

:DRAFT FOR DISCUSSION:

:SREE:
: AGREEMENT TO SELL :

THIS AGREEMENT TO SELL IS MADE AND EXECUTED ON THIS THE TENTH DAY OF MARCH, YEAR TWO THOUSAND SIXTEEN (10/03/2016):

:BETWEEN:

- 1) **Sri. P. RADHESHYAM,**
Aged about 47 years,
Son of late Sri. S. Prakash Kumar,
- 2) **Smt. APPARNA R. SHYAM,**
Aged about 45 years,
Wife of Sri. P. Radheshyam,

Both are residing at:
'Ratnaprakash',
No.278/A, 6th Cross Road,
First Block,
Jayanagar,
BANGALORE – 560 011.

Nos.1 and 2 are represented by their
General Power of Attorney Holder:

M/s. SRC-DIVAKAR'S,
A Partnership Firm,
Having its Office at:
Nos.759 to 764, IV Floor,
Sri Gururaya Mansion,
8th Main Road,
Second Phase,
J.P. Nagar,
BANGALORE – 560 078,
Represented by its Partner:
Sri. N. JANARDHAN BABU.

- 3) **M/s. SRC-DIVAKAR'S,**
 A Partnership Firm,
 Having its Office at:
 Nos.759 to 764, IV Floor,
 Sri Gururaya Mansion,
 8th Main Road,
 Second Phase,
 J.P. Nagar,
BANGALORE – 560 078,
 Represented by its Partner:
Sri. _____.

hereinafter called the "**SELLERS**"

(which expression wherever it so requires shall mean and include all its their respective heirs, legal representatives, administrators, executors, successors and assigns etc.,) **OF THE FIRST PART:**

:AND:

M/s. SRC-DIVAKAR'S,
 A Partnership Firm,
 Having its Office at:
 Nos.759 to 764, IV Floor,
 Sri Gururaya Mansion,
 8th Main Road,
 Second Phase,
 J.P. Nagar,
BANGALORE – 560 078,
 Represented by its Partner:
Sri. _____.

hereinafter called the "**BUILDER**"

(which expression wherever it so requires shall mean and include all its partners, their respective heirs, legal representatives, administrators, executors, and assigns etc.,) **OF THE SECOND PART:**

:IN FAVOUR OF:

hereinafter called the **"PURCHASER/S"**

(Which expression wherever it so requires shall mean and include all his/her/their heirs, legal representatives, administrators, executors and permitted assigns etc.,)
OF THE THIRD PART:

WITNESSETH:

WHEREAS the Sellers 1 and 2 are the owners of all that Property consisting of Vacant Residential Sites bearing Municipal Nos.8, 9, 10, 12, 13, 14, 15 and 16, all formed in Sy.No.8/2 (Old Sy.No.8) of Raghuvanahalli Village, Uttarahalli Hobli, Bangalore South Taluk and all presently situated in Raghuvanahalli, Division No.198 of Hemmigepura, Kengeri Sub-Range, Bangalore, morefully described in Item No.I of Schedule 'A' herein.

WHEREAS the Sites in Item No.I of Schedule 'A' Property were formed in Property measuring 3 Acres 24 Guntas in Sy.No.8 of Raghuvanahalli Village, Uttarahalli Hobli, Bangalore South Taluk and were originally owned and possessed by (1) Sri.Sridhar Prasad (2) Sri.P.Radheshyam (3)Sri.K.Ramesh (4)Sri.Vignesh V.Murthy and (5) Sri.Nitin B.Vatsala along with their family members namely, **(I)** (1) Sri.Sridhar Prasad, (2)Sri.S.Shanthakumar, (3) Sri.S.Gokula, (4) Sri.S.Madhuranath, (5) Sri.S.Amarnath, (6) Smt.Lakshmi, (7) Smt.Shobadevi **(II)** (1)Sri.P.Radhe Shyam (2) Sri.S.Prakash kumar, (3) Sri.P.Nagarathnamma and (4) Smt.Anitha Ashok Kumar **(III)** (1)Sri.K.Ramesh (2)Sri.S.Krishna Murthy (3) Sri.K.Sathyavathi and (4)Smt.V.V.Jyothi **(IV)**(1)Sri.Vignesh V.Murthy (2)Sri.S.Venkatesha Murthy (3)Smt.Padma Venkatesh, (4)Smt.Pushpa and (5)Smt.Amitha S.Madhu **(V)** (1) Sri.Nitin B.Vatsala (2)Sri.S.Bhaktavatsala (3)Smt.B.Umarani (4)Sri.Nikhil B.Vatsala (5)Smt.Bhagya

Lakshmi, (6)Smt.T.L.Prabhavathi and (7)Smt.Apparna R.Shyam and they by a Deed of Partition dated 28/06/2004 registered as Document No.12112/2004-05 in Book-I and stored in C.D.No.KEND 104 in the Office of Sub-Registrar, Kengeri, Bangalore, partitioned the said sites and in terms of the said Partition Deed, Site Nos.8, 9, 10, 12, 13, 14, 15 and 16 were allotted to the share of Sri.P.Radhe Shyam and his wife Smt.Apparna R.Shyam, the Sellers 1 and 2 herein and while other sites were allotted to other sharers in the above partition and from the date of the said allotment, the Sellers 1 and 2 started enjoying the properties in Item Nos.I of the Schedule 'A' herein as absolute owners and their names were registered in the records of Bangalore Development Authority vide Khata Certificates all dated 26/07/2004 issued by Bangalore Development Authority.

WHEREAS the Sites in Item No.I of the Schedule 'A' Property later came to be assessed by Bruhat Bangalore Mahanagara Palike for municipal property taxes and were assigned with Municipal Nos.8, 9, 10, 12, 13, 14, 15 and 16 of Raghuvanahalli, Division No.198 of Hemmigepura, Kengeri Sub-Range, Bangalore, as evidenced from the Khata Certificates all dated 13/11/2013 and the Sellers 1 and 2 started paying the property taxes regularly.

WHEREAS the Third Seller herein are the owners of all that Property being a Vacant Residential Site bearing No.11 formed in Sy.No.8/2 (Old Sy.No.8) of Raghuvanahalli Village, Uttarahalli Hobli, Bangalore South Taluk and presently bearing Municipal No.11, Raghuvanahalli, Division No.198 of Hemmigepura, Kengeri Sub-Range, Bangalore, morefully described in Item No.II of the Schedule 'A' herein, they having purchased the same from their Vendors Dr.S.B.Pushpa and Dr.S.B.Umesh Babu in terms of a Sale Deed dated 24/05/2014 registered as Document No.1290/2014-15 in Book-I and stored in C.D.No.JAYD198, in the Office of the Sub-Registrar, Jayanagar, Bangalore and since then the Third Seller started enjoying Item No.II of the Schedule 'A' Property as absolute owner.

WHEREAS thus the Sellers 1 and 2 are the full and absolute owners of Item No.I of Schedule 'A' Property and the Third Seller is the full and absolute owner of Item No.II of Schedule 'A' Property and Item Nos.I and II of Schedule 'A' Property abut and adjoin each other and together form a composite block and are referred to as Schedule 'A' Property for convenience.

WHEREAS the Sellers 1 and 2 being desirous of developing Item No.I of Schedule 'A' Property into Residential Apartments, approached M/s.SRC-Divakar's, the Third Seller herein, who is also referred to as 'Builder' at relevant places and requested them to develop Item No.I of Schedule 'A' Property into Residential Apartments under composite scheme by integrating the development with Item No.II of Schedule 'A' Property and based upon the said request, the Builder agreed for the same and hence the Sellers 1 and 2 entrusted Item No.I of the Schedule 'A' Property to the Builder for development and sale in terms of a Joint Development Agreement dated 12/06/2014 registered as Document No.2912/2014-15 in Book-I and stored in C.D.No.JPND274, in the Office of the Senior Sub-Registrar, Jayanagar (J.P.Nagar), Bangalore, who agreed to undertake the development of Schedule 'A' Property into Multistoried Residential Apartment Building and share the land and building in the ratios agreed therein and simultaneously Sellers 1 and 2 executed a General Power of Attorney 12/06/2014 registered as Document No.125/2014-15 in Book-IV and stored in C.D.No.JPND274, in the Office of the Senior Sub-Registrar, Jayanagar (J.P.Nagar), Bangalore, empowering the Builder to secure approvals, develop and sell in terms of the Joint Development Agreement. Subsequently the Sellers exchanged certain portions in Item Nos.1 and 2 of Schedule 'A' Property in terms of a Deed of Exchange dated 09/07/2014 registered as Document No.765/2014-15 in Book-I and stored in C.D.No.SHRD47, in the Office of the Sub-Registrar, Shanthinagar, Bangalore and thereby the Sellers have become co-owners of Schedule 'A' Property.

