

AGREEMENT TO SELL

This agreement of sale is made and executed on this _____ Day _____
Two Thousand _____ (___/___/_____) by and between

I) M/s. ABHAYA BALAJI ESTATES LIMITED a Public limited company incorporated under companies Act 1956, having Registered Office at H. No. 2-2-1149/ 1, Tirumala Enclave, New Nallakunta, Hyderabad 44 Hereinafter called the OWNER /VENDOR/ OF FIRST PART Represented by its Registered G. P. A Holder **M/s. UMA MAHESWARI CONSTRUCTIONS PVT. LTD.** Represented by its Managing Director **SRI P.KASIVISWANADHA RAJU** which expression unless it is repugnant to the context on meaning thereof, shall be deemed to mean and include its successors in interest, administrators and assignees.

II) M/s. UMA MAHESWARI CONSTRUCTIONS PVT. LTD., a Private Limited Company, incorporated under Companies Act 1956 having registered office at Uma Maheswari Complex, Narasimha Nagar, N.H.5, Vishakhapatnam - 530 024 represented by its Managing Director **P. KASI VISWANADHA RAJU**, S/o. Venkatapathi Raju, aged about 50 years residing at Sy.No.49/1&2, Hongasandra, Opp.0 Kudlu Gate Junction, Hosur Main Road, Bangalore 560068 hereinafter called the DEVELOPER OF SECOND PART which expression wherever it occurs, herein the context so admits, shall mean and include its successors in interest , executors, administrators, and assignees.

AND

III) Mr. _____ S/o. _____ aged _____
years residing _____

Herein after called the PURCHASER OF THIRD PART which expression shall mean and include its their successors in interest, executors, administrators, legal representatives and assignees.

IV) WHEREAS the VENDOR is the sole and absolute OWNER in possession and enjoyment of converted immovable property bearing **Survey No. 49/1 & 49/2**, Hongasandra Village, Begur Hobli, Bangalore South Measuring **2 Acres 33. guntas** Vide Conversion Endorsement No.BDS:AZN:SR(S)424/2004-05 dated 02-11-2004 more fully described in the Schedule- A. Hereunder and hereinafter referred as Schedule-A Property having purchased by the VENDOR under a registered sale deed registered as

BAS-1-30067 dated 25/02/2005 in the Sub- Registrar Office, Bangalore South Taluk, Bangalore - from **R. SRINIVAS REDDY**.

V) Whereas the **VENDOR** through the **DEVELOPER** has got building plan sanctioned from Bangalore Development Authority Vide 22/2006-07 dated 08-06-2006 for construction of residential complex in an area of 5913 Sq. Mtrs. and a commercial complex in an area of 5519 Sq. Mtrs. in Schedule-A Property.

VI) Whereas the **VENDOR** being the absolute owner is having impeccable right, title and interest and is in uninterrupted actual possession and enjoyment of the Schedule-A Property exercising thereon all acts of absolute ownership and complete domain.

VII) WHEREAS the **VENDOR** herein with the intention of developing the Schedule-A Property has entered into a Registered Joint Development Agreement registered as BAS-1-07306-2006-07 C.D.No.BASD250 Dated 21-06-2006 in the office of the Sub-Registrar, Bangalore South Taluk, Bangalore with the **DEVELOPER** herein and both of them have formulated a scheme to develop and construct a Multistoried Commercial and Residential complex building named as 'UMA SREE DREAM WORLD' in Schedule-A Property.

VIII) Whereas as per the afore said Joint Development Agreement the **VENDOR** is entitled to 40% of super built up area and the Developer is entitled for 60% of super built up area.

IX) Whereas the **DEVELOPER** out of its share of 60% of the super built up area has agreed to sell 1 flat to the **PURCHASER** herein for a valuable consideration the said number of flat being sold to the **PURCHASER** herein along with undivided share is more fully described in the Schedule-B Hereunder.

X) WHEREAS though the Schedule-B Property has come to the share of the **DEVELOPER** as per Joint Development Agreement the **VENDOR** rep by its G.P.A Holder is also executing this Sale agreement along with the **DEVELOPER**.

