

INSTRUCTIONS

IMPORTANT INSTRUCTION TO THE PURCHASER(S) PLEASE READ CAREFULLY

Any one desiring to purchase an apartment will be required to execute two (2) copies of the Agreement (hereinafter defined) for each apartment to be purchased. The Agreement sets forth in detail the terms and conditions of sale with respect to the Said Apartment (hereinafter defined) and should be read carefully by each PURCHASER(s). The PURCHASER(s) is expected to read each and every clause of this Agreement carefully; understand the legal implication thereof his obligations and liabilities and obligations and limitations of the DEVELOPER (hereinafter defined), as set forth in the Agreement. The PURCHASER(s) shall thereafter, execute and deliver both (2) copies of the Agreement to the DEVELOPER within thirty (30) days from the date of dispatch of Agreement through registered post by the DEVELOPER. On failure of the PURCHASER(s) to return the duly signed Agreement within the stipulated time, the Application (hereinafter defined) of the PURCHASER(s) may be cancelled by the DEVELOPER and on such cancellation the Earnest Money (hereinafter defined) paid by the PURCHASER(s) shall stand forfeited and the PURCHASER(s) shall be left with no right, title or interest whatsoever in the Said Apartment booked by the PURCHASER(s). This Agreement shall not be binding on the DEVELOPER until executed by the DEVELOPER through its authorized signatory. The DEVELOPER will have the option in its sole discretion to either accept or reject the signed Agreements received from the PURCHASER(s). If the DEVELOPER decides to accept the Agreement then a signed copy of the Agreement shall be sent to the Purchaser and the second signed copy shall be kept with the Developer. The DEVELOPER reserves the right to request through identification, financial and other information as it may so desire concerning the PURCHASER(s). The DEVELOPER may reject and refuse to execute the Agreement if it is found that the PURCHASER(s) has made any corrections / cancellations / alterations / modifications therein. The DEVELOPER reserves the right to reject any agreement executed by the PURCHASER(s) without any cause or explanation or without assigning any reasons thereof and to refuse to execute the Agreement in which case the decision of the DEVELOPER shall be final and binding on the PURCHASER(s). The PURCHASER(s) confirms having read and understood the above instructions and each and every clause of the Agreement and the PURCHASER(s) now executes the Agreement being fully conscious of his / her rights and obligations and limitations of the DEVELOPER thereunder and undertakes to faithfully abide by all the terms and conditions of the Agreement.

The PURCHASER(s) hereby confirms that he/she has read and understood the above instructions and each and all clauses of the Agreement, its annexures, etc, and the PURCHASER(s) now executes the Agreement being fully conscious of its rights obligations and limitations of the DEVELOPER and undertakes to faithfully abide by all the terms and conditions of the Agreement

Purchaser(s) Signature

AGREEMENT FOR CONSTRUCTION OF AN APARTMENT

THIS AGREEMENT FOR CONSTRUCTION of an apartment is made and executed at Bangalore on the _____ day of _____ 2015 (Two Thousand and Fifteen):

BETWEEN :

M/S UNITECH LIMITED , a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at No. 6 Community Centre, Saket, New Delhi – 110017, India, and having its Regional Office at C1 & 2, 2nd floor, Jyothi Complex, 134/1, Infantry Road, Bangalore – 560 001, acting through **Mr.**_____, duly authorized vide Board Resolution dated 24/04/2015 (hereinafter referred to as “DEVELOPER” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in business, nominees, administrators and permitted assigns) of the **PARTY OF THE FIRST PART,**

**‘Developer’
For Unitech Ltd.**

Authorized Signatory

Purchaser/s

AND

1. **Mr.**_____,
Son/Daughter/Wife of **Mr.** _____,
Aged about ____years,

PAN NO._____

2. **Mr.**_____,
Son/Daughter/Wife of **Mr.** _____,
Aged about ____years,

PAN NO._____

Both Residing at: _____

being the Applicant(s), (hereinafter called the “**PURCHASER(S)**” which term wherever the context so requires shall mean and include his/her/their heirs, executors, legal representatives, administrators and assigns of the **PARTY OF THE SECOND PART**.

I NOW WHEREAS the Developer herein is the absolute owner of the land admeasuring 19 Acres 10.37 Guntas in Sy. No – 81/1 81/2, 83/1P, 96/2P, 97/1, 98/1, 98/2P, 101/1,101/2, 101/3, and 102/1, situated at Veerasandra Village, Attibele Hobli, Anekal Taluk, Bangalore District, Bangalore, Karnataka., more specifically described in the Schedule ‘A’ hereto and hereinafter referred to as the "SCHEDULE-A PROPERTY" having acquired the property vide various registered sale deeds.

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II. WHEREAS the Developer is engaged in the business of Development of Real Estate & Construction, which has proposed/formulated a Scheme for the development and construction on the Schedule 'A' Property and this agreement pertains to "Uniworld Resorts", wherein Residential Multi Storey Apartments (hereinafter referred to as "Complex") are being constructed and developed, consisting of towers, with Apartments therein, with common areas and facilities and limited common areas and facilities (hereinafter defined in Annexure A) as reserved for certain apartments to the exclusion of other apartments such car parking spaces, as defined in Karnataka Apartment Ownership Act 1972 (hereinafter referred to as "said act"), which are provided therein to be used in common of the Complex and the building as the case may be (hereinafter referred to as the Project) and having obtained the necessary permissions from BANGALORE DEVELOPMENT AUTHORITY (BDA) vide its Work Order letter No. BDA/TPM/DLP 11/10-11/6894/2011-2012, dated 30.03.2012 Copy of the same is annexed hereto.

III. Whereas the Developer has secured the Development plan approval from the BANGALORE DEVELOPMENT AUTHORITY (BDA)) for the construction of Towers/buildings and development in the Project.