WHEREAS the Builder by virtue of the powers conferred upon them under the Joint Development Agreement and the General Power of Attorney, secured a Licence and Plan sanctioned from the Bruhat Bangalore Mahanagara Palike, Bangalore, vide L.P.No.338/2014-15 dated 27/03/2015 for construction of a Residential Apartment Building comprising of Two Basements, Ground and Seven Upper Floors and a Club House on the Terrace Floor and identified the same as '**SKY ASTA**'. The Builder is contemplating to secure sanction of additional floors before receipt of Occupancy Certificate from the plan sanctioning authorities and Builder reserve the right for construction as aforesaid.

WHEREAS the Sellers and Builder identified the apartments and built-up areas, car parks etc., falling to their respective shares in '**SKY ASTA**' being constructed by the Builder on Schedule 'A' Property in terms of an Allocation Agreement dated ___/___/2015 and agreed that the Sellers and Builder are entitled to dispose of their respective shares and other entitlements of the built-up areas, car parking areas in their own names.

WHEREAS the Builder evolved a scheme of ownership of Residential Apartments in Schedule 'A' Property, in terms of which any person desirous of owning an apartment in '**SKY ASTA**' will be nominated by the Builder to purchase the proportionate undivided share, right, title and interest in the Schedule 'A' Property from the Sellers and such buyer by virtue of agreeing to purchase the undivided interest in the Schedule 'A' Property will get a right to construct the chosen apartment in '**SKY ASTA**' only through the Builder and upon conveyance of the undivided share in the Schedule 'A' Property, the buyer will perfect his/her/their title over the apartment got constructed. Upon such sale in the overall scheme, the entire Schedule 'A' Property will be jointly owned and held by the owners of the apartments built therein and each of them having a definite undivided share in the Schedule 'A' Property and absolute ownership to the respective Apartments with right to use in common with others, all the common amenities, areas and facilities, staircases, lifts, lobbies, passages, access, etc., within the Schedule 'A' Property. The scheme as described above forms the basis of sale and ownership of the Apartments in '**SKY ASTA**'. The Builder has worked out the proportion of undivided share to be held in Schedule 'A' Property based on the construction plans.

WHEREAS the Purchaser/s herein after due verification and scrutiny, being satisfied with the title of the Sellers to Schedule 'A' Property and with the scheme propounded by the Builder and sanctions obtained by them and recognizing the right of Builder to seek modifications to the sanctioned plan as aforesaid, is/are interested in constructing through the Builder and owning an Apartment described in Schedule 'C' herein, in '**SKY ASTA**' to be built in Schedule 'A' Property and as per the scheme, the Purchaser/s agreed to purchase the proportionate undivided share in Schedule 'A' Property from the Sellers morefully described in Schedule 'B' herein and Purchaser/s agreed to enter into a separate Agreement for Construction of Schedule 'C' Apartment with Builder in terms of the scheme stated above.

WHEREAS the Sellers and Builder have prior to this day provided photo copies of the deeds and documents of title pertaining to Schedule 'A' Property to the Purchaser/s to enable the latter to carryout legal due-diligence to his/her/their satisfaction about the title of the Sellers and Builder. Based on the said due-diligence and title verification and satisfaction, the Purchaser/s has/have agreed to purchase the Schedule 'B' Property from the Sellers on terms and conditions herein contained and agreed to get the Schedule 'C' Apartment constructed exclusively from the Builder. The Purchaser/s has/have understood, evaluated and satisfied about the building plans, designs, specifications, quality of construction, concept, title, etc., of '**SKY ASTA**' as well as the suitability of the apartment for the permitted use and the conditions mentioned herein. The Purchaser/s has/have further confirmed that Purchaser/s has/have carefully read the conditions of this Agreement and has/have understood his/her/their obligations and liabilities and limitations as set forth herein and has/have neither relied upon nor been influenced by any marketing brochures, e-mails, advertisements, representations of any nature whatsoever whether written or oral. The Purchaser/s upon being satisfied as aforesaid and relying upon his/her/their own judgment and investigation(s), has/have approached and offered to purchase the Schedule 'B' Property and get Schedule 'C' Apartment constructed.

WHEREAS the Sellers have hence offered to sell Schedule 'B' Property free from all encumbrances with right to build through Builder and own Schedule 'C' Apartment and the Purchaser/s accepted the said offer and agreed to purchase the Schedule 'B' Property free from all encumbrances with the right to build through Builder and own Schedule 'C' Apartment for consideration mentioned in Schedule 'F' below. The Sellers and Builder have agreed to convey Schedule 'B' Property subject to Purchaser/s complying with the terms and conditions of this Agreement and the Construction Agreement and payment to the Builder all the amounts detailed in both the Agreements.

WHEREAS under the aforesaid Joint Development Agreement dated 12/06/2014 and Allocation Agreement dated __/__/2015, the Schedule 'B' and 'C' Properties are part of the areas allotted to the share of the Builder and hence consideration stipulated herein and all other amounts payable by the Purchaser/s under this Agreement and under the Construction Agreement shall belong to Builder and hence entitled to receive and appropriate all the amounts payable under this Agreement and Construction Agreement.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1) SALE CONSIDERATION & PAYMENT:

1.1) The Sellers shall sell and Purchaser/s shall purchase the Schedule 'B' Property, for the consideration mentioned in Schedule 'F' herein with right to construct and own Schedule 'C' Apartment through the Builder only. In case of variation in the area of the undivided share to be conveyed in favour of the Purchaser/s herein in terms of this agreement beyond 5% for any other reason, the consideration stipulated for sale of the Schedule 'B' Property stands varied accordingly and not otherwise.

1.2) The Purchaser/s has/have paid the Builder the amount mentioned in Schedule 'F' hereto as part payment towards sale price for sale of Schedule 'B' Property and balance sale price shall be payable to the Builder as detailed in Schedule 'F' herein. Payment in terms of Schedule 'F' herein is the essence of this agreement and under no circumstance there shall be delay in payment of the balance sale price and further it affects the execution of the development of the Schedule 'A' Property and would also affect the interest of other purchasers who have joined from time to time to purchase undivided interest in Schedule 'A' Property.

1.3) In the event of delay/default by the Purchaser/s to pay the balance sale consideration as per Schedule 'F' hereto, the Builder shall be entitled to terminate this Agreement by issuing a notice calling upon the Purchaser/s to pay the arrears due within fifteen (15) days from the date of issue of such notice and if the Purchaser/s fail/s to pay the arrears, this Agreement shall be deemed to have been terminated.

1.4) In the event of termination as aforesaid, the Builder inspite of arbitration clause, shall be entitled to forfeit 10% of the total sale consideration reserved herein as liquidated damages by adjusting the same against the amounts paid by the Purchaser/s till the date of termination and refund the balance, if any, within two months from the date of termination. On such termination the Construction Agreement entered into between the Sellers and the Purchaser/s also stand terminated automatically without any notice to the Purchaser/s.

1.5) In case of breach of the terms and conditions in the Construction Agreement by the Purchaser/s, this Agreement shall be deemed to have been terminated for default automatically without separate notice and in which event the Sellers shall be entitled for the liquidated damages of 10% of the sale consideration.

1.6) Upon termination of this Agreement the Purchaser/s shall not have any claims over the Schedule 'B' Property and Schedule 'C' Apartment and/or on Builder and/or on Construction Agreement. The Builder shall be entitled to deal with Schedule 'B' and 'C' Properties as they may deem fit for their benefit without reference to the Purchaser/s.

1.7) If however, the Purchaser/s pays up the arrears within the time stipulated in the notice of termination with overdue interest at 15% per annum, the right to terminate the Agreement would lapse for such default and this Agreement continues to be valid. Any payments by the Purchaser/s received by the Builder would be firstly appropriated towards the payment of interest due if any and remaining towards part payment and any deficit would be made good by the Purchaser/s.

