



AGREEMENT FOR SALE

This **AGREEMENT FOR SALE** is entered into on this the 19th day of April, Two Thousand Seventeen (19.04.2017) at Bangalore.

BY AND BETWEEN

1. **Shri. B. Lingappa**, Aged about 62 years, S/o. Shri. B. Boraiah,
2. **Smt. Prema**, Aged about 49 years, W/o. Shri. B. Lingappa,
3. **Ms. Chaitra**, Aged about 24 years, D/o. Shri. B. Lingappa,
4. **Sri. Harsha**, Aged about 21 years, S/o. Shri. B. Lingappa,

All are residing at: No.10, Lingappa Block, Ramakrishnaiah Street, Seshadripuram, Bangalore – 560010, All are represented by their GPA Holder, **M/s. Cyma Investments Pvt Ltd**, having Registered Office at No.204, Rajani Gandha, Garden Apartments, 21st Vittal Mallya Road, Bangalore 560001, represented by its Director, Mr. Gopal P. Shinde, ; hereinafter called the '**Land Owners**' (which term wherever the context requires shall mean and include their respective heirs, executors, administrators and assigns, etc.) **OF THE FIRST PART**

AND

M/s. Cyma Investments Pvt. Ltd., Represented by its Director Mr. Gopal P Shinde, Having its office at No. 204, Rajni Gandha, Garden Apartments, 21, Vittal Mallya Road, **Bangalore – 560 001**, hereinafter referred to as '**DEVELOPER**' (which term shall mean and include their successors in office, executors, administrators, legal representatives and assignees) of **THE SECOND PART**;

AND

M/s. Parth Constructions Pvt. Ltd., Represented by its Director Mr. Gopal P Shinde, Having its office at No. 204, Rajni Gandha, Garden Apartments, 21, Vittal Mallya Road, **Bangalore – 560 001, (PAN No. AAEC7014J)** (A sister concern of **M/s. Cyma Investments Pvt. Ltd.**), hereinafter called the **CO-DEVELOPER**’ (which term wherever the context requires shall mean and include Successors- in- interest , administrators and assigns, etc.) **OF THE THIRD PART**;

The Land Owners, Developer and Co- Developer together herein are referred to as the **“VENDORS”**,

AND

Hereinafter referred to as **‘PURCHASER’** (which term wherever the context admits shall mean and include their heirs, legal representatives, executors, administrators and assigns) of the **OTHER PART**;

WITNESSES AS FOLLOWS:

- I. **WHEREAS** the immovable property bearing Survey No. 164/1, situated at Kodigehalli Village, Yelahanka Hobli, Bangalore North Taluk measuring an extent of 2 acres 20 guntas (including 2 Guntas Of Kharab), presently coming under the limits of Bruhath Bangalore Mahanagara Palike, Bangalore hereinafter called the ‘Schedule ‘A’ Property’ which is more fully described in the Schedule ‘A’ hereunder, was originally owned by Mr. N. Ramaraju s/o. late Nanjappa having

acquired under a Sale Deed dated 01.11.1961 from Smt. Akkayamma, wife of late Chennakrishnappa and her children namely K. Ramegowda and Krishnappa registered as Document No. 7375/61-62 of Book I Volume 2089 Pages 1 to 4 in the Office of Sub Registrar, Bangalore North Taluk, Bangalore.

