

AGREEMENT TO SELL

This agreement to sell ("AGREEMENT ") is made and executed on this ----- month and year ----- at Bengaluru.

BY

- 1. Mr. N. JAYAPALA**, aged about 55 years,
Son of Mr. Narayana Swamy,
- 1a. Mrs. KAVYA**, aged about 24 years,
Daughter of Mr.N.Jayapala
- 1b Ms.KOUSHALYA**, aged about 22 years,
Daughter of Mr.N. Jayapala
- 1c Ms.ANUSHA**, aged about 20 years,
Daughter of Mr.N. Jayapala

- 2. Mr. KRISHNAMURTHY**, aged about 49 years,
Son of Mr. Narayana Swamy,
- 2a Master CHIRANTH**, aged 17 years,
Son of Mr.Krishnamurthy
- 2b. Kumari. SUSHMITHA**, aged about 15 years,
Daughter of Mr.Krishnamurthy

The Party at Sl.No.2a and 2b being minors at the time of JDA hence represented by their father and natural Guardian the Party at Sl.No.2.

3. Mr. KODANDARAMA, aged about 47 years,

Son of Mr. Narayana Swamy,

3a. Mr. DARSHAN GOWDA, aged about 24 years,

Son of Mr. Kodandarama,

3b. Ms.DEVIKA, aged about 22 years,

Daughter of Mr. Kodandarama,

3c. Ms. DIVYA, aged about 20 years

Daughter of Mr. Kodandarama,

4. Mr. VENKATESH, aged about 41 years,

Son of Mr. Narayana Swamy,

4a. Ms. SANIYA, aged about 8 years,

Daughter of Mr. Venkatesh,

4b. Ms.SUDHIKSHA, aged about 8 years,

Daughter of Mr. Venkatesh,

The Party at Sl.No.4a and 4b being minors at the time of JDA hence represented by their father and natural Guardian the Party at Sl.No.4.

5. Mrs. MANJULA, aged about 43 years,

Wife of Mr.Devaraj,

Daughter of Mr. Narayana Swamy,

6. Mrs. MAMATHA, aged about 38 years,

Wife of Mr. N.Murthy,

Daughter of Mr. Narayana Swamy,

All are residing at No.172, Belaku Nilaya,
1st Main, 3rd Cross, New Biyappanahalli Layout,
Bengaluru – 560 038.

Represented by their GPA Holder

M/s. ROYALE INFRAA

A registered Partnership Firm,
Having it's Registered Office at Survey No.64,
Near Shriram Spandhana, Challaghatta,
Bengaluru – 560 093.

PAN : **AAUFR3186Q**

Represented by its Managing Partner at the time of GPA

Mr. PRAKASH .P, aged about 39 years,

Son of Mr. P. Subba Raju,

Hereinafter referred to as the **VENDORS/OWNERS** (which expression shall wherever the context so permits or admits, mean and include their respective Legal Heirs, Successors, Representatives, Executors, Administrators and Assigns) of the FIRST PART;

M/s. ROYALE INFRAA

A registered Partnership Firm,

Having it's Office at No.64,

Challaghatta, Bengaluru – 560 093.

Represented by its Managing Partners

Mr. PRAKASH .P, aged about 38 years,

Son of Mr. P. Subba Raju,

Capt.Busa Venkata Ramana, aged about 49 years,

Son of Late Mr.Malla Reddy

Hereinafter referred to as the **PROMOTER/DEVELOPER/CONFIRMING PARTY (Mr. PRAKASH .P**, who is being representing the Partnership firm as partner, along with him Incoming Partner **Capt.Busa Venkata Ramana**, acting as one of the partner hereafter as per Reconstitution of Partnership Deed dated 23rd Sept 2016 (Same has been registered on 22.11.2016) which term wherever the context permits shall mean and include the FIRM and its Partners as constituted this day and as may be reconstituted from time to time, their respective legal heirs, Successors, Assigns, Executors, Administrators and Legal Representatives of the **SECOND PART** and

AND IN FAVOUR OF:

Mr.-----, aged about -----years, Son of -----
----- Residing at ----- bearing AADHAAR: ----- and
PAN: -----

Hereinafter called the **PURCHASER/S** (which expression shall wherever the context so permits or admits mean and include his/her/their respective Legal Heirs, Representatives, Administrators, Executors and Assigns) of the **THIRD PART**:

WITNESSETH:

1) WHEREAS, Sri. Narayanaswamy son of Late Dodda Bachappa, the father of Parties at Sl.Nos.1, 2, 3, 4, 5 and 6 of the First Part herein having acquired the land bearing Sy.No.64, measuring 3 Acres 14 Guntas, situated at Challaghatta Village, Varthur Hobli, Bangalore South Taluk, vide Deed of sale dated 01.04.1974, registered as document No.14/1974-75, Book-I, registered in the office of the Sub-registrar, Bangalore South Taluk, Bangalore and the same being his self acquired property,

2) WHEREAS, the said Sri.Narayanaswamy son of Late Dodda Bachappa and his children Parties at Sl.Nos.1, 2, 3, 4, 5 and 6 of the First Part herein were entered into registered Partition Deed vide Deed of Partition dated 27.11.2014, registered as document No.7409/2014-15, Book-I, registered in the office of the Sub-registrar, Shivajinagar (Indiaranagar) Bangalore, as per the said Partition Deed Parties at Sl.Nos.1, 2, 3 and 4 had been allotted 1 Acre 06 Guntas and Parties at Sl.Nos.5 and 6 had been allotted 14 Guntas in Sy.No.64 of Chalaghatta Village.

WHEREAS, the Parties at Sl.Nos.1, 2, 3, 4, 5 and 6 of the First Part having been allotted the above said land in manner referred above are in peacefully possession and enjoyment of the said Property and further all the revenue records transferred in their names including mutation in their names vide Mutation Registrar Extract bearing No.H5/2014-15.

3) WHEREAS, the Parties at Sl.Nos.1, 2, 3 and 4 of the First Party along with Parties at Sl.Nos. 5 and 6 of the First Part are intending to develop jointly and have made an application for seeking of conversion from Agricultural to Non-agricultural residential purposes in respect of land bearing Sy.No.64 measuring 1 Acre 06 Guntas and 14 Guntas respectively, in all measuring 1 Acre 20 Guntas, vide Official Memorandum dated 09.11.2015, bearing NoALN(EVH)SR.158/2015-16, issued by Deputy Commissioner, Bangalore District, Bangalore, situated at Challaghatta Village, Varthur Hobli, earlier Bangalore South Taluk, presently Bangalore East Taluk, Bangalore, which converted land is morefully described in the Schedule hereunder and hereinafter referred to as the **"SCHEDULE 'A' PROPERTY"**.

4) AND WHEREAS, **M/s. ROYALE INFRAA**, A registered Partnership Firm, having it's Registered Office at No.64, Challaghatta, Bengaluru - 560 093. Represented by its **Managing Partner Mr. PRAKASH .P**, aged about 38 years, Son of Mr. P. Subba Raju, (hereinafter called the Promoter/Developers/Confirming Party) have prepared a Development Scheme for the construction of multi-storied Residential building known as "ROYAL ELITE" in respect of the land described in the Schedule 'A' hereto and in pursuance of the same have entered into **Joint Development Agreement dated 23.05.2016 with the Vendors, registered as document No.BNS-1-02602/2016-17**, Book-I, Stored in C.D.No.BNSD447, registered in the Office of the Sub-Registrar, Shivajinagar (Banasawadi), Bangalore, and further the Vendors have also granted registered General Power of Attorney 23.05.2016 in favour of M/s. ROYALE INFRAA, Represented by its Managing Partner Mr. PRAKASH .P, aged about 38 years, Son of Mr. P. Subba Raju, registered as document No.BNS-4-00159/2016-17, Book-IV, Stored in C.D.No.BNSD447, registered in the office of the Sub-Registrar, Shivajinagar (Banasawadi), Bangalore in respect of the Schedule A

Property and the Property is interalia empowering it to act as her agent in the matter of disposing of the Schedule A Property falling to the share of the Promoter/Developer/Confirming Party.

Whereas the Developers have secured the building plan for the construction of the multi-storied residential building over the **Schedule "A"** under plan sanction issued by the Office of the **Bruhat Bangalore Mahanagara Palike bearing LP Number : BBMP/Ad.Com/MDP/0525/2018-19 dated -----** (Hereinafter referred to as Sanctioned Plan) for construction of residential apartment complex hereinafter referred to as "**Royal Elite**" residential apartment consisting of 3 Blocks. Block A named as "**Vignya Tower**", Block B named as "**Disha Tower**", and Block C named as "**Vidhata Tower**". All the blocks shall have a basement car parking plus Ground plus 3 Upper Floors.

