

PARIWAR PRAGATHI

SALE AGREEMENT OF AN APARTMENT

This Agreement of Sale made at Bangalore on _____ Day of _____ 2017
(____/____/2017)

BETWEEN:

- 1) **Sri. B.V. ERAPPA**
Aged about 50 years,
S/o Late. Valappa
PAN NO AAEPE1118M
- 2) **Smt. P. ESWARI**
Aged about 41 years,
W/o. Sri. B.V.Erappa

Both residing at Bilekahalli Village,
Bannerghatta Road, Bangalore. and
- 3) **Sri. H. K. PATTABHIRAMAN (HUF),**
Aged about 69 years,
S/o. Late H. A. Krishnamurthy,
residing at Sunnydale, Sy. No. 83/1,
Kariappanahalli, Jigani Road,
Bannerghatta, Bangalore 560 083
PAN NO. _____

Hereinafter 1st, 2nd and 3rd Parties are collectively referred to as '**FIRST PARTY/LANDOWNER**' (which term wherever the context shall mean and include their respective legal heirs, representatives, assigns, executors etc) of one part.

REPRESENTED BY THEIR GPA HOLDER

M/s. PARIWAR HOUSING CORPORATION

A Registered Partnership Firm (JNR/57/2012-13)
With its Managing Partners

- (1) **Sri. Y. R. JANARDHANA RAO**
PAN NO. ACZPR2913C
Aged about 65 years,
S/o Late D. L. Ramiah
- (2) **Sri. ANAND**
PAN NO. ABEP7250P
Aged about 59 years,
S/o Late Chengam Naidu and
- (3) **Sri. A. KIRAN KUMAR**
PAN NO. CNCPK6716N
- (4) **Sri. Y. J. RAMESH as other Partners**
PAN NO. BHLPR7774M

Having its office at No. 167, 36th Cross,
18th Main, 4th 'T' Block Jayanagar,
Bangalore - 560 041.

[Hereinafter M/s. Pariwar Housing Corporation is referred to joint Development and General Power of Attorney Holder of the '**VENDOR**' of **FIRST PART**];

AND:

Mr. _____
Aged about _____ Years,
S/o. _____
Residing at No. _____

PAN No. _____

[Hereinafter referred to as the '**PURCHASER/S**' of the **SECOND PART**]

[THE TERMS VENDOR [FIRST PART] AND THE PURCHASER [SECOND PART] SHALL MEAN AND INCLUDE THEIR RESPECTIVE LEGAL HEIRS, SUCCESSORS, EXECUTORS, ADMINISTRATORS AND ASSIGNS]

WHEREAS, the Vendors are the absolute owner of the converted land bearing Sy. No. 90/1 measuring 3 Acres and 91/2 measuring to an extent of 1 Acre 24 Guntas (Totally measuring 4 Acres 24 Guntas) of land situated at Kammanahalli Village, Begur Hobli, Bangalore South which is morefully described in schedule hereunder and hereinafter referred to as "**SCHEDULE 'B' PROPERTY**";

WHEREAS M/s. Pariwar Housing Corporation, a Registered Partnership Firm with its Partners (1) Sri. Y. R. Janardhana Rao, (2) Sri. Anand, (3) Sri. A. Kiran Kumar and (4) Sri. Y. J. Ramesh where Sri. Y. R. Janardhana Rao and Sri. Anand are the Managing Partners. A resolution has been passed to this effect and Managing Partners are authorized to sign Sale Agreement, Sale Deed, Rectification Deed or any other document that may be required, to sell the apartments or to manage the affairs of the Partnership Firm. M/s. Pariwar Housing Corporation.

