

## **AGREEMENT OF SALE CUM CONSTRUCTION**

**THIS AGREEMENT OF SALE cum CONSTRUCTION** is entered into on this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_ 2019 (XX-XXX-2019) at Bangalore.

### **BETWEEN:**

M/s A3 Developers, a Partnership Firm, having its Office at No. 37, M N KrishnaRao Park Road, Opp to Lalbagh West Gate, Basavanagudi, Bengaluru, represented by its partners Shri ANIL KUMAR DESHPANDE, Aged about 54 years, S/o Raghavendra Rao and Smt. ARCHANA ANIL DESHPANDE, Aged about 45 years, W/o Anil Kumar Deshpande, hereinafter referred to as the **“VENDORS/DEVELOPERS”**, (which term shall mean and include their successors, administrators, assigns) of the **FIRST PART, (PAN – ABOFA8924G)**

### **AND**

Shri. \_\_\_\_\_ aged about \_\_\_\_\_ years, S/o. Shri. \_\_\_\_\_ residing at \_\_\_\_\_ hereinafter referred to as the **“PURCHASER”**, (which term shall mean and include his/her/their heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART, ( PAN-----)**

**WHEREAS**, the VENDORS are the joint and absolute owners of immovable property bearing BBMP Khata No.112/24/5/254/2/166/24/5, situated at Jnanabharathi (Mallathalli), Papareddypalya, R.R.Nagar Ward No.129, Bengaluru, totally measuring 140 x 80 sq ft, which is more fully described in Schedule A given hereunder and hereinafter referred to as **SCHEDULE 'A' PROPERTY**.

**WHEREAS**, Khatha of the SCHEDULE 'A' PROPERTY stands in the names of the VENDORS herein and they have been paying municipal taxes and are in peaceful possession and enjoyment of the said property as absolute owners.

**WHEREAS,** the first of the VENDORS, Sri. Anil Kumar Deshpande purchased Site bearing No.2 formed in Sy.No.24/5, khata No.254, measuring East West 70 ft and North to South 80 feet, situated at Jnanabharathi (Mallathalli), Papareddypalya, R.R.Nagar Ward No.129, Bengaluru, from Sri.M.S.Arunachal S/o late M.N.Srikantaiah, under an Absolute Sale Deed dated 3-4-2000, registered as document No. 86/2000-2001 in the office of Sub Registrar, Bangalore North Taluk.

**WHEREAS,** pursuant to execution and registration of Absolute Sale Deed dated 3-4-2000, the first of VENDORS Sri. Anil Kumar Deshpande became absolute owner of said Site bearing No.2, khata No.254 and accordingly Pattanagere Nagara Sabhe, Bangalore issued khata extract dated 1-8-2001 in the name of Sri. Anil Kumar Deshpande in respect of said site.

**WHEREAS,** the second of the VENDORS, Smt. Archana Anil Deshpande purchased Site bearing No.1 formed in Sy.No.24/5, khata No.256, measuring East West 70 ft and North to South 80 feet, situated at Jnanabharathi (Mallathalli), Papareddypalya, R.R.Nagar Ward No.129, Bengaluru, from Sri.M.S.Arunachal S/o late M.N.Srikantaiah, under an Absolute Sale Deed dated 26-7-2001, registered as document No. 5572/2001-02 in the office of Sub Registrar, Bangalore North Taluk.

**WHEREAS,** pursuant to execution and registration of Absolute Sale Deed dated 26-7-2001, the second of VENDORS Smt. Archana Anil Deshpande became absolute owner of said Site bearing No.1, khata No.256 and accordingly Rajarajeshwari Nagara Sabhe, Bangalore issued khata extract dated 29-1-2003 in the name of Smt. Archana Anil Deshpande in respect of said site.

**WHEREAS,** the betterment charges are paid in respect of said Site bearing No.2, khata No.254 and also Site bearing No.1, khata No.256.

