

AGREEMENT TO SELL

THIS AGREEMENT TO SELL IS MADE AND EXECUTED ON THIS ____ DAY OF ____ TWO THOUSAND EIGHTEEN (____/____/2018) AT BANGALORE BY AND BETWEEN:

BETWEEN :

CELEBRITY STRUCTURES INDIA PRIVATE LTD,

Represented by its Managing Director and authorized signature

SRI. P. SURESH REDDY

S/o. Sri. P. Sudhakar Reddy,

Aged about 49 years

Having its office at No. 810, Bilwapriya Platina, 27th Main Road,

Sector -1, HSR Layout, BANGALORE – 560 102.

(PAN: _____)

(Herein after called as the “**Owner/s/Developer/s/Seller/s** (which expression wherever the context so requires or admits shall mean and include its/his/her/their heirs, executors, administrators and assigns) of the **FIRST PART.**

AND

1. Sri. _____

S/o. _____

Aged about _____ (PAN: _____)

(AADHAR No: _____),

2. Sri. _____

S/o. _____

Aged about _____ (PAN: _____)

(AADHAR No: _____),

Both are Residing at _____

_____.

(Hereinafter referred to as the “**PURCHASER/S/S/ALLOTTEE/S**”, which term wherever the context permits shall mean and include his/her/their heirs,

successors, assigns, executors, administrators and legal representatives **OF THE SECOND PART**

As the context may require the Owner/s/Developer/s/Seller/s and the Purchaser/s/s/ Allottee/s are sometimes hereinafter collectively referred to as the "Parties" and severally as a "Party".

FLOW OF TITLE:

1. WHEREAS, all that piece and parcel of the land bearing Sy. No. 4/3, measuring 0-9 Guntas, situated at Arenuru Village, Attibele Hobli, Anekal Taluk, Bangalore District ("hereinafter referred to as the **"Item No.1"**"), belonged to Sri. P. Suresh Reddy S/o P. Sudhakar Reddy, having acquired the same from Sri. Rama Reddy and others, under a Sale Deed dated 15.07.2013, registered as Document No. ABL-1-02657/2013-14, Book-1, stored in CD No. ABLD168, at the office of the Sub Registrar, Attibele, Anekal Taluk, Bangalore District. Accordingly, the khatha of the same has been transferred vide MR bearing No. H2/2013-14 in his favour.
2. WHEREAS, all that piece and parcel of the land bearing Sy. No. 5/1, measuring 0-20 Guntas, situated at Arenuru Village, Attibele Hobli, Anekal Taluk, Bangalore District ("hereinafter referred to as the **"Item No.2"**"), belonged to Sri. Suresh Reddy S/o P. Sudhakar Reddy, having acquired the same from Sri. Rama Reddy and others, under a Sale Deed dated 15.07.2013, registered as Document No. ABL-1-02657/2013-14, Book-1, stored in CD No. ABLD168, at the office of the Sub Registrar, Attibele, Anekal Taluk, Bangalore District. Accordingly, the khatha of the same has been transferred vide MR bearing No.5/2013-14 in his favour.
3. WHEREAS, all that piece and parcel of the land bearing Sy. No. 5/2, measuring 01 Acre 07 Guntas, situated at Arenuru Village, Attibele Hobli, Anekal Taluk, Bangalore District ("hereinafter referred to as the **"Item No.3"**"), belonged to Sri. Suresh Reddy S/o P. Sudhakar Reddy, having acquired the same from Sri. P. Nagaraju and others, under a Sale Deed dated 22.09.2004, registered as Document No. ANK-1-12211/2004-05, Book-1, stored in CD No. ANKD38, at the office of the Sub Registrar, Anekal, Bangalore District. Accordingly, the khatha of the same has been transferred vide MR bearing No.25/2004-05 in his favour.
4. WHEREAS, all that piece and parcel of the land bearing Sy. No. 6, measuring 0- 16 Guntas, situated at Arenuru Village, Attibele Hobli, Anekal Taluk, Bangalore District ("hereinafter referred to as the **"Item No.4"**"), belonged to Sri. Suresh Reddy S/o P. Sudhakar Reddy, having acquired the same from Sri. S.P. Srinivas and another, under a Sale Deed dated 06.08.2004, registered as Document No. ANK-1-08737/2004-05, Book-1, stored in CD No. ANKD33, at the office of the Sub Registrar, Anekal, Bangalore District. Accordingly, the

khatha of the same has been transferred vide MR bearing No.21/2004-05 in his favour.

5. WHEREAS, subsequently Sri. P Suresh Reddy being desirous of developing the Item No.1 to Item No.4 lands from agricultural to non-agricultural residential purpose has applied and obtained a conversion vide Orders in the following manner respectively:
 - a. Vide Conversion Order dated 13.04.2015, bearing No. ALN(A)(A)CR/224/14-15, issued from the office of the Deputy Commissioner, Bangalore District;
 - b. Vide Conversion Order dated 13.04.2015, bearing No. ALN(A)(A)CR/224/14-15, issued from the office of the Deputy Commissioner, Bangalore District;
 - c. Vide Conversion Order dated 17.12.2013, bearing No. ALN(A)(A)SR/292/04-05, issued from the office of the Special Deputy Commissioner, Bangalore District;
 - d. Vide Conversion Order dated 17.12.2013, bearing No. ALN(A)(A)SR/292/04-05, issued from the office of the Special Deputy Commissioner, Bangalore District.
6. WHEREAS, subsequently the aforesaid Sri. P Suresh Reddy has executed a Gift Deed (registered as document No. ANK-1-00472/2016-17, stored in CD No. ANKD402, at the office of the Sub Registrar, Anekal), with respect to the above said converted lands bearing (i) Sy.No. 4/3, measuring 09 Guntas (from and out of totally measuring 0- 18 Guntas), the land bearing (ii) Sy.No. 5/1, measuring 20 Guntas (from and out of totally measuring 01 Acre) the land bearing (iii) Sy.No. 5/2, measuring 01 Acre 07 Guntas and the land bearing (iv) Sy.No. 6, measuring 0-16 Guntas), all situated at Arenuru Village, Attibele Hobli, Anekal Taluk, Bangalore District to and in favour of his son Sri. P. Sanketh Reddy S/o Sri. P. Suresh Reddy.
7. WHEREAS, Subsequently Sri. P. Sanketh Reddy has executed a Joint Development Agreement (dated 29.04. 2016, registered as document No. ANK-1-00474/2016-17, stored in CD No. ANKD402, at the office of the Sub Registrar, Anekal), and General Power of Attorney, (dated 29.04. 2016, registered as document No. ANK-4-00025/2016-17, stored in CD No. ANKD402, at the office of the Sub Registrar, Anekal), with Celebrity Structures India Private Ltd., ("Developer/s"), represented by its Managing Director Sri. P. Suresh Reddy thereby interalia empowering the Developer/s to develop the above said lands into a residential layout consisting of plots with a different dimensions. Accordingly, Sri. P Sanketh Reddy and the

Developer/s are entitled for the saleable sital area with a ratio of 32 : 68 respectively.

8. WHEREAS, the Owner/ Developer/s being desirous of developing the above said lands along with the other adjacent lands have entered into a separate Joint Development Agreements with its respective land Owner/s and on a mutual understanding with the respective other Owner/s, thereby pooling all the lands into a single hotchpots to develop entire lands to residential layout by showing the common areas, common utilities and other common facilities. In furtherance thereof, the respective land Owner/s/developer/s of the compressed lands alongwith the Developer/s herein have applied and obtained the approved layout plan sanction vide Order dated 15.09.2016, bearing No. APA/LAO/77/2015-16.
9. WHEREAS, Subsequent to which all the land Owner/s who have contributed their lands for the formation of the aforesaid residential layout joined along with the Owner/Developer/Seller/s have entered into a Sharing Agreement dated 19.10.2017 and have allocated the sites as per their respective shares. Wherein, all that piece and parcel of the **Site bearing No. 56, measuring to an extent of 2117.31 square meters**, (carved out in the land bearing (i) Sy.No. 4/3, measuring 09 Guntas (from and out of totally measuring 0- 18 Guntas), the land bearing (ii) Sy. No. 5/1, measuring 20 Guntas (from and out of totally measuring 01 Acre) the land bearing (iii) Sy.No. 5/2, measuring 01 Acre 07 Guntas and the land bearing (iv) Sy.No. 6, measuring 0–16 Guntas), all situated at Arenuru Village, Attibele Hobli, Anekal Taluk, Bangalore District [**which is morefully described in the Schedule herein above and hereinafter referred to as the “Schedule A Property”**], is one such site fallen to the share of the Owner/Developer/Seller/s.
10. WHEREAS, the Owner/Developer/Seller/s further being desirous of constructing the Schedule A Property into a residential apartment consisting of stilt, ground, first, second, third and terrace floor with several residential units therein have applied and obtained approved plan sanction by Member Secretary, STRR Planning Authority, Bangalore, dated 11.05.2018. issued by the STRR Planning Authority vide order, bearing No. STRRPA/TP/CC/157/2017-18. The Owner/Developer/Seller/s, has/ have also obtained all other necessary approvals for commencement of construction as per the Sanctioned plan.
11. WHEREAS pursuant to all the above the Owner/Developer/Seller/s have been developing the Schedule “A” Property, in to a residential apartment buildings along with the Common Areas, and the Common Amenities and Facilities applicable to the entire development in the Schedule “A” Property, the entire development is known as **“CELEBIRTY AVENUE”** and hereinafter referred to as the “Project” and as per the Sanctioned Plan, the Project consists of stilt, ground, first, second, third and terrace floor.

