

AGREEMENT TO SELL

This Agreement to Sell an Apartment Unit/Residential Flat made and executed on this the day of2016, at Bangalore City;

Between:

M/s. N. D. DEVELOPERS PVT. LTD.,
A Private Limited Company,
Having its Office at No.398, 1st Floor, 7th Cross,
MICO Lay-out, B.T.M. 2nd Stage, Bangalore-76

Represented herein by their General Power of Attorney Holders, **M/s SUVASTU ESTATES (P) LTD.,** Bangalore; hereinafter referred to as “ **the Owners/Confirming Party** ” (which expression unless repugnant to the context, shall mean and include their legal representatives, executors, administrators, successors in interest, nominees, assigns, etc.) of the first part;

And:

M/s SUVASTU ESTATES (P) LTD., A Company registered under the Companies Act, 1951, having its office at No.49, AMR Plaza, 18th Main, 3rd Sector, HSR Layout, Bangalore-560 102; represented by its Director; Mr. Arjun Kumar; hereinafter referred to as “**the Developers** ” (which expression unless repugnant to the context shall mean and include its representatives, executors, successors and assigns, etc.) of the second part;

(The Owners/Confirming Party and the Developers shall also together deemed to be and referred to as “ **the Vendors** ” in all respects and references)

And:

1. **Mr.**
Aged about Years,
S/o

Residing at :-

Hereinafter referred to as **"the Purchasers/s"** of the other part;
(The expression, "the Purchaser/s", unless repugnant to the context and wherever the context so requires or admits, shall mean and include their respective legal heirs, executors, successors and assigns; and if so applicable, wherever the reference is made in masculine gender shall also mean its feminine gender, wherever the reference is made in singular form shall also mean its plural form).

WITNESSETH AS FOLLOWS:

Whereas, the Confirming Party herein are the absolute owners in respect of the composite property comprising 3 items of converted land, viz.,(i) **Sy.No.135**, measuring **12 Guntas**, (ii) **Sy.No.135**, measuring **17 Guntas**, and (iii) **Sy.No.135**, measuring **05 Guntas**, situated at **Doddathogur Village**, Begur Hobli, Bangalore South Taluk; (the said 3 items of land totally measuring 34 Guntas, are as more fully described in Item No.1, 2 & 3 of the Schedule given hereunder; and hereinafter referred to as the Schedule 'A' Property for brevity).

Whereas, the land comprising the Schedule-A Property has been got converted from agricultural use to non-agricultural residential purpose vide (i) Order No. ALN/SR/4/2011-12 dated : 27/07/2011 (ii) Order No. ALN/SR/113/2009-10 dated : 26/03/2010 passed by the Spl. Deputy Commissioner (Rev.), Bangalore District.

Whereas, in furtherance of the aforesaid, an amalgamated Khata in respect all the 3 items of land in the Schedule 'A' Property came to be registered in the revenue records vide Khata /Property No.W/192/KTR/178/2012 - 13, of N.D Developers Pvt Ltd., and the Owners have also paid the up-to-date taxes in respect of the said property.

Whereas, ever since the date of acquisition of the Schedule 'A' Property, the Owners/Confirming Party have been in peaceful possession and enjoyment of the Schedule 'A' Property by getting transferred the Khatha to their names, by paying the taxes and other cess to the concerned authorities from time to time, and thereby exercising all rights of absolute ownership thereto.

Whereas, the Developers have proposed to the Owners/Confirming Party to develop the Schedule "A" Property by way of putting up a residential apartment building (hereinafter referred to as the said Apartment Building) on the said property; and accordingly, the Owners have executed a Joint Development Agreement dated 14-06-2013, thereby giving over the Schedule "A" Property, to the Developers for its joint development, by way of constructing an apartment building thereon. In furtherance of the same, the Owners have also executed a General Power of Attorney dated 14-06-2013, thereby authorizing the Developers to develop the Schedule "A" Property and to construct an apartment building thereon, and also to convey the flats/apartment units in the said apartment building.

Whereas, as stated above, the Owners have duly authorized the Developers to develop the Schedule "A" Property by way of constructing an apartment building thereon, and also to sell the flats/apartment units so constructed by them, as per the terms of the aforesaid Joint Development Agreement.