**WHEREAS**, the partition Deed dated 18-6-2010 is executed among legal heirs of said late M.N.Srikantaiah in respect of their family properties. The said Partition Deed is registered as document No.1412/2010-11, CD No.NGBD52 in the office of Sub Registrar, Nagarabavi, Bangalore.

**WHEREAS**, after said Sites bearing Nos. 1 & 2 came to territorial limits of Bruhath Bangalore Mahanagara Palike, the said authority issued khata certificates & khata extracts in the names of the first of VENDORS Sri. Anil Kumar Deshpande and the second of VENDORS Smt. Archana Anil Deshpande in respect of their respective sites.

**WHEREAS**, on application made by VENDORS, the Bruhath Bangalore Mahanagara Palike, has amalgamated both the properties bearing Site No.2, khata Nos. 112/24/5/254/2 & Site No.1 khata No. 166/24/5 and assigned khata No.112/24/5/254/2/166/24/5 to said property, totally measuring 140 x 80 sq ft i.e SCHEDULE 'A' PROPERTY.

**WHEREAS**, the Bruhath Bangalore Mahanagara Palike has issued KHATA CERTIFICATE and KHATA EXTRACT in the joint names of VENDORS in respect of SCHEDULE 'A' PROPERTY.

**WHEREAS**, on application made by VENDORS, the Bruhath Bangalore Mahanagara Palike has issued licence & sanctioned plan bearing LP No. 905/18-19 dated 23-3-2019 to construct residential apartment building consisting of Basement, Ground, First, Second and Third Floors on SCHEDULE 'A' PROPERTY.

**WHEREAS**, the Partnership Deed is executed between VENDORS for the purpose of carrying on business in the name and style of M/s. A3 DEVELOPERS.

**WHEREAS,** the VENDORS / DEVELOPERS , being joint & absolute owners of SCHEDULE 'A' PROPERTY, have decided to develop the same by constructing residential apartment building thereon.

**WHEREAS,** the VENDORS / DEVELOPERS have obtained licence & sanctioned plan bearing LP No. 905/18-19 dated 23-3-2019 from Bruhath Bangalore Mahanagara Palike to construct residential apartment building “**ATRI NEST**” consisting of Basement, Ground, First, Second and Third Floors on SCHEDULE 'A' PROPERTY.

**WHEREAS,** on application made by VENDORS, the Real Estate Regulatory Authority(RERA) Karnataka, has approved the project \_\_\_\_\_ dated xx-x-20xx.

**WHEREAS,** a scheme of ownership has been formulated whereunder a person interested in acquiring an apartment in the building to be constructed on schedule 'A' property shall agree to acquire a proportionate undivided share in the land and the same to be held as Co-owner along with such other persons owning the apartments.

**WHEREAS,** the PURCHASER/S has/have offered to purchase a proportionate undivided share, right, title and interest in the SCHEDULE 'A' PROPERTY from the VENDORS / DEVELOPERS so that the PURCHASER/S can get an apartment constructed with car parking space, through the VENDORS / DEVELOPERS in the project “ATRI NEST”

**WHEREAS,** the VENDORS / DEVELOPERS have agreed to sell to the PURCHASER/S and the PURCHASER/S has/have agreed to purchase a proportionate undivided share, right title and interest of the VENDORS / DEVELOPERS in the SCHEDULE 'A' PROPERTY which undivided share is more fully mentioned and described in the Schedule 'B' hereunder written, which

for the sake of brevity shall hereinafter be referred to as "SCHEDULE 'B' PROPERTY".

WHEREAS the PURCHASER/S has/have requested the VENDORS / DEVELOPERS to build an apartment in the said complex and in accordance with the sanctioned plan.

WHEREAS, the VENDORS / DEVELOPERS have accepted to construct and sell an Apartment bearing No \_\_\_\_\_ on the \_\_\_\_\_ more particularly mentioned and described in the schedule 'C' hereunder written, which for the sake of brevity shall hereinafter be referred to as "SCHEDULE 'C' PROPERTY", in accordance with the sanctioned plan and on the terms, conditions and specification contained hereunder.

