASER/S** till the date of termination and refunding the balance if any, after the allotment or selling of Schedule B & C Property to any other prospective **PURCHASER/S**.
5. Upon such termination the **PURCHASER/S** shall not have any claims over the **Schedule 'A'** Property and the **Schedule 'B and C'** Property and the **DEVELOPER/S** shall be entitled to deal with the same as it may deem fit. The **DEVELOPER/S** thereafter shall have a right to allot or sell the **Schedule 'B' & 'C' Property** for any other person or persons without any further reference to the **PURCHASER/S**.
6. If however, the **PURCHASER/S** 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.
7. Under no circumstances possession of the apartment will be given by the **DEVELOPER/S** to the **PURCHASER/S** until and unless payments required to be made under **Schedule "D"** by the **PURCHASER/S** have been paid in full to the **DEVELOPER/S**.

I. DELIVERY OF POSSESSION:

8. The **DEVELOPER/S** shall deliver possession of the **Schedule 'B' and 'C'** Property only after payment of all the amounts as detailed in **Schedule 'D'**. The **PURCHASER/S** shall be liable to bear and pay the following expenses, effective from the proposed date of handing over of possession.
 - a) Property taxes in respect of the **Schedule 'B' & 'C'** Property and other outgoing such as electricity charges and expenses incurred by the **OWNER/S** and for maintenance of the **Schedule 'B' & 'C'** Property.
 - b) The **PURCHASER/S** share of common maintenance expenses i.e. proportionate share of insurance premium, wages for the persons appointed by the **DEVELOPER/S** to manage and look after the common areas and facilities in Schedule 'A' Property such as property manager, liftmen, security guards, gardeners, plumbers, electricians, generator operators, sweepers, etc., expenses incurred by the **OWNER/S** or the company/ person/ entity so nominated by the **DEVELOPER/S** for maintaining all the common areas and facilities such as electricity charges, water charges, housekeeping consumables etc.
9. The **PURCHASER/S** shall be deemed to have accepted that the **Schedule 'C'** Property is fully complete in all respects and the **PURCHASER/S** shall not have any claim against the **DEVELOPER/S** for any item of work in the **Schedule 'C'** Property, which

may be alleged as not carried out or completed by the **DEVELOPER/S** at the time of possession.

10. The **DEVELOPER/S** shall under normal conditions complete the construction of the building known as “ **DS-MAX STARRY**” and agree to hand over the possession of the Schedule ‘C’ Property on or before **30** months from the date of commencing basement slab. In the event of non-completion of project within the mentioned period the **DEVELOPER/S** shall be entitled to a grace period of 6 (Six) months to handover the possession. Though every effort will be made to obtain electrical, water and sanitary connections within the stipulated time, no responsibility will be accepted by the **DEVELOPER/S** for delays in obtaining such connections, Clearances, Occupancy and other Certificates from the statutory authorities and **PURCHASER/S** shall not be entitled to claim any damage /losses against the **DEVELOPER/S** on the ground of such delay. The **DEVELOPER/S** shall not be liable if they are unable to complete the Building and/or the **Schedule ‘C’** Property 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 **DEVELOPER/S** and in any of the aforesaid events, the **DEVELOPER/S** shall be entitled to extension of time for delivery and possession of the completed apartment and the monies till then paid by the **PURCHASER/S** under this Agreement shall not be refunded.

II USAGE:

11. The **PURCHASER/S** covenants to use the **Schedule ‘B and C’ Property** for residential purposes only and no other purpose without the prior approval of the **DEVELOPER/S**. In addition to the same, the **DEVELOPER/S** shall also observe such additional rules and regulations with regard to the user of the **Schedule ‘B and C’ Property** and the common areas in **Schedule ‘A’ Property** as would be specified from time to time. The **PURCHASER/S** shall not use the **Schedule ‘B and C’ Property** for carrying on any illegal activities or use it to store any illegal goods.
12. The **PURCHASER/S** shall not make any structural alterations to the **Schedule ‘C’ Property** and/or effect any change to the plan or elevation and shall not enclose the balconies/ terraces, if any attached to it. The **DEVELOPER/S** shall only carry on the interior decoration work within the **Schedule ‘C’ Property** as per the wishes of **PURCHASER/S**.
13. The **PURCHASER/S** shall strictly observe the rules, regulations, restrictions that may be generally/specifically imposed/prescribed by the **DEVELOPER/S** or the agency appointed for the maintenance of all common areas and facilities within the **Schedule ‘A’ Property**.
14. It is explicitly made clear and agreed between the parties that **PURCHASER/S** shall not have any right and interest in the Terrace of the Building and the parking areas/spaces in the **Schedule ‘A’ Property** other than allotted to them and the apartment blocks constructed thereon. The same shall exclusively vest with the **DEVELOPER/S** who shall lease/rent the same at additional costs to parties who require usage for the same. The **DEVELOPER/S** shall be entitled to earmark the portions of the **Schedule ‘A’ Property** as exclusive landscaping/private gardens in and the **PURCHASER/S** shall have no objection for the same.
15. The **PURCHASER/S** further covenants to use and enjoy all the common areas and amenities such as entrance lobbies, stair-cases, elevators, common electrical lines and

lighting, sewers, drains, pipes, internal roads pavements etc., in **Schedule 'A'** Property in common with other Owners and other persons. The **PURCHASER/S** shall not place objects/ things/articles which hinders free use of any common amenities.

16. The **PURCHASER/S** shall permit the **DEVELOPER/S** to appoint agency for the maintenance of all common areas and facilities in **Schedule 'A'** Property with or without workmen at all reasonable times to enter into and upon the **Schedule 'B & C'** Property or any part thereof for the purpose of repairing and maintaining, rebuilding, cleaning and keeping in order and condition all services, drains, pipes, cables, wires, water covers, gutters, structures or other conveniences belonging to or serving or used for the building and also for the purpose of laying, maintaining, repairing and testing drainage, water pipes and electric wires and for similar purposes.
17. The **DEVELOPER/S** shall make arrangements for providing of maintenance services by entering into agreement with any other agency. The **PURCHASER/S** cannot interfere regarding the appointment of agency of maintenance of the apartment complex by the **DEVELOPER/S**.
18. The Scope of common area maintenance is attached as **Schedule 'F'** to this Agreement and shall form part and parcel of the agreement. All expenses incurred in providing common area maintenance services shall be taken into account for arriving at common area maintenance charges to be shared by all the owners collectively.

III. SANITARY CONNECTIONS AND ANY OTHER STATUTORY DUES /LEVIES/ TAXES /CESS:

19. The **PURCHASER/S** in addition to the amount mentioned in **schedule 'D'** shall pay a sum towards charges for providing permanent sanitary connection from the **BWSSB** to the **Schedule 'B & C'** Property and any other statutory **dues/levies/taxes/cess** if so levied in future by the Statutory authorities.
20. The **PURCHASER/S** shall not interfere with the progress of construction etc., or object in any manner of construction or do any act or things thereby having the effect to cause delay or stopping of the work.
21. It is hereby agreed between the parties that the **DEVELOPER/S** shall have absolute power to construct other apartments on **Schedule 'A'** Property together with the car/ scooter/ motor cycle parking spaces on behalf of the **PURCHASER/S** on the **Schedule 'A'** property.
22. The **PURCHASER/S** shall be entitled for the share of flat only and shall not be entitled for remaining area in the project except the common areas. The **DEVELOPER/S** shall be entitled to utilize the remaining area in the project for his/its maximum advantage and the **PURCHASER/S** shall not claim any right over the same.
23. The common Additional Amenities if any provided for the flat owners, shall be ready for utilization only after the completion of the entire project.

IV. AGREEMENT TO SELL:

24. The **OWNER/S & DEVELOPER/S** under takes to execute a sale deed in favour of the **PURCHASER/S** as and when all the above clauses are fulfilled.
25. All expenses of sale including stamp duty, registration charges and any state or central taxes shall be paid and borne by the **PURCHASER/S**.
26. The **OWNER/S** agrees to execute and perform all acts, deed and things necessary and at the cost of the **PURCHASER/S** to effectively convey their right, title and interest in

the **Schedule 'B and C' Property** in favor of the **PURCHASER/S** on compliance of the terms of this agreement.