IV WHEREAS the Developer has paid and fulfilled all the obligations towards Infrastructure and Amenities Charges to BANGALORE DEVELOPMENT AUTHORITY (BDA) and for the purpose of sanction of plans, the Developer vide below mentioned documents has transferred 13092.56 sq. mtrs of land out of the Schedule-A Property, as the same is specifically earmarked for the purpose of Parks and Open Spaces (8955.80 sq. mtrs), Civic Amenity Site 1 &2 (3899.21 sq.mtrs) and Road widening (237.55 sq.mtrs)and accordingly these areas in the Schedule-A Property shall be retained for same purposes;

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Sl. No	Relinquishment Deed Dated	Document No	Area in Sq.Mtrs	Remarks
1.	13-01-2012	3536/2011-12	8955.80 Sq.Mtrs	For Parks and Open Spaces
2.	13-01-2012	3536/2011-12	3899.21 Sq.Mtrs	For Civic Amenity Site 1 & 2
3.	13-01-2012	3536/2011-12	237.55 Sq.Mtrs	Road widening

V. WHEREAS the PURCHASER(S) having inspected the documents of title relating to the Schedule 'A' Property as well as the Sanctioned Plan, specifications and other documents relating to the Project and after being satisfied about the same, has in terms

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of the 'Said Scheme' formulated by the DEVELOPER, agreed and entered into an 'Agreement for sale for Undivided Share of Land' (UDS) with the Developer for purchasing 'an undivided share in the Schedule 'A' Property', specifically described in Schedule 'B' subject to the terms and conditions contained in the aforesaid Agreement, (herein after referred to as 'Agreement for Sale'), the PURCHASER(S) has approached the DEVELOPER to construct an Apartment being Schedule C Property and the DEVELOPER has agreed to construct an Apartment in the Schedule 'A' Property on the terms and conditions contained herein;

NOW THIS AGREEMENT WITNESSES THAT in pursuance of the Promises and in consideration of the obligations respectively undertaken by the Parties hereto, the Parties hereby agree as follows:-

1. That the DEVELOPER shall construct and deliver to the PURCHASER(S) an Apartment in the Said Complex proposed to be constructed by the DEVELOPER in the Schedule 'A' Property. The Apartment to be constructed is more fully described in the Schedule 'C' hereto and shall be in accordance with the specifications contained in the Schedule 'D' hereto or equivalents quality thereto, as may be available to the Developer. The DEVELOPER agrees to deliver the Schedule 'C' Apartment by the end of **09** months from the date of Signing of the present Agreement subject to force majeure (hereinafter defined) with a grace period of Six months thereafter or as may be applicable;
2. The Building including the Schedule 'C' Apartment shall be constructed by the DEVELOPER as per the plans/designs/layout sanctioned by the BANGALORE DEVELOPMENT AUTHORITY (BDA)/Local Bodies/other relevant authorities. The

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DEVELOPER may make such variations or modifications in the plans/designs/specifications, as may be required during the construction or as required by any statutory authority or otherwise deemed necessary or advisable by the DEVELOPER, without however substantially altering the dimensions of the Schedule 'C' Apartment. However, before the layout plan is changed, a public notice shall be issued in the newspapers, if required, in accordance with the directive issued by the (BDA) Bangalore Development Authority or other competent Authorities. The DEVELOPER shall also be entitled to alter the specifications in schedule 'D' by substituting equivalent items. Such changes shall be intimated to the PURCHASER(s). If there is any increase/decrease in the Super Area of the Apartment or any Apartment becomes preferentially located or vice versa, owing to revision in the layout plan, revised price and/or PLC, (if applicable) shall be payable and adjustable at the rate at which the apartment had been booked for allotment. If the said unit ceases to be preferentially located, then in such an event the PLC charges shall be adjusted in Total Payable or else refunded to the PURCHASER(s) alongwith simple interest @ 12% p.a. from the date of payment by the DEVELOPER. However, if the change/variation in area of the said Unit exceeds +/-10% of the originally booked area, the PURCHASER(s) shall have the option to accept an alternative property, if offered by the DEVELOPER, else the PURCHASER (s) can seek refund of the payments made by them/him/her, along with simple interest @ 12% p.a. The PURCHASER (s) shall exercise any of such option within 30 days of aforesaid publication, or intimation to the PURCHASER by the DEVELOPER.

3. The Developer shall not entertain any alteration or addition or change in the layout/plan of the Schedule C Property including the specifications, at the request of the PURCHASER(S) and the PURCHASER(S) has to purchase the Schedule C Property with the specifications as mentioned specifically in this agreement and it is clearly understood that there will not be any alteration in the layout/plan and specifications of the Schedule C Property, other than statutory

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or as per the engaged Architect's professional advice of/to the Developer. However, it is understood and agreed that the PURCHASER(S) shall pay to the Developer any difference in the amount which may arise due to increase/decrease in the actual constructed area and vice versa.

4. The construction cost of the Schedule 'C' Apartment hereby agreed to be constructed or cause to be constructed by the DEVELOPER shall be **Rs._____/- (Rupees _____only);**

5. The PURCHASER(S) has this day paid a part-sum of **Rs.____/-** towards the construction cost, the receipt of which the DEVELOPER hereby accepts and acknowledges;

6. The PURCHASER(S) has assured the Developer that the balance amount of the total construction cost along with all other applicable charges, shall be paid by the PURCHASER(S) as per the Payment Schedule annexed hereto as Annexure-B and within 15 (fifteen days) of demand in that regard, the timely payment of the installments being the essence of the present Agreement as well as the Agreement for Sale of Undivided Share of Land (UDS), in view of the Scheme. The Developer has further informed the PURCHASER(S) and the PURCHASER(S) is fully aware that the default in payments of the balance amount would affect the entire project as envisaged, as there are other PURCHASER(S) who have joined, and will from time to time join, the Scheme of purchase and construction of Apartment being based on the assurance given by the PURCHASER(S) that there will not be any delay in payments of the balance construction cost along with other applicable charges, as per the payment Schedule.

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7. The PURCHASER(S) shall pay the balance construction amount/consideration along with all other applicable charges, as per the payment plan opted by the PURCHASER(S), i.e. (either Down Payment Plan – DPP, or Construction Linked Installment Plan - CLIP, to Developer/Construction Company. Other charges include Preferential Location Charges (PLC) for green facing/east facing entry/Corner units, Interest Free Maintenance Security Deposit, Property Assessment Charges, Deposit Charges and expenses for Connection to Government Utilities like electricity, water, sewage/drainage etc., Advance Maintenance Charges, Government Infrastructure Charges, and Common Maintenance Charges, Club Membership Registration Charges, Lawn Right Charges, Roof Right Charges and any/all such charges which might become due to Government/Regulatory Authorities. All incidental and legal documentation charges would also be charged for the documentation work. The Registration Charges, Government Levies, VAT/Service Tax shall be charged to the PURCHASER(S) as per actual/applicable.
8. The parties have agreed that the possession with regard to the Schedule B & C Property shall be given to the PURCHASER(S) only after the receipt of entire consideration (i.e. total sale consideration towards sale of Undivided share in land Plus Total Construction Cost of the apartment) along with all applicable Taxes, levies, (Service tax, VAT) charges as payable including Stamp Duty, Registration Charges and other incidental and legal expenses thereon for registration of the Undivided Share in Land /Schedule B and C Property (ie. the constructed Apartment), in all cases. The PURCHASER(S) agrees not to delay, or withhold or postpone the payments due as aforesaid on whatsoever ground for reasons set out above and in the event of the PURCHASER(S) delaying, withholding or