Whereas, as per the terms of the said Joint Development Agreement dated 14-06-2013, the Owners shall be entitled to acquire, possess, own and convey 40% of total constructed area of the apartment building constructed in the Schedule "A" Property (hereinafter called as **Owners' Constructed Area**). The entire remaining constructed area of the apartment building, i.e., 60% of the constructed area of the apartment building to be constructed in the Schedule "A" Property along with corresponding undivided interest of land and common areas (hereinafter called as the **Developers' Constructed Area**), shall be acquired, owned, possessed and conveyed by the Developers herein.

Whereas, in pursuance of the aforesaid, the Developers herein along with the Owners/Confirming Party have formulated a scheme for the development and construction of the intended residential apartment building, namely, "**ASTORIA PARK**" on the Schedule "A" Property; and accordingly, the necessary building plan of the said apartment building has been obtained Approval by Bhruhat Bangalore Mahanagara Palike. **No. Ad.com./BMH/0295/14-15.**

Whereas, in furtherance of the aforesaid, the flats/apartment units in the apartment building "**ASTORIA PARK**" to be constructed over the Schedule "A" Property have been mutually demarcated, divided and allocated to the share of the Owners/Confirming Party and the Developers, in accordance with the aforesaid sharing ratio (i.e. 40% and 60%), where-under, 28 Nos. of Flats in the said apartment

building have been allocated to the share of Owners/Confirming Party and the remaining 40 Nos. of Flats in the said apartment building have been allocated to the share of **Developers as Developers' constructed area**. Hence, the Developers have been seized with absolute rights and authority to acquire, own, possess and convey the apartment units/flats allocated to their share as Developers' Constructed Area exclusively, along with corresponding undivided share of land in Schedule "A" Property, to any prospective purchaser/s, as per the terms of the aforesaid Joint Development Agreement.

Whereas, as explained above, the Developers have been granted all the rights to construct an apartment Building on the Schedule "A" Property; and the Developers are seized with absolute rights to acquire, own and possess the flats/apartment units comprising Developers' Constructed Area, in the Apartment Building "**ASTORIA PARK**" which are allocated to their share as aforesaid, along with corresponding undivided interest in land and common areas in the Schedule "A" Property, and also to absolutely convey the same to any prospective purchaser/s identified by them, as against any valuable consideration in respect of the same, as they deem fit.

Whereas, the apartment unit bearing **Flat No.....** measuring a super built-up area of **Sq.Ft.**,situated in....., ... **Block**, along with one Covered Car Parking Space in the Basement, in the said Apartment Building "**Astoria Park**" (as more fully described in the Schedule-C given hereunder, and hereinafter referred to as the **Schedule-C Property**/Apartment unit), along with**Sq.Ft.** of undivided rights, title and interest in land, and corresponding rights, title and interests, in common areas, amenities, facilities, comprising in Schedule "A" Property (as more fully described in the **Schedule-B** given hereunder; and hereinafter referred to as the **Schedule-B Property**) is one of such apartment units/flats in the said Apartment Building "**ASTORIA PARK**" constructed in the Schedule-A Property, which is allocated to the share of the Developers, as per the terms of the said Joint Development Agreement. Therefore, the Developers are seized with absolute rights to acquire, own and possess and also authorized to convey and sell, the Schedule "C" Property/Apartment unit in the said apartment building "**Astoria Park**" along with corresponding undivided interest of land and common areas in Schedule "A" Property (as detailed in Schedule-B hereunder).

Whereas, by exercising their rights to acquire, own, and convey and assign their rights, title and interest in respect of the flats allocated to them as Developers' constructed area, in the Apartment Building, "**Astoria Park**" the Developers do hereby undertake and

agree to sell the Schedule "C" Property/ Apartment in favour of the Purchaser/s along with Sq.Ft. of corresponding undivided interest of land in the Schedule "A" Property (as per Schedule "B" hereunder).

Whereas, the Developers and the Purchaser/s are intending to have reduced the agreed terms and conditions in of the Purchaser/s along with Sq.Ft. of corresponding undivided interest of land respect of sale of Schedule-B & C Property into writing, and accordingly, this Agreement to sell came to be executed as hereunder.

Whereas, to confirm the exclusive absolute rights of the Developers to convey the Schedule-B & C Property to the Purchaser/s, and also to confirm that the Developers have the absolute rights to enter into this agreement, the Owners have also signed this agreement as a Confirming Party, to the best satisfaction of the Purchaser/s.