WHEREAS the Land owner **Sri. B.V.Erappa, Smt. P.Eswari, Sri. H. K. Pattabhiraman and the Developer M/s. Pariwar Housing Corporation** have agreed and entered into a Joint Development Agreement and General Power of Attorney with Landlords **Sri. B.V. Erappa, Smt. P. Eswari and Sri. H. K. Pattabhiraman** to develop the land bearing Sy. No. 90/1 measuring to an extent of 3 Acres and Sy. No. 91/2 measuring to an extent of 1 Acres 24 Guntas respectively situated at Kammanahalli Village, Begur Hobli, Bangalore South. On 30/08/2012 Joint Development Agreement bearing No. BNG(U)BGR/4715 2012-2013 and General Power of Attorney bearing No. BNG(U)BGR/137 2012-2013 with Sri. B.V. Erappa and Smt. P. Eswari was registered in the office of the Sub Registrar, Begur, Bangalore to develop the land Sy. No.90/1 of Kammanahalli Village, Begur Hobli, Bangalore South measuring to an extent of 3 Acres. On 24/2/2013 Joint Development Agreement bearing No.BNG(U)BGR/2444 2013-14 and

General Power of Attorney bearing No.BNG(U)BGR/78 2013-2014 was registered in the office of the Sub Registrar, Begur Hobli, Bangalore South for the land bearing Sy. No. 91/2 of Kammanahalli Village, Begur Hobli, Bangalore South measuring to an extent of 1 Acre 24 Guntas.

WHEREAS, in terms of the said Joint Development Agreement the Second Party/Developer is empowered to construct and develop a Residential complex by name "**PARIWAR PRAGATHI**" in 6 Blocks i.e. A, B, C, D, E & F Blocks (Ground + 11 Floors in A,B, E & F Blocks and Ground + 8 Floors in C & D Blocks) of residential complex on the land bearing Sy. Nos. 90/1 & Sy. No. 91/2 and the total area measuring to an extent of 4 Acres 24 Guntas out of which 3 Acres belongs to **Sri. B.V. ERAPPA and Smt. P. ESWARI** and the remaining 1 Acres 24 Guntas belongs to the other Landlord **SRI. H. K. PATTABHIRAMAN**.

WHEREAS, Pariwar Housing Corporation has agreed to share the constructed area of the proposed Residential complex in A, B, C, D, E & F Blocks in the ratio of 40% of super built up area corresponding to the extent of 3 Acres to Sri. B.V. Erappa and Smt. P. Eswari and 60% of 3 Acres to the Builder Pariwar Housing Corporation and apartment sharing agreement was made on 21.06.2017. It is agreed between the Landlord and the Builder to share the super built up area/ proportionate carpet area constructed according to the RERA Act.

With respect to Sy. No. 90/1 (which belongs to Sri. B.V.ERAPPA & Smt. P.Eswari.

WHEREAS Sri. B. V. Erappa (the First Owner herein) purchased the agricultural land bearing Sy. No. 90/1 measuring 3 Acres situated at Kammanahalli Village, Begur Hobli, Bangalore South Taluk, under a Sale deed dated 07/12/1988, registered as Document No.11242/88-89, Book-I, Volume 2987, pages 126 to 130, in the office of Sub-Registrar Bangalore South Taluk. The Khatha of the aforesaid land was mutated in the name of Sri. B. V. Erappa vide Mutation Register Extract No.23/88-89.

WHEREAS Sri. B. V. Erappa got conversion of the land bearing Sy. No.90/1 measuring 2 Acres situated at Kammanahalli Village, Begur Hobli, Bangalore South Taluk, Bangalore District, from agricultural purposes to non-agricultural residential purposes vide. B.DIS.ALN.SR(S)13/89-90, dated 23/08/1989, issued by Special Deputy Commissioner, Bangalore District.

WHEREAS subsequently Sri. B. V. Erappa conveyed the land bearing Sy.No.90/1 measuring 3 Acres (including converted land) situated at Kammanahalli Village, Begur Hobli, Bangalore South Taluk, under a Gift deed dated 11/08/2003, registered as Document No.9351/2003-04, in the office of Sub-Registrar Bangalore South Taluk, in favour of his wife Smt. P. Eswari.

