

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE IS EXECUTED ON THIS THE *** DAY OF ***** TWO THOUSAND AND NINETEEN (****/****/2019) AT BANGALORE.**

BY AND BETWEEN

- 1. MR. ROY MICHAEL LOBO** (*also known as* MICHAEL ANTHONY JOSEPH ROY LOBO), (PAN : AARPL3637P), major in age, son of Mr. Joseph Lobo & Mrs Myrtle Lobo, presently residing at 32A, St. Paul's Road, Bandra, Mumbai- 400050;
 - 1a. Ms. PETRA M. JHA** (PAN : Applied for), major in age, daughter of Mr. Roy Michael Lobo also known as Michael Anthony Joseph Roy Lobo, represented by her father and Power of Attorney holder, Mr. Roy Michael Lobo; presently residing at 32A, St. Paul's Road, Bandra, Mumbai- 400050;
 - 1b. Ms. SHIANTE P. PEREIRA** (PAN : ACBPL3676J), major in age, daughter of Mr. Roy Michael Lobo also known as Michael Anthony Joseph Roy Lobo, represented by her father and Power of Attorney holder, Mr. Roy Michael Lobo; presently residing at 32A, St. Paul's Road, Bandra, Mumbai- 400050;
 - 1c. MR. DYLAN J. LOBO** (PAN : ABWPL3290Q), major in age, son of Mr. Roy Michael Lobo also known as Michael Anthony Joseph Roy Lobo, represented by his father and Power of Attorney holder, Mr. Roy Michael Lobo; presently residing at 32A, St. Paul's Road, Bandra, Mumbai- 400050;
- Parties No. 1), 1)a), 1)b) & 1)c) hereinafter collectively called as the **'Party No. 1 of the Owners'**
- 2. MR. RONALD MAXWELL LOBO** (*also known as* R.M LOBO), (PAN : ABIPL5862C), major in age, son of Mr. Joseph Lobo & Mrs. Myrtle Lobo, presently residing at No.5, North Road, Thomas Town, Bangalore-560084;
 - 3. MRS. DAPHNE RITA CARVALHO** (PAN : AALPC6947R), major in age, wife of Mr. Clarence Paul Carvalho and daughter of Mr. Joseph Lobo & Mrs. Myrtle Lobo, presently residing at No. 20, Viviani Road, Richards Town, Bangalore - 560 005;

- 3a. MR. CLARENCE PAUL CARVALHO** (PAN : AALPC6949B), major in age, son of Mr. Patrick Carvalho, presently residing at No. 20/1, Viviani Road, Richards Town, Bangalore - 560 005;
- 3b. MRS. NERINE LUDOMILLA CARVALHO** (*also known as* NERINE LUDOMILLA ABREO), (PAN : AAJPC6767F), major in age, daughter of Mr. Clarence Paul Carvalho and Mrs. Daphne Rita Carvalho, presently residing at No.31, Hutchins Road, 3rd Cross, St. Thomas Town, Bangalore-560084 represented by her mother and Power of Attorney holder, **Mrs. Daphne Rita Carvalho**;
- 3c. MRS. ELZA MARIAN CARVALHO** (*also known as* Mrs. ELZA MARIAN D'SOUZA), (PAN : AEPPC8853G), major in age, daughter of Mr. Clarence Paul Carvalho and Mrs. Daphne Rita Carvalho, presently residing at No. 404, Dev Kiran Apartments, 10 Clarke Road, Richards Town, Bangalore - 560 084;

- Parties No. 2), 3), 3)a), 3)b) & 3)c) hereinafter collectively called as the **'Party No. 2 of the Owners'**;

- Parties No. 1), 1)a), 1)b), 1)c), 2), 3), 3)a), 3)b), & 3)c) herein represented by their Power of Attorney holder, **M/s. Sindhuri Infra Projects**, a registered Partnership firm having its Office at No.1, Green Garden Layout, Kundalahalli Gate, Marathahalli, Bangalore-560 037, under a Power of Attorney dated 03/10/2017 registered on 06/10/2017 as Document No. MDP-4-00273-2017-18 and stored in CD No. MDPD216, in the office of the Sub Registrar, Mahadevapura, Bangalore, hereinafter collectively referred to as the **'OWNERS'/ 'VENDORS'**, which expression shall, wherever the context so requires or admits mean and include their respective heirs, executors, administrators, legal representatives and assigns, on the **'FIRST PART'**;

AND

M/s. SINDHURI INFRA PROJECTS, a registered Partnership firm having its Office at No.1, Green Garden Layout, Kundalahalli Gate, Marathahalli, Bangalore-560 037, (having Registration number: 1882382 and PAN : ACSFS5327E) consisting of Mr. Vetsa Srinivas and Mr. M. Anil Kumar Reddy as its Partners, acting through and represented herein by its Partners, (1) Mr. Vetsa Srinivas, major in age, son of Sri. V. Gowri Sankararao, presently residing at H. No. 7, 22nd

Cross, Kaggadasapura, Bangalore, and (2) Mr. M. Anil Kumar Reddy, major in age, son of Sri. M. Pitchi Reddy, presently residing at H. No. 8, Arcons Manipura, 22nd Cross, Kaggadasapura, Bangalore; hereinafter referred to as the “**DEVELOPER**”, which expression shall, wherever the context so requires or admits mean and include, besides the Firm and its partners for the time being constituted and its/each of their respective heirs, executors, attorneys holding power, administrators, successor-in-title, legal representatives and assigns, on the ‘SECOND PART’;

AND

Mr./Ms. *****, aged about **** years, son/wife/daughter of Mr. *****, presently residing at ***** and hereinafter referred to as the ‘**PURCHASER/S**’, which expression shall, wherever the context so requires or admits, mean and include his/her/their legal heirs, successors, assigns, representatives, administrators or any one claiming through or under him/her/them, on the ‘THIRD PART’;

WITNESSETH AS FOLLOWS:

- A) **WHEREAS** originally Mr. Joseph Lobo and his wife Mrs. Maria Antonetta Myrtle Lobo (also known as Mrs. Myrtle Lobo), who are the parents of Party No. 1, 2 and 3 of the Owners herein had purchased the Schedule ‘A’ Property from Mrs. Florence Mann and Miss. Florence Agnes Daphne Mann under a Deed of Sale dated 18th October 1958 and the Schedule ‘A’ Property although purchased by the parents of the Party No. 1, 2 and 3 of the Owners herein only and the name of Party No. 1 of the Owners herein nominally put in the said deed, which sale deed was registered as Document No. 1776, Book I, Vol. 994, Pages 201- 205, in the Office of the Sub Registrar, Civil Station, Bangalore;
- B) **WHEREAS** the said Mr. Joseph Lobo died testate on the 11th May 1977, leaving behind his Last Will and Testament dated 12th February, 1973 bequeathing his half share in the Schedule ‘A’ Property to and in favour of his wife Mrs. Maria Antonetta Myrtle Lobo (also known as Mrs. Myrtle Lobo). The said Mrs. Maria Antonetta Myrtle Lobo (also known as Mrs. Myrtle Lobo) died testate on the 5th December 2007 leaving behind her Last Will and Testament dated 18th December, 1986, the said Last Will and Testament was duly Probated in the High Court of Karnataka at Bangalore as per Probate Order dated 4th June, 2010 passed in Probate Civil Petition No. 5/2010. Under the said Last Will

and Testament she had bequeathed the Schedule 'A' Property to her two sons Mr. Michael Anthony Joseph Roy Lobo, (also known as Roy Michael Lobo) and Mr. Ronald Maxwell Lobo (also known as R. M. Lobo), the Party No. 1 and 2 of the Owners herein in equal shares;

- C) **WHEREAS** in this manner, Mr. Michael Anthony Joseph Roy Lobo, (also known as Roy Michael Lobo) and Mr. Ronald Maxwell Lobo (also known as R. M. Lobo), the Party No. 1 and 2 of the Owners herein became the equal joint and absolute owners of the Schedule 'A' Property and are in absolute possession and uninterrupted enjoyment as co-owners or joint owners of the Schedule 'A' Property;
- D) **WHEREAS** by a Deed of Gift dated 25th March 2013 executed by Mr. Ronald Maxwell Lobo (also known as R. M. Lobo), the Party No. 2 of the Owners herein in favour of his sister Mrs. Daphne Rita Carvalho, the Party No. 3 of the Owners herein, where under he has gifted 42.5% (forty two point five percent) undivided share of ownership right, title, interest measuring about 5541 sq. ft., out of his $\frac{1}{2}$ (half) or 50% (fifty percent) undivided share in the Schedule 'A' Property, which Deed of Gift was registered on 04/04/2013 as Document No. HLS-1-00045-2013-14 and stored in CD No. HLSD72 in the office of the Sub-Registrar, Ulsoor, Bangalore;
- E) **WHEREAS** by another Deed of Gift dated 17th April, 2013 executed by Mr. Roy Michael Lobo also known as Michael Anthony Joseph Roy Lobo, the Party No. 1 of the Owners herein, in favour of his three children viz., (1) Ms. Petra M. Jha, (2) Ms. Shiante P. Pereira, and (3) Mr. Dylan J. Lobo, the Parties No. 1)a) to 1)c) of the Owners herein, where under he has gifted 34.98% (thirty four point nine eight percent) undivided share of ownership right, title, interest measuring about 4560 sq. ft., out of his $\frac{1}{2}$ (half) or 50% (fifty percent) undivided share in the Schedule 'A' Property, which Deed of Gift was registered as Document No. HLS-1-00285-2013-14 and stored in CD No. HLSD73 in the office of the Sub-Registrar, Ulsoor, Bangalore;
- F) **WHEREAS** by yet another Deed of Gift dated 19th April, 2013 executed by Mrs. Daphne Rita Carvalho, the Party No. 3 of the Owners herein, in favour of her three children viz. (1) Mr. Devin Patrick Carvalho, (2) Mrs. Nerine Ludomilla Carvalho, the Party No. 3)b) of the Owners herein, and (3) Mrs. Elza Marian Carvalho, the Party No. 3)c) of the Owners herein, where under she has gifted 34.98% (thirty four point nine eight percent) undivided share of ownership right, title, interest measuring about 4560 sq. ft., out of her 42.5% (forty two point five percent) undivided share in the Schedule 'A' Property, which Deed of Gift was registered on 20/04/2013 as Document No. HLS-1-00368-

2013-14 and stored in CD No. HLSD73 in the office of the Sub-Registrar, Ulsoor, Bangalore;