WHEREAS, the VENDORS / DEVELOPERS will also construct the other apartments for other intending PURCHASERS of proportionate undivided shares in SCHEDULE 'A' PROPERTY.

WHEREAS the VENDORS / DEVELOPERS and the PURCHASER/S have mutually agreed to the following terms and conditions:

NOW IN CONSIDERATION of the premises hereinbefore recited and in further consideration of the advantages and obligations accruing to and undertaken by the parties hereto respectively, this agreement witnesseth as follows:-

1. The VENDORS / DEVELOPERS shall build, construct and complete and sell and the PURCHASER/S shall buy the SCHEDULE "B' and the SCHEDULE 'C' PROPERTY for a total consideration of Rs. /- (Rupees \_\_\_\_\_ only) as shown below:

- a) Cost of land Rs. /-
- b) Cost of construction Rs. /-
- c) Cost of car park space Rs. /-

d) Cost of KPTCL,BWSSB, STP & Other Amenities Rs.       /-

2 (i) The PURCHASER/S has/have paid a sum of Rs. /- ( Rupees       Only) as under:

by cheque no.       dated   for Rs.   /- through       ,       Branch  
to the VENDORS / DEVELOPERS as advance and the VENDORS /  
DEVELOPERS hereby acknowledges the receipt of the same.

(ii) It is agreed between the parties that the balance consideration together with other charges, Goods & Service Tax shall be paid by the Purchaser to the VENDORS /DEVELOPERS, as per the Schedule of payment as shown in detail in ANNEXURE-A.

(iii) All payments as per ANNEXURE-A shall be made by the PURCHASER/S to the VENDORS / DEVELOPERS without there being any necessity of any demand letter as and when it is due. In the event of delay/default by the PURCHASER/S to pay the cost of flat, taxes and other expenses as per ANNEXURE-A, the VENDORS / DEVELOPERS shall be entitled to terminate the Agreement by issuing a notice to the PURCHASER/S to pay the defaulted amount with interest at 18% per annum and if the PURCHASER/S fail to pay the same within a period of one month from the date of the said notice, this Agreement shall be deemed to have been terminated after forfeiture of the amount mentioned elsewhere in this Agreement.

3. The VENDORS / DEVELOPERS do hereby covenant with the PURCHASER/S that the VENDORS / DEVELOPERS have good and perfect right, title and interest to convey the said undivided share hereby agreed to be sold, conveyed and transferred to the PURCHASER/S in the manner herein provided.

4. The PURCHASER/S has/have got the documents of title pertaining to the SCHEDULE 'A' PROPERTY inspected and scrutinized and is satisfied about the

title of the VENDORS / DEVELOPERS to the SCHEDULE 'A' PROPERTY and as such shall not be entitled for further requisition of documents thereto.

5. The VENDORS / DEVELOPERS and do hereby covenant with the PURCHASER/S that the PURCHASER/S shall after the final deed of sale contemplated herein to be executed has been executed and registered, peacefully and quietly enter into possession and enjoyment, the SCHEDULE 'B' and SCHEDULE 'C' PROPERTY without any let, hindrance, interruption or disturbance by or from the VENDORS / DEVELOPERS or any person or persons claiming through or under or in trust for them.

6. The VENDORS / DEVELOPERS do hereby declare that all the taxes, land revenues, and other rates payable in respect of the SCHEDULE 'A' PROPERTY up to the date of sale will be duly and fully paid by the VENDORS / DEVELOPERS.

7. The VENDORS / DEVELOPERS do hereby covenant with the PURCHASER/S that they shall execute and register the final Deed of Sale pursuant to this agreement at the expense of the PURCHASER/S after the PURCHASER/S has/have paid all dues to the VENDORS / DEVELOPERS and also after fulfillment of all the terms and conditions contained herein. .