27. The **PURCHASER/S** himself/herself/their self is entitled to secure **KHATHA** and **BESCOM/KPTCL** meter transferred in to his/her/their name/s pertaining to the **Schedule 'C' Property** after the purchase/execution of sale deed of **Schedule 'C' Property**.

V. RIGHT OF ASSIGNMENT:

28. A) The **PURCHASER/S** shall not in any way transfer his/ her /their interest, right which is being acquired under this Agreement to any body without obtaining the prior written consent from the **DEVELOPER/S** before the execution of sale deed and the **DEVELOPER/S** is not obligated to give consent for such transfer. In the event of the **DEVELOPER/S** giving consent to such assignment or transfer, the **DEVELOPER/S** shall be entitled to collect from the **PURCHASER/S** administrative charges/transfer fee @ **Rs.250/-** per sq.ft over and above the sale consideration amount and the same need to be paid by the **PURCHASER/S** to the **DEVELOPER/S** at the time of transfer of the rights under this Agreement.

B) In the event of swapping of flat for any reasons **DEVELOPER/S** shall be entitled to collect from the **PURCHASER/S** as a transfer fee @ **Rs.250/-** per sq. ft or present selling price whichever is higher and the same need to be paid by the **PURCHASER/S** to the **DEVELOPER/S** at the time of transfer of the flat.

VI. DEFECT LIABILITY PERIOD:

29. The **DEVELOPER/S** shall not be responsible for any defect in the building noticed after a period of **12** months from the date of execution of the Sale Deed in favour of the **PURCHASER/S** or from the date of delivery of possession whichever is earlier. However, small plaster and air cracks shall not be considered as defects.

VII. WAIVER:

30. Any delay or indulgence by the **DEVELOPER/S** in enforcing the terms of this Agreement or any forbearance for giving time to the **PURCHASER/S** shall not be construed as waiver of the right of the **DEVELOPER/S** to enforce the compliance of this Agreement and shall not in any way prejudice the rights of the **DEVELOPER/S**. Similarly, any delay or indulgence by the **PURCHASER/S** in enforcing the terms of this Agreement or any forbearance for giving time to the **DEVELOPER/S** shall not be construed as waiver of the right to enforce the compliance of this Agreement and shall not in any way prejudice the rights of the **PURCHASER/S**.

VIII. FORCE MAJEURE

31. Neither Party shall be liable for any failure or delay in its performance under this Agreement due to causes, including, but not limited to, acts of God, acts of civil or military authority, fires, epidemics, floods, earthquakes, riots, wars, sabotage, labour shortages, shortages in raw materials or disputes, and governmental actions, which are beyond its reasonable control; provided that the affected Party: (i) gives the other Party written notice of such cause promptly, and in any event within **Fifteen (15) days** of discovery thereof; and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The affected Party's time for performance or cure hereunder shall be extended for a period equal to the duration of the cause. Notwithstanding the foregoing, neither Party shall be liable for any damages incurred as a result of such force majeure. If in the event of force majeure persists for a consecutive period of more than six months, then the Parties shall endeavor to agree on a course of action mutually acceptable to the Parties.

IX. MISCELLANEOUS:

32. The **PURCHASER/S** agrees to be bound by any additional terms and conditions provided in the Sale Deed.
33. The **DEVELOPER/S** scope under the maintenance shall limited to common areas only and the individual flats maintenance shall be the sole responsibility of the **PURCHASER/S**, the **PURCHASER/S** hereby agrees that he shall bear the cost of any additional services/construction rendered/done by the **DEVELOPER/S**.

X. NOT TO ALTER NAME:

34. The **PURCHASER/S** shall not alter or subscribe to the alteration of the name of “**DS-MAX STARRY**” in **Schedule ‘A’** Property or the names assigned to the **Schedule ‘A’** Property. However the **DEVELOPER/S** can alter/modify/substitute new name/s for the projects and/or for each of the Blocks without notice to **PURCHASER/S**.