NOW THIS AGREEMENT TO SELL FURTHER WITNESSETH :

1. That, in pursuance of the foregoing and in consideration of the mutual obligations undertaken by the parties herein, and in further consideration of the advance part sale consideration paid by the Purchaser/s, the Vendors do hereby agree to sell and the Purchaser/s hereby agree/s to purchase an apartment unit/flat, i.e., **Flat No.....**, measuring a super built-up area of Sq.Ft., situated in**Floor, ..block** with one Covered Car Parking unit in the Basement, in the residential apartment building namely, " **ASTORIA PARK** " (as per **Schedule "C"** hereunder) along with 620 Sq.Ft. of corresponding undivided interest of land, and also corresponding rights, title and interest in common areas, amenities, facilities, in respect of the said flat, in the Schedule "A" Property, (as per Schedule "B" hereunder), against a total sale consideration of **Rs./- (RupeesOnly)**, which is apportioned to be **Rs./- (RupeesOnly)** towards the purchase of Schedule-B Property and **Rs./- (RupeesOnly)** towards the purchase of the Schedule "C" Apartment unit, both of which amounts are agreed to be paid to/through the Developers (as per the mutual terms agreed upon between the Owners and the Developers), subject to the following terms, conditions and covenants as stipulated hereunder.

2. The aforesaid sale price payable in respect of the Schedule "C" Flat/ apartment unit shall deemed to have been further apportioned as under :

Towards Flat Cost	Rs.	
Towards One covered car parking space	Rs.	
Towards Amenities	Rs.	
Towards Legal Charges	Rs.	
Towards BESCOM/BWSSB/STP infra cost	Rs.	
Towards VAT & GST @12%	Rs.	
Total	Rs.	

3. As against the aforesaid total purchase price, the Purchaser/s has/have now paid a sum of **Rs./- (RupeesOnly)** to the Developers, towards advance part sale consideration, as detailed hereunder:

(a) A sum of Rs./- (Rupeesonly) by means Cheque No..... dated :.....

The Developers do hereby admit and acknowledge the receipt of the aforesaid amount; however, subject to realization of funds, in case of payment by way of cheques.

4. It is mutually agreed that, the Purchaser/s shall pay the balance amount of purchase price in respect of the Schedule "B" & "C" Property to the Developers, strictly as per the payment schedule given hereunder:

No.	Schedule of Construction	%
01.	On Agreement	20%
02.	On Foundation	15%
03.	Commencement of 1 st Slab	10%
04.	Commencement of 2 nd Slab	10%
05.	Commencement of 3 rd Slab	10%
06.	Commencement of 4 th Slab	10%
07.	Commencement of 5 th Slab	10%
10.	On Flooring	10%
11.	On handing over possession	5%

5. Apart from the aforesaid sale consideration as set out in Clause-1 above, the Purchaser/s shall also be liable to pay:

- a) The deposits and/or other charges, levies or outgoings as may be demanded by, or required to be paid to Government/ Statutory Authorities and/or other Taxes if any (current or future), levies that may be applicable / payable to Central or State Government or any other authorities and betterment charges or other levies if any with regard to the Schedule "B" & "C" Properties;
- b) Proportionate amount of VAT/GST, work contract tax, service tax, labour welfare cess, if any payable as per law, other than as mentioned above, which shall be payable along with each installments.
- c) Stamp Duty, Registration fees, legal and other incidental charges in regard to the registration of the absolute sale deed for conveying Schedule "B" & "C" Property;
- d) The actual bank charges in case where the Purchaser/s pay/s the consideration amounts or part thereof, by means of out station cheques; and a sum of Rs.500/- or actual bank charges, whichever is higher, in case of each cheque which has been dishonoured by the Bank for want of funds or for any other reasons.

6. The Purchaser/s has/have been duly informed by the Developers and hence the Purchaser/s is/are fully aware that, the payments on its due dates, as specified in Para-4 above, is of the essence of this contract/agreement and any delay or default in payment of the installment on its due date would expose the Developers to severe losses which could not be quantified in terms of money; and as such the Purchaser/s herein undertake/s to pay the aforesaid installments on its due dates stated above or prior to that. In the event of the Purchaser/s failing to pay the aforesaid installments on or before the due dates (even on account of delay in sanction of loan from Financial Institutions/Banks, the Vendors/Developers shall not be responsible in any way for such delay), the Developers at their sole discretion, shall be entitled, either to terminate this agreement or to permit the Purchaser/s to pay the defaulted installments with interest at the rate of 1.5% per month, if such delay is not exceeding 30 days; and in the event of the delay extending to more than 90 days, the Developers shall be entitled to revoke/terminate this agreement. In case, the Developers avail such an option, or for any reasons if the Purchaser/s is/are intending to revoke/ terminate this agreement, the Developers shall be entitled to deduct and retain 5% of the total agreed consideration, from the amounts paid by the Purchaser/s, as predetermined liquidated damages, and to repay the balance amount to the Purchaser/s after resale of the flat to any other purchaser. The Purchaser/s shall be deemed to have given his/her/their express consent for the same.