8. The PURCHASER/S hereby covenants with the VENDORS / DEVELOPERS that the PURCHASER/S shall be unconditionally and absolutely bound by all rules, regulations, obligations, duties and responsibilities as may be prescribed, from time to time, by the VENDORS / DEVELOPERS in the interest of Purchasers/ Owners/ Residents of the units/flats built/to be built in the -----  
----- project or of the Association of Owners which may be formed in whatever form or name in future by/for the flats built/to be built in the project-----.  
Until such detailed rules, regulations etc., are framed by the VENDORS / DEVELOPERS or such association is formed and rules and regulations are

framed by such an association, the PURCHASER/S shall be bound by the covenants contained in SCHEDULE 'D'.

9. The PURCHASER/S shall not question the sale price that will be settled between the VENDORS / DEVELOPERS and other PURCHASER/S and of undivided share, right, title and interest in the SCHEDULE 'A' PROPERTY and other apartments thereon.

10. The cost of the stamp duty for the execution of the Sale Deed, its registration charges, legal expenses and all other incidental expenses connected thereto shall be borne by the PURCHASER/S.

11. The VENDORS / DEVELOPERS have agreed to deliver vacant possession of SCHEDULE 'C' PROPERTY to the PURCHASER/S at the time of the execution of the sale deed or on completion and construction of the apartment in all respects whichever is later.

12. In case the PURCHASER/S require/s the VENDORS / DEVELOPERS to carry out any additions or alteration work within the SCHEDULE 'C' PROPERTY and such alterations being subject to technical feasibility, the PURCHASER/S shall pay for the same separately as per the VENDORS / DEVELOPERS estimate or bill. The PURCHASER/S shall not be entitled to get any such work done through third party without the specific consent of the DEVELOPER.

13. The BESCOM deposit/charges and transformer charges, line extension charges and water connection charges of municipal authorities, BWSSB charges, drainage connection charges or any other levies, taxes and charges payable to any government or other statutory authority shall be paid by the PURCHASER/S to the VENDORS / DEVELOPERS



14. The PURCHASER/S shall also be liable to pay the VENDORS / DEVELOPERS, GST and incidental charges etc. as per the rates applicable from time to time.

15. In his/her their own interest, the PURCHASER/S shall make his/her their own arrangement to verify the stage/progress of the construction and also to periodically inspect the site and to note the progress and the compliance by the VENDORS / DEVELOPERS of the specification of the work and bring to the knowledge of the VENDORS / DEVELOPERS or their Engineer at site, the details of any unsatisfactory work. However, the PURCHASER/S is /are not empowered to stop the construction work or to seek change of the specifications of the work for any reason whatsoever.

16. The VENDORS / DEVELOPERS herein shall have the sole right of ownership with possession of the entire terrace of the residential building to be constructed on the SCHEDULE 'A' PROPERTY and no PURCHASER/S or occupants of apartments shall have the right to claim ownership right or use the terrace area in any manner whatsoever. The VENDORS / DEVELOPERS shall be entitled to any TDR or any premium F.A.R that may accrue or arise out of the proposed construction on the SCHEDULE 'A' PROPERTY. The VENDORS / DEVELOPERS shall also be entitled to carry out further construction on the terrace area, if and when carried out by the VENDORS / DEVELOPERS shall be solely owned by the VENDORS / DEVELOPERS who shall have the right to deal with the same in any manner as the VENDORS / DEVELOPERS deems fit and proper.

17. In case the VENDORS / DEVELOPERS fail to complete the construction of the apartment building and execute the Sale Deed conveying SCHEDULE 'B' & 'C' PROPERTY to the PURCHASER/S in spite of the PURCHASER/S making payment as agreed on or before the agreed date of completion with a further grace period of six months, the PURCHASER/S shall be entitled to:

(a) issue written notice to the VENDORS / DEVELOPERS to complete the construction and to execute the Sale Deed conveying SCHEDULE 'B' & 'C' PROPERTY and deliver vacant possession thereof within 30 days of the receipt of such notice and

(b) in case of default of the VENDORS / DEVELOPERS to comply, to claim such compliance through process of law, and claim monthly rental calculated @ Rs.20/- per sq.ft on the super built-up area of the flat they have purchased from the VENDORS / DEVELOPERS for the delayed period.