- G) **WHEREAS** thereafter the co-owner of the Schedule 'A' Property viz. Mr. Devin Patrick Carvalho, gifted all his 11.66% (eleven point sixty six percent) undivided share, right, title and interest measuring about 1520 sq. ft., in the said Schedule 'A' Property to and in favour of his parents and sister viz., Mrs. Daphne Rita Carvalho, Mr. Clarence Paul Carvalho and Mrs. Elza Marian Carvalho, the Parties No. 3), 3)a) & 3)c) of the Owners herein under Gift Deed dated 15th January, 2017, which Deed of Gift was registered on 09/03/2017 as Document No. HLS-1-05721-2016-17 in Book 1 and stored in CD No. HLSD143, in the office of the Sub Registrar, Ulsoor, Bangalore, in which he gifted 6.25% undivided share in favour of his father Mr. Clarence Paul Carvalho, the Party No. 3)a) of the Owners herein, 3.73% undivided share in favour of his mother Mrs. Daphne Rita Carvalho, the Party No. 3) of the Owners herein, and 1.68% undivided share in favour of his sister Mrs. Elza Marian Carvalho, the Party No. 3)c) of the Owners herein;
- H) **WHEREAS**, in turn Mrs. Daphne Rita Carvalho, the Party No. 3) of the Owners herein gifted 1.875% (one point eight seven five percent) undivided share, right, title and interest measuring about 244 sq. ft., in the Schedule 'A' Property, out of her 11.25% (eleven point two five percent) undivided share in the Schedule 'A' Property to and in favour of her brother, Mr. Ronald Maxwell Lobo, the Party No. 2) of the Owners herein, under Deed of Gift dated 31st January, 2017, which Deed of Gift was registered on 09/03/2017 as Document No. HLS-1-05722-2016-17 in Book 1 and stored in CD No. HLSD143, in the office of the Sub Registrar, Ulsoor, Bangalore;
- I) **WHEREAS**, thereafter Mrs. Nerine Ludomilla Carvalho, the Party No. 3)b) of the Owners herein gifted 2.285% (two point two eight five percent) undivided share, right, title and interest measuring about 298 sq. ft., in the Schedule 'A' Property, out of her 11.66% (eleven point six six percent) undivided share in the Schedule 'A' Property to and in favour of her sister, Mrs. Elza Marian Carvalho, the Party No. 3)c) of the Owners herein, under Deed of Gift dated 15th February, 2017, which Deed of Gift was registered as Document No. HLS-1-05719-2016-17 in Book 1 and stored in CD No. HLSD143, in the office of the Sub Registrar, Ulsoor, Bangalore;

- J) **WHEREAS** thus the Owners/Vendors herein are entitled to the following share in the "**SCHEDULE 'A' PROPERTY**" as its absolute co-owners:

Sl. No.	Name of the Owners	Undivided share held by the Owners in the Schedule 'A' Property	
		In %	In Sft.
1.	Mr. Roy Michael Lobo	15.020	1959
2.	Ms. Petra M. Jha	11.660	1520
3.	Ms. Shiante P. Pereira	11.660	1520
4.	Mr. Dylan J. Lobo	11.660	1520
5.	Mr. Ronald Maxwell Lobo	9.375	1222
6.	Mrs. Daphne Rita Carvalho	9.375	1222
7.	Mr. Clarence Paul Carvalho	6.250	815
8.	Mrs. Nerine Ludomilla Carvalho	9.375	1222
9.	Mrs. Elza Marian Carvalho	15.625	2038
Total		100	13038

and have remitted the up-to-date tax in respect of the Schedule 'A' Property to the competent authority and are in peaceful possession and enjoyment of the same without any hindrance of whatsoever nature from anybody from the date of its acquisition;

- K) **WHEREAS**, the Owners/Vendors being desirous of developing the Schedule 'A' Property by constructing a multi-storied residential apartment building thereon, had entered into Development Agreement dated 03/10/2017 with **M/s. Sindhuri Infra Projects**, a registered Partnership firm, represented by its Partners, Mr. Vetsa Srinivas and Mr. M. Anil Kumar Reddy, the Developer herein, for joint development by constructing and putting up a multi-storied residential apartment thereon, which Development Agreement is registered as Document No. MDP-1-06502-2017-18 in Book 1 and stored in CD No. MDPD216, in the office of the Sub Registrar, Mahadevapura, Bangalore, and also executed Power of Attorney dated 03/10/2017 in favour of Developer;
- L) **WHEREAS** in terms of the Development Agreement, the Developer would construct a residential apartment building in the Schedule 'A' Property at their own cost and risk for mutual benefit of the Owners and the Developer. The Owners No. 3a., Mr. Clarence Paul Carvalho & No. 3c., Mrs. Elza Marian Carvalho, who have retained each of their 6.25% (six point two five percentage) undivided share in the Schedule 'A' Property owned by them with the intention to own two separate apartments on the Third/Top floor of the building constructed through

the Developer herein in proportion to their entitlement of undivided land area of totaling to 12.5% (twelve point five percentage) share in the Schedule 'A' Property, by entering into a separate Construction Agreement/s entered with the Developer herein. Therefore, the Developer herein agreed to develop at its cost and risk, the balance of the land owned by the remaining owners totally measuring about 11408.25 square feet in the Schedule 'A' Property, which is more fully described in the Schedule 'B' hereunder and hereinafter referred to as the **"SCHEDULE 'B' PROPERTY"** by constructing a multi-storied Residential Apartment building at their own cost and risk as per the building bye-laws and regulations of the Bruhat Bangalore Mahanagara Palike (BBMP) and deliver to the Owners 57.14% (fifty seven point one four percent) of the built-up area (excluding the area to be constructed for Owners No. 3a., Mr. Clarence Paul Carvalho & 3c., Mrs. Elza Marian Carvalho for the undivided share of land retained by them in Schedule 'A' Property) in the multi-storeyed residential apartment building with 57.14% (fifty seven point one four percent), the car parking areas, common area, terrace area (after deducting the area used for common amenities on terrace), in consideration of the Owners No. 1, 1a, 1b, 1c, 2, 3, 3b, & 3c agreeing to transfer together their 42.86% (forty two point eighty six percent) of the undivided share, right, title and interest in the land comprised in the Schedule 'B' Property to the Developer and its nominees. Under the said agreement, the Developer is entitled to identify and nominate any party, not only to purchase an undivided interest in the Schedule 'B' Property, to the extent of 42.86% (forty two point eighty six percent), but also to construct on behalf of such party, an apartment in the Schedule 'A' Property;

- M) **WHEREAS** pursuant to the above, the Owners/Vendors and Developer herein identified and allotted by and between themselves their respective share of apartments in the building, car parking spaces, terrace area and right in common areas in the Schedule 'A' Property and therefore the Owners/Vendors and Developer herein entered into an Supplementary cum Sharing Agreement on 04/10/2017 to record the allotment of apartments between themselves, wherein the Parties allocated and identified their respective total saleable super built-up areas and the undivided shares in the Schedule 'A' Property, under which the Developer could own or nominate the purchaser/s for its allocated and identified total saleable super built-up areas and the undivided shares or any part thereof and whereas person/s interested in owning Apartment/s, can purchase undivided share in the Schedule 'A' Property from the Owners/Vendors through the Developer duly nominated by the Developer in view of the terms and rights of the Developer under the Development Agreement and the Developer is

entitled to receive the consideration amount directly from such purchaser/s;

- N) **WHEREAS** the Owners and the Developer are developing the Schedule 'A' Property into an residential apartment building, have secured sanction of the detailed building construction plans and license for construction on the Schedule 'A' Property vide LP No. Ad.com/EST/1103/16-17, dated 26/04/2017, approved by the Asst. Director, Town Planning (East), Bruhat Bangalore Mahanagara Palike, Bangalore for construction of a residential apartment building comprising of Basement, Ground, First, Second, Third and Terrace Floors over the Schedule 'A' Property consisting of residential apartments of different dimensions comprised therein along with common areas, amenities and facilities attached thereto and also obtained other clearances, permissions and sanctions from the various other statutory authorities and government agencies for the construction of the residential apartment building on the Schedule 'A' Property. The entire residential development is identified by the name "**JOSÉ ESPERANÇA**" (hereinafter referred to as the '**Project**');
- O) **WHEREAS** the Project has been registered under the provisions of the Act with the Real Estate Regulatory Authority of Karnataka, and the Regulatory Authority has registered and granted **Registration No. ******* to the said Project;
- P) **WHEREAS** in terms of the Scheme formulated by the Owners and Developer, any person/s interested in owning an Apartment in the Project will be entitled to acquire undivided share in the Schedule 'A' Property corresponding to the super built up area of the apartment agreed to be constructed for the purchaser/s in the Project and the Purchaser herein made an application for allotment of an Apartment in the Project and the Purchaser has been allotted **Apartment No. ***** on the ***** Floor of the apartment building known as "JOSÉ ESPERANÇA" having a carpet area of ***** square feet and super built up area of ***** square feet along with ***** car parking in the *******, which collectively set out in Schedule 'D' (Schedule 'D' Apartment) with proportionate share in the Common Areas of the Project;
- Q) **WHEREAS** the Owners and the Developer have informed the Purchaser/s and the Purchaser is fully aware and has consented that the Common Areas and Common Amenities in the Project, shall be maintained by the Association of Apartment Owners in the Project once the maintenance being handed over the Association of the Owners;

- R) **WHEREAS** the Owners and Developer have made disclosures detailed in Clause 10 of this Agreement to the Purchaser;
- S) **WHEREAS** the Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- T) **WHEREAS** the Parties hereby confirm that they are signing this Agreement after taking legal advice and with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- U) **WHEREAS** the Parties, relying on (i) the confirmations, representations and assurances of each other (ii) to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now entering into this Agreement on the terms and conditions appearing hereinafter.

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

1. DEFINITIONS AND INTERPRETATION:

1.1 Definitions:

Unless the context otherwise requires, the following capitalized terms shall have the meaning set forth below.

