

## **AGREEMENT TO SELL CUM CONSTRUCTION AGREEMENT**

**THIS AGREEMENT OF SALE**, is made and executed on this the \_\_\_\_<sup>th</sup> day of  
\_\_\_\_ Two Thousand and Seventeen (\_\_\_\_/\_\_\_\_/2017) at Bangalore:

### **BETWEEN:**

1. **SMT. U. ANITHA REDDY**, Wife of Sri. U. Yeshwardhan Reddy, Aged about 38 years, Residing at No. T-401, Red Wood Apartments, Haralur Road, Off Sarjapura Road, Bangalore - 560102;
2. **SMT. M. PALLAVI REDDY**, Wife of Sri. M. Rajendra Reddy, Aged about 36 years, Residing at No.T-406, Red Wood Apartments, Haralur Road, Off Sarjapura Road, Bangalore - 560102;
3. **SMT. SUMA B. N.**, Wife of Sri R. Venkatesh, Aged about 38 years, Residing at No. 356, 3<sup>rd</sup> Cross, BEML Layout, Tubarahalli, White Field Post, Bangalore-560066;

All are represented by their GPA Holder "**VIVANSAA BAALSAM**", a Partnership Firm, having its registered office at No. 88, First Floor, 17<sup>th</sup> Cross, 14th main, IV Sector, HSR Layout, Bangalore – 560034, represented by one of its Partners **Sri Vijay Omprakash Agarwal**.

Hereinafter referred to as **OWNERS/FIRST PARTY**, (which expression shall, unless repugnant to the context or meaning thereof, mean and include their successors-in-interest and permitted assigns, etc.) of the First Part;

**AND**

**“VIVANSAA BAALSAM”**, a Partnership Firm, having its registered office at No. 88, First Floor, Renuka Nilaya, 17th Cross, 14<sup>th</sup> main, IV Sector, HSR Layout, Bangalore – 560034, represented by one of its Partners **Sri. Vijay Omprakash Agarwal**.

Hereinafter referred to as **DEVELOPER/SECOND PARTY**, (which expression shall, unless repugnant to the context or meaning thereof, mean and include their successors - in - interest and permitted assigns, etc.) of the Second Part;

**IN FAVOUR OF:**

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Hereinafter referred to as **PURCHASER/S**, (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 Vendors are at Sl.No.1 & 2 confirms that, they are the Absolute Owners of all that piece and parcel of residentially converted land bearing Survey Number 82/2, measuring to an extent of 48 Guntas out of 2 Acres 6 Guntas, situated at S Medahalli Village, Sarjapura Hobli, Anekal Taluk, which is more fully described in the **Item.No.1** of the Schedule A hereunder;

**WHEREAS**, the Vendor at Sl.No.3 confirms that, she is the Absolute Owner of all that piece and parcel of residentially converted land bearing Survey Number 82/2, measuring to an extent of 38 Guntas out of 2 Acres 6 Guntas, situated at S Medahalli Village, Sarjapura Hobli, Anekal Taluk, which is more fully described in the **Item.No.2** of the Schedule A hereunder;

**Item No. 1 & 2 are collectively referred to as SCHEDULE A PROPERTY.**

**WHEREAS**, the Vendor at Sl.No.1 & 2 herein have acquired, the Item.No.1 to the Schedule A Property, through the registered Sale Deed, dated 14/03/2014, vide document bearing No.BSK-1-13467-2013-14, in Book I, Stored in CD. No. BSKD259 and registered in the office of Sub Registrar, Banashankari and have paid up to date taxes in respect of the Schedule Property, to the concerned authority;

**WHEREAS**, the Vendor at Sl.No.3 herein have acquired, the Item.No.2 to the Schedule A Property, through the registered Sale Deed, dated 14/03/2014, vide document bearing No.BSK-1-13466-2013-14, in Book I, Stored in CD.No.BSKD259 and registered in the office of Sub Registrar, Banashankari and have paid up to date taxes in respect of the Schedule Property, to the concerned authority;

In the said manner, the **OWNERS** have become the Absolute Owners of the Schedule Property;

**WHEREAS**, the Vendors have entrusted the Schedule A Property to “**VIVANSAA BAALSAM**”, a Partnership Firm, having its registered office at No. 88, First Floor, 17<sup>th</sup> Cross, 14<sup>th</sup> Main, IV Sector, HSR Layout, Bangalore-560034, represented by one of its Partners Sri Vijay Omprakash Agarwal, the Developer herein, for development of the same on joint development basis in terms of a Joint Development Agreement dated 16.04.2014 registered as Document No. 152/2014-15 in Book-I and stored in CD No. SRJD145 in the office of the Sub Registrar, Sarjapura (hereinafter referred to as ‘Principal Development Agreement’) and simultaneously executed a General Power of Attorney dated 16.04.2014 registered as Document No. 20/2014-15 in Book-IV and Stored in CD No. SRJD145, in the office of the Sub Registrar, Sarjapura, in favour of the Developer, for the purposes of construction, to enter into agreement of sale and also for execution of sale deed by way of conveying undivided title and interest, proportionate constructed area of the Developer’s share in the Schedule A Property in favour of intending purchasers.

**WHEREAS**, under the said Registered Joint Development Agreement entered into between Vendor and Developer herein, the developer has formulated a scheme to put up residential apartment in schedule A property 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 apartment building/s with ground plus upper floors, covered car parking lots, common entrances, staircases, lifts passages etc., and the said building hereinafter referred to as “**VIVANSAA BAALSAM**” and sell the apartments together with proportionate undivided share in Schedule A Property that fell to the share of the Developer as per the terms of the Joint Development Agreement and Supplementary Joint Development Agreement. The Developer has applied for and received all approvals required to develop the Apartment Complex as per approved plan vide No. 22/1101/14-15 Dated 20/05/2016 issued by the Anekal Planning Authority.

