

SALE AGREEMENT
(GOLDEN ARENA – Block C)

This Agreement For Sale Executed At Bangalore On The _____ Day Of _____ Two Thousand Fifteen («Date»)

BETWEEN

1)SRI.B.G.ANJANAPPA, S/o.Late.B.H.Gundareddy, aged about 50 years,
1a)KUM.SRIPRIYA, D/o.Sri.B.G.Anjanappa, aged about 20 years,
1b)MAST.VINEETH, S/o.Sri.B.G.Anjanappa, aged about 18 years,
Since Person No.1b is minor, he is represented by his natural guardian and father Sri.B.G.Anjanappa.

2)SMT.HEMALATHA, D/o.Sri.Narayanareddy & W/o.Sri.B.G.Anjanappa, aged about 43 years,

3)SRI.B.G.KRISHNAREDDY, S/o.Late.B.G.Gundareddy, aged about 59 years,
3a)SMT.SUSHEELAMMA, W/o.Sri.B.G.Krishnareddy, aged about: 51 years,
3b)SRI.B.K.NAGESH, S/o.Sri.B.G.Krishnareddy, aged about: 29 years,
3c)SMT.CHANDRAKALA, W/o.Sri.B.K.Nagesh, aged about: 24 years,
3d)MAST.B.N.REESHAN REDDY, S/o.Sri.B.K.Nagesh, aged about 2 years,
Since Person No.3d is minor, he is represented by his natural guardian and father Sri.B.K.Nagesh.

3e) SRI.NAVEEN KUMAR, S/o.Sri.B.G.Krishnareddy, aged about 27 years, All are residing at Bidaraguppe Village, AttibeleHobli, AnekalTaluk.

REPRESENTED BY THEIR GPA HOLDER

M/s. ARYAN HOMETEC PVT LTD, company having its registered office at No. 617, 15th Cross, 100ft Ring Road, J.P. Nagar 6th Phase, Bangalore-560078, incorporated as per Indian companies act, represented by its Managing Director, **SRI. S G BHARATH @ BHARATH REDDY**.

(Herein after referred to as the “**DEVELOPER/ VENDORS**”, which expression shall, wherever the context so requires or admits, mean and include, executors, administrators, successors-in-title and permitted assigns);

AND

Mr. «Name», S/o. **Mr. «So»**, aged about **«d»** years and **Mrs. «Name»**, W/o. **Mr.«Wo»**, aged about **«e»** years, both residing at **«Address»**.

(Herein after referred to as the “**PURCHASER/S**”, which expression shall, wherever the context so requires or admits, mean and include, his/her/their legal heirs, executors, administrators, partners from time to time, successors-in-title and permitted assigns);

WITNESSES AS FOLLOWS:

1. WHEREAS the VENDOR is the sole and absolute owner of all that piece and parcel of residentially converted land bearing Sy.No.319/2 (converted vide Official Memorandum No.ALN.AA.SR.293/2011-12, dt: 30-07-2012), measuring 29 (Twenty Nine) Guntas, Sy.No.320 (converted vide Official Memorandum No.ALN.AA.SR.293/2011-12, dt:30-07-2012), measuring 7 (Seven) Guntas, Sy.No.320 (converted vide Official Memorandum No.ALN.AA.SR.361/2012-13, dt:20-03-2013), measuring 1 (One) acre, Sy.No.291/1 (converted vide Official Memorandum No.ALN.AA.SR.292/2011-12, dt:30-07-2012), measuring 1 (one) Acre, Sy.No.320 (converted vide Official Memorandum No.ALN.AA.SR.361/2012-13, dt:20-03-2013), measuring 20(Twenty) Guntas, Sy.No.321 (converted vide Official Memorandum No.ALN.AA.SR.158/2011-12, dt:24-11-2011), measuring 0.26.08 (Twenty Six and Half) Guntas, Sy.No.321 (converted vide Official Memorandum No.ALN.AA.SR.157/2011-12, dt:24-11-2011), measuring 10 (Ten), Sy.No.321 (converted vide Official Memorandum No.ALN.AA.SR.291/2011-12, dt:30-07-2012), measuring 30 (Thirty) Guntas, situated at Bidaraguppe Village, Attibele Hobli, Anekal Taluk, which is more fully described in the schedule hereunder and hereinafter referred to as **SCHEDULE "A" PROPERTY**
2. **AND WHEREAS, Mr. B.G.ANJANAPPA, S/o.Late.B.H.Gundareddy, KUM.SRIPRIYA, D/o.Sri.B.G.Anjanappa, MAST.VINEETH, S/o.Sri.B.G.Anjanappa,** are the absolute owner of residentially converted land bearing Sy.No.319/2 (converted vide Official Memorandum No.ALN.AA.SR.293/2011-12, dt: 30-07-2012), measuring 29 (Twenty Nine) Guntas, situated at Bidaraguppe Village, Attibele Hobli, Anekal Taluk.
3. **AND WHEREAS, Mr. B.G.ANJANAPPA, S/o.Late.B.H.Gundareddy, KUM.SRIPRIYA, D/o.Sri.B.G.Anjanappa, MAST.VINEETH, S/o.Sri.B.G.Anjanappa,** are the absolute owner of residentially converted land bearing Sy.No.320 (converted vide Official Memorandum No.ALN.AA.SR.293/2011-12, dt:30-07-2012), measuring 7 (Seven) Guntas, situated at Bidaraguppe Village, Attibele Hobli, Anekal Taluk.
4. **AND WHEREAS, Mr. B.G.ANJANAPPA, S/o.Late.B.H.Gundareddy, KUM.SRIPRIYA, D/o.Sri.B.G.Anjanappa, MAST.VINEETH, S/o.Sri.B.G.Anjanappa,** are the absolute owner of residentially converted land bearing Sy.No.320 (converted vide Official Memorandum No.ALN.AA.SR.361/2012-13, dt:20-03-2013), measuring 1 (One) acre, situated at Bidaraguppe Village, Attibele Hobli, Anekal Taluk.
5. **AND WHEREAS, Mr. B.G.ANJANAPPA, S/o.Late.B.H.Gundareddy, KUM.SRIPRIYA, D/o.Sri.B.G.Anjanappa, MAST.VINEETH, S/o.Sri.B.G.Anjanappa,** are the absolute owner of residentially converted land bearing Sy.No.321 (converted vide Official Memorandum No.ALN.AA.SR.158/2011-12, dt:24-11-2011), measuring 0.26.08 (Twenty Six and Half) Guntas, situated at Bidaraguppe Village, AttibeleHobli, AnekalTaluk
6. **AND WHEREAS, SMT.HEMALATHA, D/o.Sri.Narayanareddy & W/o.Sri.B.G.Anjanappa,** is the absolute owner of residentially converted land bearing Sy.No.291/1 (converted vide Official Memorandum No.ALN.AA.SR.292/2011-12, dt:30-07-2012), measuring 1 (one) Acre, situated at Bidaraguppe Village, Attibele Hobli, Anekal Taluk.
7. **AND WHEREAS, SMT.HEMALATHA, D/o.Sri.Narayanareddy & W/o.Sri.B.G.Anjanappa,** is the absolute owner of of residentially converted land bearing Sy.No.320 (converted vide Official Memorandum No.ALN.AA.SR.361/2012-13, dt:20-03-2013), measuring 20(Twenty) Guntas, situated at Bidaraguppe Village, Attibele Hobli, Anekal Taluk.
8. **AND WHEREAS SRI. B.G.KRISHNAREDDY, S/o. Late.B.G.Gundareddy, SMT.**

SUSHEELAMMA, W/o. Sri. B.G. Krishnareddy, **SRI.B.K.NAGESH**, S/o.Sri.B.G. Krishnareddy, **SMT.CHANDRAKALA**, W/o.Sri.B.K.Nagesh, **MAST. B.N. REESHAN REDDY**, S/o.Sri.B.K.Nagesh, are the absolute owner of residentially converted land bearing Sy.No.321 (converted vide Official Memorandum No.ALN.AA.SR.157/2011-12, dt:24-11-2011), measuring 10 (Ten) Guntas, situated at Bidaraguppe Village, Attibele Hobli, Anekal Taluk.

