

SALE AGREEMENT

This **SALE AGREEMENT** (the "*Agreement*") is made and executed on this the _____th day of _____, Two Thousand and _____ (____/____/2017) at Bangalore.

BY AND BETWEEN:

M/s. Bharat & Bharath Properties, a registered firm having its office at No.17, 4th Floor, Shah Sultan, Ali Asker Road, Bangalore-560 052, represented by its authorised representative Mr. Gaurav K. Bhandari and Mr. Bharath C, hereinafter referred to as the **"Vendor"**, which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include his heirs, legal representatives, administrators, executors, nominees and permitted assigns of **ONE PART**;

AND

SRI._____, Son of Sri._____, Aged about _____ years, residing at No._____, Bangalore-560 0_____, hereinafter referred to as the **"Purchaser"**(which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include his heirs, legal representatives, administrators, executors, nominees and permitted assigns) of the **OTHER PART**;

*(The Vendor and the Purchaser shall hereinafter, wherever the context may so require, be individually referred to as **"Party"** or collectively as **"Parties"**, as the case may be)*

WHEREAS:

A. The Vendor is the absolute and true owner of all that piece and parcel of the converted property bearing Site No. 242A, bearing Khata No.

827/A formed in "Fortune Kosmos" Layout, formed in Sy No. 145 and 146/2 situated at Muthanallur Village, Sarjapur Hobli, Anekal Taluk, Bangalore Rural District, under Muthanallur Grama Panchayat limits, measuring about 28,564 Sq. ft., which is morefully described in the Schedule mentioned hereunder and hereinafter referred to as the "*Schedule 'A' Property*", being its self-acquired property;

- B. The Vendor represents to the Purchaser that Sy No. 145 measuring 2 Acres 31 Guntas (including 4 Guntas of Kharab) which is part of the Schedule 'A' Property was originally owned by one Sri. S. Nanjundappa, who sold the said Sy No. in favour of Sri. Gurumurthy Reddy, through a registered Sale Deed, registered as Document No. 2674/ 1969 - 70, Book I, Volume 1127, at pages 32 and 33, in the office of the Sub - Registrar, Anekal for a valuable sale consideration.
- C. The Vendor further represents to the Purchaser that by a registered Sale Deed dated 29.04.1995, the legal heirs of Sri. Gurumurthy Reddy along with the legal heirs of Sri.Nanjundappa sold the said property bearing Sy No. 145 in favour of Sri R. Rama Rao which is registered as Document No. 552/ 1995 - 96, Book I, Volume No. 1900, at Pages 72 to 78, in the office of the Sub - Registrar, Anekal. Subsequently all the revenue records pertaining to the property bearing Sy No. 145 stood mutated in the name of Sri Rama Rao.
- D. The Vendor represents that subsequent to the purchase of the property bearing Sy No. 145, Sri Rama Rao applied and got converted the said Sy. No. from agricultural to non - agricultural purposes, vide Official Memorandum bearing No. ALN/SR (A) 69/2002 - 03, dated 27.01.2003 issued by the Deputy Commissioner.

- E. The Vendor further represents to the Purchaser that Sri. Rama Rao sold the said Sy. No. in favour of Sri. C R Rajendra Babu through a registered Sale Deed dated 26.04.2004, registered as Document No. 1191-2004-05, in Book No.1, stored in CD No. ANKD26 in the office of the Sub-Registrar, Anekal.
- F. The Vendor represents to the Purchaser that Sri. C. R. Rajendra Babu executed a registered power of attorney dated 22.07.2006 in favour of M/s. Fortune Projects, represented by its partners (1) Mohammed Ghouse Farooq and (2) D. V. Bhuvanesh which was registered as Document No. 725/ 2006 - 07, in Book IV, stored in CD No. ANKD181, in the office of the Sub - Registrar, Anekal, thereby authorizing his attorneys to do various acts including execution and registration of sale deeds in respect of the said property bearing Sy No. 145.
- G. The Vendor further represents that Sri C. R. Rajendra Babu, through his power of attorney holder M/s. Fortune Projects, sold the said property bearing Sy No. 145 measuring 2 Acres 31 Guntas in favour of M/s. Fortune Projects, through a registered Sale Deed dated 20.12.2006, registered as Document No.2808/07-08, Book I, stored in CD No. ANKD206, in the office of the Senior Sub-Registrar, Anekal.
- H. In respect of Survey No. 146/2 measuring 26.5 guntas, the Vendor represents to the purchaser that the said Sy. No. 146/2 fell into the share of Smt. Gowramma subsequent to a panchayat parikat. Thereafter, by virtue of a registered Sale Deed dated 22.12.2001, Smt. Gowramma, along with her two sons, namely, Sri Prakash Reddy and Sri Ambarish Reddy, sold the Sy No. 146/2 to an extent of 26.5 Guntas

in favour of N. Balakrishna Naidu, registered as Document No. 5957/ 2001 - 02, in Book I and stored in CD No. ANKL - SR - 6/2001 - 02, in the office of the Sub - Registrar, Anekal.

