

AGREEMENT TO SELL

THIS AGREEMENT OF SALE, is made and executed on this the ____th day of _____ Two Thousand Seventeen (____/____/2017)

BETWEEN:

1. **SRI. G.R. SRINIVAS REDDY**, Son of Late G.A. Ramaswamy Reddy, Aged about 41 years,
2. **KUMARI DHANYASRI G.S**, Daughter of G.R. Srinivas Reddy, Aged about 14 years,
3. **KUMARI CHANDHANAPRIYA G.S**, Daughter of G.R. Srinivas Reddy, Aged about 9 years,
4. **KUMAR SUJAN REDDY G.S**, Son of G.R. Srinivas Reddy, Aged about 7 years,

Sl No. 2, 3 to 4 are being minors are represented by their father and natural guardian G.R. Srinivas Reddy

Represented by their GPA holder M/S. DHRITI PROPERTIES, A registered Partnership Firm, Having its Office at No. 14, 3rd Floor, Subhasri Complex, Outer Ring Road, Chinnapanahalli, Marathalli, Bangalore-560037. Represented by its Managing Partner **SRI. R. VIJAYA KUMAR REDDY**.

Hereinafter referred to as "**OWNER/VENDOR**"(which expression shall wherever the context so requires or admits, mean and include her successors-in-title and administrators and assigns) of the **One Part**:

AND

M/S. DHRITI PROPERTIES, A registered Partnership Firm, Having its Office at No. 14, 3rd Floor, Subhasri Complex, Outer Ring Road, Chinnapanahalli, Marathalli, Bangalore-560037. Represented by its Managing Partner **SRI. R. VIJAYA KUMAR REDDY**.

*Hereinafter referred to as the “DEVELOPER/BUILDER/CONFIRMING PARTY” which expression shall, wherever the context so requires or admits, mean and include, his successors-in-title and permitted assigns) of the **Second Part**;*

IN FAVOUR OF:

SRI.,

S/o.,

Aged about ___ years,

Residing at:

*Hereinafter referred to as **PURCHASER**, (which expression wherever it so requires shall mean and include all his/her/their heirs, legal representative, administrators, executors, assigns, nominees etc.) of the **OTHER PART**.*

WHEREAS, the owners confirm that, they are the absolute owners of all that piece and parcel of residentially converted land bearing Survey Number 14/3, measuring 4 Acres 26 Guntas situated at Chikkabellandur Village, Varthur Hobli, Bangalore East Taluk which is more fully described in the Item No. 1 to the Schedule-A hereunder

WHEREAS, the owners confirm that, they are the absolute owners of all that piece and parcel of residentially converted land bearing Survey Number 21, measuring 2 Acres 15 Guntas out of 2 Acres 28 Guntas situated at Chikkabellandur Village, Varthur Hobli, Bangalore East Taluk which is more fully described in the Item No. 2 to the Schedule-A hereunder

The Item No. 1 & 2 totally measuring to an extent of 07 acres 01 Guntas are collectively referred to as **SCHEDULE A PROPERTY**.

WHEREAS, the above said G.R. Srinivas Reddy, the party at Serial No 1 to the Vendors herein has acquired the Schedule A Property through the Registered Gift Deed dated 13.10.2014, vide Document No. VRT-1-02751/2014-15, stored in CD No. VRTD 231 in the Office of the Sub-Registrar, Varthur. Thereafter First Parties herein are enjoying the Property as joint owners.

WHEREAS, land in Survey Number 14/3, measuring to an extent of 4 Acres, 26 Guntas, situated at Chikkabellandur Village, Varthur Hobli, Bangalore East Taluk from agricultural to non-agricultural residential purpose. The Deputy Commissioner, Bangalore had issued an official Memorandum bearing no. ALN (EVH)SR 33/2014-15, dated 22.07.2014.