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defaulting the payments any consequential sufferance or damages shall be at the risk of the PURCHASER(S);

9. Timely payment of the installment payments as said above shall be the essence of this Agreement. Any breach of any of the terms of this agreement or any default by the PURCHASER(S) in payment of the entire consideration or any installment thereof on the due dates, for whatsoever reasons shall be construed as the breach of Agreement committed by the PURCHASER(S) and without prejudice to any other rights and even considering the fact that the Developer might have executed registered sale deed/sale agreements, in favour of the Purchaser with or without receipt of the entire sale consideration payable for the Schedule-B Property, the Developer at its discretion/option may;
- a. Either continue with this Agreement and claim the amounts in default/arrears with interest on the defaulted installments at the rate of 18% per annum to be compounded quarterly from the date of default to the date of payment, and even after the amounts with interest are paid, the PURCHASER(S) will not be entitled to the possession of the Schedules B and C Property till all the dues are cleared along with the interest. OR
 - b. If any breach continues for 90 days or any breach not being rectified within a period of 90 days for whatsoever reasons, the Developer at its discretion/option will be entitled to terminate this agreement, after giving written notice of 30 days to the PURCHASER(s) and treat a sum equivalent to 10% (being the Earnest Money) of the total value of the Apartment which includes cost towards UDS and construction cost, which shall be forfeited and adjusted as liquidated damages from out of the

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money paid by the PURCHASER(S) and the documents including agreements executed and entered into shall stand cancelled and the Developer shall be entitled to deal with the Schedule-B and C Property, including selling the same to anybody, without any further reference to the PURCHASER(S). The PURCHASER(S) shall extend all co-operation in executing any documents required or called up by the Developer however it is also incumbent upon the Purchaser(s) to handover all the original documents/receipts/agreements pertaining to said Apartment to the Developer. The balance money, if any, due to the PURCHASER(S) shall be paid back without any interest whatsoever within 60 days of the disposal of the Schedules B and C Property and same shall be refunded only in the name of the first applicant. Against the cancellation of this agreement by the Developer, the PURCHASER(S)'s rights under this agreement, and also the Agreement for Sale of Undivided Share of Land executed simultaneously on the same date, shall stand terminated immediately without any requirement of execution of any further documents and the Developer will have the liberty to retain the possession of the schedule B & C property and to seek for cancellation of the sale agreements;

- c. If the amount of the liquidated damages under clause 8 (b) is more than the amount paid by the PURCHASER(S) under this agreement, then, the Developer shall have the right to claim and recover the difference between the amounts paid and the balance of the liquidated damages from the PURCHASER(S).

10. In the event the DEVELOPER delays in completing the construction of the Schedule-C Apartment for reasons otherwise than setout herein, then in that event the DEVELOPER

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shall be liable to pay the PURCHASER(S) an aggregate sum of Rs.10/-(Rupees Ten Only) per Sq, Ft. calculated on the super area per month from the end of the grace period till the date possession is offered to the PURCHASER(S), and PURCHASER(S) shall not be entitled for any other claims whatsoever. This clause will become applicable only if the PURCHASER(S) has not committed any default/delay in making payments under this agreement or under the corresponding Agreement for Sale of Undivided Share of Land or has not committed any breach of the terms of this Agreement as well as the Agreement for Sale of Undivided Share of Land. However, it is understood clearly between the parties herein that the completion of the Schedule 'C' Property means only the area to be handed-over/occupied by the PURCHASER(S) without any reference or relevant to the club house and common areas & facilities and limited common areas & facilities to be provided by the Developer. It is clarified further to the **PURCHASER(S)** that non-completion or non-operation of the club or any of the common facilities shall not be deemed as delay in handing over the possession of the flat and the **PURCHASER(S)** shall take possession of the said flat even if club and common facilities are not complete or non operational, if the flat/s is ready and complete in all respects as per the specifications.

11. The Purchaser(s) agrees that in case the Developer is unable to deliver the possession of the said apartment and/or allot parking space to the Purchaser for his occupation and use, due to any legislation, order or rule or regulation made or issued by the Govt. or any other Competent Authority, then the Developer may cancel the allotment of the said apartment, in which case the Developer shall offer exit to the Purchaser(s) by offering alternative property or, refund the amounts received from the Purchaser (s) with simple interest @

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12% p.a. However, if for any reason whatsoever, the Developer is unable to offer the said unit to the Purchaser(s), the Developer will offer the Purchaser (s) an alternative property of in any complex developed, under development or proposed to be developed in the surrounding area/ projects, which if acceptable to Purchaser (s), then he/she agrees to pay the difference in value thereof. If no alternate property is available, the Developer will refund the amount paid by the Purchaser (s) in full along with simple interest @ 12% per annum from the date of payment(s) by them/him/her. The Developer shall, in the event of such an eventuality, not be liable to pay any other damages, charges or compensation.

12. In view of the scheme of development, the PURCHASER(S) acknowledges and agrees that the DEVELOPER has executed this agreement on the consideration of the PURCHASER(S) having this day executed an Agreement for Sale for the purchase of the undivided share as per Schedule 'B' in the Schedule "A" Property and termination of either one of them will lead to the automatic termination of both the agreements with the consequences provided therein, as well as cancellation of allotment and rejection of the application of the PURCHASER(S).

