

AGREEMENT OF SALE

**THIS AGREEMENT OF SALE IS MADE AND EXECUTED ON THIS
DAY OF TWO THOUSAND SEVENTEEN (..... 2017)
AT BANGALORE.**

1. MRS. SHAKIRA BEGUM

Aged about 67 Years,
W/o.Mr.Samiulla Shariff,
Residing at No-20, Mr.nidhi Colony,
II Cross, Wheelers Road,
Bangalore-560005.

2. MR.RAHAMATULLA KHAN

Aged about 64 Years,
S/o.Late.H.Ahemed Ali Khan,
Residing at No-50, Millers Road,
II Cross, Benson Town,
Bangalore-560046.

3. MR.SHAFIULLA KHAN

Aged about 62 Years,
S/o.Late.H.Ahemed Ali Khan,
Residing at No.47/2, M.K. Palya,
M.M.Road Cross, Frazer Town,
Bangalore-560005.

4. MRS.SHAHINA BEGUM

Aged about 60 Years,
W/o. Late. Rafiq Ahmed,
Residing at No-43, Lazar Road Cross,
Fraser Town, Bangalore-560087.

5. MRS.SHAMSHAD BEGUM

Aged about 57 Years,
W/o.Mr.Abdul Jabbar,
Residing at No-4,
K.H.Lakshminarayan Layout,
Oil Mill Road, Arvind Nagar,
Bangalore-560087.

6. MRS.AZRA KHAN

Aged about 51 Years,
W/o.Late.Naseerullah Khan,

6.(a) MR.FARAZA KHAN

6.(b) MR.HISHAM KHAN

Sl.No-6, 6(a) & 6(b) are residing at

No-9/2, II Cross, Lalbagh Fort Road,
Doddamavalli, Bangalore-560004.

7. MRS.IRFANA BEGUM

Aged about 55 Years,
W/o.Mr.Liyakath Ali Baig,
Residing at No-8, M.D.M Road
II Cross, Frazer Town,
Bangalore-560005.

8. MRS.FARAH AFZAL

Aged about 55 Years,
W/o.Mr.Afzal Ahmed,
Residing at No-10, 1st Main,
ITI Layout, Benson Town,
Bangalore-560046.

9. MR.FASIULLA KHAN

Aged about 52 Years,
S/o.Late.H.Ahemed Ali Khan,
Residing at No-5/1, 1-A, Kenchappa Road,
Frazer Town, Bangalore-560005.

10. MRS.NAZIMA BEGUM

Aged about 50 Years,
W/o.Mr.Mukaram Pasha,
Residing at No-22, Boudilon Road,
Frazer Town, Bangalore-560005.

11. MR.NAVEEDULLA KHAN

Aged about 47 Years,
S/o.Late.H.Ahemed Ali Khan,
Residing at Aman Mansion,
No-4, Cleveland Road,
Coles Road Cross, Frazer Town,
Bangalore-560005.

12. MRS.NAHID TARANUM AHMED

Aged about 45 Years,
W/o.Mr.Mohammed Munawar Ahmed,
Residing at No.20, Sindhi Colony, II Cross,
Wheelers Road, Bangalore-560005.

(Hereinafter referred to as the “**OWNERS/FIRST PARTY**”, which expression shall, wherever the context so requires or admits, shall mean and include, their successors-in interest, administrators, executors, Legal assignees) on the **ONE PART**.

All the Owners represented by their General Power of Attorney holder:
M/s.GM Infinite Dwelling India Pvt Ltd.,
a company incorporated under the Provisions of Companies Act of 1956,
having its Corporate office at No.06,
GM Pearl, BTM Layout, I Stage,
I Phase, Bangalore-560068, duly authorized/empowered registered General Power
of Attorney dated 17.08.2009.
Represented by its Director _____

AND

M/s.GM Infinite Dwelling India Pvt Ltd.,
a company incorporated under the Provisions of Companies Act of 1956,
having its Corporate office at No.06,
GM Pearl, BTM Layout, I Stage,
I Phase, Bangalore-560068,
Represented by its Director.....

Hereinafter referred to as the **DEVELOPER/CONFIRMING PARTY** (which expression unless repugnant to the context shall mean and include its Successors-in-interest and permitted assigns) of the **SECOND PART**.

[The Owners and DEVELOPER shall hereinafter collectively be referred to as "Promoters"]

IN FAVOUR OF:

1. MR.
S/o. Mr.....
Aged about Years,
PAN:
Residing at:
.....

&

2. MRS.
S/o. Mr.....
Aged about Years,
PAN:
Residing at:
.....

Hereinafter referred to as the "**ALLOTTEE/S**" (which expression shall where ever the context so requires, mean and include his/her/their heirs legal representatives, successors-in-interest and assigns) of the **THIRD PART**.

WITNESSES AS FOLLOWS:

WHEREAS, Mrs.Shakira Begum, Mr.Rahamatulla Khan, Mr.Shafulla Khan, Mrs.Shahina Begum, Mrs.Shamshad Begum, Mrs.Azra Khan, Mr.Faraza Khan, Mr.Hisham Khan, Mrs.Irafana Begum, Mrs.Farah Afzal, Mr.Fasiulla Khan, Mrs.Nazima Begum, Mr.Naveedulla Khan, and Mrs.Nahid Taranum Ahmed, all are legal heirs of Late.H.Ahmed Ali Khan, are the owners of all that piece and parcel of immovable property bearing Survey No 83/1 measuring 2 Acres 08 guntas and Survey No. 83/2 (old Sy.No.83) measuring in 2 Acres 05 guntas situated at Jodi Mallasandra Village, Yeshwanthapur Hobli, Bangalore North Taluk, totally measuring 4 Acres 13 guntas.

