

AGREEMENT TO SELL

This **AGREEMENT** made at Bangalore on this the ____th day of ____, Two Thousand & Seventeen (____-____-2017).

BETWEEN

1. **Mr.**_____, son of Mr._____, aged about ____ years,
PAN:_____.
2. **Mrs.**_____, wife of Mr. _____, aged about ____
years, PAN: _____.

Residing at _____.

hereinafter referred to as “ **Purchaser** ” (which expression shall wherever the context so requires or admits, mean and include their legal heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**;

AND

M/s Arya Gruha Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at No.181, Ground Floor, Amarjyothi Layout, intermediate Ring Road, Domlur, Bangalore – 560 071 represented by its Director and authorized signatory, Mr. Ramnarain C.K.

hereinafter referred to as the “**Developer**” (which expression shall, unless it be repugnant to the context or meaning thereof, include its successors in title, administrators and assigns) of the **SECOND PART**;

And

1. **Mr. M. Manjunath**,
Aged about 55 years,
s/o late.Muniswamappa.H
(for self and his son Vineeth M, aged about 18 years and as KARTA of the HUF)

- 1.1. **Mrs. Roopa B**,
Aged about 50 years,
w/o Mr. M Manjunath,

- 1.2. **Mr. Mohith M**,
Aged about 27 years,
s/o Mr. M Manjunath,

2. **Mrs. Rukkamma**,
Aged about 80 years,
w/o late Muniswamappa H,

Nos. 1, 1.1, 1.2 and 2 are all residing at No. 72, “Vanasri”, Vaddarapalya, Gottigere Post, Bangalore – 560 083.

hereinafter referred to as the “**OWNER**” or **LANDLORD**” (which expression shall unless the context otherwise require include their respective heirs, legal representatives, successors, administrators and assigns) of the THIRD PART; **who are all represented herein by their duly constituted Power of Attorney Holder** M/s Arya Gruha Private Limited, represented by its Director and authorized signatory, Mr. Ramnarain C.K. constituted under a registered power of attorney dated. 30-03-2009 registered as document no. JPN-4-00411-2008-09 and stored in CD No. JPND41 in the office of the Sub Registrar, J.P.Nagar, Bangalore.

Whereas:

- I. Smt.Channamma, wife of late Kempanna @ Kempaiah conveyed the Property bearing Survey No.28/2 in favour of Sri. Hanumanthappa, son of Yarappa under a Deed of Sale dated 24.11.1962 (registered as Document No.5285/1962-63 of Book-I, Volume-355 at Pages 158 to 160 in the Office of Sub-Registrar Bangalore South Taluk)
- II. Sri. Hanumanthappa, son of Yarappa, his wife Smt. Seethamma and their eldest son Sri. H. Muniswamappa expired intestate, leaving behind Jayanna. H, son of late Hanumanthappa, Rukkamma, wife of late H.Muniswamappa and her children Premakumari.M, Saraswathi.M and Manjunath.M as the surviving legal heirs to succeed to the estate of the deceased.
- III. Pursuant to the death of Hanumanthappa, his son Sri. Jayanna.H and grandson Sri. M.Manjunath, son of late H. Muniswamappa were jointly registered as the kathedars of the Property bearing Survey No.28/2, along with other lands as reflected in Inheritance Register Extract bearing IHC No.23/1983-84.
- IV. Sri. H. Jayanna and Sri. M. Manjunath (grandson of late Hanumanthappa partitioned their joint family properties, which was recorded under a Memorandum of Partition dated 19.08.1986, wherein the Property bearing Survey No.28/2 was allotted to the share of Sri. M. Manjunath, son of late Muniswamappa under Item No.4 of the Subject ‘B’ of the Deed therein). Accordingly, Sri. M. Manjunath, son of late Muniswamappa was registered as the kathedar of the Property in the revenue records vide Mutation entry bearing MR No.45/2005-06.
- V. M.Manjunath has obtained conversion of the Property bearing Survey No.28/2, measuring 2 Acres 10 Guntas from agricultural to non-agricultural residential purposes vide Order No.ALN.SR(SU)14/2007-08 dated 23.1.2009 issued by Deputy Commissioner, Bangalore District (which is hereinafter referred to as the **Schedule A Property**).
- VI. M.Manjunath and his family members, for their legal and family necessities, entered into a Joint Development Agreement dated 30-03-2009 (registered as Document No. JPN-1-06509-2008-09 and stored in CD No. JPND41 in the office of the Sub Registrar, J. P. Nagar, Bangalore) with M/s Arya Gruha Private Limited (hereinafter Developer) the Developer for developing the Schedule “A” Property by constructing Residential Apartments. H. Jayanna

and his family members have executed the said Joint Development Agreement as Confirming Parties.