13. Apart from the cost of the Schedule 'C' Apartment given in Annexure 'B' payable in the manner set out herein, the PURCHASER(S) shall also be liable to pay:-

- a. the cost, cess, expenses, deposits/or other charges or levies demanded / incurred or required to be paid to the Karnataka Electricity Board, Karnataka Water Supply and Sewerage Board, Pollution Control Authorities, Bangalore Development Authority, Local bodies or other Governmental /Statutory Authority towards sanction of plans, NOC's, connections/clearances and service tax, or other

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Taxes/Levies payable to Central/State Government, betterment or other levies in regard to the construction of the Schedule 'C' Apartment and proportionate cost of water / sewerage line, electric cable, panel board , Transformers, as and when demanded by the concerned authorities;

- b. If under any law, the registration of present agreement is required in future, then the applicable Registration and legal charges in regard to the same shall be borne by the PURCHASER(S).
 - c. the cost of any modification to the Schedule-C Apartment or the specifications, the cost of any work executed by the DEVELOPER either in addition to or in modification of what is specified in Schedule D and the cost of any extra facilities provided by the DEVELOPER on the request of the PURCHASER(S), which can be made only with the prior approval of the DEVELOPER. The DEVELOPER may approve or reject such requirement/requests, at their discretion. In the event the DEVELOPER approves modification, the PURCHASER(S) shall pay such modification charges in advance. The time required for modification shall be added to the time of delivery for possession of the Schedule-C Apartment;
1. The Advance maintenance charges @ Rs. 2/- (Rupees two Only) per sq. ft. per month, from the day of offer of possession, for the period of 24 months, will remain fixed for the first two years. Subsequent maintenance charges will be paid to the DEVELOPER within 7 days of the DEVELOPER/Maintenance agency raising demand for the same. The Developer reserves the right to revise these Maintenance Charges after expiry of the period of two years and the applicant(s) undertakes to pay such revised charges as may be determined by the Developer or the nominated Maintenance Agency at such time. The

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advance maintenance expenditure shall be used towards recurring common maintenance charges including security, common electricity, sewerage and water, cleaning of common areas, maintenance of club house facilities etc., service charges of the DEVELOPER, and service tax payable by the DEVELOPER, or it's nominated agency in this regard, as and wherever applicable. Any delayed payment of amounts in this regard will attract interest payable at the rate of 18% per annum to be compounded annually by the PURCHASER(S) from the date of demand till the date of payment. The DEVELOPER at the time of handing over the maintenance, to the Resident Welfare Association (RWA) as and when formed, or any appointed Maintenance agency, shall provide audited accounts only to such association from companies Chartered Accountants as up-to that date for the advance maintenance charges. The PURCHASER(S) shall be bound by their statement of accounts. After the Association is satisfied with the accounts the balance of the Advance Maintenance Charges and the Corpus Fund will be transferred to the Association after adjusting dues, if any, or demand for payment for deficit if any.

14. The PURCHASER(S) shall not be entitled to the possession of the Schedule 'C' Apartment until all payments and other charges due under this Agreement and all payments due under the Agreement for Sale of Undivided Share of Land are paid by the PURCHASER(S).

15. The PURCHASER(S) is required to take minimum of one car parking space with each simplex and two car parking spaces with each duplex apartment, on payment of allotment charges of Rs.3,00,000/- (Rupees Three Lakhs Only) for each car parking space. If the PURCHASER(s) wants additional car parking space, the same can be provided, depending on availability on first come first served basis, on such applicable charges being paid to the Developer. The car parking(s) space on limited common area basis (as defined in 'The Karnataka Apartment Ownership Act, 1972') shall always be an integral part of the said Schedule B and C Property which will pass on to the next PURCHASER(S) of the

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Schedule C Property and the same cannot be sold/dealt/transfer independent of the Schedule C Property. The Schedule 'A' Property on which the Buildings are to be constructed will be held by all the Apartment Owners as "CO-OWNERS" each having an undivided share therein and all common areas & facilities shall be used in common by the apartment holders and none of the Apartment Owners shall place any obstructions or store or keep any articles in the common areas.

16. The Developer has proposed to develop a club house known as “_____” with swimming pool, Gymnasium, Badminton, Tennis, Table Tennis, and Kid’s Play Area as an extension of amenities, the **Developer** has decided to extend the above facility, when developed, to the occupant of “Uniworld Resorts”, on the following terms and conditions:

- a. Club Membership and registration Charges of Rs.2,50,000/- (Rupees Two Lakh & fifty thousand Only) for owners and dependent members of the family.
- b. Regular usage charges will be decided at later date for the facilities as applicable/variable from time to time, shall be charged by the agency maintaining the facilities and to be paid monthly/quarterly/half yearly/annually, as the case may be.
- c. No Apartment owner shall claim any exclusive right over the club and its facilities/assets.
- d. In the event of the Apartment is leased out, then the occupant of the apartment shall be entitled to make use of the club facilities after paying necessary charges.

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- e. The Apartment owners of the complex shall follow the rules and regulations that may be prescribed for the purposes of operating/maintaining/running the club by the Developer or their agency operating the club from time to time.
 - f. The Developer shall also be entitled to appoint an independent outside agency to manage and operate the club with the aforesaid facilities and provide necessary facilities to the apartment owners.
 - g. The facilities of the club is available for the benefit of the owner/occupant of the apartment and in the event of transfer of ownership of the said flat, the transferee of the flat will be entitled to the benefits of the club by paying transfer fee as maybe prescribed by the developer/RWA and the transferor shall cease to be the member of the club.
 - h. This club may be developed simultaneous to or after development of the Said Apartment, and/or the overall adjacent developments in the whole Project.
17. The Developer will provide the facilities of the club for the convenience and benefit of owners/occupants of the apartments, and the Developer shall be entitled to give the spaces to any person/organisation desirous of operating these and other facilities on such terms and conditions as the Developer may deem fit and it is clarified that the Developer is providing the spaces required for operation of these facilities and the actual services in the club are being provided by outside operators/agencies who will take up these spaces from the Developer and it is also clarified that the Developer is not responsible for either quality of services provided by such operators and/or the price at which the services are provided to the owners/occupants of the apartments in **“Uniworld Resorts”**, and all the income

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arising out of the club and its facilities shall accrue to the Developer / agency appointed by the Developer for operating the club.

- 18.** The basic membership to the Club House is mandatory and membership fee will be charged as applicable at the relevant time. The club membership shall always be an integral part of the said Schedule C Property which will pass on to the next PURCHASER(S) of the Schedule C Property and the same cannot be sold/dealt/transfer/assign independent of the Schedule C Property. The Purchaser shall have no ownership rights and shall have limited user rights on Club house and other amenities and services the developer shall have the absolute right and discretion to decide upon the manner and methodology of its use. The Schedule 'A' Property on which the Buildings are to be constructed will be held by all the Apartment Owners as "CO-OWNERS" each having an undivided share therein.
- 19.** The PURCHASER(S) shall be entitled to the rights and obligations enumerated hereinafter in this Agreement as well as in the separate Agreement for Sale of Undivided Share of Land and Application form with regard to the apartment, common areas & facilities and Limited common areas and facilities to be constructed by the Developer in the Project and the terms in the said Agreement for Sale of Undivided Share of Land and Application Form are part and parcel of the present agreement.
- 20.** The PURCHASER(S) shall have no right whatsoever to obstruct or hinder, on any ground the progress of the construction of the building or any part thereof. The PURCHASER(S) will not object for additional construction, in the form of additional floor rise or otherwise, in the event of there being any increase in FAR or if permitted to do so otherwise. In such an event the parties have agreed to a change in the proportionate reduction in the undivided

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share in the Schedule-A property, which is agreed to be sold by the Land-owners and the Developer.