XI) Whereas the **VENDOR/DEVELOPER** have agreed to sell 1 flat (One Flat) **Flat No.** _____, **Block-**'__', _____ **Floor** with a super built up area of _____ square feet along with 1 covered car parking area in Basement Floor with R.C.C. roofing, Vitrified flooring together with undivided land share _____ Sq.ft. right, title, claim and interest in the land comprised in the Schedule-A Property with all appurtenances what so ever whether situated on below or above the surface, which

is more fully described in Schedule-B hereunder and herein after referred to as the Schedule-B Property.

XII) Whereas the VENDOR/DEVELOPER have agreed to sell the Schedule-B Property with undivided interest in Schedule-A Property and the PURCHASER have agreed to purchase the Schedule-B Property with Undivided interest in Schedule-A Property and the parties herein have decided to reduce the same into writing.

NOW THEREFORE THIS AGREEMENT TO SELL WITNESSETH AS FOLLOWS:

1. The purchaser/s hereby confirms that he/she/they has/have taken inspection of the titles pertaining to Schedule Property and are fully satisfied with the title of the Vendors to the Schedule Property.
2. The term Saleable Area used in various brochures, catalogues, advertisements and in this agreement shall mean and include the total constructed area including walls of the Apartment, area under Balconies and proportionate share in all common areas like staircases, Lobbies, Lifts, Corridors, Club area etc.

3. THE VENDOR COVENANTS WITH THE PURCHASER/S AS FOLLOWS:

- 3.1 That the Vendor/Developer are the absolute owner of the Schedule A property having thereto a legally subsisting and marketable title and its sale to the Purchaser/s shall be free from all encumbrances, court attachment or acquisition proceedings or charges of any kind. Vendor/Developer has taken project loan for the construction on security of the Schedule Property from State Bank of India.
- 3.2 That the Vendor shall pay all taxes, rates and cesses in respect of the Schedule Property up to the date of sale or up to the completion of the Apartment described in the Agreement, whichever is earlier.
- 3.3 The Vendor shall have the exclusive right to retain and/or to sell or construct on the roof terrace/basement area as per approved plan including the right to put up further construction in future in the event of additional F.A.R/T.D.R being sanctioned to Vendor/Developer. The vendor may also sell the right to use the open/covered car park area and the purchasers shall not have any objection thereto. The purchaser shall be entitled only to such car park as allotted to him/her/it.

4. THE PURCHASER COVENANTS WITH THE VENDOR AS FOLLOWS:

- 4.1 That the purchaser/s shall not be entitled to claim conveyance of the schedule A Property until the Purchaser/s fulfills and performs all their obligations and completes all payments under this Agreement.
- 4.2 That the Purchaser/s shall not be entitled to transfer/assign the rights under this Agreement in favour of anyone else except with the prior written consent of the Vendor/Developer.
- 4.3 That the Purchaser/s shall not hinder or obstruct the progress of the construction of the building/s or any part thereof in any manner, nor will they hinder the use of the specified Car Parking Areas/Terrace Areas allotted specifically to the other Purchaser/s.
- 4.4 The difference (increase or decrease) in area up to 2% of the total agreed Saleable Area shall be ignored by both the Parties. Any difference in excess of 2% of the total agreed saleable area will be valued at the same rate proportionate to the agreed amount to agreed saleable area and consideration shall be adjusted accordingly in the final installment. In case of any kind of disagreement regarding area calculations between both the Parties, the decision of the Project Architects shall be final and binding on both the parties to this Agreement.
- 4.5 That the purchaser/s agrees that they shall not object in whatsoever manner to the vendor undertaking any further construction activities in the schedule Property in the event of any additional floor area ratio being sanctioned to them in future to further construct on the schedule Property, the Purchaser shall not object to such utilizing such additional F.A.R/T.D.R for construction of additional area in the Residential blocks and the Purchaser/s undertakes that they shall not hinder or obstruct the progress of the construction of the Building/s or any part thereof in any manner and undertake that they shall not raise any objection on whatsoever ground including dust, noise, pollution, nuisance or annoyance that may be caused due to such construction nor they will hinder the use of the specified Car parking Areas/Terraces Areas/Basement area allotted specifically to the other Purchaser/s in the event of such additional F.A.R being granted.
- 4.6 The Purchaser/s agrees that the Vendor shall be entitled to retain the balance undivided share in the Schedule Property and utilize the same for the additional area that may be constructed in the Residential Blocks and that the Purchaser shall not object to such construction in whatsoever manner.