- II. **WHEREAS** the said N. Ramaraju sold the Schedule 'A' Property to Mr. Ramegowda S/o. Chennakrishnappa under a Sale Deed 14.07.1977 registered as document No. 1666/76-77 of Book I in Volume 3028 at pages 25 to 26 in the office of Sub Registrar, Bangalore North Taluk, Bangalore.
- III. **WHEREAS** thereafter the said Mr. Ramegowda conveyed the Schedule 'A' Property in favour of Mr. B.Lingappa and B. Shankar under a Sale Deed dated 20.10.1982 registered as document No. 2801/82-83 of Book I in Volume 3617 at Pages 148 to 152 in the office of Sub Registrar, Bangalore North Taluk, Bangalore. Though the land was purchased by the said B. Lingappa and B. Shankar, the Schedule 'A' Property was treated as one of the assets of their hindu undivided joint family consisting of Sri B.L. Boraiah, as the Kartha and Shri. B. Ramakrishna, Shri. B. Lingappa, Shri. B. Shankar and Shri. B. Prasad as the members of the Hindu Undivided Family.
- IV. **WHEREAS** the aforesaid Karta and members of the Hindu Undivided Family (HUF) namely B.L. Boraiah and his Children viz, Shri. B. Ramakrishna, Shri. B. Lingappa, Shri. B. Shankar and sri. B. Prasad caused partition of the properties belonging their HUF under a Partition Deed dated 27.03.2003 registered as document No. 4317/2003-04 of Book I, stored In CD No.YVK48 in the Office of the Sub Registrar, Yelahanka, Bangalore. In the said Partition, the Schedule 'A' Property was settled in favour of Mr. B. Lingappa (the Vendor No. 1 herein).

- V. **WHEREAS** since settlement of the Schedule 'A' Property in favour of the Vendor No. 1, the Vendor No. 1 to No. 4 are in peaceful possession and enjoyment of Schedule 'A' Property. The said property was converted from agricultural to non agricultural residential purpose in terms of Official Memorandum bearing No. ALN/SR/ 48/06-07 dated 29-02-2008, issued by the Special Deputy Commissioner, Bangalore. The Schedule 'A' Property is presently situated within the limits of Bruhat Bangalore Mahanagara Palike (BBMP) and the Vendor/s have been paying applicable property taxes thereof regularly to the BBMP, Bangalore.
- VI. **WHEREAS** the Land Owners and M/s Cyma Investment Pvt., (the Developer herein) have entered into a Joint Development Agreement (JDA) dated 28.06.2006 registered as Document No.7681/2006-07, CD No. YAND 207, Book-I, in the office of the Sub Registrar, Yelahanka, Bangalore, wherein the Land Owners and the Developer have reached an agreement to jointly develop the Schedule 'A' Property into a multistoried residential apartment as per the terms and conditions stipulated in said JDA. On the even date, the Land Owners executed a General Power of Attorney (GPA) dated 28.06.2006 and got the same registered as document No. BNG (U) YLNK/178 2006-2007 of Book IV in the office of the Sub Registrar, Yelahanka, Bangalore, empowering the Developer to develop the Schedule 'A' Property and to sell 60% undivided share in the Schedule 'A' Property together with 60% of saleable built up area in the proposed residential apartment complex on the Schedule 'A' Property in favour of prospective Purchaser/s.
- VII. **WHEREAS** by virtue of JDA and GPA, the Developer is entitled for 60% undivided share in the Schedule 'A' Property and 60% of saleable built up area in the proposed residential apartment complex to be constructed on the Schedule 'A' Property.

- VIII. **WHEREAS** the Vendor/s and the Developer have further entered into an Addendum to JDA on 17.06.2009, wherein the Parties have agreed to amend certain terms and conditions of JDA.
- IX. **WHEREAS** M/s Parth Constructions Pvt. Ltd., (the Co-Developer herein) is a sister concern of the Developer and has been engaged in development and construction activities.
- X. **WHEREAS** the Developer and Co-Developer have reached agreement and entered into Memorandum of Understanding (MOU) on 21.12.2012, wherein the Co-Developer has been assigned with development of the Schedule 'A' Property into multi storied apartment complex under name and style '**Parth Gardenia**' and power to sell apartment units in **Parth Gardenia** falling into share of the Developer as per terms and conditions stipulated in JDA, GPA and MOU.
- XI. **WHEREAS** the Developer got the plan sanctioned for construction of a multistoried apartment complex comprising of basement + ground + 6 upper floors on the Schedule 'A' Property by the Bangalore Development Authority (BDA) by Letter dated 12.05.2008. Subsequently the Co-Developer has obtained a revised Plan Sanction by BDA under a Letter bearing No. 77/2012-13 dated 24.12.2012.
- XII. **WHEREAS**, the Land owners and the Developer have also entered a Rectification cum Confirmation Deed to the Registered Joint Development Agreement dated 28.06.2006, on 5.02.2014 which has been registered as document No.3023/2013-14, Book-1, C D No. MLSD71 in the Office of the Sub-Registrar, Malleshwaram, Bangalore. Both the parties have also entered into a