WHEREAS, the Owners acquired the above said property vide partition deed dated.18.03.2006 registered as document No.36751/2005-06 in the office of sub registrar Bangalore North Taluk, wherein an extent of land measuring 25 guntas including 9 guntas of Karab Land in survey No. 83/1 being the Item No.1 of the property to the partition was allotted to the share of Mrs.Shakira Begum an extent of land measuring to an extent of 48 guntas including 4 guntas of Karab Land in Survey No.83/2 being the Item No.2 of the property to the partition was allotted to the share of Mr.Rahamatulla Khan an extent land measuring 14 guntas of Land in Survey No. 83/1 being the Item No.3 of the property to the partition was allotted to the share of Mr.Shafulla Khan an extent land measuring 7 guntas of Land in Survey No. 83/2 being the Item No.4 of the property to the partition was allotted to the share of Mrs.Shahina Begum, an extent land measuring 7 guntas of Land in Survey No. 83/2 being the Item No.5 of the property to the partition was allotted to the share of Mrs.Shamshad Begum, an extent land measuring 16 guntas of Land in Survey No. 83/2 being the Item No.6 of the property to the partition was allotted to the share of Mr.Naseerulla Khan an extent land measuring 7 guntas of Land in Survey No. 83/2 being the Item No.7 of the property to the partition was allotted to the share of Mrs. Irafana Begum, an extent land measuring 7 guntas of Land in Survey No. 83/1 being the Item No.8 of the property to the partition was allotted to the share of Mrs. Farah Afzal, an extent land measuring 14 guntas of Land in Survey No. 83/1 being the Item No.9 of the property to the partition was allotted to the share of S/o.Mr.Fasiulla Khan, an extent land measuring 7 guntas of Land in Survey No. 83/1 being the Item No.10 of the property to the partition was allotted to the share of Mrs.Nazima Begum; an extent land measuring 14 guntas of Land in Survey No. 83/1 being the Item No.11 of the property to the partition was allotted to the share of Mr.Naveedulla Khan, an extent land measuring 7 guntas of Land in Survey No. 83/1 being the Item No.12 of the property to the partition was allotted to the share of Mrs.Nahid Taranum Ahmed all are children of Late.H.Ahmed Ali Khan. And ever since the date of acquisition, the Owners No.1 to 12 herein are in physical possession of the property as absolute owners thereof exercising all sorts of dominion and ownership. Thus the owners are fully seized and possessed of the above said properties with power and authority to sell or otherwise dispose of the said property in favour of any person of their choice.

WHEREAS, the immovable property bearing Survey No 83/1 measuring 2 Acres 08 guntas and Survey No. 83/2 (old Sy.No.83) measuring in 2 Acres 05 guntas of Jodi Mallasandra Village, Yeshwanthapur Hobli, Bangalore North Taluk, totally measuring 4 Acres 13 guntas are the composite property for which the above said sons and daughter of Late H.Ahmed Ali Khan are the Owners thereof and out of which an extent of 1 Acre 39 guntas in survey No. 83/1, an extent of 1 Acre 39 guntas in survey No.83/2 and an extent of 0-06 guntas of A kharab land totally measuring to an extent of 4 Acre 04 guntas has been converted from agricultural to non-agricultural residential purposes by order of the Deputy Commissioner, Bangalore District vide Official Memorandum datet:20-10-2008 bearing No.ALN (NY).SR.04/2006-07.

WHEREAS the above said converted property measuring 4 Acres 04 guntas in Survey No.83/1 and 83/2 of Jodi Mallasandra Village, Yeshwanthapur Hobli, Bangalore North Taluk constitutes the Schedule 'A' Property and hereinafter more-fully and particularly described in the **Schedule 'A' hereunder** and hereinafter referred to as Schedule 'A' Property.

WHEREAS, the OWNERS have approached the DEVELOPER who has necessary experience & skills in the construction of multistoried residential apartments in and around Bangalore for development in Joint Venture. In pursuance of the same in developing the Schedule 'A' Property the OWNERS have entered into a Joint Development Agreement dated 26.08.2009 in respect of the Schedule 'A' Property with the DEVELOPER by virtue of registered Joint Development Agreement dated.26.08.2009 registered as Document No.PNY-1-01424/2009-10 stored in CD No.PNYD 430, in the office of Sub Registrar, Peenya, Bangalore, (hereinafter referred to as '**JDA**'). Under the Scheme of development devised by them, the built up area, undivided share in the land including common areas and service area, both in the residential and commercial complex shall be shared by the OWNERS and DEVELOPER in the ratio of 32:68 ie. The OWNERS share herein mentioned is 32 % and the DEVELOPER'S would be 68 % and in the event of additional constructed area, the same will be shared by both the parties in the ratio of 32:68. Accordingly the OWNERS and the DEVELOPER shall construct and deliver to the OWNERS 32 % of the constructed area constructed on the Schedule 'A' Property along with corresponding car parking space and the common areas and in consideration of the same the OWNERS shall convey an undivided 68 % share, right, title and interest in the Schedule 'A' Property to the DEVELOPER or to their nominees. In terms of the said agreement of Joint development the OWNER'S CONSTRUCTED AREA and the DEVELOPER'S CONTRUCTED AREA are the absolute properties of OWNERS AND DEVELOPER herein and further they shall also be entitled to sell, mortgage, gift, lease and alienate or otherwise dispose of their respective share of constructed area to any party at their discretion along with the undivided share, right, title and interest in the property to and in favour of the prospective ALLOTTEE/S of their choice and in this regard the OWNERS have also executed General Power of Attorney dated:26.08.2009, registered as Document No. PNY-Bk-IV-00044/2009-10, registered in the office of Sub Registrar, Peenya, Bangalore, (hereinafter referred to as '**GPA**') for development of multistoried residential building and for sale thereof.