**WHEREAS**, the Purchaser herein has understood the scheme of development of the Schedule A Property into a multistoried Building Complex and has/have agreed to purchase undivided share, right, title and interest in the Schedule A Property with an intention to acquire, hold a flat to be constructed in the Schedule A Property by **THE VIVANSAA BAALSAM**.

**WHEREAS**, for the purpose of acquiring the absolute right, title and interest in the flat 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 flats 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 and is desirous to get constructed a flat through **VIVANSAA BAALSAM** as a common Developer 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 flat through **VIVANSAA BAALSAM** bearing No. \_\_\_\_\_ on \_\_\_\_\_ Floor, BHK- \_\_\_\_\_ in \_\_\_\_\_ Wing, measuring \_\_\_\_\_ Sq. Ft of Super built up area, which is more fully described in the Schedule C hereunder and hereinafter referred to as **SCHEDULE C PROPERTY** and one Covered Car Parking space fallen to the share of the Developer as per the Sharing Agreement dated entered into between the parties herein.

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

**1. PRICE:**

The Vendors shall sell the Super Built-Up area along with Undivided share in the Schedule A Property which are more fully described in the Schedule B and C for a Sale Consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only), of which

Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only), towards Land Cost shall be payable to the Developer/Confirming Party and Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only), towards Construction Cost (inclusive of Car Parking charges) shall be payable to the Developer / Confirming Party and the Purchaser has agreed to purchase the same for the above said Sale Consideration. The Purchaser has paid advance Sale Consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) in the

following manner:

a. Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only), through cheque / DD / RTGS / NEFT / Cash bearing No. \_\_\_\_\_, dated \_\_\_\_\_, drawn on \_\_\_\_\_ Bank, \_\_\_\_\_ Branch, \_\_\_\_\_.

b. Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only), through cheque / DD / RTGS / NEFT / Cash bearing No. \_\_\_\_\_, dated \_\_\_\_\_, drawn on \_\_\_\_\_ Bank, \_\_\_\_\_ Branch, \_\_\_\_\_.

c. Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only), through cheque / DD / RTGS / NEFT / Cash bearing No. \_\_\_\_\_, dated \_\_\_\_\_, drawn on \_\_\_\_\_ Bank, \_\_\_\_\_ Branch, \_\_\_\_\_.

Stamp duty, registration charges, scanning charges, local body tax and miscellaneous for this Agreement along with the present and future applicable taxes, fines, charges and surcharges if any as may be applicable and payable at the time of execution of these presents and in future after execution of this Agreement, shall exclusively borne/paid by the Purchaser/s on their own without any delay.

Provided that any deduction of an amount made by the Purchaser/s on account of Tax Deduction at Source (TDS) as may be required under prevailing law while making any payment to the Developer under this Agreement shall be acknowledged/credited by the Developer, only upon the Purchaser submitting original tax deducted at source certificate and the amount mentioned in certificate is matching with Income Tax Department site. Provided that at the time of handing over the possession of the Schedule C flat, if any such certificate is not produced, the Purchaser shall pay equivalent amount as interest free deposit with the developer, which shall be refunded by the Developer on Purchaser producing such certificate within 3 months from the date possession. Provided further that in case the Purchaser/s fails to produce such certificate within the stipulated time of 3 months, the Developer shall be entitled to appropriate the said deposit against the receivable from the Purchaser/s.

In addition to the agreed consideration and other charges mentioned hereinabove, the SERVICE TAX, VAT, LBT/GST or any such direct or indirect tax, present or future payable to the Central Government/State Government/Local Authority or any other Government/Semi Government Authority or any additional taxes, charges, levies as and when levied on the sale of the Schedule C flat arising out of this transaction shall be borne and paid by the Purchaser alone without making the Developer anyway liable or responsible for the same. It is hereby specifically agreed by the parties that the liability of Purchaser/s to pay the above the SERVICE TAX, VAT, LBT/GST or any such direct or indirect taxes shall remain in force even after the Developer have handed over the possession of the Schedule C flat. The Purchaser shall keep the Developer indemnified from all such liabilities, responsibilities and payments forever. The Purchaser/s has hereby agreed to execute separate Indemnity bond/s for this purpose before taking the possession of the Schedule C Property.

## **2. PAYMENT SCHEDULE:**

The purchaser shall pay the above 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 as per the Payment Schedule.

The Purchaser shall make payment to the Developer through DD or local cheque. If the Purchaser makes the payment by outstation cheque then the date of payment shall be

treated as and when the amount is duly credited to the account of the Developer and to the extent the amount as is left for the credit after deduction of the commission/service charges of the bank if any.

### **3. NAME OF THE PROJECT**

Notwithstanding anything contained anywhere in this agreement or otherwise, the scheme being implemented on the said land shall always be known and called as **VIVANSAA BAALSAM** and the same shall not be changed ever.

### **4. PURPOSE OF SALE:**

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

### **5. CONTRACT FOR CONSTRUCTION:**

The Developer agrees to construct the Schedule ‘C’ flat in Schedule “A” Property as per specifications in Schedule ‘D’ herein on behalf of Purchaser/s. The Purchaser has/have expressly given consent and empowered the Developer to consider necessary or as may be required by any public authority to be made in such plans or constructions as may be necessitated due to exigencies but without substantially altering the size of the Flats or its external dimensions.

### **6. SPECIFICATIONS:**

The specifications of construction of Schedule ‘C’ Property agreed between the Purchaser and the Developer are detailed in Schedule ‘D’ to this Agreement and the Developer agrees to construct the Schedule ‘C’ Property in accordance with the said specifications subject to Clause 4 above.