WHEREAS Owners/Landlords got conversion of the land bearing Sy. No.90/1 measuring 1 Acre situated at Kammanahalli Village, Begur Hobli, Bangalore South Taluk, Bangalore District, from agricultural purposes to non-agricultural residential purposes vide. B.DIS.ALN.SR(S)75/2005-06, dated 26/09/2005, issued by Special Deputy Commissioner, Bangalore District.

WHEREAS the khatha in respect of land measuring 1 Acre 35 Guntas in Sy.No.90/1 and khatha in respect of land measuring 1 Acre 05 Guntas in Sy.No.90/1 was mutated in favour of Sri. B. V. Erappa and Smt. P. Eswari, vide Mutation Register Extract No.40/05-06.

WHEREAS the **OWNERS** herein became the absolute owners of the residentially converted land bearing Sy. No. 90/1 measuring 3 Acres, situated at Kammanahalli Village, Begur Hobli, Bangalore South Taluk, Bangalore, (Duly converted from Agricultural to Non- agricultural Residential Purposes vide order bearing no. B.DIS.ALN.SR(S)13/89-90 dated 23/08/1989 and B.DIS.ALN.SR(S)75/2005-06, dated 26/09/2005, issued by the Special Deputy Commissioner, Bangalore) which is more fully described in the '**SCHEDULE PROPERTY.**'

WHEREAS after due deliberation and based upon the representations, assurances and covenants made by the **OWNERS**, the **DEVELOPER** has agreed to develop the Schedule Property into "**Residential Apartments**" on joint development/sharing basis subject to the terms and conditions and covenants of this Joint Development Agreement No. BNG(U)BGR/4715 2012-2013 registered on 30/08/2012.

With respect to Sy. No. 91/2 (which belongs to Sri. H.K.Pattabhiraman)

WHEREAS in 1981 the Landlord purchased 05 guntas of agricultural land out of a total of 1 Acre 29 guntas in Sy. No. 91/2 situated at Kammanahalli Village, Begur Hobli, Bangalore South Taluk through a registered Sale Deed bearing registration No. 10668 of 1980-81 in book No. 1 Volume 1639, pages 183-184 registered at the sub -registrar's office, Bangalore South taluk. This land along with 8 ½ Guntas in Sy. No. 90/1 and 10 Guntas in Sy. No. 90/2 of Kammanahalli village belonging to the OWNER formed a 25 feet wide private road leading to his property in Sy. No. 64/1 of gottigere Village, Uttarahalli Hobli.

WHEREAS in 1990 the Landlord purchased the remaining land in Survey No. 91/2 totally measuring 1 Acre 29 Guntas situated at Kammanahalli village , Begur Hobli, Bangalore South Taluk through a sale deed registered in the office of the Sub-registrar Bangalore south Taluk , in book 1 volume No. 3221 of 68-69 as registered document number 6489/98-99 dated 12/01/1990.

The said lands in Sy. No. 91/2 was converted vide **Order No.ALN/(SOUTH)SR-241/05-06 Dated 20/05/2006** from agricultural to non-agricultural residential purpose by the Special Deputy Commissioner, Bangalore District.

WHEREAS the landlord **Sri. H.K.Pattabhiraman** has retained the private road measuring a total of 23 ½ Guntas and 1015 feet in length consisting of 5 Guntas of land in Sy. No. 91/2 purchased by him in 1981, 8 ½ Guntas in Sy. No. 90/1 and 10 guntas in Sy. No. 90/2 all situated in Kammanahalli village and this said road shall **NOT** form a part of this agreement and shall remain the private road belong to the said landlord.

WHEREAS the Landlord **Sri. H.K.Pattabhiraman** has approached the **DEVELOPER** offering the remaining 1 Acre 24 guntas purchased by him in 1990 out of the total 1 Acre 29 guntas of his land in Sy. No. 91/2, morefully described in the schedule hereunder and hereafter referred to as the **Schedule Property** to construct a residential apartment

WHEREAS, The Second Party/Developer has obtained a Amalgamated Khata bearing No. 8 of both the properties and single sanctioned plan bearing No. BBMP/ADDL DIR /JD(S)/0132/14-15 dated 05/06/2017 from BBMP to construct a residential complex in 6 Blocks i.e. A,B,C,D,E & F Blocks for the total area of 4 Acres 24 Guntas i.e. Sy. No. 90/1 Measuring to an extent of 3 Acres owned by **Sri. B.V. Erappa** and **Smt. P. Eswari**, and

Sy. No. 91/2 Measuring to an extent of 1 Acres 24 Guntas owned by **Sri. H. K. Pattabhiraman** at Kammanahalli Village, Begur Hobli, Bangalore South.