- (a) **“Act”** means the Real Estate (Regulation and Development) Act, 2016 (Central Act of 2016) and includes the Karnataka Real Estate (Regulation and Development) Rules, 2017 where the context so requires;
- (b) **“Agreement”** shall mean this Agreement to Sell the Schedule ‘C’ Property and construction of the Schedule ‘D’ Apartment, including the schedules and annexes hereto, as may be amended from time to time;
- (c) **“Applicable Law”** means all laws, statutes, regulations, codes, bye-laws, ordinances, treaties, judgments, decrees, directives, rules, guidelines, orders, policies and other requirements of any Governmental Authority having jurisdiction over the Schedule “A” Property which are in effect or as may be amended, modified, enacted or revoked from time to time hereafter;

- (d) **“Association or Association of Apartment Owners or Owners Association”** shall all mean the same, being the Association of Apartment Owners to be formed by the Sellers, in respect of the Project as per the provisions of the Karnataka Apartment Ownership Act, 1972;
- (e) **“Association Agreement”** shall mean the Maintenance Agreement between the Association and the service provider for maintenance of the Common Areas and the Common Amenities and Facilities of the Project;
- (f) **“Apartment/Apartments”** shall mean all types of residential apartment units in the **Project**;
- (g) **“Balance Sale Consideration”** shall mean any part of the sale consideration which has not been paid and is required to be paid under this Agreement in terms of the installments set out in the payment plan in terms of **Annexure I** hereto, each of which individually also being Balance Sale Consideration and collectively also referred to as Balance Sale Consideration.
- (h) **“Balance Cost of Construction”** shall mean any part of the Cost of Construction which has not been paid and is required to be paid under this Agreement in terms of the installments in the payment plan in terms of **Annexure II** hereto, each of which individually also being Balance Cost of Construction and collectively also referred to as Balance Cost of Construction.
- (i) **“Building”** shall mean as per the Sanctioned Plan.
- (j) **“Completion Period”** shall mean the ******* , 20**** for such extended time as provided in Clause 7 below, before which the Owners/Developer would have applied for and secured the Occupancy Certificate/Partial Occupancy Certificate for the Building or for the Project as the case may be .
- (k) **“Carpet Area”** shall mean the net useable floor area and the area covered by internal partition walls of the Apartment and shall exclude area covered by external walls, services shafts, exclusive balcony or verandah and exclusive open terrace and any other Limited Common Areas.
- (l) **“Commencement Certificate”** shall mean license and plan sanctioned by the Bruhat Bengaluru Mahanagara Palike for construction of the Project i.e. LP No. Ad.com/EST/1103/16-17, dated 26/04/2017 (the Sanctioned Plan).

- (m) **“Common Areas of the Project”** shall mean and include areas demarcated and declared as the common areas of Project and as detailed in **Annexure IV** hereto. The Common Areas in the Project are subject to such reasonable, non-discriminatory rules and regulations as are prescribed by the Sellers or Owners Association to be followed by all the owners/occupiers of the apartments in the Project;
- (n) **“Common Amenities & Facilities of the Project”** shall mean and include those amenities and facilities of the Project as detailed in **Annexure V** hereto, the Common Amenities and Facilities of The Project are subject to such reasonable, non-discriminatory rules and regulations as are prescribed by the Owner/Developer or the Association to be followed by all the owners/occupiers of the Apartments.
- (o) **“Cost of Construction”** shall have the meaning ascribed to the term in Clause 4;
- (p) **“Deed of Declaration”** shall mean the deed of declaration to be executed by the Owner/Developer to submit the Project, the Common Areas, the Common Amenities and Facilities of the Project under the provision of the Karnataka Apartment Ownership Act, 1972;
- (q) **“Disclosures”** shall mean the disclosures made by the Owner/Developer to the Purchaser/s, pertaining to the Project and the development of the Schedule “A” Property as detailed in clause 10 below and accepted by the Purchaser/s to his/her/their knowledge;
- (r) **“Force Majeure”** shall mean the occurrence of one or more of the following events:-
- i) war,
 - ii) flood,
 - iii) drought,
 - iv) fire,
 - v) cyclone
 - vi) earthquake
 - vii) any other calamity caused by nature.
- (s) **“Interest”** means the rate of interest payable by the Owners/Developer or the Purchaser/s, as the case may be in terms of this Agreement which is to be calculated at the rate of

2% over and above the highest State Bank of India Marginal Cost Lending Rate (MCLR).

- (t) **"Local Authority" or "Authority"** shall mean any union, state, local or other governmental, administrative, regulatory, judicial or quasi-judicial authority or self-regulating authority or agency, commission, board, tribunal, court, Bangalore Electric Supply Company (BESCOM), Bangalore Water Supply and Sewerage Board (BWSSB), Bangalore Development Authority (BDA), Bruhat Bengaluru Mahanagara Palike (BBMP), Real Estate Regulatory Authority, Real Estate Appellate Tribunal and shall include any other competent authority under the Act and having jurisdiction over the Schedule "A" Property;
- (u) **"Limited Common Area"** shall mean the Purchaser's Car Parking Area and such other areas from and out of the Common Areas of the Project, which are allotted for the exclusive use by the apartment owners in Project as they would be attached to such apartments and capable of being used by the owners of the apartments and to be maintained by the owners of the apartments at their cost and not as part of the Common Area.
- (v) **"Occupancy Certificate"** means the occupancy certificate or partial occupancy certificate or such other certificate by whatever name called, issued by the Authority confirming completion of the Project or any of portion therein and pursuant thereto permitting occupation of the building for which the occupation certificate is issued;
- (w) **"Other Costs Charges and Expenses"** shall mean all the amounts set out in **Annexure VI** hereto, which amounts the Purchaser is required to pay in addition to the Sale Consideration, Cost of Construction and Statutory Payments.
- (x) **"Party"** unless repugnant to the context, shall mean a signatory to this Agreement and **"Parties"** unless repugnant to the context, shall mean a collective reference to all the signatories to this Agreement;
- (y) **"Payment Plan"** shall mean the payments of installments payable by Purchaser under **Annexure I and Annexure II** hereto. Each of which individually also being Payment Plan and collectively also referred to as Payment Plan;

- (z) **"Person"** shall mean any natural person, limited or unlimited liability company, corporation, general partnership, limited liability partnership, proprietorship, trust, union, association, court, tribunal, agency, government, ministry, department, commission, self-regulatory organisation, arbitrator, board, or other entity, enterprise, authority, or business organisation and shall include any other person as defined under the Act;
- (aa) **"Project"** shall have the meaning ascribed to the term in the Recital above i.e. **"JOSÉ ESPERANÇA"**;
- (bb) **"The Project Account"** shall mean the Account No. ***** opened with ***** Bank, ***** Branch, Bangalore, standing in the name of the Developer.
- (cc) **"Purchaser Car Park/s"** shall mean the car parking space/s allotted to the Purchaser for his/her exclusive use so long as the Purchaser owns and occupies the Schedule 'D' Apartment or by any of the occupiers of the Schedule 'D' Apartment under the authority or agreement with the Purchaser herein;
- (dd) **"Purchaser/s Covenants"** shall mean covenants given by the Purchaser in terms of Clause 12 hereof;
- (ee) **"Purchaser/s Warranties"** shall mean the warranties, assurances and representations given by the Purchaser/s in terms of Clause 12 hereof;
- (ff) **"Apartment Owner/Owners"** shall mean any owner or owners of Apartments in the Project ;
- (gg) **"Rights and Obligations"** shall mean that the Purchaser shall be bound by the obligations set out in Schedule "H" hereto and have the rights set out in the Schedule "I" hereto in the use and enjoyment of the Schedule 'D' Apartment;
- (hh) **"Sale Consideration"** shall have the meaning ascribed to the term in Clause 3.1;
- (ii) **"Sale Date"** shall mean the date of execution and registration of the Sale Deed by the Owners/Developer/Sellers in favour of the Purchaser;
- (jj) **"Sale Deed"** shall mean the deed of sale to be executed by the Owners/Developer, for legally conveying the absolute right, title and interest as shown in Schedule 'C' Property and the Schedule

'D' Apartment in favour of the Purchaser on the terms and conditions contained therein under the Scheme ;

- (kk) **"Schedule 'A' Property"** shall mean the land on which the Project is being developed by the Owners/Developer and more fully described in the Schedule 'A' hereto;
- (ll) **"Schedule 'C' Property"** is the undivided share of the land described in Schedule 'A' corresponding to the Schedule 'D' Apartment more fully set out in the Schedule 'C' hereto;
- (mm) **"Schedule 'D' Apartment"** is the apartment which is being constructed under the Scheme and more fully described in the Schedule 'D' hereto by the Developer for the Purchaser;
- (nn) **"Scheme"** shall mean the scheme of development of the Project under which Persons interested in owning an Apartment in the Project (a) are required to acquire undivided share corresponding to the Apartment (which undivided share is computed corresponding super built up area of such Apartment taking into consideration the total super built up area achieved on the land extent comprised in the Schedule 'A' Property including utilisation of transferable development rights i.e. TDR, if any);
- (oo) **"Owners'/Developer's/Sellers' Warranties"** shall mean the representations, assurances and warranties given to the Purchaser in terms of clause 9 below;
- (pp) **"Specifications for the Project"** shall mean the specifications of construction of the Project set out in **ANNEXURE III** hereto or any equivalent thereto in terms of quality;
- (qq) **"Statutory Payments"** shall mean statutory charges including Goods and Service Tax ("GST") as applicable from time to time, which will be payable by the Purchaser/s in addition to the Sale Consideration, Cost of Construction and Other Cost Charges and Expenses, under this Agreement;
- (rr) **"Structural Defects"** shall mean any structural defect relating to Schedule 'D' Apartment as provided in the Act;
- (ss) **"Super Built Up Area"** of any Apartment shall mean the aggregate of (i) the Carpet Area of an Apartment and (ii) thickness of the external walls (iii) balconies and terraces and a proportionate share of the Common Areas and such of the Common Area used for housing the Common Amenities and Facilities in the Project ;

1.2 Interpretation:

Unless the context otherwise requires in this Agreement,

- (a) In this Agreement, any reference to any statute or statutory provision shall include all the current statutes either state or central, their amendment, modification, re-enactment or consolidation;
- (b) any reference to the singular shall include the plural and vice-versa;
- (c) any references to the masculine, the feminine and the neutral gender shall also include the other;
- (d) the recital, annexures and schedules annexed herein forms part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any recitals, annexures and schedules to it.
- (e) Harmonious Interpretation and Ambiguities within the Agreement:

In case of ambiguities or discrepancies within the Agreement, the following shall apply:
 - (i) Between two Articles of this Agreement, the provisions of the specific Article relevant to the issue under consideration shall prevail over general provisions in the other Articles.
 - (ii) Between the provisions of this Agreement and the Appendices, the Agreement shall prevail, save and except as expressly provided in the Agreement or the Appendices.
 - (iii) Between any value written in numerical or percentage and in words, the words shall prevail.
- (f) reference to this Agreement or any other deed, agreement or other instrument or document shall be construed as a reference to this Agreement or such deed, other agreement, or other instrument or document as the same may from time to time be amended, varied supplemented or novated;

- (g) each of the representations and warranties provided in this Agreement are independent of other unless the contrary is expressly stated,
- (h) no Section in this Agreement limits the extent or application of another Section;
- (i) headings to clauses, parts and paragraphs of this Agreement, Annexures and Schedules are for convenience only and do not affect the interpretation of this Agreement;
- (j) the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- (k) this Agreement is a joint draft of the Parties and any rule of statutory interpretation interpreting agreements against a party primarily responsible for drafting the agreement shall not be applicable to this Agreement.