### **7. COST OF CONSTRUCTION:**

The cost of construction of the Schedule ‘C’ Property is as stipulated in the Schedule D hereto. In case of variation in the area of schedule ‘C’ Property, proportionate variation will be made in cost of construction.

Any modifications/changes in the specifications provided under this Agreement would not be allowed without prior written consent of Developer and if the said consent is given, it shall be on mutually agreed terms to be recorded in writing on additional cost and time for completion of the same and in which case the time stipulated for

completion of construction of the Schedule 'C' Property stands extended automatically. Any changes/modification in the floor plan annexed to this agreement will be altered with the consent of the Developer in writing, except the location.

## **8. 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 Flat from the date of readiness for occupation of the Schedule C Flat for which a notice is received from the Vendors/Developer, whether or not the purchaser has taken possession of the Schedule C Flat.
- (ii)** The purchaser shall pay to **VIVANSAA BAALSAM**, BESCOM deposits, BWSSB deposits, corporation taxes, expenses for the bifurcation and registration of the Khata in his/her/ their names.
- (iii)** The purchaser shall also pay to **VIVANSAA BAALSAM** 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 Palika, 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 Flat, either before, at or after delivery of possession of the Schedule C Flat, in proportion to the respective undivided shares in the Schedule A Property and the Super Built-up area of the Schedule C Flat.
- (iv)** The Purchaser shall also pay and share proportionately the charge and the cost of installation of the electric transformer, the water and sewerage mains and apparatus and equipment.
- (v)** 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.

## **9. INSPECTION:**

The Vendors and Developer agrees to permit the Purchaser to have access at all reasonable times to the work while under construction and to inspect the same. But the Purchaser shall not have the right to obstruct or interfere or hinder the progress in development and/or construction on any ground and at any time. In the event of dispute in regard to the rate of progress and/or quality of construction of schedule 'C' property, the decision of the Architects of the project is final and binding on both parties.

## **10. USE OF FSI/TDR/FAR**

It is hereby declared that all sanctioned plan/s has / have been shown to the Purchaser/s and the floor space index (FSI) available is shown in the said plan/s. The Developer shall be entitled to use the present unutilized and/or additional built up area /FSI/TDR/land

potential in respect of the said land in any other land by floating FSI and/or in the same land as and when the same is permitted either by way of construction of new buildings or extension of the buildings which are presently permitted. Likewise the Developer shall also be entitled to use FSI pertaining to other land/s in this land as and when permitted by authority. In this Agreement, the word FSI or Floor Area Ratio as stated here in should have the same meaning as understood by the Planning Authority under its relevant Building Regulations or Byelaws. The residual F. A. R. (FSI), if any, not sanctioned at the time of commencement certificate issued in relation to the said land shall be available to the Promoter before or after conveyance to an Association of Apartment Owners of flat holders of the said land and also by virtue of amendment/s of D. C. rules and / or F. S. I. made available by way of floating F. S. I. or by way of transferable development rights (TDR) of any other land may be utilized by the Promoter in the said land as they may decide. The Purchaser/s has / have hereby given his/her/their irrevocable consent to the Developer who shall be entitled to revise the plans, get them sanctioned from BMRDA, construct the additional units, buildings permitted by the concerned authorities and to allot/sell them to various persons. The Purchaser/s shall have no objection for the said new allottees to be admitted as members of the Association of flat holders. The Association of the flat holders shall get the new transferees admitted as its members. Notwithstanding any thing contained in this Agreement the Promoter shall be entitled to utilize any balance and/or additional FSI and/or TDR/land potential as stated herein above on any open area and/or on terraces above the building/s either prior to or after completion of building/s and even after conveyance of the said land. The Promoter shall also be entitled to transfer or assign the said right/s to any other person. The said land and/or building/s shall be conveyed subject to such right, always being with the Developer or his assigns. It is also understood and agreed by and between the parties hereto that the Promoter or his assignees shall have right to construct flats on the top terrace against FSI of road widening area, FSI of internal roads, TDR or any other FSI. In case the land or any portion of the said land is acquired by any authority before execution of the conveyance, then the Developer alone shall be entitled to take compensation for the same or get F. S. I. /T. D. R. in lieu of compensation.

## **11. COMPLETIONS AND DELIVERY OF POSSESSION:**

The possession of the Flat in Schedule "C" will be delivered by the Developer to the Purchaser/s on or before 31st July 2019 with a grace period of 6 months, provided the Purchaser/s comply with the payment schedule and with the obligation herein. Though every effort will be made to obtain electrical, water and sanitary connections within the stipulated time to Schedule 'C' property, no responsibility will be accepted by the Developer for delays in obtaining such connections, clearance, Certificate from the statutory Authorities and Purchaser/s shall not be entitled to claim any damage/losses against the Developer on the ground of such delay.

The Developer shall not be liable, if it is unable to complete the construction of Schedule 'C' Property and/or development of the common facilities in "**VIVANSAA BAALSAM**" and deliver possession of Schedule 'C' Property by the aforesaid date by reason of non-availability of Cement, Steel and other construction materials, civil

commotion or by the force-majeure or if the delay is as a result of any rule, notification of the Government, Municipal Authority, any Court and/or any other public or competent Authority prohibiting construction activities and/or for reasons beyond the control of the Developer and in any of the aforesaid events, the Developer shall be entitled for proportionate extension of time for delivery and possession of the completed premises and if the Purchaser terminates the agreement for these reasons, the amount till then paid by the Purchaser/s under this Agreement shall not be refunded.