(c). Any delay or indulgence by the VENDORS / DEVELOPERS 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.

18. That the address of the parties shall be as stated in this agreement and all communication letters or correspondence sent by certificate of posting/courier to the said address shall be construed as valid communication/notice. Any change in the address shall be intimated in writing.

19. The specifications and amenities and general features of SCHEDULE 'C' PROPERTY shall be as per ANNEXURE 'B' to this agreement. The floor plan of the SCHEDULE 'C' PROPERTY is attached to this agreement as ANNEXURE 'C'.

20. The PURCHASER/S do hereby covenant with the VENDORS / DEVELOPERS that the PURCHASER/S will own and enjoy the undivided proportionate share and interest hereunder agreed to be sold and conveyed in common with the other PURCHASER/S of the undivided proportionate share,

right, title and interest in the land comprised in SCHEDULE 'A' PROPERTY and shall not ask for separate partition or possession of the same.

21. The VENDORS/DEVELOPER shall construct SCHEDULE 'C' PROPERTY as per the sanctioned plan with minor deviation permissible.

22. The VENDORS / DEVELOPERS shall under normal conditions complete the construction of the building and agree to hand over physical possession of the SCHEDULE 'C' PROPERTY on or before **30-06-2022** (subject to para 16 above) completed in all respects, time being the essence of the contract, subject to force-majeure unforeseen events, Act of God, earth quake, floods, war or other local disturbances, changes in laws of the state, corporation or any other causes or events beyond the control of the VENDORS / DEVELOPERS and also the receipt of electricity, water and sanitary connections from the respective departments.

23. The VENDORS / DEVELOPERS shall permit the PURCHASER/S to have access at reasonable times to the works while under construction to inspect the same.

24. The VENDORS / DEVELOPERS will be entitled if necessary to deviate in a minor way from the said plan and specifications without obtaining the permission in writing of the PURCHASER/S, provided in doing so, the interest of the PURCHASER/S shall not be adversely affected.

25. The PURCHASER/S hereby covenant and assure the VENDORS / DEVELOPERS that the PURCHASER/S shall become members of the Association to be formed under the Act in force as and when called upon by the VENDORS / DEVELOPERS and shall observe and perform the terms and conditions and bye-laws rules and regulations of the association. The said association will maintain the common amenities, pay the common expenses, look

after the welfare, maintenance and repairs etc. The Purchaser agrees to pay his proportionate monthly maintenance expenses to the Association to be formed. The VENDORS / DEVELOPERS or their duly appointed nominees will maintain the common facilities for the first year and subsequent years until the association is formed, on such terms as may be prescribed by the VENDORS / DEVELOPERS from time to time.

26. It is hereby agreed by the PURCHASER/S that from the date the apartment is ready for occupation for which a notice has been received by him from the VENDORS / DEVELOPERS, whether possession of the same is taken by him or not, he shall pay regularly advance for a minimum of six months of the proportionate share that may be decided by the VENDORS / DEVELOPERS in all the outgoings and general expenses in respect of the property such as insurance, Municipal expenses, taxes and charges or other taxes or cess, electrical and water charges or deposit in respect of maintenance charges and all other costs and expenses connected with the building.

27. The VENDORS / DEVELOPERS shall not be responsible for any defect in the building noticed after a period of six months from the date of handing physical possession to the PURCHASER/S. Small hair cracks in plaster masonry, doors and windows shall not be treated as defects.

28. The PURCHASER/S shall be entitled to sub-let, transfer or convey the rights under this agreement to any person or person after payment of all the money due under this agreement and other dues of whatsoever nature to the VENDORS / DEVELOPERS after paying the necessary fee leviable by the VENDORS / DEVELOPERS.

29. The PURCHASER/S have verified the sanctioned building plan specifications as well as Architectural and structural drawings and have inspected the building in progress and are fully satisfied about the same.