- I. The Vendor further represents to the Purchaser that Sri Balakrishna Naidu sold the said property in favour of Sri D. V. Bhuvanesh through a registered Sale Deed dated 12.09.2003, registered as Document No. 6925/ 2003 - 04, in Book I and stored in CD No. ANKL - SR - 40/2003 - 04, in the office of the Sub - Registrar, Anekal. The said Sy No. 46/2 measuring 26.5 guntas, was converted and thereafter Sri D. V. Bhuvanesh conveyed the converted property bearing Sy No. 146/2 to an extent of 26.5 Guntas in favour of M/s. Fortune Projects through a registered Sale Deed dated 02.03.2005 registered as Document No. 26687/ 2004 - 05, in Book I and stored in CD No. ANKD 54, in the office of the Sub - Registrar, Anekal.
- J. The Vendor represents to the Purchaser that M/s. Fortune Projects became the absolute owner of the converted land bearing Sy No. 145 measuring 2 Acres 31 Guntas and land bearing Sy No. 146/2 measuring 26.5 guntas. The Vendor further represents to the Purchaser that M/s. Fortune Projects obtained layout sanction plan dated 19.05.2010, issued by the Planning Authority, Anekal, in respect of the said converted properties bearing Sy Nos. 145 and 146/2 of Muthanallur Village, amongst various other properties, to develop the said property into a layout consisting various sites.

- K. The Vendor further represents that Sri. D. V. Bhuvanesh retired from the firm – M/s. Fortune Projects, on and with effect from 18.06.2010. However, Mr. Mohammed Ghouse and Mrs. Arshiya Farooq continued to be partners of the said firm. As a measure to settle the accounts of the retiring partner, various sites situated in Fortune Kosmos were settled/ allotted Sri. D. V. Bhuvanesh. On 18.04.2011, Mr. Mohammed Ghouse, Mrs. Arshiya Farooq and Mr. D. V. Bhuvanesh (retiring partner) entered into a registered Supplementary Deed to the Retirement Deed dated 16.06.2010 wherein the Schedule 'A' Property along with other Sites in Fortune Kosmos Layout was conveyed to Sri D. V. Bhuvanesh. The site bearing No. 242 originally measured 47,968.05 Sq Ft. However, the western portion of the site bearing No. 242 measuring about 28,564, which is Schedule 'A' Property was only conveyed to Sri D. V. Bhuvanesh under the said supplementary deed.
- L. The Vendor represents that the Annexure to the said Supplementary Deed however provided that Sri D. V. Bhuvanesh could not sell the Schedule 'A' Property to any other person unless M/s. Fortune Projects (through its remaining/ continuing partners) refuses to exercise their right of first purchase. There was a further condition cast on Sri D. V. Bhuvanesh that he could not sell the Schedule 'A' Property by dividing it into several pieces and that the Schedule 'A' Property measuring 28,564 Sq. Ft should be sold as one property.
- M. The Vendor further represents to the Purchaser that on 31.01.2012, M/s. Fortune Projects issued a no objection letter to Sri D. V.

Bhuvanesh stating that Sri D. V. Bhuvanesh could sell the Schedule 'A' Property to any third party and they would not object to the same

- N. The Vendor represents that subsequently Sri D. V. Bhuvanesh sold the Schedule 'A' Property to (1) Meka Kesava Sambasiva Rao, (2) Y. N. Kameshwara Rao, (3) R. Subba Naidu, (4) K. V. Sambashiva Rao and (5) M. Vasantha Kumar by way of a registered Sale Deed dated 28.04.2011, registered as Document No. 592/2011-12, in Book No. 1, and stored in CD No.SRJD67 in the office of the Sub-Registrar, Anekal. Since the said Sale Deed had certain discrepancies in as much as the total extent and the boundaries of the Schedule 'A' Property was concerned, Sri D. V. Bhuvanesh executed a registered Rectification Deed dated 18.04.2012, registered as Document No. 292/2012, in Book No. 1, stored in CD No. SRJD100, in the office of the Sub-Registrar, Anekal, in favour of the above named purchasers rectifying the said defects existed in the sale deed dated 28.04.2011.
- O. The Vendor represents to the Purchaser that through a registered Sale Deed dated 20.06.2012, (1) Meka Kesava Sambasiva Rao, (2) Y. N. Kameshwara Rao, (3) R. Subba Naidu, (4) K. V. Sambashiva Rao and (5) M. Vasantha Kumar conveyed the Schedule 'A' Property in favour of M/s. Bharath and Bharath Properties, registered as Document No.1663/2012-13 in Book No. 1, stored in CD No.SRJD102, in the office of the Sub-Registrar, Sarjapur.
- P. The Vendor represents to the Purchaser that ever since the date of purchase, the Vendor is in peaceful possession and enjoyment of the Schedule 'A' Property by paying all the taxes and revenue charges to

the competent authority regularly in respect of the said property in Schedule 'A' Property.

- Q. The Vendor represents to the Purchaser that the Vendor has proposed to construct a residential apartment complex in the Schedule 'A' Property. The Vendor further represents to the Purchaser that it has applied and obtained an approved building sanction plan dated 03.03.2015 from the Anekal Planning Authority to construct high rise residential building in the Schedule 'A' Property consisting of ground and eight floors with covered car park on the ground floor, club house and swimming pool, common areas such as entrance/ lobbies, staircase, passages, lift, etc., along with other facilities. The residential apartment to be developed/constructed in the Schedule 'A' Property is named as "Pearl Peridot".
- R. The Vendor has evolved a scheme of ownership of residential apartments in "Pearl Peridot" being developed in Schedule 'A' Property, in terms of which the Purchaser who is desirous of owning an apartment in any of the floors in the said residential building shall purchase from the Vendor the proportionate undivided interest in Schedule 'A' Property by entering into an agreement to sell with the Vendor, and shall also enter into an agreement of construction of the apartment of his/her choice in the Schedule 'A' Property. Each of the owner/s of the apartments in "Pearl Peridot" will be proportionately holding undivided right, title and interest in Schedule 'A' Property and the aforesaid scheme forms basis of this agreement.

