### AGREEMENT OF SALE

THIS Agreement of Sale ("Agreement") is made and executed on this Bangalore.

BY AND BETWEEN:

Section .

- Sri. IGNESHAPPA, aged about 77 years, S/o. Late. Arogya Swamy.
- 1(a) Sri. ARULAMMA, aged about 70 years, W/o.IGNESHAPPA.
- Sri. AROGYA SWAMY, aged about 47 years, S/o. Sri. Igneshappa,
- 2(a) Smt. LUCY SOUMYA, aged about 40 years, W/o. Sri. Arogya Swamy,
- 2(b) Kum. ALISHIYA, aged about 20 years, D/o. Sri. Arogya Swamy,
- 2(c) Kum. AISHWARYA, aged about 17 years, D/o. Sri. Arogya Swamy.

Since 2(c) is a minor represented by her natural guardian father Sri. Arogya swamy.

- Sri. ROBERT, aged about 43 years, S/o. sri. Igneshappa,
- 3(a) Smt. DIVYA JYOTHI, aged about 38 years, W/o. Sri. Robert,
- 3(b) Mast. RONALD, aged about 14 years, S/o. Sri. Robert,
- 3(c) Mast. ROYAL AUGSTIN, aged about 11 years, S/o. Sri. Robert.

Since 3(b) and 3(c) are minors represented by their natural guardian father Sri. Robert.

- Sri. GEORGE EDWARD, aged about 40 years, S/o. Sri.Igneshappa,
- 4(a) Smt. DEEPA, aged about 30 years, W/o. Sri. George Edward,
- 4(b) Mast. HARRY RICHORD, aged about 10 years, S/o. Sri. George Edward,
- 4(c) Mast. CHARLSEDWIN, aged about 5 years, S/o. Sri. George Edward. Since 4(b) and 4(c) are minors represented by their natural guardian father

Sri. George Edward.

All are residing at Begur Village, Begur Hobli, Bangalore South Taluk

Represented by their GPA Holder

M/s. OPERA STRUCTRES,

a partnership firm, No.48, 17th G Cross, J.P Nagar 5th Phase, Bangalore - 560 078

Carti. 6. P.V.

Duly constituted under registered power of attorney Vide document No.JAY-4-00723-2017-18, Stored in CD No.JAYD308 Dated 10.10.2017 Registered at Sub Registrar, Jayanagar, Bangalore – 560 011.

5) M/s. OPERA STRUCTRES, a partnership firm, No.48, 17th G Cross, J.P Nagar 5th Phase, Bangalore – 560 078

Hereinaster called the "VENDORS" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their legal heirs/its legal representatives, successor-in-interest)

AND

M/s. OPERA STRUCTRES, a partnership firm, No.48, 17th G Cross, J.P Nagar 5th Phase, Bangalore – 560 078

Herein after referred to as the "DEVELOPER"

(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their Successor-in-interest);

AND

Mr.XYZ.

Hereinafter collectively referred to as the " ALLOTTEE/PURCHASERS"

(Which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their legal heirs, executors, administrators, successors-in-interest and permitted assignees)

The vendors, Developer and Allotee/Purchaser shall herein after collectively be referred to as the "Parties" and individually as a "Party".

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Whereas as the Vendors 1 to 4 are the absolute owners of immovable converted property bearing Sy.No.295/1, measuring 14 Guntas, (Vide., Conversion Order No.ALN(SB):SR.04/2015-16, dated 13-07-2015, situated at Begur Village, Begur Hobli, Bangalore South Taluk, morefully described in the Schedule hereunder and hereinafter referred to as the Schedule 'A' Property. Whereas the Schedule 'A' Property has been duly converted for residential purpose Vide Conversion Order No. No.ALN(SB):SR.04/2015-16, dated 07-2015.

Whereas Katha of the Schedule 'A' Property has been transferred in the name Vendors and others in the records of B.B.M.P Vide., Katha No.253/295/1 Whereas the vendors 1 to 4 being desirous of constructing a residential apartments of the Schedule 'A' Property have approached the developer to construct Residential Apartments on the Schedule Property since the vendors have no necessary expertise or resources to build the same. On mutual agreed terms, the vendors 1 to 4 had executed a Joint Development agreement in favour of "M/s.Opera Structures"., vide Joint Development agreement dated 10-10-2017 document No.JAY-1-06257/2017-18 C.D.No.JAYD308 registered in the office of the Sub-Registrar, Jayanagar, Bangalore.

And also they had executed a General Power of Attorney dated 10-10-2017 in favour of "M/s Opera Structures"., vide document No.JAY-4-00723-2017-18 stored in C.D.No.JAYD308 registered in the office of the Sub-Registrar, Jayanagar, Bangalore.

Whereas vendors 1 to 4 are entitled to 40% undivided right, title and interest in the land and proportionate 40% of Super built up area to which they are entitles under the Sharing Agreement dated 10-10-2017.

Further, the Vendors No.5/Developer, being the Developer, is entitled to remaining 60% of Super built up and 60% proportionate right, title and interest and car parking space area in the Schedule 'A' Property.

WHEREAS the Vendor and Developer have formulated a scheme for construction of residential apartment building on the Schedule 'A' Property by name "OPERA CANOPUS" (hereinaster called the said scheme), and as per the said scheme a person being interested in acquiring an apartment in the building being constructed on the Schedule 'A' Property (herein after referred to as the building) shall have to acquire or agree to acquire a specific undivided right and interest in the land covered by the said project(being the common areas under law) by virtue whereof, such person will be allotted, own and enjoy a specific Residential Apartment with all matters of common concern, share amenities, facilities, liabilities etc. Upon the completion of the said Scheme, the land covered by the said property will be owned by all such persons owing the Wante &. Q.V. apartments therein as co-owners.

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WHEREAS subsequent to entering into the Joint Development agreement the vendor and the Developer have entered into the Memorandum of Agreement (Sharing Agreement) dated 10-10-2017 and identified apartments falling to their respective shares.

WHEREAS, in pursuance of the same the vendors have secured a plan LPNO:Ad.com/BMH/1141/16-17, was obtained from Bruhath Bangalore MahanagaraPalike, for construction of a Multi-storeyed Residential Apartments consisting of Stilt floor, Ground floor and 3 upper floors on the schedule 'A' Property, (hereinafter called the Plan). Subsequently Commencement Certificate is also issued by the Bruhat , BBMP, Assistant Director Bangalore Mahanagara Palike vide dated Town Planning, Bommanahalli Zone bearing No.

WHEREAS the VENDOR/Developer has submitted application for registration of the project under the provision of The Real Estate (Regulation and Acknowledgement No. Bangalore Vide Development) Act,2016 at dated

WHEREAS in pursuance to the above Scheme, the Purchasers having come to know about said project, being interested in acquiring a residential apartment in the said project, has approached the Developer and had applied for has gone through the title deeds, the purchase of an apartment on construction particulars, the Plans and other details, and after having been fully satisfied with the title of the vendor and hence shown interest to purchase an apartment in the said project as mentioned hereinafter.

WHEREAS the ALLOTTEE/Purchasers has chosen an apartment out of the apartments available for sale and hence has agreed to purchase the apartment Floor being constructed on , identified as BHK apartment, on the schedule 'A' Property in the residential apartment called "OPERA CANOPUS", measuring carpet area of square feet (out of super built up square feet of undivided share along square feet) and with one covered car parking area at Stilt Floor along with proportionate undivided right, title and interest in the land (defined as common areas under law with common rights in respect of common areas) which is more fully and particularly described in the Schedule hereunder and hereinafter called and referred to as the SCHEDULE 'A' PROPERTY, for a valuable sale consideration and on certain mutually agreed terms and conditions as mentioned hereinafter; The Schedule Property/ apartment agreed to be conveyed under this agreement

is one of the apartment allotted to the share of the Developer as per the terms War wt 1- 6. @. 1%.

of herein the said Memorandum of Agreement (Sharing Agreement) dated 10-10-2017 entered into by and between the Vendors and the Developer.

WHEREAS THE Vendor are the absolute owner of the Schedule 'A' Property and the title to the Schedule 'A' Property is clear and marketable. The Developer confirms that the Developer has secured the development rights under the registered Joint Development Agreement dated 10-10-2017 and entitled to develop the Schedule 'A' Property and is entitled to convey the residential apartments fallen to the share of the Developer.

WHEREAS the vendor and the Developer have offered to sell the Schedule Property to the purchasers and purchasers has agreed to purchase the Schedule Property. WHEREAS the parties herein above are desirous of reducing the mutually agreed terms and conditions into writing as under.

### **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

- The vendor/Developer shall sell and transfer the schedule 'A' property to the purchasers and / for a total consideration of Rs. / (Rupees
  - only). The said sale consideration includes the land cost, construction cost, BWSSB capital contribution, KEB & Generator, KPTCL Deposits/charges, cost of Car parking, as mutually discussed and agreed upon by and between the Developer and the purchasers.
- 2. The Purchaser has paid a sum of Rs. /- (Rupees Only)
  Chq No. , Dated. , Bank as advance to
  the Developer and receipt of which is hereby acknowledged by the
  Vendors/Developer.
- 3. The Purchaser has paid a sum of Rs.

  Chq No. , Dated. , Bank as advance to the Developer and receipt of which is hereby acknowledged by the Vendors/Developer.
- 4. The balance sale consideration shall be paid by the purchasers to the developer as per the payment schedule as mentioned at schedule-B which shall be a part and parcel of this agreement. Payment in terms of schedule B herein is essence of this agreement and under no circumstances there shall be delay in payment schedules. In case of delay in making the

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payment and such delay exceeds 30 days of the due date, the purchasers is liable to pay to the developer such amount due along with interest at equivalent to the State Bank of India highest marginal cost of lending rate plus 2% in case the purchaser fails to pay the said some do along with the interest and search amount due exceeds 60 days then in such an event the developer shall cause 30 days notice demanding for payment of all the dues with interest. In case the purchasers pain to pay the dues within the said period of 30 days, then the developer is entitled to cancel the allotment and sell the apartment to third parties in such event sum of Rs.

(Rupees

only) (10%) shall be deducted as cancellation charges and balance amount shall be returned to the purchasers without and sell the sell the sell that the sell t

be deducted as cancellation charges and balance amount shall be returned to the purchasers without any interest and such amount shall be paid after sale of the apartment to third parties. Upon termination of this Agreement, the purchaser/s shall not have any claims over the schedule property.

- 5. Similarly if the developer fails to deliver the schedule 'A' property to the Purchase within the stipulated, the developer liable to pay interest at equivalent to the State Bank of India highest marginal cost of lending rate plus 2 % to the purchasers on the amount received by the developer for such a delay period.
- 6. The developer shall deliver the possession of the schedule 'A' property on or before December 2019 however in case of any delay not attributable to the conduct of the developer i.e., due to any order of injection by any Court of law or due to non-availability of the materials due to the strike or other changes in the policies of the government any delay caused due to war flood drought fire cyclone earthquake or any other natural calamity or act of god affecting the regular development of the real estate project ("Force Majeure"). In case of any such event as mentioned above and the completion of the project is delayed due to the above mentioned course measure conditions then the purchasers agrees that the developer shall be entitled to search extension of time for delivery of possession of the apartment however it is mutually agreed upon in between the parties hereto that after submission of the application for grant of Occupancy certificate the time taken by the planning authority for issuing Occupancy certificate shall not be at attributable to the conduct of the developer and such time taken by the planning authority from the date of receipt IT application for Occupancy certificate and issue of the Occupancy certificate by the planning authority shall stand excluded and shall not be deemed to be delay on the part of the developer.
- 7. The vendor/developer shall provide Occupancy certificate for the project "Opera Canopus" to be issued by the competent authority.
- 8. The Allottee/purchasers is provided with copies of all title deeds relating to schedule 'A' property and after being satisfied with the title of the vendor or

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developers of the schedule 'A' property and the developers right to develop schedule 'A' property, the Allottee/purchaser/s has entered into this agreement the original title deeds of the schedule 'A' property will be ultimately handed over to the association to be formed by all the owners of the apartments in the schedule 'A' property.

9.The Allottee/purchaser/s shall bear the cost of stamp duty payable on this agreement.

10. The vendor or developer agrees to execute sale deed in favour of the allotte/purchasers on payment of all sums mentioned herein.

11. The Allotte/purchaser/s shall be entitled to sub-let, transfer or convey the rights under this agreement to any person or persons after payment of all the money due under this agreement and other use of whatsoever nature to the developer or vendor and with information in writing to the Vendor/Developer and shall pay such transfer fee as may be imposed by the vendor or developer in this behalf.

12. The Allottee/Purchasers Shall pay and bear the additional expenses to the Vendor/Developer if the Vendor/Developer provides additional facilities such as integrated DTH/High speed Internet installation/set up charges, solar charges which would be the benefit And enjoyment of the Allottee/Purchasers. The Vendor/Developer shall inform such charges well in advance before the possession of the schedule 'A' property.

13. The stamp duty, registration charges, prevailing at the time of registration of sale deed, legal expenses and all other miscellaneous and incidental expenses for execution and registration of Sale Deed including the Stamp Duty and Registration Fee that may be demanded by The Special Deputy Commissioner for Detection of Under Valuation of Stamps and other Authorities shall be borne by the Allottee/purchasers/s.

14. The Developer shall incur the Municipal taxes in respect of schedule 'A' property as well as the schedule 'A' property till date of sale deed in favour of the Allottee/Purchasers. The Allottee/Purchasers shall liable to pay Municipal taxes with respect to the schedule 'A' property from the date of execution of the sale deed or taking the possession of the schedule 'A' property/Apartment whichever is earlier.

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- 15.The Allottee/purchasers is/are entitled to secure Khata of schedule in property after execution of the sale deed at the cost and expenses of the Allottee/purchasers.
- 16.It is agreed that the building in schedule 'A' property shall be held by all the apartment owners in the building and each of them having proportionate undivided share and ownership in the land as per the terms and conditions herein and to be contained in the sale deed to be obtained from the vendor/Developer. All passages, lifts, staircases, water lines, sewerage lines and also other facilities which are used in common by other Apartment owners in the building will belong to and vest in the apartment owners jointly to be used by all the owners of such building in common. None of the apartment owners shall place any obstructions or Store or keep any articles in the common areas of the building.
- 17. The Allottee/Purchasers agrees to own and enjoy schedule 'A' property along with undivided right, title and interest in the common areas as mentioned above with other owners/purchasers of undivided shares and title in schedule 'A' property and shall be entitled to all such rights and restrictions and obligations that would be imposed on the purchasers in the common interest of all the purchasers that would be mentioned in the sale deed under which the schedule 'A' property would be conveyed to the Allottee/ purchasers.
- 18. The vendor/developer for other agrees to execute additional items of work (other than as specified in schedule 'A' property) as required by the Allottee/purchasers in writing on separate and mutually agreed get any additional items of work done by his/ her/ their own agency only /Developer which will be on payment of the entire cost of the apartment and without structural and elevation alteration.
- 19. The Allottee/purchasers shall not make any structural alterations to the schedule 'A' property and or affect any change to the plan/elevation and shall not alter and/are meddle the electricity water and sanitary layouts in schedule 'A' property and shall not in close the balconies attached to the apartment. The Allottee/purchasers/s, however, while carrying on the interior decoration work within the schedule 'A' property shall not cause any nuisance/annoyance to the occupants of the other apartments in the building and shall not use the common areas Open Spaces in the schedule 'A' property for dumping materials/debris etc. The Allottee/purchaser/s shall strictly observe the rules, regulations, restrictions that may be generally/specifically imposed/prescribed by the developer or the agency appointed or the owners Association, periodically for the maintenance of all common areas and facilities in the project.

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- 20.All interior related works that the Allottee/purchasers may take up on their own can be taken up only after handing over possession of the apartment to the Allottee/purchaser/s by the developer. The Allottee/purchasers shall carry out interior works only during the day time between 9 A.M. and 6 P.M on working days. The developer does not owe any responsibility for any breakages damages caused to any of the finishing works or the structure already handed over to the Allottee/ purchasers, but originally carried out by the developer. The developer is not answerable to any thefts during the course of the interior works the Allottee/purchasers/s shall not allow any workers/labours to stay asleep in the apartment while undertaking the interiors. The developer is entitled to evict such unauthorised persons, if found.
- 21. The car parking spaces provided in the schedule 'A' property are for the benefit of all the buyers/owners/occupants of the apartments in the project. Specific car parking spaces are to be allotted to each buyers/ owners of the apartments to the facilitate orderly use of car parking spaces. In the absence of such allotment, there will be un-regulated use of the car parking spaces resulting in disharmony and periodical disputes amongst owners/users of the apartments. In view of the same the allottee/purchasers has have irrevocably authorised the developer to allot specific car parking spaces to each of the owners by years of the apartments in the mutual interest of one and all in order to maintain peace cordiality and harmony among the owners occupants of the building and to avoid disputes. The Allottee/purchasers further declare that he she there is a bound by any such allotment of parking spaces and shall not be entitled to challenge a question the rights of the developer in doing so and father this is from making any issue of lines in respect thereto in view of the upper side the developer is allotting exclusive car parking spaces are the ground floor 1st floor surface parking to the purchasers to specifically apply for the same and the Allottee or purchasers will not object to search allotment the developer has earmarked the car parking area subject to what is stated above.
  - 22. The Allottee/purchase hereby agree/s and undertake/s to become a member/s of the owner's Association as and when formed by the owners of the all apartments in the building sign and execute all applications for membership and other papers bye-laws and documents as May necessary to form the association and/run the said Association. The Allottee/purchaser/s shall follow and complain all the bye-laws and all the rules and regulations of the said Owner's Association and proportionately share the expenses for running the Association and its anti-6. Q.V. activities referred to herein.

- 23.It is specifically made clear that the said Owners Association on its formation is not only for the purpose of attending to the social activities of its members consisting of the owners or occupants of a development in the project but also for the management Administration and Control of the infrastructure and for collecting common expenses/maintenance charges for acute and maintenance of infrastructure and all other amenities, facilities etc..,
- 24. That until formation of an association by the purchasers of the apartments in the project, the developer may undertake maintenance and upkeep of common areas and facilities in the project or interest the same to an agency for the same the purchasers Shall pay proportionate sums for maintenance of common areas and facilities in the project to developer/agency.
- 25. The Allottee/purchasers/s shall permit the developer and/or agency and/or Association is formed, their agents, with or without workman at all reasonable times to enter into and on the schedule Apartment or any part there off for the purpose of repairing, maintaining, rebuilding, cleaning and keeping in order and condition all services, trains or other conveniences belonging to or servicing are used for the schedule apartment and also for the purpose of laying, maintaining, repairing and testing training, water pipes and electric wires and for similar purposes and also for the purpose of cutting off the supply of water and electricity and other facilities etc., to the schedule property who have defaulted in paying the shares of the water, electricity and other charges and common expenses.
- 26. The vendor / developer shall deliver and put the Allottee / purchaser/s in actual, physical, vacant position of schedule 'A' property on execution of sale deed against payment of balance sale price and all other amount due until this agreement and compliance of all the terms herein. However the Allottee/purchasers shall obtain the position of the schedule 'A' property within a period of 15 days from the date of the letter caused by the developer to the Allottee/purchasers that the schedule 'A' property is ready.
- 27. Upon such position of the premises in schedule 'A' property herein being delivered to the Allottee/purchasers/s, the Allottee/purchasers shall be entitled for use and occupation of the said apartment for lawful residential use only and shall bear the maintenance charges and other expenses from the date of taking the possession.
- 28. Any notice or correspondence to be sent to any party under this agreement shall be addressed and sent to the respective addresses mentioned in this agreement and such notices and correspondence are

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deemed to have been served on the parties if addressed and sent by speed post/courier or by personal delivery or by email sent to the email address furnished in the booking form or allotment application. The party sending notice/correspondence is not responsible for non-delivery due to change in the address of the party changing the address is not intimated in writing the change in the address.

- 29.In case there are joint Allottee/purchasers(s) all communications shall be sent by the developer to the Allottee/purchasers whose name appears first under the address given by the Allottee/purchasers which shall for all intents and purposes be considered as properly served on all the purchasers.
- 30. Subject to clause below, in the event of default by the lender flash developer, the Allottee/purchasers/s is/are entitled to enforce specific performance of this contract. Similarly in the event of default by the Allottee/purchasers, the vendor/developer shall be entitled to enforce specific performance of this agreement or take action as per this agreement.
- 31. The courts at Bangalore alone shall have jurisdiction in all matters relating to this agreement.

#### 32. INDULGENCE:

Any delay tolerated or intelligence shown by the vendor/developer in enforcing the terms of this agreement or any forbearance are giving of time to the Allottee/purchasers shall not be construed as a waiver on their part as any breach or non-compliance of any of the terms and conditions of this agreement by the Allottee/purchasers know she'll the same in any manner prejudice the right of the vendor/developer.

#### 33. COMPLETE AGREEMENT:

The parties acknowledge that this agreement is the complete agreement this agreement supersedes brochures letter of offer/payment plan, and any prior agreements and representations between the parties, whether written or oral any such prior agreements are cancelled as at this date.

#### 34. AMENDMENT:

No decision or exercise of discretion/judgement/opinion/ approval of any matter arising out of or contained in this agreement will be tamed to amend this agreement this agreement may be amended only by a written document executed between the parties.

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All that piece and parcel of property bearing BBMP Municipal No:253/295/1 and Municipal No:254/295/1, residentially converted land bearing Sy.No.295/1, measuring 14 Guntas, (Vide., Conversion Order No.ALN(S.B):SR/04/2015-16, dated 13-07-2016) situated at Begur Village, Begur Hobli, Bangalore South Taluk, within the limits of BBMP and bounded

EAST

: GROGORY PROPERTY.

WEST

: LATE CHINNAPPA'S SON'S PROPERTY.

NORTH

ROAD.

SOUTH

: PROPERTY BEARING NO:295/2.

## SCHEDULE PROPERTY

# (DESCRIPTION OF APARTMENT AGREED TO BE SOLD UDER THIS AGREEMENT)

All that piece and parcel of apartment bearing No. , identified as Floor, being constructed an Schedule A Property in the residential apartment project called "OPERA CANOPUS" measuring Carpet square feet ( out of super built up area of square feet of undivided share along with one covered car parking area at Stilt floor parking along with proportionate undivided right, title and interest in the Land (defined as common areas under law with common rights in respect

### SPECIFICATIONS :

#### STRUCTURE:

- R.C.C. COLUMNS & STRUCTURE
- Solid Concrete block Masonry

#### PLASTERING:

External water Proof sponge finish and internal smooth plastering.

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#### FLOORING FINISHES:

Vitrified flooring in hall, bedrooms & dining.

Granite/Kota stones in Staircases & Common Areas

Ceramic Glazed wall Tiles dado upto 7'ft height in toilets

Anti-Skid tile flooring in Balconies & Toilet

#### PAINTING:

Interior: Acrylic Emulsion paint with roller finish

Enamel paint for internal doors

Exterior: Cement based paint - Snowcem/Surfacoat

#### KITCHEN:

Black Granite platform with stainless steel sink, 2ft height wall tiles Above the cooking platform.

#### WINDOWS:

Powder Coated Aluminium frames with plain Glass and Grills.

#### DOORS:

Entrance Door/Main Door -Wood Frame with solid Flush Door

Shutter with Teak Wood veneer.

Other Doors: Sal Wood Frames with 30mm door shutters with enamel paint.

#### WIRING:

Concealed Copper Wiring for lighting, heating, TV & Telephone Points.

#### SANITARY:

Sanitary Fittings & Fixtures of ISI Mark for all toilets.

# SCHEDULE - B PAYMENT SCHEDULE

1.	Rs. shall be pa	/- (Rupees id towards the Land cost and Ground preparation.	only)
2.		/- (Rupees id on Commencement of the Ground Floor Slab.	only)
3.		/- (Rupees id on Commencement of the First Floor Slab.	only)
4.	Rs. Shall be pa	11 - Common amount of the Cocond Floor Clab	only)
		Da H. G. Q. V.	13

5.	Rs. /- (Rupees Shall be paid on Commencement of the Third Floor Slab.	only)
6.	Rs. /- (Rupees Shall be paid after the completion of the concern flat brick work.	only)
7.	Rs. /- (Rupees shall be paid after the completion of the concern flat plastering Flooring work.	only) ng and
8.	Rs. /- (Rupees shall be paid at the time of possession.	only)

IN WITNESS WHEREOF the parties herein have hereunto set their hands on the day, month and year first above mentioned before the following witnesses.

#### WITNESSES:

1)

Cowlib. P.M.

**VENDORS** 

2)

(dout to b.V.

DEVELOPER

**PURCHASERS**