30. It is further agreed between the parties that the VENDORS / DEVELOPERS shall have absolute power to construct other apartments on schedule 'A' property on behalf of the owners of the SCHEDULE 'A' PROPERTY or otherwise on such terms and conditions at their absolute discretion; however the VENDORS / DEVELOPERS shall not deviate in any manner from the sanctioned building plan subject to change approved by the concerned authorities by paying the compounding fees or fines and such other charges as may be necessary for the purpose of having the additional built up area regularized by the Bangalore Mahanagara Palike or such other authorities having jurisdiction in this regard. The VENDORS / DEVELOPERS is are entitled to apply for modification of the building plan so long as there is no substantial change in the SCHEDULE 'C' PROPERTY. Consequently if there is any change in the undivided interest in the land falling to VENDORS / DEVELOPERS, the portion of the Purchaser specified in the SCHEDULE 'B' PROPERTY, the VENDORS / DEVELOPERS are entitled to make such change. However, there will not be any change in the consideration payable for SCHEDULE 'B' & 'C' PROPERTY.

31. The apartment building to be constructed on SCHEDULE 'A' PROPERTY shall always be known and called as **"ATRI NEST"**.

32. In respect of any dispute arising between the parties relating to this agreement in any matter whatsoever, the same shall be settled in accordance with the provisions of the Indian Arbitration Act, 1996 and the statutory modifications thereof and the jurisdiction shall be at Bangalore and the parties are also at liberty to invoke the provisions of specific relief act or other remedies available in law.

33(i) In the event of default on the part of the PURCHASER/S, to comply with the terms of this agreement, the VENDORS / DEVELOPERS shall be entitled to rescind this agreement in which case the VENDORS / DEVELOPERS shall

return the advance paid under this agreement after deducting 20% of the total sale consideration as damages. The VENDORS / DEVELOPERS thereafter shall be entitled to deal with the SCHEDULE 'B' & 'C' PROPERTY in any manner at their absolute discretion.

(ii) THE PURCHASER/S, with the prior consent in writing of the VENDORS / DEVELOPERS, shall be entitled to transfer or assign or convey his/her right, title & interest under this Agreement to any other person or persons upon payment of a transfer fee of Rs 100/-(Rupees One hundred Only) per sq.ft., of saleable area of the said flat, plus applicable taxes.

34. All notice(s) to be served on the PURCHASER/S as contemplated under this agreement shall be deemed to have been served duly after being sent to the PURCHASER/S by prepaid post under certificate of posting at his address given above.

35. It is hereby agreed that the VENDORS / DEVELOPERS shall be entitled to retain the undivided portion of land not sold together with the terrace rights and to deal with it in any manner at their absolute discretion.

36. The Purchaser and the VENDORS / DEVELOPERS have agreed to be bound by further covenants detailed in SCHEDULE 'D' annexed forming part of this agreement.

#### **SCHEDULE 'A' PROPERTY**

All that piece and parcel of site bearing BBMP Khata No.112/24/5/254/2/166/24/5, Jnanabharathi (Mallathalli), Papareddypalya, R.R.Nagar Ward No.129, Bangalore, totally measuring 140 x 80 sq ft and bounded on:

East by : 30 ft Road  
West by : Srigandakaval Border  
North by : Private Property  
South by : 30 ft Road

### **SCHEDULE `B' PROPERTY**

Proportionate undivided share, right, title and interest in the land comprised in Schedule A, measuring ----- sq ft of the land.

### **SCHEDULE –C**

Apartment No.            on the            of apartment building in the project known as “**ATRI NEST**” measuring -----Sq.ft., of Carpet area, ----- Sq ft of super built up area, & ----- Sq.ft., of built up area with one covered car parking space in the basement.

### **SCHEDULE—D**

#### **(A) RIGHTS OF THE PURCHASER/S**

- I. Full rights and liberty for each owner of the flats and all persons authorized or permitted by the other owners of the flats (in common with all their 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 buildings constructed on the land described in Schedule – A.
2. The right to adjacent and lateral support and shelter and protection from the other parts of the aforesaid buildings and roof thereof.
3. Free and uninterrupted passage of running water, soil, gas, electricity from and to the construction through the sewers, drain and watercourses, cables, pipes and spares at any time hereinafter passing through the building or any other part thereof.