Due to regulatory and/or legal reasons, wing/floor in which the said unit is located is cancelled or construction activity in the said wing/floor has to be stopped for a period exceeding twelve months: Notwithstanding the provisions thereof, in such circumstances, either party may, by giving notice in writing to the other, elect to terminate this Agreement, provided that such right to terminate shall be exercised within 30 days of the Developer intimating to the Purchaser the existence of the situation aforesaid. In the event of such termination, the Developer shall be liable to refund to the Purchaser the total consideration or part thereof paid by the Purchaser in 12 equal monthly installments through post dated cheques together with simple interest at 10% per annum from the date of receipt of total consideration or part thereof by the Developer till the date of repayment. In the event neither Party terminates this Agreement within 90 days, the Parties shall without being liable to the other, be deemed to have agreed to continue with the Agreement and waived their right to terminate this Agreement except that date of offer of possession of the said unit shall stand extended by the period during which reasons aforesaid continue to exist.

Possession of the schedule "C" Property shall be delivered to the Purchaser/s by the Developer after the same is ready for use and occupation provided all the amounts due and payable by the Purchaser under this Agreement are fully paid. The Purchaser is entitled for possession of Schedule 'C' Property after paying in full all the dues including various deposits mentioned in this Agreement and over dues interest, if any, within 15 days from date of receipt of the notice in writing to the Purchaser intimating that the said flat is ready for use and occupation whether the possession is received by Purchaser/s or not, time being essence of the contract in that behalf.

Commencing 15 days after notice is given by the Vendors and Developer to the Purchaser/s the Flat is ready for use and occupation, the Purchaser/s shall pay to the Developer irrespective of the fact whether possession of Schedule 'C' property is taken or not by Purchaser/s: In addition to the above charges the Purchaser shall even if the possession of the said unit is not taken for whatsoever reasons, be liable to bear and pay the proportionate deposits which the Developer informs towards maintenance Deposit, Wages for the persons appointed to manage and look after "**VIVANSAA BAALSAM**" (Such as estate Officer, Watchmen, Security Guards, Gardeners, plumbers, Sweepers, etc.) other outgoings and expenses and all taxes and charges including for electricity Supply Company, Telephone Connection from Bangalore Telephones and other departmental and incidental charges.

Sale tax or value added tax or any tax by whatever name called on works contract, proportionate deposit, pro-rate charges, supervision fee, service charges, meter deposits

and other departmental charges and expenses incurred for getting electricity connection from Karnataka power transmission corporation Limited/ Bangalore Electricity Supply Company Limited, telephone connection from Bangalore telephones and other departmental and incidental charges

**Note:** The Sales tax or value added tax or any tax by whatever name called, Any tax that are payable whether present or future under any statute of the state or the union Government will have to be borne by the Purchaser, shall be paid in proportionate to the payment made towards the cost of construction periodically as per Annexure "A".

The Purchaser/s upon taking possession of the Schedule 'C' Property, shall be deemed to have accepted the Schedule 'C' Property, fully completed in all respects and the Purchaser/s shall not have any claim against the Developer for any of the items of work in Schedule 'C' Property which may be alleged as not carried out or completed by the Developer.

## **12. PAYMENT SCHEDULE, DELAY/DEFAULT:**

The Purchaser has paid the advance to the Developer as stated in Annexure-A hereto and the balance sale consideration and cost of construction shall also be paid in the manner stipulated therein.

Time is of essence, subject to progress in the construction of the building/apartment and hence the balance of the sale consideration payable as per payment schedule as per Annexure-A by the purchaser to the Confirming Party/Developer **VIVANSAA BAALSAM** voluntarily without any demand being made by **VIVANSAA BAALSAM**. If the Purchaser commits default to pay any of the installments, the Purchaser shall be liable to pay an interest @ 24% per annum for such delays.

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 Confirming Party/Developer 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 any interest and after deducting a sum equal to 10% of the total sale consideration as liquidated damages and same shall be payable on resale of the Schedule C Flat to anyone else at their discretion. In this case reduction in price of the flat will be considered as damages/loss of the promoter in addition to the loss and expenses.

After the termination of this Agreement by the Promoter, the Purchaser/s agrees for execution and registration of cancellation deed of the Agreement, within 7 days of such termination, if the agreement is registered.

If the Developer fails to handover the actual possession of the said Schedule C Property to the purchaser within the prescribed period mentioned hereinabove and after expiry of additional period of 6 months, in that case Developer shall be liable to pay Rs. 10,000/- per month to the Purchaser for Flat as delay compensation till the date of handover of

the actual possession by the Developer to the Purchaser provided that the Purchaser has paid the 90% of the total sale consideration as mentioned in the Annexure A herein to the Developer. However if the Purchaser opts for any of the loan schemes, in collaboration with the Developer and financial institution to purchase the Schedule B & C Property, wherein the Developer has agreed to pay the interest on behalf of the Purchaser till the possession of the Schedule C Property, in that case the Developer is not liable to pay the said delay compensation.

### **13. DEFECT LIABILITY PERIOD:**

The Developer shall be responsible for any defect in the building noticed within a period of 12 (Twelve) months from the date of handing over possession of the Schedule 'C' Property. Upon completion of the above said period the Purchaser/s will have no claim against the Developer in respect of any item defects in the Schedule "C" Property.

### **14. LEGAL CHARGES:**

The Purchaser shall be liable to pay all such amounts as may be demanded by **VIVANSAA BAALSAM** towards getting the necessary documents prepared for completing the legal formalities for conveying the apartment, car parking, together with the undivided right, title and interest in the Schedule A Property.

### **15. EXPENSES FOR GETTING KHATAS BIFURCATED:**

All expenses that may be incurred in the matter of getting the Khata of the Schedule C Flat in favor of the Purchaser shall be borne and paid by the Purchaser.