- VII. The Developer is entitled to 65% share in the land and building and the owners are entitled 35% share in the same as per the said Joint Development Agreement.
- VIII. Pursuant to the aforesaid Joint Development Agreement, the Owners have executed a Power of Attorney dated 30-03-2009 in favour of the Developer for development of the property and sale of the Developers share of the apartments constructed on the property.
- IX. The Developer has formulated a scheme for development of the Schedule "A" property and obtained a sanction from the Bruhat Bangalore Mahanagara Palike vide L.P.No.BBMP/AN/JN(NYD)/0540/2012-13 dated 24/10/2013 for construction of residential building.
- X. The Developer, **out of its share**, has offered to sell to the Purchaser and the Purchaser has/have agreed to purchase, **___sft / 98010sft** undivided interest, more fully described in Schedule "B" herein and hereinafter referred to as the Schedule "B" property, for a consideration of **Rs. _____/- (Rupees _____ only)** on **___/___/2017** and now this agreement being executed to record the terms of the same.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

Article -1 CONSIDERATION

- 01. The Purchaser shall pay the Developer a sum of **Rs. _____/- (Rupees _____ only)** as set out in Annexure-I to this agreement.
- 02. Interest at the rate of 12 % p. a shall be payable for delayed payments.

ARTICLE -2 AGREEMENT TO SELL

- 01. In consideration of the Purchaser paying the in advance sale consideration of **Rs. _____/- (Rupees _____ only)** to the Developer, the Owners and the Developer agrees to convey, grant and transfer unto the Purchaser the Schedule B Property subject to the terms and conditions mentioned herein.
- 02. The Purchaser agree/s to have an apartment (more fully specified in Schedule C hereunder) constructed proportional to the Schedule B property through the Developer herein as per the design for the entire area as per a separate agreement to be entered into with the Developer more fully specified in Schedule C hereunder.

03. The conditions mentioned in Annexure D of the Agreement to Construct the Schedule C Apartment dated ___/___/2017, relating to the use of the apartments, common areas, etc shall be deemed to be a part of this agreement.

ARTICLE-3 TIME FOR PERFORMANCE

01. The Owners and the Developer agree to execute and register the sale deed in respect of the Schedule B property in favour of the Purchaser on completion of obligation of the Purchaser under the Agreement of Construction dated ___/___/2017 and under this agreement.

Article-4 REPRESENTATIONS AND WARRANTIES

01. The Owners represent that their title to the Schedule B property is clear and marketable, that there are no defects, encumbrances, liens, court decrees, lispendens, attachments, acquisitions, trust or tenancy of any nature whatsoever, claim of maintenance, charges and/or claims of what so ever nature and the same is free from any legal or other hindrances. In case of any legal claims by any other party other than mentioned in the agreement or any other legal charges regarding to land, owners shall be held responsible for clearing it.
02. The Owners represent that they have not entered into any other agreement to sell the Schedule B property with any other person/s.

Article 5 – TERMINATION

01. In the event the entire consideration not being paid as agreed to in Article 1 on the due dates, the Developer shall have the option to terminate this agreement and forfeit such sum as may be necessary from the advance paid to offset for the loss suffered due to non-discharge of obligations under this agreement.
02. The forfeiture as above said shall not affect the right of the Developer to claim damages from the Purchaser if the advance paid is not sufficient to cover the same.

Article 6 – RERA

01. All rights, obligations and terms under this agreement are subject to the requirements of Real Estate (Regulation and Development) Act 2016 and the parties agree to modify this agreement to comply with the same as applicable.

SCHEDULE 'A'

All that piece and parcel of residentially converted land vide the Special Deputy Commissioner Official Memorandum dated 23.01.2009 bearing No.ALN SR(S.U)14/2007-08 from agricultural to non-agricultural residential use comprised in **Survey No.28/2, BBMP Khatha No.12/12/28/2** situated at Kothnur Village, Uttarahalli Hobli, Bangalore South Taluk, measuring **2 Acres 10 Guntas** and bounded on the:

ON THE EAST	:	Land bearing Survey No.28/3;
WEST	:	Road
NORTH	:	Land bearing Survey No.28/1;
SOUTH	:	Village boundary of K.Halli Village;

SCHEDULE – 'B'

____/98010 sft of undivided right, title and interest in the Schedule-A property.

SCHEDULE – ‘C’

Apartment No._____, (**___ BHK**) **BLOCK NO.**____ in the building called “**ARYA HAMSA GRANDE**” on the _____ **Floor**, to be constructed on the Schedule ‘A’ property proportionate to the schedule B property having a super built up area (i.e. plinth area + proportionate share of common area) of _____ **sq.ft** along with _____ **Covered car park no.**_____ in the basement / Stilt.

IN WITNESS WHEREOF the Parties abovementioned have executed this agreement on the day, date and year first mentioned

Owners

(Represented by its Director and authorised signatory,
Mr.Ramnarain.C.K.)

1. _____ 2. _____
Purchaser

Developer

(Represented by its Director
and authorised signatory, Mr.Ramnarain.C.K.)

WITNESSES

1. _____ 2. _____

ANNEXURE I
Schedule of payment

1) On ____/____/2017	Rs._____/-
2) On ____/____/2017	Rs._____/-
Total	Rs._____/-
(Rupees _____ only)	

Owners

(Represented by its Director and authorised signatory,
Mr.Ramnarain.C.K.)

