

AGREEMENT OF SALE

This Sale Agreement is made and executed on this _____ **day** of _____
2017 at Bangalore, between

1. SRI. D. LAKSHMAIAH REDDY

Aged about 78 years, S/o. Late. Linga Reddy,

2. SRI. L . RAVISHANKAR,

Aged about 45 years, S/o. Sri. D.Lakshmaiah Reddy

2a. Kum. INDUPRIYA,

Aged about 20 years, D/o. Sri. L. Ravishankar,

2b. Kum. NEHAPRIYA,

Aged about 15 years, D/o. Sri. L. Ravishankar,

Sl No.2b being a minors, represented by her guardian Mother

Smt. MALATHI, aged about 41 years, W/o. Sri. L. Ravishankar,

3. SRI. K. L. SRINIVAS,

Aged about 41 years, S/o. Sri. D. Lakshmaiah Reddy

3a. Master. NITHIN,

Aged about 18 years, S/o. Sri. K.L. Srinivas,

minor, represented by his natural guardian Mother

SMT. SHYAMALA, Aged about 36 years, W/o. Sri. K. L Srinivas,

4. Smt. K. L. VANI,

Aged about 36 years, D/o. Sri. D. Lakshmaiah Reddy.

All are residing at Doddakannahalli Village, Varthur Hobli, Bangalore East
Taluk, Bangalore-560 035.

Represented by their registered General Power of Attorney Holder:

M/s. VISHWAM PROJECTS, A Registered partnership firm having its
registered office at No. 313, Rainbow Residency, Sarjapura Road ,Near
Wipro, Junnasandra Village, Varthur Hobli,Bangalore- 560 035.

Represented by its Partners:

1) Mr. SRI. B. VENKATESHWAR REDDY,

S/o. Sri.B.Bal Reddy, aged about 50 years.

2) M/s. ETERNAL AVENUES AND INFRASTRUCTURES (P) Ltd.,

Represented by its Director Sri. B.C. MANOHAR REDDY, S/o. B. C.
Janardhan Reddy, Aged about 31 years,

Hereinafter called the **“VENDORS”** (Which term the Vendors wherever the
context so requires rationally such context shall mean and include all their

legal heirs, executors, administrators, assigns, attorneys, legal representatives etc.,) of the **FIRST PART:**

M/s. VISHWAM PROJECTS, A Registered partnership firm having its registered office at No. 313, Rainbow Residency, Sarjapura Road, Near Wipro, Junnasandra Village, Varthur Hobli, Bangalore- 560 035.

Represented by its Partners:

1) Mr. SRI. B. VENKATESHWAR REDDY,
S/o. Sri.B.Bal Reddy, aged about 50 years.

2) M/s. ETERNAL AVENUES AND INFRASTRUCTURES (P) Ltd.,
Represented by its Director Sri. B.C. MANOHAR REDDY, S/o. B. C. Janardhan Reddy, Aged about 31 years,

Hereinafter referred to as the **BUILDER/DEVELOPER** of the SECOND PART

AND

1. Mr.
S/o.
Aged about ----- years.

2. Mrs.
W/o. ,
Aged about _____ years.

Both Are Residing at:

_____.

Hereinafter called the **"PURCHASER"** (Which term the Purchaser wherever the context so requires rationally such context shall mean and include all his/her/their legal heirs, executors, administrators, assigns, attorneys, legal representatives etc.,) of the **OTHER PART:**

WHEREAS the Vendors are the owners of property bearing Converted Sy. No.29/4, (Converted vide official memorandum bearing No. ALN(EVH) SR 314/2010-11, dated: 11-03-2011, issued by the Special Deputy Commissioner, Bangalore) Situated at Doddakannahalli Village, Varthur Hobli, Bangalore East Taluk, Comes under the Jurisdiction of Bruhath Bangalore Mahanagara Palike (BBMP), Bangalore, measuring 2 Acres 19 Guntas and, 01 Gunats Karab, which is more fully described in the Schedule 'A' hereunder and hereinafter referred to as the "SCHEDULE 'A' PROPERTY".