- S. After due verification and scrutiny and being satisfied with the title of the Vendor in respect of the Schedule 'A' Property and with the sanctions obtained by them, the Purchaser is interested in constructing and owning an apartment on the Sixth Floor on the West side at "Pearl Peridot" to be built in Schedule 'A' Property and the Purchaser has agreed to purchase the undivided share in the Schedule 'A' Property, proportionate to the apartment bearing No._____, on the _____ Floor, chosen by him, from the Vendor and the Purchaser has also entered into an agreement for construction of the said apartment on this day.
- T. The undivided share of interest in land in Schedule 'A' property, agreed to be conveyed under this agreement is more fully described in the Schedule 'B' hereunder and hereinafter referred to as Schedule 'B' Property and the apartment bearing No._____ in _____ Floor of "Pearl Peridot" agreed to be constructed through the Vendor is more fully described in the Schedule 'C' hereunder and hereinafter referred to as Schedule 'C' Property.
- U. The Vendor has agreed to sell and the Purchaser has agreed to purchase the Schedule 'B' Property for a sum of **Rs.**_____/-, **(Rupees _____ only)** on terms and conditions that are set forth herein below;

NOW THEREFORE IN CONSIDERATION HEREINBEFORE MENTIONED, THIS AGREEMENT WITNESSETH AS FOLLOWS: -

I. CONSIDERATION AND TERMS OF PAYMENT

- i) That in pursuance of the foregoing and in consideration of the mutual obligations undertaken by the Parties hereto and in consideration of the sum of **Rs.**_____/-, (**Rupees** _____ **only**) paid by the Purchaser to the Vendor in the manner hereinafter set forth and subject to the covenants contained herein, the Vendor hereby agrees to sell and the Purchaser hereby agrees to purchase the Schedule 'B' Property together with all common ways, easements and appurtenances, right, title, interest, property in the Schedule 'A' Property free from all encumbrances, attachments, charges and any other claims whatsoever.
- ii) The Purchaser has paid a sum of **Rs.**_____/- (**Rupees** _____ **Only**) as an advance to the Vendor in respect of the Schedule 'B' Property.
- iii) The Vendor is in receipt of the part sale consideration which is hereby confirmed and acknowledged by the Vendor. The Vendor agrees that the Purchaser has made part payment of the consideration amount and

balance payment of **Rs._____/-, (Rupees _____ only)** is to be made by the Purchaser towards the Sale Consideration in respect of the Schedule 'B' Property within 21 days from the date of this agreement.

- iv) Parties agree that the Vendor shall intimate the Purchaser of the date on which the payment of installment falls due and shall accordingly provide a time limit of 15 days from the date of receiving the notice of payment for the purchaser to pay the installment of the balance sale consideration amount.
- v) It is agreed that in the event there being any undue delay/ default by the Purchaser to pay the balance sale consideration within 15 days from the date of receiving demand payment notice as per the payment Schedule agreed to hereinabove, the Purchaser shall be liable to pay the same with interest @ 18%, for the delayed period. Without prejudice to claim the penalty or interest amount, the Vendor, at its option shall also be entitled to terminate this Agreement by issuing another notice calling upon the Purchaser to pay the arrears together with interest for the delayed payment within 15 days from the date of receipt of such notice. Failure on the part of the Purchaser to pay the entire arrears together with interest thereon within 15 days from the date of service of notice, this agreement shall be deemed to have been terminated. In case of such termination, the Vendor shall deduct 10% of the amount paid as liquidated damages and refund the remaining balance sale consideration amount to the Purchaser within 15 days from the date of termination. Any delay in payment of the balance sale consideration amount by the Vendor shall entitle the Purchaser to

claim interest at the rate of 18% p.a.

- vi) Upon such termination the Purchaser shall not have any claims over the Schedule 'B' and 'C' Property and the Vendor shall be entitled to deal with the same as it may deem fit and appropriate. If however, the Purchaser pays up the arrears with the agreed rate of interest 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. However, at no point of time the Purchaser will have any rights over Schedule B property and the Schedule C apartment, till such apartment is completed and handed over to the purchaser by registration of sale deed with respect to the Schedule B property.
- vii) The Vendor and the Purchaser herein have entered into a construction agreement along with this agreement on this day wherein the Purchaser has enabled the Vendor to construct an apartment as described in Schedule 'C' Property and the Purchaser shall not seek partition or division or separate possession in respect of any portion of Schedule 'A' Property under any circumstances.

II. OBJECT OF SALE OF UNDIVIDED SHARE OF INTEREST IN LAND

- i) The agreement for sale of Schedule 'B' Property is to enable the Purchaser/s to own the Schedule 'C' property after getting the same constructed through the Vendor in terms of the construction agreement of this date entered into between the Vendor and the Purchaser. Till the completion of the construction of Schedule 'C' apartment and payment

of entire construction cost in terms of the construction agreement and the sale price of Schedule 'B' property in terms of this agreement, the purchaser/s shall have no right of what so ever nature in the Schedule 'B' and Schedule 'C' properties.

- ii) The purchaser/s shall not seek partition or separate possession of schedule 'B' property and in no way the purchaser/s shall object for construction of apartments by other purchaser/s of undivided shares in the Schedule 'A' Property and shall not call in question the sale price that will be settled with the purchasers of the other undivided shares in Schedule 'A' Property.