1.	2.
Purchaser	

Developer

(Represented by its Director
and authorised signatory, Mr.Ramnarain.C.K.)

AGREEMENT OF CONSTRUCTION

This **AGREEMENT** made at Bangalore on this the ____th day of _____, Two Thousand & Seventeen (____-____-2017).

BETWEEN

3. Mr. _____, son of Mr. _____, aged about ____ years, PAN: _____.
4. Mrs. _____, wife of Mr. _____, aged about ____ years, PAN: _____.

Residing at _____.

hereinafter referred to as “ **Purchaser** ” (which expression shall wherever the context so requires or admits, mean and include their legal heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**;

AND

M/s Arya Gruha Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at No.181, Ground Floor, Amarjyothi Layout, intermediate Ring Road, Domlur, Bangalore – 560 071 represented by its Director and authorized signatory, Mr. Ramnarain C.K.

hereinafter referred to as the “**Developer**” (which expression shall, unless it be repugnant to the context or meaning thereof, include its successors in title, administrators and assigns) of the **SECOND PART**;

Whereas

- A. Smt.Channamma, wife of late Kempanna @ Kempaiah conveyed the Property bearing Survey No.28/2 in favour of Sri. Hanumanthappa, son of Yarappa under a Deed of Sale dated 24.11.1962 (registered as Document No.5285/1962-63 of Book-I, Volume-355 at Pages 158 to 160 in the Office of Sub-Registrar Bangalore South Taluk)
- B. Sri. Hanumanthappa, son of Yarappa, his wife Smt. Seethamma and their eldest son Sri. H. Muniswamappa expired intestate, leaving behind Jayanna. H, son of late Hanumanthappa, Rukkamma, wife of late H.Muniswamappa and her children Premakumari.M, Saraswathi.M and Manjunath.M as the surviving legal heirs to succeed to the estate of the deceased.
- C. Pursuant to the death of Hanumanthappa, his son Sri. Jayanna.H and grandson Sri. M.Manjunath, son of late H. Muniswamappa were jointly registered as the kathedars of the Property bearing Survey No.28/2, along

with other lands as reflected in Inheritance Register Extract bearing IHC No.23/1983-84.

- D. Sri. H. Jayanna and Sri. M. Manjunath (grandson of late Hanumanthappa partitioned their joint family properties, which was recorded under a Memorandum of Partition dated 19.08.1986, wherein the Property bearing Survey No.28/2 was allotted to the share of Sri. M. Manjunath, son of late Muniswamappa under Item No.4 of the Subject 'B' of the Deed therein). Accordingly, Sri. M. Manjunath, son of late Muniswamappa was registered as the kathedar of the Property in the revenue records vide Mutation entry bearing MR No.45/2005-06.
- E. M.Manjunath has obtained conversion of the Property bearing Survey No.28/2, measuring 2 Acres 10 Guntas from agricultural to non-agricultural residential purposes vide Order No.ALN.SR(SU)14/2007-08 dated 23.1.2009 issued by Deputy Commissioner, Bangalore District (which is hereinafter referred to as the **Schedule A Property**).
- F. M.Manjunath and his family members, for their legal and family necessities, entered into a Joint Development Agreement dated 30-03-2009 (registered as Document No. JPN-1-06509-2008-09 and stored in CD No. JPND41 in the office of the Sub Registrar, J. P. Nagar, Bangalore) with M/s Arya Gruha Private Limited (hereinafter Developer) the Developer for developing the Schedule "A" Property by constructing Residential Apartments. H. Jayanna and his family members have executed the said Joint Development Agreement as Confirming Parties.
- G. The Developer is entitled to 65% share in the land and building and the owners are entitled 35% share in the same as per the said Joint Development Agreement.
- H. Pursuant to the aforesaid Joint Development Agreement, the Owners have executed a Power of Attorney dated 30-03-2009 in favour of the Developer for development of the property and sale of the Developers share of the apartments constructed on the property.
- I. The Developer has formulated a scheme for development of the Schedule "A" property and obtained a sanction from the Bruhat Bangalore Mahanagara Palike vide L.P.No.BBMP/AN/JN(NYD)/0540/2012-13 dated 24/10/2013 for construction of residential building.
- J. The Developer, **out of its share** has offered to sell to the Purchaser and the Purchaser has/have agreed to purchase, **609/98010 sft** undivided interest, more fully described in Schedule "B" herein and the corresponding Apartment more-fully described in the Schedule C for a consideration of **Rs. _____/- (Rupees _____ only)** on **___/___/2017** and now this agreement being executed to record the terms of the same.

- K. The Purchaser have entered into an Agreement to Sell dated ___/___/2017 with the Owner for purchase of the Schedule "B" property.
- L. The Purchaser in conformity with the agreement to sell dated ___/___/2017 is entering into this agreement to have an apartment which is more-fully described in the Schedule C, constructed as per the terms and conditions set out in this agreement and as per the specifications set out in Annexure B to this Agreement.

Now this Agreement witnesseth as follows:

I- **CONSTRUCTION:**

1. The Developer agrees to construct the Schedule C Apartment on the terms and conditions stipulated in this agreement.
2. The Parties agree that the Purchaser shall not be entitled to demand separately, performance of only this agreement or only the Agreement to sell undivided share dated ___/___/2017 entered into between the parties.

II- **CONSIDERATION AND PAYMENT SCHEDULE:**

1. The Purchaser shall pay to the Developer, a total sum of **Rs. _____/- (Rupees _____ only)** as consideration for the construction of the schedule C Apartment along with the One Covered Car Park in the basement/stilt, BWSSB & BESCOM Deposit and expense/infrastructure account, Generator, Club Charges and includes GST as applicable today and to be paid in the manner provided for in Annexure-, C after deducting any advance already paid towards the Schedule C Apartment. Any variations in the statutory levies shall be borne by the Purchaser.
2. In addition to the aforesaid consideration, the Purchaser shall also pay to the Developer, Charges for any additional work or for any alteration / modification in or relating to the Schedule C Apartment at the request of the Purchaser, or for enhancing or providing any additional Facility or Utility in the same.
3. In addition to the aforesaid consideration, the Purchaser shall also pay to the Developer, Charges for providing solar water heater provision to the Schedule C Apartment if it is made mandatory by BESCOM authorities for providing Electricity.
4. The Purchaser agrees and covenants not to claim any right in respect of the Schedule-B or C Property till such time the Purchaser has made and/or deposited all the amounts agreed to be paid or deposited by the Purchaser.
5. In the event of any delay or default on the part of the Purchaser to pay the amount payable by him to the Developer on the due date as stipulated, the

Developer shall be entitled to issue a notice in writing giving one month's time to pay up the amounts due.

6. If the Purchaser fail/s within the said period of one month to clear all dues, this agreement and all other agreements between the parties shall stand terminated and thereafter, the Developer shall be free to deal with and dispose off the Schedule-B and Schedule-C Property, to any one else without reference to the Purchaser.
7. On such termination, the Developer shall appropriate damages suffered and refund the balance to the Purchaser within three months from the date of termination of this agreement.
8. Without prejudice to the right of forfeiture reserved herein, the Developer may, at its discretion, accept an overdue interest at 15% per annum for the period of delay in making the payment.
9. The parties agree that it shall not be obligatory on the part of the Developer to serve any notice calling upon the Purchaser to make any payment as required under this agreement.
10. The parties agree that delay in payment as aforesaid may also lead to delay in the handing over the particular apartment, by a period of time that is equal to the time of delay in making the payment, and the Purchaser shall make no claims for compensation for the same.

III- SPECIFICATIONS :

1. The Developer has agreed to provide quality construction, fittings and finish as specified and detailed in "Annexure B" for the purpose of residential living.

IV- SANCTIONS :

1. The Developer agrees to obtain all the necessary statutory approvals / licenses required to construct the Schedule C Apartment.

V- SPECIFIC REQUIREMENTS

1. The Purchaser shall be entitled to request for modifications / alterations pertaining to his/her/their apartment from that specified in Annexure– B, if permissible as per the approved plan within a period of three months from today or before the completion of internal plastering, whichever is earlier.
2. The Purchaser shall be provided a maximum of two sittings or 2 hours (whichever is lesser) with the Architects / Project Management Team of the Developer, free of charge for settlement of specifications, if required. Any time over and above that requested for by the Purchaser is chargeable at the rate of Rs.5,000/- per hour.

3. All such meetings shall be only during working hours on working days and with prior appointment at the site, Developer office or the Architects office at the option of the Developer.
4. Any changes required from the specifications in Annexure - B shall be treated as final on the relevant drawings and costing spreadsheet being signed in acceptance by the Purchaser. Instructions by phone, fax or direct communication with the site engineers in this regard is not permissible and will not be accepted in this regard.
5. Ignorance or inability to read the drawings shall not be a basis for asking for changes after the agreed period and finalisation of the drawings.
6. The client specific requirements shall not be discussed with the engineers / Project Manager at site and no instructions will be taken at the site by them. All discussions regarding specific requirements shall be discussed only with the Architect-in-Charge of the Project/ project management team.
7. External agencies including carpenters, electricians, modular kitchen providers are not permitted to carry out any work within their Apartment, before the handing over of the property.
8. In case of delay in finalising the above mentioned details, the handing over date for the particular apartment shall be decided by the Developer after receiving all the signed drawings and costing sheets and this date shall be a minimum of six months after the date of receipt of the above mentioned drawings and costing sheets.
9. On finalisation of drawings, cost sheet the Purchaser need to make the entire payment for the change request in advance.
10. The Developer shall have the right to disallow any request for modification and the same shall be final and binding on the Purchaser.

VI- COMPLETION DATE:

1. Subject to any delay caused by Force majeure, the Developer agrees to complete the building of the Schedule-C Apartment by **30th September 2018** subject to the Purchaser complying with his obligations under this agreement. The Developer shall be allowed a grace period of 6 months for the completion of the project on the grounds of delay in supply of materials, labour, etc., or any such other reasons which directly affects the activity of construction.
2. In case the Developer fails to complete the Schedule-C Apartment before the date mentioned above for reasons other than those specified in this agreement, the Developer will pay penalty at the rate of Rs.8,000/= per month for a 2BHK and Rs.10000/- per month for a 3BHK apartment for the period of delay beyond the date mentioned above. However the Purchaser at his/her/their option can grant reasonable extension for completing the project in writing on request of the Developer.

VII- COMMUNICATION:

1. Unless otherwise specified in this agreement, all letters, receipts, or notices shall be issued by the parties to the address given in this agreement.

VIII- FORCE MAJEURE:

1. In the event of non availability of building material in the market or any other impedance consequent to force majeure conditions such as war, act of god, flood, riot, etc. or due to any notice, injunction or stay or other court order, change in law, notification of the government, or any other public or competent authority or for any other reason which is beyond the control of the Developer and results in delay in completion of construction, the Purchaser shall give reasonable extension to the Developer for handing over the possession of the Schedule-C apartment.

IX- LIABILITIES:

1. The Developer shall keep the Purchaser fully indemnified and harmless against all losses or liabilities, claims, cause of action or proceedings that may arise against the Purchaser, by reason of any failure on the part of the Developer to discharge their liabilities/obligations under this agreement or on account of any act of commission or omission in using the Schedule-A Property or putting up the apartment or on account of failure to fulfill or observe statutory or legal obligations or directions in relation to the construction of the Apartment.

X- CLAIMS / DAMAGES DUE TO ACCIDENTS:

1. Any claims for damages due to any accident or negligence lodged by any authorities, third persons, labour, sub-contractors, neighbours etc. in connection with the construction of the project shall be borne by the Developer.

XI- ARCHITECTURAL DESIGN AND NAME OF THE PROJECT :

1. Any decisions that may be taken from time to time by the Architects / Engineers appointed by the Developer shall be final and binding as regards to specifications and amenities and/or fixtures and fittings provided therein. It is specifically agreed that no request can be made by the Purchaser regarding the location of transformer / generator / pumps / motors / elevator / entrance ramp / individual parking lots / overhead tank/ underground sump tank / swimming pool and other common amenities.

2. The Developer has named the project as Arya Hamsa Grande and shall alone be entitled to change the name at a later stage if found fit. The Purchaser shall have no right to change or modify the same.

XII- ENTRY TO SITE:

1. Entry to site before handing over shall be permitted only on working days with prior appointment. The Purchaser shall not be permitted to enter the site without written permission from the Developer. No “House Warming” / “Gruha Praveshan” ceremonies shall be permitted before the Handing Over of the apartment. No external agencies / carpenters / modular kitchen agencies etc. shall be permitted to carry out any work in the Schedule-C apartment of the Purchaser before the Handing Over of the same.

XIII- TRANSFER OF RIGHTS :

1. The Purchaser shall not be entitled to assign the rights under this agreement without prior written permission from the Developer and on payment of Rs.200/- per sq ft to the Developer in this regard. If the Purchaser wishes to sell the Schedule-C Apartment at any later date after registration of sale deed, he/she/they hereby agrees and undertakes to include all terms of this agreement as a condition of sale, unless otherwise modified by the Association / Society from time to time.

XIV- TERMINATION OF AGREEMENT :

1. If the Purchaser fail/s to make payments as per this agreement, his/her Agreement to Sell as well as Agreement of Construction shall stand automatically cancelled after the issuance of a one month notice for compliance by the Developer and failure of the Purchaser to comply.
2. If the Agreement to Sell entered into between the Purchaser and the Developer stands terminated for any reason as set out in the said agreement, then this agreement also shall stand terminated automatically.

XV- TITLE :

1. The Purchaser has/have examined the title deeds relating to the Schedule-A Property and is fully satisfied that the Owner has a good and marketable title free from all encumbrances, charges and liens etc.

XVI- WARRANTY :

1. The Developer will provide warranty on basic construction, plumbing, masonry and electrical work excluding consumables like electrical and sanitary fittings and make do all changes/repairs free of charge for a period of Six Months.
2. Warranty for all other consumables or equipment like generators, lifts are provided by the respective manufacturers on their standard terms.

XVII- POSSESSION:

1. The Purchaser shall be entitled to be put in possession of the Schedule C Apartment on completion of the same as set out above provided all payments due to the Developer under this agreement and under the Agreement to Sell of undivided interest in the land are fully paid.
2. The Developer shall have first lien and charge on the Schedule-C Apartment in respect of any amount due and payable by the Purchaser under the terms of this agreement.
3. The Purchaser shall take possession of the said Schedule-C Apartment within fifteen days of the Developer giving a written notice to the purchaser that the said property is ready for residential use, subject to clause 1 above.
4. Upon possession of the Schedule-C Apartment being handed over to the Purchaser, he/she/they shall have no claim against the Developer in respect of any physical presence of fixtures and fittings in the same property as per specifications in "Annexure B", which may be alleged not to have been fitted, or provided.