21. The right of entry and passage for the DEVELOPER or its agents or workman or all the persons authorized by it, to all parts of the project at all reasonable times, for the purpose of sales, inspections, repairs or maintenance of Common area & facility and limited common area & facility or for repairing, cleaning, maintaining or renewing the water tanks, sewer, drains and water courses, cables, pipes and wires causing as little disturbance as possible to the Apartment Owners and making good any damage caused;

22. THE DEVELOPER COVENANTS WITH THE PURCHASER(S) AS FOLLOWS:

- a.** That when the Schedule C property is conveyed to the PURCHASER(S), it shall be free from the attachment, encumbrances, mortgages, Court or acquisition proceedings or charges and liens of any kind;
- b.** That the Developer is the absolute owner of the Schedule-A Property and that their title thereto is good, marketable and subsisting and they have the power to convey the same and the DEVELOPER has secured Development Rights under the various permissions/approval obtained from concerned Authorities.
- c.** That the Developer agrees to do and execute or cause to be executed all acts, deeds and things, as may be required by the PURCHASER(S) for more fully and perfectly assuring the title of the PURCHASER(S) to the Schedule-C Property;
- d.** That the Developer will not convey or cause to be conveyed to any person, any interest in the Schedule-A Property and the buildings, without incorporating the

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covenants and stipulations as are agreed to and undertaken as between the Developer and the PURCHASER(S) as per this Agreement;

- e. That the Developer will pay all taxes, rates and cesses in respect of the Schedule-C Property upto the date of offering possession of the Schedule `C` property.

23. THE PURCHASER(S) COVENANTS WITH THE DEVELOPER AS FOLLOWS:

- a. That the PURCHASER(S) shall not be entitled to claim possession of the Schedules-B and C Property until the PURCHASER(S) fulfills and performs all the obligations and makes all the payments and charges under this Agreement and the corresponding Agreement for Sale of Undivided Share of Land with the Developer within stipulated time period as per the payment plan opted.
- b. That the PURCHASER(S) will bear the cost of Stamp Duty, Registration charges, legal and incidental expenses for conveying the Undivided Share of Schedule-B Property and Schedule-C Property therein in favour of the PURCHASER(S) and mutation in the Khata and/or revenue records shall be done by the Purchaser itself/himself at its/his own cost and expense. Also the Applicable proportionate taxes levies on the Schedule A and/or Schedule B shall be borne by the Purchaser;
- c. That the PURCHASER(S) has inspected the documents of title relating to the Schedule-A Property belonging to the land-Owner and has entered into this agreement after being satisfied about the title and rights of the Developer to the Schedule-A , B and C Property.

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- d. THAT the PURCHASER(S) shall be entitled to transfer/ assign the rights under this Agreement and the corresponding Agreement for sale of Undivided share in land its/his/her assignee/nominee to replace its/his/her name, with approval of the Developer, provided the PURCHASER(S) has paid atleast 30% of the total consideration and cleared all applicable dues till that date and shall also handover all the original signed documents between PURCHASER(S) and the Developer, to allow the administrative processes towards the same. The Developer may permit the PURCHASER(S) to get the name of his/her assignee/nominee substituted in his/her place subject to such terms and conditions and on payment of transfer & administrative charges, as the Developer may impose. The PURCHASER(S) shall be solely responsible and liable for all legal, monetary, taxation or any other consequences that may arise from such assignments or nominations.
- e. That the PURCHASER(S) will not hinder or obstruct the progress of the construction of the building or any part thereof in any manner; nor they hinder the use of the specified demarcated space provided for open/covered Car Parking in limited common area and other facilities allotted specifically by the Developer to a particular apartment (irrespective of the undivided share Schedule B Property in the Schedule-A Property allotted to each of the apartment) after taking possession and even after the Resident's Association is formed, which will look into the maintenance of the Project and apartments therein.
- f. That from the date of possession being offered to the purchaser(s), whether possession of the same is taken or not, the purchaser(s) shall pay proportionate

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share of all out-goings and maintenance and general expenses such as Insurance, Municipal taxes and cesses, electrical, water tax, and all other charges for the common areas of the Schedule-A and B Property and the Building/s standing thereon and the Schedule –C Property.

- g.** The PURCHASER(S) shall not do or suffer to be done anything in or to the Schedule-C Apartment which may adversely affect the Apartment building/s or any other Apartments in the Apartment Building/s constructed on the Schedule-A Property as per the Scheme;
- h.** The PURCHASER(S) shall also observe and abide by all the Bye-laws, Rules and Regulations prescribed by the Government, BANGALORE DEVELOPMENT AUTHORITY (BDA) or any other Statutory Authority, and the owners Association that may be formed and pay all taxes, rates and cesses in regard to the Schedule-B and C Apartment without default;
- i.** The PURCHASER(S) shall not do anything that may adversely affect the aesthetic appearance/beauty of the building nor do anything in the property which may cause any nuisance or obstruction or hindrance to the other owners.
- j.** The PURCHASER(S) agrees that the earmarked open/covered car parking spaces allotted by the DEVELOPER shall be to the exclusive use of the Purchaser(s) and the PURCHASER(S) shall at no time before or after the completion of the Project and formation of any Association/Organisation of Owners, claim any rights thereto or deprive the other Purchaser(s) of the said car parking spaces.

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- k. The PURCHASER(S) after taking possession of the Apartment, shall have no claim against the Developer in respect of any alleged defect in work in the said Apartment under any circumstances. However the DEVELOPER will rectify defects of civil nature noticed within **12 months** of the building being completed and offered for possession to the PURCHASER(S).