- 4.7 The Purchaser/s hereby agrees that the undivided share to be sold under this Agreement may vary in accordance of the Saleable Area of the Building and can be ascertained only upon the completion of the entire project. The Sale Deed will be executed in respect of the correct undivided area to be ascertained upon completion of the Project and the Parties shall bear the difference in consideration, if any, thereto.
- 4.8 In view of the scheme formulated, it is agreed by the Purchaser that the Purchaser shall have no right to terminate this Agreement without forfeiting her/his/their/its rights under the Agreement.
5. The Purchaser/s agrees to respect the right of similar owners who have agreed to get constructed similar apartments in the Schedule Property and also be subject to restrictions of common ownership of schedule Property and the enjoyment of the Apartment to be constructed therein.
6. a) All notices to be served on either of the parties as contemplated in this Agreement shall be deemed to have been duly served if sent to the concerned Party through courier or Registered Post or Under Certificate of Posting at the address mentioned herein above.
- b) In the event of any change in the address of the either of the parties, the concerned party shall intimate to the other of the change of address by Courier or by Registered Post Acknowledgement Due;
7. That in pursuance of the foregoing and in consideration of the mutual obligations under taken by the parties hereto, the VENDOR and DEVELOPER hereby agree to sell and the PURCHASER hereby agree to purchase the Schedule-B Property on the terms and conditions and covenants herein contained for a sale consideration of **Rs. _____/- (Rupees _____only)** including One Car parking Rs. _____/-
8. The PURCHASER have paid to the DEVELOPER a sum of Rs. _____/- (Rupees _____only) by way of
 1) Rs. _____/- Cheque bearing No _____ dt. _____ drawn _____ Bank, Bangalore. 2) Rs. _____/- Cheque bearing No. _____ dt. _____ drawn _____, Bangalore. as advance money subject to realization of money towards the sale consideration of Schedule-B Property with undivided interest in Schedule-A Property.

9. The PURCHASERS shall pay the balance consideration of Rs. _____/- (Rupees _____ Only) in the following manner.
- a) Rs. _____/- (Rupees _____ only) for Basement Floor slab.
 - b) Rs. _____/- (Rupees _____ only) for individual Floor slab.
 - c) Rs. _____/- (Rupees _____ only) for super structure brick work.
 - d) Rs. _____/- (Rupees _____ only) for plastering electrical, sanitary and plumbing works.
 - e) Rs. _____/- (Rupees _____ only) at the time of registration.
10. The total cost of construction payable under this agreement shall be paid to the Developers in installments as set out as para 9 above. Each installment shall become due for payment on the 7th day of dispatch of a demand letter by the Developer.
11. In the event of any default or delay in payment of any of the installments by the Purchaser/s, the Vendor/Developer at its option shall be entitled to:-
- 11.1 Charge interest on the defaulted installments at the rate of 1.5% per month from the date of default till the date of payment; or
 - 11.2 Send a notice by registered Post or by Courier giving 21 days time to make payment and if the Purchaser/s still fails to pay, then rescind this Agreement and sell the Schedule B Property to any other person on such terms and conditions as they deem fit and the loss if any suffered by the Vendor/Developer, shall be made good out of the amount to be refunded to the Purchaser. The balance money, if any, due to the Purchaser/s shall be paid within Fifteen days after receipt of consideration for resale of the Schedule B Property to the new Purchaser/s. It is specifically agreed that the Purchaser/s shall be entitled for specific enforcement of this agreement or the sale agreement only upon his/her/their/its prompt payment of the installments on the respective due dates set out herein and the sale agreement.
 - 11.3 Any delay or indulgence on the part of the Vendor/Developer in enforcing the terms of this Agreement or any forbearance or giving time to the Purchaser/s by the Vendor/Developer shall not be construed as a waiver or any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same, in any manner, prejudice the rights of the Vendor/Developer.