1.8) However even after the expiry of stipulated notice period (as mentioned above) the Builder at their discretion may agree to receive the unpaid sums with interest at 15% per annum from due date till repayment in full and in one lump sum of all the outstanding dues.

1.9) In case the Purchaser/s cancel/s this Agreement to Sell, the Builder is entitled to forfeit from the amounts paid/recover the amounts from the Purchaser/s equivalent to 10% of the sale consideration stipulated herein as liquidated damages and refund the balance sum due if any under this Agreement within one month from the date of termination and such forfeiture/recovery as aforesaid by the Sellers will be automatic without further notice on the Purchaser/s cancelling this Agreement as aforesaid.

2) **PURPOSE OF SALE:**

2.1) The sale of Schedule 'B' Property shall be to enable the Purchaser/s to get constructed the apartment described in Schedule 'C' herein exclusively through the Builder under the aforesaid scheme of ownership detailed in the preamble. Taking into account the nature of the scheme, it is absolutely necessary that the Purchaser/s shall get the Schedule 'C' Property constructed through the Builder and the Sellers have agreed to sell the Schedule 'B' Property to the Purchaser/s basing on the said undertaking that the Purchaser/s would get the Schedule 'C' Property constructed only through Builder. The Purchaser/s shall have no right to construct the Schedule 'C' Apartment other than through the Builder taking into account the nature of scheme.

2.2) The Purchaser/s shall not seek partition or division or separate possession of Schedule 'B' Property and in no way the Purchaser/s shall object for construction of apartments by other purchasers of undivided shares in the Schedule 'A' Property or in balance portions of Schedule 'A' Property and shall not call in question the sale price that will be settled with the Purchasers of the other undivided shares in Schedule 'A' Property and/or in balance portions of Schedule 'A' Property.

3) **CO-TERMINUS AGREEMENT:**

It is further agreed by the Parties herein that this agreement is specific only to sale of Schedule 'B' Property being proportionate undivided share in the Schedule 'A' Property (which division and calculation shall be at the sole discretion of the Builder and shall be final and binding on the Purchaser/s) and that the Parties herein have entered into separate Agreement with the Builder for the construction of the Schedule 'C' Apartment over the Schedule 'A' Property and use of common areas. However default in any one Agreement shall be construed as default of the other Agreement

and the rights and obligations of the parties shall be determined as per the terms mentioned in both the agreements. The Purchaser/s hereby agree/s that this agreement cannot be independently enforced in isolation of the other Agreement/s (the other agreement being the Construction Agreement for the construction of the Schedule 'C' Apartment). Without the due and proper performance of both the Agreement/s (Agreement to Sell and Construction Agreement) this Agreement cannot be performed. It is also agreed by the Purchaser/s that in case of breach of any of the term and/or condition and/or covenant, etc., by the Purchaser/s of the Construction Agreement in respect of the construction of the said Apartment, this Agreement will be deemed to have become non executable Agreement.

4) **TITLE & TITLE DEEDS:**

The Purchaser/s is/are provided with photo copies of all title deeds relating to Schedule 'A' Property and after being satisfied as to the title of the Sellers to the Schedule 'A' Property and the Builder's right to develop Schedule 'A' Property has/have entered into this Agreement. The Purchaser/s shall not be entitled to further investigate the title of the Sellers and/or power of the Builder to develop and sell and no requisition or objection shall be raised in any manner relating thereto. That on completion of development of entire Schedule 'A' Property the Sellers agree to deposit the original documents with the Association to be formed by the purchaser/s of apartments and other built spaces in the Schedule 'A' Property.

5) **EXECUTION OF SALE DEED, STAMP DUTY, FEES ETC.,:**

5.1) The Purchaser/s has/have borne the cost of stamp duty payable on this agreement. In addition thereto the Purchaser/s shall be liable to pay all applicable taxes including the prescribed TDS, if applicable, on the sale consideration of Schedule 'B' Property and/or on Schedule 'C' Apartment as the case may be and on production of the evidence of the aforesaid said payment/s the sale deed shall be registered.

5.2) The Sellers and Builder agree to execute Sale Deed in terms of the draft prepared by the Builder's Counsel for sale of Schedule 'B' Property in favour of the Purchaser/s on compliance of the terms and payment of all sums mentioned herein and in the said Construction Agreement. The sale will be completed in accordance with the time lines stipulated in the Construction Agreement subject to delays for reasons constituting events relating to Force Majeure and reasons beyond the control of the Sellers and/or Builder that is the possession of the Schedule 'B' Property and the completed Apartment in Schedule 'C' Property will be delivered at the time of sale and within the timeline stipulated in the Construction Agreement in Para-6 thereof. The Purchaser/s agree/s not to claim conveyance or possession till compliance of both the Agreements. The parties hereto shall co-operate with each other for registration of the Sale Deed in pursuance of this agreement. The Sale Deed and its registration process shall be completed through the Builder's Counsel only and Purchaser/s is/are liable to pay the expenses and professional fees stipulated by the Builder in respect thereto and the Purchaser/s consent/s for the same.

5.3) The stamp duty, registration charges, prevailing at the time of registration of sale deed, legal expenses and all other miscellaneous and incidental expenses for execution and registration of Sale Deed including the Stamp Duty and Registration Fee that may be demanded by The Special Deputy Commissioner for Detection of Under Valuation of Stamps and other Authorities shall be borne by the Purchaser/s. In the event of the Sale Deed being referred to the authorities for adjudication of stamp duty and/or valuation of the Schedule 'B' Property and/or 'C' Apartment, it is the responsibility of the Purchaser/s to attend to the same at his/her/their cost and secure release of the Sale Deed. The Sellers and/or Builder have no liability in respect thereto.

5.4) The Purchaser/s hereby authorize/s the Sellers to sign and execute a Deed of Declaration in respect of the Building in Schedule 'A' Property recording the terms and conditions relating to ownership, possession and enjoyment of the apartments and other built spaces by the respective buyers in the development '**SKY ASTA**' and also get the same registered.

6) **PROPERTY TAXES AND KHATA:**

6.1) The Sellers and Builder will pay Municipal taxes and other rates and outgoings on the Schedule 'B' Property upto the date of issuance of a notice of completion stating that the apartment is completed. The Purchaser/s shall be liable to pay the Municipal Taxes from the said date for the Schedule 'C' Apartment. Upon completion of the construction, the Schedule 'C' Apartment will be separately assessed for municipal property taxes. The Purchaser/s shall be liable to pay the municipal property taxes accordingly. The Purchaser/s agree/s to pay the Builder the service charges and fee that are necessary for securing separate assessment for Schedule 'C' Apartment and for transfer of Khata in the name of the Purchaser/s, if they utilise the Builder's assistance.

6.2) The Purchaser/s is/are entitled to secure Municipal Khata of Schedule 'B' and 'C' Properties on purchase at his/her/their cost from the jurisdictional municipal office and Sellers agree to sign necessary consent letters. In the event of any demand for payment of betterment charges/assessment charges for securing the transfer of Khata, the Purchaser/s agree/s to pay the same in proportion to the Schedule 'B' Property. The Builder has agreed to assist the Purchaser/s on request in respect thereto on payment of Service Charges as aforesaid.

7) **NATURE OF RIGHT OF USAGE:**

7.1) It is agreed that the building to be constructed in Schedule 'A' Property shall be held by all the apartments owners, each of them having proportionate undivided share and ownership in the land as per the terms and conditions herein and to be contained in the Sale Deed to be obtained from the Sellers and Builder. All passages, lifts, staircases, water lines, sewerage lines as also other facilities which are used in common by other apartment holders in the Building shall belong to and vest in the apartment owners jointly to be used by all the owners of building in common. None of the apartment owners shall place any obstructions or store or keep any articles in the common areas of the building.

7.2) The Builder reserve right to put up further construction in the event of additional F.A.R/ T.D.R being sanctioned to the Builder before issue of Occupancy Certificate. The Purchaser/s shall not object Builder in utilizing such additional FAR/TDR for construction of additional areas. The Builder in any of the aforesaid cases will not be required to pay any amount to the Purchaser/s in any account of whatsoever nature.