24. The PURCHASER(S) shall have the following rights in respect of the Schedule-B & C Property :-

- a. The PURCHASER(S) and all persons authorised by the PURCHASER(S) (in common with all other persons entitled, permitted or authorised to a similar right) shall have the right at all times, and for all purposes, to use the staircases, lift, passages and common areas (except the specifically allotted and earmarked car parking space of limited common area & facilities);
- b. The right to subjacent, lateral, vertical and horizontal support for the Schedule-C Apartment from the other parts of the Building;
- c. 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 in the Schedule-A Property;
- d. The right to lay cables or wires for television, Telephone and such other installations, in any part of the Building as per the inputs of the developer's

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maintenance Agency, also, recognizing and reciprocating such rights of the other Apartment PURCHASER(S)/owners in the complex;

25. The PURCHASER(S) hereby agrees, confirms and undertakes the following obligations towards the Developer and other apartment owners:

- a. The PURCHASER(S) shall not at any time, carry on or suffer to be carried on in the Property hereby agreed to be sold and conveyed or any part thereof or in the Apartment, any noisy, offensive or dangerous trade or pursuit or which may be or become in any way a nuisance, annoyance or danger to the Developer or the other Apartment Owners or occupiers of the other Apartment or the neighbors which may tend to depreciate the value of the said Apartment or any part thereof.
- b. The PURCHASER(S) shall use the Schedule-C Apartment only for residential purposes and the same shall not be converted into commercial purpose.
- c. The PURCHASER(S) shall give to the owners of the other apartments, the necessary vertical, horizontal and lateral support for their Apartment and reciprocate and recognize rights of the other apartment owners in the building.
- d. The PURCHASER(S) shall become and remain a member of Resident Welfare Association (hereinafter referred to as the "ASSOCIATION") which would be formed by the Developer and for the purpose of attending to the matters of common interest, including repairs, maintenance, white washing, painting etc., in respect of the Building and to maintain the roads, compound walls and all other common areas and maintenance of all common Areas.

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- e. The PURCHASER(S) shall not make any additions or alterations or cause damage to any portion of the Building or the Schedule-C Apartment and not change the outside colour Scheme, outside elevation/façade/décor of the Building, otherwise than in a manner agreed to by the majority of the Apartment Owners;
- f. The PURCHASER(S) shall not alter the name of the building, as well as the present complex, which shall always be known as "**Uniworld Resorts**";
- g. The PURCHASER(S) and the Developer agree that the PURCHASER(S) and all persons authorized by the PURCHASER(S) in common with all other co-owners and persons authorized by them shall have the right at all time to enter and to use the common roads and other common amenities proposed to be provided in the entire residential project complex.
- h. The DEVELOPER and all the persons authorized by them shall have the right to enter into the other parts/blocks of the residential apartments at all reasonable times, after due notice for the purpose of sales, inspection, repairing, cleaning and maintaining the amenities to be provided in the said building.
- i. The PURCHASER(S) shall bear all expenses in common with other co-owners of the said block including routine maintenance of lifts, pumpset, generator, sanitary and electrical lines to all premises, and cost of any ,major repairs to the structural, sanitary, electrical and mechanical systems of the proposed building and further the PURCHASER(S) shall be deprived of rights to enjoy the common facilities on account for its/his failure to pay and meet his share of expenses incurred in this respect charges and corpus fund to maintain the building.

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- j. The terrace of building to be constructed shall always remain under the control and use of the Developer, the maintenance agency maintaining the same and the PURCHASER(S) shall not have any rights thereto to construct any superstructure over the said terrace after the completion of the project, till the complex is taken over by the Residents Welfare Organisation.
- k. The PURCHASER(S) shall not throw dust, rubbish, rags and other refuse from his/her their flat within campus.
- l. The PURCHASER(S) and other flat owners shall not be allowed to park tourist cars, pick up vans, trucks, carriers, buses or any other commercial vehicles within the campus.
- m. The PURCHASER(S) shall not at any time carry on in the said flat any trade or business offensive in nature which may become in any way a nuisance or dangerous to the owners of the other premises or their successors-in-title or to the occupiers/co-owners of any neighboring property or which may affect the other premises or any part thereof.
- n. That the PURCHASER(S) will not hinder in any manner the use of the specified car parking areas and other areas allotted specifically to the other PURCHASER(S).
- o. Watchman, driver, domestic servants or any other person employed by the PURCHASER(S) or his agents shall not be allowed to sleep or squat in the common passage/areas lobby, terrace, corridor, lift room, garden etc.

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- p. The PURCHASER(S) shall not keep stock or store any wares or any other materials, articles, things in the corridors or in any place in the complex intended for common use in the residential apartments.
- q. The reserved car parking will be provided in the complex for which the PURCHASER(S) has to pay necessary charges and the PURCHASER(S) shall not cover or erect or put up any wall or closure of the said car parking area and the reserved car parking has to be retained “in as is where is condition” without any change whatsoever.
- r. The PURCHASER(S) has no manner of right whatsoever to choose the car parking space and the Developer have got every discretion to allot the car parking slots to any one in any sequence, as per availability, which once allotted will be an integral part of the Schedule-B apartment.
- s. The PURCHASER(S) while carrying on the interior decoration work within the Schedule B flat, shall not cause any nuisance/annoyance to the occupants of the other apartments in the building and shall not use the common areas, roads, open spaces in the Schedule “A” property for dumping materials/debris etc
- t. The PURCHASER(S) shall strictly observe the rules, regulations, restrictions that may be generally/specifically impose/prescribe by the Developer or the agency appointed periodically for the maintenance of all common areas and facilities in the complex.
- u. The PURCHASER(S) shall carry out interior works only during the day time between 9 AM and 6 PM. and the Developer does not own any responsibility for

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any breakages, damages caused to any of the finishing works, or staircase or to the structure already handed over to the PURCHASER(S) but originally carried out by the Developer and the Developer is not answerable to any thefts during the course of the interior works.

- v. The PURCHASER(S) shall not raise any construction in addition to that mentioned in Schedule B hereunder and further not to use or permit the use of the Schedule B apartment in a manner which would diminish the value or the utility thereon.
- w. The PURCHASER(S) shall not use the space left open after construction in Schedule A property for parking any vehicles other than the designated/allotted parking space of the apartment or to use the same in any manner which might cause hindrance to or obstruct the free movement of vehicles parked in the parking spaces.
- x. The PURCHASER(S) shall not do anything that may adversely affect the aesthetic appearance/beauty of the building nor do anything in the property which may cause any nuisance or obstruction or hindrance to the other owners.

26. The Developer shall make every effort to obtain completion certificate/ Occupation Certificate at the earliest. Also the electrical, sanitary, water connections till a common point and the pollution clearances at the earliest, however the DEVELOPER shall not be responsible for delays in obtaining such connections from Statutory Authorities. The PURCHASER(S) shall not be entitled to claim any damages/losses against the Developer or DEVELOPER under any circumstances on the ground mentioned herein.

