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AGREEMENT OF SALE

THIS AGREEMENT OF SALE IS MADE AND EXECUTED ON THIS DAY OFDAY OF MARCH TWO THOUSAND(../.../2018) AT BANGALORE:

:BY AND BETWEEN:-

1. **Smt.SHANTALA CHENGAPPA**
Wife of Mr. C.B. Chengappa,
Aged about 51 years,
2. **Sri. C.B. CHENGAPPA**
Son of Late C.K.Belliyappa,
Aged about 48 years
Both are residing at No.7-A, 29th Main Road,
2nd Stage, B.T.M.Layout, Bangalore – 560 076

All are represented by duly constituted
Registered GPA Holder:-
M/s.GAG Builders and Developers,
Represented by its proprietor
Sri.V.SATHYANARAYANA RAJU

Hereinafter called the "**OWNERS**".

AND

M/s GAG BUILDERS AND DEVELOPERS,
No.29/30, Bilekahalli, Next to Apollo Hospital,
Bannerghatta Road, BANGALORE – 560 076
By its Proprietor:-**Sri.V.SATHYANARAYANA RAJU**

Hereinafter called the "**BUILDER**".

IN FAVOUR OF

Mr. CUSTOMER

ADDRESS

Hereinafter called as the "**PURCHASERS**"

THAT EXPRESSIONS WHEREVER THE CONTEXT SO REFERS AS **OWNERS, BUILDER AND PURCHASERS** SHALL MEAN AND INCLUDE THEIR RESPECTIVE LEGAL HEIRS, PARTNERS, REPRESENTATIVES, ADMINISTRATORS, EXECUTORS, SUCCESSORS-IN- INTEREST AND ASSIGNS ETC.,) **OF THE RESPECTIVE PARTS:**

WITNESSETH:

WHEREAS the Owners above named represents that they are the full and absolute owners by right, title and in actual possession and enjoyment of all that property bearing Khata Nos.268, 269 and 270 which is now amalgamated as Khata bearing No.268/269/270/12/1 situated at Vajarahalli Gramathana, Uttarahalli Hobli, Bangalore South Taluk, Bangalore presently within the jurisdiction of Bruhath Bangalore Mahanagara Palike, Vajarahalli, Bangalore. Each of the properties are abutting one another and in continuation in all measuring about total 24,775 Square Feet, together with all rights of easements,

appurtenances whatsoever either underneath or above the surface and as morefully described as items in the Schedule "A" hereunder and hereinafter referred to as the Schedule "A" property;

TITLE HISTORY

WHEREAS on perusal of the records/documents provided it is apparent that the Schedule "A" Property was the part of larger extent of Property owned by Smt. Smt.Lalitha S.Rao and Sri.C.R.Srinivas Rao husband and wife who owned the said properties bearing Khata (New) Nos.268, 269, and 270 respectively.

WHEREAS the property bearing Khata No.268 was held by Smt.Lalitha S.Rao who purchased from one Sri.M.Muniyappa who was holding the property under sale deed dated 19/1/1994, registered as document No.7132/1993-94 in Volume 843, at pages 240 to 245 in the Office of the Sub-registrar, Kengeri;

WHEREAS the property bearing Khata No.269 Smt.Lalitha S.Rao purchased from Sri.C.R.Satish & C.R.Venkatesh who was holding the property having acquired in terms of sale deed dated 29/6/1983, registered as document No.2298/1983-84 in Book-I, Volume 1988 at pages 183 to 187 in the Office of the Sub-registrar, Bangalore South Taluk, Bangalore;

WHEREAS the property bearing Khata No.270 was held by Sri.C.R.Srinivas Rao who purchased from Sri.B.C.Seetharam under sale deed dated 28/4/1988, registered as document No.1260 in Book-I, Volume 2828, at pages 116 to 122 in the Office of the Sub-registrar, Bangalore South Taluk, Bangalore and were in possession and enjoyment of the same.

WHEREAS the First Party No. 1 **Smt.SHANTALA CHENGAPPA** of the above members submit that she became full and absolute owners by right, title, interest in all that residential (Gramatana) property bearing Katha No.8 then changed 18 and presently bearing No.268 and 269 situated at Vajarahalli Gramatana, Uttarahalli Hobli, Bangalore South Taluk, Bangalore presently within the jurisdiction of Bruhath Bangalore Mahanagara Palike, Vajarahalli, Bangalore land measuring 6075 square Feet plus 11700 square Feet in all 17,775 Square Feet by virtue of registered Sale Deed dated 21/08/2002, registered as document No.8868/2002-03 and stored in C.D. No.98 in the Office of the Sub-Registrar, Kengeri, Bangalore and Sale Deed dated 21/08/2002, registered as document No.8866/2002-03 and stored in C.D. No.98 in the Office of the Sub-Registrar, Kengeri, Bangalore and thus became owner of all properties bearing Khata Nos.268 and 269 and in total measuring 17,775 square feet together with the structures/building standing thereon. Thus **Smt.SHANTALA CHENGAPPA** became the absolute owner and is in continuation peaceful possession and enjoyment and paying municipal taxes;