12. WHEREAS the Project has been registered under the provisions of the Act with the Real Estate Regulatory Authority (RERA) of Karnataka, and the registration is granted under section- 5 of the Real Estate (Regulation and Development) Act, 2016 to the project "CELEBIRTY AVENUE", vide Registration No: _____, Dated : __/__/_____.
13. WHEREAS in terms of the Scheme formulated by the Owner/Developer/Seller/s Seller, any person/s interested in owning an Apartment in the Project will be entitled to acquire undivided share in the Schedule "A" Property corresponding to the built up area of the apartment agreed to be constructed for the Purchaser/s/s in the Project and the Purchaser/s/s herein made an application for allotment of an Apartment in the Project and the Purchaser/s/s has been allotted Apartment No. _____, on the _____ Floor of the Project "CELEBIRTY AVENUE", having a carpet area of _____ Square feet and super built up area of _____ Square feet along with __ (_____) car parking slot bearing No: ____ of area _____ Square feet (____x____) in the _____, with proportionate share in the Common Areas of the Project.
14. WHEREAS the Developer/s Seller have informed the Purchaser/s/s and the Purchaser/s/s is/are fully aware and has consented that the Common Areas and Common Amenities in the Project, shall be maintained by the associations of apartment Owner/s in the Project once the maintenance being handed over the Associations of the Owner/s.
15. WHEREAS the Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
16. WHEREAS the Parties hereby confirm that they are signing this Agreement after taking legal advice and with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
17. WHEREAS the Parties, relying on (i) the confirmations, representations and assurances of each other (ii) to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now entering into this Agreement on the terms and conditions appearing hereinafter;

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

DEFINITIONS :

Unless the contrary intention appears and/or the context otherwise requires, in addition to the terms defined elsewhere including but not limited to the Schedules/Annexures to this Agreement, the definition listed below shall apply throughout this Agreement.

(1) “**Act**” means the Real Estate (Regulation and Development) Act, 2016 (Central Act of 2016) and includes the Karnataka Real Estate (Regulation and Development) Rules, 2017 where the context so requires;

(2) “**Additional Charges**” shall mean and include the following in relation to the sale / conveyance / lease / license of the entire “Saleable Area “at the “Project” calculated net of taxes as may be fixed / charged by the Developer–

- (a) Preferential location charges,
- (b) Power backup charges,
- (c) Club membership and Amenities charges,
- (d) BWSSB,KEB and PCB Charges,
- (e) Khatha transfer and KEB Name change charges,
- (f) Registration of Sale agreement & Sale deed (Stamp duty, Reg. fee ..etc)
- (g) Interest on delayed payments/penalty or penal charges, from Purchaser/s/s/Allottee/s
- (h) Charges collected for allotment/allocation of car parking space;
- (i) Forfeiture amount / earnest money,
- (j) Cheque bounce charges to be collected from Purchaser/s/s, if any,
- (k) Transfer fee / charges collected till Completion,
- (l) Holding charges collected from Purchaser/s/s,
- (m) Cancellation Charges
- (n) Insurance proceeds and
- (o) Other Charges
- (p) All other Revenue received from the prospective Purchaser/s/s, interest income received from the “Project”, advertisement fee and any other amounts to be received from the Purchaser/s/s of whatsoever nature except for the pass through Charges.

(3) “**Agreement**” shall mean this agreement to sell the Schedule ‘C’ Property and construction of the Schedule ‘C’ Apartment, including the schedules and annexes hereto, as may be amended from time to time;

(4) “**Allottee/s**” shall mean the Purchaser/s/s of residential apartments in the “Project” to whom a residential apartment has been allotted/sold (whether as freehold or leasehold) or otherwise transferred by the Developer/s, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such residential apartment is given on rent.

(5) **"Applicable Laws"** means all laws, statutes, regulations, codes, bye-laws, ordinances, treaties, judgments, decrees, directives, rules, guidelines, orders, policies and other requirements of any Governmental Authority having jurisdiction over the Schedule "A" Property which are in effect or as may be amended, modified, enacted or revoked from time to time hereafter;

(6) **"Association of Apartment Owner/s (Purchaser/s/s/Allottee/s)"** shall all mean the same, being the Association of Apartment Owner/s to be formed by the Owner/s, in respect of the Project as per the provisions of the Karnataka Apartment Owner/ship Act, 1972;

(7) **"Association Agreement"** shall mean the Maintenance Agreement between the Association and the service provider for maintenance of the Common Areas and the Common Amenities and Facilities of the Project;

(8) **"Apartment/ Apartments"** shall mean the residential apartment units in the Project

(9) **"Balance Sale Consideration"** shall mean any part of the sale consideration which has not been paid and is required to be paid under this Agreement in terms of the instalments set out in the payment plan in terms of **Annexure I** hereto, each of which individually also being Balance Sale Consideration and collectively also referred to as Balance Sale Consideration.

(10) **"Balance Cost of Construction"** shall mean any part of the Cost of Construction which has not been paid and is required to be paid under this Agreement in terms of the instalments in the payment plan in terms of **Annexure II** hereto, each of which individually also being Balance Cost of Construction and collectively also referred to as Balance Cost of Construction.

(11) **"Building/Buildings"** shall mean residential Apartment Building as per Sanctioned Plan approved by **STR Planning Authority**.

(12) **"Completion Certificate"** shall mean the completion certificate as defined under Section 2(q) of The Real Estate (Regulation and Development) Act, 2016 by the Competent Authority certifying that the "Project" has been developed according to the sanctioned plan and specifications, as approved by the competent authority under the local laws;

(13) **"Carpet Area"** means as defined under Section 2(k) of The Real Estate (Regulation and Development) Act, 2016 the net usable floor area of a residential apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the residential building/s.

(14) **"Commencement Certificate"** shall mean the commencement certificate or the building permit or the construction permit, by whatever name called issued

by the competent authority to allow or permit the Developer to begin construction on the Schedule Property, as per the sanction plan.

(16) **“Common Areas of the Project”** shall mean and include areas demarcated and declared as the common areas of Project and as detailed

- (i) the entire land for the “Project” comprised in the Schedule Property
- (ii) or where the “Project” is developed in phases and registration under this Act is sought for a phase, the entire land for that phase.
- (iii) the stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances, Drive ways, Foot paths and exits of buildings.
- (iv) the common basements, terraces, parks, play areas, open and unenclosed parking areas and common storage spaces;
- (v) the club house proposed to be constructed in the “Project” for the use and enjoyment of all the Purchaser/s/s occupants of residential apartments in the “Project”.
- (vi) the premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel.
- (vii) installation of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating system for water conservation and renewable energy.
- (viii) the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
- (ix) all other community and commercial facilities as provided in the “Project”;
- (x) all other portion of the “Project” necessary or convenient for its maintenance, safety, etc., and in common use;

(17) **“Common Expenses”** shall mean and include all expenses for maintenance, management, upkeep and administration of the common areas, facilities and amenities and for rendition of common services in common to the intending Purchaser/s/s and all other expenses for the common purpose including those to be contributed, borne, paid and shared by the intending Purchaser/s/s of the “Project” payable to Developer till the formation of the “Association of Purchaser/s/s/Allottee/s” and thereafter to the “Association of Purchaser/s/s/Allottee/s” post its formation. Provided, however the charges payable on account of Electricity etc. consumed by or within any residential apartment shall be separately paid to the concerned statutory authority or reimbursed to the Developer/s or the “Association of Allottee/s” as the case may be. subject to such reasonable, non-discriminatory rules and regulations as are prescribed by the Sellers or Owner/s Association to be followed by all the Owner/s/occupiers of the apartments in the Project;

(18) **“Common Amenities & Facilities of the Project”** shall mean and include those amenities and facilities of the Project as detailed in **Annexure III** hereto, the

Common Amenities and Facilities of the Project are subject to such reasonable, non-discriminatory rules and regulations as are prescribed by the Seller/s or the Association to be followed by all the Owner/s/occupier/s of the Apartments.

(19) **“Deed of Declaration”** shall mean the deed of declaration to be executed by the Seller/s to submit the Project, the Common Areas, the Common Amenities and Facilities of the Project under the provision of the Karnataka Apartment Owner/ship Act, 1972;

(20) **“Dedicated Account”** shall mean the bank accounts opened by the Owner/s/Vendor/s and the Developer/s/Promoter/s respectively exclusively opened for the purpose of the “Project” into which 70% of the sale proceeds from the “Project” other than pass through expenses shall be deposited from time to time so as to cover the cost of construction, which amounts deposited shall be withdrawn by the Owner/s/Vendor/s and the Developer/s/Promoter/s as the case may be in proportion to the completion of the “Project” after such completion is confirmed by an Engineer, an architect and a Chartered Accountant through the issue of a certificate in writing to that effect.

(21) **“Defect Liability Period”** shall mean a period shall be as per RERA norms, from the date of obtaining the possession certificate from the concerned authority.

(22) **“Disclosures”** shall mean the disclosures made by the Seller/s to the Purchaser/s/s, pertaining to the Project and the development of the Schedule “A” Property as detailed in clause IX below and accepted by the Purchaser/s/s to their knowledge.

(23) **“Encumbrances”** shall mean any disputes, Litigation, , easement rights, attachment, in the decree of any court, attachment (of the Income Tax Department or any other departments of any Governmental Authority or of any other person or entity), acquisition, requisition, or any kind of attachment, impediment, restriction of use, lien, court injunction, will, trust, exchange, lease, legal flaws, claims, partition, unauthorized occupancy, power of attorney, memorandum of understanding, development agreement, joint venture agreement or agreement of any nature whatsoever or any other legal impediment, mortgage, pledge, equitable interest, assignment by way of security, conditional sales contract, hypothecation, right of other persons, claim, security interest, encumbrance, title defect, title retention agreement, voting trust agreement, interest, option, lien, charge, commitment, restriction or limitation of any nature, default or notice / claim by any Government Authority , regulation or guidelines, default or claim / notice of any default of terms / conditions / provisions of the Licenses or Approvals, whatsoever, including restriction on use, voting rights, transfer, receipt of income or exercise of any other attribute of Owner/ship, right of set-off, any arrangement (for the purpose of, or which has the effect of granting security), or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same;

(24) **“Exclusive Balcony, Kitchen Utility and Verandah area”** means the area of the balcony, Kitchen Utility and verandah, as the case may be, which is appurtenant to the net usable floor area of a residential apartment, meant for the exclusive use of the Allottee/s.