III. NATURE OF RIGHT OF USAGE

- i) It is hereby agreed and confirmed that the residential apartment to be constructed in the Schedule 'A' Property in which the Schedule 'C' Property is situated shall be held by all the apartment owners owning apartments in the said building, each having an undivided share therein as per the terms and conditions mentioned herein and to be mentioned in the Sale Deed to be obtained from the Vendor and all the common areas such as passages, lobbies, stair cases, roads, water lines, sewer lines as also the other areas which are used in common by the apartment owners, will belong to and vest in the apartment owners to be used by all of them jointly and in common and none of the apartment owners shall place any obstructions or store or keep any articles in the common areas.
- ii) It is explicitly made clear and agreed between the parties that Purchaser/s shall not have any right and interest in the terrace area of

“Pearl Peridot”. The right to use the entire terrace shall exclusively lie with the Vendor who is hereby specifically retaining such rights. The purchaser/s has/have no objection to the Vendor retaining such exclusive rights to such owners who have specifically acquired such rights and the Purchaser undertakes not to interfere with such peaceful possession and enjoyment of such areas. Other than the Vendor no other persons shall have any right therein and shall have no right to question the Vendor retaining such rights. The terrace area retained by the Vendor thereof is for the exclusive use and enjoyment by the Vendor who shall have the right to put up any construction or enclose the private terrace attached to the apartment or alter the nature of use thereof. The Vendor also reserves the right to construct additional floors if permitted by the competent authority at any point of time. The Vendor also reserves itself the right to utilize the Transfer of Development Rights (TDR), as and when it is allotted to the Vendor or otherwise acquired by the Vendor to construct additional floors in the residential apartment building to be constructed on the Schedule A Property.

- iii) The Purchaser/s agree/s to own and enjoy Schedule 'B' Property and Schedule 'C' Property to be built in common with other owner/s or purchaser/s and shall be entitled to all those rights stated in Schedule 'D' here under and the Purchaser shall be liable to comply and adhere to all those restrictions and obligations imposed on the Purchaser/s as detailed in Schedule 'E' hereunder. However such right shall be acquired only at the time of registration of the Schedule 'B' property in his/her/their names. The rights and obligations so detailed in Schedule 'D' and 'E' hereunder are common to all apartment owners,

the Vendor however shall be entitled to confer additional benefits and rights to specific purchaser/s at its discretion.

- iv) The Vendor will be undertaking the construction and development of the Schedule 'A' property. All common facilities and amenities including swimming pool and Club house facility, at the sole discretion of the Vendor and subject to the terms and conditions that would be imposed on the Schedule 'A' property apartment owners, will be made available to all the apartment/tenement/unit owners and the same would be constructed/developed by the Vendor in Schedule 'A' Property.
- v) The First Party shall help the apartment owners form the Apartment Owners Association within 2 years from the date of completion of construction of the Schedule 'A' Property. The First Party shall not collect any legal fees for the formation of the said Association. However, the said Association shall come into effect after two years from the date of completion of construction. Once the Association is formed, the First Party shall not interfere with the functioning of the Association, but only act as a member of the association and participate in its affairs, in the event of the First Party retaining any of the apartment/s in Pearl Peridot.
- vi) The Purchaser do hereby expressly give his consent and no objection to the Vendor for using any portion of the Schedule 'A' Property and or the lands abutting the Schedule 'A' Property for commercial

developments/ purposes/ service apartments, subject to Vendor obtaining the necessary approvals from the competent authorities.

- vii) Though the purchaser/s is/are purchasing the undivided share in the entire Schedule 'A' property, the purchaser/s rights are confined to the land earmarked for the construction of the respective building of the apartment in which the Schedule 'C' property will be situated.
- viii) The Vendor has hereby allotted one car park space at the ground floor to every Purchaser in the Schedule 'A' Property and the Purchaser/s shall not have the right to put up any construction or enclose the same or alter the nature of use thereof. The parking space specifically allotted to purchaser/s is for exclusive use and enjoyment by purchaser/s and the purchaser/s shall not have any right to put up any construction on the parking space or enclose the same or use/convert it for any purpose other than as car parking space.
- ix) Upon handing over Schedule 'C' Property, 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 attached to the apartment, except with the prior approval of the Vendor or the Apartment Association, as the case may be.
- x) The Purchaser shall jointly observe the rules, regulations, restrictions that may be generally/specifically proposed/ prescribed by the

Vendor or the agency appointed periodically for the maintenance of all common areas and facilities in “Pearl Peridot ”.

- xi) The Purchaser/s further covenant/s to use and enjoy all the common area and amenities such as common area, roads, open spaces, common electrical lines and lighting, sewer, drain, water lines, pipes , internal roads, pavements etc., in Schedule ‘A’ Property in common with the owners of other apartments. The purchaser/s shall not place any objects/things/articles which hinders free use of common area and amenities and the purchaser shall not use the common area, roads, open spaces in the Schedule ‘A’ property for dumping materials/debris etc.,
- xii) The drive way, garden areas and other greenery within the Schedule ‘A’ Property are for common use and enjoyment of the owners of the said residential apartments and the same shall be kept free from obstructions and constructions at all times. Garden areas shall always be kept as garden areas only. None of the owners of the respective blocks in Schedule A property shall enclose the blocks or their apartments with any compound or fencing.
- xiii) The purchaser/s shall strictly observe the rules, regulations, restrictions that may be generally /specifically imposed / prescribed by the Vendor or the agency appointed periodically for the maintenance of all common areas and facilities in Schedule ‘A’

Property, by the Vendor or by the Apartment Owners Association in the future.