### **16. RESTRICTED AREAS AND FACILITIES**

It is hereby agreed that the Developer has the exclusive right of allotment of the different parking spaces to one or more person/s of their choice. The Purchaser/s further agrees that he/they shall not raise any objection to the Developer exclusive right of allotment of parking space and thereby expressly consents to such exclusive right of the Developer till the conveyance to the purchaser/s and consents to any such allotments made or would be made by the Developer.

The Purchaser/s shall not raise any objection in the matter of allotment or sale or remaining flat etc. in the said land on the ground of nuisance, annoyance or inconvenience from any profession, trade or business, etc. that has been or will be permitted by law or by local authority.

The Purchaser/s shall have no claim save and except in respect of the said flat hereby agree to be sold to him/her/them and all common amenities, areas and facilities will remain the Land of the Promoter until the said land and building/s is/are transferred to an Association of Apartment Owners of the flat holders. Significant risks and rewards of ownership and effective control of flat shall be deemed to have been transferred on

delivery of possession though ownership and effective control of scheme shall remain with Promoter.

The Purchaser/s hereby gives his, her, their consent and has no objection for the use of the remaining units wholly or in parts the Developer may permit any other purpose as. The Developer may allow display of advertisement and/or hoarding sites/neon signs, or may allow erection of antennae/s or towers for cable/satellite television, wireless, mobile, cellular services, on the building and shall solely derive any benefits (including financial) accruing thereon.

That the Purchaser shall use the unit/s or any part thereof or permit the same to be used for permitted purpose only and he shall use the garage or parking space only for purpose of keeping or parking the Purchaser/s own vehicle.

## **17. DEVELOPER'S LIEN:**

**VIVANSAA BAALSAM**, the common Developer shall have the first charge and lien on the Schedule B Property and the Schedule C Flat, 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.

## **18. COMMON AREAS:**

- i. The Purchaser agrees to enjoy the common areas and facilities in schedule 'A' herein and called "**VIVANSAA BAALSAM**" along with other Purchasers of "**VIVANSAA BAALSAM**" including Purchaser's of subsequent phases of development, consisting of facilities subject to such rights as are conferred upon the purchaser and be liable to comply and adhere to the restrictions and obligations imposed on the Purchaser detailed in schedule 'F' and 'G' respectively in this Agreement. The Developer is entitled to confer additional rights on other Purchasers in "**VIVANSAA BAALSAM**" at their discretion.
- ii. The common areas forming part of the schedule A property and the multistoried 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 Flat owners, except the reserved car park/terrace.
- iii. **VIVANSAA BAALSAM** shall be entitled to develop such common areas as they may at their discretion decide from time to time.

## **19. CAR PARK AND OTHER AREAS:**

- (i) The Vendors/Developer shall be entitled to deal with car park areas and earmark, reserve, retain and sell Stilt car park areas in the schedule "A" property.
- (ii) The purchaser may purchase a car parking space at additional cost, failing which the purchaser, his successors or any one claiming through him shall have no right to park

his/her/their vehicles in any part of the building complex including the land appurtenant to the building and shall not object to the sale of the car parking spaces aforementioned to the other owners of other apartments.

**(iii)** The car parking space, if any, purchased by the purchaser shall be used for that specific purpose only and not for any other purpose.

**(iv)** The Developer may allot the exclusive right of use of terrace areas to various apartment owners and the purchaser shall have no objection to the same.

## **20. MEMBERSHIP OF OWNER'S ASSOCIATION:**

**(i)** The purchaser shall become a member of the apartment owners association to be formed under the Karnataka Apartment Ownership Act and/or any other law in force as and when called upon by the Vendors/Developer and shall observe and perform the terms and conditions, byelaws, 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 apartment 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 apartment owners' association and other formalities for obtaining registration of deeds of declaration, if any, of the apartments including the professional fees and charges and for other matters incidental thereto.

**(iv)** Before taking possession of the Schedule C Apartment, the Purchaser/s shall be liable to deposit maintenance charges with the Developer towards his/her/their share of maintenances of common amenities & Common expenses for a period of first two years and the Developer shall maintain till the end of the first year and subsequently transfer the balance deposit if any to the Owners Association to be formed.

**(v)** From out of the said advance amount, the developer pay for the maintenance and all the outgoings and general expenses in respect of the schedule C apartment building complex and the common amenities and facilities installed thereat, such as insurance, municipal taxes, cesses, electrical and water charges or deposits, maintenance charges and all other costs and expenses connected with the maintenance and up-keep of the apartment building complex. Upon the formation of the apartment owners' association, the Developer shall hand over the unspent advance amount if any to the said association.

**vi)** The Developer at its discretion and option shall be entitled to enter into agreement with any person/company/agency for maintenance of the common areas and facilities for months or years with a view to ensure cleanliness thereof. Even after formation of Apartment of Association of Owners, the flat holders shall be bound by the said contract.

vii) It shall be the option of the Developer either to have one Association of Apartments Owners or different group of Building/s to be constructed by the Developer on the Schedule A Property and to convey the said Property to such Apartment Owners Association or to have separate Apartment Owners Association in respect of the different buildings/units to be constructed by the Developer in which event, such different buildings or buildings/units together with the land appurtenant thereto shall be conveyed/transferred in favour of the separate bodies of Apartments association with adequate means of access to each of such buildings, with provision for maintenance and repairs.

## **21. TRANSFER OF RIGHTS BY THE PURCHASER:**

The Purchaser shall not assign/transfer his/her/their interest under this Agreement without the prior written consent of the Vendors and Developer. It is explicitly made clear that the Vendors and Developer is not obligated to give its consent for any assignment by the purchaser, as this Agreement is exclusive in nature. Further, it is also made clear that, the Vendors and Developer shall have a discretionary power to give consent for assignment of purchaser's interest in this agreement with separate terms and condition.