WHEREAS, now, the present Vendors **Sri. B.V.Erappa**, **Smt. P.Eswari** and **Sri. H.K.Pattabhiraman** are the absolute owner and the Pariwar Housing Corporation builder and agreement and GPA Holder has agreed to develop the site by construction of a multi-storied apartment building by name "**PARIWAR PRAGATHI**" with all modern facilities and Infrastructure and the same has been submitted to BBMP, Bangalore. On 05/06/2017, the Joint Director of BBMP has granted approval for the construction of "**PARIWAR PRAGATHI**", an apartment vide L.P. No. 0132/2014-15, which is morefully described in the Schedule 'A' Property. In pursuance of this scheme, the Vendor has worked out undivided share of each flat which is

proportionate to the constructed area of the corresponding flats and is morefully described in the Schedule 'B' Property and the flats super built-up area is morefully described in the Schedule 'C' Property of the apartment.

All the Purchaser/s intended to purchase a flat in the said project shall be buying the undivided share of the corresponding flat which is morefully described in Schedule 'B' Property along with **One Covered Car Parking space** provided in the plan. Thus, the owner of the flat shall have the right to use common areas, lifts, generator, gym with equipments, swimming pool etc provided by the Vendor/Builder/Developer to this project along with other flat owners of the project.

WHEREAS the Purchaser/s herein has inspected the building license and plans and all other permissions and sanctions, and have verified the scheme of development along with the title of the Vendor, and being fully satisfied with the same and expressed their willingness to purchase the **Flat bearing No. _____, Block - _____, _____ Floor** along with corresponding undivided share of _____ **Sft** and _____ **covered car parking area.**

WHEREAS the Builders have constructed the Schedule 'C' apartment in accordance with the sanctioned plan. Further, Builder has constructed the apartment as per the specifications shown in detail in the Schedule 'D' Property.

NOW THIS SALE AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. The Vendor has constructed the said building on the Schedule 'A' Property, in accordance with the plans, designs and specifications approved by the concerned authority. The Purchaser after verifying the sanctioned plan and the constructed flat decided and accepted to purchase **Flat bearing No. _____** in '**Pariwar Pragathi**' for a market value of **Rs. _____/- (Rupees _____ Only)**. The total Sale Consideration includes the land cost for the undivided share of land of _____ **Sq. Ft**, one covered car parking,
2. KEB, Water and Sanitary deposits, GST and one year maintenance. **The Stamp Duty and Registration Fees shall be borne by the Purchasers as applicable as on the day of registration as per the guideline value.**
3. The Vendor agreed to sell the un-divided share in the Schedule 'A' Property to an extent of _____ **Square Feet** and the Purchaser/s has agreed to purchase the Schedule 'B' Property and the Flat bearing **No. _____, _____ Floor, Block-_____** more fully described in Schedule 'C' Property with corresponding one covered car parking area.
4. The Purchaser/s have agreed to purchase the Schedule 'B' and Schedule 'C' Properties for the total Sale Consideration of **Rs. _____/- (Rupees _____ Only)** and the Purchaser/s shall not raise any claims in respect of the rates at which Builders/ Vendor have stipulated for other apartments in '**PARIWAR PRAGATHI**'.
5. The Purchaser/s herein as on this day paid an advance of **Rs. _____/- (Rupees _____ Only)** by way of Cheque bearing **No. _____** dated _____ of _____ and **Rs. _____ Only** by way of Cheque bearing **No. _____** dated _____ of _____ towards the total Sale Consideration of Schedule 'B' and Schedule 'C' in favour of '**PARIWAR HOUSING CORPORATION**'. In total, the Purchaser/s has paid **Rs. _____/- (Rupees _____ Only)** as advance as on this date.

