

THIS AGREEMENT FOR SALE is **executed** on this _____ day of _____ Two Thousand Fifteen (____/____/2017) at Bangalore.

BETWEEN

Mr. B.A. NAGARAJ, aged about 45 years, son of Late B S Amara Narayana Gupta, residing # 41/2, 6th Cross, WOK Road (KR Road), 7th Block, Jayanagar, Bangalore 560 082.

Represented by his registered GPA (vide No 521/2014-15 CD No. INRD117 dated 11/07/2014) holder

M/s. SAMRUDDHI REALTY LTD.

A Company incorporated under the Companies Act of 1956 represented by its Authorized Signatory

Mr. Dharmesh Maruti Kuvalekar, Company Secretary, M/s Samruddhi Realty Ltd having its registered office at THE LANDMARK, # 21/15, 4th Floor, M.G. Road Bangalore- 560001.

(hereinafter referred to as the '**OWNER / FIRST PARTY**', which expression shall wherever the context so requires or admits, mean and include their respective heirs, executors, administrators, successors-in-title and assigns) of the **FIRST PART**.

AND:

M/s. SAMRUDDHI REALTY. LTD.

A Company incorporated under the Companies Act of 1956 represented by its Authorized Signatory

_____, M/s Samruddhi Realty Ltd, having its registered office at THE LANDMARK, # 21/15, 4th Floor, M.G. Road Bangalore- 560001.

(hereinafter referred to as the '**DEVELOPER / SECOND PARTY**' which expression shall wherever the context so requires or admits, mean and include their respective heirs, executors, administrators, successors-in-title and assigns) of the **SECOND PART**.

IN FAVOUR OF:

1. _____

Residing at: _____

PAN NO: AHPPV4643Q

PAN NO:

(herein after referred to as the "**PURCHASER/S / OTHER PARTY**", which expression shall, wherever

For B A NAGARAJ

BY P.A. Holder, SAMRUDDHI REALTY LTD.

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the context so requires or admits, mean and include, his / her/ their / its, legal heirs, executors, administrators, partners from time to time , successors-in-title and permitted assigns) of the **OTHER PART**

WITNESSES AS FOLLOWS:

- I. **WHEREAS** the **FIRST PARTY** is the full and absolute owner by title and in actual possession and enjoyment of residentially converted land bearing Survey No. **241/1, measuring 3 acres 10 Guntas, which is equivalent to 1,41,570 Square feet, situated at Amani Bellandur Khane, Varthur Hobli, Bangalore East Taluk**, now bearing BBMP khata No.74, BBMP Ward No.149, Bangalore. The aforesaid land has been converted from Agricultural to Non Agricultural Residential Purposes by the Deputy Commissioner, Bangalore District, Vide No. A.L.N (E.V.H) SR 734/2008-09, dated 09/04/2009, the said land is with no encumbrance and which is more fully described in the Schedule-A hereto and hereinafter referred to as the **"SCHEDULE-'A' PROPERTY"**;
- II. Originally the agricultural land bearing Survey No. 241 in all measuring 3 acres 10 guntas was owned by Sri. P. Sanjeeva Reddy, son of late Pilla Reddy. The said Sri. P. Sanjeeva Reddy has executed a Settlement Deed dated 16/06/1983 registered as Document No.2064/83-84 of Book I in Volume 1985 at pages 176 to 181, in the office of the Sub-registrar, Bangalore South. Sri. P.S. Gopal Reddy have acquired the land bearing survey NO.241, to an extent of 1 acre 25 guntas on the basis of aforesaid Settlement Deed dated 16/06/1983 and the khata of land bearing survey No.241, to an extent of 1 acre 25 guntas mutated in the name of Sri. P.S. Gopal Reddy, son of late Sanjeeva Reddy, vide M.R.No.22/1983-84 and the other portion of survey No.241 to an extent of 1 acre 25 guntas mutated in the name of Sri P Krishnappa vide M.R.No.22/1983-84.
- III. Subsequently the said Sri. P.S. Gopal Reddy sold his portion of land bearing survey No.241, measuring to an extent of 1 acre 25 guntas, to Sri. B.A. Nagaraj, son of late B S Amara Narayana Gupta under a Sale Deed dated 25/07/2007, registered on 26/07/2007 as Document No.VRT-1-02098/2007-08 of Book I and stored on C.D.No.VRTD8, in the office of the Sub-Registrar, Varthur, Bangalore and also Sri. P. Krishnappa, (kartha-HUF), along with his son, Sri. K. Bhanu