Any document for sale/transfer/lease etc. which is entered into without obtaining written approval of the Developer or Owners Association of Apartment holders (and till such time that the Association of Owners is formed) shall not be valid and not binding on the Developers/Association of Apartment Owners).

The said flats are agree to be sold to the Purchaser/s subject to:

Any scheme or reservation affecting the said property or any part or parts thereof made or to be made by any authority concerned including the terms covenants stipulations and conditions contained in the Agreement/s relating to the said Property.

The present use or other permissible use can be curtailed /lifted/removed at the sole and exclusive discretion of the Developer alone.

That the Purchaser shall not make, use, cook, consume or vend any alcoholic drinks and/or conduct business of service center, service apartment and garage in his/her respective units.

That the Purchaser shall not have any objection to the Developer for forming more than one Apartment Owners Association and/or amalgamate the same with the adjoining project formed by the Developer and/or their associates and the Purchaser/s shall abide by such decision without demur.

## **22. DEVELOPER'S RIGHT:**

The Purchaser shall permit the Developer and/or its agents with or without workmen at all reasonable times to enter into and upon the Schedule "C" flat, Schedule "B" Property,

Schedule "A" Property, or any part thereof for the purpose of repairing and maintaining, rebuilding, cleaning and keeping in order and condition all services, drains, cables. Water covers, gutters, structures or other conveniences belonging to or serving or used for the said flats and also for the purpose of laying, maintaining, repairing and testing drainage, water pipes and electric wires and for similar purposes and also for the purpose of cutting off the supply of water and electricity etc., to the flats etc., or other common areas as the case may be who have defaulted in paying the share of water, electricity and other charges and common expenses and also for non-compliance of the terms of this Agreement.

The Developer hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans.

### **23. SHARING OF COMMON EXPENSES:**

The Purchaser shall pay to the Developer or the Maintenance company to be appointed by the Developer the common expenses proportionate to the area of the Schedule "B" Property for upkeep and maintenance of common areas and providing common facilities from the date of execution of the Sale Deed or from the date of expiry of 10 days notice sent to Purchaser to receive possession of the Schedule "B" and "C" properties, whichever is earlier.

If any circumstance in future before formation of Society or Condominium, water short fall on in the project through bore well or water supply by the Grampanchayat or any reason, the Promoter will supply by purchasing water tanker and provide to the Project then said charges of said water tanker shall be equally born and to be paid by all Purchaser by contributing funds.

### **24. MAINTENANCE:**

i. The purchaser shall maintain the front, the side and the rear elevations of the apartment in the same form as the Developer have built and shall not at any time alter the elevations in any manner whatsoever without the consent in writing of the Developer or the association of apartment owners, as the case may be.

ii. The purchaser shall, from the date of taking possession of the schedule C apartment, maintain the schedule C apartment 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 apartment 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 apartment owners' association.

### **25. 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.

## **26. ESCALATION IN COST OF FLAT / UNIT:**

That the consideration of the flat is agreed on the basis of the cost of the building material and labor charges, taxes, octroi, Vat/GST, etc. prevailing on the date of this agreement. In case of increase in the prices thereof the Promoter shall be entitled to proportionately increase the price of the said flat and the Purchaser/s has / have agreed to the same.

## **27. SPECIFIC PERFORMANCE:**

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

## **28. NAME OF THE BUILDING:**

The residential apartment building complex to be constructed on the schedule A property shall always be known as **“VIVANSAA BAALSAM”** and the same shall not be changed or altered on any account whatsoever, unless so desired by the developer.

## **29. SCHEDULES:**

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

## **30. 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.

## **31. COMPLETE AGREEMENT:**

The parties acknowledge that this Agreement is the complete Agreement. This Agreement supersedes Letter of Offer/ payment plan, any prior agreements and representations between the parties, whether or oral. Any such prior arrangements are cancelled as at this date.

## **32. WAIVER:**

Any delay or indulgence by the Developer in enforcing the terms of this Agreement or any forbearance or giving time to the Purchaser/s shall not be construed as a Waiver on

the part of the Developer of any breach of non – compliance of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of the Developer to enforce.

### **33. CUSTODY:**

This Agreement is executed in two sets, the Purchaser retains Original and the Duplicate copy will be with the Vendors/Developer.

### **34. NOTICE:**

Any notice or correspondence to be sent to Purchaser under this Agreement shall be addressed and sent to the address mentioned in this Agreement and such notice and correspondence is deemed to have been served on the Purchaser if addressed and sent by Certificate of Posting or by Courier or by personal Delivery. The Developer is not responsible for delay or delivery due to change in the address if change of address is not intimated in writing. Intimation by e-Mail/fax shall also be deemed as due intimation.

## **SCHEDULE A PROPERTY**

### **Item No. 1**

All that piece and parcel of residentially converted Property bearing Survey Number 82/2 ad-measuring 48 Guntas out of 2 Acres 6 Guntas, situated at S Medahalli Village, Sarjapura Hobli, Anekal Taluk, Bangalore District duly converted from agricultural to non agricultural residential purposes vide official memorandum bearing No. ALN(ASH)SR136/2013-14 dated 02.12.2013 issued by the Deputy Commissioner, Bangalore and bounded as follows:

East by : Remaining portion of the property in Survey Number 82/2;  
West by : Private property Venkataswamy Reddy in Survey Number 82/2;  
North by : BMRDA approved Road & sites;  
South by : BMRDA approved road.