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27. That the PURCHASER(S) is aware that the said Complex/Project consists of several blocks of building and the construction will be completed in phases over a period of time. The PURCHASER(S) shall as and when informed that the block in which the Schedule “C” Apartment is located is complete, come forward to take possession and pay all the amounts due under this agreement and also the agreement for sale of the even date. The PURCHASER(S) is also aware and agrees that the common amenities and facilities including the landscaping of the said Complex shall be completed at the end of, and after, the completion of the said Complex. Accordingly even after giving possession of the Schedule-C Apartment to the PURCHASER(S), the DEVELOPER will have the right to continue construction and development of the remaining areas in the schedule A property.
28. If any development and/or betterment charges, property tax or other levies are charged, levied or sought to be recovered by the Corporation or other Public Authority or local bodies in respect of the Schedule 'B and C' Property, the same shall be borne and paid by the PURCHASER(S) in proportion to his/her/their/its undivided share in the Schedule 'A' Property;
29. All letters, receipts or notices issued by the DEVELOPER dispatched through e-mails and/or under Certificate of Posting to the address of the PURCHASER(S) given in this Agreement will be sufficient proof of service thereof on the PURCHASER(S) and shall effectually discharge the Land-owner and the DEVELOPER from the obligations to issue any further notice;
30. Any delay, indulgence or negligence on the part of the DEVELOPER in enforcing the terms and conditions of this agreement or any forbearance or the grant of time to the

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PURCHASER(S) shall not be construed as a waiver on the part of the DEVELOPER of the breach of any laws and conditions of this agreement nor shall such waiver in any way prejudice the right of the DEVELOPER.

31. It is agreed that all terms and conditions of this Agreement and corresponding Agreement for sale of Un-divided share of Land, as well as the application form and other related documents will be binding and enforceable on the future assignees, nominees or Buyers of the present PURCHASER(S).

32. It is agreed by the PARTIES herein that the ‘Agreement for sale of the undivided share of land’ and ‘the Agreement for construction of Apartment’ are inseparable and importable for all intents and purposes.

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

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

35. In the event of there being any force majeure i.e. if they affect the performance of this Agreement (i) war, hostilities (whether or not war is declared) invasion, act of foreign enemies, rebellion, revolution, insurrection, military or usurped power, civil war, terrorism,

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riots; and disorders, strike, lockout, labour unrest or other industrial disturbances which are beyond reasonable control of Developer (affecting the performance of this Agreement) (ii) contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel or other hazardous properties of any explosive nature. (iii) earthquake, floods, subsidence, lightning or any operation of forces of nature and (iv) any other event including but not limited to action or inaction of the Governmental authorities having jurisdiction over the facility, the revocation or refusal to grant licenses, approval or permits, etc., where such revocation or refusal is beyond the reasonable control of Developers or change in government policy or statutes which impair the ability of the Developers to fulfill the obligations mentioned herein etc, which the Developers could not reasonably be expected to control (but shall not include any event caused by failure to observe good construction, operation or maintenance practice nor any event caused by negligence in the provision of adequate supervision) which significantly delays or renders the Agreement incapable of being performed, and which, even by the exercise or due diligence neither Party is able to overcome and all/any situations which are beyond the control of the Developer;”there shall be no claim by the PURCHASER(S) on the Developer herein and any obligation of the Developer arising out of the present Agreement as well as the Agreement for Sale of Undivided Share of Land and accordingly it is understood that the time for completion of the construction of Schedule C Property/Apartment shall stand extended proportionately.

36. In the event that any provision of this agreement or any of the conditions of them are declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indication of the same are received by either of the parties of

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any relevant competent authority, the parties shall amend the provision in such reasonable manner as achieves the intention of the parties without illegality or at the discretion of the parties it may be severed from this Agreement and the remaining provisions of this Agreement shall remain in full force.

37. The parties acknowledge that this Agreement and the terms and conditions contained herein are the whole Agreement between the parties and it has not relied upon any oral or written representation made.

38. The covenants, rights and obligations of the parties expressed in this agreement shall govern the parties in the corresponding Agreement for Sale of Undivided Share of Land also, and vice-versa.

39. The PURCHASER(S) covenants and agrees that the Developer will be entitled to utilise by way of transfer of any developmental rights of any other property on the Schedule-A Property as well as the Developer will be entitled to sell / transfer the development right of the Schedule-A Property to any other person or property or as may be permitted under any provisions of law. The Developer in either of the aforesaid cases will not be required to pay any consideration to the PURCHASER(S) or any one claiming through the PURCHASER(S), and the Developer will ensure the incorporation of covenants and stipulations as agreed to and as undertaken for the protection of the rights of the PURCHASER(S).

40. The Developer undertakes to incorporate similar clauses as mentioned in this agreement with the other co-owners of the residential apartments/blocks.

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41. It is agreed that all the terms and conditions of this agreement will be binding and enforceable on the future assignees, nominees or PURCHASER(S)s of the Undivided Share of Schedule A Property and Schedule C Apartment, deriving their rights from the initial PURCHASER(S).

42. In case of any dispute or difference arising between the Parties herein or any issue relating to this agreement of construction of Apartment, the parties have agreed to refer the same to the Sole Arbitrator to be appointed with the consent of both the parties, whose award shall be binding on the parties, and the venue of the such arbitration will be at Bangalore.

S C H E D U L E - 'A'

(Description of entire Property)

All that piece and parcel of land comprised in Survey Nos. **81/1, 81/2, 83/1P, 96/2P, 97/1, 98/1, 98/2P, 101/1,101/2, 101/3, and 102/1**, situated at Veerasandra Village, Attibele Hobli, Anekal Taluk, Bangalore District, Bangalore, Karnataka., to an extent of 19 Acres 10.37 Guntas at Veerasandra Village, Attibele Hobli, Anekal Taluk, Bangalore District, Bangalore, Karnataka. This includes land reserved for the purpose of Parks and Open Spaces (8955.80 sq. mtrs), Civic Amenity Site 1 &2 (3899.21 sq.mtrs) and Road widening (237.55 sq.mtrs), which is totalling to 13092.56 sq. mtrs, bounded as follows;

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NORTH BY : Land in Survey No.99 & 95/1, Veerasandra Lake Band & Private Property

SOUTH BY : Land in Survey No.80, 83/1 & 2, 97/2, 96/1 & 2P & Private Property

EAST BY : Land in Survey No.100, 101/4 & 102/2A, & Private Property & Road

WEST BY : Land in Survey No. 83/1 & 2, 82/2, 95/1 & 92/1A & Private Property & Road

SCHEDULE - 'B'

(Property hereby agreed to be sold to the PURCHASER(S))

A 0.3356 (640.996 sq. ft.) of undivided share, right, title and interest in the Schedule-A Property (excluding 8955.80 Sq.Mtrs of land reserved for the purpose of Open Site Reservation (OSR), 3899.21 Sq.Mtrs of land for CA site relinquished to BDA and 237.55 Sq.Mtrs of land reserved for Roads) proportionate to the super built-up area of the Schedule-C Property/Apartment.

SCHEDULE - 'C'

Description of the Apartment to be constructed by the PURCHASER through the LANDOWNER/DEVELOPER

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A 3 Bedroom apartment in BDA approved Development Plan (Refer BDA/TPM/DLP-11/2010-11/6894/2011-12 dt. 30/03/2012), under Block ____ and Tower No.____ bearing Apartment No.____(Refer to the key plan attached to the construction agreement) on the _____ Floor of the residential Project known as “UNIWORLD RESORTS” to be constructed in the Schedule B of Schedule-A Property, having a super built-up area of _____ Square Feet (which is inclusive of the floors, ceiling and walls between the apartments and proportionate share in all common areas) and exclusive right to use **Terrace Area** of _____ **Sft** together with exclusive right to use **One** covered car parking space.

Schedule ‘D’ SPECIFICATIONS AND AMENITIES		
Structure		Earthquake resistant RCC framed structure
Wall Finish	External	Exterior paint/natural stone cladding
	Internal	Plastic Emulsion paint
Flooring	Ceiling	OBD
	Living/Dining/Bedrooms	Vitrified tiles
	Master Bedroom	Laminated wooden flooring
	Common Area/Staircase	Indian Marble
	Balcony & Terraces	Vitrified anti-skid floor tiles
Kitchen	Flooring	Anti-skid ceramic tile
	Dado	Wall tiles upto 2’ high granite cladding above work counter (limited area)
	Platform	Granite counter with stainless steel sink with R.O. unit
Toilets	Utility	Granite counter with stainless steel sink
	Flooring	Anti-skid tiles
	Fittings	Branded single lever CP fitting, granite counter, pipelines for geyser, {Solar water heater for kitchen & one toilet.}Applicable for Top Floor Apts/Villas only

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Doors	External	Anodized/powder coated aluminium frame with glazed shutters
	Internal	Inside Doors: Hard Wood frame with European Style door shutters
	Main Door	Seasoned hardwood frames with moulded European style shutters
Windows		Anodized/powder coated aluminium frame with glazed shutters.
Electrical		Provision for adequate light & power points; telephone and TV points in all bedrooms, copper wiring in concealed conduits, partial solar powered street lights.
Power Back-up		24 x 7 power back-up
Air-conditioning		Provision for split Air-conditioning in master bedroom & living area
Security		Gated community with CCTV/vigilance facility around the site, video calling phone

IN WITNESS WHEREOF the PARTIES herein have executed this AGREEMENT in the presence of the Witnesses attesting hereunder;

WITNESSES:

1. Signature:

Name:

For M/s Unitech Limited.,

Address:

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DEVELOPER

2. Signature:

Name:

PURCHASER(S)

Address:

**ANNEXURE –A
SUPER AREA**

That the term ‘Super Area’ shall mean and include the covered area, verandah and balcony (including utility balconies), inclusive of the area under periphery walls, area utilized for services viz. decks, cupboards, lofts, circulation area with corridor, passage and staircase, terrace, lifts, shafts (electric, fire, plumbing,) service ledges on all floors, common corridors and passages, stair houses and machine rooms, lobbies and refuge areas, shared areas of walls common with other premises/apartments, which shall form integral form of said apartment and common areas for the complex which shall mean all such parts/areas which the Applicant(s) shall use by sharing with other occupants of the complex like STP, ESS, Under Ground Water Tank, etc which are common for the entire complex of apartments.

As per terms and conditions of allotment, the Super Area indicated in the application shall remain tentative and is used for computation of sale price in respect of the said Apartment only and shall not give any right, title or interest to the Applicant(s) in common areas except the right to use the same by sharing with other occupants/Applicant(s) of the said building subject always to terms and conditions of the maintenance agreement executed by the Applicant(s).

“common areas and facilities” unless otherwise provided in the Declaration or lawful amendments thereto, means,-

- (1) the land on which the building is located;
- (2) the foundations, columns, girders, beams, supports, main walls, roofs, halls, corridors, lobbies, stairs, stairways, fire-escapes ,entrances and exits of the building;
- (3) the basements, cellars, yards, gardens, parking areas and storage spaces;

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- (4) the premises for the lodging of janitors or persons employed for the management of the property;
- (5) installations of central services, such as power, light, gas, hot and cold water, heating, refrigeration, air-conditioning and incinerating;
- (6) the elevators, tanks, pumps, motors, fans, compressors, ducts and in general all apparatus and installations existing for common use;
- (7) such community and commercial facilities as may be provided for in the Declaration; and
- (8) all other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use;

“limited common areas and facilities” means those common areas and facilities designated in the Declaration as reserved for use of certain apartment or apartments to the exclusion of the other apartments;

ANNEXURE-B

The construction cost of the Schedule 'C' Apartment shall be **Rs._____/- (Rupees _____ only);** and the PURCHASER(S) has paid a part-sum of **Rs.____/-;** towards the construction cost.

The PURCHASER(S) shall pay the balance construction cost along with all other applicable charges as follows:

S.NO.	Payment Description	Due Date	Amount (Rs.)
1	Within 15 - 30 days of Allotment		-00
2	On Casting of Top Floor Roof	Payable when called	-00
	On Compl. Of Plumbing & Electrification	Payable when called	-00
3	On Compl. Of Plastering - External	Payable when called	-00
4	On Compl. Of Plastering - Internal.	Payable when called	-00
5	On Compl. Of Flooring within Apt.	Payable when called	-00
6	On final Notice of Possession	Payable when called	-00
	Total Amount		-00

Note: Service Tax & VAT will be payable along with instalments as and when demanded.

All payments to be made by Cheque or Demand Draft payable in favour of DEVELOPER, i.e. `Unitech Ltd – Electronic City, Bangalore Sales Account’. In case of Cheque or Demand Draft payable outside Bangalore, then collection charges will be debited to the

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PURCHASER(S)'s account and credit for the payment made will be given on actual credit of the amount from the bank.

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