4. Right to passage for each owner of the 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.

5. Right to passage for each owner of an apartment and other owners 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. To lay cables or wires through common walls or passages for telephone installations, however, respecting the equal rights of others therefor.

7. The right for the owners of apartment, servants, workmen and others at all reasonable times on notice to enter into or upon other parts of the building for the purpose of repairing, maintaining, renewing, the construction referred to in Schedule-C above or any part of the building giving subjacent and lateral support, shelter or protection to the construction therefor.

**B. OBLIGATIONS OF THE PURCHASER/S.**

The PURCHASER/S in proportion to the share along with other purchasers in proportion to their shares has/have accepted the following conditions and have contracted to bear the following common expenses:

1. The PURCHASER/S shall duly pay the proportionate share of costs and expenses as mentioned below from the date of permanent power supply.



- a) Proportionate share of costs and expenses including the deposits payable to BESCOM, BWSSB towards the electrical, water and sanitary connections, service charges, proportionate cost of captive power utilized for the generator, other taxes, levies, property tax, expenses incurred for property tax assessment etc., in respect of the undivided interest and the SCHEDULE 'C' PROPERTY.
- b) 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 multistoried residential apartment complex.
- c) Upkeep and insurance of lifts, Pump sets and other machineries and equipments, sanitary and electrical lines common to the building.
- d) Payment of the electrical and water charge for common services.
- e) Replacement of bulbs and electrical fittings in corridors and common passages and lobbies.
- f) Provisions of watchmen, lift-operators, pump-operators 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 VENDORS / DEVELOPERS and thereafter, the decision taken by the majority of the PURCHASER/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.
- g) The PURCHASER/S agrees that the PURCHASER/S shall pay regularly without default the maintenance charges as raised by the VENDORS / DEVELOPERS or the Association of Owners/Residents of ----- upon its

formation or any agency that may be appointed for the purpose of maintenance of ----- and such maintenance charges shall include all the amounts payable with regard to the, common interest, including repairs, common maintenance and maintenance of common amenities and facilities, Recreation Centre areas and the amenities and facilities therein etc., of the Building and to maintain the internal roads, compound walls and other common areas. The VENDORS / DEVELOPERS shall have the right to discontinue the Maintenance Services in case of non-payment/default by the PURCHASER/S or other apartment Owners. The VENDORS / DEVELOPERS or its appointees have the absolute discretion to terminate the maintenance of the building on the completion of one year and hand it over to the Apartment owners Association.

h) The PURCHASER/S shall not cover the balcony with glass or aluminum grills which affects the elevation and facade of the building.

i) The PURCHASER/S shall observe and perform all the rules and regulations / bye – laws that may be framed by the VENDORS / DEVELOPERS or the Association when formed, from time to time.

2. If the PURCHASER/S default in making payments due for any common expenses, benefits or amenities, or violate any of the aforesaid terms and conditions the VENDORS / DEVELOPERS or their duly appointed nominees or the Association of persons when VENDORS / DEVELOPERS formed shall have the right to discontinue such common benefits or amenities, facilities, services including electricity and water connection provided for the Purchaser's enjoyment.

3. No individual PURCHASER/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.

4 The PURCHASER/S shall maintain at PURCHASER/S cost the said apartment and parking space/garden area in good condition, state and order and shall abide by all the laws and regulations of the Government, Corporation of the City of Bangalore, Bangalore Development Authority, City Municipal Council and any other duly constituted 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 set out herein.

5. The PURCHASER/S shall use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in the apartment building in common with the other Apartment Owners 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 Owners the cost of maintaining and repairing all common amenities such as common accesses, lifts generator, etc., and to use the same as aforesaid and/or in accordance with the terms and conditions to be stipulated by the VENDORS / DEVELOPERS or the Rules, Regulations, Bye-Laws and terms of the Association when formed by or among the Apartments Owners in the building.