12. Cancellation/Termination of this Agreement by Vendor/Developer shall result in automatic cancellation/termination of the Agreement for Sale separately entered into between the Purchaser/s and Vendor/Developer, in respect of the Undivided share in land, as agreed therein.
13. Apart from the cost of the Schedule B apartment payable in the manner set out in para 8 above, the Purchaser shall also pay the consideration under the Sale agreement and shall also bear and pay the following:
- 13.1 The deposits/consultancy and other charges required to be incurred for procurement of Electrical Service connection from BESCOM and Water and Sewage connection from BWSSB, Saleable Area or as the sum demanded by Developer together with any other charges or additional charges payable to KPTCL/BESCOM, BWSSB, BDA, BBMP, CMC or other Government / Statutory Authority and Taxes/Levies payable to central/State Government, betterment or other levies in regard to the construction of the Apartment and for development of Schedule 'A' Property in proportion to the Saleable Area of the Apartment and proportionate cost of Transformers, LT lines & other Equipments/Accessories required to be installed by BESCOM/BWSSB/KSPCB or other authorities.
- 13.2 The cost of any work executed by the Developer either in addition to or in modification of what is specified in Schedule 'C' and the cost of any extra facilities provided by the Developer at the request of the Purchaser;

14. CONSTRUCTION AND POSSESSION OF THE APARTMENT

- 14.1 That the Developer shall construct for the Purchaser/s, an Apartment in the building proposed to be constructed by the Developer on the schedule 'A' Property. The Developer shall hand over the possession of the Schedule B Apartment by **June 2009** (June Two thousand Nine), subject to respect of all the payments and the limitations set out claim below;
- 14.2 That the purchaser hereby authorizes the Developer to represent the Purchaser in any Government/Semi Government departments for the purpose of the planning/construction of the Apartment.
- 14.3 The condition stipulated for handing over of Possession or delivery of the Apartment described in Para 14.1 above is subject to variation on account of Force Majeure or acts of God or non-availability of steel, cement, other vital building material, water or electric supply, riot, strike or Labour problems etc. or war, civil commotion or any notice, order, rule, notification of the

Government and/or other public or competent authority or any dispute or matter relating to the property pending final determination by the Court or any other authority or charge in any rule, Regulation or Bye-law of any statutory body or authority from time to time then affecting the development/project or other reasons which are beyond the control of the Developer. The Developer shall make every effort to obtain Electrical, Sanitary and Water connections within the stipulated period, however as these issues are related to various Govt. Departments where the Developer does not have any control, no responsibility will be accepted by the Developer for delays in obtaining such connections, clearances, certificates. The Purchaser shall not be entitled to claim any damages/losses against the Developer under these circumstances on the ground of delay.

15. DEFECT LIABILITY PERIOD;

In the event of any civil or structural defect having been noticed by the Purchaser within a period of twelve months from date of Possession of the Apartment, whichever is earlier, the Developer shall attend to the same. However, cracks in plaster being natural phenomena, shall not be considered as a defect.

16. OBSERVANCE OF STATUTORY RULES AND REGULATIONS:

The Purchaser shall from the date of handing over occupation will abide by all the Bye-laws, Rules and Regulations prescribed by the Government, City Municipal Council or other Authority, in regard to Ownership or enjoyment of such Apartment and pay all taxes, rates and cesses liable to be paid thereto.

17. EXCLUSIVE RIGHTS OF THE TERRACE AREA:

If any additional F.A.R/T.D.R is available then the Purchaser herein shall not object to the utilizations of the Terrace area for the additional construction.

18. ALTERATION OF PLANS:

The Purchaser does hereby authorize the Developer at its discretion to amend the approved plans in case such amendment is necessitated due to peculiar site requirement or market conditions without materially affecting the floor plan of the Apartment.

19. NAME PLATES/HOARDINGS:

a) The Purchaser shall not put up any hoarding, name plates graffiti etc., in places other than the area demarcated and allotted by the Developer or the Association in the building. The developer shall be entitled to put up such hoardings/graffiti during and after construction and also maintain on the

building or at such places the names of the Developer and the Project at all times.

b) The Purchaser shall not alter or subscribe to any decision for the alteration of the name of the building, which shall be always be known as “**UMA SREE DREAM WORLD.**”

20. NO IMPLIED AGREEMENT/CONSENT OTHER THAN THIS AGREEMENT:

This Agreement along with the Agreement for Sale shall together be binding on the parties and shall supercede all discussions, brochures, advertisements, writings etc., and the Developer, Its staff, agents or representatives shall not be deemed to have undertaken any responsibility or have agreed anything with the Purchaser/s orally or otherwise other than what is expressly written herein and there is no implied agreement or covenant on the part of the Developer other than what is expressly agreed herein and the Agreement for Sale. Both the parties agree that all amendments to this Agreement shall be effective only if made in writing and signed by the parties to this Agreement.