IV. CLUB HOUSE

- i) The Vendor is providing clubhouse in Schedule 'A' Property for the use and enjoyment of all owners and their transferees/ tenants in Schedule 'A' property and the owners/transferees of the apartments that would be constructed/developed by the Vendor in the Schedule 'A' Property and the purchaser/s are eligible to become member/s and utilize the facilities available in the club subject to the rules, regulations and bye-laws that may be framed from time to time for use of such facilities and on payment of such charges/fee as may be prescribed by the Vendor or the Association to be formed for operating the Club House from time to time and on compliance of rules and regulations imposed for enjoying the said facilities.
- ii) The ownership and possession of the fittings and fixtures in the club house including any movable assets will remain to be in the ownership of the Vendor/s until the date of execution and registration of Sale Deed. However, on execution of Sale Deed pertaining to Schedule B and C Property and on the Apartment Owners' Association taking charge of the management of Pearl Peridot, the said fittings and fixtures shall be deemed to be transferred to the Association for the common usage of the apartment owners and/or residents.

- iii) The Vendor shall run the club for 2 years and on the formation of the Apartment Owners Association, they shall run the club house and its activities.
- iv) In the event of transfer of ownership of Schedule 'C' apartment, the membership will be transferred to the transferee subject to payment of transfer fee and service charges to the Association.

V. EXECUTION OF SALE DEED

The Vendor shall, upon fulfilment by the Purchaser of all the terms and conditions of this Agreement and the said construction agreement, execute and register a Sale Deed in favour of the Purchaser/s in respect of the Schedule 'B' and 'C' Property only after completion of the Schedule 'C' apartment in all respect and after obtaining possession certificate from the competent authority and the Vendor hereby undertakes to do, execute and perform all such acts, deeds and things that may be necessary and at the cost of the Purchaser/s to effectively convey its title to the Schedule 'B' and 'C' Property to the Purchaser/s. The Purchaser shall not be entitled to claim conveyance of the Schedule 'B' and 'C' Property until compliance of all terms and conditions of this Agreement and the construction agreement. The Vendor shall obtain such sanction clearances as are required for sale of Schedule 'B' and 'C' Property. Both the parties shall co-operate with each other for registration of the Sale Deed in pursuance of this Agreement. The purchaser/s agree/s not to claim possession till sale deed is executed and registered in his /their favour.

VI. STAMP DUTY AND FEES ETC

The Purchaser shall exclusively bear all stamp duty, registration charges, deficit stamp duty (if any), legal expenses and all other miscellaneous and incidental expenses for registration of the Sale Deed.

VII. PROPERTY TAXES

The Vendor shall pay property taxes, pro rata charges and all the other outgoings in respect of the Schedule 'B' Property up-to the date of registration of sale deed or the delivery of possession of the Schedule 'C' Property whichever is earlier. The Purchaser shall be liable to pay the said taxes etc., from the date of registration of Sale Deed or from the date of delivery of the Schedule 'C' Apartment, whichever is earlier. However, if either the state or central government introduces a new levy of taxes subsequent to the execution of the sale deed, then such taxes will be additionally collected from the Purchaser/s.

VIII. NO RIGHT TO OBSTRUCT DEVELOPMENT

The purchaser/s shall have no right at any time whatsoever to obstruct or hinder the progress of the construction of the apartment and other developments or any part thereof in Schedule 'A' Property, the larger property and all the lands abutting the larger property that may be acquired by the Vendor for development.

IX. RIGHT TO REBUILD

In the event of destruction of building/s in Schedule 'A' Property or portions thereof, irrespective of such destruction is due to natural calamities, rioting, fire, inundation of water or natural wear and tear, or otherwise for any reason

whatsoever nature, the respective owners of the apartments shall have the right to put up the respective spaces/floors in the place now situated subject to sanction of the plans from the appropriate and competent authorities, as such the purchaser/s shall have the right to put up only the Schedule 'C' Property as per the sanction plan. If the total built up area sanctioned by the authorities is equivalent to the present area, then the purchaser/s will have the right to construct and own the same area as owned by him prior to the date of destruction. However, if the area sanctioned is reduced, the purchaser/s will have the right to construct and own proportionate area. If the sanctioned area is more, the additional area shall accrue to the benefit of the Vendor proportionately, subject to the Vendor proportionately bearing the cost of construction. Whenever the constructions are so put up after destruction, the foundation for such construction shall be of such and should be able to withstand a minimum of basement, ground and the number of floors that existed prior to its destruction or demolition and for such foundation the respective owners should bear the cost in proportion to the areas in their occupation and accordingly the purchaser/s shall bear the cost in the ratio of ownership. In the event of any disputes relating to the proposed construction of the apartments in Schedule 'A' Property and/or the respective floors, the same shall be settled through arbitration amongst all the disputed parties and the decision in such arbitration shall be final and binding on all the parties.

X. ASSIGNMENT/NOMINATION

The purchaser/s shall not assign/nominate/transfer his/her/their interest under this agreement without the prior written consent of the Vendor. It is explicitly made clear that the Vendor is not obliged to give its consent for any assignment/nomination by the purchaser/s as this contract is exclusive in

nature. The Vendor at its discretion may give consent for assignment. It is also agreed that in the event the Vendor give its consent for assignment of purchaser/s interest in this agreement, the assignee/s shall comply with all the terms and conditions which the purchaser/s is/are required to comply. Furthermore, the transferor/ Purchaser herein shall be liable to pay the Vendor a sum equivalent to 25% of the amount in excess of the sale consideration amount agreed hereunder, which may be paid by such assignee to the Purchaser/ Vendor as the case may be, towards administrative charges/transfer fee/ consideration for giving such consent. Further, as this agreement and the construction agreement are co-terminus in nature, the purchaser/s shall not be entitled to assign either of these agreements independently without assigning the other agreement i.e. the purchaser/s shall not be entitled to assign his/her/their rights under this agreement without assigning his/her/their rights under the construction agreement and vice versa.