6. The PURCHASER/S hereto hereby undertakes to become a member of the Association/Society when formed by all the apartment owners 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 will also be responsible for taking the necessary steps and

precautions to ensure safety of the common amenities and facilities including the provision of fire fighting equipment etc.

7. The PURCHASER/S hereby also undertakes to execute and register a deed of declaration as required to be made under the provisions of the Karnataka Apartment Ownership Act, 1972 along with the other apartment owners.

8. The PURCHASER/S shall permit the VENDORS / DEVELOPERS and/or the Owners Association with or without workmen at all reasonable times to enter into and upon the Apartment/Parking Space/Garden 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 Apartment/Parking space/Garden or other common areas of the building or to the occupiers of such Apartment/Parking Space/Garden as the case may be who have defaulted in paying the share of the water, electricity and other charges.

#### **C. RESTRICTIONS ON THE RIGHTS OF THE PURCHASER/S:**

Each owner of the apartment, so as to bind himself/herself to his/her successors, executors, administrators, legal representatives and assignees with the intention of promoting and protecting his rights and interests as the OWNER of the construction referred to in the SCHEDULE C above and in consideration of

covenant of each owner of the apartment shall be binding on the other owners of the buildings and the constructions thereon hereby 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 - A above or in any construction made thereof.
3. Not to use the space in the land described in Schedule A above left upon after the construction 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 to be shared by the other joint owners of the property described in SCHEDULE B and C above or expenses to be shared by all the owners of the apartment constructed thereon or any specified part thereof.
5. Not to decorate the exterior of the SCHEDULE C Apartment otherwise than in a manner agreed to by the other owners of the apartments in the residential apartment building.
6. The parking space allotted to the purchasers of the apartments shall not be used for any purpose other than for parking their vehicles only within the earmarked parking space without encroaching the common drive way in the basement – ground level.

7) Not to seek change of name of the proposed residential apartment complex known as “**ATRI NEST**” on the SCHEDULE ‘A’ PROPERTY.

IN WITNESS WHEREOF THE PARTIES HERETO AFFIX THEIR SIGNATURES TO THIS AGREEMENT ON THE DAY, MONTH AND YEAR HEREIN ABOVE FIRST MENTIONED.

**WITNESSES:**

**For M/s. A3 DEVELOPERS**

1)

\_\_\_\_\_  
**ANIL KUMAR DESHPANDE**

\_\_\_\_\_  
**ARCHANA ANIL DESHPANDE**

**PARTNERS  
VENDOR/DEVELOPER**

2)

\_\_\_\_\_  
**SRI/SMT. \_\_\_\_\_  
PURCHASER**

**Annexure “A”**

**Payment Schedule**

The cost of the construction for the schedule ‘C’ property is fixed at **Rs. XX, XX, XXX/(Rupees \_\_\_\_\_ Only)** and Second Party has agreed to follow the below mentioned payment schedule.

**PAYMENT SCHEDULE:**

SI No.	Particulars	Amount (Rs)
1	Advance for Foundation & Plinth	
2	Basement Floor Slab	
3	Ground Floor Slab	
4	1st Floor Slab	
5	2nd Floor Slab	
6	3rd Floor Slab	
7	Electrical & Plumbing	
8	Flooring	
9	Finishing	
Handing over of the Flat – 50,000/-.		

**Note:**

1. Out of total receivable amount of **XX,XX,XXX/(Rupees \_\_\_\_\_ Only)**, an amount of **Rs X,XX,XXX (Rupees \_\_\_\_\_ Only)** has been earmarked towards payment of Statutory deposits to avail services from BESCOM & BWSSB.
2. Construction agreement value is inclusive of applicable GST.
3. The difference amount if any & any Other Statutory charges as enforced by the relevant authorities during the pendency of the project shall be collected with the last installment at the time of handing over the possession based on the then prevailing guideline.