AND WHEREAS, the Vendor No.1 viz. Sri. D. Lakshmaiah Reddy having acquired the same as per registered Partitioned Deed, vide Document No. 5962/1966-67 of Book - I, Dated:23-02-1967, Volume- 631, Pages-241 to

247, dated:23-02-1967, registered in the office of the Sub – Registrar, Bangalore South Taluk. And whereas the Katha of the Schedule ‘A’ Property is registered in the name of the Vendors and the Vendors have been paying taxes to concerned authorities.

AND WHEREAS the Vendors have entered into a Joint Development Agreement Dated: 28-06-2012 with **M/s. VISHWAM PROJECTS**, A Registered partnership firm having its registered office at Flat No. Penthouse1, Silveroak Apartment, 9th Cross, Badrappa Layout, Nagasettlihalli Ring Road, Bangalore- 560 094. Represented by its Partners: (1) MR. BILLURI VISHWANTHA REDDY (2) MR. GOTTAM NAGARJUNA REDDY (3) MR. M.SRINIVASA REDDY, (4) MR. T.VENKATA REDDY, registered vide Document No.1347/2012-13 of Book – I, Stored in CD No. INRD-39, Dated: 28.06.2012, registered in the office of the Sub – Registrar, Indiranagar, Bangalore, hereinafter for the sake of brevity referred to as the "DEVELOPER" and the Developer has formulated a scheme to develop the Schedule ‘A’ Property by constructing a residential row houses.

AND WHEREAS as per the above said scheme the Developer (the Second Party herein) has to construct a residential building as per the plan on the Schedule ‘A’ Property. And whereas, as per the said Joint Development Agreement, the Developer is entitled to 59% out of total constructed area and the Vendors are entitled for remaining 41 % of total constructed Area along with proportionate undivided share in the said property. Whereas, the Vendors have also executed General Power of Attorney in favour of the Developer for the sale of his share constructed area and proportionate undivided share in the land out of Schedule ‘A’ Property to various prospective Purchaser/s and the said General Power of Attorney is also registered as Document No.247/2012-13 of Book –IV, Stored in CD No. INRD-39, Dated:28-06-2012, registered in the office of the Sub – Registrar, Indiranagar, Bangalore.

AND WHEREAS, the Partners viz. M. Srinivasa Reddy and T. Venkata Reddy for their personal reasons they have retired from Partnership Deed dated 23/05/2012. and consequently the said continuing Partners and two others came to be included as partners vide Reconstitution of Partnership Deed 01/09/2012.

Under the terms of the said Reconstitution of Partnership deed dated 01/09/2012 Mr. B. Venkateshwar Reddy, M/s. Eternal Avenues and Infrastructures (P) Ltd, represented by its director Mr. B. C. Manohar Reddy, came to be nominated as managing Partners of the firm and thus authorized and empowered to act for and on behalf of all the partners for the said Firm, including the power to alienate the such immovable property/s standing in the name of the firm in favour of the third party/s.

Whereas accordingly the Developer have constructed Row Houses / Units on the Schedule ‘A’ Property by name **“Inside Out”** as per the plan sanctioned by the concerned authorities.

Whereas, the vendors and Developer have executed the Supplementary Agreement on 03/11/2012 for share of their Row houses / Units. AND WHEREAS, as per the terms of the Joint Development Agreement referred to above, followed by Supplementary Agreement, the **Row House / Unit bearing No.____**, has been allocated to the share of Developers/Builders/Confirming Party herein.

Whereas, the vendors/Developer has offered to sell the **Row House / Unit bearing No.____**, in Schedule 'A' Property and **Sq.ft of undivided** share of land in the Schedule 'A' Property, with **Two Back to Back** covered car parking space in basement floor which share is more fully set out in the Schedule 'B' Property written hereunder and hereinafter referred to as the SCHEDULE "B" PROPERTY along with **Sq.ft of built up area** in the Row House / Unit for a Total Sale consideration of **Rs._____-/(Rupees _____Only) Two Back to Back** Covered car parking space, Club house membership, BWSSB Deposit, KPTCL Deposit, VAT and Service Tax etc., and excluding Taxes, Stamp duty and registration fees, free from encumbrances. and the Purchaser has also agreed for the same.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

1. That in pursuance of the agreement, the Vendor/ Developer has agreed to sell and the purchaser/s has/have agreed to purchase the schedule B property for a Total sale consideration of **Rs._____-/(Rupees _____Only)** and have agreed to pay the said sale consideration in the following manner.

- (a) On Booking/Agreement 5,00,000/-
- (b) Sale Agreement within 15 Days of Booking (Minus 5,00,000/-) 15%
- (c) On Completion Of Foundation 20%
- (d) On Completion Of Ground Floor Slab 10%
- (e) On Completion Of First Floor Slab 10%
- (f) On Completion Of Second Floor Slab 10%
- (g) On Completion Of Block Work 10%
- (h) On Completion Of Plastering/Finishing 10%
- (i) On Completion Of Internal Electrical & Plumbing 5%
- (j) On Completion Of Flooring 5%

(k) 15 days before Registration 5%

Note:-

- Stamp Duty, Registration are payable at the time of registration of the unit, and property assessment and Katha to be paid as per actual.
- Maintenance Charges will be extra and intimated at the time of Registration.
- All payment to be in the name of "VISHWAM PROJECTS"

2. The PURCHASER has this day ____/____/2017 paid a sum of Rs._____/-(Rupees. _____Only) in the following manner;

- **A sum of Rs. _____/-(Rupees. _____Only) by way Of Cheque Bearing No._____, Dated._____/_____/2017, Drawn on _____, _____Branch, Bangalore.**
- **A sum of Rs. _____/-(Rupees. _____Only) by way Of Cheque Bearing No._____, Dated._____/_____/2017, Drawn on _____, _____Branch, Bangalore.**

Paid Before the undersigned witnesses; to the Vendor/Builder as advance sale consideration, the receipt of the entire advance sale consideration is acknowledged by the Vendor/Builder before the undersigned witnesses and the Purchaser/s undertakes to pay the aforesaid entire sale consideration in installments within the time stipulated in the manner referred to above. On the payment of the aforesaid amounts in full by the PURCHASER/S to the Vendor/Builder, the latter shall execute a Deed of Absolute Sale of conveyance to the PURCHASER/S duly conveying the aforesaid fraction of undivided share, right, title and interest in the Schedule A Property along with the flat in question. Time shall be the essence of this agreement.

a) If the Purchaser/s commits any default in the payment of any installments as aforesaid within 15 days from the date of issue of the notice for payment by the Vendor/Builder to the Purchaser/s and/or in observing and performing any terms and conditions of this agreement, the Vendor/Builder shall have a right to terminate this agreement and forfeit 10% of the entire contract amount agreed to be paid by the Purchaser/s irrespective of the advances paid by the Purchaser/s and the Vendor/Builder shall refund the balance amount, if any to the Purchaser/s and the Vendor/Builder thereafter shall have a right to allot and/or sell/construct/transfer the Schedule B Property to any other person or persons without any further reference to the Purchaser/s.

b) In the alternative and at the sole discretion of the Vendor/Builder, the Vendor/Builder may instead of the aforesaid forfeiture clause, charge interest at the rate of 2% per month for the delayed payments.

c) The Vendor/Builder shall under normal conditions complete the construction of the building and agree to hand over possession of the Schedule B Property on or before **30/07/2017**, with a grace period of Four months, however subject to availability of cement, steel and other essential items on construction and also subject to unforeseen events such as Acts of God, Earthquake, Floods, war or other local disturbances, changes in laws of the state, corporation or any other clauses beyond the control of the Vendor/Builder.

d) The Purchaser/s shall not interfere with the progress of construction etc., or object in any way regarding the manner of construction or do any act or things thereby having the effect to cause delay or stopping of the work.

e) Due to any circumstances if the Villa construction or completion work has been stopped due to any legal, financial issues from builder, The full refund of the amount paid thus far to Vishwam projects would be refunded. The builder shall refund entire amount received to the purchasers along with 10% of the total cost of contract towards damages and indemnify if any losses incurred and interest paid to the bank towards the amount received through the purchasers' bank loan.

3. The Vendor/Builder hereby covenants and assures the PURCHASER/S that the Vendor/Builder is the Absolute Owner of the Schedule B Property as referred to above and the same is free from all kinds of encumbrances, charges and mortgages whatsoever and the same is not the subject matter of any attachment or other legal proceedings before any Court of Law, Taxation or other

4. All the expenses relating to the Taxes, Stamp Duty, registration etc, anything levied by Government of India or State Government to be borne by purchaser/s till the possession of the villa\Unit is handed over to the purchaser.

5. The Purchaser/s shall not use the Row House or permit the same to be used for any purpose whatsoever other than as a private dwelling house or for any purpose which may or is likely in the opinion of the VENDOR/BUILDER and/or managing committee of the Association would cause nuisance or annoyance to occupiers of the other flats/garages in the said building or to the owners or occupiers of the neighboring properties and shall not use the garage for any other purpose except for keeping motor car.

6. It is hereby agreed that the name of the Residential Row Houses to be constructed on Schedule "A" Property is named as **"Inside Out"** and the Purchaser/s shall not seek for the change of name at any point of time.

7. It is hereby further agreed that the PURCHASER/S shall become the member of the Row House / Unit Owners Association to be constituted in accordance with the provisions of Karnataka Apartments Ownership Act 1972 and rules framed thereupon, after the Purchaser becomes the Owner of the flat in question. The PURCHASER/S shall execute such declarations, affidavits, undertakings and papers as may be required under the said act and other papers and documents required under the Electricity Board (K.P.T.C.L.) Bescom, Water Supply Board (B.W.S.S.B) Corporation and such other authorities.

8. It is hereby agreed by the PURCHASER/S that from the date the Row House / Unit is ready for occupation for which a notice has been received on him/her/them from the Vendor/Builder whether possession is taken by him/her/them or not he/she/they shall pay regularly every month on or before 5th day of each month to the Vendor/Builder until the formation of the Row Houses / Units Owners Association the proportionate share that may be decided by the VENDOR/DEVELOPER in all the out goings on general expenses in respect of the Property such as insurance, municipal taxes or other taxes or cesses, Electric and Water tax or charges or deposit in respect of meters, maintenance and management of the building, common light, sanitation, repairs, salary of watchman, sweepers, lift operators and maintenance charges and all other costs and expenses connected with the building.

9. It is hereby agreed that the Purchaser/s shall get the parking space allotted for additional cost for parking of light motor vehicle, which is included in the aforesaid sale consideration, failing which the PURCHASER/S his/her/their tenants, licensees of those who occupy the Row House / Unit through him/her/them or in trust for him/her/them will have no right to park the light motor vehicles in any part of the Schedule A Property.

10. The PURCHASER/S shall pay such deposit, costs, share association fee, deposit, cost of stamp papers, registration fee, legal fee and such other expenses as may be required for the formation of Association and the transfer of undivided share, right, title and interest in favor of the PURCHASER/S and other formalities of obtaining completion of Row House / Unit and handing over of the possession of the Row House / Unit herein agreed to be constructed for the PURCHASER/S.

11. It is specifically agreed between the Vendor/Builder and the PURCHASER/S that the PURCHASER/S shall be entitled only to the Schedule B Property agreed to be sold to him/her/them mentioned in Schedule B and in no way shall have interest or claims or any objection whatsoever for the use by the other owner of the Row Houses / Units, covered or uncovered parking space that has been specifically built, assigned, allotted, sold or disbursed off otherwise. The common amenities that has been stated in Schedule B should alone be used as common amenities along with other owners of the other flats and the PURCHASER/S shall not lay any claims on other owners of the other flats and

PURCHASER/S shall not lay any claims on other separate amenities provided specifically to other owners of the other flats.

12. Whereas all municipal taxes in respect of the schedule B property till the date of registration of the schedule B Property, shall be borne and paid by the Vendor/Builder. The expenses and deposits if any like electric services, connection charges, cost of transformer, Bescom deposit BWSSB deposit, generator and intercom deposits etc., whatever other than construction has to be paid by the Purchaser, which is included in the aforesaid sale consideration.

13. Whereas the Vendor/ Developer covenants with and assures the Purchaser/s that there is no manner of private or public or revenue claims, like property tax, valuation duties, etc., outstanding hitherto in respect of the Schedule B Property.

14. Whereas the VENDOR/DEVELOPER further covenants with the Purchaser/s and assures that they have absolute marketable title to the schedule B property and hereby undertake to indemnify the Purchaser/s from any defect of title, claims or liens from any one claiming through or under them.

15. Whereas the VENDOR/DEVELOPER has agreed to hand over the vacant possession of the schedule B property to the purchaser on the date of registration of the Deed of Sale.

SCHEDULE 'A' PROPERTY

All that piece and parcel of Property bearing Converted Sy. No.29/4, (Converted vide official memorandum bearing No. ALN(EVH) SR 314/2011-12, dated: 11-03-2011, issued by the Special Deputy Commissioner, Bangalore) Situated at Doddakannahalli Village, Varthur Hobli, Bangalore East Taluk, Comes under the Jurisdiction of Bruhath Bangalore Mahanagara Palike (BBMP), Bangalore, measuring 2 Acres 19 Guntas and 01 Gunats Karab, and bounded:

East by : Land in Sy. No.27,
West by : Land in Sy. No.29/2 and 3,
North by : Land in Sy. No.28,
South by : Border

SCHEDULE 'B' PROPERTY

Row House / Unit bearing No:_____, Constructed on the portion of the Schedule – A Property and described in the Schedule B Property Building known as **“Inside Out”** having a built up area of _____ **Sq.ft.** including one hall part between the external walls abutting the adjoining row houses and containing Four bed rooms, along with Terrace area, and Garden Area in Ground Floor, and **Two back to back** covered car parking space in

basement floor , together with _____ **Sq.ft** undivided share of the land comprised in Schedule “A” Property.

SCHEDULE 'C' PROPERTY

Specification and Amenities As Mentioned Below:-

Specification :

FLOORING : Living Room / Dining Room and Passages in Ground floor : Granite.

KITCHEN AND UTILITY : Vitrified Tiles.

MASTER BEDROOM : Wooden Flooring.

BALCONY : Ceramic Tiles.

TERRACE : Ceramic / Clay Tiles

TOILETS : Designer Toilets With Ceramic Tiles.

WALLS : ALL INTERIOR WALL & CEILINGS : Plastered, Smoothy finished and painted with premium quality plastic emulsion.

KITCHEN : 2ft height of ceramic tiles above granite counter top, rest of the walls with premium quality plastic emulsion.

EXTERIOR FACIA OF BUILDING: As per elevation.

DOORS : MAIN DOOR : Teak wood frame with paneled shutters (As per Architects specifications) with good quality hardware.

WINDOWS: Powder coated aluminum with good quality hardware.

VENTILATORS:Aluminum frame with glass louvers.

INTERNAL STAIRCASE: RCC Structural staircase with granite finish and SS Railing.

FIXTURES :

TOILETS : Master bedroom toilet Granite counter. Under counter wash basin with hot and cold water mixer and bottle trap. Bedroom with attached

toilets to have shower area and cockroach trap. Guest toilet to have Granite counter. Wash basin with hot and cold water mixed bottle trap shower area. EWC and wash basin of good quality ceramic ware. Health faucet and flush valve in all toilets. Good quality CP fittings of premium brand.

KITCHEN : Granit platform and stainless steel single bowl sink with a drain board.

ELECTRICAL : Best quality cables / wiring through PVC conduits concealed in walls and ceilings, Light, Fan, Exhaust, Calling bell, Telephone, TV and AC points in master bedroom.

AMENITIES :

- Air Conditioned Club House.
- Jogging Track.
- Swimming Pool.
- Tennis Court.
- Basket Ball Court
- Indoor Games.
- Library.
- Multipurpose Hall.
- Gymnasium.
- Children's Play Area.
- Business Center.
- 24 Hours Security.
- Rain Water Harvesting
- S T P

SCHEDULE -D

RESTRICTION ON THE RIGHT OF THE PURCHASER/S

The Purchaser so as to bind himself/herself/themselves, his/her/their success-in-interest, heirs, representatives and assigns with the consideration of promoting and protecting his/her/their rights and in consideration of the covenants of the Seller being binding in him/them and the owners of the other undivided interest in the Property described in the Schedule 'A' hereto agrees to be bound by the following terms and conditions;

- 1 . Not to raise any construction in addition to that mentioned in Schedule "B" above.
2. Not to use or permit the use of the construction referred to in Schedule "B" above in the manner, which would diminish the value of the utility in the property, described in the Schedule "A" above or any construction made thereon.

3. Not to use the space in the land described in Schedule A above left after the construction referred to in Schedule B above for parking any heavy vehicles or to use the same in any manner which might cause hindrance for the free ingress to or otherwise from any other part of the construction.

4. Not to default in the payment of any taxes or levies to be shared by the other Row House / Unit Owners of the property described in the Schedule A above or expenses to be shared by the Vendor/Builder of the constructions thereon of any specific part thereof provided such taxes or levies become livable from the date of his/her/their respective Row House / Unit is ready for occupation.

5. Not to decorate the exterior of the property to be constructed by the Developer for the Purchaser other than in the manner agreed to by at least two-third majority of owners of constructions in the land described under Schedule A above.

6. Not to make any arrangement for maintaining of the building referred to in Schedule B above and ensuring common amenities therein for the benefit of all concerned other than that agreed to by two third majority of all Row House / Unit owners.

7. The covered or uncovered parking lot for the respective owner will be used by them for parking their four wheelers or two wheelers.

8. The PURCHASER/S shall have no objection whatsoever for construction of covered/open car parking space for other Purchaser/s and such spaces shall always remain the property of the respective purchaser/s.

SCHEDULE – E

RIGHTS OF THE PURCHASER/S

1. Full rights and liberty for the PURCHASER/S in common with all other persons entitled, permitted or authorized to the like rights at all times of the day or night and for all purposes to go, pass and repass all open spaces, lobbies, parking spaces, terraces, staircases and passage inside and outside the building and constructions described in the Schedule hereto.

2. Full right and liberty to the PURCHASER/S in common with all other persons with or without motor cars or other permitted vehicles

at all times day and night and for all purposes to go and pass over the land appurtenant to the building constructed in the land described in the Schedule A above.

3. The right to subjacent and lateral support and shelter and protection from the other parts of the aforesaid building from the side and roof thereof.

4. The free and uninterrupted passage of running water, soil, gas and electricity from and to the construction through sewers, drain and water courses, cables, pipes and wires which now are, or may at any time hereinafter be in, under or passing through the building or any part thereof.

5. Right of passage for the PURCHASER/S and PURCHASER'S agents or workmen to the other part of the building at all reasonable times (on notice) to where the water tanks are situated for the purposes of cleaning or repairing or maintaining the same.

6. Right of passage for the PURCHASER/S or by his/her/their agent or workmen to the other parts of the building at all times (on notice) to enter into and upon other parts of the building for the purpose of repairing, cleaning, maintaining or renewing any such sewers, drains and water courses, cables, pipes and wires by causing as little disturbances as possible and for making good any damages caused.

7. To lay cables or wires through common walls or passages for telephone installations, howsoever respecting the equal right of the others thereof.

8. The rights for the PURCHASER/S servants, workmen and other at all reasonable times (on notice) to enter into and upon other parts of the said building for the purpose of repairing, maintaining, renewing, altering or rebuilding the construction referred to in Schedule B hereto or any part of the building giving subjection or lateral support shelter or protection to the construction thereof.

9. The right for mortgage/transfer right of the Property to any individual Bank, financial institution for raising funds, under the Karnataka Apartments Ownership Act.

10. Right to deal or any of the acts aforesaid without notice in the case of emergency.

11. Any dispute regarding any right of use space, way of entry or use of common premises, etc., shall be settled by the Association to be formed and pending formation of the Association by the OWNERS/VENDOR/DEVELOPER on the basis of majority of the votes of the other PURCHASER/S of the premises.

SCHEDULE – F

The PURCHASER/S in proportion of his/her/their share along with other Purchaser/s in the proportion of their shares, shall be deemed to have accepted the following conditions and to have contracted to bear the following expenses.

1. All the rates and outgoings payable if any in respect of the land described in the Schedule A hereto and the building thereon after registration of absolute sale deed and till the registration Vendor/Builder shall bear such expenses.
- The expenses of routine maintenance including painting white washing cleaning etc., and provision of the common services to the building as set out below:
 - Maintenance of pump sets and other machineries, sanitary and electrical lines, common to the building.
 - Payment of electrical and water charges for common Services.
 - Replacement of bulbs in corridors.
 - Maintenance of garden potted plants in the building.
 - Provision of (night) watchman, and Other security etc.,

Till such time as the formation of association the services mentioned in the above clause will be carried by the VENDOR/DEVELOPER Thereafter decisions taken by the majority of the PURCHASER/S (OWNERS) and the interpretations of this clause would be determined by decision of the majority of Flat PURCHASER/S (OWNERS) and repairs/maintenance work carried out against payment of such 11 sums as may be determined by them from time to time. Should a PURCHASER/S default payment due for any common expenses, benefits, or amenities the First Party or the Association of the Row House / Unit owners, shall have the right to decide and remove such common benefits or amenities including electricity and water connection from his/her/their enjoyment. If at any time development and/or any charges are levied or sought to be demanded and recovered by the Municipal Corporation of Bangalore City and/or any department of Government or any other public authority in respect of the said land and/or construction after completion of the building, and handing over the possession the same shall be borne and paid by all the Purchaser/s among themselves in proportion to the respective floor areas of such flats. However the Purchasers is/are not responsible for the said charges pertaining to the period earlier to handing over the possession of the flats.

SCHEDULE – G

The VENDOR/DEVELOPER hereby covenant with the PURCHASER/S as follows:

1. The VENDOR/DEVELOPER will require every person for whom they shall hereafter construct any constructions in the said building to covenant and to observe the restriction set forth in the Schedule above.
2. That the VENDOR/DEVELOPER and the assignees/claiming under, through or in trust for the VENDOR/DEVELOPER for the building or any part thereof will always respect the rights of the PURCHASER/S mentioned in this agreement and in the Schedule E herein particular.
3. The VENDOR/DEVELOPER in constructing any Row Houses/Units hereafter shall sincerely follow the covenants herein contained and shall not contract to confer any right reserved for the PURCHASER/S herein nor shall contract to exclude for the other PURCHASER/S any burden expressed to be shared by the PURCHASER/S herein.
4. The VENDOR/DEVELOPER shall give inspection of all the title, deeds relating to the property, retained with them at the request of the PURCHASER/S or his/her/their nominees at all reasonable times and hand over the same to the Row House / Unit owners Association on its formation.
5. The VENDOR/DEVELOPER shall provide required papers/documents (certified copy) at the request of the Purchasers for raising funds from any individual Banks, financial institutions etc.
6. PROVIDED further the VENDOR/DEVELOPER shall not be liable to set right any structural defects discovered after one year from the date of announcing the possession of the Row House / Unit and making it ready for the delivery to the PURCHASER/S.
7. PROVIDED always the VENDOR/DEVELOPER shall not be liable and the PURCHASER/S shall be liable for the charges for common amenities and charges for meter rent, electricity and water from the date of communication by the VENDOR/DEVELOPER to the PURCHASER/S of the readiness to handover possession of the property referred to in Schedule "B" above.
8. ANY delay or indulgence by the VENDOR/DEVELOPER enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s shall not be constructed as a waiver on the part of the VENDOR/DEVELOPER of any breach or non-compliance of any of the terms and conditions and covenants of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the right of the VENDOR/DEVELOPER and shall also fully and effectually discharge the VENDOR/DEVELOPER.

IN WITNESS WHEREOF both the parties have set their respective hands unto this agreement on the day, month and year first above mentioned.

WITNESSES:

1.

- SRI.B.VENKATESHWAR REDDY,

2.

- M/s. ETERNAL AVENUES AND
INFRACTRUCTURES (PVT) Ltd.,
Represented by its Director Sri. B.
C. MANOHAR REDDY,
M/s.VISHWAM PROJECTS,
(VENDORS)

- SRI.B.VENKATESHWAR REDDY,

- M/s. ETERNAL AVENUES AND
INFRACTRUCTURES (PVT) Ltd.,
Represented by its Director Sri. B.
C. MANOHAR REDDY,
M/s.VISHWAM PROJECTS,

(BUILDER/ DEVELOPER)

(1)

(2)

(PURCHASERS)