WHEREAS, the land in Survey Number 21, measuring to an extent of 2 Acres, 28 Guntas, situated at Chikkabellandur Village, Varthur Hobli, Bangalore East Taluk from agricultural to non-agricultural residential purpose. The Deputy Commissioner, Bangalore had issued an official Memorandum bearing no. ALN (EVH)SR 31/2014-15, dated 22.07.2014.

WHEREAS, the Vendor at Sl.No.1 got mutated the katha in his name in respect of land in Survey Number 14/3 in the revenue records of BBMP by paying the upto date tax and betterment fee. The BBMP had issued a katha certificate bearing Sl. No. 191, Sy. No. 14/3, Municipal no. 31, the Item.No.1 herein. As such the Vendor at Sl.No.1 herein became the absolute owners in peaceful enjoyment and lawful possession of the Item.No.1 herein.

WHEREAS, the Vendor at Sl.No.1 and R. Rajashekar Reddy got mutated the katha in their names in respect of land in Survey Number 21 in the revenue records of BBMP by paying the upto date tax and betterment fee. The BBMP had issued a katha certificate bearing Sl. No. 190, Sy. No. 21, Municipal no. 30. As such the Vendor at Sl.No.1 and Rajashekar Reddy herein became the absolute owners in peaceful enjoyment of Survey Number 21.

WHEREAS, the Vendors herein have executed the Joint Development Agreement on 20.10.2014, vide Document No. BNS-1-11827-2014-15, stored in CD No. BNSD334 and also executed the General Power of Attorney on 04.03.2015, vide Document No. BNS-4-00608/2014-15, stored in CD No. VRTD334, both registered in the office of the Sub-Registrar Banasavadi, Bangalore in favour of the Developer in respect of the Item No. 1 herein.

WHEREAS, the Vendors herein have executed the Joint Development Agreement on 20.10.2014, vide Document No. BNS-1-11826-2014-15, stored in CD No. BNSD334 and also executed the General Power of Attorney on 04.03.2015, vide Document No. BNS-4-00607/2014-15, stored in CD No. VRTD334, both registered in the office of the Sub-Registrar Banasavadi, Bangalore in favour of the Developer in respect of the Item No. 2 herein.

WHEREAS, the Vendor and Developer have formulated a scheme to put up residential Row House Villas in Schedule A Property known as **SKANDA AVANI C99** so as to promote and sell the same to intending purchaser/s, as per this scheme the Developer is entitled to construct an integrated multi-storied Row-House building/s as per the approved building plan.

WHEREAS, the Vendors and Developers who are intending to develop the Schedule Property have obtained approval from BBMP for construction of

residential Row-Houses building on 11.06.2015 vide order bearing No. BBMP LP/TMP/Ma Va/Com/50/2015-16.

WHEREAS, the Purchaser has understood the scheme of development of the Schedule A Property into a Row-Houses has/have agreed to purchase undivided share, right, title and interest in the Schedule A Property with an intention acquire, hold a House to be constructed in the Schedule A Property by the Developer.

WHEREAS, for the purpose of acquiring the absolute right, title and interest in the Row-House to be constructed in the Schedule A Property, it is necessary for the purchaser to own, hold, posses and enjoy proportionate undivided share, right, title and interest in the Schedule A Property with the other purchasers of undivided share in the Schedule A Property and the Row-Houses to be constructed thereon.

WHEREAS, the purchaser has satisfied himself with the title of the Vendors of the Schedule A Property and also the Sanction Plans, building specifications, structural designs and drawings and all approvals and permissions for the development of the Schedule A Property is desirous to get constructed a Row-House through the Developer as a common builder as per the Joint Development Agreement.

WHEREAS, the Purchaser has decided to purchase the ____ **sq ft** of undivided share in the Schedule A Property, which is more fully described in the Schedule B hereunder and hereinafter referred to as **SCHEDULE B PROPERTY** and agreed to get construct a Row House Villa bearing **No.** ____ in, measuring ____ **sq ft** of Built up consisting of Ground Plus First, Second and terrace floor area through the Developer as per the terms and conditions construction agreement executed by the Purchaser on this day in favour the developer, which is more fully described in the Schedule C hereunder and hereinafter referred to as **SCHEDULE C PROPERTY** and two Covered Car Parking space which is allotted by the Developer out of his share.