XI MAINTENANCE

35. The **PURCHASER/S** or owners of the flat / apartment in building known as “**DS-MAX STARRY**” shall pay a nonrefundable amount of **Rs.50,000/- (Rupees Twenty Five Thousand Only)** as a Corpus fund towards maintenance of the individual flat concerned to the developer and same shall be assigned and will be handed over to the association at the time of formation of Association and further the **PURCHASER/S** shall pay towards maintenance charges at **Rs.3/-** per sqft per month and he/she should pay such maintenance charges for **36** months at one time on or before execution of sale deed of the individual apartment/flat concerned to the **DEVELOPER/S** whether possession is taken by purchaser or not ,to maintain and to manage the common areas and facilities thereof in “**DS-MAX STARRY**” subject to change or revise from time to time, as the case may be and any further deficit/shortfall in the amount shall pay by the **PURCHASER/S** proportionately.
36. The **DEVELOPER/S** under takes to do the following maintenance works-
- a. Maintenance of pump sets, lift and other machineries, sanitary and electrical, common to building.
 - b. Payment of electrical and water charges for common services.
 - c. Replacement of bulbs in corridor.
 - d. Maintenance of garden/potted plants in the building.
- Provision of lift operator and other security etc.

XII. OBLIGATION AND RIGHTS OF THE THIRD PARTY/PURCHASER/S

37. The **PURCHASER/S** has / have to bind himself / herself / themselves, his / her / their successors in interest, heirs, representatives and assigns with the consideration of promoting and protecting his/her/their rights and consideration of the covenants of the **DEVELOPER/S** being binding on him/her/their and the owners of other undivided interest in the property described in **Schedule ‘A’** Property above and construction thereon, hereby agrees to be bound by the following covenants.
- a) Not to raise any construction in addition to that mentioned in **Schedule ‘C’** Property above.
 - b) Not to use or permit the use of **Schedule ‘C’** Property in the manner which would diminish the value of the utility of common amenities.
 - c) Not to use the land described in **Schedule ‘A’** Property above left after the construction of the apartment building in **Schedule ‘A’** Property above for parking any heavy vehicles or to use the same in any manner which might cause hindrance for the free ingress to or egress from other parts of the **schedule ‘A’** Property.

- d) Not to default in the payment of any Taxes or levies to be shared by the other Apartment owners of the Property described in the **Schedule 'A'** Property above or any expenses to be shared by the **DEVELOPER/S** of the construction there on provided such Taxes or levies become liable from the date of their respective apartment is ready for occupation.
- e) The **PURCHASER/S** shall become Members of the Owners' Association and agree to observe and perform the terms and conditions and bye-laws and rules and regulations of the Association that may be formed and pay the admission fee and other fees that may be required. The maintenance of the entire multistoried building shall be done by **DEVELOPER/S** only.
- f) The **PURCHASER/S** shall maintain the front elevation and the side and rear elevations of the apartment, in the same form as the **DEVELOPER/S** constructs and not at any time alter the said elevation in any manner.
- g) The **PURCHASER/S** under takes not to assign to any third person or any agency for wood work, carpentry works, painting works, any alteration works, any interior or exterior works, grill works, tiles works, plumber works and any sanitary works etc., pertaining to the apartment building or flat concerned thereof, due to security reason and as the third party is not aware of the structural designs and other internal structures, the third party will cause damages to the said structures and will cause multiple problems. Hence the **PURCHASER/S** under takes to give all the wood work, carpentry works, painting works, any alteration works, any interior or exterior works, grill works, tiles works, plumber works and any sanitary works etc to the **DEVELOPER/S** only, in best interest of the apartment building.
- h) The **PURCHASER/S** has the right to the subjacent and lateral support and shelter and protection from the other parts of the aforesaid building from the side and roof thereof.
- i) The free and uninterrupted passage of running water, soil, gas and electricity from and to the construction through the sewers, drain and water courses, cables, pipes and wires which now are or may at any time hereinafter be under or passing through the building or any part thereof.
- j) To lay cables or wires through common walls or passages for telephone installations by respecting the equal right of others thereof.
- k) It is explicitly made clear and agreed between the parties that **PURCHASER/S** shall not have any right and interest in the Terrace/basement of the buildings in "**DS-MAX STARRY**" except in case where **PURCHASER/S** has/have acquired such Terrace/basement specifically. The right to use the Terrace/basement exclusively and the right to put up pent Houses and additional construction shall exclusively vest with the **DEVELOPER/S** and/or their nominee/s and/or assignee/s and further the **DEVELOPER/S** has the right to allot the use of the same in favor of the apartments on such terms and conditions as they made decide. The **PURCHASER/S** agrees not to interfere with such construction and disposal of the same and **PURCHASER/S** shall not deny common amenities to the occupants of such portions built at a later stage.