7. The aforesaid total sale price agreed to be paid by the Purchaser/s is/are determined based upon the conceptual super built-up area of the Apartment unit/flat which is to be arrived at by summing up the carpet area plus constituents of plinth area and proportionate share of common areas. Since the actual super built-up area will be arrived at only after completion of the project and physical measurement of the same, the sale price payable by the Purchaser/s shall be subject to final determination on the basis of actual super built-up area. However, plus or minus 2% variation in the actual super built-up area as compared to the super built-up area agreed upon in this agreement shall not be considered as variation, necessitating revision of sale price. In case of any variation beyond 2% in the actual super built-up area, the sale price payable shall be revised accordingly, and the difference in the total sale price shall be recovered or refunded at the time of handing over possession of the flat.

8. The developers shall be entitled to construct additional upper floors in the aforesaid apartment building by way of acquiring TDR or otherwise, and to sell the same to any other purchaser/s at their discretion, subject to obtaining the necessary approval/ modification to the Building plan sanctioned by the Bangalore Development Authority/Bruhath Bangalore Mahanagara Palike. The Purchaser/s shall deemed to have given his/her/their express consent for the same.

9. The sale of the undivided share agreed to herein, shall be to enable the Purchaser/s to own an Apartment unit/Flat as described in the Schedule "C" hereto as per the Scheme formed by the Developers; and the Purchaser/s shall not seek partition, division or separate possession in respect of any portion of the Schedule "A" Property under any circumstances.

10. The Developers shall hand over the possession of Schedule "C" Apartment unit to the Purchaser/s on or before completion of 24 months period from Date of Sanction Plan Approval (with an additional 6 months of grace period). However, the date stipulated for handing over of the Schedule "C" Apartment unit is subject to extension, on account of force majeure or acts of God or Government delays or natural calamities, and any other reasons which are beyond the control of the Developers. Though every effort will be made by the Developers, to obtain all necessary permissions, including electrical, sanitary and water connections within the stipulated date, no responsibility will be assumed by the Developers for delays in obtaining such connections, supplies, certificates from the Statutory Authorities. The Purchaser/s shall not be entitled to any claim for damages against the Developers under any circumstances on this ground of

delay. In the event of delay in delivery of the Schedule "C" Property beyond the due dates specified above, after allowing for the delay caused by the force majeure events and other reasons beyond the control of the Developers as aforesaid, and after the expiry of grace period, the Developers undertake to compensate the Purchaser/s towards such delay in terms of fair monthly rental amount at the rate of Rs.7,500/- per month for 2 BHK Flats, Rs.8,500/- per month for 2 BHK+ Study Flat and at the rate of Rs.10,000/- per month for 3 BHK for every such month of delay. It is further clarified that, the delay if any in completing the common areas / common amenities/facilities if any, shall not be treated as delay in handing over possession of the flat, which shall be completed after an approximate period of 6 months from the handing over date. Besides, the Developers will not be responsible for delay if any in obtaining water/ electricity supply due to delay by the concerned Depts. It is further clarified that, the Purchaser/s who has/have paid all his/her/their installment consideration within the due dates stipulated for payment shall only be entitled for compensation towards delay if any in handing over possession of the Flats, as stated herein above.

11. In the event of any civil or structural defects being noticed in the Schedule-C Flat and brought to the notice of the Developers within a period of 12 months from the date of delivery of possession, or from the date of notice to the purchaser/s that the apartment unit is ready to be handed over, whichever is earlier, the same shall be rectified by the Developers at their own costs. However, small cracks in plastering shall not be considered as defect in this regard. After the period stated above, the Purchaser/s shall have no claim against the Developers in respect of such defects, if any, in the said Flat.