XI. KHATA TRANSFER

On execution and registration of the sale deed the purchaser/s is/are entitled to secure Khatha of Schedule B and C Properties to his/her/their name/s at his/her/their cost from the concerned authority and Vendor agrees to sign necessary consent letters and secure the Khatha on payment of services charges thereof.

The purchaser/s agrees to pay the Vendor the service charges and Khatha transfer fee that are necessary for securing separate assessment for Schedule C Property and transfer of Khatha to the name /s of purchaser/s.

XII. NOT TO ALTER NAME

The Purchaser shall not alter or subscribe to the alteration of the name of the Project “**Pearl Peridot**” given by the Vendor.

XIII. NOTICES

Any notice or correspondence to be sent to any party under this agreement shall be addressed and sent to their respective address mentioned in this agreement and such notices and correspondence are deemed to have been served on the parties if addressed and sent by certificate of posting, Registered post or by courier or by personal delivery. The party sending notice/correspondence is not responsible for non delivery due to change in the address if the party changing the address has not intimated in writing the change in the address to the Vendor.

XIV. POSSESSION

The Vendor shall deliver and put the purchaser/s in constructive possession of schedule B Property and actual, Physical, vacant possession of Schedule C Property on the execution of the sale deed after complying all the terms of this agreement and construction agreement and on securing the possession certificate/ occupancy certificate from the relevant authority.

XV. COMPLETE AGREEMENT

The parties acknowledge that this is the complete agreement. This agreement supersedes Brochures, letter of offer/payment plan, any prior agreements and representations between the parties, whether written or oral. Any such prior arrangements are cancelled as at this date.

XVI. AMENDMENT

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

XVII. SEVERABILITY

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

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

XVIII. CUSTODY

The original of this agreement shall be with the Purchaser/s and a duly signed copy thereof shall be provided to the Vendor.

SCHEDULE 'A' PROPERTY

All that piece and parcel of immovable property bearing Site No. 242A, Khata No. 827/A formed in "Fortune Kosmos" Layout, situated in Sy No. 145 and 146/2 at Muthanallur Village, Sarjapur Hobli, Anekal Taluk, Bangalore, under Muthanallur Grama Panchayat limits measuring East to West on the northern side about 161 feet and about 129 feet 2 inches on the southern side, North to South on the eastern side about 183 feet 5 inches and about 210 feet 4 inches on the western side, totally measuring about 28,564 square feet and bounded as follows:

East by : Remaining portion of Site No. 242 belonging to M/s. Fortune Projects;
West by : Pathway;
North by : Site No. 250, 251 and 12 Meters Road; and
South by : 15 meters Road.

SCHEDULE 'B' PROPERTY

An undivided share of _____ square feet or _____% in the immovable property mentioned in Schedule 'A' Property.

SCHEDULE 'C' PROPERTY

Apartment bearing No._____, in the _____ Floor, constructed on the Schedule 'A' Property known as "Pearl Peridot", measuring a carpet area of _____ square feet, containing _____ bedrooms, together with one covered car parking space at the ground level, excluding external walls, shafts, private terrace and proportionate share in the common area such as passages, lobbies, staircase, etc.,

SCHEDULE 'D'

RIGHTS OF THE PURCHASERS

- 1) The Purchaser shall have the right to construct and own an apartment described in the Schedule 'C' above for residential purposes subject to the terms of construction agreement.
- 2) The right and liberty to the Purchaser and all persons entitled, authorized or permitted by the Purchaser (in common with all other persons entitled, permitted or authorized to a similar right) at all times, and for all purposes, to use the staircases, passages and common areas in the Building for ingress and egress and use in common.
- 3) The Purchaser shall have the right to subjacent lateral vertical and horizontal support for the Schedule 'C' Apartment from other parts of the Building;
- 4) The Purchaser shall have the right to free and uninterrupted passage of water, electricity, sewerage, etc., from and to the Schedule 'C' Apartment through the pipes, wires, sewer lines, drain and water courses, cables, pipes and wires which are or may at any time hereafter be, in, under or passing through the Building or any part thereof by the Schedule 'A' Property.
- 5) The Purchaser shall have the Right to lay cables or wires for Radio, Television, Telephone, Data, Cable and such other installations, in any part of the Building, however, recognizing and reciprocating such rights of the other apartment owners.
- 6) Right of entry and passage for the Purchasers with/without workmen to other parts of the Building at all reasonable times after notice to enter into and upon other parts of the Building for the purpose of repairs to or maintenance of the Schedule 'C' Apartment or for repairing, cleaning, maintaining or removing the water tanks, sewer, drains and water courses, cables, pipes and wires causing as little disturbance as possible to the other apartment owners and making good any damage caused.
- 7) Right to use along with other owners of Apartments all the common facilities provided therein on payment of such sums as may be prescribed from time to time by the Builder or the Owners Association of apartment owners.
- 8) Right of admission to the club House along with the other owners of "Pearl Peridot" and use of all facilities provided therein, in accordance with the rules, regulations and bye-laws that may be framed from time to time for use of such facilities and on payment of such charges/fee as may be prescribed by the Vendor or the Association operating the club House

from time to time and on compliance of rules and regulations imposed for enjoying the said facilities.