SIMILARLY Party No. 2 **Sri.CHENGAPPA.C.B** represents submit that he became full and absolute owner by right, title, interest of all that (Gramathana) property bearing Khata No 160 New No. 270 (presently) situated at Vajarahalli Gramathana, Uttarahalli Hobli, Bangalore South Taluk, Bangalore presently within the jurisdiction of Bruhat Bangalore Mahanagara Palike, Vajarahalli, Bangalore. The land measuring East-to-West; 70 Feet and North-to-South: 100 Feet in all about 7000 square Feet together with the structures/building standing thereon having purchased from Sri.C.R.Srinivas Rao in terms of registered Sale Deed dated 21/08/2002, registered as document No.8871/2002-03 in Book-I and stored in C.D. No.98 in the Office of the Sub-Registrar, Kengeri, Bangalore. From the date of purchase Sri.Chengappa C.B is in continues peaceful possession and enjoyment of the Properties and has paid all municipal taxes;

WHEREAS the First party have noticed that they have lost Document No.7229/81-82, Book-1, Vol:1804, in pages 30-32 and Document bearing No.7243/81-82, Book-1, Volument-1792, in pages 220-221 registered at Sub-registrar Office Bommanahalli, Bangalore. The lost complaint was registered with Basavanagudi Police station on 19/11/2013 the acknowledgement is evidenced by G.S.C. No.PO 1376130600822 and the First Party have also caused a Public Notice in English daily and Kannada daily to that effect.

WHEREAS when the properties were put together it measured about 24,775 square feet which is a larger extent. For maximum utilization of the area, the parties have felt it wise to amalgamate the properties and obtain single Khata in joint names to the full extent for better utilization and to exploit better usage by putting up constructions got amalgamated Khata as per the terms of Special Notice issued by Bruhat Bangalore Mahanagara Palike dated 31/07/2013 vide No.DAW-198/KTR-478/2013-14 as Property bearing No.268/269/270/12/1 jointly in the names of Sri.Chengappa C.B. and Smt.Shantala Chengappa

interms of DEED of AMALGAMATION dated 15/07/2013, which is evidenced by Khata Certificate and Extract dated 31/07/2013 issued by Assistant Revenue Officer, Bruhat Bangalore Mahanagara Palike in the names of First Party/Owners.

WHEREAS the Schedule "A" Property is ideal for development into Residential Apartment Buildings and the Owners who were desirous of developing the schedule "A" property for similar intention, got obtained approved plan and license vide L.P.No.Ad.Com/RJH 1037/2013/14, dated 16/11/2013, issued by Assistant Director of Town Planning Authority, Rajarajeswari Nagar Circle, BBMP, Bangalore by the Bruhath Bangalore Mahanagara Palike authorities to construct multistoried residential apartments on the schedule property.

WHEREAS the Owners to exploit the usage of the Schedule "A" Property for better usage, returns and to develop the Schedule Property into multi-storied residential apartments entered into Joint Development Agreement with M/s.GAG Builders & Developers represented by its Proprietor Sri.V.Sathyanarayana Raju registered as Document bearing No.JPN-1-08770-2013-14 stored in CD No.JPND 243 in the Office of Sub-registrar J.P.Nagar, Bangalore.

WHEREAS the owners to enable the Builder enter into the Schedule ~A~ property land and develop in to multistoried residential complex and sell or dispose of the share allotted to Builder as Builders Constructed Area in the form of Apartments, have executed and registered General Power of Attorney dated 05/12/2013, registered as document No. No.JPN-1-310-2013-14 stored in CD No.JPND 243 in the Office of Sub-registrar J.P.Nagar, Bangalore.

AND WHEREAS consequent to the said developmental agreement and by the weight of the power of attorney granted the Builder approached and got obtained sanctioned Plan/license bearing L.P.No.Ad.Com/RJH 1037/2013/14, dated 16/11/2013, issued by Assistant Director of Town Planning Authority, Rajarajeswari Nagar Circle, BBMP to construct residential apartments consisting of TWO BLOCKS "A" & "B" and each block consisting of Basement/Stilt Floor for Car Parking, Ground Floor, First Floor, Second Floor, Third Floors and Terrace Floors and the residential complex being identified as **"GAG AMRUTHA(CLASSIC AMRUTHA)"**. In terms of the registered developmental agreement and in pursuance of the agreement both the parties felt it wise and entered into Sharing of the apartments inters of Supplementary sharing agreement dated 12/12/2013 as detailed therein together with corresponding share in undivided, right, title in the land and the areas mentioned (approx.) in the project and respective Car Parking slots.

SCHEME FOR DEVELOPMENT

WHEREAS accordingly a scheme has been formulated by the OWNERS and the BUILDER for the construction and sale of Residential Units/Flats to be built on the Schedule "A" Property. To have marketable title to the apartment a buyer of an Apartment shall have undivided right, title and interest in the land Schedule 'A' Property from the owners and get constructed the apartment having super built area together with certain rights, obligations and enjoyments in enjoyment of the Apartment with other owners of residential complex and with or without car parking slots. WHEREAS pursuant to the scheme, the BUILDER under taken developmental activities in the Schedule "A" Property.