7.3) The Purchaser/s agree/s to own and enjoy Schedule 'B' Property to be sold in common with other purchasers of undivided shares and title in Schedule 'A' Property and shall be entitled to all those such Rights stated in Schedule 'D' herein and the Purchaser/s be liable to comply and adhere to the restrictions and obligations imposed on the Purchaser/s as detailed in Schedule 'E' herein. The rights and obligations so detailed in Schedules 'D' and 'E' hereunder are common to all purchaser/s in '**SKY ASTA**'. The Builder however shall be entitled to confer additional benefits and rights to specific purchasers at its discretion.

7.4) The Purchaser/s further covenant/s to use and enjoy all the common areas and amenities such as parks and open spaces, common electrical lines and lighting, water lines, sewers, drains, pipes, club house etc., in '**SKY ASTA**' in Schedule 'A' Property as and when permitted in common with other purchaser/s in Schedule 'A' Property. The Purchaser/s shall not place objects/things/articles which may hinder free use of any common amenities.

7.5) The Purchaser/s agree and acknowledge that the Builder have the right to make additions to or put up additional floors/structures in the building in '**SKY ASTA**' and/or in Schedule 'A' Property as may be permitted by the competent authorities and such additional structures may result in change in the proportionate interest in the common areas and facilities in the Schedule 'A' Property. The construction of any additional floors will be commenced only before issuance of Occupancy Certificate by the plan sanctioning authorities. In the event of increase/reduction in the area in Schedule 'B' Property, beyond 5% proportionate increase/ reduction will be given in the sale price and a corresponding change in the undivided interest in the Schedule 'A' Property will be effected. The Area statement issued by the Project

Architect shall be the basis for determining the quantum of undivided share in Schedule 'B' Property and the super built up area of the Schedule 'C' Apartment and it shall be final and binding on the parties. The Builder shall also be entitled to connect the electricity, water and sanitary connections and drainage fittings for such additional structures with the existing electricity, water and drainage sources. The Purchaser/s further agree that even after taking possession of the Schedule 'C' Apartment, they shall have no objection for the Builder in continuing with the construction of additional structures and/or buildings adjacent to or above the buildings in Schedule 'A' Property on any ground whatsoever (including but not limited to nuisance) or claim any compensation by whatever name called or with hold any payment stipulated herein.

7.6) The Purchaser/s shall not require or undertake before/after delivery of possession of Schedule 'C' Apartment any additions/deletions/modifications/changes in position etc., of the windows, doors, overall footprints of the Apartment, internal layout of the apartment, toilets and kitchen, sit outs/ balconies/ decks (covered or uncovered), architectural features (external/internal), fabrication works (grills, balcony railings, staircase railings etc,.) and external painting, other than what is provided for in the design by the Architects and Builder.

7.7) Upon handing over Schedule 'C' Apartment, the Purchaser/s shall not make any structural alterations to the Schedule 'C' Apartment and/or effect any change to the plan or elevation and shall not enclose the balconies attached to the apartment. The Purchaser/s while carrying on the interior decoration work within the Schedule 'C' Apartment 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. The Purchaser/s shall not drive any nails and/or other items/equipments into the common walls damaging the structure or alter the electrical or plumbing layouts to the Schedule 'C' Apartment whether internally or externally. The Purchaser/s shall strictly observe the rules, regulations, restrictions that may be generally/specifically imposed/prescribed by the Builder or the agency appointed periodically for the maintenance of all common areas and facilities in '**SKY ASTA**'.

7.8) All interior related works that the Purchaser/s may take up on his/her/their own can be taken up only after handing over possession of the apartment to the Purchaser/s by the Builder. The Purchaser/s shall carry out interior works all days except Sundays during the day time between 9 A.M. and 6 P.M. The Purchaser/s shall be fully liable and responsible to clear at their cost the debris generated. The Builder do not owe any responsibility for any breakages, damages caused to any of the finishing works or to the structure already handed over to the Purchaser/s but originally carried out by the Builder. The Builder shall not be responsible/liable for any thefts during the course of the interior works.

7.9) The Purchaser/s shall not, without the prior written consent of the Builder, make any structural alterations or additions to the Schedule 'C' Property or permanently remove there from any fixtures or fittings provided therein if any. However, the Purchaser/s may undertake temporary partitions, or install any electrical equipment required for Purchaser/s operations, including but not limited to Computer systems, electronic devices, CCTV, telephones, etc. The Purchaser/s shall carryout, at his/her/their own cost and expenses and without claiming any reimbursement from the Builder, minor non-structural additions or improvements to the Schedule 'C' Premises. The Purchaser/s shall not do any act, which will cause or tend to cause any damage to the structure and facade of the building.

7.10) The Builder have the right to make any alterations, improvements, additions, repairs whether structural or non-structural, interior or exterior, ordinary or extra ordinary in relation to any unsold Apartments in Schedule 'A' Property and the Purchaser/s shall have no objection/make any claims in respect thereto.

7.11) The Purchaser/s hereby agrees, undertake/s and covenant/s with the Builder that he/she/they shall not at any time hereafter limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by, or granted to the Builder under this Agreement, or any other deed, document or writing that may be entered into and executed between the parties hereto, and the Purchaser/s shall be bound and liable to render to the Builder, all necessary assistance and co-operation, to enable the Builder to exercise and avail of the same.

7.12) The sale of Schedule 'A' Property is to enable the Purchaser/s to own and construct Schedule 'C' Apartment in Schedule 'A' Property and not for any other purposes. The Purchaser/s shall not raise any objections or prohibit in any manner to exercise the powers of the Builder under this Agreement or under the Construction Agreement in relation to the extent of the FAR in respect of Schedule 'A' Property either present or at any time in future. The Builder is also entitled to utilize Transferable Developmental Rights in constructing the Schedule 'A' Property.

7.13) The Car parking areas provided in the Property are for the benefit of all the buyers/owners/occupants of the apartments in the development. The Car parks are to be allotted to each of the buyers/owners of the apartments for facilitating the smooth functioning and use of Car parking areas. In the absence of such allotment, the use of the Car Parking areas would result in disharmony and periodical disputes amongst the owners/users of the apartments. In view of the same the Purchaser/s has/have irrevocably authorized the Builder to earmark Car parks to each of the owners/buyers of the apartments in the mutual interest of one and all in order to maintain peace, cordiality and harmony among the owners/occupants of the building and to avoid day to day parking problems. The Purchaser/s further declare/s that he/she/they is/are bound by such earmarking of parking spaces and will not question the authority of Builder in doing so and further desist from making any issue or claims in respect thereto. In view of the aforesaid, the Builder is allotting exclusive car parking areas at the basement floor to the Purchasers who specifically apply for the same and the Purchaser/s will not object to such allotment. The parking area earmarked for the Purchaser/s by the Builder is binding on the Purchaser/s and the Purchaser/s agree/s to receive the same without any objection.

7.13.1) The parking space earmarked to Purchaser/s is for exclusive use and enjoyment by Purchaser/s and the Purchaser/s shall not have the right to put up any construction in the parking space or enclose the same or use/convert it for any purpose other than as car parking space.

7.13.2) The Purchaser/s on allotment of the car parking area, other than use of the same, shall not have any power or authority to transfer the same other than with the apartment and the undivided share described in Schedule 'B' and 'C' herein. In addition thereto the Purchaser/s shall not allow the use of the car parking/s allotted for use and enjoyment of the same by any person who does not own or occupy an apartment in the development in Schedule 'A' Property.

8) **CLUB HOUSE:**

8.1) The Builder is providing Club House for the use and enjoyment of all owners/occupants in Schedule 'A' Property, which shall form part of '**SKY ASTA**' and Purchaser/s may utilise the facilities available in the Club according to the terms and conditions and payment of the amounts prescribed by Builder or by Agency appointed by Builder to run and manage the Club. Any tax liability arising out of this shall be borne by the Purchaser/s.

8.2) The ownership and possession of the land, building and the fittings and fixtures in the Club including movable assets will be transferred to the Owners' Association to be formed by all the owners of all apartments in Schedule 'A' Property and till then it will remain absolutely and exclusively with the Builder and/or their associate companies, concerns, agents, nominees, assignees and/or transferees.

8.3) The Builder will have a right of ingress and egress to the Club by using the roads and other facilities in the '**SKY ASTA**' by themselves and by their agents, servants, authorized/ permitted by them etc.