XVIII- RIGHTS AND OBLIGATIONS AFTER POSSESSION:

1. From the date of possession of the Schedule-C Apartment, the Purchaser shall be bound by the conditions set out in Annexure D of this Agreement relating to the use and enjoyment of apartments constructed on the Schedule A Property.
2. The Purchaser agree/s that till such time that the Association of Apartment owners is formed the Developer shall exercise all the powers of the Association and discharge its obligations.
3. Fifteen days after notice is given by the Developer to the Purchaser that his/her/their Schedule-C Apartment is ready for possession, the Purchaser shall be liable to bear and pay all taxes, charges for electricity and other services and common outgoings payable in respect the apartment either as a direct liability or as part of the common outgoings for the apartment complex.

XIX- CLUB HOUSE AND COMMON FACILITIES:

1. The Developers are providing a Club House and Entertainment Facility outside the Schedule A Property and common facilities, etc. inside the Schedule A Property including roads, STP, transformer yards, electrical infrastructure, etc.

2. The Club House and Entertainment Facility shall be managed and maintained by the Association of Apartment owners and be made available to the Apartment owners on such terms as they find fit, with no responsibility of the Developer.
3. The Purchaser hereby consents to use of the space, as may be identified by the Developer for this purpose and consents to the same being provided for all the owners of units in the Project which may consist of different phases which may be located within or outside the Schedule A property.

XX- ARBITRATION:

1. In case of any dispute between the parties in relation to this Agreement, the same shall be referred to arbitration, according to the Indian Arbitration and Conciliation Act, 1996 and any statutory modification thereof. The seat of Arbitration shall be Bangalore and the award passed shall be binding to both parties.

XXI - RERA:

01. All rights, obligations and terms under this agreement are subject to the requirements of Real Estate (Regulation and Development) Act 2016 and the parties agree to modify this agreement to comply with the same as applicable.

SCHEDULE 'A'

All that piece and parcel of residentially converted land vide the Special Deputy Commissioner Official Memorandum dated 23.01.2009 bearing No.ALN SR(S.U)14/2007-08 from agricultural to non-agricultural residential use comprised in **Survey No.28/2, BBMP Khatha No.12/12/28/2** situated at Kothnur Village, Uttarahalli Hobli, Bangalore South Taluk, measuring **2 Acres 10 Guntas** and bounded on the:

ON THE EAST	:	Land bearing Survey No.28/3;
WEST	:	Road
NORTH	:	Land bearing Survey No.28/1;
SOUTH	:	Village boundary of K.Halli Village;

SCHEDULE – 'B'

____/98010 sft of undivided right, title and interest in the Schedule-A property.

SCHEDULE – 'C'

Apartment No._____, (**___BHK**) **BLOCK NO.**____ in the building called "**ARYA HAMSA GRANDE**" on the _____ **Floor**, to be constructed on the Schedule 'A' property proportionate to the schedule B property having a super built up area (i.e. plinth area + proportionate share of common area) of _____**sq.ft** along with _____ **Covered car park no.**_____ in the basement / Stilt.

The Plan in respect of the same is annexed as Annexure A to this agreement

IN WITNESS WHEREOF the parties hereunto have set their respective hands to these presents on the day and year above written.

1. Purchaser

Developer
(Represented by its Director
and authorised signatory, Mr.Ramnarin.C.K.)

Witnesses

1. 2.

ANNEXURE – “A” (FLAT PLAN)

ANNEXURE – B (Specifications)

STRUCTURE

- RCC Framed Structure
- External & internal walls of solid concrete blocks
- External walls with cement plaster & internal walls with cement plaster finished smooth with lime.

FLOORING

- Vitrified tiles for living / dining, bedrooms & Kitchens.
- Wooden flooring for Master bedroom.
- Anti skid tiles for toilets, balconies & utility.

LOBBY & STAIRCASE

- A Combination of granite and unpolished vitrified tiles.
- Granite with vitrified cladding for lift fascia.

DOORS & WINDOWS

- Main doors: Teak wood frame with HDF moulded design shutter.
- Internal doors: Hardwood frame with HDF moulded design door shutters.
- Windows: UPVC Windows with grill for safety.

TOILETS

- Anti skid tile flooring and glazed tile dadoing upto 7 ft. height.
- Sanitary ware of Parry or equivalent make.
- Chrome plated taps of Jaguar or equivalent make.
- False ceiling with grid panels.

KITCHEN

- Granite Cooking Counter with Stainless steel sink.
- Glazed tile dadoing of 2 ft.

- Provision for chimney / exhaust.

WALL FINISHES

- Internal Walls: Oil bound distemper for all smooth walls and ceilings
- External Walls: Exterior emulsion on all rough walls.

TV & TELEPHONE

- In living & master bedroom.

ELECTRICAL

- In concealed conduits with copper wiring of Anchor/KEI/RR Cables or equivalent make
- Elegant modular switches of Anchor/Schnider/Crabtree or equivalent make
- ELCB's and MCB's for safety
- 3 KVA power provided for 2 BHK apartments
- 5 KVA power provided for 3 BHK apartments

WATER SUPPLY

- Underground and overhead storage tanks of suitable capacity
- Borewell as an auxiliary source of water supply

LIFTS

- Two nos. of Schindler passenger lifts of suitable capacity for each block.