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

1. PRICE:

The First Party/ Vendors shall sell the Undivided share in the Schedule A Property which is more fully described in the Schedule B along with Row-House to be constructed in the Schedule A Property, which is more fully described in the Schedule C hereunder for a Sale Consideration of **Rs.** ____/- (**Rupees** _____ **Only**) (inclusive of Car parking),

shall be payable to the Vendors/First Party inclusive of Taxes, Deposits, all payments to be made for connections to BESCOM, Water & Sewage service, exclusive of Registration Charges, Stamp Duty, Occupation Certificate & Khata Charges as applicable which the Second Party/Purchaser agrees to pay and has agreed to purchase the same for the above said Sale Consideration, subject to the condition that there shall not be any escalation in the price for any reason whatsoever.

The Purchaser has paid advance Sale Consideration of **Rs.**
(Rupees only) to the Developer as common builder as follows:

- (a) **Rs./- (Rupees _____ only)** vide Cheque No. _____,

2. PAYMENT SCHEDULE:

The purchaser shall pay the balance said Sale Consideration as per the schedule of payments hereunder which shall form a part of this agreement and shall pay the remaining sale consideration to the Developer as per the Payment Schedule.

3. PURPOSE OF SALE:

The Sale of Schedule B Property shall be to enable the Purchaser to get constructed a Row-House described in the Schedule C herein through the Developer under the aforesaid scheme. The Developer shall alone have the right to construct the Schedule C Row-House. The Purchaser shall not object for construction of Row-Houses by the other Purchasers in “**SKANDA AVANI C99**” or subsequent phases. The Purchaser shall not be entitled to question the sale price that will be settled between the Vendor, Developer and Purchasers of rest of the Row-Houses to be constructed on the Schedule ‘A’ Property.

4. PAYMENT OF TAXES, DEPOSIT ETC.,

- (i) The purchaser shall be liable to pay the property taxes, cesses and all other outgoings in respect of Schedule B Property and the Schedule C Row House Villa from the date of readiness for occupation, viz., date of the Occupation Certificate from the Builder, of the Schedule C Row-House for which a notice is received from the Vendors, whether or not the purchaser has taken possession of the Schedule C Row-House.

- (ii) The purchaser shall pay to Developer, BESCOM deposits, Water & Sewage service deposits. The purchaser shall also pay to the Developer all the charges, levies and other taxes that may be levied or imposed and sought to be demanded and recovered by the municipal corporation, Bruhat Bengaluru Mahanagar Palike, Bangalore Development Authority and /or any department of the Government or any other public authorities in respect of the schedule A property and construction of the multistoried building thereon, and the Schedule C Row-House, either before, at or after delivery of possession of the Schedule C Row-House, in proportion to the respective undivided shares in the Schedule A Property and the Built-up area of the Schedule C Row-House.
- (iii) The purchaser shall also bear all expenses and costs towards the stamp duty, registration and legal charges in respect of this agreement and the absolute deed of sale and all other incidental costs and expenses.

5. LEGAL CHARGES:

The Purchaser/Second Party shall be liable to pay all such amounts as may be demanded by the First Party and Developer towards getting the necessary documents prepared for completing the legal formalities for conveying the Row-House, car parking, together with the undivided right, title and interest in the Schedule A Property.

6. EXPENSES FOR GETTING KHATAS BIFURCATED:

All expenses that may be incurred in the matter of getting the Khata of the Schedule C Row-House in favour of the Purchaser/Second Party shall be borne and paid by the Purchaser/Second Party.