6. The Purchaser/s have agreed to pay the balance Sale Consideration of **Rs. _____/-**
(Rupees _____ Only) in the following manner as and when the
Vendor raise the bill in accordance with the progress in construction of the apartment.

**The Stamp Duty and Registration Fees shall be borne by the Purchasers as applicable as
on the day of registration as per the guideline value.**

1. 20% Advance paid towards Agreement **Rs. _____/-**
2. 5% after the Basement Slab
3. 5% after the Ground Floor Slab
4. 5% after the First Floor Slab
5. 5% after Second Floor Slab
6. 5% after Third Floor Slab
7. 5% after Fourth Floor Slab
8. 5% after Fifth Floor Slab
9. 5% after Sixth Floor Slab
10. 5% after Seventh Floor Slab
11. 5% after Eighth Floor Slab
12. 5% after Ninth Floor Slab
13. 5% after Tenth Floor Slab
14. 5% after Eleventh Floor Slab
15. 5% after Laying of Bricks & Plastering
16. 5% after Flooring
17. Balance 5% at the time of Registration

7. The Purchaser/s have agreed to register the property either from their own funds or through Bank finance within a period of _____ days from the date of this Agreement. Time is the essence of this Contract and if the Purchaser/s fail to register the flat within the above said time, the Vendor is at liberty to enhance the Sale Consideration agreed in this Agreement.
8. The Purchaser/s have agreed to pay the necessary charges towards the property assessment and the transfer of Khata to their name in the BBMP after the registration of the said flat in their name.
9. The Vendor shall pay the land tax till the date of completion of construction of the apartment and the Purchaser/s shall pay the Corporation tax, levies as applicable to BBMP every year.
10. The Builders shall not be responsible for any defects in the building noticed after a period of 12 months from the date of delivery of possession of Schedule 'C' apartment.
11. This Agreement shall be executed in Duplicate and the Originals would be in the possession of the Purchaser/s herein and the Duplicate with the Builders.
12. In case of change in the area of the flat, the total consideration shall be calculated according to the actual measurements, for which the Purchaser/s are binding to pay extra Sale Consideration or to receive the excess amount paid to the Vendor/Builders.

13. The Vendor shall deliver the possession of the apartment to the Purchaser/s in the month of _____ and shall be entitled to reasonable extension of _____ from the delivery of possession of the apartment on the aforesaid date if the completion of the said building is delayed on account of non-availability of steel, cement, other building material, water or electric supply or due of the act of God or any notice, order rule, notification of the Government, or any other statutory authorities and/or other public or competent authority or on account of non-issue of building completion, water or electricity connection or on account of any order of any court affecting the construction work of the building.
14. The Vendor shall deliver the possession of the apartment to the Purchaser/s only if the Purchaser/s have paid all the amounts payable by them under the agreement to the Vendor and if they have duly observed and performed all obligations and stipulations contained in the agreement. The Vendor agreed to execute the sale deed after fulfillment of the terms hereof in this Agreement, and in case of violation and breach of any of the terms of this Agreement by the Purchaser/s, the terms of this Agreement shall be deemed to have been breached and would stand automatically cancelled without any further notice to the Purchaser/s, in which event the Vendor shall refund the amounts paid herein, without any interest.
15. The Vendor is at liberty to charge interest on the delayed payments at the rate of 18% per annum or shall cancel the booking or agreement and shall refund the amount received by the Vendor without any interest.
16. The Purchaser/s shall not transfer the Schedule Property to any other person without written consent of the Vendor before registering the flat on their name from the Vendor.
17. Before the registration of the said flat the existing actual super builtup area of the flat shall be taken and accordingly the price shall be calculated. In case of any increase/decrease in super builtup area, the Purchaser/s shall pay the balance sale consideration in accordance with the existing actual super builtup area. The Vendor shall refund the amount collected if it is in excess to the actual super builtup area.
18. Any amount payable to the Government authorities like service tax, sales tax increases on or before the registration of the said flat, the Purchaser/s is agreed to pay such enhanced amount and if the same thing is reduced, the Vendor shall refund the excess amount paid by the Purchaser/s.
19. The Purchaser/s hereby declare and undertake that they shall have no claim save and except in respect of the said Apartment hereby agreed to be purchased by them and the Vendors shall continue to be entitled to the property in all the structures on the said land, open spaces, parking places, lobbies, staircase, lifts, terrace, etc., until all the apartments are transferred to the Purchaser/s and the declaration Deed of Apartments is executed and the association is formed as provided in the Karnataka Apartment Ownership Act.
20. Till the completion of the Apartment, the Vendor shall pay the necessary charges every month as their share on account of rates, taxes, assessments, dues, duties and impositions of any kind or nature whatsoever in respect of the said land or the building constructed thereon or any part thereof payable to the Government of Karnataka or any other authority and wages of watchmen, sweepers, mali, and other expenses of common benefit.