8.4) The Purchaser/s as long as he/she/they remain occupant of the apartment/built spaces in '**SKY ASTA**', shall be entitled to use the 'Club House' without paying any membership fees, subject to (i) strict observance of the rules of the Club House, framed by the Builder, their agents/assigns, from time to time; (ii) the payment of charges for usage as may be fixed from time to time by the Builder and their agents/assigns;

8.5) The Builder may themselves run the Club and/or engage any person/s to run the club and its activities. The Builder is not responsible for either quality of services or the price at which services are provided in the club. It is clarified that non-completion or non-operation of Club or any of the above facilities shall not be deemed as delay in handing over the possession of the Schedule 'C' Apartment. The Purchaser/s shall take possession of the Schedule 'C' Apartment even if Club and above facilities are not complete or non-operational.

8.6) The facilities of the Club are available for the benefit of the Purchaser/s of the Apartments/Units/Spaces in Schedule 'A' Property and in the event of transfer of ownership, the transferee will be entitled to the benefits of the Club and the transferor shall cease to be the member of the Club.

9) **OWNERS ASSOCIATION:**

9.1) The Purchaser/s hereby agree/s and undertake to become a member of the Owners' Association as and when formed by the Builder and/or by the purchasers of all the apartments and sign and execute all applications for Membership and other papers, bye-laws and documents as may necessary to form the Association and/or run the said Association. The Purchaser/s shall observe and comply all the bye-laws and all the rules and regulations of the said Owners' Association and proportionately share the expenses for running the Association and its activities referred to herein.

9.2) It is specifically made clear that the said Owners' Association on its formation is not only for the purpose of attending to the social activities of its members consisting of the owners/occupants of the development in '**SKY ASTA**' but also for the management, administration and control of the Infrastructure and for collecting common expenses/Maintenance charges for up-keep and maintenance of common areas/amenities/facilities etc.,.

10) **COMMON MAINTENANCE & CORPUS FUND:**

10.1) The Builder will undertake upkeep and maintenance of the common areas, amenities and facilities in the building '**SKY ASTA**' in Schedule 'A' Property or entrust the same to any Maintenance Company of their choice from the date of completion of the Building for one year or till formation of Owners Association, whichever is earlier. The Purchaser/s shall be liable to bear and pay the common expenses for the upkeep and maintenance of the common areas, amenities and facilities in the building '**SKY ASTA**' for the period of one year in advance, which would be utilized for the said purposes and any deficit would be made good by the Purchaser/s. The said payment is in addition to the payment stipulated in further paragraphs detailed below.

10.2) The Purchaser/s shall pay to the Builder/the Agency appointed by the Sellers an estimated sum of Rs.____/- (Rupees _____ Only) per sq. ft. super built-up area of the Apartment as "Common Maintenance Charges" for one year. Any tax liability arising out of this shall be borne by the Purchaser/s. The Common Maintenance Charges is payable by the Purchaser/s as aforesaid on issue of a notice of completion of Schedule 'C' Apartment. With this amount the Builder/Maintenance Agency will maintain the common areas and the facilities in '**SKY ASTA**' for a period of One year from the date the building is ready for occupation and any deficit shall be made good by the Purchaser/s proportionately. After the expiry of One year, the Builder agrees to transfer the maintenance to the Owners Association on its formation and till then the Builder/Agency will run on payment of common expenses to them every month. The Purchaser/s shall after One year pay the Builder/Agency/Owners Association, as the case may be the common maintenance charges, quarterly in advance or as may be billed by the Builder/Agency/Owners Association. However in the event Builder finds the aforesaid sums being insufficient to meet the common maintenance charges for any reason including in case of escalation in the cost of labour and other materials used for Common Area Maintenance, the Builder is entitled to seek proportionate increase in Common Maintenance Charges.

10.3) The Purchaser/s shall also at the time of taking possession of Apartment, pay Rs.____/- (Rupees _____ Only) per sq. ft. of saleable area of the Apartment as Owner's contribution towards "**Corpus Fund**". The whole of the Corpus Fund made up of the contributions by the purchasers of the Apartments in '**SKY ASTA**' shall be retained by Builder till the formation of Association and transfer the same with accrued bank interest, if any, to the Association so formed in '**SKY ASTA**'. The Purchaser/s of '**SKY ASTA**' or the Association shall have no right or authority to claim the refund/transfer of the corpus fund on sale/transfer before the formation of Association. The contribution towards Corpus Fund is collected to ensure funds availability for any major repairs or maintenance works in '**SKY ASTA**'.

10.4) The Purchaser/s shall permit the Builder and/or Maintenance Company and/or Association as the case may be, their agents, with or without workmen at all reasonable times to enter into and upon the Schedule 'C' Apartment or any part thereof for the purpose of repairing, maintaining, re-building, cleaning and keeping in order and condition all services, drains, or other conveniences belonging to or servicing or used for the Schedule 'C' Apartment and also for the purpose of laying, maintaining, repairing and testing drainage, water pipes and electric wires and for similar purposes and also for the purpose of cutting off the supply of water and electricity and other facilities etc., to the Schedule 'C' Apartment who have defaulted in paying their share of the water, electricity and other charges and common expenses.

11) **NO RIGHT TO OBSTRUCT DEVELOPMENT:**

The Purchaser/s shall have no right at any time whatsoever to obstruct or hinder the progress of the construction of the building and other developments or any part thereof in the Schedule 'A' Property and/or in '**SKY ASTA**'.

12) **LIMITED RIGHT OF PURCHASER/S:**

Nothing contained in these presents shall be construed to confer upon the Purchaser/s any right, title or interest of any kind whatsoever into or over the Schedule 'B' Property and/or Schedule 'C' Apartment or any part thereof and the Purchaser/s will acquire right only upon the execution of the sale deed duly alienating, conveying and transferring the Schedule 'B' Property and 'C' Apartment.

13) **NOT TO ALTER NAME:**

The Purchaser/s shall not alter or subscribe to the alteration of the name of 'SKY ASTA' in Schedule 'A' Property.

14) **ASSIGNMENT:**

a) That during the _____ months of the execution of this agreement or till the execution of the Sale Deed whichever is earlier, the Purchaser/s shall not have power or authority to transfer or assign his/her/their right under this agreement to any one. After expiry of twelve months, the Builder may at their discretion give consent for such assignment subject to what is stated herein. It is specifically agreed by the Purchaser/s that the Purchaser/s cannot part with possession of the said Apartment or sell transfer assign his/her/their interest in the said Apartment without the prior written sanction and consent (to be granted at the option) of the Builder and until the contract contemplated under this Agreement and all other writings executed along with this Agreement is duly and properly fulfilled. It is specifically understood that the Builder shall at their option permit assignment on charging an assignment fee, of ___% of the consideration stipulated herein for sale of Schedule 'B' Property and to be intimated by the Builder before granting such permission. The Builder may grant such sanction, provided at the time of such assignment the Purchaser/s has/have paid all amounts mentioned in this Agreement (and all other writings and Deeds that may be executed here with), in respect of the said Apartment. Further in the event of such assignment, the Builder shall not be liable to pay any compensation/damages payable by the Builder under any of the terms and/or conditions of this Agreement. Further, as this agreement and the Construction Agreement are co-terminus in nature, the Purchaser/s shall not be entitled to assign either of these agreements independently without assigning the other Agreement i.e., the Purchaser/s shall not be entitled to assign his/her/their rights under this Agreement without assigning his/her/their rights under the Construction Agreement and vice versa. It is also made clear that the Purchaser/s will not be able to assign his/her/their rights in portions i.e., the Purchaser/s will have to either assign all his/her/their rights under this Agreement or otherwise shall not be entitled to assign his/her/their rights at all.

b) In addition to above, the Builder's consent (if granted) to dispose, transfer or sale by way of assignment of the said Apartment to a third party shall be inter alia subject to the Purchaser/s:-

- (i) settling all charges outstanding and payable to the Builder including Service Charges, Sinking Fund Charges, all other payments mentioned in this Agreement and other overdue interest (if any);
- (ii) Causing the new buyer(s) to execute fresh Sale Agreement/Deeds with the Builder (as per the format of the Builder).

15) **POSSESSION:**

15.1) The Builder would intimate the Purchaser/s the date for delivering possession of the Schedule 'C' Apartment to the Purchaser/s and the Purchaser/s shall complete the purchase of Schedule 'B' Property and receive possession as stated above within Fifteen days from the date of such notice and the Builder shall sell and deliver possession of the Schedule 'C' apartment provided the Purchaser/s has/have not defaulted any of the terms and conditions of this agreement and has/have complied with its obligations and paid the agreed sums.