5) That the DEVELOPMENT AGREEMENT and GENERAL POWER OF ATTORNEY executed by VENDORS therefore the DEVELOPERS are authorized by VENDORS to develop Scheduled "A" property by constructing Residential Apartments complex/Building and to convey the Salable Area along with divided or undivided right, interest and share of land in Scheduled "A" Property.

6) AND WHEREAS by virtue of the Registered Joint Development Agreements and read along with the Supplemental Agreements/sharing Agreements entered into between the Vendors and the Promoter/Developer/Confirming Party, the Promoter/Developer/Confirming Party herein is entitled for certain Flats as per the terms of the above said Agreements, the Apartment/Flat bearing No.-----, in -----Floor, Block-----, bearing name as "-----" of "**ROYAL ELITE**", has fallen to the share of Promoter/Developer/Confirming Party herein.

7) WHEREAS the under aforesaid scheme the Purchaser/s herein has/have scrutinized the title deeds including the working plan/drawing plan with regard to the Schedule "A" Property and after being satisfied with the title of the Vendors, the rights of the Vendors and the Scheme formulated by the Vendors and the Promoter/Developer/Confirming Party with regard to the Schedule "B" Property and the sanctioned plan, has/have approached the Promoter/Developer/Confirming Party herein to purchase an **undivided share** of ----- Sq.feet in the Schedule "A" Property which is more fully described in **Schedule "B"** hereunder and hereafter referred to as the "Schedule "B" Property" **along with** the Apartment/Flat bearing No.----- in ----- Floor, measuring -----Sq.feet consisting -----Bed Rooms, one Study Room along with ----- covered **Car parking** space is more fully described in the **Schedule C Property**, with rights, liabilities, and restrictions in the enjoyment thereof as mentioned in the Schedules hereto.

The specifications to Schedule B Property are morefully described in Annexure -2

8) WHEREAS, the DEVELOPER had agreed to provide certain Common Facilities and Amenities (which is morefully described in **Schedule "D"** hereunder and hereinafter referred to as **Schedule "D" Property** to the PURCHASER/S of the schedule B Property in **"ROYAL ELITE"**

NOW THIS DEED WITNESSETH AS FOLLOWS:

9) CONSIDERATION

9.1) That in pursuance of the aforesaid the VENDOR has offered to sell and the PURCHASERS agreed to purchase the SCHEDULE "A" property for the total sale consideration of Rs.-----
------(Rupees -----Only) in following manner.

- a) A sum of Rs.----- (Rupees ----- Only) received by way of RTGS No. dated -----.
- b) A sum of Rs.-----/- (Rupees ----- Only) received by way cheque no. ----- dated -----.

the receipt whereof the Promoter/Developer/Confirming Party do hereby admits and acknowledges before the undersigned witnesses, the Promoter/Developer/Confirming Party/Vendors do hereby grants, conveys, transfers and sells unto the Purchaser/s -----
----- Sq.feet undivided share in the total land in the Schedule "A" Property, which is more fully described in the schedule 'B' hereto, along with the flat described in the Schedule "C" hereto and together with such undivided interest, rights, estates, claims of the Vendors in to and upon the same and every part thereof TO HAVE AND TO HOLD, subject to the stipulations contained in the Schedule hereto, free from all encumbrances.

AND that the Purchasers by virtue of having paid the entire sale consideration in full has/have become the absolute owner/s of Property as described in the "Schedule B" together with Schedule "C" Property" and shall have full and absolute rights to sell, mortgage or encumber the rights over the Property described in Schedules "B and C" and deal with the Property in any manner so as to encumber or raise loans. Further the Purchaser/s or his/her agents or legal heirs or authorized representatives of the Purchaser/s shall enjoy absolute rights, hence forth, over Properties in "Schedule B & C".

AND that the Vendors both hereby declares that they are the true, lawful and absolute owners of their respective lands described in the Schedule 'A' hereto, and assure the Purchaser/s that they have not acted in any manner with the result that such right is curtailed.