GENERATOR

- Backup power for all common services in addition to 1 KVA for 2 BHK, 1.5 KVA for 3 BHK apartments.

AMENITIES

- Swimming pool
- Auditorium
- Tennis Court
- Indoor Games Room

- Children's play area
- Landscaped garden
- Full Fledged Club house with well equipped gymnasium,
- Multipurpose Hall for all indoor Parties
- Jogging Track
- Library (provision)

SECURITY SYSTEM

- Round the clock security with intercom facility to each apartment

WATER SOFTENER & SEWAGE TREATMENT PLANT

(Note: all the specifications and amenities mentioned above are subject to change as per RERA as per consent by Architects / Engineers appointed by the Developer and flat owners as regards to specifications and amenities and/or fixtures and fittings provided therein.)

ANNEXURE - C (Payment Schedule)

1	On __ / __ /2017	
2	On Agreement Execution	
3	On Completion of Foundation	
4	On Completion of Basement Roof slab	
5	On Completion of Car Park Roof Slab	
6	On Completion of ground floor slab	
7	On Completion of 1st floor slab	
8	On Completion of 2nd floor slab	
9	On Completion of 4th floor slab	
10	On Completion of 6th floor slab	
11	On Completion of 8th floor slab	
12	On Completion of Terrace Slab	
13	On Completion of Block work of the unit	
14	On Completion of Internal Plastering of the Unit	
15	On Completion of Flooring of the Unit	
16	On Completion of Painting	
17	On registration / Possession	
	Total	
	(Rupees _____ only)	

ANNEXURE - C : RIGHTS AND OBLIGATIONS AFTER POSSESSION

RIGHTS AND OBLIGATIONS OF UNIT HOLDERS/PURCHASER

1. ASSOCIATION:

- 1.1 The Purchaser shall become member/s of the association/society of the apartment complex that shall be formed along with all the other owners of the respective units to manage the affairs of the residential building constructed on Schedule A property.
- 1.2 The Purchaser shall observe and abide by all the bye-laws, rules and regulations prescribed by the state/central government, corporation of the City of Bangalore, or association of apartment owners or any other authority in regard to ownership or enjoyment of such apartments.
- 1.3 The Purchaser shall pay proportionate share of all out goings and maintenance costs and general expenses such as insurance, municipal expenses, taxes and cesses, electrical and water tax and all other maintenance charges of the building, including salaries and overheads of the maintenance crew to the Developer as may be determined by the Developer. In the event of default in paying such expenses, the Developer or the organization shall have the right to remove / disconnect such common amenities including water and electricity from enjoyment of the Purchaser.
- 1.4 Any dues of the Purchaser towards common outgoings for the apartment complex will attract penal interest at 24% per annum (2% per month), which shall be payable to the association. Any outstanding including interest amounts may be adjusted against the deposit held by the association and / or deducted from any of the moneys payable by the association to its members.
- 1.5 The association shall appoint an agency / committee or the Developer, hereinafter referred to as the Maintenance team to carry out all the day to day activities of maintaining the building, providing for security, housekeeping, paying taxes and other outgoings on behalf of the members of the association etc.
- 1.6 Till such time as it is decided otherwise by the association, the Developer shall be the appointed Maintenance team.

2. CO-OPERATION:

- 2.1 The Purchaser agree/s to co-operate with the other co-purchasers and/or co-occupants and the MAINTENANCE TEAM in the management and maintenance of the Schedule-A Property.
- 2.2 The Purchaser agree/s to observe the rules framed from time to time by the MAINTENANCE TEAM.

- 2.3 The Purchaser agree/s to allow the MAINTENANCE TEAM with or without workmen to enter into the apartment for the purpose of maintenance and repairs subject to 48 hours notice in writing of such purpose.
- 2.4 The Purchaser agree/s not to throw dirt, rubbish or other refuse or permit the same to be thrown from or accumulated in the apartment or in the compound or any portion of the Schedule A property.

3. INSURANCE:

- 3.1 The Purchaser agree/s not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the apartment or any part of the building or cause increased to be payable in respect thereof if the building is insured.

4. USES PERMISSIBLE IN THE UNIT

- 4.1 The Purchaser agree/s not to use the apartment or permit the same to be used for any purposes whatsoever other than as a place of residence.
- 4.2 The Purchaser agree/s not to use the apartment for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the owners and occupiers of the neighboring premises or for any illegal or immoral purpose or as an office, Boarding House, Club House, Nursing Home, Amusement or Entertainment Center, Eating or Catering Place, Dispensary or a Meeting Place or for industrial activities whatsoever.