WHEREAS, the Schedule "A" Property comes within the Jurisdiction of Bruhath Bangalore Mahanagara Palike and the Khatha of the Schedule "A" Property stands in the names of said OWNERS.

AND subsequently to rectify the name of the Developer in the said JDA & GPA, which was inadvertently crept as M/s. G M Dwelling India (Pvt) Ltd instead of M/s. GM Infinite Dwelling India (Pvt) Ltd, the Owners have executed two Rectification Deeds for the said JDA and GPA both dated 24.10.2011, registered as Doc.No-PNY-1-06174/2011-12 and registered as Doc.No-PNY-4-00080/2011-12 respectively in the office of the Senior Sub Registrar Peenya, Bangalore.

WHEREAS the Developer by virtue of the powers conferred upon them under said Joint Development Agreement and the Power of Attorney, secured a building Plan sanctioned from the Bruhat Bengaluru Mahanagara Palike vide **LP No. JDTP/JC/DSH/ADTP/LP No. 46/2009-10 dated 28/2/2012** for construction of Residential Apartment/Buildings, consisting of several blocks with Two Basements, Ground plus Nineteen Upper Floors and the entire development of the said residential project is known as **"GM INFINITE SILVER SPRING FIELD"**.

WHEREAS, the PROMOTERS have registered the said Project with the Real Estate Regulatory Authority under the provisions of the Real Estate (Regulation and Development) Act, 2016 (the "Said Act") and the Rules framed thereunder by the Government of Karnataka vide Registration No.....

WHEREAS, the PROMOTERS have prior to this on the demand made by the ALLOTTEE/S provided photocopies of the deeds and documents of the title pertaining to the Schedule 'A' Property to the ALLOTTEE/S to enable the latter to carry out legal due-diligence to its satisfaction about the title of the Owners/First party. Based on the said due-diligence and title verification and satisfaction, the ALLOTTEE/s has/ have agreed to purchase the Schedule 'B' Property, from the PROMOTERS on the terms and condition herein contained and agreed to get the Schedule 'C' Apartment/Unit constructed exclusively through the PROMOTERS. The ALLOTTEE/s has/have further confirmed that the ALLOTTEE/s has /have carefully read the condition of this Agreement and has/have understood the clauses mentioned in this Agreement has/have approached and offered to purchase the Schedule 'B' Property for the purpose of construction of Schedule 'C' Apartment/Unit thereon.

WHEREAS, the ALLOTTEE/S herein after due verification and scrutiny, being satisfied with the title of the Schedule 'A' Property and with the scheme propounded by the DEVELOPER and sanctions/permissions obtained by them, including such other documents as are specified under the Said Act and Rules made there under, is/are interested to get construct and owning an apartment described in the Schedule 'C' in **"GM INFINITE SILVER SPRING FIELD"** and hereinafter referred to as Schedule 'C' Apartment/Unit to be built in portion of Schedule 'A' Property and as per the scheme the ALLOTTEE/s agreed to purchase the proportionate

undivided share in Schedule 'A' Property from the OWNERS more fully described in the Schedule 'B' and hereinafter referred as the "Schedule 'B' Property" for the sale consideration mentioned in Schedule 'D' herein below in the terms of this Agreement and the ALLOTTEE/s has/have also agreed and entered into a separate agreement for Construction of Schedule 'C' Apartment/Unit with the Promoters in terms of the scheme stated above.

WHEREAS, the PROMOTERS have agreed to convey Schedule 'B' and "C" Property subject to ALLOTTEE/s complying with the terms and conditions of this Agreement and the Construction Agreement and payment of all the amounts detailed in both the Agreements to the DEVELOPER.

WHEREAS, the Owners and the developer identified the apartments and built-up areas etc., falling to their respective shares in **"GM INFINITE SILVER SPRING FIELD"** being constructed by the Developer on Schedule 'A' Property in terms of the said Joint Development Agreement and Agreement as executed & agreed between the Owners and the Developer/Builder, the Owners and the Builder are entitled to dispose of their respective shares and other entitlements of the built-up areas, undivided share, car parking areas in their own names, in pursuance of the same all the amounts payable by the ALLOTTEE/s under this Agreement and under the Construction Agreement shall be paid to the DEVELOPER only herein.

THE OWNERS/PROMOTERS JOINTLY COVENANT WITH THE ALLOTTEE/S AS FOLLOWS:

- That the OWNERS are the absolute owners of the Schedule-A Property and that the title thereto is good, marketable and subsisting and they have absolute right to convey the same.
- That the Schedules 'B' and 'C' properties being conveyed to the ALLOTTEE/S are free from attachment, encumbrances, court of acquisition proceedings or charges of any kind.
- That PROMOTERS agree to do and execute or cause to be executed all acts, deeds and things, as may be required by the ALLOTTEE/S for more fully and perfectly assuring the title of the ALLOTTEE/S to the Schedule 'C' Apartment/Unit:
- That the PROMOTERS will not convey or cause to be conveyed to any person, any interest in the Schedule-A Property and the building, without incorporating the covenants and stipulations as are agreed to and undertaken as between the PROMOTERS and the ALLOTTEE/S as per this Agreement;
- That the PROMOTERS shall pay all taxes, rates and cesses in respect of the Schedule-A Property up to the date of delivery of possession of the Schedule-C Apartment/Unit.

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

That in pursuance of the foregoing and in consideration of the mutual obligations accepted by the Parties hereto and in consideration of the advance paid on this day by the ALLOTTEE/S, the ALLOTTEE/S hereby agrees to purchase proportionate undivided share in Schedule -A property, more fully described in the Schedule B hereunder and the PROMOTORS hereby agrees and undertakes to convey the schedule B Property in favour of the ALLOTTEE/S for a total sale consideration of **Rs...../- (Rupees only)** subject to the terms, conditions and covenants herein contained.

The ALLOTTEE/S has/have assured the PROMOTORS herein that the balance sale consideration shall be paid by the ALLOTTEE/S without default since time is the essence of the contract and the ALLOTTEE/S is aware that default in payments of the balance amount would affect the entire project of construction of residential complex on the Schedule A property and there are other ALLOTTEE/S who have joined the Scheme and have contracted to purchase an un-divided interest in the Schedule A property based on the assurance given by the PROMOTORS herein. Accordingly the ALLOTTEE/S has/have agreed to pay the balance sale consideration as per the Schedule-D.

WHEREAS the said PROMOTORS have agreed to construct & sell the apartment (herein after called as apartment & more fully described in Schedule-C) and transferSq.ft undivided share in the Schedule-A property (which share of undivided right and interest is more fully described in the Schedule-B written hereunder and hereinafter called the Schedule-B property) being the Apartment No on **the floor** of the building being constructed on the Schedule-A property by the PROMOTORS, measuring super built-up area of aboutsq.ft with floors, ceiling and walls between apartments jointly belonging to such apartment owners equally including proportionate share of common area, along with one car parking area in the basement and right to use including Club house Bamboo garden and other facilities Viz. Designer fountain, Elder's walkway & park, entry water features, jogging track, open lawn, tree lined driveway, swimming pool, toddler's pool, tennis court, basketball court, netted cricket pitch, children's play area, multipurpose hall, Gym/Fitness center, table tennis, billiards, reading room, carom/card room, crèche, sauna, Jacuzzi. In the premises, attached to the apartment.

The PROMOTORS assure the ALLOTTEE/S that they have good, subsisting and marketable title over the Schedule-B Property and that there is no legal impediment for the sale of the Schedule-B Property in favour of the ALLOTTEE/S and that they can vest clear and marketable title to the Schedule property in the ALLOTTEE/S and that the Schedule-B Property is free from all encumbrances, lien, charges, mortgages, restrictive covenants, lispensens, acquisition and requisition proceedings, minor claim or claims of any other nature whatsoever.

The ALLOTTEE/S has/have taken inspection of all the title deeds, approvals, permissions and sanctions given by various authorities relating to the Schedule-B Property, as provided by the PROMOTORS and based on such inspection after having been satisfied about the title of the PROMOTORS to the Schedule-B Property has entered into this agreement of sale.

The PROMOTORS shall do or cause to be done all such acts, deeds or things as the ALLOTTEE/S may reasonably require, however, at the cost of the ALLOTTEE/S, for more perfectly assuring the Schedule-B Property agreed to be conveyed, granted, transferred and sold to the ALLOTTEE/S. In case so required under any law for the time being in force, the PROMOTORS, at the request and cost of the ALLOTTEE/S, agree to join in execution of any deed for perfecting the title of the ALLOTTEE/S to the said Apartment, subject to the ALLOTTEE/S bearing the cost and expenditure involved in such execution.

The PROMOTORS shall execute and register a deed of sale in favour of the ALLOTTEE/S in respect of the Schedule-B property along with Schedule-C flat and shall do, execute and perform all other acts, deeds and things as may be necessary and at the cost of the ALLOTTEE/S for effectively conveying the title of the Schedule-B & C properties to the ALLOTTEE/S, after the ALLOTTEE/S complies with the terms and conditions of this agreement. On and after execution and registration of sale deed as aforesaid, the ALLOTTEE/S shall peacefully and quietly enter into, possess and enjoy the Schedule-B & C property without any let, hindrance or interruption or disturbance by the PROMOTORS or any persons claiming through or under them or in trust for the PROMOTORS.

The ALLOTTEE/S shall be liable to pay the property taxes, cesses and all other outgoings in respect of his/her/their proportionate share in the Schedule-B&C Property from the date, the apartment specified in Schedule-C is registered and occupied by the ALLOTTEE/S as set in the notice to be sent by PROMOTORS to the ALLOTTEE/S.

The ALLOTTEE/S shall own and enjoy the undivided share and interest hereby agreed to be sold and conveyed and shall enjoy the Schedule-A, property in common with other ALLOTTEE/S of the undivided share, right title and interest in the Schedule-A Property and shall not seek for a separate partition or possession of the Schedule-A Property and shall not have any objection whatsoever for the use by the other owners of other apartments on the Schedule-A Property of their respective apartments and the common area.

If the ALLOTTEE/S cancels the purchase of the apartment, the amount paid by the ALLOTTEE/S towards the cost of the apartment would be refunded only after the apartment is sold to another ALLOTTEE/S and payment received from him. The refund shall be made after deduction of 20% of the Sale consideration as cancellation charges and other expenses incurred by the PROMOTORS.

The PROMOTORS shall be at liberty to sell, transfer, assign and/or deal with or dispose off their remaining right, title and interest in the Schedule-A Property. The ALLOTTEE/S shall not question the sale price that may be settled between the PROMOTORS and such ALLOTTEE/S of undivided right and interest in the Schedule-A Property and shall not be entitled to any rebate or concession whatsoever. The developer will be at liberty to borrow or for requisition of financial assistance from banks and other institutions for the purpose of construction to which the ALLOTTEE/S has no objections what so ever.

The ALLOTTEE/S is liable to pay the Value Added Tax (VAT), and other cess/ tax and charges as may be applicable or may be imposed by the Government. In case service tax is applicable the ALLOTTEE/S is liable to pay the same.

The ALLOTTEE/S assures timely payment of installments without delay and in the event of delay in payment due to any reason, damage arising thereon shall be at the risk of the ALLOTTEE/S only.

Any default by the ALLOTTEE/S in payment of the cost of construction of Flat or any installment thereof on the due dates shall be construed as the breach of contract committed by her/him/them and without prejudice to any other rights, the PROMOTORS at their discretion/option may either continue with this contract and claim the unpaid installment amount/arrears along with interest at the rate of 2% of total sale consideration per month from the date of default till the date of payment or rescind the contract with the ALLOTTEE/S and forfeit 20% of the total sale consideration, and the balance amount after forfeiture will be paid by the PROMOTORS only after the Schedule 'C' Property is sold in favour of the any other ALLOTTEE/S. Even after payment of the amount with interest, the PROMOTORS will be entitled to the consequential extension of time to hand over possession of the Schedule C Property to the ALLOTTEE/S. Against the cancellation of this agreement by the first party, the Second Party's rights under the construction agreement executed on the same date shall stand terminated as both are coterminous in nature without any requirement of execution of any further documents. If the forfeited amount of the liquidated damages under clauses mentioned above is more than the amount paid by the ALLOTTEE/S under this sale agreement, then the PROMOTORS will have the right to claim the difference between the amount paid and the balance of the liquidated damages from the ALLOTTEE/S.

Apart from the sale consideration agreed to be paid, the ALLOTTEE/S is also liable to bear expenses to be incurred for payment of Stamp Duty, Registration Fee, Legal and incidental charges at the time of registration of Sale Deed in respect of the Schedule-B Property and/or the Schedule-C Property.

The ALLOTTEE/S will be allowed to take possession of the Schedule-C property only after the payment of the entire amount due to the PROMOTORS.

The sale of the undivided share shall enable the ALLOTTEE/S to construct a Flat, morefully described as Schedule C Property, through the Developer and the

ALLOTTEE/S shall not seek partition or division or separate possession in respect of any portion of the Schedule-A Property under any circumstances.

The ALLOTTEE/S shall also observe and abide by all the Byelaws, Rules and Regulations prescribed by the Government, Bruhat Bangalore Mahanagara palike/Bangalore Development Authority/or any other competent Authority, in regard to possession and enjoyment of such Flat and payment of all taxes, rates and cesses in regard to the Schedule-C flat. It is the responsibility of the ALLOTTEE/S to get Schedule-C property transferred in his name and gets assessed by the Competent Authority for payment of tax etc.

The ALLOTTEE/S shall have rights and obligations in the buildings as enumerated in the Schedule D and E hereto with regard to the Flat to be constructed by the above Developer along with enjoyment of the ground, common areas and other matters concerned there with and the terms therein are part and parcel of this agreement to sell.

The ALLOTTEE/S shall have no right whatsoever to obstruct or hinder, on any ground the progress of construction of the building or any part thereof.

The ALLOTTEE/S agrees that the terrace and/or garden rights/allotted to the Flat owners by the PROMOTORS shall be to the exclusive use of such allottees and the ALLOTTEE/S will not have any right thereto to deprive the allottees of such terrace/ garden/ parking Area. The allottee shall not have any right to erect any additional construction therein other than the construction put up by the Developer. It is understood that such allotment will be made to protect privacy of the respective Flat owner. The PROMOTORS can retain any portion in the property and it cannot be questioned by the ALLOTTEE/S.

All letters, receipts or notice issued by the PROMOTORS dispatched under certificate of Posting/Registered Post Acknowledgement due to the address of the ALLOTTEE/S given in this agreement will be sufficient proof of service to the ALLOTTEE/S and shall effectively discharge the PROMOTORS from the obligations to issue any further notice.

In view of the scheme formulated, it is agreed that cancellation of this Agreement for sale will lead to the cancellation of the Construction Agreement, which is simultaneously being entered into between the ALLOTTEE/S and Builder. The ALLOTTEE/S shall have no right to terminate this Agreement without releasing the rights accrued under the construction Agreement pertaining to Schedule-C Flat and breach of this agreement to sell shall be considered as breach of the construction Agreement as well. Accordingly both the agreements have to be read in conjuncture with other.

No change, variation or modification of any of the terms and conditions set forth herein shall be valid unless incorporated as an amendment to this agreement and signed by both the Parties.

The parties agree that in case of any dispute arising in respect of this agreement, the matter shall be referred to an Arbitrator and provisions of The Indian Arbitration and Conciliation Act, 1996 shall be applicable and the decision of the Arbitrator so appointed shall be binding on both the parties to the agreement. The venue for conducting Arbitration Proceedings shall be Bangalore only.

In the event that any provision of this agreement or any of the conditions therein are declared by any judicial or other competent authority as void, voidable, illegal or otherwise unenforceable and indication of the same is received by either of the parties from any competent authority, the parties shall amend the agreement in order to give effect to the intention of the parties within the legal frame work or at the discretion of the parties the impugned provision may be severed from this agreement while retaining the remaining provisions of this Agreement.

The covenants, rights and obligations of the parties expressed in this agreement shall govern the parties in the corresponding construction agreement also.

The stamp duty and registration fees for the schedules B and C properties as may be prevailing at the time of registration.

Legal fees and incidental charges in regard to this Agreement as also the Deed of Conveyance for registration of Schedules B and C properties as may be fixed at the time of registration. Rs.40,000/- (Rupees Forty Thousand only) in case of three bed units being the advance Maintenance charges, which will not carry any interest, to be paid to the PROMOTORS at the time of taking possession of the schedule B and C properties or within 7 days of the PROMOTORS informing that the schedule B and C properties are ready for possession, whichever is earlier. The advance maintenance expenditure shall be used towards recurring common maintenance charges including maintenance of club house facilities, service charges of the PROMOTORS and service tax payable by the PROMOTORS in this regard, wherever applicable.

The ALLOTTEE/S shall pay such usage/subscription charges for the club house facilities utilized by them and abide by the rules and regulation as prescribed by the PROMOTORS or the club house management agency or the association as and when formed. The usage charges will be credited to common maintenance account.

The ALLOTTEE/S shall sign all such forms that may be required by the PROMOTORS or the management agency for becoming the member of Club House and for enjoying the club house facility;

The membership rights to use the facilities of the club house facility will always lie with the owner of the schedule-C Apartment and will get automatically transferred with the transfer of ownership of the apartment.

In the event of the schedule C Apartment being occupied by other than the owner of the schedule C Apartment, such occupier only shall be entitled to use the club house facility and other common facilities and not the said owner.

The schedule A property on which the building/s is to be constructed will be held by the ALLOTTEE/S as per the terms and conditions contained herein and of the deed of conveyance to be obtained from the PROMOTORS.

The ALLOTTEE/S shall not be entitled to transfer/assign their rights under this agreement in favour of anyone else except with the prior written consent and subject to payment of transfer fee as may be determined by the PROMOTORS. The assignment/transfer would be permitted only if the ALLOTTEE/S assign/transfers the rights under the construction agreement executed on this date.

The ALLOTTEE/S shall, from the date of the schedule "C" apartment is ready for occupation, whether possession of the same is taken or not, pay proportionate share of all out-goings and maintenance and general expenses such as insurance, municipal taxes and cesses, electrical, water charges, etc., and all other charges/expenses for the common areas of the Apartment building complex. The ALLOTTEE/S hereby agree for the PROMOTORS to maintain or handing over the maintenance of the Apartment building complex to any professional agency or any other maintenance managers or the association of Apartment owners for the maintenance of the Apartment Building complex at the sole option/discretion of the PROMOTORS and the ALLOTTEE/S is required to pay the maintenance charges to such persons.

The ALLOTTEE/S agrees that the PROMOTORS will be entitled to carve out certain portions of the common areas in the schedule A property or the building and allot them as private Terrace Rights/space to apartments for the exclusive use of ALLOTTEE/S occupiers of such apartments. The ALLOTTEE/S shall at no time, even after the completion of the project and formation of Association/condominium/organization of owners, claim any rights thereto or deprive the allottee / purchase of such apartment of the private terrace rights/space. It is understood that such allotments are made to provide privacy to or for better utilization of the respective apartment. However the allottees will not be entitled to put up any structure thereon.

The ALLOTTEE/S is aware that the club house and its facilities is part of the common area and that the date of delivery specified in the construction agreement is applicable only to the schedule C Apartments and that the club house and its facilities and landscaping, etc,, will be completed within a reasonable period of time afterwards.

The ALLOTTEE/S will have no objection for the PROMOTORS to carry on the club house work and finishing work in other un-finished apartments after completion of the schedule -C Apartment.

The PROMOTORS have informed the ALLOTTEE/S that the undivided share agreed to be sold hereunder shall be corresponding to the apartment constructed and the actual undivided share corresponding thereto will be calculated at the time of registration thereof by making suitable provisions to the area retained/demarcated.

The ALLOTTEE/S shall be entitled to the rights enumerated in the schedule-D hereto and shall be bound by the obligations enumerated in schedule-E hereto in regard to the apartment to be constructed by the ALLOTTEE/S in the building's and enjoyment of the grounds, common areas and other matters connected therewith and the terms therein are part and parcel of this agreement for sale.

All letters, receipts or notices issued by the PROMOTORS dispatched under certificate of posting/registered post acknowledgement due to the address of the ALLOTTEE/S given in this agreement will be sufficient proof of service thereof on the ALLOTTEE/S and shall effectively discharge the PROMOTORS from the obligations to issue any further notice.