AND in particular the Vendors doth hereby declare that their respective lands described in the Schedule 'A' hereto is not subject to any lease or court proceedings and the Vendors have paid all the taxes and outgoings upto this date in respect thereof and undertake to discharge any such amount levied or livable upto this date.

AND that the Vendors doth further assure the Purchaser/s that the Vendors shall do or cause to be done all things the Purchaser/s may reasonably require however at the cost of the Purchaser/s for more perfectly assuring the undivided interest in the land described in the Schedule 'A' hereto and Flat to be conveyed, granted, transferred and sold to the Purchaser/s.

AND that the Vendors doth hereby assure the Purchaser/s that the Vendors shall not convey to any person any interest in the land described in the Schedule 'A' hereto without annexing thereto the stipulations contained in the Schedules hereto.

PROVIDED ALWAYS that the Vendors or person/s claiming through or under trust for the Vendors shall have the right to enforce the stipulations contained in the Schedule/s hereto.

PROVIDED ALWAYS that the Parties do hereby agree to abide by the stipulations contained in the Schedules hereto.

10) DELAYED PAYMENT

10.1) Its specifically agreed between the VENDORS and PURCHASERS that the payment towards SCHEDULE "B" property will be as per Annexure – 1 and shall be made by PURCHASERS with in 15(Fifteen days) from the date of demand. If the purchaser makes payment after the due date the PURCHASER shall pay amount in default along with the interest calculated at 18% per annum for such delayed period. The interest shall be computed from the date of installment was due for payment till the payment is fully received.

10.2) If any Default payment of an amount due together with intrest on such amount extends beyond the period of 3 (three) month computed from the due date, such default shall be deemed unreasonably delayed.

10.3) It is specifically agreed that, if a payment is unreasonably delayed as stated above the VENDORS shall be entitled to terminate this agreement by giving 7 (Seven) days notice to the PURCHASER/S. If purchaser fails to pay the amount. The agreement stands terminated and Purchaser shall be liable to pay liquidated damages equivalent to 25% of the amount payable to VENDORS and DEVELOPERS as per Scheduled of the payment in the agreement to Sell and Build till date of termination. Accordingly VENDORS shall be entitled to deduct the same from amounts already paid by PURCHASER/S to VENDORS and DEVELOPERS under respective agreements and balance amount shall be returned to the Purchaser/s or to the Bank as the case may be. If the PURCHASER/S make/s the entire payment with interest as contemplated in Clause 2.1 above, within the period specified in the notice and the VENDORS are satisfied that the delay was due to bonafide reason, the VENDORS may not in their sole discretion terminate this agreement.

11) THE VENDORS COVENANT WITH THE PURCHASER/S AS FOLLOWS:

11.1) That the Purchaser/s shall be entitled to quietly enter upon, hold, possess and enjoy the Property hereby conveyed as absolute owner/s, without any interference or disturbance by the

Vendors or their predecessors-in-title or any one claiming through or under them or any person claiming any legal title thereto:

11.2) That the title of the Vendors to the Property hereby conveyed is good, marketable and subsisting and that they have the power to convey the same and that there is no impediment for this sale under any law, order, decree or contract:

11.3) That the Vendors are the absolute owners of the Schedule 'A' Property and that none else have any right, title, interest or share therein:

11.4) That the Property hereby conveyed is not subject to any encumbrances, attachments, court, tenancy or acquisition proceedings or charges of any kind:

11.5) That the Vendors have paid all rates, taxes, cesses and outgoings in respect of the Schedule 'A' Property upto the date of sale:

11.6) That the Vendors/Developer shall, whenever so required by the Purchaser/s, do and execute all such acts, deeds and things for more fully and perfectly assuring the title of the Purchaser/s to the Property hereby conveyed.

11.7) That the Vendors/Developers shall keep the Purchaser/s fully indemnified and harmless at all times, against any action or proceedings, loss or liability, cost or claim that may arise against the Purchaser/s or the Property hereby conveyed, by reason of any defect in or want of title on the part of the Vendors or their predecessors-in-title and against any consequential disturbance or interference to the peaceful possession and quiet enjoyment of the Property by the Purchaser/s.