WHEREAS, the PURCHASERS desirous of owning an apartment has approached the Developer for purchase of an Undivided share in Schedule 'A' Property and apartment to be constructed on Schedule A Property, and having regard to the number of apartments to be constructed along with common areas to be developed on Schedule A Property, and allotted to the share of Developer i.e., the Developers Constructed Area, the Developer has agreed to sell to the Purchasers **Sq. Fts** undivided share in the Schedule 'A' Property (more fully set out in Schedule 'B' hereunder and hereinafter referred to as **Schedule B property**) corresponding to the apartment bearing No. which is a on the **Ground Floor** in **Block 'A'** (more fully set out in Schedule 'C' hereunder and hereinafter referred to as **Schedule 'C' property**) in the project known as **"GAG AMRUTHA(CLASSIC AMRUTHA)"** to be constructed on the Schedule 'A' Property;

AND WHEREAS, the Purchasers after having inspected the documents of title relating to the Schedule 'A' Property, the Scheme formulated by the Developer, Sanction Plan, Specifications and other documents relating to the Building and after being satisfied has agreed to join the Scheme and purchase undivided share described in Schedule 'B' Property on the terms and condition contained herein;

AND WHEREAS, the Vendors/Developers hereby represent that the Schedule A property is free from all encumbrances Charges, litigations, attachments before or after judgments, tenancy or other claims including any claims from any other family members and that the Vendors title to the Schedule A

property is clear valid and marketable and there are no impediments to develop the same or sell any portion thereof;

AND WHEREAS, the Purchaser has entered into this Agreement with the Developer for construction of Schedule 'C' Apartment along with proportionate undivided share purchased herein, the Schedule 'B' Property subject to the terms and conditions contained hereunder:

NOW THIS AGREEMENT FOR SALE WITNESSETH AS FOLLOWS:

1. SALE CONSIDERATION & PAYMENT

- 1.1. That in pursuance of the foregoing and in consideration of the mutual obligations undertaken by the Parties hereto and in consideration of the advance paid on this day by the Purchaser to the Developer, the Developer hereby agrees to sell and the Purchaser hereby agrees to purchase a bedroom apartment bearing No on Ground in Block **A Block** of the Development known as "**GAG AMRUTHA(CLASSIC AMRUTHA)**" having a super built-up area of square feet (more fully described in Schedule 'C' hereunder and hereinafter referred to as **Schedule 'C' Property**) (comprising of floors, ceiling, walls between the apartments) and proportionate share in all the common areas together with one car parking, and corresponding **Sq. Fts** undivided share in the Schedule 'A' Property more fully set out in Schedule 'B' hereunder and hereinafter referred to as **Schedule 'B' property**) for a total sale consideration of Rs...../- (**Rupees Only**) including the other costs as stated in Statement of Account at Schedule F annexed to this Agreement, subject to the terms, conditions and covenants herein contained. The Developer agrees to deliver the Schedule C Apartment by August, 2017 (subject to Clause 1.10 hereunder).
- 1.2. Payment of total Sale Consideration and other charges is the essence of this agreement and shall be paid by the Purchaser as per the Payment Schedule set forth below.

The Purchaser has on this day paid a sum as advance and balance sums shall be paid as per the payment schedule as follows:

i. Advance

Cheque No & Date / Bank	Amount
«Booking_Cheque_No».....	Rs.....
«Agreement_Chq_Nos»	Rs.....

ii. Payment Schedule

GAG AMRUTHA(CLASSIC AMRUTHA) – Payment Schedule	
On Booking	100000.00
Agreement Value	20%
Land payment	15%
1 st Slab	10%
2 nd Slab	10%
3 rd Slab	10%
4 th Slab	10%
5 th Slab	10%
Completion of Masonry, Plastering & Flooring	10%
Handing Over + Other charges*	5% and balance sums*
* Plus Stamp duty and Registration Charges + Misc Charges + All other sums due towards deposit or pro-rata charges.	

Note: Booking Amount will be included in 20%.

- 1.3. The Purchasers assures the Developer that the balance of sale price and other amounts payable under this agreement as set forth above shall be paid by the Purchasers herein, without default. In view of the construction of multiple blocks, the Developer has informed the Purchasers and the Purchasers is aware that any default in payments of the balance amount would affect the entire project as well as expose the Developer to financial loss and also affect the other Purchasers and consequently delay the completion of the Project. It is expressly agreed and made clear that the deposit charges towards infrastructure facilities such as BESCOM, BWSSB, etc., pro-rata charges payable to the authorities is subject to actuals and demand of the authorities at the time of payment. The figures indicated now is only tentative and may subject to changes depending on prevailing rates at the time of demand and payment. Any of the above charges which are indicated tentatively herein shall be paid as per actual by the Purchasers as per the final demand at the time of conveyance.
- 1.4. The total Sale consideration payable in the manner set out in Clause 1 above, the Purchasers shall also be liable to pay:-
- 1) The Stamp Duty, Registration, Misc and legal charges in regard to the Deed of Conveyance in respect of the Schedule 'B' Property and Schedule C Property.
 - 2) The cost and taxes as applicable on any work executed by the Developer either in addition to or in modification of what is specified in Schedule 'C' and the cost of any extra facilities provided by the Developer on the request of the Purchasers.
 - 3) Maintenance of Rs. 25 /- per sq. ft of the Schedule 'C' Apartment for entire year payable in advance which shall become payable from the date the apartment is ready for possession. The Developer or if maintenance entrusted to a Maintenance Agency, shall carry out the maintenance of the building. The amount stated above is only an estimate. Should there be a need for additional maintenance sums, the same shall become payable on demand. The Developer or the Maintenance Agency shall handover the maintenance to the Apartment Owners Association whenever formed and handover if any, balance of the Maintenance sums. That the Purchasers shall not seek for refund of maintenance deposits paid for the purpose of the maintenance of the Building Blocks and all its common areas, facilities, amenities.
 - 4) The Purchasers have agreed to maintain the Garden Area next to for common use and enjoyment of the owners of the said residential buildings and the same shall be kept free from obstructions and Constructions at all times and always be kept as garden area only. The Purchasers should maintain the Garden area neat and tidy.
- 1.5. The Purchasers agrees that the undivided share that will be conveyed to the Purchasers shall be corresponding to the apartment constructed/ to be constructed and the Purchasers will have no objection to any variation in the undivided share agreed under this agreement and the area of undivided share which will be finally conveyed proportionate to the super built area agreed to be sold hereunder. The statement of the Project Architect in this regard shall be final and binding on both the Parties hereto and the Purchasers will have no objection to such variation in the constructed area or any changes or alternations made in the building plan to meet the site conditions without changing the built-up area of the apartment. The Purchasers agrees that any increase in the area will be paid for extra at the same rate stated herein by the Purchasers and any decrease in the area, the Developer will refund the sale price for such decreased area at the same rates stated herein. The Developer shall make best efforts to use equivalent materials as available in the market.
- 1.6. The Purchasers agrees that the cancellation of this agreement by the Purchasers is only for exceptional cases with valid reasons to the satisfaction of the Developer. The Developer shall at its sole discretion and on case to case basis may consider/approve the cancellation and terminate this agreement by forfeiting 15% of the Purchase Value. If the 15% of the Purchase Value to be forfeited and the amount of interest due and payable by the Purchasers, exceeds the amount paid, in such an event the entire amount paid by the Purchasers to the First Party shall stand forfeited and the Purchasers shall not have any claim of whatsoever nature and the Developer will be entitled to re-allot and resell the undivided share in land and the apartment to any other person, on such terms and conditions as the Developer deem fit.
- 1.7. The Purchasers is aware that it is his/her/their responsibility to remit the TDS at the time of conveyance, at the prevailing rate from to time for all the payments made as per the scheduled of