Rectification Deed to the General Power of Attorney dated 28.06.2006, on 5.02.2014 which has been registered as document No.318/2013-14, Book-4, C D No. MLSD71, in the Office of the Sub-Registrar, Malleshwaram, Bangalore. Both the parties to this agreement have also entered into a Flat Allocation Agreement dated 5.02.2014 with regard to the allocation of the flats constructed on the Schedule A Property.

- XIII. **WHEREAS** inter alia, the Developer has been allotted with a flat bearing **No.** ____ on the ____ floor in the Wing named as ____ at '**PARTH GARDENIA**' apartment complex constructed on the Schedule 'A' Property having a super built up area of ____ **Sq. Feet** together with proportionate share in all or any other common amenities provided therein inclusive of balconies, sit outs, staircases, lift rooms, electrical meter room, pump room, Generator Rooms and in the common areas, which is more particularly and fully described in the Schedule 'C' given hereunder and hereinafter referred to as the **SCHEDULE 'C' PROPERTY** and with 0.____% i.e. ____ Sq. feet of UNDIVIDED SHARE, RIGHT, TITLE AND INTEREST in the Schedule 'A' Property, which is more particularly and fully described in the Schedule 'B' given hereunder and hereinafter, referred to as the **SCHEDULE 'B' PROPERTY**.
- XIV. **WHEREAS** in furtherance of foregoing JDA, GPA and MOU, the Developer together with the Land Owners and Co Developer have formulated a scheme in terms of the various sanctions and permissions granted by BDA and other concerned authorities for the construction of residential apartment buildings under name and style of "**PARTH GARDENIA**" on the Schedule 'A' Property.
- XV. **WHEREAS** under the aforesaid scheme, persons interested in acquiring ownership to residential apartments together with proportionate undivided rights, title and interest in the Schedule 'A' Property with or without covered car parking

Space / Terrace Garden Area/ Terrace area were required to acquire an undivided share in Schedule 'A' Property from the Land Owner and Co Developer and have the Residential Apartments with or without covered Car Parking Space/Terrace Area constructed by the Developer/ Co-Developer..

- XVI. **WHEREAS** the Purchasers having verified and satisfied about clear and marketable title of the Vendors over Schedule 'A' Property and other approvals and plan sanction permitting the Vendors to construct a residential apartment complex under name and style '**PARTH GARDENIA**' on the Schedule 'A' Property, approached the Vendors with an offer to purchase the Apartment detailed in the Schedule 'C' hereunder together with undivided right, title and interest in the Schedule 'A' Property detailed in the Schedule 'B' hereunder for a total consideration Rs. _____/- (Rupees _____ Only) inclusive of BESCO and BWSSB deposits, vat and Service Tax. The Vendors have accepted the said offer made by the Purchasers for the sale of Schedule 'B' Property and for having Schedule 'C' Property constructed on the Schedule 'A' Property for total consideration of Rs. _____/- (Rupees _____ Only) inclusive of , BESCO and BWSSB deposits and Excluding VAT and Service Tax out of which 60% is for the purchase of undivided share in land measuring _____ sq.feet and Rs. _____/- (Rupees _____ Only) is towards the price of construction of building apartment including payments towards raw materials and labor, subject to the terms and conditions and rights and obligation set out herein below.