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Prasad sold the land bearing survey No.241, measuring to an extent of 1 acre 25 guntas to Sri. B.A. Nagaraj, son of late B S Amara Narayana Gupta under a Sale Deed dated 25/07/2007, registered on 26/07/2007 as Document No.VRT-1-02099/2007-08 of Book I and stored on C.D.No.VRTD8, in the office of the Sub-Registrar, Varthur, Bangalore, on the basis of above said two Sale Deeds both dated 25/07/2007 and further land bearing survey No.241, mutated the name of Sri. B.A. Nagaraj, as khatedar vide M.R.No.173/2008-09.

- IV. WHEREAS the Schedule 'A' Property falls within the Jurisdiction of the Bangalore Mahanagara Palike and the Bangalore Mahanagara Palike had issued the Katha No.74/Survey No.241, 256/2 in favour of the First Party.
- V. WHEREAS the **FIRST PARTY** is the absolute owner of Schedule-A property and it is free from all encumbrances, charges and liens and he is in peaceful possession and enjoyment of the said land and that he has not created any easement or license over the said property and he has not entered into any agreements of sale, MOU, lease, transfer for development with any other person and that it is not subject to lis-pendens or attachment either before or after judgment and offered Schedule-A property to **DEVELOPER** i.e., M/s. Samruddhi Realty Ltd., for development by constructing thereon residential Apartments/Complex and M/s. Samruddhi Realty Ltd., accepted the offer after mutual negotiations and accordingly **Mr. B.A. NAGARAJ** executed a Joint Development Agreement in favour of M/s. Samruddhi Realty Ltd., on 11/08/2014 and the same was registered on 27/08/2014 as Document No. No. 4280/2014-15, CD No. INRD117 in the office of the Sub-Registrar, Indiranagar Bangalore and also executed a General Power of Attorney in favour of M/s Samruddhi Realty Ltd., on 11/08/2014 and the same was registered on 27/08/2014 as Document No.521/2014-15 CD No. INRD117 and recorded in the office of the Sub Registrar, Indiranagar Bangalore offered Schedule-A property for development by constructing thereon residential Apartments/Complex on the terms and conditions set out in the Joint Development Agreement.
- VI. WHEREAS under the said Joint Development Agreement, the land owners are entitled to 37% and M/s. Samruddhi Realty Ltd, as developer shall be entitled to remaining 63% of the

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residential Apartments/Complex and the balance car parking space and other common area with undivided 63% share, right, title and interest in the land comprised in Schedule-A property and the developer i.e., M/s. Samruddhi Realty Ltd., will be entitled to dispose off its share of the built area along with 63% of the undivided share in Schedule-A property in any manner it deems fit.

VII. The First Party is the absolute Owner and is in peaceful possession and enjoyment of the Schedule 'A' Property, and all the taxes, cesses, etc. have been paid by the First Party up-to-date and the Khatha in respect of the **Schedule 'A' Property** stands in their name.

VIII. The First Party has entered into a Joint Development Agreement and General Power of Attorney with and in favour of SECOND PARTY dated 11/08/2014 and registered on 27/08/2014 to develop / construct Residential Apartments consisting of **2, 3 BHK** and **4 BHK Duplex Apartments / Flats** and other amenities and facilities at the aforesaid **Schedule 'A' Property**, subsequently under the name and style of **"SAMRUDDHI WINTER GREEN"**.

IX. The Second Party has also obtained the following Statutory Clearances and Licenses from the following Concerned Authorities;

A. Building Sanction Plan for building, bearing no: BBMP/ADDL.DIR/JD NORTH/LP/0426/13-14 plan sanction intimation letter dated 19/07/2014 issued by the BBMP.

B. NOC from Office of the Director General of Police (Fire Department) bearing Ref No. GBC (1)404/2013 Dated 30/10/2013.

C. NOC from Bangalore Electricity Supply Company Limited (BESCOM) bearing Ref No. SEE/BCS/EE(O)/AEE-2NOC-22/14/15 Dated 09/01/2015.