15.2) The Sellers shall deliver and put the Purchaser/s in constructive possession of Schedule 'B' Property and actual, physical, vacant possession of Schedule 'C' apartment on execution of Sale Deed against payment of balance sale consideration and all other amounts due under this Agreement and Construction Agreement and compliance of all the terms in both Agreements. That on sale of Schedule 'B' Property the Purchaser/s shall have no claim of whatsoever nature against Sellers and/or Builder.

15.3) The Purchaser/s shall receive possession of the Schedule 'B' Property and Schedule 'C' Apartment on or before the dates stipulated by the Builder in writing by executing the Sale Deed and getting the same registered. In case the Purchaser/s default/s in receiving possession as aforesaid and/or complete the purchase, the Builder is entitled to and Purchaser/s shall be liable to pay Rs.____/- (Rupees _____ Only) per Sq.Feet super built-up area of Schedule 'C' Property per month as holding charges which the Purchaser/s agree to pay the same before receiving possession of Schedule 'C' Apartment.

16) **NOTICES:**

16.1) Any notice or correspondence to be sent to any party under this Agreement shall be addressed and sent to their respective addresses mentioned in this Agreement and such notices and correspondence are deemed to have been served on the parties if addressed and sent by Certificate of Posting or by Courier or by personal delivery. The party sending notice/correspondence is not responsible for non delivery due to change in the address if the party changing the address has not intimated in writing the change of address.

16.2) In case there are joint Purchaser(s) all communications shall be sent by the Builder to the Purchaser whose name appears first and at the address given by the Purchaser which shall for all intents and purposes be considered as properly served on all the Purchasers.

17) **FORCE MAJEURE:**

The Purchaser/s agrees that in case the Builder is unable to deliver the said Flat/Apartment to the Purchaser/s for his/her/ its occupation and use due to (a) any legislation, order or rule or regulation made or issued by the Government or any other authority; or (b) if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for any reason whatsoever, or (c) if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) and/or title issues, development, construction, marketing, sale, etc., become subject of any suit/ writ before a competent court, or (d) due to flood, other natural disasters, war, insurrection, epidemic, revolution, riot, terrorist attack, governmental restrictions or so forth which are beyond the reasonable control of the Builder, (e) non-availability of sand, cement, jelly, labour or critical items or (f) any other circumstances beyond the control of the Builder or its officials, then the Builder may cancel the allotment of the said Apartment/ Flat in which case the Builder shall only be obliged to refund the amounts received from the Purchaser/s without any interest.

18) **SPECIFIC PERFORMANCE & ARBITRATION & JURISDICTION:**

18.1) Subject to Clause below, in the event of default by the Sellers, the Purchaser/s is/are entitled to enforce specific performance of this contract. Similarly in the event of default by the Purchaser/s, the Sellers and/or Builder shall be entitled to enforce specific performance of this agreement or take action as per this Agreement.

18.2) In the event of breach of the terms of this Agreement to Sell or in the event of any differences or disputes arising between the parties in regard to this Agreement or any matter relating thereto, the same shall be referred to a sole Arbitrator to be appointed by the Sellers and his award shall be final and binding on the parties hereto and Arbitration shall be as per the Provisions of the Arbitration & Conciliation Act in force. The Arbitration shall be conducted in English Language and the place of Arbitration shall be in Bangalore.

18.3) The courts at Bangalore alone shall have jurisdiction in all matters relating to this Agreement.

19) **INDULGENCE:**

Any delay tolerated or indulgence shown by the Sellers and/or Builder in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s shall not be construed as a waiver on their part as any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the right of the Sellers and/or Builder.

20) **COMPLETE AGREEMENT :**

The parties acknowledge that this Agreement is the complete Agreement. This Agreement supersedes brochures, Letter of Offer/Payment Plan, any prior agreements and representations between the parties, whether written or oral. Any such prior arrangements shall be deemed to be cancelled as at this Date.

21) **AMENDMENT:**

No Decision or exercise of discretion/judgment/opinion/ approval of any matter arising out of or contained in this Agreement shall have the effect of amending this Agreement. This Agreement shall be amended only by a written document executed between the parties.

22) **SEVERABILITY:**

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

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

23) **RULES OF INTERPRETATION:**

This Agreement shall be interpreted in accordance with the settled canons of interpretation of contracts subject to the following:-

- a) Words importing one gender shall be construed as importing any other gender.
- b) Words importing the singular include the plural and vice versa.
- c) References to persons mean and include natural and artificial persons like bodies corporate and vice versa.
- d) Save where the context otherwise requires, all obligations given or undertaken by more than one person in the same capacity are given or undertaken by them jointly or severally.
- e) The division of this Agreement into Clauses and Schedules and insertion of headings in this Agreement are only for ease of reference and convenience and shall not impact the construction or interpretation of any provision of this Agreement.

24) **CUSTODY:**

This Agreement is prepared in Duplicate. The original of this Agreement shall be with the Purchaser/s and duplicate thereof with the Sellers and/or Builder.

:SCHEDULE 'A' PROPERTY:
(Description of entire Property)

ITEM No.I

All that Property being Vacant Residential Sites bearing Site Nos.8, 9, 10, 12, 13, 14, 15 and 16 forming part of a layout formed in Sy.No.8/2 (Old Sy.No.8) situated at Raghuvanahalli Village, Uttarahalli Hobli, Bangalore South Taluk and presently bearing Municipal Nos.8, 9, 10, 12, 13, 14, 15 and 16 of Raghuvanahalli, Division No.198 of Hemmigeppura, Kengeri Sub-Range, Bangalore in the records of Bruhat Bangalore Mahanagara Palike and totally measuring 23228.81 Sq. Ft. equivalent to 2158.01 Sq.Mtrs., and entire property is bounded by:-

East : Kanakapura Road ;
 West : Private Property ;
 North : Road; and
 South : Road.

ITEM No.II

All that property being a vacant residential site and bearing Site No.11 forming part of a residential layout formed in Sy.No.8 situated at Raghuvanahalli Village, Uttarahalli Hobli, Bangalore South Taluk duly converted for non-agricultural use vide Conversion Order bearing No.B.DIS.ALN.SR(S)27/1981-82 dated 23/04/1982 issued by The Deputy Commissioner, Bangalore District, Bangalore and measuring East to West: $\frac{14.20 \text{ Mtrs.} + 12.23 \text{ Mtrs.}}{2}$ and North to South: $\frac{16.54 \text{ Mtrs.} + 10.36 \text{ Mtrs.}}{2}$ in all measuring 177.67 Sq. Mtrs., equivalent to 1911.7 Sq. Ft., and presently bearing Municipal No.11 (in the records of Bruhat Bangalore Mahanagara Palike), situated at Raghuvanahalli, Municipal Ward No.198 of Hemmigeppura, Kengeri Sub-Range, Bangalore and the entire property is bounded by:-

East : Property bearing No.12;
 West : Property bearing No.10;
 North : Property bearing No.13; and
 South : Road.

:SCHEDULE 'B' PROPERTY:
(UNDIVIDED INTEREST AGREED TO BE SOLD)

_____ Undivided share, right, title, interest and ownership in Schedule 'A' Property, which comes to _____ Sq. Feet land share in Schedule 'A' Property.

:SCHEDULE 'C' APARTMENT:
(DESCRIPTION OF APARTMENT)

All that Residential Apartment bearing No. _____ in _____ Floor of Tower '_____' in '**SKY ASTA**' being built in Schedule 'A' Property and measuring _____ Sq. Feet of built up area and _____ Sq. Feet of proportionate share in common areas such as passages, lobbies, lifts, staircases and other areas of common use and totally measuring _____ Sq. Feet of saleable area approximately with _____ Covered/_____ stacked/mechanical _____ Uncovered Car Parking Space in the Lower/Upper Basement level/Ground Level and the apartment is bounded by :

East :
 West :
 North :
 South :

:SCHEDULE "D":
:RIGHTS OF THE PURCHASER/S:

The Purchaser/s shall have the following rights in respect of the Schedule 'B' Property and Schedule 'C' Apartment and the Building to be constructed thereon on purchase of Schedule 'B' Property;

- 1) The right to get constructed exclusively through the Builder and own an Apartment described in the Schedule 'C' above for residential purposes subject to the terms of Construction Agreement.
- 2) The right and liberty to the Purchaser/s and all persons entitled, authorised or permitted by the Purchaser/s (in common with all other persons entitled, permitted or authorised to a similar right) at all times, and for all purposes, to use the staircases, passages and common areas in the Building for ingress and egress and use in common.
- 3) The right to subjacent, lateral, vertical and horizontal support for the Schedule 'C' Apartment from the other parts of the Building.
- 4) The right to free and uninterrupted passage of water, gas, 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.
- 5) Right to lay cables or wires for Radio, Television, Telephone and such other installations, at dedicated part of the Building, however, recognising and reciprocating such rights of the other Apartment Owners.