7. CONSTRUCTION AGREEMENT:

As stated above, the sale of the Schedule 'B' Property has enabled the purchaser to get constructed the Row-House described in the Schedule C through the Developer and own the same. The purchaser has accordingly entered into a construction Agreement this day with the Developer for construction of Schedule C Row-House on the terms and conditions set out therein. The Construction Agreement between the Developer and the Purchaser and this Agreement shall be treated as part and parcel of one transaction and the construction agreement and this Agreement are complimentary to each other and co-terminus. The termination of either of these Agreements will result in termination of the other agreement without

having to independently and separately terminate the same.

8. DEFAULT CLAUSE :

- (a) Time is of essence, subject to progress in the construction of the building/Row-House and hence the balance of the sale consideration payable as per payment schedule as per Annexure-I by the purchaser to the Developer voluntarily without any demand being made by the Developer. If the Purchaser commits default to pay any of the installments, the Purchaser shall be liable to pay an interest @ 18% per annum for such delays.
- (b) If any sum remains unpaid for a period of more than 30 days from the date it was due and payable and/or commits a breach of the terms and conditions of this agreement, the Vendor may terminate this agreement. In the event of the termination of this agreement, the Vendor shall repay the amounts received till such date by them in pursuance of this agreement to the purchaser without interest and after deducting a sum equal to 20% of the total sale consideration as liquidated damages and same shall be payable on resale of the Schedule C Row-House to anyone else at their discretion.

9. CANCELLATION OF ALLOTMENT OF ROW HOUSE VILLA:

If for any reason whatsoever Purchasers are at liberty and have the right to cancel the allotment of Row House Villa and booking, in their discretion. In such event, the amount received by them will be refunded at deduction of 20% on the total value consideration. It is mutually agreed between Vendor and Purchaser that in such event, Vendor will refund the remaining amount within one week of cancellation.

10. BUILDER'S LIEN :

The Developer, the common builder shall have the first charge and lien on the Schedule B Property and the Schedule C Row-House, until the purchaser pays the entire sale consideration and all other charges, deposits etc., referred to in this agreement and also complies with all the terms and conditions of this agreement.

11. OBLIGATIONS/DUTIES OF THE PURCHASER:

- (i) The purchaser shall be entitled to the schedule B property, as a co-owner

along with the other purchasers of undivided shares in the schedule A property.

- (ii) The purchaser shall not have any objection whatsoever to the use of the schedule A property by the other co-owners or any one claiming through them.
- (iii) The purchaser shall not ask for partition or separate possession of the schedule A Property.
- (iv) The purchaser shall not claim or demand any severance or separate performance of any individual term or provision of this agreement without being bound and liable at the same time to perform the rest of the terms and conditions of this agreement.
- (v) The purchaser shall not seek severance of the undivided share in the schedule A property from the schedule C Row-House, as the schedule B property and the schedule C Row-House shall be held or dealt with together at all times and not separately.
- (vi) The purchaser shall not question the land price and the Row-House price that may be collected by the Vendor and Developer from the other purchasers of Row-Houses.

12. COMMON AREAS:

- (i) The common areas forming part of the schedule A property and building thereon, namely, the land comprising of the recreational areas, garden areas, internal access roads and drive ways, etc. shall be enjoyed commonly by all the Row-House owners, except the reserved car park/terrace.

13. MEMBERSHIP OF OWNER'S ASSOCIATION:

- (i) The purchaser shall become a member of the owners association to be formed under the law in force as and when called upon by the Vendor/Builder and shall observe and perform the terms and conditions, bye-laws, rules and regulations of the said association.
- (ii) The said association will maintain the common amenities, pay for the common expenses, pay taxes of the building, look after the welfare, maintenance and repairs etc., of the Row-House complex and the machinery and facilities and fittings installed thereat.
- (iii) The purchaser shall pay such deposits, costs, charges, registration fee and such other expenses as may be required for the formation of the Row-House owners' association and other formalities for obtaining registration of deeds of declaration, if any, of the Row-Houses including the professional fees and charges and for other matters incidental thereto.