21. CHARGE AND LIEN OF THE DEVELOPER:

Without prejudice to any of the terms and conditions of this Agreement, the Developer shall have the necessary lien and first charge on the undivided share of land and the Apartment against all amounts and other liabilities as may become payable by the Purchaser under this Agreement the Developer shall be entitled to withhold possession of the apartment until such amounts are fully paid and if such amounts are not paid within the date on which such amounts fall due, the Developer may sell the undivided interest in land and transfer the Apartment without being liable to the Purchaser in any manner, except to refund the amounts already paid by him/her/them/it, less damages, if any.

22. TERMINATION

In view of the Scheme formulated, it is agreed by the Purchaser that the Purchaser shall have no right to terminate this Agreement without forfeiting his/her/their/its right to the undivided share in the Schedule ‘A’ Property.

23. PROPERTY TAXES

All taxes payable to the Schedule-B Property to the City Municipal Council or any other authority shall be paid by the PURCHASER with effect from the date of the DEVELOPER notifying the PURCHASER regarding the completion of the Schedule-B Property and its readiness to hand over the same to the PURCHASER.

24. **EXPENSES FOR KATHA TRANSFER:**

All expenses that may be incurred in the matter of getting the khatha of the Schedule 'B' Property made out in favour of the PURCHASER shall be borne and paid by the PURCHASER.

25. **ASSIGNMENT:**

The PURCHASER shall not be entitled to assign their rights under this Agreement with respect to the Schedule 'B' Property without the prior written consent of the VENDOR and DEVELOPER

26. **STAMP DUTY AND REGISTRATION CHARGES:**

The Purchaser/s shall bear and pay the Stamp Duty, Registration fees and legal charges for conveyance on the prevailing market value of the land. The Purchaser/s further undertakes to pay any additional Stamp Duty or Registration fees or any other Taxes or levies that may arise due to change in the Government rules and laws in due course.

27. **WARRANTY:**

The DEVELOPER hereby warrants that the construction of the SCHEDULE 'B' PROPERTY shall conform to the approved standards and specifications set out in Schedule 'C'. However, the DEVELOPER shall not be liable for any defects that may surface or be noticed after 12 months from the date of handing over possession of the SCHEDULE 'B' PROPERTY.

28. **DECLARATIONS, AFFIDAVITS ETC:**

The PURCHASER shall sign and execute all such declarations, affidavits, applications, undertakings etc., that may become necessary for the purpose of obtaining Electricity, Water Supply and Sewerage connections etc.,

29. **MAINTENANCE:**

The expenses of Maintenance of the Gardens, Lawns, Lifts, Electricity and Plumbing, Security, Common Amenities and Common Areas Like common passages, roads, parks, lighting in the common areas, stair cases, stair ways, gardens, generator etc., shall be equally contributed by all the Owners of Flats after one year of the maintenance from the date of completion of project.

30. **CONSEQUENCES OF BREACH:**

- a) In the alternative and without prejudice to any of the rights conferred on the parties hereto and in the event of there being any breach of this Agreement by any party to this Agreement, the aggrieved party shall be entitled to seek specific performance of this contract.

- b) In the event of any dispute or differences arising between the parties hereto with regard to any matter relating to or connected with this Agreement, the same shall be referred to Arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the decision of the Arbitrator shall be final and binding on both the parties. The venue of Arbitration shall be Bangalore and the Courts of Bangalore alone shall have jurisdiction with regard to this Agreement.

31. **RIGHTS AND OBLIGATIONS:**

Since the Schedule 'B' Property is only a part of the composite building being constructed on the Schedule 'A' Property, all parties will have mutual rights and obligations in respect of common areas, common facilities, common walls, etc., The PURCHASER after the Schedule 'B' Property is conveyed to them shall be bound by the covenants contained in the sale deed.

32. **GENERAL**

The VENDOR AND DEVELOPER has agreed to hand over all the original documents of the Schedule-A Property to the association to be formed by all the Apartment owners of Schedule-A Property.