2. AGREEMENT TO SELL AND CONSTRUCT:

That in pursuance of the foregoing and in consideration of the Purchaser joining the Scheme of development and paying (a) the Sale Consideration, the Cost of Construction (b) the Other Cost Charges and Expenses, (c) the Statutory Payments and complying with the Purchaser Covenants and the obligations herein, the Owners/Developer agree to sell to the Purchaser and the Purchaser agrees to purchase the Schedule 'C' Property and the Developer also agrees to construct the Schedule 'D' Apartment under the Scheme in terms of the Agreement for the Purchaser.

3. SALE CONSIDERATION FOR THE SCHEDULE 'C' PROPERTY:

- 3.1 The Sale Consideration to be paid by the Purchaser to the Owners/Developer, shall be **Rs.*****/- (Rupees ***** only)** towards the sale of the Schedule 'C' Property to enable the Purchaser to get constructed the Schedule 'D' Apartment by paying the Cost of Construction to the Developer.
- 3.2 The Purchaser has paid, and shall be required to pay the Sale Consideration in terms of the Payment Plan at **Annexure I** hereto.

4. COST OF CONSTRUCTION OF THE SCHEDULE 'D' APARTMENT:

- 4.1 The Purchaser shall also pay to the Developer **Rs.*****/- (Rupees ***** Only)** towards the Cost of Construction of the Schedule 'D' Apartment hereby agreed to be constructed and delivered.
- 4.2 The Purchaser has paid and shall be required to pay the Balance Cost of Construction to the Developer in terms of Payment Plan at **Annexure II** hereto.
- 4.3 The Purchaser has assured the Owners/Developer that the Purchaser shall make payments towards the Sale Consideration and the Cost of Construction and all the Other Costs, Charges and Expenses without any delay or default. The payment as per the Payment Plans is essence of this contract and has direct impact on progress of construction of Project. The Purchaser has assured the Owners/Developer that the Sale Consideration and the Cost of Construction, the Other Costs, Charges and Expenses and the Statutory Payments shall be paid by the Purchaser within 15 (fifteen) days of the Sellers having raised a demand for payment of such installments.
- 4.4 In case there is any change/modification in the Statutory Payments, the subsequent Statutory Payments shall be increased/reduced based on such change/modifications based on the Applicable Law.
- 4.5 The Owners/Developer has further informed the Purchaser and the Purchaser is fully aware that the default in payments of the installments set out in the Payment Plan would affect the entire Project development and there would be sufferance to the Owners/Developer.
- 4.6 The Purchaser has been made aware and the Purchaser is fully aware that there are other purchasers who would be joining the Scheme and would rely upon the assurance given by the Purchaser herein for the payment of the installments set out in the Payment Plan and the Statutory Payments within time and without any delay or default.
- 4.7 All payments toward the Sale Consideration and Cost of Construction shall be made by cheque or demand draft or wire transfer payable in favour of the Owners/Developer or as directed by the Owners/Developer to the 'Project Account'.
- 4.8 In cases of out station cheque or demand draft or wire transfer, the collection charges, if any, will be debited to the Purchaser account and credit for the payment made will be given on net credit of the amount

of the installment. In case of the first time a cheque is dishonoured, a sum of Rs.5,000/- (Rupees Five Thousand Only) will be debited to the Purchaser's account.

- 4.9 The amounts deposited in the Project Account shall be liable to be withdrawn to the extent permitted under the Act by the Sellers from time to time and where ever required upon the certification as provided under the Act.
- 4.10 Subject to the Purchaser complying with the terms and conditions of this Agreement, and payment of all amounts payable by the Purchaser under this Agreement, the Owners/Developer shall execute the Sale Deed and register the Sale Deed in favour of the Purchaser.
- 4.11 Tax Deduction at Source ("TDS") of 1% of Sale Consideration and Cost of Construction shall be paid by the Purchaser as per the provision of section 194 IA. The Purchaser shall issue a certificate of deduction of tax in Form 16B to the Owners/Developer on or before 10th of the subsequent month of deduction.
- 4.12 The Cost of Construction shall be escalation-free, however the Purchaser hereby agrees to pay, any increase in Cost of Construction on account of development charges payable to the Authority and/or Statutory Payments which may be levied or imposed by the Authority from time to time. The Owners/Developer hereby agrees to enclose the notification/order/rule/ regulation for effecting the increase in development charges or cost/ charges imposed by the Authority along with the demand letter being issued to the Purchaser.

5. DELAY AND DEFAULT IN PAYMENT OF INSTALMENTS UNDER THE PAYMENT PLAN AND BREACH BY THE PURCHASER:

- 5.1 In the event of there being any delay by the Purchaser in payment of the installments under the Payment Plans, on the due dates, for whatsoever reasons, the Purchaser shall be liable to pay 'Interest' to the Owners/Developer on such delayed payments, from the due date till payment of such amount.
- 5.2 Notwithstanding anything stated in clause 5.1 above, if the Purchaser fails to any installment/s due for payment within two months of becoming due along with Interest for delayed period after having received notice from the Owners/Developer, the Owners/Developer will be entitled to terminate this Agreement.

- 5.3 In the event of breach by the Purchaser of any of the terms of this Agreement, and such breach not being cured, within a period of 30 days of being notified of such breach, the Owners/Developer shall be entitled to terminate this Agreement and on such termination the Owners/Developer/Sellers shall be entitled to the rights as provided in clause 5.4 below.
- 5.4 In case of termination of this Agreement in terms of clause 5.2 or 5.3 above, the Owners/Developer shall refund the amounts paid toward the Sale Consideration and Cost of Construction to the Purchaser within 60 days of termination of this Agreement, after forfeiting sum equivalent to 10% of the Sale Consideration and Cost of Construction payable by the Purchaser. On such termination the Owners/Developer/Sellers shall be entitled to deal with the Schedule 'C' Property and the Schedule 'D' Apartment without any let, claim or hindrance by the Purchaser. It is clarified that amounts paid by the Purchaser towards Statutory Payments to the Owners/Developer will not be liable to be refunded.
- 5.5 If the Purchaser has availed loan from any financial institution or the bank, then in that event based on the terms of such loan, all amounts to be refunded to the Purchaser in terms of clause 5.4 above shall be paid over to the financial institution or the bank against issuance "no claim certificate" in favour of the Owners/Developer and the Owners/Developer shall also be entitled to hand over of original of this Agreement that may have been deposited by the Purchaser with the bank or any financial institution.

6. CONSTRUCTION OF THE SCHEDULE "D" APARTMENT:

- 6.1 The Developer shall construct the Schedule 'D' Apartment in accordance with the Specifications set out herein. The Developer shall not make any changes to the Schedule 'D' Apartment, without the consent of the Purchaser.
- 6.2 The Developer shall not make any additions and/or alterations in the Specifications, without the previous written consent of the Purchaser and other purchasers of the Project as required under the provisions of the Act. Provided, the Purchaser shall be deemed to have consented to all changes or alterations as permitted under the provisions of the Act or as may be directed by any Local Authority. Further, the Developer shall be entitled to modify or revise the Sanctioned Plans by adding additional lands and buildings without in any way affecting the Carpet Area of the Schedule 'D' Apartment.

7. DATE OF DELIVERY OF THE SCHEDULE 'D' APARTMENT:

- 7.1 Subject to the Purchaser having complied with the obligations under this Agreement, including timely payment of Sale Consideration and Cost of Construction as per the agreed Payment Plans and there being no events of Force Majeure, the Sellers shall complete of the Project within the Completion Period.
- 7.2 The Purchaser shall, within a period of 60 days of the Developer completing the Project and furnishing the Occupancy Certificate, pay all the amounts due and payable under the Payment Plans and take possession of the Schedule 'D' Apartment and also take registration of the Sale Deed simultaneously.
- 7.3 The Completion Period shall be extended by such time as the Developer may specify in writing and permitted under the Act and for any reason of any Force Majeure event.

8. RIGHT OF THE SELLERS TO DEVELOP THE PROJECT, THE COMMON AMENITIES AND FACILITIES AND THE COMMON AREAS OF THE PROJECT AND THE OTHER PHASES OF THE PROJECT:

- 8.1 The Purchaser agrees that the Owners/Developer shall have an unobstructed right without hindrance, to progress the construction of the Project and all the Common Areas and the Common Amenities and Facilities of the Project.
- 8.2 The Purchaser is fully aware that the Developer will be developing the Project and constructing/completing the Buildings, Common Amenities and Facilities of the Project from time to time. The Purchaser has assured and agreed that Purchaser shall have no objection to the Developer completing the other Buildings within the Completion Period even if the Purchaser has taken possession of the Schedule 'D' Apartment in the Building which is completed and the Developer has secured Occupancy Certificate for that Building.
- 8.3 The Schedule 'A' Property is free of any mortgages or charges or encumbrances. In the event the Developer taking any loans for construction and completion of the Project against the security of the Schedule 'A' Property or any part thereof, the same shall not affect the rights and interest of the Purchaser/s to the Schedule 'C' Property and/or the Schedule 'D' Apartment.

- 8.4 The Purchaser is fully aware and has understood the Disclosures made by the Owners/Developer/Sellers pertaining to the Project.