5. EXPENSES:

- 5.1 The Purchaser agree/s to pay and bear the common expenses and other outgoing and expenses since the date of possession and also the rates and taxes proportionately for the apartment and/or common parts/areas and/or to make deposits on account thereof in the manner mentioned hereunder to the MAINTENANCE TEAM. Such amount shall be deemed to be due and payable on and from the date of possession whether physical possession of the apartment has been taken or not. The said amounts shall be paid without raising any objection thereto regularly and punctually within 72 hours to the MAINTENANCE TEAM.
- 5.2 The Purchaser agree/s to deposit the amounts reasonably required with the MAINTENANCE TEAM towards the liability for rates and taxes and other outgoings.
- 5.3 The Purchaser agree/s to pay charges for Electricity and Water in or relating to the apartment wholly and proportionately relating to the common parts.

6. STRUCTURAL STABILITY:

- 6.1 The Purchaser agree/s to maintain or remain responsible for the structural stability of the apartment and not to do anything which has the effect of affecting the structural stability of the building.
- 6.2 The Purchaser agree/s not to make in the apartment any structural addition and/or alterations such as beams, columns, or improvements of a permanent nature except with the prior approval in writing of the MAINTENANCE TEAM.
- 6.3 The Purchaser agree/s not to store or bring and allow to be stored in the apartment any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structure of the building or any portion of any fittings or fixtures thereof including windows, doors, floors etc., in any manner.
- 6.4 The Purchaser agree/s not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.
- 6.5 The Purchaser agree/s not to do or cause anything to be done in or around the apartment which may cause or tend to cause or tantamount to cause or effect any damage to the flooring or ceiling of the said Unit or adjacent to the apartment or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- 6.6 The Purchaser agree/s not to damage or demolish or cause to be damaged or demolished, the apartment or any part thereof or the fittings and fixtures affixed thereto.

7. MODIFICATIONS / ALTERATIONS AND AESTHETIC APPEARANCE OF THE BUILDING

- 7.1 The Purchaser agree/s not to do any act or thing that may adversely affect the aesthetic appearance / beauty of the building of which the apartment would be a part.
- 7.2 The Purchaser agree/s to seek written permission from the Association / Society for any modification / alterations or repair work to the exterior of the building. However, if Association / Society does not respond to the same within 21 (Twenty one) days from the date of issue of the letter, the Purchaser may go ahead with the said modifications / alterations.
- 7.3 The Purchaser agree/s not to close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, lounges or any external walls or the fences of external doors and windows including grills of the apartment which in the opinion of the Developer differs from the colour scheme of the building or

deviation or which may affect the elevation in respect of the exterior walls of the said building.

- 7.4 The Purchaser agree/s not to fix or install air-conditioners for the apartment save and except through the Developer.
- 7.5 The Purchaser agree/s not to install grills, the design of which has not been approved by the Architects appointed by the Developer.
- 7.6 The Purchaser agree/s not to put any article in or upon the windows balconies / terrace railings / roof and other portions that may be exposed in a manner or be visible to the outsiders.

8. CAR PARK

- 8.1 The Purchaser agree/s not to use or permit to be used, the allocated car parking space/s for any other purposes whatsoever other than parking of his/her/their own car/cars.
- 8.2 The Purchaser agree/s not to rent/lease out the car parking space/s except to persons residing in the same building.
- 8.3 The Purchaser agree/s not to keep in the parking space/s anything other than private motor car or motor cycle and not to raise or put up any kutchra or pucca construction, grill, wall or enclosure thereon or part thereof and to keep it always open as before.
- 8.4 The Purchaser agree/s not to permit any person to reside in the car parking spaces.
- 8.5 The Purchaser agree/s not to park the car on the pathway or open spaces of the building or at any other place except the space allotted to him/her/it and shall use the pathways as would be decided by the Association.
- 8.6 The Purchaser agree/s not to transfer / sell the said car parking spaces to any outsider.

9. RIGHTS TO COMMON AREAS AND FACILITIES

- 9.1 The Purchaser together with all other co-owners of the Schedule-A property shall have equal rights to all common amenities and facilities built or provided in Schedule A property. If the Purchaser wants to make any changes in / openings into the common area, he/she/they will have to take prior concurrence from a majority of the other co-owners of the Schedule-A property.
- 9.2 The schedule A property will be held by all the Apartment owners as "Co-owners" each having an undivided share therein as per the terms and conditions of the deed of conveyance to be obtained from the owners and all passages, lobbies, staircase, water lines and sewer lines as also the other areas which are used in common by the apartment holders, will belong to and vest in the Apartment owners, to be used by all of them jointly and in common, and none of the Apartment owners shall place any obstructions or store or keep any articles in the common areas.

9.3 The Purchaser agrees that the demarcated garden area on the ground floor and the demarcated terrace rights/space, allotted / retained by the Developer, as the case may be shall be to the exclusive use of the allottees and the Purchaser shall at no time after the completion of the project and formation of any association/condominium/organization of apartment owners, claim any rights thereto or deprive the allottees of the said garden space or the terrace area. However the allottees shall provide all necessary access for repairs to water lines, sewage lines, chambers, water tanks, power lines, panel boards or any other services.

Developer
(Represented by its Director
and authorised signatory, Mr.Ramnarain.C.K.)

1.

2.
Purchaser