- 6) Right of entry and passage for the Purchaser/s with/without workmen to other parts of the Building at all reasonable times after notice to enter into and upon other parts of the Building for the purpose of repairs to or maintenance of the Schedule 'C' Apartment or for repairing, cleaning, maintaining or removing the sewer, drains and water courses, cables, pipes and wires causing as little disturbance as possible to the other Apartment purchasers and making good any damage caused.
- 7) Right to use along with other owners of Apartments all the common facilities provided therein on payment of such sums as may be prescribed from time to time by the Builder and/or the Agency appointed by the Builder or Owners Association.
- 8) Right to use and enjoy the common roads, common areas and parks and open spaces and common facilities in 'SKY ASTA' in accordance with the purpose for which they are provided without endangering or encroaching the lawful rights of other owners/users.
- 9) Right to make use of all the common roads and passages provided to reach the building in Schedule 'A' Property without causing any obstruction for free movement therein.
- 10) The Purchaser/s shall be entitled in common with the Purchasers of the other apartment/s in the building, to use and enjoy the common areas and facilities listed hereunder :
 - a) Entrance lobbies, passages and corridors;
 - b) Lifts/pumps/generators;
 - c) Staircases and driveways in the basement;
 - d) Common facilities, subject to compliance of rules, regulations and byelaws.
- 11) Right to dispose of Schedule 'B' and 'C' Properties by way of sale, mortgage, gift, exchange or otherwise subject to the same rights and obligations/restrictions placed on the Purchaser/s in the matter of enjoying ownership and possession thereon and any sale/transfer shall be completed in full consisting of both Schedule 'B' and 'C' Properties and not separately.

:SCHEDULE "E":
:OBLIGATIONS ON THE PURCHASER/S:

The Purchaser/s hereby agree/s, confirm/s and undertake/s the following obligations towards the Builder and other Apartment Owners. The obligations herein contained are in addition to the obligations contained elsewhere in this Agreement.

- 1) The Purchaser/s shall be bound by the following obligations :
 - a) Not to raise any construction in addition to that mentioned in Schedule 'C' above.
 - b) Not to use or permit the use of Schedule 'C' Apartment in a manner which would diminish the value or the utility therein.

- c) Not to use the space left open after construction in Schedule 'A' Property or in '**SKY ASTA**' for parking any vehicles 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 or for users of adjoining properties.
 - d) Not to default in payment of any taxes or levies to be shared by the other apartment owners of the Schedule 'A' Property.
 - e) Not to decorate the exterior part of the building to be constructed in a manner other than agreed to by at least two third majority of the owners of the apartments in Schedule 'A' Property.
 - f) Not to make any arrangements for maintenance of the building referred to in Schedule 'A' above and for ensuring common amenities for the benefit of all concerned.
- 2) The Purchaser/s shall has/have no objection whatsoever to the Builder managing the building in Schedule 'A' Property by themselves or handing over the common areas and the facilities to a maintenance company/ies for a period of one year from the date of completion of the building and thereafter handover the building to the association as soon as it is formed and pending the same, the Builder shall retain the same and the Purchaser/s has/have given specific consent to this undertaking. The Builder or the Maintenance Company or Owners Association shall be paid on demand common expenses for upkeep and maintenance of building and common areas and facilities in Schedule 'A' Property and also service charges for undertaking the said task.
- 3) An Owners Association will be formed in respect of the Residential Building built in Schedule 'A' Property and the Purchaser/s shall become a Member of the Owners' Association and agree to observe and perform the terms and conditions and bye-laws and rules and regulations of the Association that may be formed and pay the admission fee and other fees that may be required. The maintenance of the building shall be done by Builder or by a Maintenance Company until expiry of one year and thereafter by Owners Association if it has been formed by that time and Purchaser/s shall pay all common expenses and other expenses, taxes and outgoings in terms of this Agreement and in terms to be stated in the Sale Deed. Such Association shall be purely for the purpose of maintenance and management of the building and each purchaser shall be the owner of the apartment and the undivided share of land thereof. The main purpose and objective of such association is to take over accounts/finance of the multistoried building and the development in '**SKY ASTA**' and properly manage the affairs of the same, provide all facilities to the occupants and collect from them, the proportionate share of maintenance cost and outgoings. The Association shall be responsible for the upkeep and maintenance of the building.

- 3.1) The Owners Association shall be responsible for upkeep and maintenance of common areas and common facilities and the expenses therefor shall be incurred from and out of the funds contributed by all the Owners in **`SKY ASTA'** or from the Owners' Association.
- 3.2) The Purchaser/s shall pay at the time of registration of Sale Deed to Builder the agreed sum per Sq. Feet of super built-up area of the Schedule **`C'** Apartment as Corpus Fund which will be utilised for the major maintenance works in **`SKY ASTA'** and the unspent sums will be transferred to Owners Association.
- 4) The Purchaser/s and other owners of Apartments in the said building shall pay such sums as are required by the Builder or maintenance company or the Association as the case may be towards maintenance and management of the common areas and facilities in the building and in Schedule **`A'** Property (subject to further revision from time to time) for the maintenance and management of the common areas and facilities and any deficit shall be made good by the Purchaser/s in proportion to the area of the Schedule **`C'** Apartment.
- 5) It is hereby clarified and agreed that the expenses relating to common areas and common facilities shall be borne by the actual users of the Apartment. However it is the primary responsibility of Purchaser/s to pay the same.
- 6) No apartment owner including Purchaser/s can get exempted from liability for contribution towards common expenses by waiver of the use or enjoyment of any common areas and facilities or by abandonment of apartment and/or facilities in Schedule **`A'** Property.
- 7) The Purchaser/s in the event of leasing the Schedule **`C'** Apartment shall keep informed the Builder or Agency maintaining the common areas or Owners Association about the tenancy of the Schedule **`C'** Apartment and giving all the details of the tenants and occupants. Upon leasing, only the tenant/lessee shall be entitled to make use of the club facilities in the place of Purchaser/s as Temporary Members on payment. Notwithstanding the leasing, the primary responsibility to adhere to all the rights and obligations of the Purchaser/s contained herein shall be that of the Purchaser/s and it shall be the responsibility of the Purchaser/s to ensure that the tenant/lessee follows all the rules and regulations that may be prescribed for the occupants of the building in **`SKY ASTA'**.
- 8) The Purchaser/s shall use the apartment as a private residence and the car-parking space for parking a light motor vehicle and not for any other purpose. The parking space specifically allotted to Purchaser/s is for exclusive use and enjoyment by Purchaser/s and the Purchaser/s shall not have the right to put up any construction in the parking space or enclose the same or use/convert it for any purpose other than as car parking space.
- 9) The Purchaser/s shall maintain the front elevation and the side and rear elevations of the apartment, in the same form as the Builder construct and not at any time alter the said elevation in any manner whatsoever.