SCHEDULE - 'A'

All that piece and parcel of the Immovable Property bearing Survey No. 49/1: 49/2, situated at Hongasandra Village, Begur Hobli, Bangalore South admeasuring 2 Acres 33 guntas along Vide Conversion Order No. No.BDS:AZN:SR(S)424/2004-05 dated 02-11-2004 and bounded by:

NORTH : Chamundi Industries Ltd.,
SOUTH : Land belonging to Sri Jairam
EAST : Hosur Main Road
WEST : Private Property.

SCHEDULE 'B' PROPERTY

(Description of the immovable property hereby agreed to be conveyed by the
VENDOR and DEVELOPER TO THE PURCHASER)

_____ **Bedroom** Apartment bearing Nos. _____ in **Block-'__'** in _____ **Floor**
in the Building known as **"UMA SREE DREAM WORLD"** to be constructed on
the SCHEDULE 'A' PROPERTY with a super built up area of _____ square feet
along with 1 Covered car parking area situated in the Basement Floor and having
R. C. C. Roofing, Vitrified Flooring, Main Door with teak wood frame and shutter
with Teak finish decorative molded, made of quality hard wood (both sides teak
finish), Windows are of Powder Coated Aluminum / Internal Flush Doors with Sal
wood frames along with electricity, water and sanitary connection, together with an
undivided land shareSft., right, title, claim and interest in the land
comprised in the Schedule 'A' Property with proportionate undivided share
together with all rights, appurtenances whatsoever, whether situated on, below or
above this surface.

SCHEDULE 'C'

DESCRIPTION OF THE SPECIFICATIONS AND AMENITIES

- 1) Structure : R.C.C. Framed structure with Solid Concrete Blocks Masonry

- 2) Walls : All interior walls plastered and painted in Acrylic Emulsion with
Putty finish
Exterior Walls : Painted with Acrylic based paint
Kitchen : Designed ceramic tiles to walls above counter top and up
two feet height
All Bathrooms : Designed ceramic/glazed tiles up to 7 feet height.

- 3) Floors : Living Rooms dining and bed rooms : Vitrified tiles.
Kitchen : Vitrified tiles/ Granite tiles.
Toilets , Balconies , Utility areas : Designed Ceramic Tiles.
Lift , Lobbies, Stair case : Vitrified Tiles / Granite Tiles

- 4) Windows: Powder coated Aluminium Framed Sliding windows or Hinged
windows.

- 5) Doors : Main Entrance Door : With Teak wood frame and shutter with Teak finish decorative molded made of quality hard wood (Both side teak finish) with brass fittings.
All other Doors : Hard wood frame with flush shutters
Sit out Doors : Powder Coated Aluminium Framed with fixed glass sliding door.
- 6) Bathrooms : Designer bathroom with good quality vitrious ceramic ware for water closets and wash basins, Health faucets , Jaquar Make C.P. Fittings or equal
- 7) Kitchen : Polished Granite Kitchen Counter top, Stainless steel sink with drain board
- 8) Water supply : 24 hours water supply through Borewell and Provision for corporation water in Kitchen.
- 9) Electrical: Concealed conduit with P.V.C insulated copper wire, modular switches, Cable T.V. and Telephone Points in living room and Master bed room. Provision of A..C. Compressor Point in Master Bed Room.
0.5 KVA Generator back up for every apartment.
- 10) Generator : Generator connection for lifts , common lights and pumps
- 11) Lift : Provision of multiple number of 8 passenger lifts of 6 Nos. - 2 nos for each block.

IN WITNESS WHEREOF, the parties to this Agreement herein have executed and have affixed their respective signatures to this Agreement at Bangalore, on the day, month and year mentioned first above.

Witnesses

- VENDOR**
- 1) **M/s.ABHAYA BALAJI ESTATES LIMITED**
Represented by its G.P.A Holder
M/s.UMA MAHESWARI CONSTRUCTIONS PVT. LTD.,
Rep by its Managing Director
P. KASI VISWANADHA RAJU,
- 2) **DEVELOPER**
M/s. UMA MAHESWARI CONSTRUCTIONS PVT. LTD.,
Rep by its Managing Director
P. KASI VISWANADHA RAJU

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(PURCHASER)