(25) **“Force Majeure”** shall mean any event in the nature of war, flood, drought, fire, cyclone, earthquake and any other calamity caused by nature, shortage of availability of cement, steel, sand and other construction material or any event beyond the control of the Developer/s, any change in law or enactment of any new legislation affecting the regular development of the “Project”.

(26) **“FSI / FAR”** shall mean Floor Space Index/ Floor Area Ratio Index as agreed to be utilized in the “Project” which shall be subject to the maximum of FSI / FAR allowed by STRR, Government of Karnataka;

(27) **“Government Authority”** shall mean any government authority, statutory authority, government department, agency, commission, board, tribunal or court or any other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof, including any municipal/ local authority having jurisdiction over any matter pertaining to the construction and development of the “Project”;

(28) **“Interest”** means the rate of interest payable by the Seller/s or the Purchaser/s/s, as the case may be in terms of this Agreement which is to be calculated at the rate of 2% over and above the highest State Bank of India Marginal Cost Lending Rate (MCLR).

(29) **“Litigation”** includes any / all suits, civil and criminal actions, arbitration proceedings, and all legal proceedings, (including any investigation, claim, complaint, grievance, appeals, notices and applications for review), which are pending or may arise in respect of the title of the Schedule Property and/or the possession of the Owner/s to the Schedule Property which materially affects the “Project”.

(30) **“Marketing”** (with all its derivatives and grammatical variations), shall mean and include the strategy adopted by the Developer/s for (a) sale / lease / transfer of the “Saleable Area “in the “Project”, (b) fixation of price, and (c) the allotment, sale / lease / transfer or any other method of disposal, transfer or alienation of the “Saleable Area “and the receipt and acceptance by the Owner/s or the Developer/s as the case may be of the payments in respect thereof and the execution and registration of all agreements and other deeds, documents and writings relating thereto;

(31) **“Master Plan”** shall mean the plan approved by the STRR for development of the Schedule Property.

(32) **“Occupancy Certificate”** shall mean the Occupancy Certificate as defined under Section 2(zf) of The Real Estate (Regulation and Development) Act, 2016 or such other certificate by whatever name called, issued by the competent authority permitting occupation of the residential building in the “Project” as provided under the Local Laws.

(33) **“Other Charges and Expenses”** shall refer to the expenses incurred which amounts the Purchaser/s/s is/are required to pay in addition to the Sale Consideration, Cost of Construction and Statutory

(34) **“Pass Through Charges”** shall refer to all statutory charges, fees and expenses, such as external development charges, infrastructure development charges, external electrification charges, firefighting charges, payments / contributions received from the customer/s towards electricity, water, sewerage, maintenance security deposit, advance maintenance charges, association deposit, GST and any future taxes levied by any Governmental Authority, stamp duty, registration charges, and all such other similar statutory charges, fees and costs which would be collected / recovered from the customer/s in relation to the “Saleable Area “as a contribution from the customer/s and for the onward transfer / deposit to the concerned Government Authority or “Association of Allottee/s” in the “Project”.

(35) **“Practical Completion”** in respect of the “Project”, shall mean the completion of development and construction in all respects which renders the residential apartments in the “Project” fit for human inhabitation / occupation and also fit the issue of a completion certificate as defined under Section 2(q) of The Real Estate, (Regulation and Development) Act, 2016 by the Competent Authority certifying that the “Project” has been developed according to the sanctioned master plan and building plans as approved by the competent authority.

(36) **“Pre Development Costs”** shall mean the aggregate of all costs charges and expenses including all fees payable to Architects, Engineers and other Agents, sanction fee, legal expenses and all amounts incurred by the Developer/s prior to the Commencement Date.

(37) **“Person”** shall mean any natural person, limited or unlimited liability company, corporation, general partnership, limited liability partnership, proprietorship, trust, union, association, court, tribunal, agency, government, ministry, department, commission, self-regulatory organization, arbitrator, board, or other entity, enterprise, authority, or business organization and shall include any other person as defined under the Act;

(38) **“Project”** shall mean the development of the Schedule A Property by the construction and development of a residential “Project” thereon comprising of residential apartments of different dimensions contained in one or more blocks of residential apartments as per the specifications of construction set out in detail in the Annexure’s to this agreement with common amenities, facilities and infrastructure attached thereto including provision for car parking space/s, compound walls, gates, internal and external services relating to electricity, water, drainage, roads, walkways, amenities, facilities, staircases, passages, sewer lines, pipes, ducts and sanitation.

(39) **“Professional Team”** shall mean the Architects, Structural Engineers, Mechanical and/or Electrical Engineers, Surveyors and/or such other professionals engaged and/or contracted by the Developer/s from time to time.

(40) **“Project Approval”** shall mean all the necessary approvals, consents and/or sanctions as may be necessary and/or required for the purpose of the “Project” to be obtained from the various Statutory Authorities and Government Agencies

(41) **“Project Vendors”** shall mean contractors, architects, consultants, legal service providers & Suppliers etc. of good repute and standing, for undertaking development of the “Project”.

(42) **“Promoter/Developer”** shall mean and include the Promoter/s as defined under Section 2(zk) of RERA and in the case of this “Project”, the Developer/s herein for all construction and related activities including the duties and obligations to be performed under RERA and the Owner/s herein who shall be the Promoter for all matters connected with the title to the Schedule Property under RERA.

(43) **“Purchaser/s/s”** shall mean the Allottee/s of residential apartments in the “Project” and shall include any buyer/s, Purchaser/s/s, prospective Purchaser/s/s, transferees, including a Purchaser/s/s in default, assignors, applicants, whether an individual, corporate or otherwise, for any residential apartments forming or a part of the “Project”;

(44) **“RERA”** shall mean Real Estate Regulation and Development Act 2016 and Karnataka Real Estate (Regulation and Development) Rules, 2017 framed hereunder.

(45) **“Saleable Area”** shall mean the Carpet Area as defined to be sold to Purchaser/s/s along with the proportionate undivided share of land(UDS), right title and interest in the common areas including the land comprised in the Schedule Property to be sold to the “Association of Allottee/s”, post its formation in which the Purchaser/s/s shall become a member as mandated by RERA, the

exclusive right to use and enjoy the balcony areas, garden areas if any lying appurtenant to the said residential apartment/s and exclusive right to use and enjoy terrace areas lying appurtenant to the said residential apartments.

(46) **"Specifications"** shall mean the specification with which the "Project" shall be constructed, erected and completed as may be recommended by the Architect for the "Project" as set out in detail in the **Annexure** ____ to this Agreement. However, such specifications may be varied and / or be modified from time to time as may be mutually agreed upon by the parties.

(47) **"Services"** shall mean the supply to and installation on the property of electricity, water, telecommunications, drainage and other services.

(48) **"Sale Deed"** shall mean the deed of sale to be executed by the Seller/s, for legally conveying the absolute right, title and interest in favor of the Purchaser/s/s on the terms and conditions contained therein under the Scheme ;

(49) **"Super Built Up Area"** of any Apartment shall mean the aggregate of

(i) Carpet Area of an Apartment (ii) thickness of the external walls (iii) Exclusive balconies, Kitchen utility, Varandah area and terraces and a proportionate share of the Common Areas and such of the Common Area used for housing the Common Amenities and Facilities in the Project.

(50) **"Title Risk"** shall mean (i) any breach of and/or any deficiency in adherence or performance to be made by the Owner/s and/or any person acting under / through or on behalf of the Owner/s of its obligations with respect to the Schedule A Property or its title thereof, and/or (ii) any defect / claims / dispute / Encumbrances over the title of the Schedule A Property including third party claims during the course of the "Project", including in respect of possession and/or (ii) revocation, cancellation, modification or any other challenge/impediment to the GPA and its subsistence for any reasons other than an act of omission or commission attributable to the Developer/s.

I. INTERPRETATION:

In this Agreement, unless the contrary intention appears:

1. Any reference to any statute or statutory provision shall include:

(i) all subordinate legislation made from time to time under that statute or statutory provision (whether or not amended, modified, re-enacted or consolidated);

(ii) such provision as from time to time amended, modified, re-enacted or consolidated (whether before or after the date of this Deed), to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this

Agreement and, (to the extent liability thereunder may exist or can arise) shall include any past statutory provision, (as from time to time amended, modified, re-enacted or consolidated), which the provision referred to has directly or indirectly replaced;

2. Any reference to the singular shall include the plural and vice-versa;
3. Any references to the masculine, the feminine and the neuter shall include the other genders;
4. Any references to a "company" shall include a reference to a body corporate;
5. Any reference herein to any Clause or Schedule or Annexure is to such Clause of or Schedule to or Annexure to this Agreement. The Schedules and Annexures to this Agreement shall form an integral part of this Agreement.
6. References to this agreement shall be construed as references to this agreement as amended, varied, novated, supplemented or replaced from time to time;
7. The expression "this Clause" shall, unless followed by reference to a specific provision, be deemed to refer to the entire section (not merely the sub section, paragraph or other provision), in which the expression occurs;
8. Each of the representations and warranties provided in this Agreement is independent of other representations and warranties and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause or any part thereof;
9. All obligations, representations and warranties of Owner/s as contained in this Agreement shall be enforced on joint and several basis;
10. Any reference to books, files, records or other information or any of them means books, files, records or other information or any of them in any form or in whatever medium held including paper, electronically stored data, magnetic media, film and microfilm.
11. Headings to Clauses, parts and paragraphs of Schedules and Schedules are for convenience only and do not affect the interpretation of this Deed.
12. "In writing" includes any communication made by letter, fax or e-mail.
13. The words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words.
14. References to a person (or to a word importing a person) shall be construed

so as to include:

(a) individual, firm, partnership, trust, joint venture, company, corporation, body corporate, Un incorporated body, association, organization, any government, or state or any agency of a Government or state, or any local or municipal authority or other governmental body, (whether or not in each case having separate legal personality);

(b) references to a person's representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives;

15. Where a wider construction is possible, the words "other" and "otherwise" shall not be construed *jusdem generis* with any foregoing words.