9. REPRESENTATIONS AND WARRANTIES:

- 9.1 The Developer acknowledge that the Purchaser has entered into this Agreement and has agreed to purchase the Schedule 'C' Property and get constructed the Schedule 'D' Apartment from the Developer, taking into consideration the Disclosures made by the Developer under Clause 10 below and based on the representations and warranties set out below (the "Owners/Developer Warranties"):

- a) that the Owners are the absolute owners of the Schedule 'A' Property in exclusive possession of the Schedule 'A' Property and no Person other than the Owners have any right (legal or beneficial), claim, interest or demand in any manner whatsoever to or in respect of the Schedule 'A' Property and that the Owners have the absolute and unconditional right to sell, transfer or otherwise alienate the Schedule 'A' Property;
- b) that the Owners/Developer have every right and power to enter into this Agreement and upon execution, this Agreement, would constitute legal, valid and binding contract between the Purchaser and the Owners/Developer.
- c) that the Schedule 'A' Property is not the subject matter of any acquisition proceedings and there is no notice for acquisition, or any other notice which may adversely affect the marketability of title of the Schedule 'A' Property;
- d) that the Owners/Developer are not restrained by any court or order from any Authority from alienating the Schedule 'A' Property or any part thereof in the manner herein contemplated ;
- e) all approvals, licenses and permits issued by the Authorities with respect to the Project are valid and subsisting and have been obtained by following due process of law;
- f) that the Owners/Developer have duly paid and will continue to pay all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said the Project to the Competent Authorities till the completion of the Project;

- g) that the Owners/Developer agree to do and execute or cause to be executed all acts, deeds and things, as may be required by the Purchaser and at the cost of the Purchaser for more fully and perfectly assuring transferring the title of the Schedule 'C' Property and Schedule 'D' Apartment to and in favour of the Purchaser;
- h) that the Owners/Developer have been restrained in any manner whatsoever from selling the Schedule 'C' Property and/or constructing the Project including Schedule 'D' Apartment in the manner contemplated under this Agreement.

9.2 The Purchaser acknowledges that the Owners /Developer have entered into this Agreement and has agreed to sell the Schedule 'C' Property and construct Schedule 'D' Apartment, based on the representations and warranties set out below (the "**Purchaser's Warranties**"):

- a) that the Purchaser is competent to enter into and is able perform his/her obligations under this Agreement ;
- b) that the Purchaser has been furnished with copies of all the title deeds relating to Schedule 'A' Property and copies of all approval secured by the Developer including the Sanctioned Plan and the Purchaser has entered into this Agreement after verification of title of the Owners to the Schedule 'A' Property and the Developer's right to develop Schedule 'A' Property.
- c) that the Purchaser has been furnished with all the details pertaining to the Disclosures made by the Owners/Developer as detailed in Clause 10 below and after understanding the same, the Purchaser has entered into this Agreement.
- d) that the Purchaser has no objection whatsoever to the Owners/Developer revising/modifying the Development Plan/Sanctioned Plans by adding adjoining lands to the and taking modified sanctioned plans without affecting the Carpet Area of the Schedule 'D' Apartment and the Purchaser agrees not claim any compensation from the Owners/Developer for revising/modifying the Development Plan/Sanctioned Plans. Further, the Purchaser shall be deemed to have given his/her consent for such modification/revision.

10. DISCLOSURES:

10.1 The Purchaser acknowledges and confirms that the Owners/Developer have made following disclosures to the Purchaser and the Purchaser has reviewed all of them and after having understood the implication thereof has entered into this Agreement and the Purchaser has agreed to all of the Disclosures and the Purchaser, expressly grants its consent and no objection to the Sellers to undertake every action as per Disclosures.

- a) that, the extent of Schedule 'C' Property to be conveyed to the Purchaser on execution of the Sale Deed is based on the overall super built up area of the Project and after deduction of extents of lands relinquished in favour BDA/BBMP towards, parks, open space, roads, civic amenities sites etc. as per zoning regulations and building bye laws.
- b) that, the Common Amenities and Facilities and the Common Areas in the Project will be have to be maintained by the Association of Apartment Owners of the Project in common irrespective of the location of such Common Area and the Common Amenities and Facilities in the Project.
- c) that, the sale of the Schedule 'C' Property is only for enabling the Purchaser to construct and own the Schedule 'D' Apartment and not for any other purpose. Purchaser has agreed that, on the Owners/Developer being permitted under the provisions of the Act, for any change in FAR or utilisation of TDR, the undivided share would stand varied and will be corresponding to the overall built up area that is being constructed under the Scheme. Accordingly the quantum of undivided share to be conveyed would be finally declared in the Deed of Declaration and as per the Sale Deed.
- d) that, the Schedule 'D' Apartment can be used in terms of the rules and regulations formulated by the Owners/Developer and/or the Association of Apartment Owners as well as the terms set out in the Bye Laws of the Association.
- e) that, the Owners/Developer will be forming an Association of Apartment Owners for the management and maintenance of Common Area and the Common Amenities and Facilities, under the provisions of the Karnataka Apartment Ownership Act, 1976 pertaining to the Project and a Deed of Declaration will be executed.

- f) that, an extent of ***** square meters, out of the Schedule 'A' Property, has been relinquished in favour of BBMP/BDA in terms of Relinquishment Deed dated *****, towards for road widening/civic amenities/ parks and open spaces etc. as per the rules and zoning regulations.
- g) that, the Owners/Developer have availed financial facility from ***** Bank, Bangalore and Developer has raised finance through issue debentures and the documents of title in respect of the Schedule 'A' Property have been deposited with ***** Bank, Bangalore. The said lenders have issued its no objection to the Owners/Developer to sell the Schedule 'C' Property and Schedule 'D' Apartment in terms of this Agreement.
- h) that the Schedule 'D' Apartment can be used only for residential purposes and cannot used for any other purposes.
- i) that the Owners/Developer will be granting exclusive rights to use and right to deal with Limited Common Area to other buyers of the apartments in the Project. The Purchaser confirms that before execution of this Agreement, the Purchaser has been provided with details of the Limited Common Area of the Project and is fully aware of the exclusive right of user of such Limited Common Areas in the said the Project. The Purchaser has also been informed that the Deed of Declaration shall also provide the details of such Limited Common Area and its use and exclusivity.

11. CONVEYANCE AND DELAY IN TAKING CONVEYANCE:

- 11.1 On receipt of intimation of completion of the Project by the Owners/Developer and grant of Occupancy Certificate by Competent Authority, the Purchaser shall come forward to take conveyance of the Schedule 'C' Property and the Schedule 'D' Apartment and the Parties shall execute the such conveyance deed within 3 (three) months of the receipt of the Occupancy Certificate.
- 11.2 Upon the intimation by the Owners/Developer that the Schedule 'D' Apartment is ready for possession, after having secured the Occupancy Certificate, the Purchaser shall, within 60 days of such intimation, make all payments under this Agreement, and shall come forward to take the sale deed in terms of this Agreement. Failure on the part of the Purchaser to make payments and take the sale deed shall constitute breach on the part of the Purchaser, and the consequences as provided in this Agreement shall become applicable and the Owners/Developer shall be entitled to enforce any of its rights thereunder.

11.3 The Purchaser shall also be liable to pay the electricity charges, municipal property taxes, levies, maintenance charges and any other amounts which the Purchaser/s is/are required to pay under this Agreement on expiry 15 days from date of intimation by the Owners/Developer that the Schedule 'D' Apartment is ready for handover, even if the possession and conveyance is not taken and the Owners/Developer have not terminated this Agreement.

11.4 The Purchaser shall be liable to pay the stamp duty and registration fees in terms of clause 21 (f) below.

11.5 The Purchaser shall also bear the legal charges, costs and expenses associated with the preparation, finalisation, completion, execution and registration of the documentation, including this Agreement and the Sale Deed to be executed.

12. THE PURCHASER/S ASSURES, UNDERTAKES AND COVENANTS WITH THE OWNER /DEVELOPER AS FOLLOWS:

12.1 That the Purchaser/s shall not be entitled to claim conveyance of the Schedule 'C' Property until the Purchaser/s fulfills and performs all the obligations and completes all payments under this Agreement and until completion of the Project.

12.2 Shall not to get the Schedule 'D' Apartment constructed by the any other person other than the Owners/Developer under the Scheme stated above.

12.3 Not to seek partition or division or separate possession of the Schedule 'C' Property and shall not to object to the construction of buildings/structures on the Schedule 'A' Property by the Owners/Developer including apartments for sale to other purchasers and in not entitled to question or challenge the sale price agreed between the Owners/Developer and the other buyers.

12.4 That the Purchaser/s has/have independently verified the title of the Owner to the Schedule 'A' Property and all sanctions/approvals taken for construction of the Project before entering into this Agreement. The Purchaser/s is/are satisfied with all representations and disclosures made by the Owners/Developer concerning the Project and this Agreement constitutes complete understanding arrived at between the Owners/Developer and the Purchaser/s and there are no other representation whether oral or otherwise.

- 12.5 That the Sale Consideration and Cost of Construction fixed and agreed herein is based on mutual negotiations between the Purchaser/s and the Owners/Developer and the Purchaser/s shall have no right to renegotiate the same under any circumstances. The Owners/Developer are completely free to agree to fix any other sale consideration and cost of construction with other buyers apartments in the Project.
- 12.6 The Purchaser/s and along with other owners of the apartments in the Project undertake to join the Association to be formed by the Owners/Developer. The Purchaser/s along with the Sale Deed will also execute Form B as provided in the Karnataka Apartment Ownership Act, 1976.
- 12.7 That the Purchaser/s and the Association shall take over the maintenance of the Project in terms of Clause 17 of this Agreement.
- 12.8 That after the Project is handed over to the Owners' Association, the Owners/Developer shall not be responsible for any consequence or liability on account of failure, negligence, act or omission, obstruction, alteration, modification, restraint or improper use by any or all the owners, service providers or their agents with regards to the Common Amenities and Facilities as well as the fire safety equipment, fire protection systems, their supporting equipment, pollution control and other general safety equipment, related facilities and services. The Purchaser with the other owners shall ensure that periodical inspections of all such Common Amenities and Facilities are done so as to ensure proper functioning thereof.
- 12.9 After the maintenance of the building is handed over to the Association, the Owners/Developer shall not be responsible for any consequence or liability on account of failure, negligence, act or omission, obstruction, alteration, modification, restraint or improper use by any or all the owners, service providers or their agents with regard to the Common Amenities and Facilities of the Project.
- 12.10 All statutory payments after handing over of the Schedule 'D' Apartment, in respect of the same shall be borne and paid by the Purchaser/s. All Statutory Payments levied by competent authorities under the law, in respect of any services which the Owners/Developer would be rendering to the Purchaser/s pursuant to this Agreement, shall also be borne by the Purchaser/s and the Purchaser/s will indemnify the Owners/Developer of any instances of taxes on this Agreement, accruing in future.