(Hereunder Schedule 'B' and 'C' Properties jointly and collectively referred to as 'the Schedule Property' and individually as the Schedule 'B' Property and Schedule 'C' Property).

XVII. AND WHEREFORE the Parties hereto have decided to record the same in writing as follows:

XVIII. NOW THIS AGREEMENT OF SALE WITNESSETH AS FOLLOWS:

1. That in consideration of the mutual obligations undertaken by the Parties and in consideration of the advance paid by the Purchasers, the Vendors hereby agrees to sell and the Purchasers hereby agrees to purchase the Schedule Property subject to the terms, conditions and covenants herein contained, for a total sale consideration Rs. _____/- (Rupees _____ Only) inclusive of bescom and bwssb deposits and exclusive of vat and service tax, free from all encumbrances, lien, lispendens, attachments, acquisitions, alignment, trust or tenancy of any nature whatsoever.
2. That the Parties have agreed that the sale consideration of Rs.1,68,19,000/- (Rupees One Crore Sixty Eight Lakhs Nineteen Thousand Only) shall be paid by the Purchasers to the Co-Developer in the following manner:

Sr.No.	% Installment	PARTICULARS	AMOUNT	
1	10%	On Signing Agreement		
2	50%	On Completion Of RCC Structure up to 6 th slab		
3	15%	On Completion Of Brick Work Of Said Flat		
4	10%	On External Plaster Of Said Flat		
5	5%	On Completion Of Internal Painting Of Said Flat		
6	9%	On Registration Of Sale Deed		

7	1%TDS			
Total				

Delay payment shall attract penalty interest at rate of quarterly compounded SBI- Highest MCLR+2% per annum on outstanding amount.

The purchaser/s have already paid Rs. _____/- in words (_____ Only) In Following Manner:-

CHQ DATE	BANK	CHQ NO.	PARTICULARS	AMOUNT
Total				

- The Vendors in conformity with the Land Owners and Co Developer have agreed to complete the construction and handover the possession of the Schedule 'C' Property by executing the Absolute Sale Deed in favour of the Purchaser/s on or before delivery of possession subject to receipt entire sale consideration of Rs. _____/- (Rupees _____ Only) and amount towards stamp duty, registration fees. However the Parties may mutually agree for extension of the time for delivery of possession of the Schedule Property for force majeure causes like un availability of cement, steel or any other building materials and subject to any acts of God, such as earthquake, flood or any other natural calamities, , war, civil commotion or any other causes / factors circumstances which are beyond the control of the Vendors or any orders of the Central Government, State Government, Local authorities or any other authorities or bodies and / or delay in issuing Completion Certificate and Occupation

Certificate of the Said Building by the concerned authorities for the reasons not attributing to the negligence on the part of the Vendors, the Land Owners and Co Developer.

4. The Developer/ Co Developer shall be entitled to construct additional floors in the event additional FAR is permitted by the Planning authority either in the event of change in the Planning rules or purchase of the TDR by the Developer/ Co Developer and Undivided interest agreed to be conveyed will be altered / reduced and the Purchaser shall not object to such the construction or alteration / reduction of the UDI.
5. It is agreed between the Parties hereto that, after completion of construction of the Schedule 'C' Property in all respect, the Vendors in conformity with the Land Owner and Co Developer herein shall inform in writing to the Purchasers that the Schedule 'C' Property is ready for use and occupation and on receipt of such letter, the Purchasers herein shall inspect the Schedule 'C' Property in all respect and get satisfied according to the terms and conditions of this agreement. After Purchaser/s is satisfied themselves as aforesaid, at their request the Vendors, the Land Owner and Co-Developer shall execute and registrar the absolute Sale Deed in favor of the Purchasers and put the Purchasers in possession of the Schedule Property to have and hold the same forever.
6. The Purchasers herein shall take the possession of the Schedule 'C' Property within seven days from the date of the Vendor giving written intimation to the Purchasers herein intimating that, the Schedule 'C' Property is ready for use and occupation. If within a period of one year from the date of taking possession, the Purchasers brings to the notice of the Vendors any structural defect in the Schedule 'C' Property or the building/s in which the Schedule 'C' Property is situated or the material used thereon, then wherever possible such defect/s shall

be rectified by the Vendors at their own cost.