16. All the recitals to this Agreement shall form an integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part and to be interpreted, construed and read accordingly.

17. Contents of the Annexures referred in the various clauses of this Agreement shall bear the same clause numbering of the clause in which relevant Annexure is referred.

I. OFFER AND ACCEPTANCE:

The Purchaser/s/s herein, after scrutinizing and verifying the documents of title in the hands of the Developer/s to the Schedule A Property, other documents, records, clearances and sanctions relating to the "Project", the amenities and facilities offered after fully satisfying himself/herself/themselves about the same, has approached the Owner/s/Developer/s/Seller/s to purchase a residential apartment in the Project "**CELEBIRTY AVENUE**" measuring a total carpet area of _____ sq.ft, on the _____ **FLOOR** and assigned Apartment No. _____ by the Owner/s/Developer/s/Seller/s (which is more particularly described in the **Schedule - C hereunder and hereinafter referred to as the "Schedule – C"**), Residential Apartment along with the exclusive balcony area of _____ sq.ft, Kitchen Utility area of _____ sq.ft and External wall area of _____ sq.ft and Super built up area _____ sq.ft with Un divided share of the Land, (UDS), area ____sq.ft, (**which is more particularly described in the Schedule - B hereunder and hereinafter referred to as the "Schedule – B"**), lying appurtenant to the said residential apartment for a sale price and consideration of Rs. _____/- (Rupees _____ only), excluding Khata charges, Electricity transfer charges, Registration of Sale deed, (Stamp duty and registration fee), and other Additional charges, Pass through charges.

Whereas, the Purchaser/s/s has/have allotted ____ (____) covered car parking space bearing No: _____ of area _____ sq.ft, (____ x ____), in the _____ of the residential building being constructed on the Schedule - A Property;

Whereas, the Owner/s/Developer/s/Seller/s have expressly and clearly made the fact known to the Purchaser/s/s herein, that the ultimate "Association of Purchaser/s/s/Allottee/s" shall be entitled and authorized to change / alter / revise the arrangement for the covered car parking spaces and the decision taken by such "Association of Allottee/s" shall be binding upon the other Purchaser/s/s/Allottee/s in the "Project".

Whereas, the Owner/s/Developer/s/Seller/s is also authorized by the Purchaser/s to make similar arrangements with the other Purchaser/s in the "Project".

WHEREAS, the Owner/s/Developer/s/Seller/s have decided to reduce to writing the terms and conditions agreed to between them for the sale of the Schedule - C Residential Apartment in this agreement as under.

II. NOW IT IS MUTUALLY AGREED AS UNDER:

1. The Owner/s/Developer/s/Seller/s agrees to convey and sell to and in favour of the Purchaser/s/s and/or his/her nominees the Schedule - C Residential Apartment of a carpet area of _____ sq.ft. as one composite immovable property along with the right to own the proportionate undivided share, _____ car parking space, right title and interest in the common areas including the land comprised in the Schedule - A Property to be sold to the "Association of Allottee/s", post its formation in which the Purchaser/s shall be a member as mandated by RERA, the exclusive right to use and enjoy the Balcony area of _____ sq.ft, Kitchen Utility area of _____ sq.ft and External wall area of _____ sq.ft and Super built up area _____ sq.ft with Un divided share of the Land (UDS) area _____ sq.ft i.e, the Schedule - B lying appurtenant to the said residential apartment for total sale consideration of Rs. _____/- (Rupees _____ only), along with payment of additional charges and pass through charges as defined above in this agreement and the payment should be done by the Purchaser/s time to time as agreed, mentioned in the Schedule of Payment.

Purchaser/s has / have paid an advance amount of Rs. _____/- (Rupees _____ only), on total sale consideration of Rs. _____/- (Rupees _____ only), in the following manner :

(a) Rs. _____/- (Rupees _____ only) as booking amount, vide Cheque bearing No. _____ Dt: _____ drawn on _____ Bank, Bangalore;

(b) Rs. _____/- (Rupees _____ only) as booking amount, vide Cheque bearing No. _____ Dt: _____ drawn on _____ Bank, Bangalore

in favour of the **Celebrity Structures India Private Ltd**, having account by the Owner/s/Developer/s/Seller/s with _____ Bank, _____ Branch, Bangalore and the receipt of which hereby acknowledge.

2. It is expressly clarified that the basic sale price and consideration as mentioned above shall include the price for the sale of _____ car parking, the proportionate undivided share, right title and interest in the common areas including the land comprised in the Schedule – A Property to be sold to the “Association of Allottee/s”, post its formation in which the PURCHASER/S/S shall be a member as mandated by RERA.

3. It is further expressly agreed to between the parties that the sale of the Schedule - C Residential Apartment shall be subject to the rights and obligations on the Purchaser/s/Allottee/s/s as recorded in the Schedule - D hereunder and the restrictions on the rights of the Purchaser/s/Allottee/s as recorded in the Schedule - E hereunder.

4. In addition to the basic sale price and total consideration, the Purchaser/s shall duly pay to the Owner/s/Developer/s/Seller/s the “Additional Charges”, “Pass Through Charges” and “Other charges” as and when demanded by the Owner/s/Developer/s/Seller/s as the case may be and the payment of such charges is a condition precedent for the execution and registration of a sale deed irrespective of the Schedule - C Apartment in favour of the Purchaser/s/Allottee/s.

5. The Owner/s/Developer/s/Seller/s as the case may be duly agrees and covenants with the Purchaser/s that they shall complete the construction of the “Project” on the Schedule - A Property on or before a period of ____ (_____), months with a further grace period of **06** (six) months from the date of obtaining the Commencement Certificate from the competent Planning Authority STRRPA BMRDA “ _____ ” subject to force majeure conditions like earthquake, riots, famine, floods, war, any other acts of God or the happening of any events or enactments beyond the control of the Owner/s/Developer/s/Seller/s. However, the Owner/s/Developer/s/Seller/s shall duly provide for temporary power and water connections to the “Project” at their cost till permanent connections are secured. The Owner/s/Developer/s/Seller/s duly agree and confirm that in case there is a delay in completion of construction beyond the period of ____ (_____) months from the date of obtaining the commencement certificate (Including the grace period), the Purchaser/s will be entitled to a compensation by way of interest on the amount paid by the Purchaser/s towards the basic sale price and consideration till that date per month of delay or part thereof, which rate of interest payable shall be the prevailing State Bank of India highest marginal cost of lending as on the due date plus 2%.

9. It is expressly clarified that the exclusive internal balconies, garden areas and terrace areas lying appurtenant to and exclusively allotted to the Purchaser/s of residential apartments in the "Project" have been conferred the rights to exclusively use and enjoy the same, which rights shall run concurrently to the Owner/ship of Schedule - C Residential Apartment by the Purchaser/s.

10. In order to ensure the timely completion of the "Project" as well as to ensure the quality of the residential apartments in the "Project", the Owner/s/Developer/s/Seller/s reserves the right to make alterations to the Schedule - C Residential Apartment or the common areas in the "Project", including but not restricted to the materials being used, components being used, quality or workmanship, without however affecting the area entitlement of the Purchaser/s/Allottee/s in respect of the Schedule - C Residential Apartment. The Purchase/Allottee hereby expressly authorise the Owner/s/Developer/s/Seller/s to take these decisions without prior notice or consultation and agrees to bear the corresponding increase in costs.

III. COST OF CONSTRUCTION OF THE SCHEDULE "C" APARTMENT:

- a) The Purchaser/s shall pay towards the Cost of Construction of the Schedule "C" Apartment hereby agreed to be constructed and delivered.
- b) The Purchaser/s has paid and shall be required to pay the Balance Cost of construction to the Owner/s/Developer/s/Seller/s in terms of Payment Plan at **Annexure** ___ hereto.
- c) The Purchaser/s has assured the Owner/s/Developer/s/Seller/s that the Purchaser/s shall make payments towards the Sale Consideration along with the Cost of Construction and all the Other Costs, Charges and Expenses without any delay or default. The payment as per the Payment Plans is essence of this contract and has direct impact on progress of construction of Project. The Purchaser/s has assured the Owner/s/Developer/s/Seller/s that the Sale Consideration and the Cost of Construction, the Other Costs, Charges and Expenses and the Statutory Payments shall be paid by the Purchaser/s within 15 (fifteen) days of the Developer having raised a demand for payment of such instalment.
- d) In case there is any change/modification in the Statutory Payments, the subsequent Statutory Payments shall be increased/reduced based on such change/modifications based on the Applicable Law.
- e) The Owner/s/Developer/s/Seller/s has further informed the Purchaser/s and the Purchaser/s is fully aware that the default in payments of the instalments set out in the Payment Plans would adversely impact Project development resulting in loss to the Owner/s/Developer/s/Seller/s.

- f) The Purchaser/s is also fully aware that there are other Purchaser/s of Apartments in the Project who would be joining the Scheme and would rely upon the assurance given by the Purchaser/s herein for the payment of the instalments set out in the Payment Plans and the Statutory Payments within time and without any delay or default.
- g) All payments toward the Sale Consideration and Cost of Construction shall be made by cheque or demand draft or wire transfer payable in favour of the Owner/s/Developer/s/Seller/s or as directed by the Owner/s/Developer/s/Seller/s to the Project Account.
- h) In cases of out station cheque or demand draft or wire transfer, the collection charges, if any, will be debited to the Purchaser/s/s account and credit for the payment made will be given on net credit of the amount of the instalment. In case of the first time a cheque is dishonoured, a sum of Rs.5,000/- (Rupees Five Thousand Only) will be debited to the Purchaser/s's account.
- i) The amounts deposited in the Project Account shall be liable to be withdrawn to the extent permitted under the Act by the Owner/s/Developer/s/Seller/s from time to time and where ever required upon the certification as provided under the Act.
- j) Subject to the Purchaser/s complying with the terms and conditions of this Agreement, and payment of all the amounts payable by the Purchaser/s under this Agreement, the Owner/s/Developer/s/Seller/s agreed to execute a Sale Deed and register the Sale Deed in favour of the Purchaser/s and at the cost of the Purchaser/s.
- k) The Purchaser/s shall make the payment subject to tax deduction at source ("TDS") @ 1% of Sale Consideration and Cost of Construction and same shall be remitted by the Purchaser/s as per the provision of Section 194 IA of Income Tax Act, 1961. The Purchaser/s shall issue a certificate of deduction of tax in Form 16B to the Sellers on or before 10th of the subsequent month of deduction.
- l) The Cost of Construction shall be escalation-free, however the Purchaser/s hereby agrees to pay, any increase in Cost of Construction on account of any development charges payable to the Authority and/or Statutory Payments which may be levied or imposed by the Authority from time to time after the date of this Agreement. The Owner/s/Developer/s/Seller/s hereby agrees to enclose the notification/order/rule/regulation for effecting the increase in development charges or cost/ charges imposed by the Authority along with the demand letter being issued to the Purchaser/s.

IV. DELAY AND DEFAULT IN PAYMENT OF INSTALMENTS UNDER THE PAYMENT PLAN AND BREACH BY THE PURCHASER/S:

5.1 In the event of there being any delay by the Purchaser/s in payment of the instalments under the Payment Plans, on the due dates, for whatsoever reasons, the Purchaser/s shall be liable to pay 'Interest' to the Owner/s/Developer/s/Seller/s on such delayed payments, from the due date till payment of such amount.

5.2 Notwithstanding anything stated in clause 5.1 above, if the Purchaser/s fails to any instalment/s due for payment within two months of becoming due along with Interest for delayed period after having received demand from the Owner/s/Developer/s/Seller/s, the Developer/Sellers will be entitled to terminate this Agreement.

5.3 In the event of any other breach by the Purchaser/s of any of the terms of this Agreement, and such breach not being cured, within a period of 30 days of being notified of such breach, the Owner/s/Developer/s/Seller/s shall be entitled to terminate this Agreement and on such termination the Developer/Sellers shall be entitled to the rights as provided in clause 5.4 below.

5.4 In case of termination of this Agreement in terms of clause 5.2 or 5.3 above, the Owner/s/Developer/s/Seller/s shall refund the amounts paid toward the Sale Consideration and Cost of Construction to the Purchaser/s within 60 days of termination of this Agreement, after forfeiting sum equivalent to 10% of the Sale Consideration and Cost of Construction payable by the Purchaser/s as damages for default/breach. On such termination the Developer/Sellers shall be entitled to deal with the Schedule B Property and the Schedule "C" Apartment without any let, claim or hindrance by the Purchaser/s. It is clarified that amounts paid by the Purchaser/s towards Statutory Payments to the Sellers will not be liable to be refunded.

5.5 If the Purchaser/s has availed loan from any financial institution or bank, then in that event based on the terms of such loan, all amounts to be refunded to the Purchaser/s in terms of clause 5.4 above shall be paid over to the financial institution or the bank against issuance "no claim certificate" in favour of the Owner/s/Developer/s/Seller/s and the Owner/s/Developer/s/Seller/s shall also be entitled to hand over of original of this Agreement that may have been deposited by the Purchaser/s with the bank or any financial institution.

V. CONSTRUCTION OF THE SCHEDULE "C" APARTMENT:

6.1 The Owner/s/Developer/s/Seller/s shall construct the Schedule "C" Apartment in accordance with the Specifications set out herein. The Owner/s/Developer/s/Seller/s shall not make any changes to the Schedule "C" Apartment, without the consent of the Purchaser/s.

6.2 The Owner/s/Developer/s/Seller/s shall not make any additions and/or alterations in the Sanctioned Plans and Specifications, without the previous written consent of the Purchaser/s and other Purchaser/s of the Project as required under the provisions of the Act. Provided, the Purchaser/s shall be deemed to have consented to all changes or alterations as permitted under the provisions of the Act or as may be directed by any Local Authority

VI. DATE OF DELIVERY OF THE SCHEDULE 'C' APARTMENT:

- a) Subject to the Purchaser/s having complied with the obligations under this Agreement, including timely payment of Sale Consideration and Cost of Construction as per the agreed Payment Plans and there being no events of Force Majeure, the Sellers shall complete of the Project within the Completion Period.
- b) The Purchaser/s shall, within a period of _____ days of the Sellers completing the Project and furnishing the Occupancy Certificate, pay all the amounts due and payable under the Payment Plans and all other charges detailed in **Annexure** _____ and take possession of the Schedule "C" Apartment and also take registration of the Sale Deed simultaneously.
- c) The Completion Period shall be extended by such time as the Owner/s/Developer/s/Seller/s may specify in writing and permitted under the Act and for any reason of any Force Majeure event

VII. CONVEYANCE AND DELAY IN TAKING CONVEYANCE:

- a. On receipt of intimation of completion of the Project by the Seller/s/Developer and grant of Occupancy Certificate by Competent Authority, the Purchaser/s shall come forward to take conveyance of the Schedule 'B' Property and the Schedule 'C' Apartment and the Parties shall execute the such conveyance deed and register the same within _____ (three) months of the receipt of the Occupancy Certificate.

- b. Upon the intimation by the Owner/s/Developer/s/Seller/s that the Schedule "C" Apartment is ready for possession, after having secured the Occupancy Certificate, the Purchaser/s shall, within ____ days of such intimation, make all payments under this Agreement, and shall come forward to take the sale deed in terms of this Agreement. Failure on the part of the Purchaser/s to make payments and take the sale deed shall constitute breach on the part of the Purchaser/s, and the consequences as provided in this Agreement shall become applicable and the Sellers shall be entitled to enforce any of its rights thereunder.
- c. The Purchaser/s shall also be liable to pay the electricity charges, municipal property taxes, levies, maintenance charges and any other amounts which the Purchaser/s is required to pay under this Agreement on expiry 15 days from date of intimation by the Seller/s/Developer/s that the Schedule 'C' Apartment is ready for handover, even if the possession and conveyance is not taken and the Sellers have not terminated this Agreement.
- d. The Purchaser/s shall be liable to pay the stamp duty and registration fees.
- e. The Purchaser/s shall also bear the legal charges, costs and expenses associated with the preparation, finalization, completion, execution and registration of the documentation, including this Agreement/s and the Sale Deed to be executed.

VIII. THE OWNER/S/DEVELOPER/S/SELLER/S COVENANT WITH THE PURCHASER/S/ALLOTTEE/S THE FOLLOWING :

- a. That the Owner/s/Developer/s/Seller/s is in possession of the Schedule - A Property and have an absolute, clear and marketable title to the Schedule - A Property and is legally competent to enter into this Agreement with the Purchaser/s.
- b. That the Schedule - A Property is free from all types of encumbrances, charges, liens and Lis pendens of any kind and the Schedule - A Property is not the subject matter of any legal, acquisition or requisition proceedings, minor claims, maintenance claims, restrictive covenants, or any other claims of whatsoever nature and is not the subject matter of any proceedings before any Courts of Law, other legal forums, and statutory authorities including taxation authorities.
- c. That the Owner/s/Developer/s/Seller/s have not entered into any agreement or arrangement of any kind with any other party or parties in respect of the Schedule - C Residential Apartment.

- d. That the Owner/s/Developer/s/Seller/s have paid all municipal taxes in respect of the Schedule – A Property up to _____ 2018 and will continue to pay the same till the completion of the “Project”.
- e. That the Owner/s/Developer/s/Seller/s, will sign all the necessary papers, documents with regard to transfer of the Khatha in respect of the Schedule - C Residential Apartment in favour of the Purchaser/s on the due execution and registration of the deed of absolute sale and conveyance in favour of the Purchaser/s and/or his/her nominees.
- f. That the Owner/s/Developer/s/Seller/s shall do all other acts, deeds and things as may be necessary to ensure the vesting of clear and marketable title in the hands of the Purchaser/s in respect of the Schedule - C Residential Apartment before the execution of a deed of sale in his/her favour.
- g. That the Owner/s/Developer/s/Seller/s, shall duly hand over physical and vacant possession of the Schedule - C Residential Apartment in favour of Purchaser/s and/or his/her nominees at the time of the due execution and registration of the Absolute Sale Deed in favour of the Purchaser/s and/or his/her nominees but only after and subject to receiving all the amounts due and payable under this agreement from the Purchaser/s and/or his/her nominees.
- h. That the Owner/s/Developer/s/Seller/s shall carry out all such further acts, deeds and things as may be reasonably required under law to assure and ensure better title to the Purchaser/s in respect of the Schedule - C Residential Apartment agreed to be sold to the Purchaser/s under this agreement.
- i. The Owner/s/Developer/s/Seller/s shall maintain all the common areas, amenities and facilities in “Project” for a period of 01 (one) year from the date of completion of the “Project” or till the formation of the “Association of Allottee/s”, whichever is earlier. The Owner/s/Developer/s/Seller/s shall have the exclusive right to fix and collect the monthly maintenance charges in advance during the period in which they are responsible for the maintenance and thereafter, after the handover of the maintenance to the “Association of Allottee/s” as and when formed, the association of apartment owner’s shall have the right to fix and collect the monthly maintenance charges and also collect maintenance deposits from all the residents/occupiers of residential apartments in the “Project” .

IX. THE PURCHASER/S/ALLOTTEE/S HEREBY COVENANTS WITH THE OWNER/S/DEVELOPER/S/SELLER/S AS FOLLOWS:

- a. That the Purchaser/s shall not raise any construction in addition to that mentioned in the Schedule - C below and shall not use or permit the construction referred to in the Schedule - C below in a manner which would diminish the value or utility in the property described in the Schedule - A below or in any manner not permissible under law. However, the Purchaser/s has a right to make partitions or alterations within his/her/their apartment as long as it does not cause any structural damage to the Residential Building/s being constructed on the Schedule – A Property.
- b. That the Purchaser/s and/or his/her/their nominees, agents or representatives shall not obstruct or cause hindrance to the construction of the residential building on the Schedule – A Property at any time and in any manner whatsoever during the subsistence of this agreement.
- c. That the Purchaser/s and/or his/her/their nominees shall not make any claim against the Developer/Promoter with regard to any structural defects in respect of the Schedule – C Residential Apartment or the common areas in the “Project” beyond the “Defect Liability Period”, as defined.
- d. That the Purchaser/s or the occupier of the Schedule - C Residential Apartment shall not by virtue of this agreement acquire any right of light or air, which may prejudice the pre-use of the Owner/s/occupants of other residential apartments in the “Project”.

X. DUTIES AND RESPONSIBILITIES OF THE OWNER/DEVELOPER/SELLER:

- a. The Owner/Developer/Seller shall, at its cost, be responsible to appoint an Architect/s, Engineer/s, Project Management Consultant/s and Contractor/s for construction, labour and equipment as required for the “Project”.
- b. The Owner/Developer/Seller shall be responsible for preparing the working drawings and to make it available to the Allottee/s individually or to the “Association of Allottee/s”.
- c. The Owner/Developer/Seller shall, at its cost, be responsible for obtaining the plan sanction, other clearances, permissions and licenses and the Commencement Certificate, from the relevant competent authorities/Govt. agencies as per local laws for the “Project” and to make it available to the Allottee/s individually or to the “Association of Allottee/s”, as the case may be.

- d. The Owner/Developer/Seller shall complete the "Project" in all respects on or before a period of ____ months including grace period of 06 months from the date of obtaining the commencement certificate from the relevant competent authority subject to conditions force majeure as defined in this agreement.
- e. The Owner/Developer/Seller shall be responsible for the safety and security of equipment and the workmen on site and shall be responsible for obtaining such insurance relating to the workmen and the equipment on site at its cost to cover the entire tenure of the "Project". Further, the Owner/Developer/Seller shall be fully responsible and liable for payment of salaries and wages and statutory payments relating to labour on site.
- f. The Owner/Developer/Seller shall enable the formation of an association or society or co-operative society, as the case may be, of all the Allottee/s, or a federation of the same, under the laws applicable, provided that in the absence of local laws, the "Association of Allottee/s", by whatever name called, shall be formed within a period of 3 (three) months of the majority of Allottee/s, having booked their residential apartments, as the case may be, in the "Project".
- g. The Owner/Developer/Seller shall be responsible to obtain the Completion Certificate or the Occupancy Certificate, as applicable, from the relevant competent authority as per local laws or other laws for the time being in force and to make it available to the "Association of Allottee/s" post completion of the "Project".
- h. The Owner/s/Developer/s/Seller/s shall execute a registered conveyance Agreement of the residential apartments in the "Project", in favour of the Allottee/s along with the undivided share of the land proportionate title in the common areas to the "Association of Allottee/s" or competent authority, as the case may be, on obtaining the Occupancy Certificate from the relevant competent authority.
- i. The Owner/ Developer shall open and operate a "Dedicated Account" as defined in this agreement and utilize the amounts deposited therein in the mode and manner as prescribed under Section 4(2)(l)(D) read with its proviso as defined under RERA.
- j. The Owner/Developer/Seller shall be responsible for any structural defects in respect of the Schedule - C Residential Apartment and the common areas in the "Project" as prescribed the period in the RERA Act Purchaser/s shall not have any claim for compensation against the Developer for any such defects thereafter. However, cracks in plaster being a natural phenomenon and any damage to the buildings in the "Project" on account of natural disasters shall not be considered as a defect. Warranty for all

other consumables or equipment like generators & lifts, will be provided by the respective manufacturers on their standard terms, The warranty contained herein shall not cover defects, damage, malfunction resulting from (a) misuse (b) modifications or repairs done by the Owner/s or their successors-in-title, (c) cases of force majeure (d) failure to maintain the Amenities/Equipment's in accordance with the Developer/Promoter instructions if given in writing (e) accident, neglect.

- k. The decision of the Owner/s/Developer/s/Seller/s in respect of the price of the Schedule - C Residential Apartment to be constructed is final and binding on the Purchaser/s and the Purchaser/s shall be entitled to seek for the execution of the sale Agreement and hand over of possession of the Schedule - C Residential Apartment from the Developer/Promoter only on payment of the total sale price and consideration with payment of additional charges and pass through charges as defined above in this agreement, and subject to the other terms and conditions mentioned in this Agreement.
- l. Any delay or indulgence by the Owner/s/Developer/s/Seller/s in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s shall not be construed as a waiver on their part of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice their rights to take such necessary legal steps in this regard.
- m. The expenses relating to the assuring of a clear and marketable title to the Schedule - A Property and the Schedule - C Residential Apartment shall be borne by the Owner/s/Developer/s/Seller/s only.
- n. The original documents of title relating to the Schedule - A Property shall be kept in the custody of Owner/s/Developer/s/Seller/s and shall be offered for inspection to the Purchaser/s/Allottee/s on their request and/or banks, financial institution, etc., from whom the Purchaser/s/Allottee/s have sought for housing loans subject to sufficient prior notice. However, once the "Association of Allottee/s" is formed, the original documents of title relating to the Schedule - A Property shall be handed over to the "Association of Allottee/s" who shall keep the original documents in its safe custody and offer the same for inspection as and when required after receipt of sufficient notice from any or all of the Owner/s of residential apartments in the "Project". The Owner/s/Developer/s/Seller/s has however on this day, handed over one set all the photo copies of the original documents of title relating to the Schedule - A Property to the Purchaser/s/Allottee/s. However, in case the Owner/s/Developer/s/Seller/s requires the original documents of title relating to the Schedule - A Property for the purpose of creating an equitable mortgage by deposit of title deeds of the Schedule - A Property in favour of banks, financial

institutions, etc., for the purpose of raising finances for the "Project", the Developer/Promoter shall duly handover the original documents of title to the lending bank, financial institution, etc., However, the Owner/s/Developer/s/Seller/s shall duly ensure that the equitable mortgage created in favour of banks, financial institutions, etc., is fully redeemed before the completion of the "Project" and the original documents of title relating to the Schedule - A Property are handed over to the "Association of Allottee/s" as and when the same is formed.

- o. In addition to the other rights each of the parties herein has against the other relating to the matters mentioned above in this agreement, each of the parties herein shall have the right to enforce specific performance of this agreement against the other.
- p. All disputes between the parties under this agreement shall be referred to arbitration by the parties herein as per the provisions of the Arbitration and Conciliation Act 1996 and the statutory modifications thereof from time to time. The Arbitration proceedings shall be conducted at Bangalore. The venue, time and date for the arbitration proceedings shall be solely decided by the Arbitrator appointed for this purpose.
- q. The Courts at Bangalore and the relevant appellate courts shall exercise relevant jurisdiction of any matter of disputes or differences that may arise out of or due to any of the terms of this agreement.

XI. ASSIGNMENT:

- a. The Purchaser/s hereby agrees and confirms that this Agreement is not transferable / assignable to any other third party or entity, except as provided in clauses (b) and (c).
- b. That the Purchaser/s shall not be entitled to transfer / assign the rights under this Agreement for a period of ____ years from the date of this Agreement or until payment of ____% of the Sale Consideration and Cost of Construction.
- c. Any assignment shall be, subject to clause (b), shall be permitted only by way of written agreement between the Owner/s/Developer/s/Seller/s and the Purchaser/s and the transferee/assignee. The transferee/assignee shall undertake to be bound by the terms of this Agreement including payment of the transfer fees of Rs.____/- (Rupees _____ Only) per square foot of the super built up area of Schedule 'C' Apartment. The transfer fee under this clause shall not apply in case of transfer made to and between the immediate family members i.e., father, mother, brother, sister, son, daughter, husband and wife.

XII. TAXES AND FEES:

- a. The Purchaser/s shall pay the Statutory Payments, Khata transfer fees or any other charges that are necessary for securing separate assessment for the Schedule "C" Apartment. It is clarified that the Purchaser/s shall pay all municipal and property taxes in respect of the Schedule "C" Apartment from the date its assessed separately to property taxes.
- b. The Purchaser/s shall be liable to pay such maintenance charges from the date the Schedule "C" Apartment is ready for occupation and is notified, whether the possession is taken or not by the Purchaser/s.

SCHEDULE - A PROPERTY

All that piece and parcel of the site bearing No. 56, measuring to an extent of 2117.31 square meters, (carved about in the land bearing (i) Sy.No. 4/3, measuring 09 Guntas (from and out of totally measuring 0- 18 Guntas), the land bearing (ii) Sy. No. 5/1, measuring 20 Guntas (from and out of totally measuring 01 Acre) the land bearing (iii) Sy.No. 5/2, measuring 01 Acre 07 Guntas and the land bearing (iv) Sy. No. 6, measuring 0-16 Guntas), all situated at Arenuru Village, Attibele Hobli, Anekal Taluk, Bangalore District, bounded on :

East by : Road;
West by : Private Property;
North by : Private Property;
South by : Private Property.

SCHEDULE – B

(Description of the Undivided Share)

_____ Square feet of undivided right, title and interest and Owner/ship in the Schedule "A" Property.

SCHEDULE - C RESIDENTIAL APARTMENT

Residential Apartment No. _____ in the _____ **floor** of the "Project" known as "CELEBIRTY PRID AVENUE" being developed on the Schedule - A Property, measuring _____ sq.ft. of carpet area, _____ sq.ft of Super built up area as one composite immovable property along with the exclusive right to use and enjoy the balcony area of _____ sq.ft, utility area of _____ sq.ft, in the said residential apartment along with _____ Car parking slot bearing No: _____ of area _____ (_____ x _____) Sq. ft in the _____ having khath no.....& ID No.