D. NOC from Bangalore Water Supply and Sewerage Board (BWSSB) bearing Ref No. BWSSB/EIC/CE(M)/ACE(M)-III/DCE(M)-I/TA(M)-III/11413/2014-15 Dated 29/12/2014

E. NOC from Karnataka State Pollution Control Board (KSPCB) bearing Ref No. PCB/330/CNP/14/H1567 Dated 27/01/2015

F. NOC from MOEF, Government of India vide ref No.SEIAA 88 CON 2014, dated 08/04/2015.

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- X. The Other Party / Purchaser is desirous of purchasing a Residential Apartment bearing No. _____ on '___' Block in _____ Floor, of the proposed project called "**SAMRUDDHI WINTER GREEN**", having a **Super Built up Area of _____ Sqft.**, which is more fully described in **Schedule 'C' Property**, as per the specifications given in the Construction Agreement.
- XI. With view to support the title to the built up space, the Second Party has agreed to sell / transfer to the Other Party / Purchaser and the Other Party / Purchaser has agreed to purchase **677.3684 Sqft** of undivided share and interest in the Schedule A Property, for a mutually agreed consideration of **Rs._____-/- (Rupees _____ - Only)** free from encumbrances, claims and demands, which is more fully described in the **Schedule 'B' Property**.
- XII. That the Purchaser will bear the cost of stamp duty and registration charges and Legal charges as applicable shall be paid by the purchaser as and when it is due to the Second Party. In case of any revision / increase in the guideline value or registration rates / stamp duty by the Registration Authorities, the same shall be payable by the purchaser as soon as the same is advised by the Second Party.
- XIII. The Purchaser has inspected the documents relating to the Schedule A property, designs, Plans & specification prepared by the Architect of the Second Party and being satisfied with the Title/Ownership of the First Party/, the PARTIES consider it necessary/expedient to reduce to writing the terms/conditions for the Sale Agreement.

**NOW THEREFORE THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND
BETWEEN THE PARTIES HERETO AS UNDER:-**

1. That in pursuance of the foregoing the Purchaser has booked an Apartment No: **A-401** in '**A**' Block in **4th** floor of the proposed "**SAMRUDDHI WINTER GREEN**" by submitting Booking form and the Second Party has issued Allotment Letter dated **01.01.2016** being receipt for the acceptance of the booking form as well as for the offer of the Purchaser.
2. That in consideration of the mutual obligations undertaken by the Parties hereto and in consideration of the amount paid in advance this day by the Purchaser to the Second Party, the Second hereby agree to sell and the Purchaser hereby agrees to purchase _____ **Sqft undivided share** in the Schedule 'A' property for a total consideration **Rs._____-/- (Rupees _____ - Only)** subject to the terms, conditions and covenants herein contained;

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3. The Purchaser has paid a sum of **Rs._____/- (Rupees _____ - Only)**as **advance** by way of Cheque bearing No. _____ Dated _____ and Drawn on _____ **Bank, Bengaluru.**
4. The Purchaser assures the Second Party that the Sale cost and all amounts payable under this Agreement shall be paid by the Purchaser herein, without default in view of the scheme mentioned hereunder.

SL.NO	DUE ON	PERCENT (%)	AMOUNT RS
1	On Agreement	20%	
2	On Footing	15%	
3	On Stilt Floor Slab	5%	
4	On Ground Floor Roof Slab	5%	
5	On First Floor Roof Slab	5%	
6	On Second Floor Roof Slab	5%	
7	On Third Floor Roof Slab	5%	
8	On Forth Floor Roof Slab	5%	
9	On Fifth Floor Roof Slab	5%	
10	On Sixth Floor Roof Slab	5%	
11	On Seventh Floor Roof Slab	5%	
12	On Eighth Floor Roof Slab	5%	
13	On Ninth Floor Roof Slab	5%	
14	On Tenth Floor Roof Slab	5%	
15	Possession/Registration	5%	
	TOTAL	100%	

5. The Purchaser assures the Second Party that the sale price shall be paid as per the terms mentioned in this Agreement as and when it is due on receipt of demand letters from the Second Party and additional amount such as Maintenance deposit of **Rs._____/- (Rupees _____ - Only), Club House Charges**, deposits of BESCOM / water supply, legal fees, Vat & Service Tax as applicable shall be paid by the Purchaser in due course as per the Allotment Letter.