- 9) Right to use and enjoy the common areas and facilities in “Pearl Peridot” in accordance with the purpose for which they are installed without endangering or encroaching the lawful rights of other owners.
- 10) Right to make use of all the common road and passages provided in Schedule 'A' Property to reach the Schedule 'C' Apartment without causing any obstruction for free movement therein.

SCHEDULE 'E'

OBLIGATIONS ON THE PURCHASER/S

- 1) Not to raise any construction or demolish or remove the walls inside the Schedule 'C' apartment and/ or cover the front door and/or open balconies with grills or otherwise, without the written consent from the Vendor or the Apartment Association, as the case may be.
- 2) Not to use or permit the use of the Schedule 'C' Apartment in such manner which would diminish the value of the utility in the property described in the Schedule 'A' above.
- 3) Not to use the space in the land described in Schedule 'A' Property for parking any vehicles or to use the same in any manner which might cause hindrances to or obstruct the movement of vehicles parked in the parking slots/spaces or for users of adjoining properties.
- 4) Not to default in payment of any taxes or government levies to be shared by all the apartment owners of the property described in the Schedule 'A' Property.
- 5) Not to decorate the exterior part of the Schedule 'C' Apartment to be constructed otherwise than the manner agreed to by at least two third majority of the owners of the apartment building, through a resolution passed by the Association, on the land described under Schedule 'A' above.
- 6) Not to make any arrangements for maintenance of the building and for ensuring common amenities herein for the benefit of all concerned other than that agreed to by two third majority of all apartment owners.

- 7) The Purchasers shall have no objection whatsoever to the Vendor handing over the common areas and the facilities to the common organization or association as soon as it is formed and pending formation of the same, the Vendor shall retain the same and the Purchasers have given specific consent to this undertaking.
- 8) Till the expiry of two years from the date of completion of the Schedule 'C' apartment, the Purchaser is not liable to pay maintenance charges and after the expiry of two years he will be liable to pay the common area maintenance charges to the Vendor or the apartment owners association and or to the company appointed by the Vendor for maintenance of 'Pearl Peridot'.
- 9) The Purchasers shall become a Member of the Owners' Association to be formed amongst the owners of apartments in "Pearl Peridot". This Association will be formed after the expiry of 2 years from the date of completion of the entire 'Pearl Peridot' project or before the expiry of two years, if the Vendor deems it fit and appropriate to do so. The Purchaser hereby agree and undertake 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 agreed. The maintenance of all the common areas and facilities in "Pearl Peridot" shall be done by the "Vendor" until formation of Association and/or apartment of the Maintenance Company and the Purchaser shall pay all common expenses and other expenses, taxes and outgoings in terms of this Agreement and Construction Agreement. Such Association/Maintenance Company shall be purely for the purpose of maintenance and management of "Pearl Peridot".
- 10) It is hereby clarified and agreed that the expenses relating to common areas and common facilities shall be borne by the Apartment Owners proportionately.
- 11) No apartment Owner in "Pearl Peridot" is exempted from payment of common maintenance expenses by waiver of the use or enjoyment of all or any common areas and facilities or by non-occupation of the apartment.
- 12) The Purchaser shall use the apartment only for residential purposes and the car-parking space for parking a light vehicle and not for any other purposes.
- 13) The Purchaser shall not alter the front, side and rear elevations of the building.

- 14) From the date of completion of construction of the Schedule 'C' Apartment, the Purchaser shall maintain the apartment at his cost in a good and habitable condition and shall not do or suffer to be done anything in or to the said apartment and/or common passages, or the compound which may be against the rules and bye-laws of the Anekal Planning Authority/Anekal Development Authority or any other Authority. The Purchaser shall keep the apartment, walls, floor, roof, drains, pipes and appurtenances thereto belonging in good condition so as to support, shelter and protect the parts of the entire building and shall not do any work which jeopardizes the soundness or safety of the building or the property or reduce the value thereof or impair any assessment and shall not add any structure or excavate any basement or cellar. The Purchaser/s shall promptly report to the Vendor/Maintenance Agency/Association of Apartment Owners, as the case may be, of any leakage/seepage of water/sewerage and the like through the roof/ floor and wall of the said apartment and especially with regard to the external and common walls shared by the Apartment Owners.
- 15) It is specific term and condition of this Agreement and of the rights to be created in favour of the prospective Purchaser/s in "Pearl Peridot" in the said apartment, that
- a) The name and/or apartment number of the Purchaser/ s shall be put, in standardized letters and coloring only at the location/board that may be designated by the Vendor in the entrance lobby and at the entrance door of the particular apartment but at no other place in the building and the number shall not be altered.
 - b) No sign board, hoarding or any other logo or sign shall be put up by the Purchaser on the exterior of the building or on the other wall of the apartment.
 - c) The Purchaser/s shall not alter the colour scheme of the exterior of the building or of the exterior lobby, wall of the said apartment though the Purchaser shall be entitled to select and paint out any decoration/ painting of the interior of the said apartment. The Purchaser shall not be entitled to cover with grills or otherwise the open balconies of the Schedule 'C' apartment.
 - d) The Purchaser, while carrying on the interior decoration work within the Schedule 'C' apartment, shall not cause any nuisance/annoyance to the occupation of the other apartments in the building and shall not use the common area, roads, open spaces in the Schedule 'A' property for dumping materials/debris etc.,