9. **AND WHEREAS SRI. B.G.KRISHNAREDDY**, S/o. Late.B.G.Gundareddy, **SMT. SUSHEELAMMA**, W/o. Sri. B.G. Krishnareddy, **SRI.B.K.NAGESH**, S/o.Sri.B.G. Krishnareddy, **SMT.CHANDRAKALA**, W/o.Sri.B.K.Nagesh, **MAST. B.N. REESHAN REDDY**, S/o.Sri.B.K.Nagesh, are the absolute owner of residentially converted land bearing Sy.No.321 (converted vide Official Memorandum No.ALN.AA.SR.291/2011-12, dt:30-07-2012), measuring 30 (Thirty) Guntas, situated at Bidaraguppe Village, Attibele Hobli, Anekal Taluk.
10. **WHEREAS** the Vendor is being desirous of constructing a Multistoried Residential Apartment on the Schedule Property has entered into a Joint development Agreement dated **01/08/2014** with the DEVELOPER, **M/S. ARYAN HOMETEC PVT. LTD.** to construct and sell the Residential Apartments, following which the DEVELOPER has formulated for the construction of a Residential Apartment on the Schedule Property named as '**GOLDEN ARENA**' (Hereinafter called the said Scheme).
11. **WHEREAS** the DEVELOPER has formulated a scheme for development of the SCHEDULE 'C' PROPERTY into a Multistoried Residential Apartment Complex known as "**GOLDEN ARENA**" consisting basement, ground and 9 upper floors, common compound, entrances, lobbies, staircases, lifts, and passages with rights in the common areas of the residential complex (herein after together referred to as the BUILDING) and persons desirous of owning an apartment would have to join the scheme of development wherein the purchaser would enter into sale agreement with the DEVELOPER for the purchase of undivided share in the Schedule "A" Property proportionate to the size to apartment to be constructed and the Purchaser shall enter into a separate construction agreement for the construction of the Apartment which as per the scheme both the agreement for sale of undivided share in land and the construction are co-terminus with each other.
12. **WHEREAS** the DEVELOPER herein has applied for Commencement Certificate from BMRDA and has obtained a single site plan vide no.APA/ LAO/162/2012-13 dated 07/04/2015.
13. **WHEREAS** the PURCHASER has scrutinized the title deeds and documents and being satisfied with the DEVELOPER'S title to the Schedule Property, the Sanctioned Plans and the scheme of the development, has agreed to join the said scheme of the DEVELOPER and the PURCHASER has agreed to purchase such undivided share in the Schedule "A" Property proportionate to the apartment set out in the Schedule "C" which the Purchaser is entitled to get constructed under a separate construction agreement subject to the terms and conditions herein contained.

NOW THIS AGREEMENT FOR SALE WITNESSES AS FOLLOWS:

That in pursuance of the forgoing and in consideration of the mutual obligations undertaken by the Parties hereto and to construction agreement being executed on this date by the Purchaser and in consideration of the advance paid this day by the PURCHASER, the VENDOR/DEVELOPER has agreed to sell undivided share in the Schedule "A" Property proportionate to the size of the Schedule "C" apartment and the undivided share more fully set out in the Schedule "B" hereto for a total sale consideration of **Rs.«Salecost»/- («Words1»)**, subject to the terms, conditions and covenants herein contained.

1. The PURCHASER has this day paid a sum of **Rs.«Sale_Rec»/- («Words2»)**

2. The PURCHASER has assured the DEVELOPER that the balance of the sale consideration **and Club**

and Swimming pool membership charges will be paid by the PURCHASER without delay or default, as time for payment mentioned herein under being the essence of the contract in view of the Scheme and the DEVELOPER has further notified the PURCHASER and the PURCHASER is aware that default in payment of the balance amount would affect the entire project as envisaged, as there are other purchasers who have joined the Scheme who have contracted to purchase based on the assurance given by the PURCHASER that there will not be delay in payment of the balance sale consideration as set out hereunder. At the time of execution of the sale deed the possession of the Completed Schedule “C” Property would be handed over, but, Completion of the Schedule “C” Property does not mean that the common amenities as specified will also be completed. The Flat will be ready for occupation with all basic amenities such as Water, sanitary connections and Electricity.

3. The PURCHASER has agreed to pay the Sale Consideration Amount as follows.

Payment Schedule	
Booking	50000
On Agreement (Less Booking)	20%
Within 30 days from the date of Agreement	10%
Commencement of Foundation	10%
Commencement of Stilt Floor Slab	5%
Commencement of First Floor Slab	5%
Commencement of Second Floor Slab	5%
Commencement of Third Floor Slab	5%
Commencement of Fourth Floor Slab	5%
Commencement of Fifth Floor Slab	5%
Commencement of Seventh Floor Slab	5%
Commencement of Ninth Floor Slab	5%
Commencement of Terrace Floor Slab	5%
Masonry	5%
Plastering/Painting	5%
Possession	5%
Total	100%

All payments to be made by Cheque or Demand Draft payable at Bangalore. In case of Cheque or Demand Draft payable outside Bangalore collection charges will be debited to the Purchaser's account and credit for the payment made will be given on actual credit of the amount from the bank.

4. The PURCHASER agree not to delay, or withhold or postpone the payments due as aforesaid on whatsoever ground for reason set out above and in the event of the PURCHASER delaying, withholding or defaulting in the matter of payments and any consequential sufferance or damages by the Vendor/developer shall be at the risk and cost of the PURCHASER.
5. Any breach of any of the terms of this agreement or any default by the PURCHASER in payment of the sale consideration or any installment thereof on the due dates for whatsoever reasons, shall be construed as the breach of contract committed by the Purchaser and without prejudice to any other rights, the DEVELOPER at its discretion/ option may.
6. In the event there being any delay in the payment of the aforesaid amounts interest at rate of 12% per Annum shall be payable by the PURCHASER for the delayed period.