The parties agree that in case of any dispute arising in respect of this agreement, the matter shall only be referred to arbitration of any arbitrator (and not be any other forum) under the provisions of the Arbitration and conciliation Act, 1996, as may be amended from time to time. The decision of the Arbitrator so appointed shall be binding on the parties. The arbitration proceeding shall be carried-out in English language. The arbitration proceedings shall be held at Bangalore and the courts in Bangalore shall alone have Jurisdiction in this regard.

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

THE PROMOTORS CONVENIENT WITH THE ALLOTTEE/S AS FOLLOWS:

1. That when the Schedule B Property is conveyed to the ALLOTTEE/S, it shall be free from attachment, encumbrances, court or acquisition proceedings or charges of any kind;
2. That the FIRST PARTIES herein are the absolute owners of the schedule A property and that their title thereto is good, marketable and subsisting and they have the power to convey the same.
3. That the PROMOTORS will not convey or cause to be conveyed to any person, and interest in the Schedule-A property and the buildings, without incorporating the covenants and stipulations as are agreed to and undertaken as between the PROMOTORS and the ALLOTTEE/S as per this agreement;

4. That they will pay all taxes, rates and cesses in respect of the Schedule-A property up to the date of delivery of possession or completion of the Schedule-C property whichever is earlier. After the date of the apartment is ready for occupation, whether the possession is taken or not, if any levies are charged, levied or sought to be recovered in retrospective by the Bangalore City Corporation or other public Authority in respect of the Schedule-A property, the same shall be borne and paid by the ALLOTTEE/S in proportionately to their undivided share in the schedule-A property.

THE ALLOTTEE/S CONVENANTS WITH THE PROMOTORS AS FOLLOWS:

1. That the ALLOTTEE/S shall not be entitled to claim conveyance of the schedule B property until the ALLOTTEE/S fulfils and performs all the obligation and completes all payments under this agreement and the construction agreement.
2. That the ALLOTTEE/S has/have inspected the documents of title relating to the schedule-A property belonging to the PROMOTORS and has entered into this agreement after being satisfied with the title of the Owners/First party herein to the schedule-A property and the scheme formulated by the PROMOTORS.
3. That the PROMOTORS will be entitled to retain certain portions of the undivided or divided share in the schedule -A property to enable them to construct in such retained area and that the ALLOTTEE/S shall not object to such construction under any circumstances;
4. That the ALLOTTEE/S will not hinder the use of the specified Terrace Area, Car parking Areas and any other areas allotted by the PROMOTORS:
5. The purchase shall not do or suffer to be done anything in or to the Schedule-C Apartment which may adversely affect the building or any other apartments in the building;
6. The ALLOTTEE/S shall also observe and abide by all the Bye-laws, Rules and Regulations prescribed by the Government, Corporation of the city of Bangalore, Bruhat Bengaluru Mahanagara Palike or any other Statutory Authority, the PROMOTORS or the maintenance Agency and the owners Association that may be formed in regard to ownership or enjoyment of such apartments and pay all taxes, rates and cesses in regard to the Schedule-C Apartment without default.
7. The ALLOTTEE/S is aware that the undivided share in the Schedule" A" property shall be proportionate to the size of the schedule "C" Apartment calculated based on the entire super built up area of the entire construction on the schedule "A" property.

8. That the entrance to the Schedule-A property, the roads/driveways in the schedule-A property may be provided by the PROMOTORS as permanent right of way or otherwise to any of the neighboring properties agreed to be purchased, developed or owned by the PROMOTORS.
9. The purchase will abide by all the rules and regulation of the club house and its facilities and amenities as prescribed by the PROMOTORS or the Club Management Agency.

SCHEDULE 'A' PROPERTY

All that piece and parcel of property bearing New Municipal Survey No. 83/1 & 83/2 (Old Sy.No.83) admeasuring 4 Acres 13 guntas, (Sy.No. 83/1 comprising 2 Acres 08 Guntas, 09 guntas of Karab and Sy.No.83/2 comprising 2 Acres 05 guntas, 06 guntas Karab), out of it land to an extent of 4 Acres 04 guntas have been converted (in Survey No.83/1 an extent of 1 Acre 39 guntas have been converted and in Survey No.83/2 an extent of 1 Acre 39 guntas and 6 guntas of 'A' kharab land have been converted vide Official Memorandum dated 20-10-2008, bearing No. ALN (NY) SR: 4/2006-07 Situated at Jodi Mallasandra Village, Yeshwanthapura Hobli, Bangalore North Taluk, bounded as follows :

East by	:	Survey Number 84 ;
West by	:	Pipeline Road & Hessargatta Road ;
North by	:	Chikkabanavara Boundary ;
South by	:	Survey No. 82

SCHEDULE-B

(Property hereby agreed to be sold to the ALLOTTEE/S)

An undivided share equivalent tosq ft right, title and interest in the Schedule-A property in proportion to the super built-up area of the schedule "C" Apartment.

SCHEDULE-C

(Description of the Apartment to be constructed)

ABHK Residential Apartment bearing No..... in theFloor, in the project "**GM INFINITE SILVER SPRING FIELD**" constructed in the Schedule 'A' Property and having a built-up area ofSquare Feet of super built up area which consisting ofSq.ft of **Carpet area** with Vitrified Flooring (which is inclusive of balconies and utility space) which is inclusive of the floors, ceiling and walls between the apartments and the common areas attributable thereto) along with **One covered Car Parking Space** in the basement/stilt.