- e) The Purchaser shall jointly observe the rules, regulations, restrictions that may be generally/specifically proposed/ prescribed by the Vendor or the agency/Association appointed periodically for the maintenance of all common areas and facilities in "Pearl Peridot".
 - f) The Purchaser shall carry out interior works only during the day time between 9 A.M. and 6 P.M. The Vendor does not owe any responsibility for any breakages, damages caused to any of the maintaining works or to the structure already handed over to the Purchaser but originally carried out by the Vendor. The Vendor is not answerable to any thefts during the course of interior works.
 - g) The Purchaser/shall not do anything that may adversely affect the aesthetic appearance/beauty of the building, nor do anything in the compound of the property which may cause any nuisance or obstruction or hindrance to the other owners.
 - h) The Vendor shall be at liberty to put up any additional construction over and above existing/sanctioned buildings, in order to utilize the maximum F.A.R in accordance with the modified sanctioned plans. The Purchasers shall not be entitled to object to the same or to cause any obstruction or hindrance thereof, nor to ask for any discount and/or rebate and/or abatement in the above mentioned consideration. Consequent to such further/additional construction, the undivided share of interest in land in Schedule 'A' property of the Purchaser/s would be reduced proportionately.
- 16) The Purchaser/s shall, from time to time, do and execute all further acts, deeds, matters and things as may be reasonably required by the Vendor for duly implementing the terms and conditions of this Agreement and for the formation of Owners Association.
- 17) As the Purchaser is one of the owners of the apartments at "Pearl Peridot", the Purchaser shall be entitled to use in common with the other Purchasers of the other apartments at "Pearl Peridot", the common areas and facilities listed hereunder.
- a) Entrance lobby and corridors;
 - b) Lifts/pumps/Generators;
 - c) Common Roads, Open Spaces;
 - d) Club House
 - e) Swimming Pool
 - f) All/ any other common facilities and amenities

- 18) The Purchaser shall be entitled to use the covered car parking space allotted to the Purchaser on the ground floor exclusively for the purpose of car parking. The Purchaser shall not have any right to object for allotment of parking spaces to the other apartment owners, nor shall he have any right to encroach or use other car parking spaces allotted or otherwise.
- 19) The Purchaser shall not at any time cause any annoyance, inconvenience or disturbance or injury to the occupiers of other apartments/Terrace area and parking spaces in the building by:
- a) closing the lobbies; stairways, passages and parking spaces and other common areas.
 - b) making any alterations in the elevation or both faces of external doors and windows of the apartment/parking space to be acquired by Purchasers which in the opinion of the Vendor differ from the scheme of the building.
 - c) making any structural alterations inside the apartment or making any fresh openings.
 - d) defaulting in payment of any taxes or levies to be shared by the other owners of apartments in the Schedule "A" Property or common expenses for maintenance of the building.
 - e) creating nuisance or annoyance or damages to other occupants and owners by allowing pounding, running machinery and causing similar disturbances and noises.
 - f) installing machinery, store/keep explosives, Inflammable/ prohibited articles which are hazardous, dangerous or combustible in nature.
 - g) using the common corridors, stair cases, lift lobbies and other common areas either for storage or for use by servants at any time.
 - h) bringing inside or park in the Schedule" A" Property any lorry or any heavy vehicles without the prior approval of the Vendor/ Maintenance Company.
 - i) using the apartment or portion thereof for the purpose other than for residential purposes and not to use for any illegal or immoral purpose.
 - j) entering or trespassing into the Parking Areas, Garden areas and Terrace Areas not earmarked for general common use.
 - k) throwing any rubbish or used articles in Schedule "A" Property other than in the Dustbin provided in the property.

- l) undertaking any interior decoration work or additions, alterations inside the apartment involving structural changes without prior consent in writing of the Vendor /Maintenance Company.
 - m) creating any nuisance or disturbance or misbehave in the matter of enjoying the common facilities provided to all the apartment owners in "Pearl Peridot".
 - n) refusing to pay the common maintenance expenses or user charges or such sums as are demanded for use and enjoyment of common facilities and club House in "Pearl Peridot"
 - o) Not to use the Schedule 'C' property as a transit apartment or service apartment and should not be let out /permit to use the same on daily/weekly/fortnightly basis.
- 20) The Purchaser shall not park any vehicles in any part of Schedule 'A' property except in the parking area specifically acquired by the Purchaser and earmarked for the Purchaser.
- 21) The Purchaser shall have no right at any time whatsoever to obstruct or hinder the progress of the construction of the multistoried buildings or any part thereof in the Schedule 'A' Property.
- 22) The common areas and facilities shall remain undivided and none of the apartment owners including the Purchaser shall bring any action for partition or division of any part thereof. Further the Purchaser shall not seek partition of undivided share in the Schedule 'A' Property.
- 23) The Purchaser can make use of the common areas and facilities in accordance with the purpose for which they are intended without hindering or encroaching upon the lawful rights of other apartment owners in "Pearl Peridot".
- 24) The Purchaser shall pay to the Vendor/Maintenance Company as the case may be the following expenses proportionately:
- a) Expenses incurred for maintenance of all the landscaping, gardens , maintenance of pots and plants and open spaces, white-washing and painting the exteriors and the common areas, the repair and maintenance of lifts, pumps, generators and other machinery, sanitary and electrical lines in the building, electricity and water charges for common services, replacement of fittings and bulbs in all common places, expenses for maintenance of the building
 - b) Payment of salaries to the property manager, security guards, lift operators, plumbers, electricians, gardeners, pump and generator operators and other technicians etc.

IN WITNESS WHEREOF the parties have signed and executed this Agreement to Sell on the Day, Month and Year first herein above written.

VENDOR

M/s BHARAT & BHARATH PROPERTIES

Represented by its Partners Gaurav K. Bhandari and Bharath C

PURCHASER

WITNESSES

Signature:

Signature:

Name:

Address:

Name:

Address: