

AGREEMENT OF SALE

THIS AGREEMENT OF SALE is made and executed on this the Day of Two Thousand(.././2017) at Bangalore BETWEEN:

1. **SMT.RATHNAMMA**, W/o,Late.C.Giriraje Gowda,
Aged about 77 years, residing at Channasandra Village,
Bidarahalli Hobli, Bangalore East Taluk, Bangalore.
2. **SRI.C.G.CHANNA KESHAVA** S/o, Late.C.Giriraje Gowda, aged about 63 years,
2A.SMT.VASANTHI KESHAVA, W/o,Sri.C.G.Channa Keshava, aged about 49 years,
2B.SRI.CHETHAN.C, S/o,Sri.C.G.Channa Keshava, aged about 29 years,
2C.SRI.ROSHAN.C, S/o,Sri.C.G.Channa Keshava, aged about 27 years,
2 to 3c are residing at Plot No: 889, 1st Block, 1st Cross, Ramakrishna Nagar, Mysore-570022
3. **SRI.C.G.CHINNA SWAMY**, S/o, Late.C.Giriraje Gowda, aged about 61years,
3A.SMT.INDUMATHI, W/o. Sri.C.G.Chinna Swamy, aged about 51 years,
3B.SMT.VINYA CHINNASWAMY D/o. Sri. C.G.Chinna Swamy, aged about 28 years, Represented
By her GPA Holder **SRI.C.G.CHINNA SWAMY**, S/o, Late.C.Giriraje Gowda.
3C.SMT.SOUMAY CHINNASWAMY.C, D/o.Sri.C.G.Chinna Swamy, aged about 26 years,
Represented By her GPA Holder **SRI.C.G.CHINNA SWAMY**, S/o, Late.C.Giriraje Gowda.
3 to 3c are residing at No.705, HMT Layout, V.B.Nagar, R.T.Nagagar Post, Bangalore-560032.
4. **SRI.C.G.PURUSHOTHAM**, S/o. Late.C.Giriraje Gowda, aged about 59 years,
4A.SMT.USHA.P, W/o.Sri.C.G.Purushotham, aged about 49 years, residing at Channasandra
Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore.
4B.SRI.NITIN PURUSHOTHAM, S/o. Sri. C.G.Purushotham, aged about 27 years, Represented
By her GPA Holder **SRI.C.G.PURUSHOTHAM**, S/o, Late.C.Giriraje Gowda (Registered as
Document No.BDH-4-00008-2012-13, document stored in CD No.BDHD84, Registered in the
Office of Sub-Registrar,Bidarahalli, Bangalore East Taluk.)

4C.SMT.POOJITHA PURUSHOTHAM, D/o. Sri.C.G.Purushotham, aged about 25 years,
Represented By her GPA Holder **SRI.C.G.PURUSHOTHAM**, S/o, Late.C.Giriraje
Gowda.(Registered as Document No.BDH-4-00016-2012-13, document stored in CD No.BDHD84,
Registered in the Office of Sub-registrar, Bidarahalli, Bangalore East Taluk.)
4 to 4c are residing at No.146, 6th Main, 3rd Stage, Gokulam, Mysore-570002.

5. **SMT.SWARAJYA LAKSHMI**, D/o. Late.Sri.C.Giriraje Gowda, W/o Dr. M.K. Purushotham aged about 50 years, Residing at Bhuvana Nursing Home, Sunder Nagar, Gokul Extension, Bangalore. Represented By her GPA Holder **Sri. C.G. PURUSHOTHAM**.
6. **SMT.MUNIYAMMA**, W/o. M. Abbanna, Aged about 57 years,
7. **SMT.CHALLAMMA**, W/o. M. Abbanna, Aged about 54 years,
8. **SRI.C.A.KRISHNAMURTHY**, S/o. Sri.M.Abbanna, Aged about 41 years,
 - 8a. **SMT. KAMALA**, W/o. SRI.C.A.Krishnamurthy, Aged about 32 years
 - 8b. **MASTER. C.K.SRIKANTH**, S/o. SRI. C.A.Krishnamurthy, Aged about 17 years
 - 8c. **MASTER. C.K.PRASHANTH**, S/o.SRI.C.A.Krishnamurthy, Aged about 15 yearsSince 8b and 8c are minors, represented by their Natural Guardian and father **SRI.C.A.KRISHNAMURTHY**
9. **SRI.C.A.SRINIVAS**, S/o. Sri. M. Abbanna, Aged about 39 years
 - 9a. **SMT.BHAGYAMMA**, W/o. Sri. C.A.Srinivas, Aged about 32 years
 - 9b. **MS. C.S.ANU**, D/o. Sri. C.A.Srinivas, Aged about 18 years
 - 9c. **MS. C.S. ARCHITHA**, D/o. Sri. C.A.Srinivas, Aged about 16 years
 - 9d. **MASTER. C.S.AKSHAY KUMAR**, S/o.Sri.C.A.Srinivas, Aged about 14 yearsSince 9b, 9c and 9d are minors, represented by their Natural Guardian
And father **SRI.C.A.SRINIVAS**
10. **SRI.C.A.MOHANKUMAR**, S/o. Sri. M.Abbanna, Aged about 32 years
 - 10a. **SMT. NETHRAVATHI**, W/o. SRI.C.A.Mohan kumar, Aged about 24 years
 - 10b. **MASTER. C.A. CHAITANYA MOHAN KUMAR**, S/o. SRI. C.A. Mohan Kumar
Aged about 3 ½ years, since 10b is minor, represented by Natural Guardian
And father **SRI.C.A. MOHAN KUMAR**.

6 to 10 are residing at NO.31, Manjushree Nilaya, Channasandra village, BidarahalliHobli,
Bangalore , East Taluk, Bangalore.

ALL ARE REPRESENTED BY THEIR GPA HOLDER:

M/S. G K SHELTERS PRIVATE LIMITED,

A Private limited company incorporates under Companies Act, 1956.
Having its office at No. 27, 4th Floor, 9th Main Road,
3rd Block, Jayanagar,
BANGALORE - 560 011.

Hereinafter collectively called as the "Land owners"

M/S. G K SHELTERS PRIVATE LIMITED,

A Private limited company incorporates under Companies Act. 1956.
Having its office at No. 27, 4th Floor, 9th Main Road,
3rd Block, Jayanagar,
Bangalore - 560 011.

REPRESENTED BY ITS CHIEF EXECUTIVE OFFICER:

K.N.GOUTHAM NAIDU Aged about 26 Years,
S/O. K. Narasimhulu Naidu,
Residing at # 231, 3rd Block,
4th Phase, BSK 3rd Stage,
Bangalore - 85.

Hereinafter called as the **"BUILDER"**, (which term and expression the BUILDER wherever the context shall mean and include all its directors, legal heirs, legal representatives, assigns, executors, administrators, authorized representatives etc) of the **FIRST PART.**

IN FAVOUR OF:

MR.

Aged about Years,

S/o. MR.

Residing at.....

.....

PAN NO:

Hereinafter called and referred to as **PURCHASER** (Which term wherever the context will mean and include all their respective legal heirs, legal representatives, assigns, executors, etc) of the **SECOND PART.**

WHEREAS, the LAND OWNERS are the absolute owners of converted Sy.No:34/1 & 34/2, (converted vide official memorandum bearing No:ALN(PBK)S.R./4/2012-13,DT:20-07-2013, (KATHA,

No.607/SURVEYNo.34/1,34/2, MUNICIPAL No.123), In all measuring 3 Acres 1.04 guntas both having situated adjacent to each other forming a single plot and situated at Channasandra Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore, more fully set out in the Schedule written here under and Herein after referred to as the **“Schedule-A Property”**.

WHEREAS, the husband of person No:1 of First Party/Owners and father of person Nos: 2, 3, 4 and 5 of First Party/Owners viz., Sri.GirirajeGowda purchased the land in **Sy.34/1**, measuring 3 Acres and 17 Guntas (including 17 Guntas of Kharab land), situated in Channasandra Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore, under a registered sale deed dt:10-04-1964, registered as document No.1507/1964-65 of Book-1, Volume-1098 at pages 15 to 18, registered in the office of the Sub-Registrar, Hoskote, from their vendor Smt.Bagirathamma and others.

WHEREAS, subsequent to purchase of the land in Sy.No.34/1, Sri.Giriraje Gowda all the revenue records were mutated in his name.

WHEREAS, Sri.Giriraje Gowda died on 15-3-1995 leaving behind the First Party/Owners Nos.1,2,3,4 and 5 are the only surviving legal heirs and on his death the First Party/Owners Nos.1,2,3,4 and 5 succeeded to the land in Sy.No.34/1, as per law.

WHEREAS, after the death of Sri. Giriraje Gowda, the revenue records in respect of the Sy.No.34/1, were mutated in the name of First Party/Owners Nos.1, 2, 3, 4 and 5 vide IHC No.44/94-95.

WHEREAS, thus the First Party/Owner Nos.1,2,3,4 and 5 with their respective children, are the absolute owners in possession and enjoyment of the land measuring 3 Acres 17 Guntas in Sy. No. 34/1, of Channasandra Village, BidarahalliHobli, Bangalore East Taluk, Bangalore, and exercising all rights of lawful ownership over the same.

WHEREAS, in the family partition entered between the family members of one Sri. Munidasappa on 25-03-1981, document was registered as No.4324/1980-81 of Book-1, volume 1619, at Pages 78 to 83 registered in the office of Sub-Registrar, Hoskote, land bearing Sy.No.34 measuring 1Acre 8 Guntas, of Channasandra Village, Bedarahalli Hobli, Bangalore East Taluk, Bangalore, was allotted to the Share of Sri.Abbaiiah, S/o Sri.Munidasappa, the husband of person No.6 and 7 and father of person 8, 9 and 10 of FIRST PARTY/OWNERS.

WHEREAS, subsequent to the afore partition the revenue records were muted in the name of Sri.Abbaiiah vide MR.No.14/1983-84.

WHEREAS, Sri. Abbaiiah died leaving behind two wives viz., Smt.Muniyamma and Smt.Challamma and 3 sons viz.,Sri.C.A. Kirshnamurthy, Sri. C.A. Srinivas and Sri.C.A.Mohan Kumar i.e., Person No.6,7,8,9, and 10 of FIRST PARTY/OWNERS.

WHEREAS, after the death of Sri.Abbaiiah, the revenue records in respect of the afore said property were muted in the name of sons of Sri.Abbaiiah vide MR No.42/2007-08.

WHEREAS, the Person No.6 to 10 of the First party are in possession and enjoyment of the Survey No.34/2, Mesuring 18 guntas, which is part the Schedule-A Property, and they are fully entitled to sell, transfer or otherwise deal with the same at their absolute discretion.

WHEREAS, the Person Nos: 1 to 10 of FIRST PARTY/OWNERS are in possession and enjoyment of the **Schedule-A Property** and are fully entitled to sell, transfer or otherwise deal with the same at their absolute discretion.

WHEREAS, with an intention to develop the Schedule A Property, the land owners and the **Builder** herein have entered into Registered Joint Development Agreement dated 02-7-2012, in respect of Schedule A Property, which was registered as document No.VRT-1-01703-2012-13 of Book-1, Document stored in C.D.NO:VRTD156, Registered at the office of Sub-Registrar, Varthur, Bangalore.

WHEREAS, the Land owners, on the date of entering into Joint Development Agreement, executed a Registered General power of Attorney in favour of the **Builder**, which document was registered as VRT-4-00068-2012-13 of Book-4, Document stored in C.D.NO:VRTD156, Dated:02-07-2012, Registered at the office of Sub-Registrar, Varthur, Bangalore,

WHEREAS, pursuant to the Registered Joint Development Agreement and the Registered General Power of Attorney, the Builder after paying the required deposits and taxes obtained a sanctioned plan from BBMP for construction of multistoried Residential Apartment in the schedule A Property vide **BBMP/Addl.Dir/JD NORTH/0539/2013-2014 DT: 16/10/2014.**

WHEREAS, the land in sy.no.34/1, bearing katha no.607/34/134/2/123 of channasandra Village, Bedarahalli Hobli, Bangalore East Taluk, measuring **18.48 Guntas, (1870.00 Sq. Mts.)** has been Relinquished by Smt.Rathanamma, Sri.C.G.Channakeshava, Sri.C.G.Chinnaswamy, Sri.C.G.Purushotham in favour of **the Commissioner, BBMP Bangalore**, under a Deed of Relinquishment, dated 18-03-2014, registered document No.BDH-1-05211-2013-14, book No-1, Cd No.BDHD106, in the office of Sub-Registrar, Bidarahalli, Bangalore, for widening the Road.

WHEREAS, The **BRUHAT BANGALORE MAHANAGARA PALIKE** issued by Transferable Developments Rights, (development Right Certificate) measuring **2805.00 Sq. Mts.** Certificate No.003784, Date.19-07-2014. The property owners can have an additional built up area in lieu of the area relinquished or surrendered to the BBMP.

WHEREAS, the Land Owners and the Builder have shared their respective flats fallen to their respective shares by sharing Agreement Dt: 11-09-2014.

WHEREAS, pursuant to the above, the builder have formulated a scheme for development of the SCHEDULE-A PROPERTY into a Residential Apartment Complex known as **"GK TROPICAL SPRINGS"** consisting of **TWO** blocks **FOUR WINGS** and **FLOORS** with basement, ground and upper floors, common compound, entrances, lobbies, staircases, lifts, 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 flat fallen to the share of BUILDER would have to join the scheme of development wherein the **PURCHASER** would enter into a sale agreement with the **BUILDER** for the purchase of the undivided share in the **Schedule "A" Property** proportionate to the size of the apartment to be constructed and the **PURCHASER shall** enter into a separate construction agreement for the construction of the Apartment and as per the scheme both the agreement for sale of undivided share in land and the agreement for construction of the apartment are co terminus with each other.

WHEREAS the **PURCHASER has** scrutinized and being satisfied with the LAND OWNERS/Builders title to the **Schedule-A Property**, the Sanctioned Building Plan and the scheme of the development, has agreed to join the said scheme of the **BUILDER** and the **PURCHASER has** agreed to purchase such undivided share more fully described in **Schedule –B**, herein below and forming part of the **Schedule "A" Property**, which is proportionate to the Apartment set out in the **Schedule-C**, which the **PURCHASER** are 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:

1. That in pursuance of the foregoing and in consideration of the mutual obligations undertaken by the Parties hereto and the construction agreement being executed on this date by the PURCHASER and in consideration of the advance paid this day by the PURCHASER, the builder has agreed to sell **Sq. feet** of undivided share in the **Schedule "A" Property** proportionate to the size of the **Schedule "C" Apartment** as more fully set out in the Schedule "B" hereto for a total sale consideration of/(Rupees **Only**), subject to the terms, conditions and covenants herein contained, and subject to the condition that there shall not be any escalation in the sale consideration except as stated under this agreement.
2. The PURCHASER has paid advance payment of **Rs.....**

3. The PURCHASER has assured the Builder that the balance sale consideration and the other amounts payable in terms of this agreement and the corresponding construction agreement will be paid without demand or default by the PURCHASER, as time for payment of the balance sale price being the essence of the contract in view of the Scheme and the Builder has further informed the PURCHASER and the PURCHASER is aware that the default in payment of the balance amount would affect the entire project as envisaged, as there are other PURCHASER who have joined the Scheme who have contracted to purchase based on the assurance given by the PURCHASER that there will not be any delay in payment of the balance sale consideration as set out.
4. All payments to be made by Cheque or Demand Draft payable in Bangalore. In case of Cheque or Demand Draft payable outside Bangalore, bank collection charges will be debited to the PURCHASER account and credit for the payment made will be given on actual credit of the amount from the bank. The collection charges will be collected by the builder at the time of handing over possession of the Schedules B and C Properties to the PURCHASER. In this regard the date of credit of the amount into the account of the builder will be considered as the date of payment by the PURCHASER and interest will become payable from the due date;
5. The PURCHASER agree that release of installments will be as per the progress in the condition as agreed under this agreement not to delay, or withhold or postpone the payments due as aforesaid on whatsoever ground for reasons set out above and in the event of the PURCHASER delaying, withholding or defaulting the payments any consequential sufferance or damages shall be at the risk of the PURCHASER;
6. 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 BUILDER at its discretion/option may: -

(6a). 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 BUILDER will be entitled to reasonable extension of time for delivery of the Schedule-C Property;

-OR-

(6b) 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 of the money paid by the SECOND PARTY and the DEVELOPER will be entitled to deal with the Schedule-B Apartment, including selling the same to anybody, without any further reference to the SECOND PARTY. The

balance money, if any, due to the SECOND PARTY shall be paid within four weeks of the disposal of the Schedule-B & C Apartment. Against the cancellation of this sale agreement by the DEVELOPER, the SECOND PARTY'S rights under the construction Agreement executed on the same date shall stand terminated without any requirement of execution of any further documents.

7. In view of the scheme of development, the PURCHASER acknowledges and agrees that the BUILDER have executed this Agreement on the consideration that the PURCHASER has also this day executed construction agreement for the Schedule "C" Apartment which shall be read together and co-terminus with each other and accordingly termination of either one of them will lead to the automatic termination of both the agreements with the consequences provided therein;
8. Apart from the sale consideration stated above, the PURCHASER/S shall also be liable to pay: -
 - (8.1) The Stamp Duty and Registration Fees for the Schedules B and C Properties as may be prevailing at the time of registration.
 - (8.2) A sum of Rs.25,000/- (Rupees Twenty Five Thousand only) towards Legal fees and incidental charges for drafting the Deed of Conveyance in respect of Schedules B and C Properties and registration of the same.
9. The Schedule-A 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 BUILDER.
10. The PURCHASER has 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 may be determined by the BUILDER. The assignment / transfer would be permitted only if the PURCHASER assign / transfers the rights under the construction agreement executed on this date.
11. The PURCHASER hereby agree for the BUILDER to maintain or hand 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 at the sole option/discretion of the BUILDER and the PURCHASER are required to pay the maintenance charges to such person;
12. The BUILDER will specify 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;

13. The PURCHASER shall become and remain a member of any society, Association or Co-operative Society of 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 specifically demarcated/carved out areas owned/allotted to the BUILDER or their nominees. For this purpose the PURCHASER has authorized the BUILDER to approve and register a deed of declaration as per the Karnataka Apartment Ownership Act or otherwise as may be deemed fit, or applicable, as the case may be and the PURCHASER shall automatically become a member and will abide by the terms of the declaration executed.
14. The name of the residential complex on the Schedule-A Property will be known as **"G K TROPICAL SPRINGS"** 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 BUILDER the same shall not be changed / altered even after the Association is formed.
15. The PURCHASE will be entitled to the rights enumerated in the Schedule-D hereto and shall be bound by the obligations enumerated in Schedule-E 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 for sale;
16. 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 shall not object for modification of the plans of the building or the apartment provided the entitlement of super built-up area of the PURCHASER is not changed. The PURCHASER shall not oppose or obstruct to any additional construction in the event of there being any increase in FAR or if permitted to do so by the authority or due to change in any policy.
17. The PURCHASER covenants and agrees that the BUILDER will be entitled to utilize by way of transfer of any developmental rights of any other property on the Schedule-A Property as well as the BUILDER will be entitled to sell / transfer the development right of the Schedule-A Property to any other person or property or as may be permitted under any provisions of law. The BUILDER in either of the aforesaid cases will not be required to pay any amounts to the PURCHASER or any one claiming through the PURCHASER.
18. Only after the PURCHASER paying all the amounts under this agreement and the Construction Agreement, the PURCHASER shall be entitled to the possession of the Schedule-C Apartment.
19. All letters, receipts or notices issued by the BUILDER dispatched under ordinary post/ Registered Post/ Certificate of Posting/ 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 BUILDER from the obligations to issue any further notice;

20. 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;
21. The Parties hereto agree that in the event of there 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 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.
22. 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) appointed by the Builder 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 proceedings shall be carried-out in English language. The arbitration proceedings shall be held at Bangalore and the Courts in Bangalore shall alone have jurisdiction in this regard.
23. In the event that any provision of this agreement or any of the conditions of them are declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indication of the same are received by either of the parties of 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;
24. The parties acknowledge that this Agreement and the construction agreement contain the whole Agreement between the parties and it has not relied upon any oral or written representation made;
25. In this agreement the reference to any party in singular shall include plural as the case may be and vice versa.

THE BUILDER COVENENT WITH THE PURCHASER AS FOLLOWS:

- 1) That when the Schedule B Property is conveyed to the PURCHASER, it shall be free from attachment, encumbrances, Court or acquisition proceedings or charges of any kind;
- 2) That the BUILDER is the absolute owner of his part of share in Schedule-A Property and that their title thereto is good, marketable and subsisting and they have the power to convey the same;

- 3) That the BUILDER will not convey or cause to be conveyed to any person, any interest in the Schedule-A Property and the buildings, without incorporating the covenants and stipulations as are agreed to and undertaken as between the BUILDER and the PURCHASER as per this agreement;
- 4) That they will pay all taxes, rates and cesses in respect of the Schedule-A Property up to the date of delivery of possession or completion of the Schedule-C Property whichever is earlier. After the date of the apartment is ready for occupation, whether the possession is taken or not, if any levies are charged, levied or sought to be recovered in retrospective by the BBMP, or other public Authority in respect of the Schedule-A Property, the same shall be borne and paid by the PURCHASER in proportionately to their undivided share in the Schedule-A property;
- 5) The builder hereby assures and under takes all the original documents, deeds, records and papers pertaining to the entire project will be handed over to the apartment owners association as soon as completed of project together with a discharge certificate from Karnataka Bank Ltd, and the association shall thereafter be the custodian of the original document, deeds and records.
- 6) The BUILDER shall obtain the NOC from the Karnataka Bank Ltd., for execution of absolute Sale Deed in favour of the PURCHASER herein in respect of the Schedule –B Property.

THE PURCHASER COVENANTS WITH THE BUILDER AS FOLLOWS:

- 1) That the PURCHASER shall not be entitled to claim conveyance of the Schedule B Property until the PURCHASER fulfills and performs all the obligations and completes all payments under this Agreement and the Construction Agreement;
- 2) That the PURCHASER has inspected the photo copies of the documents of title deed relating to the Schedule-A Property belonging to the BUILDER/OWNERS of the land/s furnished by the BUILDER and have entered into this agreement after being satisfied with the title of the OWNERS to the Schedule-A Property and the scheme formulated by the BUILDER;
- 3) That the PURCHASER shall not hinder the use of the specified Terrace Area, Car Parking Areas and any other areas allotted by the BUILDER;
- 4) The PURCHASER are not do or cause to be done anything in or to the Schedule-C Apartment which may adversely affect the building or any other apartments in the Building;
- 5) The PURCHASER are also observe and abide by all the Bye-laws, Rules and Regulations prescribed by the Government, or any other Statutory Authority, the Builder or the maintenance Agency and the

owners Association that may be formed in regard to ownership or enjoyment of such apartments and pay all taxes, rates and cesses in regard to the Schedule-C Apartment without default;

- 6) The PURCHASER 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. In the event of any variance in the final super built-up area difference in cost is chargeable

SCHEDULE - 'A' PROPERTY

All that piece parcel of converted land bearing Sy.No: 34/1 & 34/2, (vide official memorandum bearing No:ALN(PBK)S.R./4/2012-13, DT:20-07-2013, (KATHA, No.607/SURVEYNo.34/1,34/2, MUNICIPAL No.123), In all measuring 3 Acres 1.04 guntas both having situated adjacent to each other forming a single plot and situated at Channsandra Village, Bedarahalli Hobli, Bangalore East Taluk, and bounded:

East by	:	Dakshinapinakini River and remaining land in Sy.No.34/2
West by	:	land in sy.no; 33
North by	:	Govt. Road
South by	:	Remaining land in Sy.No.34/2 and land Bemanna

SCHEDULE - 'B'

(Property hereby agreed to be sold to the PURCHASER)

..... **Sq. feet** of undivided share, right, title and interest in the Schedule-A Property in proportion to the super built-up area of the Schedule "C" Apartment.

SCHEDULE - 'C'

(Description of the Apartment to be constructed)

2 Bedroom Residential apartment (Refer to the floor plan attached to the construction agreement) bearing No. on the, in the '**Block "A"** and '**wing-III**, of the residential complex known as "**G K TROPICAL SPRINGS**" (Refer to the key plan attached to the construction agreement) to be constructed in the Schedule-A Property, having a Super built-up area of Square Feet (which is inclusive of balconies and utility space) and proportionate common area of (which is inclusive of the floors, ceiling

and walls between the apartments and the common areas attributable thereto) together with one exclusive ear marked covered Car Parking Space.

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 authorized to a similar right) shall have the right at all times, and for all purposes, to use the staircases, lift, passages and common areas include terrace area except the allotted terrace area / space other specifically allotted divided / demarcated areas, as said in this agreement and open /basement Car Parking Spaces;
2. The right to 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 lines, drain and water courses, cables, pipes and wires which are or may at any time hereafter be, in, under or passing through the Building or any part thereof in the Schedule-A Property;
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 rights of the other Apartment Holders;
5. The right of entry and passage for the PURCHASER and PURCHASER' agents or 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 other Apartment Owners and making good any damage caused;
6. The right to access all the common amenities provided in the Schedule "A" property for the PURCHASER and his/her family members irrespective of the place or the block, amenities are located at the schedule "A" property,

SCHEDULE - 'E'

OBLIGATIONS OF THE PURCHASER

The PURCHASER hereby agrees, confirms and undertakes the following obligations towards the BUILDER 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 BUILDER 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-D above;
4. The PURCHASER shall 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
5. The PURCHASER shall become and remain a member of any society, Association or Co-operative Society or Condominium (hereinafter 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 to maintain the roads, compound walls and all other common areas other than the specifically carved out or demarcated areas held by the BUILDER or their nominees. For this purpose the PURCHASER has authorized the BUILDER to approve and register a deed of declaration as per the Karnataka Apartment Ownership Act or otherwise as may be deemed fit, or applicable, as the case may be. The PURCHASER shall automatically become a member and will abide by the terms of the declaration (if any) executed by the BUILDER on the execution of the Deed of Sale in favour of the PURCHASER. The PURCHASER if called upon by the BUILDER will also execute a confirmation to such declaration at the time of registration of the sale deed.

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" Apartment is constructed the PURCHASER shall keep the common areas thereof, lifts, staircases, lobbies etc., free from obstructions and in a clean and orderly manner without encroachment on any common areas and rubbish/refuse shall be disposed of only at the designated places;
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 PURCHASER 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 color scheme, outside elevation /facade /decor of the Building
9. The PURCHASER shall sign such papers, declaration etc., as may be required by the BUILDER at the time of taking over possession of the Schedule Apartment or as and when required by the BUILDER

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

WITNESSES:

1. **LAND OWNERS**
REPRESENTED BY THEIR GPA HOLDER

G K SHELTERS PRIVATE LIMITED,
Chief Executive Officer
BUILDER

2.