SCHEDULE D
PAYMENT AND DELIVERY SCHEDULE:

The consideration for sale of Schedule `B' Property is **Rs./- (Rupees Only)**. The ALLOTTEE/S/s has/have paid the PROMOTORS a sum of **Rs./- (Rupees Only)** as final and complete payment towards sale price

SCHEDULE - E
RIGHTS OF THE ALLOTTEE/S

The ALLOTTEE/S shall have the following rights in respect of the schedule-C property and the building thereon:-

1. The ALLOTTEE/S and all persons authorized by the ALLOTTEE/S (in common with all other persons entitled, permitted or authorized to a similar right) shall have the right at all times, and for all purposes, to use the staircases, lift, passage an common areas except the allotted terrace area / space other specifically allotted divided / demarcated areas, as said in this agreement and open / basement Car Parking Spaces; The right to subjacent, lateral, vertical and horizontal support for the Schedule-C Apartment form the other parts of the Building;
2. The right to free and uninterrupted passage of water, gas, electricity, sewerage etc., from and to the schedule-C Apartment through the pipes, wires, sewer lines, drain and water courses, cables, pipes and wires which are or may at any time hereafter be, in, under or passing through the Building or any part thereof in the Schedule-A Property;
3. The right to lay cables or wires for television, Telephone and such other installation, in any part of the Building; however recognizing and reciprocating such rights of the other Apartment Holders;
4. The right of entry and passage for the ALLOTTEE/S and ALLOTTEE/S's agents or workman to other parts of the building at all reasonable times after notice to enter into and upon other parts of the building of the purpose of repairs or maintenance of Schedule "C" 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 Apartment owners and making good any damage caused;

SCHEDULE - F
OBLIGATION OF THE ALLOTTEE/S

The ALLOTTEE/S hereby agrees, confirms and undertakes the following obligations towards the PROMOTORS and other Apartment owners

1. The ALLOTTEE/S shall not at any time, carry on or suffer to be carried on in the property hereby agreed to be sold and conveyed or any part thereof or in the apartment, any noisy, offensive or dangerous trade or pursuit or which may be or become in any way a nuisance, annoyance or danger to the PROMOTORS or the other apartment owners or occupiers of the other apartments or the neighbors or which
may tend to depreciate the value of the apartment or the building or
any part thereof;
2. The ALLOTTEE/S shall use the Schedule-C Apartment only for residential purposes;
3. The ALLOTTEE/S shall give to the owners of the other apartments, the necessary vertical, horizontal and lateral support for their apartment and reciprocate and recognize rights of the other apartments owners in the building as enumerated in the Schedule-D above;
4. The ALLOTTEE/S shall become and remain a member of any society, Association or Co-operative Society or Condominium (hereinafter referred to as the "ORGANISATION") to be formed by and consisting of all the apartment owners in the Building for the purpose of attending to the matters of common interest, including repairs, maintenance, etc., in respect of the Building and to maintain the roads, compound walls and all other common areas other than the specifically carved out or demarcate areas held by the PROMOTORS or their nominees. For this purpose the ALLOTTEE/S has accepted the Deed of Declaration executed by the PROMOTORS and all its contents. The ALLOTTEE/S will automatically become a member and will abide by the terms of the declaration (if any) executed by the PROMOTORS on the execution of the Deed of Sale in favour of the ALLOTTEE/S. The ALLOTTEE/S if called upon by the PROMOTORS, will also execute a confirmation to such declaration at the time of registration of the sale deed.
5. The ALLOTTEE/S will use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in the Building in common with the other apartment owners and to permit free passage of water, sanitary, electrical lines, through and along the same or any of them and to share with the other apartment owners, the cost of repairing and maintaining all such sewers, drains and water lines as also the cost of maintaining and repairing all common amenities such as common roads, staircases etc., and to use the same as aforesaid and / or in accordance with the rules, regulations, Bye-laws and terms of the association to be formed by or among the apartment owners in the Building;
6. With regard to the common areas, open spaces, parking areas, passages, in the Schedule "A" property and with regards to the Block in which the schedule "C" Apartment is constructed the ALLOTTEE/S shall keep the common areas thereof, lifts, staircases, lobbies etc., free from obstructions and in a clean and orderly manner

without encroachment on any common areas and rubbish/refuse shall be disposed of only at the designated places;

7. The ALLOTTEE/S shall keep the apartment walls, drains, pipes and other fittings in good and habitable condition so as to support and protect the parts of the building other than the apartment of the ALLOTTEE/S and also allow at all reasonable times other apartment ALLOTTEE/Ss or their agents or workmen to carry out internal repairs as may be required any the other ALLOTTEE/S and their representatives or the organization.
8. The ALLOTTEE/S shall not make any additions or alternations or cause damage to any portion of the Building or the Schedule-C Apartment and not change the outside color scheme, outside elevation / façade / décor of the Building;
9. The ALLOTTEE/S shall sign such papers, declaration etc., as may be required by the PROMOTORS at the time of taking over possession of he schedule Apartment or as and when required by the PROMOTORS.

IN WITNESS WHEREOF THE PARTIES HEREIN HAVE EXECUTED THIS AGREEMENT OF SALE IN THE PRESENCE OF THE WITNESSES ATTESTING HEREUNDER.

WITNESSES:

1.....

OWNERS/FIRST PARTY
[Rep by their GPA Holder]

2.....

DEVELOPER/CONFIRMING PARTY

ALLOTTEE/S