- 12.11 The Purchaser/s covenants that the Purchaser/s shall be bound and liable to comply with the obligations, restrictions, rights set out in Schedule 'E' hereunder.
- 12.12 That the Purchaser/s shall not have any right, at any time whatsoever, to obstruct or hinder the progress of the construction of the Project on the Schedule 'A' Property.
- 12.13 Its an essential term of the sale under this Agreement that the Purchaser/s shall not be entitled to change/alter the name of the Project, **"JOSÉ ESPERANÇA"** to any other name. However the Owners/Developer shall be entitled to make the change in the name at any time before completion of the Project and before executing any sale deed in favour of any buyers of apartments in the said development.
- 12.14 All interior related works by the Purchaser/s can be taken up only after handing over possession of the Schedule 'D' Apartment to the Purchaser/s. The Owners/Developer have no responsibility for any breakages, damages caused to any of the finishing works or to the structure already handed over to the Purchaser/s. The Owners/Developer are not responsible for any thefts during the course of the interior works.
- 12.15 The Parties agree that any default by the Purchaser/s in complying with the payment obligations stipulated in this Agreement would constitute sufficient reason/cause for the Owners/Developer to terminate this Agreement, and in which case the consequences of termination under Clause 5.4 would follow immediately.
- 12.16 The Purchaser/s covenants to comply with and adhere to all the rules and regulations pertaining to Common Areas, Common Amenities and Facilities of the Project and shall obstruct the usage of the any Common Areas and Common Amenities by placing any objects, vehicles and other articles.
- 12.17 The Purchaser/s, upon handover, shall be solely responsible to maintain and upkeep the Schedule 'D' Apartment at his/her own cost including all the walls, drains, pipes and other fittings and in particular which supports other the parts of the building and to carry out any internal works or repairs as may be required by the Association.
- 12.18 The Purchaser/s shall bear his/her share of all applicable taxes, cess, charges miscellaneous deposits, charges, statutory levies, etc. payable to the Government Authorities, which costs may be incurred by the Owners/Developer on a the Project wide basis or a per unit basis.

Where taxes cess, charges etc. are payable on the Project wide basis, these shall be prorated based on the measurement of the Schedule 'D' Apartment and shall be payable by the Purchaser/s within a period of 15 (Fifteen) days of a demand being made by the Owners/Developer in this behalf.

13. NATURE OF RIGHT OF USAGE:

- 13.1 It is agreed that the Schedule 'D' Apartment shall be used only for residential the purposes.
- 13.2 It is agreed that the Purchaser/s Car Parks shall be used only for parking cars and the Purchaser Car Parks shall not be used for storage, disposal of old tyres, or as any accommodation for helpers, drivers etc.
- 13.3 All the Common Areas and the Common Amenities and Facilities shall be for non-exclusive use and will be based on the rules and regulations of the Association and as provided herein.
- 13.4 The Purchaser/s shall not be permitted to use the services areas and the basements which are part of the Common Areas in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association formed by the Purchaser/s for rendering maintenance services.

14. ASSIGNMENT:

- 14.1 The Purchaser/s hereby agrees and confirms that this Agreement is not transferable / assignable to any other third party or entity except as provided in clauses 14.2 and 14.3.
- 14.2 That the Purchaser/s shall not be entitled to transfer / assign the rights under this Agreement for a period of two years from the date of this Agreement or until payment of 60% of the Sale Consideration and Cost of Construction.
- 14.3 Any assignment shall be, subject to clause 14.2, shall be permitted only by way of written agreement between the Owners/Developer and the Purchaser/s and the transferee/assignee. The transferee/assignee shall undertake to be bound by the terms of this Agreement including payment of the transfer fees of Rs.125/- (Rupees One Hundred Twenty Five Only) per square foot of the Schedule 'D' Apartment. The transfer fee under this clause shall not apply in case of transfer made to and between the immediate family members i.e., father, mother, brother, sister, son, daughter, husband and wife.

15. TAXES AND FEES:

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

16. ASSOCIATION OF OWNERS:

The Association of Apartment Owners shall be formed by the Owners/Developer at any time and within 3 (three) months from the date on which majority of the purchasers have been allotted apartments in the Project. The occupation and use by the Purchaser/s of the Schedule 'D' Apartment and all amenities in the Project shall be governed *inter alia* by the rules and regulations contained in Deed of Declaration and Bye laws of Association from time to time. The Purchaser/s shall not at any time question or challenge the validity or the binding nature of such rules and regulations and shall at all times comply with the same. All the present or future owners, tenants, guests and licensees or their employees, or any other Person who is lawfully entitled to occupy and use the Schedule 'D' Apartment, in any manner whatsoever, shall be subject to such rules and regulations.

17. MAINTENANCE OF THE SCHEDULE 'D' APARTMENT:

- 17.1 The Purchaser/s shall, from the date the Schedule 'D' Apartment being ready for occupation, whether possession of the same is taken or not shall pay proportionate share of all outgoings and maintenance costs and general expenses such as insurance, municipal taxes/expenses, and cesses, electrical and water tax and all other maintenance charges of the Common Areas of the Project and Common Amenities in the Project as determined by the Developer and/or Association of Apartment Owners.
- 17.2 The Purchaser/s shall also observe and abide by all the Bye-laws, Rules and Regulations prescribed by the Municipality or State/Central Government Authority, in regard to ownership or enjoyment of Schedule 'D' Apartment apart from the rules and regulations of the Association.

- 17.3 The Purchaser/s shall permit the Association and/or maintenance agency to enter into the Schedule 'D' Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.
- 17.4 The Owner/Developer or the agency appointed by the Owners/Developer will be the exclusive maintenance service provider for the maintenance to be provided to the Common Areas, the Common Amenities and Facilities of the Project until the Association of Owners takes over the maintenance of the Project. The charges for such services and maintenance shall be paid by the Purchaser/s and other owners of the apartments in the Project. The Purchaser/s and other owners of the apartments in the Project shall not make arrangements with any outside agency other than as defined in the Association Agreement till the completion of one year from the date of grant of occupation certificate to the Project.
- 17.5 The Developer through an agency will maintain the Common Areas and the Common Amenities and Facilities of the Project for the period of one year as provided in the Act.

18. DEFECT LIABILITY PERIOD:

In the event of any Structural Defects, being informed by the Purchaser/s in writing within the period of five years from the date of the Occupancy Certificate having been issued. The Developer will attend to the same within 30 days of such notice or such other time period as may be reasonably required to rectify the defect at its cost.

19. TERMINATION BY PURCHASER:

- 19.1 In the event of (i) there being any delay completion and securing the Occupancy Certificate by the Developer, beyond the Completion Period, for reasons other than Force Majeure or (ii) due to discontinuance of the business of the Developer on account of suspension or revocation of registration of the Project in terms of the Act, the Purchaser/s will have the discretion to:
- a) continue with the Agreement, in which event the Owners/Developer shall become liable to pay to the Purchaser/s the Interest on the amounts paid under the Payment Plan till such period the default is cured by the Owners/Developer ; or

b) terminate this Agreement and on such termination the Owners/Developer shall refund within 60 days, all the amounts received till the date of the termination with Interest thereon against the Purchaser/s handing over the original of this Agreement duly cancelled. Upon termination, the Owners/Developer will be entitled to deal with the Schedule 'D' Apartment without claim from the Purchaser/s.

19.2 The Owners/Developer will be entitled to extension of time for completion of the Project, if the same is delayed by any Force Majeure events.

19.3 If the Purchaser/s desires to terminate/cancel this Agreement without any reasons, the Purchaser/s shall notify the Owners/Developer of his/her/their intent to terminate in writing and by submitting the original of this Agreement and this Agreement shall stand terminated without any requirement of any further documentation. The notice of termination coupled with return of original of this Agreement shall serve as the document evidencing termination. On termination by the Purchaser/s, the Owners/Developer shall be entitled to forfeit 10% of the Sale Consideration and Cost of Construction payable by the Purchaser/s under this Agreement and refund the balance amount paid by the Purchaser/s within 60 days from the date of sale of the Schedule 'D' Apartment to any other third party.

20. NOTICES:

Any notice or correspondence to be sent to any party under this Agreement shall be addressed and sent to their respective addresses mentioned in this Agreement and such notices and correspondence are deemed to have been served on the parties if addressed and sent by certificate of posting or by courier or by personal delivery. The party sending notice/correspondence is not responsible for non-delivery due to change in the address, if the party changing the address has not intimated in writing the change in the address.

21. MISCELLANEOUS:

(a) Reservation of rights

No forbearance, indulgence or relaxation or inaction by the Parties at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of the Parties to require performance of that provision. Any waiver or acquiescence by the Parties of any breach of any of the provisions of this Agreement shall not be construed as a waiver or

acquiescence of any right under or arising out of this Agreement or of the subsequent breach, or acquiescence to or recognition of rights other than as expressly stipulated in this Agreement.

(b) Severability

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other Applicable Laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

(c) Amendment

No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereto or any rights arising here from shall be valid or binding unless made in writing and duly executed by both Parties.

(d) Counterparts

This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. The Parties will be signing such counterpart.

(e) Entirety

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Schedule 'D' Apartment.

(f) Stamp Duty, Registration Charges etc.

- i) The stamp duty payable on this Agreement, shall be borne by the Purchaser/s exclusively.

- ii) The stamp duty and registration fee or any demands for deficit prevailing on the Sale Date, legal expenses for the documentation of this Agreement and the Sale Deed and all other miscellaneous and incidental expenses for execution and registration of Sale Deed, shall be borne by the Purchaser/s exclusively. The Owners/Developer shall have no liability in respect thereto. The Purchaser/s acknowledges that without payment of applicable stamp duty and registration fee the Developer will not be able to execute sale deed in favour of the Purchaser/s therefore the Owners/Developer shall be deemed to have discharged of its obligation to register the sale deed in favour of the Purchaser/s upon sending an intimation to the Purchaser/s that Owners/Developer are willing execute the sale deed in favour of the Purchaser/s subject to Purchaser/s discharging all his/her/their obligations under this agreement and paying the required cost of registration including applicable stamp duty and registration fee.

(g) Dispute Resolution

All or any dispute arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act. Any other aspect not covered by the Act pertaining to this Agreement, to be adjudicated by the competent court of law under the relevant provision of the Applicable Law.