XIII OBLIGATION AND REPRESENTATION OF OWNER/S AND DEVELOPER/S PARTY

- 38. The **OWNER/S** and **DEVELOPER/S** hereby agree to be bound by the following covenants.

- a) That the **PURCHASER/S** and the assignees / claiming under through or in trust for the **OWNER/S** and **DEVELOPER/S** for the building or any part thereof will always respect the rights of the **PURCHASER/S** mentioned in this agreement.
- b) The **DEVELOPER/S** in constructing any flats/apartment hereafter shall sincerely follow the covenants herein contained and shall not contract to confer any right reserved for the **PURCHASER/S** herein nor shall contract to be shared by the **PURCHASER/S** herein.
- c) The **DEVELOPER/S** shall give inspection of all the title, deeds relating to the Property, retained with them at the request of the **PURCHASER/S** of his/her/their nominee(s) at all reasonable times and hand over the same to the Apartment Owners' Association on its formation and registration.
- d) The **DEVELOPER/S** shall provide required paper / document (copy) at the request of the **PURCHASER/S** for raising funds from any individual Banks, Financial Institutions etc.
- e) The title **Schedule 'A'** Property has good marketable title and ownership in the name of **OWNER/S** and who are the only owners as above mentioned and free from all encumbrances and claims.
- f) The **Schedule 'A'** Property is not subject to any attachment by the process of courts or in the possession of custody of any receiver, judicial or revenue courts.
- g) The **OWNER/S** and **DEVELOPER/S** are competent to sell the **Schedule 'B' & 'C'** Property and the **Schedule 'A'** Property is a land in respect of which there is no prohibition regarding sale/ development.
- h) The **OWNER/S** has paid up to date tax of the property to the concerned authority.

SCHEDULE PROPERTY

ITEM NO.1:

All that piece and parcel of immovable undeveloped converted land property bearing **Old Sy.No.76, New Sy. No.76/2**, which measuring **1 Acre 02 Guntas**, situated at **Maragondanahalli Village**, Jigani Hobli, Anekal Taluk, Bangalore District in vide; conversion order dated **16/01/2014**, in vide; Conversion Order No.**ALN(AJ)SR63/2013-14**, for residential purpose, issued by Deputy Commissioner, Bangalore District, Bangalore and bounded on:

East by	:	Venkatappa's land,
West by	:	Remaining land in Sy. No. 76, presently Sy. No. 76/1,
North by	:	Land bearing Sy. No. 79,
South by	:	Road.

ITEM NO. 2:

All the piece and parcel of undeveloped converted land property bearing Sy. No. **76/1**, which measuring a portion of **00-9.26Guntas**, out of **4 Acres**, situated at **Maragondanahalli Village**, Jigani Hobli, Anekal Taluk, Bangalore District, Bangalore, in vide; Conversion Order dated **04/07/2012**, in vide; Conversion Order No. **ALN(AJ)SR.93/2012-13**, for residential use, issued by Deputy Commissioner, Bangalore District, Bangalore and bounded on:

East by	:	Land of Sy. No. 76/1,
West by	:	Road,
North by	:	Private Property,
South by	:	Land of Sy. No. 76/2.