- (iv) Before taking possession of the Schedule C Row-House, the Purchaser/s shall be liable to deposit maintenance charges with the Builder towards his/her/their share of maintenances of common amenities & Common expenses for a period of first 1 year and thereafter Builder will hand over the maintenance to the Owners Association to be formed by the Builder.

14. TRANSFER OF RIGHTS BY THE PURCHASER:

The purchaser may, with the consent in writing of the Vendor/Builder, transfer or assign or convey his/her/their rights under this agreement to any other person upon payment of all the monies due and payable under this agreement to the Vendor and upon payment of the transfer fee of Rs.100/- per sqft of the Sale Consideration to the Vendor.

15. MAINTENANCE:

- (i) The purchaser shall maintain the front, the side and the rear elevations of the Row-House in the same form as the Builder have built and shall not at any time alter the elevations in any manner whatsoever without the consent in writing of the Builder or the association of Row-House owners, as the case may be.
- (i) The purchaser shall, from the date of taking possession of the schedule C Row-House, maintain the schedule C Row-House at his own cost in a good and tenantable condition and shall not do, or suffer to be done, anything in or to the schedule C Row-House and/or common passages which may be against the municipal bye-laws and/or the terms and conditions of this agreement and/or the rules and byelaws of the Row-House owners' association.

16. INSPECTION OF DEEDS AND DOCUMENTS:

The purchaser affirms that the purchaser has taken inspection of the photo copies of the title deeds, documents, approvals, permissions and the sanctioned building plan given by various authorities and the architectural and structural drawings and building specifications relating to schedule A property and the building to be put up thereon and is satisfied about the same. The Vendor assures the Purchaser that they have not created any charge on the Schedule-A property and that all Original documents and deeds are in their safe custody and that the Vendor shall hand over all ORIGINAL documents/deeds/approved plans etc. to the Association of Row-House Owners as soon as it is formed and the said Association shall be the custodian of the Original documents/deeds thereafter.

17. SPECIFIC PERFORMANCE:

Either party shall have the right to enforce specific performance of this contract.

18. NAME OF THE BUILDING:

The residential Row-House building complex to be constructed on the schedule A property shall always be known as **“SKANDA AVANI C99 ”** and the same shall not be changed or altered on any account whatsoever, unless so desired by the developer.

19. SCHEDULES:

The particulars, description, details, rights, restrictions, duties and obligations mentioned in the schedule A to G hereunder and the schedule of payments shall be read as a part of this agreement.

20. DISPUTE RESOLUTION:

All disputes and differences arising between the parties relating to this agreement on any matter whatsoever shall be settled by reference to arbitration in accordance with the provision of the Arbitration and Conciliation Act, 1996 and any modifications thereof. The venue of the arbitration shall be Bangalore, and the language shall be English only. The law courts at Bangalore shall have exclusive jurisdiction to entertain any petitions/applications relating to the arbitration proceedings between the parties hereto.

21. CUSTODY:

This Agreement is executed in two sets, Original is retained by the Purchaser and the Duplicate copy will be with the Vendor.

22. The **“VENDOR/PROMOTER/DEVELOPER”** has availed construction finance from LIC Housing Finance Ltd” by mortgaging the schedule ‘A’ property with them. Therefore, all the consideration towards purchase of the Row House Row House Villa shall be issued in the name of “Dhriti Properties” Escrow Account No. 916020009175905, held with the Axis Bank, Marathahalli Branch, Bangalore.

23. The **“VENDOR/PROMOTER/DEVELOPER”** further undertakes that, before registering the sale deed in the name of purchasers, they will get the lien clearance certificate from LIC Housing Finance Ltd.