East by :

West by :

North by :

South by :

SCHEDULE – D : RIGHTS & OBLIGATIONS OF THE PURCHASER/S/ALLOTTEE/S

(Details of the rights to the common passages, amenities and services conferred on the other Purchaser/s/Allottee/s of the Residential apartments in the "Project")

1. Rights and liberty for each owner of the building and all persons authorized or permitted by the other Owner/s of buildings (in common with all other persons entitled), permitted or authorized to the like rights at all times by day or by night, and for all purposes to go, pass and re pass the staircase and the passage inside and outside the Residential building constructed on the Schedule C Property. The Purchaser/s/Allottee/s of other residential apartments in the "Project" shall have equal rights to all common amenities and facilities built or provided for in the "Project" except the earmarked car parking spaces, earmarked garden spaces & earmarked terrace spaces, penthouses if any, allotted to others with restrictive covenants. The earmarked exclusive areas shall, however, be available when necessary for attending to any repairs, maintenance and/or clearing overhead/underground water tanks, The "Common Areas" as defined in the "Project" will be held by all the Owner/s of apartments in the "Project" as "Co-Owner/s" each having an undivided share therein as per the terms and conditions of the Agreement" to be used by all of them jointly and in common, and none of the Owner/s/occupants of the residential apartments in the "Project" shall place any obstructions or store or keep any articles in the common areas.

2. The right to adjacent and lateral support and shelter and protection from the other parts of the residential building being constructed on the Schedule - A Property and its roof thereof. The Purchaser/s/Allottee/s shall have the right to subjacent, lateral, vertical and horizontal support for the Schedule C Residential Apartment from the other parts of the residential building being constructed on the Schedule - A Property.

3.Right to free and uninterrupted passage of running water, soil, gas, electricity from and to the construction through the sewers, drain and watercourses, cables, pipes and wires at any time hereinafter passing through the building or any other part thereof. The Purchaser/s shall have the right to free and uninterrupted passage of water, gas electricity, sewerage etc., from and to their apartments through the pipes, wires, sewer lines, drain and water courses, cables, pipes and wires which may at any time hereafter be in, under or passing through the Building or any part thereof or by the Schedule - A Property. The Purchaser/s shall also have the right to lay cables or wires for Radio, Television, Telephone and such other installation, in any part of the Schedule C Residential Apartment for residential use however, recognizing and reciprocating such rights of the other Owner/s of residential apartments in the "Project".

4. Right to passage for each owner of a residential apartment and his agents or workmen to other parts of the building at all reasonable times including the area on which the water tanks are situated for the purposes of cleaning or repairing or maintaining the same. The PURCHASER/S/S shall have the right of entry and passage for the Purchaser/s and/or 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 Residential Apartment or for repairing, cleaning, maintaining or renewing the water tanks, sewer, drains and water courses, cables, pipes and wires causing as little disturbance as possible to the other Owner/s/occupiers of residential apartments in the "Project" and making good any damage caused to such other Owner/s/occupiers of residential apartments in the "Project".

5. Right to passage for each owner of a apartment and other Owner/s of apartments and his agents or workmen to the other parts of the buildings at all reasonable times, on notice to enter in or upon other parts of the buildings for the purpose of repairing, cleaning, maintaining or renovating and causing as little disturbance as possible and making good any damage.

6. Right to lay cables or wires through common walls, ducts or passages for telephone installations/ data cables / DTH etc, however, respecting the equal rights of others in respect of the same.

7. The right for the Owner/s of apartments, their servants, workmen and others at all reasonable times on notice to enter into or upon other parts of the building/s for the purpose of repairing, maintaining, renewing, altering or rebuilding the construction referred to in Schedule C above or any part of the building giving subjacent and lateral support, shelter or protection to the Schedule - B Residential Apartment.

8. The right to do all or any of the acts mentioned in Clause 7 above without any notice in the case of emergency.

OBLIGATIONS OF THE PURCHASER/S/ALLOTTEE/S

1. The Purchaser/s/Allottee/s hereby undertake to become a member of an "Association of Allottee/s" and abide by its rules and regulations in order to ensure that in respect of common amenities all expenses like repairs and maintenance, insurance, fees, corporation taxes, levies, electricity and water charges, deposits with Electricity Board, Water Supply and other departments are met proportionately and for this purpose to introduce suitable conditions and stipulations in its bye-laws, rules and regulations. Such an association as and when formed also be responsible for taking the necessary steps and precautions to ensure safety of the common amenities and facilities including the provision of firefighting equipment etc.,
2. The Purchaser/s/Allottee/s hereby also undertakes to execute and register an Agreement of declaration as required to be made under the provisions of the Karnataka Apartment Owner/ship Act, 1972 along with the other apartment Owner/s or any document as required under the Karnataka Societies Registration Act, 1960 or any other local law under which the "Association of Allottee/s" will be formed and when called for to do so by the Developer/Promoter The "Association of Allottee/s" formed by the Purchaser/s/Allottee/s of residential apartments in the "Project" herein shall take all the necessary steps to prepare the Deed of Declaration or any other document or Agreement and get it signed by all the apartment Owner/s and register the same with the Sub-Registrar exercising relevant jurisdiction.
3. The Purchaser/s/Allottee/s in proportion to his/her/their share of carpet area in the "Project" contained in the Schedule C Residential Apartment along with other Purchaser/s in proportion to their share of carpet area in the "Project" purchased/to be purchased by them in the "Project" have accepted the following conditions and have agreed to fulfill the obligations mentioned below and contracted to bear the following common expenses:

(a) The Purchaser/s/Allottee/s shall duly pay the proportionate share of costs and expenses as mentioned below from the date of dispatch of the intimation from the Developer/Promoter, that the Apartment is ready for taking possession of the Schedule C Residential Apartment or from the date of execution of Sale deed, whichever is earlier. The below said

amounts shall be paid by the Purchaser/s without raising objections thereto regularly or punctually to the maintenance team/ Developer as the case may be.

(b) Proportionate share of costs and expenses including the incidental charges and the deposits payable to BESCOM/KPTCL, Water Supply and Sewerage Board towards the electrical, water and sanitary connections, service charges, utility charges, amenity charges, proportionate cost of captive power utilized for the generator, other taxes, levies, property tax, expenses incurred for property tax assessment, GST and any other taxes. at the rates in force as fixed by the statutory authority/ies responsible for collection of the same from time to time in respect of the Schedule C Residential Apartment.

(c) Maintenance deposits and/or charges and the taxes levied thereon as fixed by the Developer/Promoter from the date of completion of construction of the residential buildings on the Schedule - A Property as certified by the "Project" Architect and as fixed later on by the "Association of Allottee/s" as and when formed.

(d) Expenses towards insurance, routine maintenance and upkeep of common amenities and facilities and expenses incurred towards painting, white washing, cleaning etc, of the common areas in the "Project".

(e) Maintenance, upkeep and insurance of lifts, pump sets and other machineries and equipments, sanitary and electrical lines and the taxes levied thereon common to the building.

(f) Payment of the electrical and water charge for common services.

(g) Replacement of bulbs and electrical fittings in corridors and common passages and lobbies.

(h) Expenses incurred towards the services provided by watchmen, lift-operators, pump-operators, Gardner, Estate Manager, House Keeping persons, electricians, plumber and other security personnel and other office personnel.

Till such time the association is formed and registered, the services mentioned above will be carried out/rendered by the Developer/Promoter and thereafter, the decision taken by the majority of the Purchaser/s/Allottee/s and the interpretation of the clauses given by the majority of the Purchaser/s shall prevail over the views/interpretations of individual or minority of the Purchaser/s.

4. No individual Purchaser/s/Allottee/s and/or a minority group of Purchaser/s shall refuse to pay towards the maintenance of common amenities, facilities and services and/or repairs to and replacement of machinery employed for operating the common amenities whether or not they make use of such amenities or facilities or services
5. Should the Purchaser/s/Allottee/s default in making payments due for any expenses relating to maintenance of the "Common Areas" in the "Project", the Developer/Promoter or the "Association of Allottee/s" shall have the right to remove such common benefits or amenities, facilities, services including electricity and water connection provided for the use and enjoyment of the Purchaser/s.
6. Not to interfere with, disrupt or damage the pipes, cables, water lines or any other equipment meant for the common use of the Owner/s of apartments in the "Project" laid or passing through at any time or in any manner whatsoever.
7. Not to change the landscape already designed and implemented by the Developer/Promoter.
8. The Purchaser/s/s/Allottee/s shall maintain at their cost the said apartment and parking space in good condition, state and order and shall abide by all the laws and regulations of the Government, BMRDA and any other duly constituted planning authority from time to time in force, and answer and be responsible for all notices or violations and of any of the terms and conditions in the Sale deed, from the date of execution of the sale Agreement and/or handing over possession of the Schedule - B Residential Apartment, whichever is earlier.
9. The Purchaser/s shall use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in the "Project" in common with the other Owner/s of residential apartments in the "Project" and to permit free passage of water, sanitary, electricity and electrical lines, through and along the same or any of them and to share with the other Apartment Owner/s the cost of maintaining and repairing all common amenities such as common accesses staircases, lifts generator, etc., and to use the same as aforesaid and/or in accordance with the Rules, Regulations, Bye-Laws and terms of the Association to be formed by or among the Apartments Owner/s in the building.
10. The Promoter/Developer herein is developing on the Schedule - A **Property a club house and a landscape garden as a part of the common areas in the "Project" on the Schedule - A Property.** The Promoter, assures to hand over possession of the said common areas in the "Project" to the "Association of Allottee/s", although each phase may be registered

separately under RERA since the Schedule - A Property on the basis of which the master plan has been sanctioned cannot be divided by the metes and bounds according to the phases under RERA. The Purchaser/s/Allottee/s herein agrees and confirms that he/she/they shall not be entitled to refuse to take the possession of the said Schedule - B Residential Apartment on the ground of non - completion of the aforesaid common amenities.