7. Provided further that it is agreed that the defect liability period shall be deemed to have commenced from the date of possession of the Schedule 'C' Property.
8. Provided however, that the Purchasers shall not carry out any alterations of the whatsoever nature in the Schedule 'C' Property or in the fittings therein, in particular. It is hereby agreed that the Purchaser/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water or damage the structure. If any of such works are carried out without the written consent of the Vendor, the defect liability shall stand terminated by itself.

XIX. THE VENDOR IN CONFORMITY WITH THE LAND OWNER AND CO DEVELOPER HERBY COVENANTS, REPRESENTS AND WARRANTS AS FOLLOWS:

- a. That notwithstanding any act or deed or thing whatsoever, by the Vendor, the Land Owners and Co Developer done or executed or knowingly suffered to the contrary, the Vendor has all material times hereto before and now have good right, full power, absolute authority and in deferrable title to grant, sell, convey, transfer, assign and assure the Schedule Property unto and to the use of the Purchasers. That the Vendor has the absolute power and authority to convey the Schedule Property and that the Vendor's title thereto is good, marketable and subsisting.
- b. That the sale of the Schedule Property in favour of the Purchasers shall be free from all attachments, encumbrances, lien, lispendens, Court or acquisition proceedings or charges of any kind, but subject to the

provisions of this Agreement.

- c. That the Vendor or the Land Owners or the Co Developer has not received any notice of attachment under the Income-tax Act or any other Act or from any other competent authority in respect of the Schedule 'A' Property and there are no pending tax claims, demands or proceedings pending against the Vendor with respect thereto.
- d. That the Vendor or the Land Owners or the Co Developer will pay all municipal or local taxes, rates and cesses in respect of the Schedule 'A' Property demanded till the date of execution of deed of conveyance in respect of the Schedule A Property.
- e. That the Vendor or the Land Owners or the Co Developer are the absolute owners of the Schedule Property and that the Schedule Property or any part thereof is free from encumbrances including all claims by way of sale, exchange, mortgage, gift, trust, inheritance, possession, easement, lease, lien, or otherwise and, if any encumbrance is found existing, the same shall be cleared by the Vendors at their own costs and expenses before the expiry of the time for completion of the sale hereinabove provided.
- f. That the Schedule 'A' Property is not subject to any action, suit, proceeding, claim, arbitration or attachments, either before or after judgment and, if any action, suit, proceeding, claim, arbitration or attachment is found existing, the same shall be cleared by the Vendors at their own costs and expenses before the expiry of the time for completion of the sale hereinabove provided.
- g. the Vendor or the Land Owners or the Co Developer shall deliver possession of the Schedule Property to the Purchasers on or before 30.12.2019.

This Agreement for Sale is subjected to following special conditions:

- XX. All letters, receipts or notices issued by the Vendor, the Land Owners, the Co Developer and Purchasers dispatched under RPAD to their respective addresses as mentioned herein above will be sufficient proof of service thereof on the other Parties and shall effectually discharge respective Parties from the obligation to issue any further notice/s.
- XXI. The Parties agree that in the event of any dispute arising in respect of this Agreement, the Parties shall endeavor to resolve the issues by way of mediation and conciliation, failing which the Courts in Bangalore shall alone have jurisdiction with regard to this agreement.
- XXII. The Vendor will issue a "No Due Certificate to the Purchasers at the time of handing over the Schedule 'C' Property after the registration of the Sale Deed. Similarly the Purchasers will also acknowledge taking over of possession of the Apartment after inspecting it and satisfying themselves about the construction etc.
- XXIII. This agreement has been drafted in original; the Purchasers will retain the original.
- XXIV. In the event of any provision of this Agreement being declared by any judicial or other competent authority to be void, voidable, illegal or otherwise enforceable or indications of the same are received by either of the Parties from any relevant competent authority, the Parties shall amend that provision in such reasonable manner as achieves the intention of the parties it may be severed from this agreement and the remaining provisions of this agreement shall remain in full force.
- XXV. The parties acknowledge that this Agreement contains the whole Agreement between the parties and it has not relied upon any oral or written representation

made.

SCHEDULE A PROPERTY

All that piece and parcel of residential property bearing Site Survey No.164/1 duly converted by the Special Deputy Commissioner, Bangalore by its Order No. 48/06-07 dated 29-02-2008, situated at Kodigehalli Village, Yelahanka Hobli, Bangalore North, Bangalore falling under Bruhat Bangalore Mahanagara Palike, Bangalore totally admeasuring 2 Acres 20 Guntas (Including 2 Guntas of Kharab Land) and bounded on the:

East by : Property belonging to Sri. Srinivasaiah and Shri Byre Gowda
West by : Property belonging to Thoti Inamthi Land Belonging to N.T.I.
Housing Society
North by : Road Leading to Kodige Halli – Thindlu
South by : Road And Private Proverty

SCHEDULE – B

An Undivided share in that Piece and Parcel of Schedule A Property, which works out to 0._____ % i.e. _____ Sq.feet.

SCHEDULE – C

All that piece and parcel of apartment known as “**PARTH GARDENIA**” constructed by developer and co- Developer in the Schedule ‘A’ Property

Description of the Flat:

- | | | |
|---|---|--|
| 1) Name of The Wing | : | _____ |
| 2) Flat Number | : | _____ |
| 3) Floor | : | _____ |
| 4) Type of Flat | : | Residential, |
| 5) Accommodation details | : | _____ Bedrooms, Hall, Dining, Kitchen,
Bath Room and Toilets |
| 6) Super built up area | : | _____ Sq.feet |
| 7) Corresponding Undivided
share in Land | : | _____ Sq. feet, |
| 8) Construction
Specifications | : | RCC Roof, Wood Door and
Windows, Vitrified &/or semi-vitrified &/or
Ceramic Flooring |
| 9) Additional Facility | : | inclusive of membership to club house |
| 10) Along with car park | : | _____ Car Park In Stilt Floor |

SCHEDULE 'D'**RESTRICTIONS ON THE RIGHT OF THE PURCHASERS:**

The PURCHASERS so as to bind himself / herself his /her Successors in interest, heirs and assigns with a view to providing and protecting his / her rights and interests as the owner of the schedule 'B' apartment and inconsideration of the covenants binding on the purchasers of the other undivided interest in the property described in Schedule 'A' above and the constructions thereon, do hereby agree to be bound by the following covenants.

1. Not to raise any construction in addition to that mentioned in schedule 'B' above. This however, does not affect rights to have any changes or additions internally without damaging the main structure.
2. Not to use or permit the use of the construction referred to in schedule 'B' above, in a manner which would diminish the value and utility of the pipes, cisterns and the like, and other common amenities provided in the property described in the schedule 'A' above or in any construction made thereon.
3. Not to use the open land area described in the schedule 'A' above left open after the constructions referred to in schedule 'B' above so as to cause hindrance to other flat owners by affecting free ingress and /or outgress.
4. Not to default in the payment of any taxes or levies to be shared by all the owner of the property described in schedule 'A' above or expenses to be shared by the Owners of the construction thereon or any specified part thereof.
5. Not to decorate the exterior of the property to be constructed by the First Party / Developer / Builder for the purchasers otherwise than in a manner agreed to by and majority of the owners of the construction of the schedule 'A' property.
6. Not to make any separate arrangement for the maintenance of the buildings referred to in the schedule 'B' above for ensuring the common amenities therein for benefit of all concerned other than that agreed to by all the owners, and in default of such arrangement by the majority of such owners through the Builder.