(h) Governing law and Jurisdiction

The provisions of this Agreement shall, in all respects, be governed by, and construed in accordance with the laws of India. The Parties agree that the courts in Bangalore shall have jurisdiction. The Regulatory Authority or the Appellate authority under the Rules framed by the Government of Karnataka would have jurisdiction for the matters arising under this Agreement and falling under the Act.

:SCHEDULE 'A' PROPERTY:

(Description of the entire property)

ALL THAT piece and parcel of immovable property with all compound walls on all the four sides, bearing Municipal New No. 5 (old No. 6), North Road, Bangalore, Civil Station, BBMP Ward No. 86, Maruthi Seva Nagar, Bangalore (new PID No.059-W0032-15, (old PID No, 86-23-5)), consisting of land measuring on North 90 feet 9 inches, on South 77 feet 9 inches, on East 157 feet and on West 152 feet, be the measurements a little more or less, totally measuring about 13038 sq.ft., together with existing buildings and out houses/structures thereon of about 3569.30 sq.ft., together with all rights, appurtenances whatsoever whether underneath or above the surface and bounded on the:

ON THE EAST BY : Private Property (Old No. 7, North Road, still earlier No. 31-Davis Road)

ON THE WEST BY : Private Property (Old No. 5, North Road)

ON THE NORTH BY : North Road

ON THE SOUTH BY : Private Property (Old No.30-G, Davis Road)

:SCHEDULE 'B' PROPERTY:

(Description of the undivided portion of the Schedule 'A' Property given by the Owners to the Developer for development)

87.5% (eighty seven point five percent) undivided share, right, title, interest and ownership in the Schedule 'A' Property measuring about 11408.25 sq.ft.

SCHEDULE 'C' PROPERTY

(Description of the undivided share in the Schedule 'A' Property hereby agreed to be sold to the Purchaser/s under this Agreement)

An *****% (***** percent) undivided share, right, title and interest equivalent to ***** square feet in Schedule 'A' Property has been agreed to be sold to the Purchaser by the 'Owners'/'Vendors' through the 'Developer' under this agreement corresponding to the Apartment as shown in the Schedule 'C' hereunder.

SCHEDULE 'D' RESIDENTIAL APARTMENT

(Description of the apartment agreed to be constructed under a separate construction agreement corresponding to the acquisition of Schedule 'B' Property)

A ***** Bed Room Apartment bearing No. ***** on the ***** Floor of the Building known as “JOSÉ ESPERANÇA”, constructed in the Schedule 'A' Property, having a super built up area measuring about ***** square feet, including proportionate share in common area such as passage, lobbies, lift, staircase and other areas of common use contained in the said building constructed on the Schedule 'A' Property with one car parking space exclusively earmarked for the sole use and enjoyment of the Purchaser.

SCHEDULE – 'E'

THE RIGHTS, RESTRICTIONS AND EXPENSES OF THE OWNERS & DEVELOPER, THEIR SUCCESSORS-IN-TITLE AND THE FUTURE PURCHASER/S (HEREINAFTER COLLECTIVELY REFERRED TO AS “PURCHASER/S”) ARE ENUMERATED HEREUNDER:

I. Rights of the /nominees/Purchaser/s:

In the course of ownership and enjoyment of Apartment constructed on the Schedule 'A' Property and the said Apartment Purchaser/s shall have the following rights:

- (a) Full right and liberty to the Purchaser/s and person/s authorized or permitted by the Purchaser/s (in common with all other persons entitled, permitted or authorized to the like right) at all times by day and night to go, pass and re-pass the staircase, passages and common areas inside and outside the said building save in the built up area belonging /in occupation of the other apartment owners.
- (b) Full right and liberty to the persons referred to supra in common with all other persons with or without motor cars or other permitted vehicles at all times, by day and night to go, pass and by pass over the land meant as a driveway to and from the said buildings constructed on the Schedule 'A' property.
- (c) The right to subjacent and lateral support, shelter and protection from the other parts of the said building and from the side and roof thereof.

- (d) The right to free uninterrupted passage of running water, soil, gas and electricity from and to the said building and to the said apartment through the water courses, sewers, drains, conduits, cables and wires which now are, or may at any time hereafter be, in under or passing through the said building or any part thereof subject to the other laws governing supply of electricity and water.
- (e) Right of passage to the Purchaser/s and his/her/their agents or workmen to the other parts of the said building and to the water tanks for cleaning, repairing or maintaining the same at all reasonable times after taking consent from the person appointed by majority or Owners of Apartments constructed on the Schedule 'A' Property.
- (f) Right to lay cables or wires through common walls or passages for radio, television, telephone, internet and such other installations, however having due regard to the similar rights of the other owners of apartments and Municipal and other Laws as applicable.
- (g) Subject to payment for common facilities and services, the right to enjoy the common services, facilities and recreation areas provided in the said building.
- (h) Absolute ownership and possession of the Apartment belonging to them.
- (i) The right to the use of common open area around the said building and the entrance area of the building.

II. **Restrictions on the rights of the Purchaser/s:**

The Purchaser/s shall be bound by the following restrictions and covenants in the course of ownership and enjoyment of the said apartment owned/belonging to them:

- (a) Not to raise any permanent construction on the apartment constructed for them in the Schedule 'A' Property.
- (b) Not to use or permit the use of the construction referred to the above apartment/s in a manner which would diminish the value,

utility of pipes, cisterns and other common amenities provided in the said project.

- (c) Not to decorate the exterior of the said building constructed on the Schedule 'A' Property, otherwise than in a manner agreed to by the majority of the owners of the apartment/s constructed on Schedule 'A' Property.
- (d) Not to make any arrangements for the maintenance of the exterior of the said apartment or the common amenities therein other than that agreed to by the majority of Owners of the Apartment/s in the said project.
- (e) Not to use the Schedule 'A' Property and the apartment/s owned by them for any business of purposes which is prohibited by law, Corporation Byelaws and the Byelaws of the Association/Society/ Apex Body that was formed by the Owners of the Apartments in the said project. To use their apartment/s only for residential purposes.
- (f) The Purchaser/s shall not at any time carry on in the apartment or in any part of the Schedule 'A' Property any activity which will be nuisance, annoyance or danger to the occupiers of the other apartment/s or affect the satisfactory utilization of the common areas, amenities and services and recreation areas and facilities.
- (g) The Purchaser/s shall reciprocate and recognize the rights of the other Owners in the building.
- (h) The Purchaser/s in the use and enjoyment of the Apartment/s shall not make any undue or excessive noise.
- (i) The Purchaser/s in the use and enjoyment of the apartment shall not make any structural changes or additions or alterations without the permission of the Developer.
- (j) The Purchaser/s in the use and enjoyment of the Apartment/s shall not do any act or suffer any omission which is likely to endanger the safety of the building or its walls, floors or roofs and/or give room for any fire hazards.

- (k) The Purchaser/s in the use and enjoyment of the Apartment/s shall not bring in or store and use any inflammable or hazardous materials including use of acid for cleaning of flooring.
- (l) The Purchaser/s shall not throw garbage or trash outside the Apartment/s but deposit the same only in places provided for the purpose.
- (m) The Purchaser/s shall not cause any obstruction to the use of any parking area not allotted to them.
- (n) The Purchaser/s shall not display any sign board or other posters in the building except in the space provided for that purpose.
- (o) The name of the Purchaser/s or his/her/their concern shall be put, in standardized letters and colouring only at the location/board that may be designated by the Second Party/Developer in the entrance lobby of the said building and at the entrance door of the particular Apartment but at no other place in the building.
- (p) No sign board, hoarding or any other logo or sign shall be put by the Purchaser/s on the exterior of the said building or of the exterior lobby, wall of the said Apartment or any other open spaces inside or outside the compound wall, where the building is situated though the Purchaser/s shall be entitled to select and carry out any decoration/painting of the interior of the said Apartment.
- (q) The Purchaser/s shall not do any act or thing that may adversely affect the aesthetic appearance/beauty of the building completed by the Developer nor do anything in the compound of the property which may cause any nuisance or obstruction or hindrance to the other Apartment Owners.
- (r) The Purchaser/s shall become and remain a member of the Association/Society (hereinafter referred to as the ORGANISATION) to be formed by all the Owners of the Apartments to be constructed on the Schedule 'A' Property for the purpose of attending to maintenance and safety of the said Building and all matters of common interest to the said Building and shall observe and

perform the terms and conditions and bye-laws/rules and regulations of such organization:-

- i) Such Organization shall be purely for the purpose of maintenance and management of the said building though each individual holder of the respective Apartment will be the Owner thereof and would own a fractional interest in the said Schedule 'A' property.
 - ii) The object of the said organization shall be to properly look after and manage the affairs of the said building and to collect from its members the proportionate share of the outgoings and of the other expenses of management and to pay to the authorities/persons concerned, such outgoings in time;
 - iii) Though the actual day-to-day working of the Organization may be attended by employees, a Managing Committee consisting of not less than 2 persons and not more than 5 persons shall be in active management of the affairs of the said Association;
 - iv) The Managing Committee shall be duly elected by a majority vote (the Owner of each Apartment having one vote) and the members of such Managing Committee shall hold office for a period of 2 years at a time and such election to take place every two years.
 - v) This Organization is not intended to be registered under any statutes, if not required by law.
 - vi) The Purchaser/s shall use all sewers, drains and water lines in the Schedule 'A' property in common with the other owners and permit free passage of water, sanitary, electrical line, passing through and along the property and the building/s thereon.
- (s) The Purchaser/s shall duly and punctually pay their proportionate share of municipal taxes, rates and cesses, insurance charges, cost of maintenance and management of the building, charges for services like water, sanitation, electricity etc., cost of maintenance of common areas, internal pathways/road, salaries of employees of the organization and other expenses with regard to the building and/or the Project as may be determined by the managing committee of the Organization.

- (t) The Purchaser/s shall proportionately pay the expenses of maintenance of the common services in the building/Project and the routine maintenance like painting, washing, cleaning and replacing the electrical and mechanical parts of machineries, sanitary, electrical installations and common to the building/project.
- (u) The Purchaser/s shall not park any vehicle in the car parking area reserved in the basement/ground floor for other apartment holders.
- (v) The Purchaser/s is/are prohibited from bringing and parking any Heavy Motor Vehicles under the porch both in front and rear of the apartment building or into the Schedule 'A' Property.
- (w) The Purchaser/s shall not alter or subscribe to the alteration of the name of the Project which is to be decided by the Owners/Developer.
- (x) The Purchaser/s shall not have any claim on the terrace area as specified and garden areas which should be to the sole use the Owners/Developer or to the person who has allotted by the Owners/Developer to make exclusive use of it.