12. The Purchaser/s shall also observe and abide by all the Bye-laws, Rules and Regulations prescribed by the Government, or any other Authority, in regard to ownership or enjoyment of the Schedule "C" Apartment unit and the Purchaser/s from the date of the notice by the Developers that the Apartment unit is ready to be handed over, shall pay all taxes, rates and cess in regard to the Schedule "B" & "C" Property.

13. The Purchaser/s shall be entitled to the rights enumerated in the Schedule "D" hereto and shall have the obligations enumerated in the Schedule "E" hereto in regard to the use of Schedule "C" Apartment unit and the enjoyment of the grounds, common areas on the Schedule "A" Property and other matters connected therewith; and the terms therein shall be treated as part and parcel of this agreement which shall also be treated as part and parcel of the Sale Deed to be executed in favour of the

Purchaser/s. The Purchaser/s shall also abide by the rules and regulations as prescribed under the provisions of the Karnataka Apartment Ownership Act.

14. The Purchaser/s shall not put up any hoarding, name plates, graffiti etc., in places other than the areas demarcated and allotted in the apartment Building by the Developers or the Association of Apartment Owners.

15. The Developers shall have the exclusive rights to construct other flats/ apartment units, car parking units, pent houses, etc., in the apartment building and to allocate or sell the same to any Purchaser/s as they deem fit.

16. Any letters, receipts or notices issued by the Developers dispatched under Registered Post Acknowledgment Due to the address of the Purchaser/s given in this agreement shall be treated as duly served on the Purchaser/s; and shall effectually discharge the Developers from the obligations to issue any notice as per practice or under law.

17. The terms and conditions stipulated in this agreement shall supersede all the earlier assurances or commitments, if any, made by the Developers or their agents, employees or nominees; and the terms agreed to herein only shall be binding and to be performed by the parties hereto towards discharge of their obligations under this agreement.

18. The Developers reserve their rights to make any change in outer elevation of the building before the completion of the building and delivery of the possession, for which the Purchaser/s is/are hereby agreed to.

19. For any reasons, if the Developers could not develop the project as expected, due to any unforeseen reasons beyond their control, this Agreement shall be voidable at the instance of the Developers; and in such an event, the parties shall be put to their original positions, and the amounts received by the Developers shall be repaid to the Purchaser/s along with interest at the rate of 10% per annum.

THE DEVELOPERS/VENDORS COVENANT WITH THE PURCHASER/S :

1. That the Schedule Property is free from encumbrances, Court attachments, or acquisition proceedings or charges of any kind;
2. That the Owners /Confirming Party/Vendors are the absolute owners of the Schedule "A" Property and that their title thereto is valid, marketable and subsisting and they have the powers to convey the same. The Owners/Developers do hereby undertake that in the event of any defects in title, they shall arrange to set right the same at their own costs; failing which, the Owners/Developers shall refund the entire amount of purchase price paid by the Purchaser/s with bank rate of interest.
3. That the Developers shall not convey to any other person any portion/ interest in the Schedule "A" Property and any apartment unit built thereupon, without incorporating the covenants agreed upon between the Developers and the Purchaser/s as per this Agreement;
4. That the Developers shall pay all taxes, rates and cess in respect of the Schedule "A" Property up to the date of sale deed or till the date of notice issued to the Purchaser/s by the Developers intimating that the Schedule "C" property is ready for delivery, whichever date is earlier;
5. That the Developers have this day delivered a set of photocopies of the documents of title in respect of the Schedule "A" Property, since what is agreed to be conveyed is a smaller portion of the larger property. The original Documents shall be delivered to the Association of Owners, when formed, for the benefit of all the owners;
6. The Developers confirm that the Apartment Building shall have the specifications set out in Annexure-A hereto.

THE PURCHASER/S COVENANT/S WITH THE DEVELOPERS :

1. That the Purchaser/s shall not be entitled to claim execution of Sale Deed conveying the Schedule "B" & "C" Property until the construction of the flat is completed and/or until the Purchaser/s perform/s all the obligations under this agreement and make/s payment of full sale consideration and all other payments as agreed under this Agreement;

2. That the Purchaser/s shall bear the costs of stamp duty, registration fees and all legal expenses in respect of registration of sale deed conveying the Schedule "B" & "C" Property in favour of the Purchaser/s, and also any other statutory payments required to be made as per law prevailing as on date or that may be made applicable in future;
3. That the Purchaser/s has/have inspected all the documents of title pertaining to the Schedule "A" Property owned by the Owners/Confirming Party/Developers; and entered into this Agreement only after being satisfied about marketability of title of the Schedule "A" Property and the Scheme formulated by the Developers;
4. The Purchaser/s shall not be entitled to transfer/assign the rights under this Agreement to any other person except with the prior written consent of the Developers which shall be at their sole discretion, and subject to the Purchaser/s making payment of a transfer fee @ Rs.100/- per Sq. Ft. However, the Purchaser/s shall be free to convey the Schedule 'B' & 'C' property to any third party after registration of the Sale deed in his/ her/ their name/s.
5. That the Purchaser/s has/have no objection for the Developers availing necessary financial assistance from any bank or financial institution for development of the project; accordingly, the Purchaser/s hereby accord/s his / her / their express consent for the same. However, the Purchaser/s shall not in any way be held liable for such financial commitments or consequences thereof; and the Developers shall alone be held responsible for repayment of the same. Further, the Developers shall obtain a No Objection Certificate from such bank or financial institution before registration of the Sale Deed conveying the Schedule "B" & "C" Properties;
6. That the Purchaser/s shall not be entitled to hinder or obstruct the Developers in any way, from constructing the other apartment units, car parking, reserved terrace area, in the apartment building, and from conveying the same to any other purchaser/s; nor from performing their obligations in respect of the Schedule "A" Property or any part thereof towards other purchaser/s of flats, in any manner; nor shall he/she/they hinder the use of the specified Terrace Area and Car Parking Areas specifically allotted/sold to any other Purchaser/s;

CONSEQUENCES OF BREACH:

Subject to the rights of the Developers to terminate this agreement as per Para-06 herein above, in the event of either party to this Agreement committing breach, the aggrieved party shall be entitled to enforce specific performance of this Agreement

ARBITRATION:

In the event of any dispute or difference arising between the parties hereto with regard to any matter relating to this Agreement, the same shall be referred to arbitration in accordance with the provisions of Arbitration & Conciliation Act, 1996, and the decision of the Arbitrator shall be final and binding on both the parties; the venue of Arbitration shall be Bangalore. Notwithstanding this clause, in the event of this agreement being terminated as per Para-06 above, this clause also shall stand ceased to have any effect.

SCHEDULE " A " PROPERTY

(Description of the Property on which Apartment is being Constructed)

Item No.1 :

All that piece and parcel of the immovable property bearing **Sy.No.135**, situated at **Doddathogur Village**, Begur Hobli, Bangalore South Taluk, measuring **12 Guntas**, out of total extent measuring 2 Acres 20 Guntas; and bounded on:

East by : Remaining portion of land in Sy.No.45
West by : Road
North by : Remaining portion of land in Sy.No.135
South by : Remaining portion of land in Sy. No.135

Item No.2 :

All that piece and parcel of the immovable property bearing **Sy.No.135**, situated at **Doddathogur Village**, Begur Hobli, Bangalore South Taluk, measuring **17 Guntas**, out of total extent measuring 2 Acres 20 Guntas; and bounded on:

East by : Land in Sy.No.44 & 45 in Chikkathogur Village
West by : Road
North by : Road
South by : Remaining portion of land in Sy.No.135 owned by First Party

Item No.3 :

All that piece and parcel of the immovable property bearing **Sy.No.135**, situated at **Doddathogur Village**, Begur Hobli, Bangalore South Taluk, measuring **05 Guntas**, out of total extent measuring 2 Acres 20 Guntas; and bounded on:

East by : Road
West by : Road
North by : Portion of Sy.No.135 belonging to Siddagangamma
South by : Property of Narayanappa

SCHEDULE "B" PROPERTY

(Description of Undivided share of land agreed to be Conveyed)

.....**Sq. Ft.** of undivided share, rights, title and interest in the Schedule "A" Property, which is the corresponding undivided share of land and common areas, in respect of Schedule "C" Apartment unit.