21. After the association takes the possession of the Apartment, the Purchaser/s shall be liable to contribute proportionate share for common expenses as aforementioned or as decided by the Association of the Apartment owners from time to time.
22. The Vendor agree that they shall comply with the provisions of the Karnataka Apartment Ownership Act and register it with the Registering officer under Indian Registration Act and Purchaser/s hereby agrees that he/shall shall join and form an association of all the apartments in the said building as contemplated by the Karnataka Apartment Ownership Act.
23. The Vendor shall convey and assign all rights, title and interest in each apartment to each Purchaser/s after the completion of building and on receipt of all payments, price, deposits payable by the Purchaser/s to the Vendor in respect of all apartments, car parking spaces and other amenities in the said building.
24. Any delay or indulgence on the part of the Vendor in enforcing any of the terms of this Agreement or any forbearance or giving time by the Vendor to the Purchaser/s shall not be considered or construed as a waiver on the part of the Vendor and they shall be entitled to take action against the Purchaser/s for the Breach or non-compliance of any terms and conditions of this Agreement by the Purchasers.
25. The Purchaser/s shall not be entitled to let, mortgage, create charge or assign the said apartment, pending the transfer of apartment, to them without the consent of the Vendor in writing.
26. The Purchaser/s shall use the apartment or any part thereof or permit the same to be used only for the purpose of residence and the Purchasers hereby covenants with the Vendor as follows: -
 - (a) The Purchaser/s shall keep the apartment in good tangible repair condition from the date of taking over possession of the apartment and shall not do or suffered to be done any thing inside or to the outside building or staircase in which the apartment is situated or breach any regulations, or bye-laws of the Municipal Corporation or any other authority or change/alter or make addition in or to the building in which the apartment is situated and the apartment itself or any part thereof.
 - (b) They shall not demolish or cause to be demolished the apartment or any part thereof nor at anytime make or cause to be made any addition or alteration of whatever nature in or to the apartment or any part thereof.
 - (c) They shall observe and perform all rules and regulations which the Association of Apartment Owners may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and apartments therein.
 - (d) The Purchaser/s shall also observe and perform all the stipulations and the occupation and use of the apartment in the building and shall pay and contribute regularly and punctually towards the taxes, assessments, dues, duties and impositions, expenses or other outgoings in accordance with the terms of this Agreement.