SCHEDULE A PROPERTY

Item No. 1

All the piece and parcel of the residentially converted land measuring to an extent of **4 Acres** 26 Guntas in Survey No 14/3, situated at Chikkabellandur Village, Varthur Hobli, Bangalore East Taluk and bounded on:

Boundaries			
East	West	North	South
Remaining land in Survey No 14/3	Survey number 18	Survey No 15 and 16;	Survey No 21 and Road

Item No. 2

All the piece and parcel of the residentially converted land measuring to an extent of 2 Acres 15 Guntas out of 2 Acre 28 Guntas in Survey No 21, situated at Chikkabellandur Village, Varthur Hobli, Bangalore East Taluk and bounded on:

Boundaries			
East	West	North	South
Remaining land in same Survey No 21	Survey Number 20	Survey Number 14/3	Remaining land in the same Survey Number 21

SCHEDULE B PROPERTY

(Undivided share in Schedule 'A' Property agreed to be purchased by the purchaser) ____ Sq feet of undivided share, right, title and interest in the Schedule A property mentioned above.

SCHEDULE C PROPERTY

(Description of the Row-House to be built for the purchaser)

Row-House bearing **No...** having a Built-up area of ____ **sq feet**, consisting of Ground Plus First, Second and terrace floor in the multistoried Row-House building complex known as **"SKANDA AVANI C99 "** to be constructed on the Schedule A Property, along with **TWO** exclusive ear marked Covered Car Parking space.

Built-up area means and includes the exclusive floor-area of each Row-House unit and the proportionate areas covered by common walls, passages, stairs, lift well and rooms, water, drainage and electrical conduits and other areas used in

common with purchasers of other Row-Houses.

SCHEDULE 'D'
(Specification of the layout and the schedule C Row-House)

1. R.C.C. framed structure with cement Solid or cellular blocks.
2. Anti-Termite treatment will be done to the entire plinth.
3. **Flooring :**

Row House:

- Foyer / Living / Dining/ Kitchen : Granite / Marble.
- Kitchen / Balcony & Utility : Non-slip Ceramic tiles.
- Bedrooms : Wooden flooring.

Toilets:

- Flooring : Ceramic tiles.
- Dado : Glazed/ceramic tile dado up to 8ft height.

4. **Kitchen :**

- Black granite kitchen counter/Platform with stainless steel sink with single bowl and single drain board.
- Hot & cold sink mixer -1 No.
- Provision for water heater.

5. **Toilets (Except for servant toilet):**

- a. Chromium Plated Fittings - Kohler or equivalent.
 - Pillar Cock 1 No. for the wash basin.
 - Wall mixer with CP shower units in bath area for all toilets.
- b. Health faucet.
- c. Ceramic Fittings – Hindustan /Parry ware/equivalent in Half-white.
 - Wash basins for all toilets with CP coated coupling and bottle trap.
 - Wall hung European Water Closet for all the toilets.

6. **Doors :**

- Entrance door – in teakwood frame with teak wood panel polished designer door shutter.
- Bedroom door – in hardwood frame with solid core kuty flush or equivalent single shutter.
- Toilet door – in hardwood frame with both side commercial flush shutter resin coated.
- Door from living to balcony – 2.5 Track PVC sliding doors with mosquito mesh shutter.

a) **Windows** : UPVC windows with 2.5 track glazed sliding shutters with mosquito mesh and safety grill.

b) **Ventilators** : UPVC ventilators.

7. Painting :

- Exterior finish with long lasting paints like ACE / Apex or equivalent.
- Internal walls with Plastic Emulsion paint, Ceiling with Oil Bound Distemper.
- Internal Doors with Synthetic Enamel paint of Gloss/ matt finish.

8. Plumbing and Sanitary lines :

- Salt Glazed Stoneware lines for sewage disposal & G I [Class – B] water lines for water supply.
- PVC / OPVC.

9. Electrical: Roma / Anchor Modular Switches.

Cables, KIE (Standard ISI Mark Cables).