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6. On receipt of the entire Sale & Construction amount as contemplated in the Construction Agreement, the Second Party hereby agree to convey, transfer, and assign an extent _____ **Sqft** of Undivided share and _____ **Sqft of Super built area** and interest in the Schedule 'A' property.
7. Any default by the Purchaser in payment of installment thereof on the due dates shall be construed as a breach of contract committed by the Purchaser and in the event of such breach, the Second Party shall, at its option be entitled to terminate this Agreement by refunding the amount received from the Purchaser after deducting amount towards damages / costs as per the Construction Agreement and the termination of this Agreement will result in the cancellation of all Agreements.
8. The Sale Agreement for the undivided share shall not enable the Purchaser to own an apartment and the Purchaser shall not seek partition or division or separate possession in respect of any portion of the Schedule 'B' property under any circumstances;
9. The Purchaser agrees that the undivided share that will be conveyed to him shall be corresponding to the Apartment constructed and the Purchaser would have no objection if there is a variation in the undivided share finally to be conveyed and the undivided share agreed to be sold under this Agreement, because after the building is completed, the exact areas of Apartment would be ascertained. In this regard, the statement of the Architect of the project shall be final and binding on both the parties hereto and the Purchaser will have no objection to such variation in the constructed area. The Purchaser and the Second party agree that any increase in the area will be paid for extra at the same rate stated herein by the Purchaser.
10. The Purchaser shall from the date of the Apartment ready for occupation, whether possession of the same is taken or not shall pay the sum due to the Second Party as mentioned in the this Agreement and get the Sale registered before the Jurisdictional Office of Sub-registrar.
11. All letters, receipts or notices issued by the Second Party dispatched under Registered Post Acknowledgment Due / Local Courier/E-mail Service to the address of the Purchaser given in this agreement will be sufficient proof of service thereof on the Purchaser and shall effectually discharge the Second Party from the Obligations to issue any further notice;

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12. 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 Parties;
13. 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 waived on the part of the Party showing such indulgence or tolerance and any such indulgence or forbearance shall not be deemed to be waived of the rights and the Parties shall be entitled to enforce such right without prejudice to such indulgence or tolerance shown;
14. The Parties agree that in case of any dispute arising in respect of this Agreement, the matter shall be referred to Arbitration of an Arbitrator, in consonance with the provisions of the Indian Arbitration and Conciliation Act, 1996, as may be amended from time to time. The Sole Arbitrator shall be appointed by the Second Party and the decision of the such Arbitrator shall be binding on the Parties hereto;
15. The proceedings shall be held at **Bangalore** and conducted in the English language. The Courts in Bangalore shall alone have jurisdiction with regard to this Agreement.
16. In the event of any provision of this Agreement being 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 amend that provision in such reasonable manner as achieves the intention of the parties without illegality or at the discretion of the Parties it may be served from this Agreement and the remaining provisions of this agreement shall remain in full force;
17. The Parties acknowledge that this Agreement contains the whole Agreement between the Parties; both Parties agree that all amendments to this Agreement shall be effective only if made in writing and signed by the party to this Agreement.

THE SECOND PARTY COVENANT WITH THE PURCHASER AS FOLLOWS:

1. That the sale of the Schedule B and C property in favour of the Purchaser shall be free from attachments, encumbrances, Court or acquisition proceedings or charge of any kind; except the mortgage.