- (e) The Vendor does hereby represent and confirm that as on date it has not received any notices, summons etc from or on behalf of any person/s or from any of the statutory authorities or court/s nor is there any proceeding initiated or pending before any of the Statutory authorities or court which may likely to interfere with the peaceful possession and enjoyment of the Schedule undivided share of land/apartment/car parking area by the Purchaser/s.
 - (f) The Vendor does hereby agree that in the event if at any point of time the peaceful possession and enjoyment of the schedule undivided share of land/apartment/car parking area by the Purchaser/s is interfered with or adversely affected on account of encumbrances, proceedings by statutory authorities, claims, litigation etc., the Vendor shall be liable to refund the amount paid by the Purchaser/s.
 - (g) The Vendor does hereby agree that absolute sale deed shall be signed by the managing partners and documents shall be presented by Special General Power of Attorney holder for the registration.
 - (h) There are no other hidden costs or expenses or payments to be made by the Purchaser/s and the Purchaser/s shall not be called to make any further payments than those that are specifically disclosed in this agreement.
 - (i) Both the parties shall be entitled to refer all disputes and differences, if any, to the Court/s of appropriate jurisdiction within the city limits of Bangalore only
 - (j) On or before registration, which includes all grace period, the Vendor shall complete in all respects and make the schedule apartment/car parking area agreed to be sold herein fit for human habitation with ready availability of permanent electricity, water, sewerage, sanitation facilities and lifts.
27. The Vendor hereby covenants with the Purchaser/s as under:
- i) Subject to the Purchaser/s paying all sums payable to the Vendor under this Agreement and performing and observing the terms and conditions of this Agreement the Purchaser/s shall be entitled to peaceably hold and enjoy the Apartment without any interference or obstruction by the Vendor or any person claiming under or in trust for the Vendor.
 - ii) The Vendor shall pay all outgoing, including ground rent, taxes, assessments, dues, duties, impositions and outgoings up to the date of delivery of the possession or registration of the flat to the owners.
28. The Sale Deed of apartment shall be made and executed by the managing Partners. In the event of the Purchaser/s herein failing to make the installment payments as mentioned in this Agreement and other payments and dues, the Vendor have the right to terminate this Agreement and forfeit 20% of the cost of construction of the Schedule C apartment and refund the balance sum without interest.

29. If before the completion of transfer of the building, the building including the apartment is notified by the Government under the Land acquisition Act or any other law for the time being in force for acquisition or requisition, the Purchaser/s shall not be entitled to cancel this Agreement and in case of acquisition of the building including the said apartment, the Purchaser/s shall be entitled to a proportionate part of the compensation if and when awarded by the Government or any other authority. If the said apartment is requisitioned by the Government or any other authority the Purchaser/s shall be entitled to the compensation awarded by the requisitioning authority in respect of the apartment.
30. This Agreement shall not be construed as a grant, demise or assignment in law of the said apartment or of the said land and building or any part thereof.
31. The Purchaser/s shall execute a Deed of declaration in the prescribed form along with or prior to the execution of Sale Deed of Apartment to the effect that he submits his apartment to the provisions of the Karnataka Apartment Ownership Act.
32. The sale of the apartment shall be subject to the provisions of Karnataka Apartment Ownership Act and rules made there-under.
33. The Vendor shall be entitled to construct additional building or buildings in the said land, if any additional Floor space Index (FSI) becomes available before the completion of the transfer of the said buildings and allowed by the BBMP and the Vendor shall be authorized to sell the same and the Purchaser/s will not be entitled to any right, benefit or interest on the same.
34. All notices to be served on the Purchasers as contemplated by this Agreement shall be deemed to have been duly served to the Purchaser/s by Registered post at his address mentioned herein-above and any change in the same has to be duly notified to the Vendor with a reasonable period of time.
35. This Agreement shall be executed in Duplicate and the originals would be in the possession of the Purchaser/s herein and the duplicate with the Vendor.
36. The Vendor covenants that the absolute sale deed would be executed in favour of the Purchaser/s after he/she being paid the total sale consideration.
37. The Vendor has obtained the Commencement Certificate from BBMP and a copy of the same shall be given to all the Purchaser/s and the Vendor shall also obtain the Occupancy Certificate/Completion Certificate from BBMP after the total completion of the project and a copy of the same shall be given to the flat owners. Originals shall be delivered to the Apartment Owners' Association on the day of handing over the apartment.
38. The Vendor shall maintain the apartment for one year from the day of completion of the project including the amenities and such a date will be intimated to all the flat owners of the project.