- a) If delay for payment continues for more than a period of 30 days, the DEVELOPER may either continue with this contract and claim the amounts in default/arrears with interest at the rate of 2% per month from the date of default to the date of payment and even after the amounts with interest are paid, the DEVELOPER will be entitled to consequential extension of time to hand over the possession of the Schedule "C" Property to the PURCHASER.

- OR -

- b) If any breach continues for more than 2 months or any breach not being rectified within a period of two months, for whatsoever reasons, the DEVELOPER at its discretion/option will be entitled to terminate this agreement and treat a sum equivalent to 15% of the entire sale consideration as forfeited and adjust it as liquidated damages from and out the money paid by the PURCHASER and the DEVELOPER will be entitled to deal with the Schedule "B" undivided share, including selling the same to anybody, without any further reference to the Purchaser. The balance money, if any, due to the PURCHASER shall be paid within four weeks of the disposal of the Schedule B Property. Against the cancellation of this agreement by the DEVELOPER, the Purchaser's right under the construction agreement executed on the same date shall stand terminated without any requirement of execution of any further documents.
7. If the forfeited amount of the liquidated damages under clause 7 (b) is more than the amount paid by the PURCHASER under this sale agreement, then, the DEVELOPER shall have the right to claim the difference in the amounts paid and the balance of the liquidated damages from the PURCHASER.
8. In view of the scheme of development the Purchaser acknowledges and agrees that the DEVELOPER has executed this Agreement on the consideration that the Purchaser has also this day executed construction agreement for the Schedule "C" Apartment and termination of either one of them will lead to the automatic termination of both the agreements with the consequences provided therein.
9. Apart from the sale consideration stated above, the PURCHASER/S shall also be liable to pay.
- i. The Stamp Duty and Registration Fees for the Schedule 'B' and 'C' Properties as may be prevailing at the time of registration.
 - ii. Legal fees and incidental charges in regard to this Agreement as also the Deed of Conveyance as may be fixed at the time of registration.
 - iii. The Advance Maintenance Charges, which will not carry any interest, to be paid to the DEVELOPER or to the association as the case may be, at the time of taking possession of the apartment of within 15 days of the DEVELOPER informing that the apartment is ready for possession, whichever is earlier. The advance maintenance expenditure shall be used towards recurring common maintenance charges till the association is formed. The purchaser shall pay further amounts towards advance maintenance charges as and when called-upon by the association. The DEVELOPER at the time of handing over the maintenance, to the association, as and when formed, or any agency as provided elsewhere in this agreement, shall provide audited accounts only to such agency as from the company's auditor as up-to that date for the advance maintenance charges. The Developer and the Purchaser shall be bound by auditor's statement of accounts.
 - iv. The PURCHASER shall pay such usage/subscription charges for Club house and Swimming pool facilities utilized by them in the Clubhouse and Swimming pool and abide by the Rules and Regulation as prescribed by the DEVELOPER or the Club Management Agency. The sole Ownership, maintenance and governance of the Clubhouse and Swimming pool shall belong to the DEVELOPER or the Developer's nominees.

- v. The PURCHASER shall sign all such forms that may be required by the DEVELOPER or the Clubhouse and Swimming pool Management Agency for becoming the member and enjoying the facility of the Clubhouse and Swimming pool.
- vi. The membership rights to use the facilities of the Club and Swimming pool will always lie with the owner of the Schedule-C Apartment and will get automatically transferred with the transfer of ownership of the apartment.

In the event of the Schedule "C" Apartment being occupied by other than the owner of the Schedule "C" Apartment, such occupier only shall be entitled to use the Club and Swimming pool and other common facilities and not the said owner.

10. The Schedule 'C' Property on which the Building/s is to be constructed will be held by the Purchaser as per the terms and conditions contained herein and of the Deed of Conveyance to be obtained from the DEVELOPER.
11. The PURCHASER/S shall not be entitled to transfer/assign their rights under this Agreement in favour of anyone else except with the prior written consent and subject to payment of a transfer fee of 5% on the resale value shall be payable by the PURCHASER to the DEVELOPER/S. The assignment/transfer would be permitted only if the PURCHASER assign/transfers its rights under the construction agreement executed on this date.
12. The PURCHASER shall, from the date of the Schedule "C" Apartment is ready for occupation, whether possession of the same is taken or not, pay proportionate share of all out-goings and maintenance and general expenses such as Insurance, Municipal taxes and Cesses, electrical, domestic/non-domestic water tax, etc., and all other charges/expenses for the common areas of the Apartment Building Complex. The PURCHASER hereby agree for the DEVELOPER to maintain or handing over the maintenance of the Apartment Building Complex to any professional agency or any other Maintenance Managers or the Association of Apartment Owners for the maintenance of the Apartment Building Complex with mutual consent of the DEVELOPER & other flat owners and the Purchaser is required to pay the maintenance charges to such association/ person. The Vendor shall after completion and receipt of the Occupation Certificate make available to the authorities details of the apartments constructed along with the numbers thereof to enable of Purchaser/Association to get the apartment assessed to Property Tax and obtain the municipal sub-number (Khata) on his/her/their own and at his/her/their cost.
13. The PURCHASER agrees that the DEVELOPER will be entitled to carve out certain portions of the common areas in the Schedule 'C' Property or the Building and allot them as private Garden or Terrace Rights/Space to apartments for the exclusive use of purchasers/occupiers of such apartment. The PURCHASER shall at no time, even after the completion of the project and formation of Association/Condominium/Organization of Owners, claim any rights thereto or deprive the allotted/purchaser of such apartment of the private garden or terrace rights/space. It is understood that such allotments are made to provide privacy to or for better utilization of the respective apartment. However the allottees will not be entitled to put up any structure thereon;
14. The DEVELOPER will specify open/covered Car Parking Area to be allotted to the Apartment Owners who shall be entitled to the exclusive use of such space without any hindrance or obstruction from any of the Apartment Owners/Occupier.
15. The PURCHASER shall not enclose the balconies/utility areas under any circumstances.
16. The PURCHASER will be entitled to put his name only in the Directory of owners provided by the Developers in the building.

17. The Purchaser shall become and remain a member of any society, Association or Co-operative Society or Condominium or any Society/Association (hereinafter referred to as the "ORGANISATION") that may be formed or to be formed by and consisting of all the Apartment Owners in the Building for the purpose of attending to the matters of common interest, including security, repairs, maintenance, etc., in respect of the Building and to maintain the roads, compound walls and all other common areas other than the areas as specifically demarcated/carved out areas owned/allotted to the DEVELOPER or their nominees. For this purpose the Purchaser has authorized the DEVELOPER to approve and register a deed of declaration as per the Karnataka Apartment Ownership Act and the Purchaser will automatically become a member and will abide by the terms of the declaration executed.
18. The Purchaser is aware that the Club and Swimming pool shopping arcade are not part of the common area and that the date of delivery specified in the construction agreement is applicable only to the Schedule "C" Apartment as the project may be completed in phases and that the Club and Swimming pool with its amenities and landscaping, etc., will be completed during the completion of final phase. The Club and Swimming pool is the private property owned and managed by the DEVELOPER or any one to whom the DEVELOPER may transfer. The DEVELOPER will be entitled to dispense with or allocate the management of the Club and Swimming pool in part or full to nominees. The Club and Swimming pool, its facilities, other amenities like the super market, beauty parlor, restaurants, fast food joints, ATMs, Launderette, shopping arcade, (If any, in all these cases), etc.,
19. The Purchaser will have no objection for the DEVELOPER to carry on the work of other phases or blocks after completion of the Schedule "C" Apartment.
20. Any modification to the Schedule "C" Apartment or the specifications therein can be made only with the prior approval of the DEVELOPER. The DEVELOPER may approve or reject such requirement at their discretion. In the event the DEVELOPER approves modification, the PURCHASER shall pay such modification charges in advance. The time required for modification shall be added to the time of delivery of the Schedule "C" Apartment.
21. After the date of the Apartment is ready for occupation, whether the possession is taken or not, if any development and / or other levies are charged, levied or sought to be recovered in retrospect by the BMRDA or other public Authority in respect of the Schedule 'C' Property, the same shall be borne and paid by the PURCHASERS in proportion to their undivided share in the Schedule 'C' property.
22. The name of the residential complex on the Schedule 'C' Property will be known as **"GOLDEN ARENA"** which shall not be changed/ altered even after the Association is formed. In the event that the blocks in the building are named by the Developer the same shall not be changed/ altered even after the Association is formed.
23. The DEVELOPER has informed the PURCHASER that the undivided share agreed to be sold hereunder shall be corresponding to the apartment constructed and the actual undivided share may slightly vary as per the prevailing FAR of the other blocks to be constructed by the DEVELOPER.
24. The PURCHASER shall be entitled to the rights enumerated in the Schedule 'B' hereto and shall be bound by the obligations enumerated in Schedule 'C' hereto in regard to the apartment to be constructed by the PURCHASER in the building/s and enjoyment of the grounds, common areas and other matters connected therewith and the terms therein are part and parcel of this agreement of sale.
25. The PURCHASER 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 will not object for modification of the plans of the building or the apartment provided the entitlement of the Purchaser is not changed. The

Purchaser will not oppose or obstruct to any additional construction in the event of they're being any increase in FAR or if permitted to do so by the authority or due to change in any policy. However, the DEVELOPER ensures that no additional floor would be constructed in the Block-C.

26. The Purchaser covenants and agrees that the DEVELOPER will be entitled to utilize by way of transfer of any developmental rights of any other property on the Schedule 'C' Property as well as the DEVELOPER will be entitled to sell/transfer the development right of the Schedule 'C' 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 amounts to the Purchaser or any one claiming through the Purchaser. However, the responsibility of completing the Block-I as per the floor plan and specifications would solely rest with the DEVELOPER.
27. Only after the PURCHASER paying all the amounts under this agreement and the Construction Agreement, the PURCHASER will be entitled to the possession of the Schedule "C" Apartment and the membership in the user facilities of the Club and Swimming pool.
28. The Purchaser agrees and does not and will not oppose the Developer's Ownership, right and discretion to demarcate/divide, such/particular/certain areas of the Schedule "A" Property, and/or several blocks, constructed or to be constructed in the Schedule 'C' Property and utilize them for other uses.
29. The entrance to the Schedule 'C' property, the roads and parking (open/covered) spaces in the Schedule 'C' Property may be provided by the DEVELOPER, to the neighboring property agreed to be purchased or owned by the DEVELOPER from the erstwhile owners of the Schedule-A property. The Purchaser also agrees that the Purchaser will have no objection to the DEVELOPER amalgamating additional areas to the Schedule "A" Property if the same is acquired by the DEVELOPER and for the DEVELOPERS to have continuous development in continuation of the development of the Schedule "A" Property and the existing blocks. The Purchaser is also made aware that the DEVELOPER will be entitled to make available the facilities and amenities provided in the Schedule "A" Property to the project of the DEVELOPER in the property either adjoining to the Schedule "A" Property to the project of the DEVELOPER in the property either adjoining to the Schedule "A" Property or in the vicinity of the Schedule "A" Property to which the DEVELOPER has a right to own and or develop.
30. All letters, receipt or notices issued by the DEVELOPER dispatched under Certificate of Posting/Registered Post Acknowledgement due to the address of the PURCHASER given in this Agreement will be sufficient proof of service thereof on the PURCHASER and shall effectively discharge the DEVELOPER from the obligations to issue any further notice.
31. 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.
32. 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.
33. The parties agree that in case of any dispute arising in respect of this agreement, the matter shall only be referred to arbitration of an Arbitrator (and not to any other forum) under the provisions of the Arbitration and Conciliation Act, 1996, as may be amended from time to time. The decision of the Arbitrator so appointed shall be binding on the parties. The arbitration proceeding shall be carried-out in English language.
34. The arbitration proceedings shall be held at Bangalore and the Court in Bangalore shall alone have

jurisdiction in this regard.

35. 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, void able, illegal or otherwise unenforceable or indication of the same are received by either of the parties of 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.
36. The parties acknowledge that this Agreement and the construction agreement contain the whole Agreement between the parties and it has relied upon any oral or written representation made.
37. In this agreement the reference to any party in singular shall include plural as the case may be and vice versa.
38. This agreement is prepared in one set. The purchaser shall retain the original set & Photostat copy is retained with the developer.
39. The Purchaser shall have no objection/obstruction or hindrance for the Developer taking up construction in other blocks and connect one block to other block and shall assist the Developer whenever required. The Purchaser/s shall also not put any obstruction in the passage, open area, lobbies etc., obstructing the easy movement of the occupiers / owners of the flats.

VI. THE DEVELOPER COVENENT WITH THE PURCHASER AS FOLLOWS:

1. That when the Schedules B & C Property conveyed to the Purchaser shall be free from attachment, encumbrances, Court or acquisition proceeding or charges of any kind.
2. That the DEVELOPER is the absolute owners of the Schedule 'C' Property and that their title thereto is good, marketable and subsisting and they have the power to convey the same.
3. That the DEVELOPER will not convey or cause to be conveyed to any person, and interest in the Schedule 'C' Property and the buildings, without incorporating the covenants and stipulations as are agreed to and undertaken as between the DEVELOPER and the PURCHASER as per this agreement.
4. That they will pay all taxes, rates and cesses in respect of the Schedule 'C' Property up to the date of delivery of possession or completion of the Schedule "C" Property whichever is earlier.