**SCHEDULE ‘E’
(Rights of the purchaser)**

- (i) Right and liberty to the purchaser in common with all other persons entitled, permitted or authorized, at all times of the day or night, and, for all lawful purposes to go, pass and re-pass over all the common areas like lobbies, terraces, lifts, staircases and passages inside and outside the multistoried building and on the common areas in the schedule A property.
- (ii) Right to subjacent and lateral support and shelter and protection to each of the Row-Houses in the building from the other parts of the multistoried building and from the side and the roof thereof.
- (iii) Free and uninterrupted passage of running water, sewerage, soil, gas,

electricity and communications from and to the Row-House through sewers, drains and water courses, pipes, cables and wires which are now, or may at any time hereafter be, in, under or passing through the multistoried building or any part thereof.

- (iv) Right of passage to the purchaser and the purchaser's agents or workmen to the other parts of the multistoried building and the appurtenant land at all reasonable times, and upon notice, for the purpose of repairing, cleaning, maintaining or renewing any sewers, drains and water courses, cables, pipes and wires and other common amenities and facilities without causing any damage and upon making good any damage caused to the other Row-Houses and/or common amenities and without causing any disturbance to the other Row-House owners.
- (v) Right to lay cables or wires through common walls or passages for telephone installation, video and computer and other installations; however, respecting the equal rights of the other Row-House owners.
- (vi) Right to the purchaser his servants, workmen in common with all other Row-House owners and their agents, at all reasonable times and upon notice, to enter into and upon other parts of the multistoried building for repairing, maintaining, renewing the schedule C Row-House or any part of the multistoried building giving subjacent or lateral support, shelter or protection to the said Row-House or any part thereof.
- (vii) Right to do all or any of the acts aforesaid without notice in cases of emergency.

SCHEDULE 'F'

(Restriction on the rights of the purchaser)

The purchaser so as to bind himself, his successors-in-title, heirs, legal representative and assigns and any one claiming through or under him and with a view to promoting and protecting his rights and interest as the owner of the schedule C Row-House and in consideration of the covenants of the developer binding on the owners of the other undivided shares in the schedule A property and the construction thereon, hereby agree to the same and is bound by the following covenants:

- (i) The purchaser shall not raise any construction in addition to that mentioned in schedule C above.
- (ii) The purchaser shall not use or permit the use schedule C Row-House in a manner which would diminish the value or the utility of the building, pipes, cisterns, cables and wires and the like common facilities and amenities provided in the schedule A property and/or in the building put up thereon.
- (iii) The purchaser shall not use the space in the land described in schedule A above left open after the construction of the multistoried building for

- parking of any heavy vehicle or to use the same in any other manner which might cause hindrance for the free ingress to, or egress from, any other part of the multistoried building, except as provided for in the agreement.
- (iv) The purchaser shall not default in the payment of any taxes or levies and expenses and all other outgoings to be shared along with the other owners of Row-Houses on the schedule A property or any specified part thereof.
 - (v) The purchaser shall not decorate or paint the exterior parts of the multistoried building otherwise than in a manner laid down by the developer.
 - (vi) The purchaser shall not make any separate arrangements for the maintenance of the Row-House building complex or for ensuring the common amenities therein for the benefit of all concerned other than that agreed to by the Row-House owners' association. Till such arrangements are made by the Row-House owners' association in the Row-House complex as aforesaid, the arrangements made by the developer shall be utilised and paid for proportionately by the purchaser.
 - (vii) The purchaser shall not keep stock or display any goods, wares advertisements or signboards or any other material in the common areas.
 - (viii) The purchaser shall not put up any name board, sign board or any other logo or electrical fittings on the exterior of his Row-House or on the exterior walls of the multistoried building
 - (ix) The purchaser shall not do any act or deed that may spoil the appearance of the multistoried building and shall not cause any obstruction or nuisance or hindrance to the owners of the other Row-Houses.
 - (x) The purchaser shall not make any aperture or openings for exhaust fans or air conditioners on the exterior walls of the schedule C Row-House.
 - (xi) The purchaser shall require every person, who may become the owner of the schedule C Row-House, to undertake and observe the restrictions set forth –in this agreement and in the bye-laws and rules of the Row-House owners' association.
 - (xii) The Purchaser shall not Raise any dispute or call in question the use of the roads in for the purpose of egress and ingress to the 'club house' and/or the organizing of events, seminars, functions, ceremonies and other activities in the 'Club House' by the Vendor/Builder or their assignees/ nominees/ agents/transferees for the members of the 'Club house' and/ or third parties.