RIGHTS INCLUDED IN THE TRANSFER TO THE PURCHASERS

The PURCHASERS shall have the following rights in respects of schedule 'A' property and the constructions thereon:

1. Full ownership rights and liberty for the PURCHASERS and all persons authorized or permitted by the purchasers (in common with all other persons entitled, permitted or authorized to a like right) at all times by day or by night for all purposes to go, pass and repass the staircase and the passage inside and outside the building and construction described in the schedule 'B' hereto.
2. Full ownership rights 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, day and night and for all purposes to go and repass the land appurtenant to the building constructed in schedule 'A' property.
3. The right to subjacent and lateral support and shelter protection from time and the Other parts of the aforesaid building and from the side and roof thereof..
4. The free and uninterrupted passage of running water, soil, gas and electricity for form and on to the construction through the sewers, drains and water courses, cables pipes and wires which now are, or may at any time, hereafter be in passing through the building or any part thereof.
5. Right to passage for the purchaser and purchaser's agent or workmen to other parts of the building at all reasonable times on notice to the water tanks for cleaning, repairing or maintenance of the same.
6. Right to passage for the Purchaser and Purchasers agent or workmen to other parts of the building at all reasonable times on notice to enter into and upon the parts of the building for the purpose of repairing, cleaning, maintaining, or renewing any such sewers, drains and water courses, cables, pipes and wires causing as little disturbances as possible and making good any damages caused.

7. Right to lay cables or wires through common walls or passages for radio, television, telephone and such other installations, however, respecting the equal right of the others therefore.
8. Subject to payment for common facilities and services, right to enjoy the common services and provided in the proposed Apartment.
9. Right for the Purchasers his / her servants, workmen and agents at all reasonable times on notice to enter into and upon other parts of the schedule 'A' property or buildings erected thereon for the purpose of repairing, maintaining, renewing, altering or building the construction referred to in schedule 'B' hereto or any part of the building giving subjacent or lateral support shelter or protection to the construction therefore.
10. The right to do all / any of the acts aforesaid without notice in the case of emergency.

SCHEDULE "E"

The Purchasers, in proportion to the share, along with other purchasers of undivided interest in schedule 'A' property in the proportions of their respective shares, shall be deemed to have accepted following conditions to have contracted to bear the following expenses.

1. All rates and outgoings payable, if any, in respect of schedule 'A' Property and the buildings thereon on taking possession of the schedule flat.
2. The expenses of routine maintenance including painting, White Washing, cleaning etc, and the provisions of all the provisions of the common service to the building as set out below:
 - a) Maintenance of pump sets and other machinery's sanitary, electrical lines, common to the building.

- b) Replacement of bulbs in corridors and other common places.
- c) Payment of electrical and water charges for common services.
- d) Maintenance of potted plants in building.
- e) Provision of watchman.

3. The Purchasers along with the purchasers of other flats may form an association or society for fulfilling the above purposes.

SHOULD the PURCHASERS default any payment due any common expenses, benefits, or amenities, a majority of the purchasers while carrying out the services as contemplated above, shall have the right to remove such common benefits, amenities, including electricity and water connection from his / her enjoyment.

IN WITNESS WHEREOF the Vendor, the Land Owner, Co Developer and the Purchasers have put their hands, seal and signatures to this Aagreement for Sale in the presence of the following witnesses on the day, month and year mentioned above.

WITNESSES:

1.

(LAND OWNERS)

Represented By Their G.P.A. Holder

2.

DEVELOPER

(CO-DEVELOPER)

PURCHASER