VII THE PURCHSER COVENANTS WITH THE DEVELOPER AS FOLLOWS:

1. That the PURCHASER shall not be entitled to claim conveyance of the Schedule D & E Property until the PURCHASER fulfils and performs all the obligations and completes all payments under this Agreement and the Construction Agreement
2. That the PURCHASER has inspected the documents of title relating to the Schedule 'C' Property belonging to the DEVELOPER and has entered into this agreement after being satisfied with the title of the DEVELOPER to the Schedule 'C' Property and the scheme formulated by the DEVELOPER.
3. Share in the Schedule 'C' Property to enable them to construct in such retained area and that the PURCHASER shall not object to such construction under any circumstances;
4. That the PURCHASER will not hinder the use of the specified Terrace Area, garden area, Car Parking Areas and any other areas allotted by the DEVELOPER.

5. The PURCHASER shall not do or suffer to be done anything in or to the Schedule 'C' Apartment, which may adversely affect the building, or any other apartments in the Building.
6. The PURCHASER shall also observe and abide by all the Bye-laws, Rules and Regulations prescribed by the Government, BMRDA, Anekal Planning Authority or any other Statutory Authority, the DEVELOPER or the maintenance agency and the owners Association that may be formed in regard to ownership or enjoyment of such apartments any pay all taxes rates and cesses in regard to the Schedule-C Apartment without default.
7. The entrance to the Schedule 'C' property, the roads and parking (open/covered) spaces in the Schedule 'C' Property may be provided by the DEVELOPER to the neighboring property agreed to be purchased or owned by the DEVELOPER or to the adjoining property held/Owned /or having rights therein by the DEVELOPER amalgamating additional areas to the Schedule 'C' Property if the same is acquired by the DEVELOPER and for the DEVELOPER to have continuous development in continuation of the development of the Schedule "A" Property and the existing blocks. The Purchaser is also made aware that the DEVELOPER will be entitled to make available the facilities and amenities provided in the Schedule "A" Property to the other project of the DEVELOPER in the property either adjoining to the Schedule "A" Property or in the vicinity of the Schedule "A" Property to which the DEVELOPER has a right to own and or develop.
8. The Purchaser is aware that the undivided share in the Schedule "A" Property shall be proportionate to the size of the Schedule "C" Apartment calculated based on the entire super built up area of the entire construction on the Schedule "A" Property (excluding the area reserve by the DEVELOPER as said above).
9. The Purchaser will abide by all the rules and regulation of the Club and Swimming pool, its facilities and amenities as prescribed by the DEVELOPER or the Club and swimming pool Management Agency.
10. The Purchaser shall have no objection/obstruction or hindrance for the Developer taking up construction in other blocks and connect one block to other block and shall assist the Developer whenever required. The Purchaser/s shall also not put any obstruction in the passage, open area, lobbies etc., obstructing the easy movement of the occupiers / owners of the flats.

SCHEDULE "A" HEREINBEFORE REFERRED TO

All that piece and parcel of residentially converted land bearing Sy.No.319/2 (converted vide Official Memorandum No.ALN.AA.SR.293/2011-12, dt: 30-07-2012), measuring 29 (Twenty Nine) Guntas, Sy.No.320 (converted vide Official Memorandum No.ALN.AA.SR.293/2011-12, dt:30-07-2012), measuring 7 (Seven) Guntas, Sy.No.320 (converted vide Official Memorandum No.ALN.AA.SR.361/2012-13, dt:20-03-2013), measuring 1 (One) acre, Sy.No.291/1 (converted vide Official Memorandum No.ALN.AA.SR.292/2011-12, dt:30-07-2012), measuring 1 (one) Acre, Sy.No.320 (converted vide Official Memorandum No.ALN.AA.SR.361/2012-13, dt:20-03-2013), measuring 20(Twenty) Guntas, Sy.No.321 (converted vide Official Memorandum No.ALN.AA.SR.158/2011-12, dt:24-11-2011), measuring 0.26.08 (Twenty Six and Half) Guntas, Sy.No.321 (converted vide Official Memorandum No.ALN.AA.SR.157/2011-12, dt:24-11-2011), measuring 10 (Ten), Sy.No.321 (converted vide Official Memorandum No.ALN.AA.SR.291/2011-12, dt:30-07-2012), measuring 30 (Thirty) Guntas, situated at Bidaraguppe Village, Attibele Hobli, Anekal Taluk bounded on:

East by	: Attibele and Sarjapura 30M wide road & Private Property bearing Sy. No. 321
West by	: Private Property bearing Sy. No. 317 & Sy. No. 319/1
North by	: Private Property bearing Sy. No. 324, Sy. No. 325 & Sy. No. 328
South by	: Existing 9M wide road

SCHEDULE 'B' HEREINBEFORE REFERRED TO
(Property hereby agreed to be sold to the PURCHASERS)

An undivided share, right, title and interest in the Schedule 'A' Property in proportion to the Schedule "A" Apartment. Equivalent to about «UDI» Sq. Ft. of undivided right.

SCHEDULE 'C' HEREINBEFORE REFERRED TO
(Description of the Apartment/Flat)

A «BR_Type_» («a») Bedroom apartment bearing No. «Flat_No» in Block-C on the «Floor» floor, of the residential complex known as "GOLDEN ARENA" to be constructed in the Schedule 'A' Property, having a super built-up area of «SBA» Square Feet with a «Car_Park» Car parking area of 120Sq.Ft

SCHEDULE-"D"

RIGHTS OF THE PURCHASER

The PURCHASER shall have the following rights in respect of the Schedule "C" Property and the building thereon: -

1. The PURCHASER and all persons authorized by the PURCHASER (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 allotted terrace or garden area/space other specifically allotted divided/demarcated areas, as said in this agreement and open/basement Car Parking Spaces.
2. The right the subjacent, lateral, vertical and horizontal support for the Schedule "C" Apartment from the other parts of the Building.
3. 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, 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.
4. The right to lay cables or wires for television, Telephone and such other installations, in any part of the Building; however recognizing and reciprocating such right of the other Apartment Holders;
5. The right of entry and passage for the PURCHASER and Purchaser's agents workman 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 or maintenance of Schedule "C" Apartment 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 causes;
6. Purchaser will have access to the Park, Landscaped Gardens, Badminton court, Children's play area and Joggers Track etc proposed to come up in the premises.

SCHEDULE-"E"

OBLIGATIONS OF THE PURCHASER

The PURCHASER hereby agrees, confirms and undertakes the following obligations towards the DEVELOPER and other Apartment Owners:

1. The PURCHASER 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 apartments or the neighbors or which may tend to depreciate the value of the apartment or the building or any part thereof.
2. The PURCHASER shall use the Schedule “C” Apartment only for residential purposes;
3. The PURCHASER 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 as enumerated in the Schedule ‘F’ above.
4. The PURCHASER shall become and remain a member of any society, Association or Co-operative Society or Condominium (hereafter referred to as the “ORGANISATION”) to be formed by and consisting of all the apartment owners in the Building for the purpose of attending to the matters of common interest, including repairs, maintenance, etc., in respect of the Building and the maintain the roads, compound walls and all other common areas other than the specifically carved out or demarcated areas held by the DEVELOPERS or their nominees.

For this purpose the PURCHASER has accepted the Deed of Declaration executed by the DEVELOPER and all its contents. The Purchaser will automatically become a member and will abide by the terms of the declaration (if any) executed by the DEVELOPER on the execution of the Deed of Sale in favour of the Purchaser. The Purchaser if called upon by the DEVELOPER will also execute a confirmation to such declaration at the time of registration of the sale deed.

5. The PURCHASER will use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in the Building in common with the other apartment owners and to permit free passage of water, sanitary, electrical lines, through and along the same or any of them and to share with the other apartment owners, the cost of repairing and maintaining all such sewers, drains and water lines as also the cost of maintaining and repairing all common amenities such as common roads, staircases 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.
6. With regard to the common areas, open spaces, parking areas, passages, in the Schedule “A” Property and with regards to the Block in which the Schedule “C” is constructed the Purchaser shall keep the common areas thereof, lifts, staircases, lobbies etc., free from obstructions.
7. The PURCHASER shall keep the apartment walls, drains, pipes and other fittings in good and habitable condition so as to support and protect the parts of the building other than the apartment of the PURCHASER and also allow at all reasonable times other apartment purchasers or their agents or workmen to carry out internal repairs as may be required by the other purchaser and their representatives or the organization.
8. The PURCHASER shall not make any additions or alternations 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.
9. The Purchaser shall sign such papers, declaration etc., as may be required by the Developers at the time of taking over possession of the Schedule Apartment or as the when required by the DEVELOPER.

IN WITNESS WHEREOF the PARTIES herein have executed this agreement in the presence of witnesses attesting hereunder;

WITNESSES:

VENDOR

1.

For M/S ARYAN HOMETECH PVT LTD

**Managing Director/Authorized Signatory
DEVELOPER**

2.

PURCHASER/S