SCHEDULE "C" PROPERTY

(Description of the Apartment Unit agreed to be Conveyed)

All that piece and parcel of immovable property comprising one apartment unit, i.e., **Flat No.....**, situated in**Floor**,- **block** measuring a super built-up area of **Sq. Ft.**,(which is also inclusive of balconies and a proportionate share in the common areas), with One Covered Parking Space in the Basement/Surface Floor, in the residential apartment Building known as "**ASTORIA PARK**" constructed on the Schedule-A Property (as per plan attached hereto);

SCHEDULE - "D"

RIGHTS OF THE PURCHASER/S

The Purchaser/s shall have the following rights in respect of the Schedule "A" Property and the apartment Building thereon:-

1. The right to own the Schedule "C" Apartment unit, for residential purposes only, subject to this Agreement;
2. The Purchaser/s and all persons authorized by the Purchaser/s (in common with all other persons entitled, permitted or authorized to a similar right) shall have the right at all times, and for all purposes, to use the staircase, passages, and

common areas (except the earmarked respective Car Parking Spaces, the earmarked Garden Spaces allotted to the Ground Floor Apartment Owners and earmarked Terrace Spaces allotted to the Top Floor Apartment Owners with restrictive covenants). The earmarked exclusive areas shall, however, be available when necessary for attending to any repairs, maintenance and/or cleaning overhead/underground water tanks;

3. The right to subjacent, lateral, vertical and horizontal support for the Schedule "C" Apartment unit from other parts of the Building;
4. The right to free and uninterrupted passage of water, gas, electricity, sewerage etc., from and to the Schedule "C" Apartment unit through the pipes, wires, sewer lines, drains and water courses, cables, pipes and wires which are or may at any time hereafter be, in, under or passing through the Building or any part thereof or the Schedule "A" Property;
5. The right to lay cables or wires for Radio, Television, Telephone and such other installations, in any part of the Building, recognizing and reciprocating however, such rights of the other Flat Owners;
6. The right of entry and passage for the Purchaser/s and Purchasers' agents or workmen to other parts of the Building at all reasonable times after notice to enter into and upon other parts of the Building for the purpose of repairs or maintenance of the Schedule "C" Apartment unit or for repairing, cleaning, maintaining or replacing the water tanks, sewer, drains and water courses, cables, pipes and wires causing as little disturbance as possible to the other Apartment Owners and making good any damage caused;

SCHEDULE - " E "
OBLIGATIONS OF THE PURCHASER/S

The Purchaser/s hereby agrees/s, confirm/s and covenant/s the following obligations towards the Developers and other co-owners/flat owners :-

1. The Purchaser/s shall not at any time, carry on or suffer to be carried on in the Schedule "C" Apartment unit, any noisy, offensive or dangerous trade or pursuit which may be or become in any way a nuisance, annoyance or danger to the Developers or the other Apartment Owners or occupiers of the other Apartment

units or the neighbors which may tend to depreciate the value of the said Apartment or any part thereof;

2. The Purchaser/s shall use the Schedule "C" Apartment unit only for residential purpose;
3. The Purchaser/s shall give to the Owners of the other Apartment units, the necessary vertical, horizontal and lateral support for their Apartment units and reciprocate and recognize the rights of the other Apartment Owners in the Building as are enumerated in the Schedule "D" above;
4. The Purchaser/s agree/s that the Purchaser/s shall pay the maintenance charges regularly to the Vendors / Developers or the Association of Flat Owners formed for the purpose of maintenance of the Building; and such maintenance charges shall include all the amounts payable with regard to the common repairs, common interest, common maintenance, painting, etc., including maintenance of internal roads, compound walls and other amenities and facilities provided in the Building constructed on the Schedule "A" Property. The Purchaser/s shall be bound by all the rules and regulations that may be incorporated by the Vendors/ Developers or the Association of Flat Owners;
5. The Purchaser/s shall use all sewers, drains and water lines now in or upon, or hereafter to be erected and installed in, the Building in common with the other Apartment Owners and permit free passage of water lines, sanitary/sewerage lines, electrical lines, through and along the same or any of them and to share with the other Apartment Owners the cost of repairing and maintaining all such sewers, drains and water lines as also the cost of maintaining and repairing all common amenities such as common roads, staircases etc., and to use the same as aforesaid in accordance with the Rules, Regulations, Bye-laws and terms of the Association of the Apartment Owners;
6. The Purchaser/s shall regularly pay the proportionate share of Municipal Taxes, rates and cess, insurance charges, cost of maintenance and management of the Building, charges for maintenance of services like water, sanitation, electricity etc., salaries of the employees of the Association of Flat Owners and other expenses in regard to the Building as may be determined by the Developers or the Association of Flat Owners, from time to time. The liability for such share

shall commence from the date of notice for flat hand over, irrespective of whether the Purchaser/s take/s possession thereof or not;