COMPOSITE SCHEDULE 'A' PROPERTY

All that piece and parcel of immovable undeveloped converted land property bearing **Old Sy.No.76, New Sy. No.76/2**, measuring an extent of **1 Acre 02 Guntas**, situated at **Maragondanahalli Village**, Jigani Hobli, Anekal Taluk, Bangalore District in vide; conversion order dated **16/01/2014**, in vide; Conversion Order No. **ALN(AJ)SR63/2013-14**, for residential purpose, issued by Deputy Commissioner, Bangalore District, Bangalore and referred to as schedule property of **Item No. I** and whereas undeveloped converted land property bearing Sy. No. **76/1**, measuring a portion of **00-9.26Guntas**, out of **4 Acres**, situated at **Maragondanahalli Village**, Jigani Hobli, Anekal Taluk, Bangalore District, Bangalore, in vide; Conversion Order dated **04/07/2012**, in vide; Conversion Order No. **ALN(AJ)SR.93/2012-13**, for residential use, issued by Deputy Commissioner, Bangalore District, Bangalore and referred to as schedule property of **Item No. II**, which total measuring **1 Acre 11.26 Guntas** and referred to as **"composite schedule property"** and bounded on:

East by : Private Property,
West by : Road,
North by : Private Property,
South by : Road and Private Property.

SCHEDULE 'B' PROPERTY

(Un-divided share)

_____ Sq ft undivided share, right, title and interest of land in the total land of Schedule 'A' property referred to above.

SCHEDULE 'C' PROPERTY

(The Flat to be constructed)

Flat bearing No._____ in _____ **FLOOR** to be constructed over the Schedule 'A' property contains _____ Bed room, Kitchen, Dinning, Toilet/s, Living room, with one car parking bearing no. _____ and the super built area measuring _____ **SQ.FT** of the Apartment known as **"DS-MAX STARRY"** along with water and electricity together with common areas such as passages, lobbies, lifts, staircase and other areas for common use.

SCHEDULE 'D'

(Payment schedule)

Booking Amount	Rs. _____/-
20% on Agreement	Rs. _____/-
15% on Completion of Ground Slab.	Rs. _____/-
15% on Completion of First Slab.	Rs. _____/-
15% on Completion of Second Slab.	Rs. _____/-
15% on Completion of Third Slab.	Rs. _____/-
10% on Completion of Block Unit Work	Rs. _____/-
05% on Completion of Plastering Work	Rs. _____/-
05% on or before the date of Registration.	Rs. _____/-
Total:	<u>Rs. _____/-</u>

SCHEDULE 'E'
(Specifications)

STRUCTURE	:	RCC frame structure
WALLS	:	Concrete Block Construction
FLOORING	:	Vitrified Tiles
PLUMBING	:	European Water Closet (EWC) of Branded Make, Hot and Cold water mixer unit with shower in all toilets, all chromium plated fittings of Branded Make
ELECTRICAL	:	Anchor/equivalent Modular Switches, Anchor/equivalent Copper wires
DOOR	:	Main door of natural wood frame. Shutters with both sides Masonite skin.
WINDOWS	:	Powder coated anodized aluminum windows
KITCHEN	:	Black Granite platform slab with stainless steel sink
PAINTING	:	OBD (Oil Bound Distemper)

SCHEDULE 'F'
(Common Area)

Open spaces, Lobbies, staircases and passage inside and outside the building.

SCHEDULE 'G'
(Amenities))

Swimming Pool, Gymnasium, Children Play Area, Landscaped Garden, Jogging Track AC Provision for Master Bedroom, Lift Facility, Boundary Plantation, Power Back-up for common areas only, Intercom Facility.

IN WITNESS WHEREOF, the parties to this deed have set their hands to this **SALE CUM CONSTRUCTION AGREEMENT** on the **DAY, MONTH AND YEAR** as first mentioned above.

WITNESS

1.

OWNER/S/VENDOR/S
(REPRESENTED BY THEIR GPA HOLDER)

DEVELOPER/S

2.

PURCHASER/S