### **Item No. 2**

All that piece and parcel of residentially converted Property bearing Survey Number 82/2 ad-measuring 38 Guntas out of 2 Acres 6 Guntas, situated at S Medahalli Village, Sarjapura Hobli, Anekal Taluk, Bangalore District duly converted from agricultural to non agricultural residential purposes vide official memorandum bearing No. ALN(ASH)SR136/2013-14 dated 02.12.2013 issued by the Deputy Commissioner, Bangalore and bounded as follows:

East by : BMRDA approved sites;  
West by : Remaining portion of same Survey Number 82/2;

North by : BMRDA approved Road & sites;  
South by : BMRDA approved road.

### **SCHEDULE B PROPERTY**

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

### **SCHEDULE C PROPERTY**

(Description of the apartment to be built for the purchaser)

Apartment / Row-Villa bearing No. \_\_\_\_\_, in Wing \_\_\_\_\_, having a super built-up area of \_\_\_\_\_ Square Feet, on the \_\_\_\_\_ Floor in the multistoried apartment building complex known as "**VIVANSAA BAALSAM**" to be constructed on the Schedule A Property, along with ONE exclusive ear marked Covered/Semi Covered/ Uncovered Car Parking space on the stilt floor.

Super built-up area means and includes the exclusive floor-area of each apartment 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 apartments.

### **SCHEDULE 'D'**

**(Specification of the multistoried building and the schedule C apartment)**

**Structure:**

Earthquake Resistant RCC framed structure (designed for seismic zone 2)

**Flooring:**

**Foyer/ Living and Dining/ Kitchen:** 2'X2'Vitrified tiles

**Master Bedroom:** WOOD FINISH VITRIFIED FLOORING

**All other Bedrooms:** 2'X2' Vitrified tiles

**Balconies and Utility:** Anti skid ceramic tiles

**Toilets:** Anti skid ceramic tiles / Glazed Tiles

**Kitchen:**

Granite / Green Marble counter with stainless steel sink single bowl and single drain board of reputed make.

Provision for water heating and purifier fixing.

Glazed Digital/Ceramic tiles upto 2' height above counter

Provision for Water Purifier

Provision for Hot Water Geyser

Provision for exhaust fan

**Utility:**

Provision for sink in utility area

Inlet and outlet for washing machine

One bibcock for domestic water

**Toilets:**

Parry Ware / Hind ware or equivalent make Sanitary fittings

Jaguar / Isenberg or equivalent make CP fittings

PVC lines for sewage disposal and Concealed PVC Pipe for water supply

European water closet (EWC) of reputed make in all toilets

Wall mixer with CP shower unit in bath area in all toilets

Health Faucet in all toilets

Provision for exhaust fan

Provision for Hot Water Geyser

Glazed Ceramic Tile Dado up to 7 feet height in all washrooms

**Electrical:**

MCB & ELCB (Earthquake leakage circuit breaker) for each apartment

Branded Modular switches in entire apartment

Concealed conduits with copper wiring

Telephone & Broadband provisions in Living Room

T. V. & DTH Cable provision in Living and Master bedroom

Provision for Split AC in all bedrooms

Intercom Facility from flat to main gate and flat-to-flat

Camera Surveillance at the main entrance

100% DG back up for lifts, pumps and common area lighting

**Doors:**

- a) **Main entrance door:** Polished teak wood frame and designer door shutter
- b) **All internal door** with hard wood or granite frame and molded shutter
- c) **Toilet doors** with hard wood or granite frame and molded shutter with enamel paint
- d) **Balcony doors:** 3 track powder coated aluminum sliding doors with mosquito mesh

**Windows:**

3-track powder coated aluminum sliding doors with mosquito mesh and MS Grills.

**Ventilators:**

Adjustable glass louvers with provision for exhaust fan

**Painting:**

**Internal walls:** Low VOC Oil Bound Distemper Paint

**Ceilings:** Oil bound distemper

**External walls:** Exterior emulsion textured paint wherever required

**Ironmongery:**

Godrej / Europa or Equivalent locks with stainless steel fittings.

**Lifts & Staircase:**

Enclosed Staircase with 2 hours Fire rated Doors as per norms

2 High Speed Elevators with generator back up for each Wing

Kota stone for staircase

**Water Supply:**

Adequate water storage underground tank

Rain Water harvesting

Storm Water Re-usage

Recycled water for flushing and gardening

**For Villas (over and above this)**

1. **Landscaped Private Lawn**
2. **Roof top landscaping**
3. **Digital door lock**
4. **Video door phone for each row villa**
5. **Provision for car washing**

**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 apartments 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 apartment 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 apartments and/or common amenities and without causing any disturbance to the other apartment 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 apartment owners.

**(vi)** Right to the purchaser his servants, workmen in common with all other apartment 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 apartment or any part of the multistoried building giving subjacent or lateral support, shelter or protection to the said apartment or any part thereof.

**(vi)** 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 apartment 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 apartment 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.** To maintain the unit/s at the Purchaser/s own cost in good tenable repair and condition from the date of possession of the unit is taken and shall not do or suffered to be done anything in or to the building in which the unit/s is/are situated or to the

staircase or any passages which may be against rules, regulations or bye laws of concerned local or any other authority.

**iv.** Not to store in the unit/s any goods which are hazardous or of dangerous nature or are so heavy as to damage the construction or structure of the building in which the unit/s are situated or storing of which goods is objected by the concerned local or other authority.

**v.** Not to demolish or cause to be demolished the unit/s and parking space/s or any part thereof, nor at anytime make or cause to be made any addition or alteration of whatsoever nature in or to the unit/s and parking space/s or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which unit/s are situated and shall keep the portion, sewers, drains, pipes in the unit/s and parking space/s in good tenable repair and condition.

**vi.** 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.

**vii.** 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 apartments on the schedule a property or any specified part thereof.