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2. That the First Party is the absolute owner of the Schedule property and that their title thereto is good, marketable and subsisting and they have the power to convey the same;
3. That the Second Party agree to do and execute or cause to be executed all acts, deeds and things, as may be required by the purchasers, for more full and perfectly assuring the title of the purchaser to the Schedule property;
4. That the Second Party will pay all taxes, rates and cesses in respect of the Schedule A property up to the date of Sale or up to date of the completion of the Schedule C apartment, whichever is earlier;

THE PURCHASER COVENANTS WITH THE SECOND PARTY AS FOLLOWS:

1. The Purchaser undertakes to have an Apartment Constructed on the Schedule 'A' property only through and by the above referred **M/s. SAMRUDDHI REALTY. LTD**, who also shall be entitled to construct for the Purchaser herein and other Purchasers in the Schedule 'A' property.
2. The Purchaser covenants to abide by all the terms of this Agreement including Schedule D and E which constitute integral part of this agreement;
3. That the Purchaser shall not be entitled to claim conveyance of the schedule property until the Purchaser fulfills and performs all the obligations and completes all payments under this Agreement;
4. That the Purchaser will bear the cost of stamp duty and registration charges and Legal charges as applicable shall be paid by the purchaser as and when it is due to the Second Party. In case of any revision / increase in the guideline value or registration rates / stamp duty by the Registration Authorities, the same shall be payable by the purchaser as soon as the same is advised by the Second Party.
5. That the Purchaser has inspected the documents of title relating to the Schedule A property belonging to the Second Party and has entered into this Agreement after being satisfied about the title of the Second Party to the Schedule A property and the Scheme formulated by the Second Party;
6. That the Purchaser shall not be entitled to transfer / assign the rights under this Agreement in favour of anyone else except with the prior written consent of the second party and subject to

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payment of transfer fee of Rs. 200/- (Rupees Two Hundred Only) per square feet on super built up area; This clause shall be in force until the said flat is registered in the name of Purchaser.

7. That the Purchaser, or any one claiming through the Second Party will use the roads pathways and all the common amenities and facilities including Club House and Swimming pool, open areas and play areas forming part of **"SAMRUDDHI WINTER GREEN"** being road and common amenities and facilities open areas and play area and the Purchasers or any one claiming through the Purchaser will not cause any obstruction or hindrance to similar right possessed by other owners of **"SAMRUDDHI WINTER GREEN"**;
8. That the Purchaser shall abide by the rules and regulations of the Club House, Swimming pool and other common amenities and facilities of which the Purchaser is entitled to become member by virtue of purchasing the Schedule Property. The Purchaser shall have access to the Car parks, Club house amenities and other recreational facilities.

CO-TERMINUS AGREEMENT:

The Parties herein agree that this Agreement of Sale is specific only to Sale of Undivided share in the Schedule A Property and the Parties herein shall enter into a separate Construction Agreement with the Builder / Developer, for the actual construction of the Apartment over the Schedule 'A' Property. However default in one Agreement shall be construed as default in the other Agreements and the rights and obligations of the Parties shall be determined accordingly. This Agreement can not be made independently enforceable, without the Construction Agreement as referred above.

SCHEDULE 'A' PROPERTY

(The Description of the Entire Property)

All that piece and parcel of immovable converted residential property bearing Survey No. **241/1**, in **all measuring 3 acres 10 guntas, which is equivalent to 1, 41,570 square feet, situated at Amani Bellandur Khane, Varthur Hobli, Bangalore East Taluk**, now bearing BBMP khata No.74 and bounded as follows :-

EAST BY : Bearing Survey No.256,

WEST BY : Bearing Survey No.242 & 240,

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NORTH BY : Bearing Survey No.244 & 255,

SOUTH BY : Government Road and remaining portion of Survey No. 241.

SCHEDULE 'B' PROPERTY

An undivided share, right, title and interest in the Schedule A property i.e. **677.3684 Sqft.**

SCHEDULE 'C' PROPERTY

**(Description of the apartment agreed to be constructed to the purchaser
corresponding to the Sale Agreement of the Schedule "B Property)**

A **Three** Bedroom apartment bearing No_____, **Block ' _ '** on the ___ **floor** of the proposed building known as "**SAMRUDDHI WINTER GREEN**" constructed in the Schedule 'A' property having **Super Built Up area _____ Sqft.** (which is inclusive of the floors, ceiling and walls between the Apartments and proportionate share in common areas) allocated with _____ car parking space.

This apartment is fully described in the floor plan attached to Construction Agreement.