payment excluding maintenance deposit and registration charges towards the unit purchased. The Purchasers has authorized the Developer to remit the TDS deducted on his/her/their behalf due to administrative reasons. The Developer hereby undertakes to provide such certificate of deduction as required within 10 days of the request received from the Purchasers.

- 1.8. Any default by the Purchasers in payment of installment thereof on the due dates shall be construed as breach of contract committed by the Purchasers and in the event of such breach, the Developer shall, at their option be entitled to charge monthly compounded interest at the rate of 24% p.a. on the delayed/defaulted installments or any overdue payable by the Purchasers to the Developer from the date of default till the date of payment.
- 1.9. The Purchasers agrees that if delay/default in payment continues for a period of 3 months, then treat a sum of 15% of the Purchase Value by the Purchasers as forfeited and rescind this agreement. In addition the Purchasers hereby agrees to pay the overdue interest that may have accrued for non payments till such date, VAT and Service Taxes paid to the government and the balance amount, if any, due to the Purchasers shall be paid within 12 weeks from the date of disposal of the Apartment to others after deducting administration charges. In the event, if the amount i.e., 15% of the Purchase Value to be forfeited and the amount of interest due, the VAT and Service Taxes paid to the government payable exceeds amount paid, in such event the entire amount paid by the Purchasers to the Developer shall stand forfeited. The Developer shall thereafter be entitled to reallocate and resell the apartment to any other person and on such terms and conditions as the Developer deems fit.
- 1.10. The date stipulated for delivery of the Schedule 'C' Apartment shall have an additional grace period of 6 months and subject to variation on account of force majeure or acts of God or Government Orders/Restriction/delay, Controls or any Notification of the Government, Municipal Authority, any Court or Public or Competent Authority prohibiting or interfering in construction activities, or restrictions in carrying out construction activities or any acts of third party or Owners or due non-availability of major construction materials, civil commotion, transport and labour strike, hartals, bandhs, incessant rains, or delay due to the electrical, water, sanitary connections from the sanction/statutory authorities, delay in payments by the Purchasers and other reasons which are beyond the control of the Developer. The Developer shall under any of the said events or any other event which is beyond the control of the Developer, shall be entitled for automatic extension of time for delivery and possession of the completed premises and until such all the monies are paid by the Purchasers. The Purchasers shall not be entitled to claim any damages/losses against the Vendor/Developer under any circumstances on the ground mentioned herein. In the event of any delay beyond the grace period after excluding all the force majeure time period, the Developer shall pay the Purchasers Rs.5 per square feet of super built-up area per month of delay of the Schedule C Apartment till delivery, provided the Purchasers shall have paid all the amounts payable as per this agreement.
- 1.11. The Developer shall hand over the Schedule C Apartment in habitable condition but due to operational difficulties it may not be able to provide all amenities club house or complete all the common areas at the time of possession which is dependent on the entire sale of the apartments and occupation. This shall not be construed as delay or non-completion on part of the Developer.
- 1.12. The sale of the undivided share is to enable the Purchasers to own an apartment and the Purchasers shall not seek partition or division or separate possession in respect of undivided share which is allotted out of Schedule 'A' Property under any circumstances.
- 1.13. The Purchasers shall not be entitled to the possession of the Schedule 'C' Apartment until payment of all payments due to the Developer under this agreement and all payments due to in regard to the undivided share are paid by the Purchasers.

2. TITLE / TITLE DEEDS

The Purchasers are provided with copies of all title deeds relating to Schedule 'A' Property and after being satisfied as to the title of the Owners to the Schedule 'A' Property and the Developer's right to develop the same has entered into this Agreement. The Purchasers/s shall not be entitled to further investigate the title of the Vendor and/or power of Developer to develop and sell and no requisition or objection shall be raised in any manner relating thereto. The Original/Certified Copies of documents of title of Schedule 'A' Property will be ultimately handed over to the Association which will be formed by all the Purchasers/owners of the Apartment Building to be

constructed on the Schedule 'A' Property and the Purchasers shall automatically become a member upon purchase of the apartment.

The Vendors/Developers also covenant and assure the Purchasers that the Schedule A property is not an encroachment on any other property nor is the schedule A property or the property on any Raja Kaluve, Drain, etc that would in any way adversely affect the Purchasers in the use and enjoyment of the Schedule C Property.

3. EXECUTION OF SALE DEED, STAMP DUTY, FEES

- 3.1. The Developer agrees to execute Sale deed for sale of Schedule 'C' Property in favour of the Purchasers on compliance of the terms and payment of all sums mentioned herein and after the Schedule 'C' Apartment is ready for possession. The Purchasers agrees not to claim conveyance or possession till compliance of all its terms. The parties hereto shall co-operate with each other for registration of the Sale Deed in pursuance of this agreement.
- 3.2. The Developer agree to execute the sale deed after fulfillment of all the terms hereof and the Purchasers has agreed for the same. The Purchasers agrees not to claim possession till Sale Deed is executed and registered in his/their favour.
- 3.3. The stamp duty, registration charges prevailing at the time of registration of Sale Deed, legal expenses and all other miscellaneous expenses for execution and registration of Sale Deed shall be borne by the Purchasers. The Purchasers is liable to bear the stamp duty and registration charges prevailing at the time of executing the Sale agreement.
- 3.4. In addition, if the Purchasers do not register his unit by way of sale deed within a period of 30 days from the date the Developer issuing a Demand Notice to Register, the Purchasers shall pay maintenance charges for the said period commencing from the date of notice ready for possession. In addition, if the Purchasers does not register his unit within 30 days from the date of aforesaid letter irrespective of whether possession is taken or not, the Developer shall assume that the Purchasers is not interested in owning the apartment and hence at its sole discretion terminate this agreement and refund after holding 15% of amounts paid by the Purchasers without interest as forfeited, and in addition deduct administrative and maintenance charges as per actuals, and return the balance amount within 60 days of such termination, and the Developer shall be entitled to re-allot and resell the undivided share in land and the apartment to any other person and on such terms and conditions as they deem fit.

4. PROPERTY TAX

The Developer shall pay Municipal taxes and other rates and outgoings on the Schedule 'A' Property up to the date of Purchasers taking possession of the Schedule 'C' Apartment or on expiry of 15 days from the date of notice in writing to the Purchasers that the Schedule 'C' Apartment is ready for use and occupation, whichever is earlier. Thereafter, the Purchasers shall be liable to pay the taxes. Upon completion of the construction, the Schedule 'C' Apartment will be separately assessed to municipal property taxes. The Purchasers shall be liable to pay the municipal/property taxes accordingly.

5. NATURE OF USAGE

- 5.1. It is agreed that the building to be constructed in Schedule 'A' Property in which Schedule 'C' Apartment is situated shall be held by all the apartment Purchasers owning apartment in the said building, 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 Owner and Developer.
- 5.2. The Developer has the right to allot and sell additional Parking Areas to Purchasers and to allot these areas to specific Apartment for their exclusive use and enjoyment. However, such allottees will not have any right to put up any construction in these allotted additional Parking areas. The Purchasers shall not in any manner, object to or obstruct the use of these exclusive Parking Areas.
- 5.3. The parking space specifically allotted to Purchasers in the limited common area is for their exclusive use and enjoyment and such Purchasers shall not have the right to put up any construction in the parking space or enclose the same or use/convert it for any purpose other than using it for car parking.

- 5.4. The Purchasers/s agree/s to own and enjoy Schedule 'B' Property to be sold and the Schedule 'C' Apartment to be built in common with other owners and or Purchasers of undivided shares and title in Schedule 'A' Property as Co-Owners and shall be entitled to all those Rights stated in Schedule 'D' herein and the Purchasers/s be liable to comply and adhere to the restrictions and obligations imposed on the Purchasers as detailed in Schedule 'D' herein. The rights and obligations imposed as detailed in Schedules 'D' and 'E' hereunder are common to all apartment owners, the Developer however shall be entitled to confer additional benefits and rights or impose additional restrictions and obligations to specific Purchasers at their discretion.
- 5.5. The Purchasers/s further covenant/s to use and enjoy the common areas and amenities such as garden areas, terrace areas not specifically allotted to any apartment owner, common electrical lines and lighting, water lines, sewers, drains, pipes, internal driveways, pavements, etc., in Schedule 'A' Property in common with other apartment owners and other occupants of Schedule 'A' Property. The Purchasers/s shall not place objects/things/articles which hinder free use of any common areas and amenities. The Purchasers/s shall not use common areas, driveways, open spaces in 'building' for dumping materials/debris etc.
- 5.6. The Purchasers/s shall strictly observe the rules, regulations, restrictions that may be generally/specifically imposed / prescribed by the Developer for the maintenance of all common areas and facilities in Schedule 'A' Property and/or 'building'.
- 5.7. Since the development comprises of construction of several blocks, Purchasers/s shall not obstruct the use of the common area to access the ongoing construction of various Blocks and shall question the right of enjoyment of the common areas and passages and other amenities and facilities in Schedule 'A' Property retained by the Developer and /or their transferees and/or persons authorized to use the apartments by the Developer.

6. NOT TO OBSTRUCT DEVELOPMENT

Since the development comprises of construction of several blocks, the Purchasers/s shall not obstruct or hinder the progress of the construction of the building and other developments or any part thereof in the Schedule 'A' Property.

7. KHATA TRANSFER

The Vendor/Developer hereby covenants that he will assist the Purchasers/s to secure A -khata of Schedule 'C' Property at his/her/their cost from the Bangalore Mahanagara Palike and the Developer shall sign necessary consent letters to secure the A-Khata.

8. FORMATION OF ASSOCIATION

The Developer is entitled to form Association and have the same registered any time hereafter. It is mandatory for the Purchasers to become members of such association and to comply with all the rules and regulations thereof. Purchasers are made aware that after the Building is handed over to the association, it is mandatory for the associations to maintain and be fully responsible for all water, electrical, fire, lift, pressure and other equipments and other safety equipments, AMC's/Insurance and to comply with all conditions stipulated in the permissions and No-Objection Certificates issued by various statutory Authorities. The Association will maintain the buildings/blocks with the common amenities and facilities at their own cost. The Association shall also ensure periodical inspection of all such equipments and facilities are made by them so as to ensure proper functioning of such equipments.

9. NOTICES

All letters, receipts or notices issued by the Developer dispatched under Registered Post Acknowledgement Due / Local Courier Service to the address of the Purchasers given in this agreement will be considered as sufficient proof of service thereof on the Purchasers and shall effectually discharge the Developer from the obligations to issue any further notice.

10. INDULGENCE

The Parties hereto agree that in the event of there being any delay in or indulgence shown by either of the parties with regard to the enforcement of any of the terms of this agreement the same shall not be construed as a waiver of rights on the part of the party showing such

indulgence or forbearance and the parties shall be entitled to enforce such right without prejudice to such indulgence or forbearance shown.

11. POSSESSION

The Developer shall put the Purchasers in constructive Possession of Schedule 'B' Property and actual, physical, vacant possessions of Schedule 'C' Apartment on execution of Sale Deed and /or against payment of all amounts due under this Agreement and on compliance of all the terms in both Agreements. That on execution of sale deed the Purchasers/s shall not have any claim of whatsoever nature against the Developer. The First Party shall deliver the possession of the Schedule 'c' Property in all aspects only after payment of all the amounts as detailed in the Payment Schedule including the maintenance deposit (as per annexure) mentioned in the agreement before Oct 2019 with an additional grace period of 3 months. If the handover of possession is delayed beyond the grace period, the first party will pay the lump sum of Rs.5000/- (Rupees Five Thousand Only) per month as unpaid sum for the said flat.

12. ARBITRATION

The Parties agree that in case of any dispute arising in respect of this agreement, the matter shall be referred to arbitration to a Sole Arbitrator in accordance with the provisions of Arbitration and Conciliation Act, 1996, as may be amended from time to time. The proceedings shall be held at Bangalore and conducted in the English language.

13. JURISDICTION

The Parties hereto agree that the Courts in Bangalore alone shall have exclusive jurisdiction with regard to this agreement.

14. COMPLETE AGREEMENT

The parties acknowledge that this agreement is the complete agreement between the parties.

15. AMENDMENT

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

16. SEVERABILITY

In the event of any provision of this agreement being declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indications of the same are received by either of the parties from any relevant competent authority, the parties shall amend that provision in such reasonable manner as it achieves the intention of the parties without being illegal or at the discretion of the parties it may be severed from this agreement and the remaining provisions of this agreement shall remain in full force.

17. CUSTODY

This Agreement is prepared in One set. The Original set shall be with the Purchasers/s and the Photo Copy of the same set shall be with the Developer.

18. THE OWNER and DEVELOPER/VENDOR COVENANTS WITH THE PURCHASERS AS FOLLOWS:

- 18.1. That the absolute sale of the Schedule 'B' and 'C' Property in favour of the Purchasers shall be free from attachments, encumbrances, Court or acquisition proceedings or charges of any kind;
- 18.2. That the Owner is the absolute owner of the Schedule 'A' Property and that their title thereto is good, marketable and subsisting and they have the power to convey the same;
- 18.3. That the Developer agrees to do and execute or cause to be executed all acts, deeds and things, as may be required by the Purchasers, perfectly assuring the title of the Purchasers to the Schedule B and C Property;

- 18.4. That the Developer will not convey or cause to be conveyed to any person, any interest in the Schedule 'A' Property, without incorporating the covenants and stipulations as are agreed to and undertaken as between the Owner/Confirming Party and the Purchasers as per this agreement;
- 18.5. That the Developer will pay all taxes and cess in respect of the Schedule 'A' Property up to the date of sale or up to the date of issue of notice ready for possession of the Schedule 'C' Apartment, whichever is earlier;
- 18.6. That the Developer has on this day delivered a set of photo copies of the documents of title with regard to the Schedule 'A' Property as what is agreed to be conveyed is a smaller portion of the larger property;
- 18.7. The Owners shall keep the Purchasers fully indemnified against any claims, losses and damages that they may suffer on account of any defect in the title of the Schedule 'A' Property. The Owners/Vendors shall not be responsible for any defect noticed in the building after a period of 6 months from the date of delivery of the possession of the same to the Purchasers/s. However, small air cracks or natural wear and tear shall not be considered as defect, and the Vendors shall not be responsible for consequential non-structural crack resulting from differential co-efficient terminal expansion etc.

19. THE PURCHASERS COVENANTS WITH THE OWNER/DEVELOPER AS FOLLOWS:

- 19.1. The Purchasers covenants to abide by all the terms of this Agreement including Schedule 'D' and 'E' which constitute integral part of this agreement;
- 19.2. That the Purchasers shall not be entitled to claim conveyance of the Schedule 'B' Property until the Purchasers fulfils and performs all the obligations and completes all payments under this agreement;
- 19.3. That the Purchasers will bear the cost of stamp duty and registration charges, legal expenses and other incidental expenses for conveying the Schedule "B" and C' Property in favour of the Purchasers;
- 19.4. That the Purchasers has inspected the documents of title relating to the Schedule 'A' Property belonging to the Owners and scheme formulated by the Developer, has entered into this agreement after being satisfied about the title of the Owners to the Schedule 'A' Property and the Scheme formulated by the Developer and the shares allotted to the Developer as Developer Constructed Area;
- 19.5. Without prejudice to the rights of the Developer under this agreement, the Purchasers shall be charged a sum of Rs.1500/- each, if any of the Cheque issued by the Purchasers is dishonored for whatever reasons;
- 19.6. That the Purchasers or any one claiming through the Purchasers will use the common areas, pathways and all the common amenities forming part of **"GAG AMRUTHA (CLASSIC AMRUTHA)"**, without causing any obstruction or hindrance to similar right possessed by other Purchasers of **"GAG AMRUTHA (CLASSIC AMRUTHA)"**.
- 19.7. The Purchasers hereby agree that he/she has no objection of the Developer raising finance / obtaining loan with any bank / financial institution for this project.
- 19.8. The Developer may develop the building in the Schedule 'A' Property and the Developer reserves easementary rights in perpetuity in the common areas leading to each of the apartment and other development/s in the Schedule 'A' Property and it is a restrictive covenant of a perpetual easementary right which runs with the corresponding undivided share in the Schedule 'A' Property agreed to be purchased by the Purchasers under a separate Agreement of Sale is irrevocable under any circumstances. Further the apartment Purchasers shall have no right to question such use and enjoyment of the common areas, passages and other amenities and facilities in Schedule 'A' Property for the apartment Purchasers and/or their transferees and/or persons authorized by Owner.
- 19.9. The Purchasers shall pay all the amounts demanded and due from time to time without any defaults.

19.10. The Purchasers shall not be entitled to transfer/assign/agree to convey the rights under this Agreement in favor of anyone else except with the prior written consent from the Purchasers and subject to payment of transfer fee of Rs.100 per sq. ft of the Schedule 'C' Apartment to the Developer.

SCHEDULE "A" PROPERTY
LAND ON WHICH RESIDENTIAL APARTMENTS ARE BUILT

All that residential land property bearing Nos.268, 269 and 270 having amalgamated Municipal No.268/269/270/12/1, situated at Vajarahalli Gramathana, Uttarahalli Hobli, Bangalore South Taluk, Bangalore presently within the jurisdiction of Bruhath Bangalore Mahanagara Palike, measuring in 24,775 Square Feet. Together with all rights and, appurtenances whatsoever either underneath or above the surface of the land including the building/structures standing thereon or bounded on:

EAST	: Road;
WEST	: Private Property
NORTH	: SOFIA SCHOOL; and
SOUTH	: Gramathana Road

:SCHEDULE "B" PROPERTY:

30 % equivalent to 337.50 (Approx.) Sq.Ft of right, title, interest and ownership in land of Schedule "A" Property.

:SCHEDULE "C" PROPERTY:

ALL that Residential Apartment bearing No..... in Ground FLOOR "A" BLOCK of residential complex identified as "GAG AMRUTHA (CLASSIC AMRUTHA)" apartments which is under construction in Schedule "A" Property measuring 1125 Sq.Ft., (APPX) Super Built-Up Area approximately together with proportionate share in common areas, passages, lobbies, staircases and other areas of common use with ONE Covered Car Parking in the Basement Floor.

:SCHEDULE "D":
:RIGHTS OF THE PURCHASERS/S OF APARTMENT:

The Purchasers/s shall have the following rights in respect of the Schedule "A" Property and the Building to be constructed thereon;

- 1) The right to construct an Apartment more fully described in the Schedule "C" above for residential purposes.
- 2) The right and liberty to the Purchasers and all persons authorised or permitted by the Purchasers (in common with all other persons entitled, permitted or authorised to a similar right) at all times, and for all purposes, to use the staircases, passages, terrace and common areas in the Building for ingress and egress and use in common.
- 3) The right to subjacent lateral, vertical and horizontal support for the Schedule "C" Apartment from the 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 through the pipes, wires, sewer lines, drain 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 by the Schedule "A" Property;
- 5) Right to lay cables or wires for Radio, Television, Telephone and such other installations, in any part of the Building, however, recognising and reciprocating such rights of the other Apartment Owners;
- 6) Right of entry and passage for the Purchasers with/without 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 to or maintenance of the Schedule "C" Apartment or for repairing, cleaning, maintaining or removing 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 ON THE PURCHASERS:

1) The Purchasers shall become a Member of the Owners' Association after the building is constructed and agree to observe and perform the terms and conditions and bye-laws and rules and regulations of the Association that may be formed and pay the admission fee and other fees that may be required. The maintenance of the entire multistoried building shall be done by "Sellers"/Builders until formation of Association and Purchasers shall pay all common expenses and other expenses, taxes and outgoings in terms of this Agreement .

2) The Purchasers shall keep the apartment, walls, floor, roof, drains, pipes and appurtenances thereto belonging in good condition so as to support, shelter and protect the parts of the entire building.

3) The Purchasers shall not at any time cause any annoyance, inconvenience or disturbance or injury to the occupiers of other apartments/Terrace area and parking spaces in the building by:-

- a) Closing the lobbies; stairways, passages and parking spaces and other common areas:
- b) making any alterations in the elevation or both faces of external doors and windows of the apartment/parking space to be acquired by Purchasers which in the opinion of the Owners' Association or Builder differ from the colour scheme of the building.
- c) Not to make any structural alterations inside the apartment and shall not make any fresh openings;
- d) Not to default in payment of any taxes or levies to be shared by the other owners of the Schedule "A" Property or common expenses for maintenance of the building.
- e) Creating nuisance or annoyance or damages to other occupants and owners by allowing pounding, running machinery and causing similar disturbances and noises.
- f) Installing machinery, store/keep explosives, inflammable/prohibited articles which are hazardous, dangerous or combustible in nature.
- g) By using the common corridors, stair cases, lift lobbies and other common areas either for storage or for use by servants at any time.
- h) Bringing inside or park in the Schedule "A" Property any lorry or any heavy vehicles.
- i) Using the apartment or portion thereof for purpose other than for residential purposes and not to use for any illegal or immoral purposes.
- j) By draping clothes in the balconies and other places of building;
- k) By entering or trespassing into the Parking Areas Garden Areas and Terrace Areas not earmarked for general common use.
- l) Not to throw any rubbish or used articles in Schedule "A" Property other than in the Corporation Dustbin provided by the Corporation near the property.

Not to undertake any interior decoration work or additions, alterations inside the apartment involving structural changes without prior consent in writing of the Builder.

:SCHEDULE "F":

:STATEMENT OF ACCOUNT:

«Apartment_Type» Apartments		
SBUA Sq. ft		

Car Parking		
BWSSB		
KPTCL		
VAT & Service Tax		
TOTAL		

**: SPECIFICATION OF APARTMENTS TO BE BUILT ON
SCHEDULE PROPERTY:**

CIVIL:

- RCC Framed Structure with zone II complaint designed for seismic loads.
- All External & Internal walls would be of Solid concrete block masonry.
- External wall plastering will be of sand face cement plaster and internal wall plastering would be of lime rendered.
- Main entrance lobby flooring and staircase flooring would be of combination of marble and tiles or Granite and tiles.
- Vitrified flooring in Living, Dining and Kitchen.
- Laminated Wooden flooring for master bedroom
- Vitrified Tiles for other bedrooms.
- Antiskid tile flooring in the Balconies, Utility and Toilets.
- Ceramic tile dadoing in toilets up to 7 Feet height.
- Ceramic tile dadoing upto window height above the Kitchen platform.
- Kitchen Platform would be of Polished Granite with Stainless steel sink with drain board of standard make.
- Entrance door would be made of teak wood frame and high quality moulded skin door. The other doors would be of Hardwood frames with high quality moulded skin doors
- 3 track aluminum/UPVC windows of standard make.
- All window and balcony grills would be of standard MS sections with enamel paint.
 - Premium emulsion for internal walls.
 - Weather Proof Paint for external walls and common areas.

PLUMBING AND SANITARY

- CPVC Piping of ISI makes for all the water lines. PVC piping of ISI makes for all sanitary lines.
- Geyser points in all the bathrooms.
- Aqua guard, geyser and chimney points in kitchen.
- Jaguar range or equivalent CP fittings will be provided.
- Hindware or equivalent sanitary fixtures will be provided.
- Underground and overhead storage tanks of suitable capacity. Bore well as an Auxiliary source of water supply.
- Rainwater harvesting system to recharge the water table.

ELECTRICAL WORKS

- PVC Concealed conduits of standard make for point wiring.
- Anchor makes copper wiring.
- Anchor or Roma switches would be provided.
- Full fledged electrification.
- Geyser points and exhausts points in all the bathrooms.
- TV and telephone points in living and master bed rooms.

- 3-5 KVA of power for each flat.
- Standard and approved electrical panels and distribution system.

GENERAL FACILITIES

- 24 Hours uninterrupted water supply with sufficient source of corporation and bore well water supply system synchronized with standard automation system.
- DG Backup power back up for common areas lighting, pumps and lifts.
- Passenger Lifts of suitable capacity
- Sump tank having a storage capacity for one and half days would be provided.
- Rain water harvesting system to recharge the water table.
- Ample car parking in the Stilt floor.
- Children's Play Area
- Gym/Party hall

IN WITNESS WHEREOF THE PARTIES HEREUNTO HAVE SIGNED AND EXECUTED THIS AGREEMENT TO
SELL ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

DULY CONSTITUTED GPA HOLDER FOR
OWNERS

Proprietor.
BUILDER

PURCHASERS

WITNESSES:

(1)

(2)