11. That the Purchaser/s/Allottee/s further agree that even where 'Practical Completion' of works has been achieved, the said Schedule "C" residential apartment shall be delivered to the Purchaser/s. However, if the Developer/Promoter is not allowed by the Purchaser/s or any person on his/her/their behalf to complete the remaining portion of the works it shall be accepted by and between the parties that the remaining works shall be deemed to have been completed by the Developer/Promoter.
12. The Purchaser/s/Allottee/s shall permit the Developer/Promoter or the "Association of Allottee/s" with or without workmen at all reasonable times to enter into and upon the Schedule C Residential apartment or any part thereof for the purpose of repairing, maintaining, re-building, cleaning and keeping in order and condition all services, drains, structures or other conveniences belonging to or servicing or use for said apartment and also for the purpose of laying, maintaining, repairing and testing drainage, water pipes and electric wires and for similar purposes and also for the purpose of cutting off the supply of water and electricity etc, to the Schedule C residential apartment as the case may be who have defaulted in paying the monthly maintenance and other charges.
13. The Purchaser/s/Allottee/s shall be responsible for cleanliness and upkeep of the common area and shall not allow littering; dirtying and overgrowing grass and the "Association of Allottee/s" shall have the right to impose fines and penalties on the Purchase in case of breach in this regard.
14. For any modifications/alterations or repair work to the exterior of the building or any changes in/ openings into the common area, the Purchaser/s/s or the Association must seek written permission from the Developer/Promoter. However, if the Developer does not respond to the same within 30 (Thirty) days from the date of issue of the relevant letter by the said Association, it will be assumed that the Developer has no objections to the same and the Purchaser/s/s may go ahead with the said modifications/alterations. The Developer shall have the sole discretion to accede to or refuse the request from the Purchaser/s.
15. The Purchaser/s/Allottee/s hereto agree that the rights along with the restrictions and obligations as agreed and contained in this Agreement

shall form a part of all agreements entered into with any subsequent Purchaser/s of individual apartments in the "Project".

16. The Purchaser/s shall co-operate with the other Owner/s and/or Occupants of apartments in the "Project" and the Developer in the management and maintenance of the common areas in the "Project".
17. The Purchaser/s shall observe the rules and bye - laws framed from time to time by the "Association of Allottee/s"/ Developer and the circulars/ notices issued by the "Association of Allottee/s"/ Developer relating to the maintenance and upkeep of all the common areas, amenities and facilities in the "Project".
18. The expenses relating to the registration such as Stamp Duty and registration fees etc., shall be borne by the Purchaser/s only.
19. The Purchaser/s shall be entitled to nominate and assign his/her/their rights under this agreement in favour of any other person or persons on such terms and conditions as the Purchaser/s deems fit, which nomination shall be recognized by the Developer/Promoter only on the Purchaser/s paying a transfer fee calculated at 10% (Ten Percent) of the total sale price and consideration reserved under this agreement to the "Developer/Promoter" as the case may be.

SCHEDULE – E: RESTRICTIONS ON THE RIGHTS OF THE PURCHASER/S/ALLOTTEE/S

Each owner/s of a Residential Apartment in the "Project" so as to bind himself/herself/themselves to his/her/their successors, executors, administrators, legal representatives and assignees with the intention of promoting and protecting his rights and interests as the owner/s of the construction referred to in the Schedule C above and in consideration of covenants of each owner/s of a Residential Apartment in the "Project" binding on the other owner/s of apartments in the "Project" agree to be bound by the following covenants.

1. Not to raise any construction in addition to that mentioned in the Schedule C above.
2. Not to use or permit the construction referred to in Schedule C above in a manner which would diminish the value or utility in the property described in Schedule C above or any construction made thereon.
3. Not to use the common areas in the "Project" for parking any heavy vehicles or to use the same in any manner which might cause hindrance for the free ingress or exit from any part of the construction.

4. Not to default in the payment of her/his share of any taxes or levies or expenses to be shared by all the owner/s of the residential apartments in the "Project" in respect of the common areas.
5. Not to decorate the exterior of the Schedule C Residential Apartment otherwise than in a manner agreed to by the other owner/s of the apartments in the "Project" or by the "Association of Allottee/s" as and when formed.
6. Not to cause change / modification in elevation of the residential building/s being constructed on the Schedule - A Property.
7. Not to make any arrangement for the maintenance of the commercial cum residential building being constructed on the Schedule C Property other than those agreed to by all other Owner/s of apartments and in the event of failure of all the Owner/s agreeing to any arrangement, by the majority of the Owner/s.
8. The parking space allotted for any Purchaser/s/Allottee/s of a residential apartment in the "Project" shall be used for parking their cars respectively by him/ them or their duly authorized servants and shall not be used for any other purpose. The other Owner/s/Vendors of the apartments who have not been allotted parking space/s shall not park their cars in the parking space earmarked for the Schedule C Residential Apartment .The car parking space allotted for any owner/ occupant of an apartment in the "Project":-
 - (i) shall not be rented/ leased/ transferred to any outsider who does not own a residential apartment in the "Project", but the same can be rented/ leased/ transferred to other owner/s of residential apartments in the "Project".
 - (ii) Will not allow for anyone to reside in the car parking spaces.
 - (iii) Will not store material in the car parking space.
 - (iv) Will not park more than one single car in the car parking slot, unless it has been clearly allotted as a double or linked car park.
 - (v) Will not to park his/her car/s on the pathway or open spaces of the "Project" or any other place except the space allotted to him or her.
9. Not to seek change of name of the "Project" named as **"CELEBRITY PRIDE AVENUE"** being constructed on the Schedule - A Property.
10. Not to damage or demolish or cause to be damaged or demolished, the common areas or any part thereof in the "Project" or the fittings and fixtures affixed thereto.

11. Every Purchaser/s/Allottee/s shall use the lifts provided for in the "Project" to be developed on the Schedule A Property will be only used as passenger lifts and no heavy goods or luggage will be transported there under.
12. Not to do or cause anything to be done in or around the Schedule C Residential Apartment or any portion thereof which may cause or tend to cause or tantamount to cause or effect any damage to the flooring or ceiling or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
13. Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.
14. Not to store or bring and allow to be stored in the Schedule C Residential Apartment or any portion thereof any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the building or any portion of any fittings or fixtures thereof including windows, doors, floors etc in any manner.
15. Not to use or allow to be used, the Schedule C Residential Apartment or any portion thereof for any noisy, offensive or dangerous trade or pursuit or for any purpose which may or is likely to cause nuisance or annoyance to the other Owner/s and occupants of residential apartments in the "Project" and shall not allow or permit the use of the Schedule C Residential Apartment as a boarding house or a meeting place or for commercial/industrial activities or for any illegal or immoral purpose whatsoever.
16. Not to do any act or thing that may adversely affect the aesthetic appearance/ beauty of the Schedule C Residential Apartment or the residential building being constructed on the Schedule - A Property
17. Not to close and fix any grills or permit the closing of verandahs or lounges or balconies, utilities or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside color scheme of the exposed walls of the verandahs, lounges or any external walls or the fences of external doors and windows including grills of the Schedule C Residential Apartment which in the opinion of the Developer/Promoter differs from the color scheme of the building or deviation or which in the opinion of the Developer/Promoter may affect the elevation in respect of the exterior walls of the residential building being constructed on the Schedule - A Property

18. Not to install grills in the Schedule C Apartment, the design of which has not been approved by the Developer and Architect of the "Project".
19. The Purchaser/s shall not put up any hoarding, name plates sign-boards, graffiti etc., in any place other than that demarcated and allotted by the Developer/Promoter or Managing Committee of the "Association of Allottee/s" as and when formed.
20. The occupants of the Apartments in the "Project" shall maintain privacy as far as possible and shall not trespass into mutually allotted premises. The movement into each of the premises can be regulated by the Developer/Promoter in the interest of all the occupant/s.
21. The Purchaser/s agree that the earmarked garden area on the ground floor and the earmarked terrace rights/space, allotted shall be to the exclusive use of the any Purchaser/s/Allottee/s shall be earmarked exclusively for their use and the Purchaser/s of other residential apartments in the "Project" shall at no time after the completion of the "Project" and formation of the Association of Allottee/s, claim any right thereto or deprive such Purchaser/s/Allottee/s of the said garden space or the terrace area. However such Purchaser/s/Allottee/s shall provide all necessary access for repairs to water lines, sewage lines, chambers, water tanks, power lines, panels boards or any other services
22. Not to do, or permit to be done, any act or thing which may render void, or make voidable, any insurance in respect of any part of the Schedule C Residential Apartment or cause increased premium to be payable, in respect thereof if the "Project" is insured.
23. Not to use the Schedule C Residential Apartment or any part thereof for any activity prohibited by law or permit the same to be used for any purpose whatsoever other than for the purpose of residence.

IN WITNESS WHEREOF THE PARTIES ABOVENAMED HAVE SIGNED AND EXECUTED THIS AGREEMENT TO SELL ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE WITNESSES ATTESTING HEREUNDER.

WITNESSES

1.

Owner/s/Developer/Seller

CELEBRITY STRUCTURES INDIA PRIVATE LTD,
Represented by its Managing Director and Authorized Signatory
SRI. P. SURESH REDDY

2.

PURCHASER/S/ALLOTTEE/S

ANNEXURE I
PAYMENT PLAN FOR SALE CONSIDERATION

ANNEXURE II
PAYMENT PLAN FOR CONSTRUCTION COST

ANNEXURE III SPECIFICATIONS

ANNEXURE IV
COMMON AREAS IN THE PROJECT

ANNEXURE V
COMMON AMENITIES AND FACILITIES OF THE PROJECT

ANNEXURE VI
OTHER COSTS CHARGES AND EXPENSE

- 1) As per RERA – Allotment letter