SCHEDULE 'G'

The purchaser in proportion to his shares in the schedule A property along with the other owners of Row-House in proportion to their share, shall be deemed to have accepted the following conditions and to have contracted to bear the following expenses:

- (i) All rates and outgoings payable in respect of the schedule A property and

the Row-House building complex put up thereon.

- (ii) All expenses towards routine maintenance including painting, whitewashing, cleaning etc., and provision of the common services to the Row-House building complex as set out below :-
 - a. Maintenance of lifts, if any, pump-sets and other machineries, water, sanitary and electrical lines common to the Row-House building complex
 - b. Payment of electrical, water and sewerage charges for common services
 - c. Replacement of bulbs and electrical fittings in corridors and common passages and lobbies and other common areas.
 - d. Maintenance of potted plants and landscaped areas and gardens in the schedule A property
 - e. Provision of watchmen, pump-operators and security personnel and other office personnel.
 - f. The purchaser shall have no objection whatsoever to the Builder handing over the common areas and facilities to the association of Row-House owners as soon as the same is formed. Till such time the association is formed, the purchaser shall have no objection to the developer maintaining the common areas and facilities and collecting the proportionate cost from the purchaser.
 - g. The purchaser shall be liable for the charges for common amenities and charges for water, rent, electricity and water from the date of communication by the developer to the purchaser of the readiness to hand over possession of the schedule C Row-House.
- (iii) If the purchaser defaults in making payments due for any common expense, benefits or amenities as above the developer or the association of Row-House owners, as the case may be, shall have the right to remove such common benefits or amenities, facilities, services including electricity and water connection from the enjoyment of the purchaser for the period of such default.
- (iv) No Row-House owner shall refuse to pay towards the maintenance of common amenities, facilities and services and/or repairs to and replacement of machinery, employed for operating the common amenities, whether or not he makes use of such amenities or facilities or services.

IN WITNESS WHEREOF the parties above named have signed this agreement on the date, the month and the year first mentioned above.

CONFIRMING PARTY: For M/S. DHRITI PROPERTIES REPRESENTED BY ITS MANAGING PARTNER SRI. R. VIJAYA KUMAR REDDY		G.R. SRINIVAS REDDY KUMARI DHANYASRI KUMARI CHANDHANAPRIYA KUMAR SUJAN REDDY G. REP BY THEIR GPA HOLDER M/S. DHRITI PROPERTIES REPRESENTED BY ITS MANAGING PARTNER SRI. R. VIJAYA KUMAR REDDY VENDORS	
WITNESSES: 1. 2.	PANCARD NUMBER	SIGNATURE OF THE PURCHASER	
		SRI.	

Annexure "A"
Payment Plan for Sale Agreement

Particulars	Details	Amount
Row House Villa Built up Area (Sqft)	3142	
Price Rs. sqft	5500	
Basic Cost		
Club House		
Maintenance Deposit		
Bescom, Water, Sewage service & Generator		
Vat & Service Tax		
Maintenance Cost (per year)		
Legal Charges & Documentation		35000
Total		35000
(Rupees _____ Only)		

Details of Sale Agreement & Construction Agreement Cost

Sale Agreement - Rs. __, __, __.00

Construction Agreement - Rs. __, __, __.00

Sl. No.	Payment Schedule	Payment Payments	Amount	Dates
1.	At the time of Agreement including Booking Amount			
2.	At the time of Foundation			
3.	At the time of Ground Floor Slab			
4.	At the time of First Slab			
5.	At the time of Second Slab			
6.	At the time Plastering, Painting & Electrical Wiring			
7.	Final Finishing and handover			
	Total	100%		