7. The Purchaser/s shall not put up any hoarding, name plates, sign-boards, graffiti etc., in places other than that demarcated and allotted by the Developers or the Association of Apartment Owners;
8. The Purchaser/s shall keep the common areas, open spaces, parking areas, passages, staircase, lobbies etc., free from obstructions and in a clean and orderly manner and shall not encroach on any common areas or throw rubbish/refuse out of the Apartment unit anywhere on the Schedule "A" Property;
9. The Purchaser/s shall keep the Apartment walls, drains, pipes and other fittings in good and habitable condition and in particular so as to support and protect the parts of the Building other than the Apartment unit of the Purchaser/s and shall carry out internal works or repairs as may be required by the Developers or Association of Flat Owners;
10. The Purchaser/s shall not make any additions or alterations or cause damage to any portion of the Building or the Schedule "C" Apartment unit, and not change the outside color scheme, outside elevation/ facade/decor of the Building otherwise than in a manner agreed to by the majority of the Apartment Owners;
11. The Purchaser/s shall not alter or subscribe to the alteration of the name of the apartment, which shall be known as "**ASTORIA PARK**".
12. The Purchaser/s shall not park any vehicles in any part of the Schedule "A" Property, except in the parking area specifically allotted and earmarked for the Purchaser/s.

ANNEXURE " A "
CONSTRUCTION SPECIFICATIONS

1	Structure	Seismic II compliant RCC framed structure
2	Walls	6" concrete block masonry for external walls and 4" concrete block masonry for internal walls.
3	Doors	Main Door: Engineered wooden door frame/shutter,

		architrave, designer lock with latch, handle, brass hinges, tower bolt and stopper and magic eye Other Doors: Sal Wood Frame and Flush doors with powder coated fittings
4	Windows	3 track Aluminium windows with MS grill protection
5	Flooring	Quality Vitrified flooring for drawing, dining, bedrooms, kitchen and ceramic tiles for balconies with 4" skirting. Antiskid ceramic tiles flooring in toilets.
6	Kitchen	20 mm thick polished granite counter top platform with Stainless steel sink and 2' ceramic dadoing above the granite counter top. Provision for Aqua guard point. Provision for washing machine in utility area.
7	Toilets	Ceramic glazed tiles dado up to 7' height. White colored, EWC with flush tank of make Hindware / Parry-ware / Cera or equivalent make. Health faucet will be provided in toilets. One hot & cold mixer unit for shower and all other fittings and fixtures of make Hindware/Parry-ware/ Jaguar/ or equivalent make in toilets. Provision for Geyser & Exhaust fan.
8	Painting	OPD Paint for internal walls - roller finish and cement paint for external walls over plastered surface.
9	Terrace	Overhead tank, parapet wall, staircase headroom, lift machine room and water proof treated terrace/roof.
10	Basement	Concrete flooring for parking, underground sump, Electrical Generator and Security room, lift well.
11	Electrical	One T.V / Telephone point in the living and master bedroom. . Provision for one split AC in Master Bedroom. Elegant modular electrical switch of Anchor-Roma/BB/Havells or equivalent make. I.S.I mark P.V.C conduits concealed in the walls, Quality copper cables. Adequate number of light, fan, 5 amps - 15 amps plug points shall be provided. MCB for each room and ELCB for the flat shall be provided.
12	Common Area	Staircase and lift. Flooring in lobby/ common area will

		be Vitrified tiles/granites. MS hand rails for staircase and corridor.
13	Power	4 KW for 3 BHK and 3 KW for 2 BHK power supply from BESCOM/KEB and 0.5 KVA generator backup for each apartment. Common area,
14	Water Supply	Potable Bore well/Municipal water, pump, sump, overhead tank provided with concealed pipeline
15	Sanitary / RWP	Disposal to the STP/ Municipal line; internal soil and waste water and rain water pipes are PVC lines.
16	Lift	1 No .8 Passengers lift of reputed make with Generator backup.

IN WITNESS WHEREOF, the Owners/Confirming Party, the Developers and the Purchaser/s have set their respective hands hereunto on the day, month and the year first hereinabove written, at Bangalore;

OWNERS/CONFIRMING PARTY
Rep. by their GPA Holders

DEVELOPERS

Witnesses :

1.

PURCHASER/S

2.