**viii.** The purchaser shall not decorate or paint the exterior parts of the multistoried building otherwise than in a manner laid down by the developer.

**ix.** The purchaser shall not make any separate arrangements for the maintenance of the apartment building complex or for ensuring the common amenities therein for the benefit of all concerned other than that agreed to by the apartment owners' association. Till the apartment owners' association in the apartment complex as aforesaid makes such arrangements, the arrangements made by the developer shall be utilized and paid for proportionately by the purchaser.

**x.** The purchaser shall not keep stock or display any goods, wares advertisements or signboards or any other material in the common areas.

**xi.** The purchaser shall not put up any name board, signboard or any other logo or electrical fittings on the exterior of his apartment or on the exterior walls of the multistoried building

**xii.** 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 apartments.

**xiii.** The purchaser shall not make any aperture or openings for exhaust fans or air conditioners on the exterior walls of the schedule C apartment.

**xiv.** The purchaser shall require every person, who may become the owner of the schedule C apartment, to undertake and observe the restrictions set forth in this agreement and in the byelaws and rules of the apartment owners' association.

**xv.** 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 Vendors/Developer or their assignees/ nominees/ agents/transferees for the members of the 'Club house' and/ or third parties.

## **SCHEDULE-G 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. Upon handing over the Flat, the Purchaser/s covenant to use the Schedule 'C' Property for residential purposes and for no other purpose.

**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 apartment, as the schedule B property and the schedule C apartment shall be held or dealt with together at all times and not separately.

**vi.** The purchaser shall not question the land price and the apartment price that may be collected by **VIVANSAA BAALSAM** from the other purchasers of apartments.

**vii.** The Purchaser shall not require or undertake before/after delivery of Schedule 'C' property any additions/deletions/modifications/changes in position etc. , of the windows, doors, over all footprints of the house, internal layout of the house, toilets and kitchen, sit outs/balconies/decks (covered or uncovered), lofts/ledges, staircase/ladders, architectural features (external/internal), landscaping features (picket fencing, driveways, hard scape, soft scape), fabrication works (grills, balcony railings, staircase railings etc. ,) and external painting, other than what is provided for in the design by the architect and Developer. The Developer reserves the right to retain/remove/plant any trees/plants in Schedule 'A' Property, which the Purchaser cannot question. The Purchaser has expressly given consent for variations and /or modification, as the architect/Developer may

consider necessary from time to time during the course of construction. The Architect and Developer are the final decision makers on these aspects and the Purchaser shall not interfere or question the design, costs, and construction process etc., implemented by the Developer.

**viii.** The Purchaser shall not obstruct and /or interfere in the Development/construction processes of the entire project cycle. On inspection during the progress of work of the house, the Purchaser, if required may discuss matters relating to the construction only with the designated consultants, contractors or agencies working on the site. For any reasons what so ever the Purchaser shall not instruct the site staff to stop/modify/continue any works.

**ix.** The Purchaser accept/s that the Developer will be putting all necessary efforts to provide right choice of finishing material in certain electrical points as per specification annexed hereto. However the Purchaser may opt to change the same if the Developer agrees on mutually extended time frame and in such an event it is the responsibility of the Purchaser to provide decision by completing the selection process and sign off on all related documents including costing for such additional costs apart from the service charges, taxes provided by the Developer at the earliest, in the manner prescribed by the Developer from time to time. If there are any delays in giving such decisions by the Purchasers the Developer has the liberty to take decision and complete such finishing works as per annexed specifications.

**x.** All interior related works by the Purchaser can be taken up only after handing over possession of the Flat in schedule 'C' property to the Purchaser by the Developer. The Purchaser shall carry out interior works only during daytime between 9 am to 6 pm. The Developer does not owe any responsibility for any breakages; damages caused to any of the finishing works or to the structure already handed over to the Purchaser. The Developer is not answerable to any theft during the course of the interior works.

**xi.** The Purchaser shall not question the location/installation setting up of equipment/s for supply of electricity, water/bore-well and sanitary (STP) in "VIVANSAA BLESSINGS".

**xii.** The parties agree that any default by the Purchaser in complying with the obligations stipulated in the above paragraphs would construe sufficient reason/cause for the Developer to terminate this Agreement and in which case the consequences of termination would take place immediately.

## **SCHEDULE 'H'**

The purchaser in proportion to his shares in the schedule A property along with the other owners of apartment 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 apartment building complex put up thereon.
- (ii) All expenses towards routine maintenance including painting, whitewashing, cleaning etc., and provision of the common services to the apartment building complex as set out below:
  - iii) Maintenance of lifts, if any, pump-sets and other machineries, water, sanitary and electrical lines common to the apartment building complex.
  - iv) Payment of electrical, water and sewerage charges for common services
  - v) Replacement of bulbs and electrical fittings in corridors and common passages and lobbies and other common areas.
  - vi) Maintenance of potted plants and landscaped areas and gardens in the schedule A property.
  - vii) Provision of watchmen, pump-operators and security personnel and other office personnel.
  - viii) The purchaser shall have no objection whatsoever to the Developer handing over the common areas and facilities to the association of apartment 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.
  - ix) 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 apartment.
  - x) If the purchaser defaults in making payments due for any common expense, benefits or amenities as above the developer or the association of apartment 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.
  - xi) No apartment 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 has signed this agreement on the date, the month and the year first mentioned above.

**CONFIRMING PARTY:**

**M/s VIVANSAA BAALSAM**

**U. ANITHA REDDY  
M. PALLAVI REDDY  
SUMA. B.N  
Represented by GPA Holder  
M/s VIVANSAA BAALSAM**

**VIJAY AGARWAL  
Partner**

**VIJAY AGARWAL  
Partner  
VENDORS**

**PURCHASERS**