SCHEDULE 'D'

RIGHTS OF THE PURCHASER

The Purchaser shall have the following rights in respect of the Schedule B Property and Schedule C Property and the building constructed on Schedule A property as applicable 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 (except the Basement, earmarked Garden, terrace and Car parking Spaces) in Schedule A property;
2. The right to lay cables, television, telephone and such other installations, in any part of building; however, recognizing and reciprocating such rights of the other apartment holders;

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3. The right of entry and passage for the Purchasers and purchasers' agents or 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 purposes of repairs or maintenance of the Schedule C apartment or for repairing cleaning, maintaining of the 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;
4. The Purchaser has the right to use the common areas provided in the Schedule A property including pathways, open spaces, parking areas, garden areas, club house, swimming pool and other common amenities and facilities.

SCHEDULE 'E'

OBLIGATION OF THE PURCHASER

The Purchaser hereby agrees, confirms and undertakes the following obligations towards the Second Party and other apartment owners of the Building and Schedule A property:-

1. The Purchaser shall not at any time, carry on or suffer to be carried on in the Schedule property or any part thereof or in the building, any noisy, offensive or dangerous trade or pursuit which may be or become in any way a nuisance, annoyance or danger to the Second Party or the other apartment owners or occupiers or the neighbours or which may tend to depreciate the value of other Apartments or any part thereof;
2. The Purchaser shall use the Schedule C apartment only for Residential purposes;
3. The Purchaser shall become and remain a member of any society, Association or Co-operative Society or condominium under Apartment Ownership ACT (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, white washing, painting etc., in respect of the Building and to maintain roads, compound walls and all other common areas. For this purpose, the Purchaser will execute or authorize the second party or one of the office bearers of the organization to form Owners Association. The Purchaser will observe and perform the terms and conditions, bye-laws and the Rules and

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Regulations prescribed by such Association;

4. The Purchaser will use all sewers, drains and water lines now in or upon or hereinafter to be created 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 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 duly and punctually pay the proportionate share of Municipal taxes, rates and cesses, insurance charges, cost of maintenance and management of the building, like water, sanitation, electricity etc., salaries of the employees of the organization and other expenses in regard to the building and of the Housing Colony including Landscaped areas, gardens, terraces, play area, and all other amenities as may be determined by the Managing Committee of the organization from time to time. The liability for such share shall commence from the date when the apartment is ready for occupation, irrespective of whether the Purchaser take/s possession thereof or not. If the organization does not come into existence by the date the Apartment is ready, the Purchaser shall pay such share of taxes/expenses etc., to the Second Party, as may be determined by the Second Party;
6. The Purchaser shall keep the common areas, open spaces, parking areas, passages, lifts, staircases, lobbies , landscaped areas etc., free from obstructions and in a clean and orderly manner and not to encroach on any common areas, rubbish/refuse shall not be thrown out of the Apartment;
7. The Purchaser shall keep the apartment walls, drains, pipes and other fittings in good and habitable condition and in particular so as to support and protect the parts of the Building, other than the apartment of the purchaser and to carry out any internal works or repairs as may be required by the Managing Committee of the Organisation;
8. The Purchaser shall not make any additions or alterations or cause damage to any portion of the building or the Schedule 'C' apartment and not change the outside colour scheme, outside elevation/façade/décor of the building,
9. The Purchaser shall not alter or subscribe to the alteration of the name of the Building, which

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shall be known as **"SAMRUDDHI WINTER GREEN"**

10. The Second Party has the right to demarcate Garden areas, terrace areas, parking areas and basement areas out of the available common areas and to allot these areas to specific owners in the building or Schedule 'A' properties for their exclusive use and enjoyment. However, such Allottees will not have any right to put up any construction in these allotted common areas. The Purchaser shall not in any manner, object to or obstruct the use of these exclusive areas;
11. The Purchaser shall not park any vehicles in any part of the Schedule A property, except in the parking area specifically allotted and earmarked for the Purchaser.

IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hands and sealed on the day month and year first herein above written.

WITNESSES:

**Mr. B.A. NAGARAJ
(OWNER)**

1. Signature :
Name & Address

**Represent by its GPA Holder and on behalf
M/s. SAMRUDDHI REALTY LTD
Represented by its Authorized Signatory**

2. Signature :
Name & Address:

DEVELOPER

Drafted by:

PURCHASER/S

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