- 10) The Purchaser/s shall keep the Apartment, walls, floor, roof, drains, pipes and appurtenances and belongings thereto, in good condition so as to support, shelter and protect the parts of the entire building and shall not do any work which jeopardizes the soundness or safety of the building or the property or reduce the value thereof or impair any easement or hereditament and shall not add any structure or excavate any basement or cellar. The Purchaser/s shall promptly report to the Builder or Maintenance Company or Association of Apartment Owners as the case may be, of any leakage/seepage of water/sewerage and the like through the roof/floor/wall of the said apartment and especially with regard to the external and common walls shared by the Apartment Owners.
- 11) Since the Purchaser/s is/are to own the aforesaid undivided interest in the land described in the Schedule 'A' hereunder written it is specifically agreed that the Purchaser/s shall be entitled in common with the Purchasers/Owners of the other apartment/s in the building, to use and enjoy the common areas and facilities listed hereunder:
 - a) Entrance and Common Passages;
 - b) Lifts/Pumps/Generators;
 - c) Common facilities including Club House.
 - d) Club House on membership basis and on compliance of byelaws formed for the Club.
- 12) The Purchaser/s is/are aware that the exclusive right of use of covered/uncovered/stacked or mechanical car parking space in the Basement level/Ground Level will be allotted by the Builder to the various Apartment Owners and that the right of use so allotted shall vest solely in the respective Apartment Owner to whom it is allotted. The Purchaser/s shall have no objection to such right of use being allotted. It is, however, clearly understood that such right of use shall not vest in the Purchaser/s any title to the land earmarked as Car Parking Space.
- 13) The Purchaser/s shall keep the apartment, walls, floor, roof, drains, pipes and appurtenances thereto belonging in good condition so as to support, shelter and protect the parts of the entire building. The Purchaser/s shall carry out at his/her/their own cost such repairs and maintenance to water lines, sewerage lines and the like in the said Apartment in the event of there being any complaint from the Apartment Owners below or above or adjoining of leakage/seepage of water, sewerage and the like through the roof/floor/wall of the said apartment of the Purchaser/s.
- 14) The Purchaser/s shall not object for use of Common Road/Drive way/Passage in the Schedule 'A' Property for making use of the same by the Owners/Occupants/Users of the balance portions of the property in Schedule 'A' above.
- 15) The Purchaser/s of apartments in '**SKY ASTA**' shall not at any time cause any annoyance, inconvenience or disturbance or injury to the occupiers of other apartments and parking spaces in the building and Purchaser/s specifically shall not:-

- a) Close the lobbies, stairways, passages and parking spaces and other common areas.
- b) Make any alterations in the elevation or both faces of external doors and windows of the apartment/parking space which in the opinion of the Builder or the Owners' Association differ from the colour scheme of the building.
- c) Make any structural alterations and/or any fresh openings inside the apartment.
- d) Default in payment of any taxes or levies to be shared by the other owners of the Schedule 'A' Property or common expenses for maintenance of the building.
- e) Create nuisance or annoyance or damage to other occupants and owners by allowing pounding, running machinery and causing similar disturbances and noises.
- f) Install machinery, store/keep explosives, inflammable/prohibited articles which are hazardous, dangerous or combustible in nature.
- g) Use the common corridors, stair cases, lift lobbies and other common areas either for storage or for use by servants at any time.
- h) Bring inside or park in the Schedule 'A' Property any lorry or any heavy vehicles.
- i) Use the apartment or portion thereof for purpose other than for residential purposes and not to use for any illegal or immoral purposes.
- j) Drape clothes in the balconies and other places of building.
- k) Enter or trespass into the Parking Areas, Garden areas and Terrace Areas not earmarked for general common use.
- l) Throw any rubbish or used articles in Schedule 'A' Property other than in the Dustbin provided in the property.
- m) Undertake any interior decoration work or additions, alterations inside the apartment involving structural changes without prior consent in writing of the Builder.
- n) Create any nuisance or disturbance or mis behave in the matter of enjoying the common facilities provided to all the apartment Owners in the building of '**SKY ASTA**'.
- o) Refuse to pay such sums as are demanded for use and enjoyment of common facilities in '**SKY ASTA**'.

- p) Trespass into other residential building in '**SKY ASTA**' or misuse the facilities provided for common use.
 - q) Use the Schedule 'C' Property as a transit apartment or service apartment and should not be let out/permit to use the same on daily/weekly/fortnightly basis.
 - r) Use the Schedule 'C' apartment for training any skill or art or occupation or conduct any teaching classes.
- 16) The Purchaser/s shall not throw garbage/used articles/rubbish in the common areas, parks and open spaces, roads and open spaces left open in the Schedule 'A' Property. The Purchaser/ shall strictly follow rules and regulations for garbage disposal as may be prescribed by the Builder or Agency maintaining the common areas and facilities in '**SKY ASTA**' or by the Owners Association.
 - 17) The Purchaser/s shall not keep any cattle/live stock in the Schedule 'C' Apartment or in Schedule 'A' Property and Purchaser/s shall keep all the pets confined within the Schedule 'C' Apartment and shall ensure that the pets do not create any nuisance/disturbance to the other owners/occupants in the building.
 - 18) The Purchaser/s shall maintain at Purchaser's/Purchasers' cost the said Apartment and Parking Space in good condition, state and order and shall abide by all the laws and regulations of the Government, Bruhat Bengaluru Mahanagara Palike and any other duly constituted authority from time to time in force, and answer and be responsible for all notices or violations and of any of the terms and conditions in this Agreement, from the date of execution of the sale deed.
 - 19) The Purchaser/s shall not use the Apartment/Parking Space/Garden/ Terrace or permit the same to be used for any purpose which in the opinion of the Builder and/or Association on its formation to cause nuisance or annoyance to occupiers of the other Apartment/Parking Space/Garden/ Terrace in the said building to the Owners or occupiers of the neighbouring building and/or properties nor use the same for any illegal or immoral purposes, nor use the parking space for any other purpose except for parking light motor vehicles and should not construct any barrier enclosing the allotted parking space.
 - 20) The Purchaser/s shall use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in Schedule 'A' Property and in the Apartment Building in common with the other Apartment Owners and to permit free passage of water, sanitary, electricity and electrical lines, through and along the same or any of them and to share with the other Apartment Owners the cost of maintaining and repairing all common amenities such as common accesses staircases, lifts, generator, etc., and to use the same as aforesaid and/or in accordance with the Rules, Regulations, Bye-Laws and terms of the Association to be formed by or among the Apartment Owners in the Building.

- 21) The common areas and facilities shall remain undivided and no apartment owner including Purchaser/s shall bring any action for partition or division of any part thereof. Further the Purchaser/s shall not seek partition of undivided share in the Schedule 'A' Property.
- 22) The Purchaser/s can make use of the common areas and facilities in accordance with the purpose for which they are intended without hindering or encroaching upon the lawful rights of other apartment owners in **'SKY ASTA'**.
- 23) The Purchaser/s shall pay to the Builder or Maintenance Company or Owners' Association as the case may be the following expenses in proportion to his/her/their share in Schedule 'C' Apartment :
 - a) Expenses for maintenance of lifts, pump sets, generators and other machineries, sanitary and electrical connections in the building and in **'SKY ASTA'** including the cost of Annual Maintenance Contract for these equipments;
 - b) Electricity consumption charges for operating all common services and lighting the common areas, basement and all open areas and water consumption charges of building and for facilities in **'SKY ASTA'**;
 - c) Cost of replacement of electrical fittings and bulbs in all common areas, corridors, basement and open places;
 - d) Expenses for maintenance of the building and the land surrounding thereto, white washing and colour washing of common areas, roads, developments, club house, external areas and the compound;
 - e) Expenses incurred in the maintenance of landscape, Gardens, pots and other plants in Schedule 'A' Property;
 - f) Salaries and wages payable to the property manager, security guards, lift operators, plumbers, electricians, gardeners, pumps and generator operators and all other staff appointed;
 - g) Such other expenses which are common in nature and not attributable any unit in particular but relates to the development in Schedule 'A' Property in general.
 - h) All taxes payable, service charges and all other incidental expenses in general.

:SCHEDULE `F':

The consideration for sale of Schedule `B' Property is Rs._____/-. The Purchaser/s has/have paid the Builder Rs._____/ - by way of part payment towards sale price and the balance amount shall be payable in the following manner.

On Foundation	___%
On Completion of ____ roof Slab	___%
On Completion of ____ roof Slab	___%
On Completion of ____ roof Slab	___%
On Completion of ____ roof Slab	___%
On Completion of ____ roof Slab	___%
On Completion of ____ roof Slab	___%
On Completion of ____ roof Slab	___%
On Completion of ____ roof Slab	___%
On Completion of ____ roof Slab	___%
On Completion of ____ roof Slab	___%
On Completion of Block Work	___%
On Completion of Flooring	___%
On Completion of Painting	___%
Possession	10%

IN WITNESS WHEREOF THE PARTIES ABOVENAMED HAVE SIGNED AND EXECUTED THIS AGREEMENT TO SELL ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN:

WITNESSES:

1)

SELLERS.

2)

BUILDER.

PURCHASER/S.