SCHEDULE 'A' PROPERTY : LARGER EXTENT

Property bearing Sy. No. 90/1 measuring 3 Acres and Property bearing Sy. No. 91/2 measuring 1 Acre 24 Guntas. In total 4 Acres 24 Guntas of Kammanahalli Village, Begur Hobli, Bangalore South with following common boundaries.

East : Property belonging to B.V.Sampath and Aralappa.
West : Gottigere Boundary Private Road of Begur Hobli.
belonging to Shri. H.K. Pattabhiraman.
North : Road.
South : Private Property.

SCHEDULE 'B' PROPERTY: [UNDIVIDED INTEREST AGREED TO BE SOLD/ CONVEYED]

UNDIVIDED SHARE, RIGHT, TITLE AND INTEREST AND OWNERSHIP IN THE SCHEDULE A PROPERTY WHICH COMES TO _____ **SQUARE FEET** IN THE LAND.

SCHEDULE 'C' PROPERTY: APARTMENT

ALL THAT RESIDENTIAL FLAT BEARING NO. _____ IN THE **THIRD FLOOR, BLOCK-** _____ CONSTRUCTED IN SCHEDULE A PROPERTY AND MEASURING _____ **SQUARE FEET** OF SUPER BUILT UP AREA INCLUSIVE OF PROPORTIONATE SHARE IN COMMON AREAS SUCH AS PASSAGES, LOBBIES, STAIRCASES, LIFTS AND OTHER AREAS OF COMMON USE AND **ONE COVERED CAR PARKING SPACE.**

**SCHEDULE 'D' PROPERTY
SPECIFICATIONS FOR CONSTRUCTION**

- 1] **STRUCTURE:**
 - a) RCC frame Structure designed for Zone II Regulations.
 - b) Wall construction with APCO branded solid concrete blocks.
- 2] **FLOORINGS & DADOO:**

Vitrified Flooring for entire flat and 7 Feet height glazed tiles dadoo in toilets and 3 feet height in kitchen above the platform.
- 3] **MAIN DOOR:**

Teak wood frame with Masonite design US skin panel door and both side polish.
- 4] **OTHER DOORS:**
 - a) Sal wood frame with Masonite design US skin panel doors with polish.
 - b) Europa branded brass hardware.
- 5] **WINDOWS:**

Three track heavy section aluminium sliding windows with mosquito-free net with M. S. Grills.
- 6] **TOILETS FITTINGS:**
 - A) Ivory Ceramic for Attached Bathroom and White Ceramic for Common Bathroom.
 - B) Sanitary fittings of Hindware/CP fittings of Jaquar/Equivalent ISI Quality.
- 7] **KITCHEN:**

Steel Sink (Single bowl without drain board) with Granite Platform and one loft in Kitchen only.
- 8] **ELECTRICAL:**

Concealed type conduits, fire retardant Finolex (ISI) wire and with switches of ANCHOR/ROMA. One Telephone and one TV point in living and Master bedroom.
- 9] **PAINT:**
 - a) Asian brand emulsion paint for internal walls.
 - b) ACE paint with Asian brand for exterior walls.
- 10] **LIFT:**

5 number passenger lift with automatic door.
- 11] **GENERATOR:**

Generator back up for entire flat.

- 12] **WATER:**
Round the clock water facility with BWSSB and borewell water with adequate capacity of sump and overhead tanks.
- 13] **SWIMMING POOL** with Toddler Pool.
- 14] Club House, Multipurpose Hall and Gym with equipments.
- 15] Children play area.

IN WITNESS WHEREOF the builders and the proposed Purchaser/s herein have affixed their signatures of this Agreement of Sale on the Day, Date and Year mentioned above before the presence of the Witnesses below mentioned.

WITNESSES:

1.

For **VENDORS** represented by
their **GPA Holders & Partners** of
M/s. Pariwar Housing Corporation

[Y.R.JANARDHANA RAO]

2.

[ANAND]
PARTNERS

For **BUILDER/DEVELOPER & Partners** of
M/s. Pariwar Housing Corporation

[Y. R. JANARDHANA RAO]

[ANAND]

[_____] }
PURCHASERS