III. Obligations on the part of the Purchaser/s:

The Purchaser/s shall bear their proportionate share of the following expenses:

- a) All rates and outgoings payable, if any, in respect of the Schedule 'A' Property.
- b) The expenses of routine maintenance of the said building including painting, white washing, cleaning etc., and provision of any common service to the building as set out below:
 - i) Maintenance and replacement of pump sets, lift, D.G. set, sewage treatment plant (STP), solar water heater and other machinery, electrical lines common to the said building.
 - ii) Replacement of bulbs in corridors and other common places.

- iii) Maintenance of potted plants in the building.
- iv) Provision for watchman/liftman/electrician/sweepers and other common staff.
- v) Maintenance and management of the common services and amenities as well as the common areas of the entire Project as may be decided by the Developer/Organization from time to time.
- vi) Should the Purchaser/s default in any payment due for any common expenses, benefits or amenities the Organization/Apex Body formed by the Apartment holders, shall have the right to disconnect common amenities including electricity and water connections from the Purchaser/s enjoyment.

IN WITNESS WHEREOF THE PARTIES HERETO AFFIX THEIR SIGNATURES TO THIS AGREEMENT ON THE DAY, MONTH AND YEAR HEREINABOVE FIRST MENTIONED IN THE PRESENCE OF THE UNDERMENTIONED WITNESSES:

WITNESSES:

1.

‘OWNERS’/‘VENDORS’

**REPRESENTED THEIR POWER OF
ATTORNEY HOLDER, M/S. SINDHURI
INFRA PROJECTS**

2.

‘DEVELOPER’

‘PURCHASER/S’

ANNEXURE I
PAYMENT PLAN FOR SALE CONSIDERATION

Sl. No.	Particulars	
1	Project	“JOSÉ ESPERANÇA”
2	Unit No. & Floor	
3	Undivided share in Land (%)	
4	Undivided share in Land (Sq. Ft.)	
5	Land Cost	Rs. *****/-

	Payment Schedule	Date	Amount (Rupees)
1	Initial Payment (Advance)		
2	On Handover		
	Total		

ANNEXURE II
PAYMENT PLAN FOR CONSTRUCTION COST

Sl. No.	Particulars	
1	Project	“JOSÉ ESPERANÇA”
2	Unit/Apartment No. & Floor	
3	Construction Cost	Rs. *****/-

	Payment Schedule	Date	Amount (Rupees)
1	Initial Payment (Advance) including EMD		
2	2 nd Installment on or before		
3	3 rd Installment on or before		
4	4 th Installment on or before		
5	5 th Installment on or before		
6	On Handover		
	Total		

ANNEXURE III SPECIFICATIONS

Structure	:	RCC Framed Structured
Material & thickness external wall	:	6" Solid Block
Material & thickness internal wall	:	4" Solid Block
Others	:	Clay Block where ever it is required
Plastering	:	Cement plastering
Flooring (Rate/sft)		Material Proposed
Lobby @ Rs.100 to Rs.150 /Sft	:	Granite 20 mm Thickness
Stair Thread @ Rs.100 to Rs.150 /Sft	:	Granite 20 mm Thickness
Stair Riser @ Rs.100 to Rs.150 /Sft	:	Granite 20 mm Thickness
Living Room Floor @ Rs.200 to Rs.300 /Sft	:	Italian Marble
Living Room Skirting @ Rs.200 to Rs.300 /Sft	:	Italian Marble
Dining Room Floor @ Rs.200 to Rs.300 /Sft	:	Italian Marble
Dining Room Skirting @ Rs.200 to Rs.300 /Sft	:	Italian Marble
Bed Room Floor @ Rs.100 -Rs.150 / Sft	:	Wooden flooring or Double charged Vitrified Tiles (3 *3 Size)
Bed Room Skirting Rs.100 -Rs.150 / Sft	:	Wooden flooring or Double charged Vitrified Tiles (3 *3 Size)
Kitchen Flooring @ Rs.100 -Rs.150/ Sft	:	Wooden flooring or Double charged Vitrified Tiles (3 *3 Size)
Kitchen Skirting Rs.100 -Rs.150/ Sft	:	Wooden flooring or Double charge Vitrified Tiles (3 *3 Size)
Bathroom Flooring @ Rs. 50 - Rs.60 /Sft	:	Antiskid Vitrified Tiles – (Size 2 * 2)
Balcony Flooring @ Rs. 50 - Rs.60/Sft	:	Antiskid Vitrified Tiles – (Size 2 * 2)
Balcony Skirting @ Rs. 50 - Rs.60 /Sft	:	Antiskid Vitrified Tiles – (Size 2 * 2)
Terrace	:	Brick Bats Coba with water proofing chemical treatment on top clay tiling.
Watchman Flooring @ Rs. 50 - Rs.60	:	Antiskid Vitrified Tiles – (Size

/Sft	:	2 * 2)
Servant Toilet @ Rs. 50 - Rs.60 /Sft	:	Antiskid Vitrified Tiles – (Size 2 *2)
Kitchen Counter @ Rs.200 - Rs.300 /Sft	:	Superior Quality Granite for Modular kitchen 20 mm thickness is advisable if not 30 mm
Bathroom Counter @ Rs.200 - Rs.300 / Sft	:	Superior Quality Granite
Window sill @ Rs.100 - Rs.150 /Sft	:	Granite
Threshold @ Rs.100 - Rs.150 /Sft	:	
	:	
Wall Dadoing (Rate/sft)	:	Material /Height Proposed
Lift @ Rs.100 - Rs.150 /Sft	:	Granite (All around the lift upto ceiling)
Kitchen @ Rs.50 /Sft	:	2 ½ ft above the counter
Bath Room @ Rs.50 /Sft	:	Upto the ceiling
Servant Toilet @ Rs.30 - Rs.40 /Sft	:	
	:	
Painting (Rate/sft)	:	Proposed Make/Type of Material
Interior of Apartment	:	Royal Emulsion from Asian or Equivalent
Exterior of Apartment	:	Asian Apex / Ultima or Equivalent
Common areas - lobby and stair well	:	Royal Emulsion from Asian or Equivalent
Common areas - basement/stilt	:	Tractor Emulsion
Watch man room	:	Tractor Emulsion
Servants Toilet	:	Tractor Emulsion
Others	:	Designer Paints in Living wall.
	:	
Plumbing if applicable (Rate)	:	Proposed Make of Material/Description
Taps and fittings	:	Toto or Kohler Fittings in the range of Rs.3000-5000
Flushing	:	Toto or Kohler Fittings with Model Toto TTBB301
EWC	:	Toto or Kohler Fittings with Model Toto CW580 K & CW822J
Wash Basin	:	Toto or Kohler Fittings in the Range of Rs.3000-5000
Sink	:	Franke Swiss Make

One point in Kitchen for Corporation water	:	Providing
Separate line for Bore and Corporation water	:	Providing
Water pipes	:	Astrol Or Equivalent make
Sewage pipes	:	PVC of ISI standards
Sullage Pipes	:	PVC of ISI standards
Rain Water Pipes	:	PVC of ISI standards
External plumbing in Ducts	:	PVC of ISI standards
concealed master stop cock for Kitchen/Bath	:	As required
Geysers	:	As required
Others	:	Solar line in Kitchen
Sewage Treatment Plant (STP)	:	Providing
Borewell & Cauvery Water	:	Providing
	:	
Electrical If Applicable	:	Proposed Make of Material / Description
Cables colour coded	:	Finolex Fire retarding or Equivalent Make 2.5 sq mm for switches - Black and red 1.5 sq mm for light points, & fans- Blue and yellow 1 sq mm - for Earthing - Green 1 sq mm- 2-way light and 1 calling bell - Red 4 sq mm - Geyser AC , kitchen circuits - Red and black 4 sq mm - 3 phase – for Generator, Motor & lift etc... - red , black, blue and yellow - 4 sq mm From flat to panel boars - 4 sq mm red and black

		2.5 mm red and black, 1 sq mm - Green
Earthing pits	:	Earthing pits for Flats, extra pits for common areas, borewells, lift and generator.
Switches & Points	:	Legrand modular range or Equivalent make
A/C Points in Bedroom	:	Providing
Geyser point in kitchen Bathroom	:	Providing
RO Point in Kitchen	:	Providing
Washing machine point in utility	:	Providing
Internal Data and TV cabling	:	Provided in all Living and Bed rooms
MCB & ELCB	:	Yes and RCCB for shock proof
Generator	:	Kirloskar make with acoustic panel (sound proof) as per the Norms of CPCB-2
Back Up Power	:	Provided to whole apartment
	:	
Woodwork/Polymer	:	Proposed Type of Material/Description
Front door and fittings	:	Teak wood and fittings
Front door frame (ht and width)	:	Teak wood - 8 Ft height / 4 Ft width (5 * 4 section)
Interior door and fittings	:	Teak veneer panel Doors and fittings
Interior door frames (ht and width)	:	8 Ft height / 3 Ft width - Teak wood and fittings
Bathroom door and fittings	:	Teak veneer panel Doors
Bathroom door frames (ht and width)	:	8 Ft height / 3 Ft width - wooden Teakwood shutters
Windows with mesh and fittings	:	UPVC windows sound proof
Banisters	:	
Louvered Bathroom windows	:	UPVC windows
Others	:	Exhaust Fan provision provided with in the window
Balcony doors	:	UPVC sound proof
	:	
Others	:	Proposed Type of Material/Description
8 Passenger elevator	:	Schindler or Kone automatic 8 passenger Lift with no machine room
Intercom	:	Providing with Broadband

Capacity of Generator	:	Kirloskar 50-65 kw
CCTV surveillance	:	In common Areas and in Parking Area
Rain Water Harvesting	:	As per the site physical condition
Piped Gas	:	Pipes from utility /Balcony
Sunken Bathroom/ False ceiling	:	False Ceiling in Living, Dining and Bed Rooms
Sunken Bathroom with Weep Holes	:	Providing

**ANNEXURE IV
COMMON AREAS IN THE PROJECT**

**ANNEXURE V
COMMON AMENITIES AND FACILITIES OF THE PROJECT**

**ANNEXURE VI
OTHER COSTS CHARGES AND EXPENSES**