11.8) That the Vendors/Developer/Confirming Party shall hand over vacant possession of the Schedule 'B' and 'C' Property to the purchaser/s as per the terms of the agreements entered to between the parties and after having inspected the said flat and being fully satisfied with regard to the specifications pertaining to the structure, quality of construction, materials used and all other related matters which are as per the agreed specifications, and you have undertaken to Indemnify the builder against any claims in future.

11.9) The Purchaser/s has/have examined the title of the Vendors to the Schedule "A" Property and has seen/scrutinized the documents of title and is satisfied with Vendors' title to the Schedule "A" Property.

12) THE PURCHASER/S COVENANT WITH THE VENDORS AS FOLLOWS:

12.1) The purchasers have confirmed that they have looked into all documents and be satisfied with the title of Vendors and JDA of Developers regarding Scheduled "A" property and Scheduled "B" property.

12.2) The stamp duty, Registration charges and legal expenses in occurred on account of Registration of sale deed in respect of Schedule B property and Schedule C property as per the rule prevailing at the time of registration including stamp duty and any fee that may be demanded by the Special Deputy Commissioner for detection of under valuation of stamp or any other authorities and all other miscellaneous and any other incidental expenses shall be borne and paid by the PURCHASER alone. It is the responsibility of PURCHASERS to attend his/her/their sole cost and expense and secure release of the Sale Deed. The VENDORS/DEVELOPERS have no liability in respect there of.

12.3) While Formation registering Apartment association as per Karnataka Apartment ownership act the above clause 12.2 is strictly adhered to.

12.4) The PURCHASERS shall pay such deposits, costs, charges, levies and such other expenses including professional and legal charges etc., as may be required for completion of construction and handing over the position of the Schedule "C" property

12.5) The PURCHASERS shall pay all taxes, deposit charges towards BESCOM/KEB/BWSSB or any other service provider. The PURCHASER shall also pay all the requisite corporation taxes, expenses, charges and related expenses for the bifurcation and registration of KHATA in his/her/their names including all other charges, levies and other taxes that may be imposed/demanded/recovered by the municipality or corporation and/ or any dept. of the Govt or any public authority or statutory body in respect of said construction either before or after completion of construction of the residential apartment complex and / or at the time / before/ after delivery of possession. Same shall be borne and paid by PURCHASERS in proportion to the Super Builtup area of SCHEDULE "B" and SCHEDULE "C" property. The said amount shall be deemed as charged on property.

12.6) The PURCHASERS shall not cause any hindrance to Vendor during the course of construction nor shall do such thing that may delay or stop the project, including taking such legal action or bringing stay or other matters that may have reciprocal action on progress of work at any time. The PURCHASER/S hereby indemnifies/indemnify the Vendor against all risks, costs and damages that Vendor may be put to in the course of construction of said residential apartment on account of any act of PURCHASER/S which violates all or any part of the terms and conditions mentioned in this agreement.

12.7) The Vendee(s) shall become and remain a member of any Society/Association of Apartment Complex(Hereinafter referred to as the "Association") to be formed by and consisting of all Flat owners in "ROYAL ELITE" for purpose of attending to the matters of common interest, including repairs, maintenance, Lime rendering, painting etc., in respect of Residential Apartment Complex and to maintain Lobbies, Club House, Swimming Pool, Changing Rooms, Gymnasium, Badminton Court, Community Hall, Game Zone, Yoga Room, Sewage Treatment Plant, Softscape, Hardscape Lifts, generators, Overhead Tanks, Under ground Reservoir, and all other common areas. The PURCHASER/S will observe, abide and perform terms and conditions, by-laws and rules & regulations prescribed by such Association.

12.8) The PURCHASER/S will use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in "ROYAL ELITE" in common with other purchasers or permit free passage of water, sanitary, electrical lines, through and along the same or any of them and to share with other PURCHASER/S the cost of repairing and maintaining all such sewers, drains and water lines as also the cost of maintaining and repairing all common amenities such as common passages, staircases and whatever is mentioned in Clause 12.7 etc., and to use the same as the aforesaid and/or in accordance with Rules, Regulations, By-laws and terms of association to be formed by Flat owners in "ROYAL ELITE".

12.9) The PURCHASER/S shall duly and punctually pay proportionate share of Panchayat/Municipal taxes rates and cesses, insurance charges, cost of maintenance and management of building, charges of maintenance services like water, sanitation, electricity etc., salaries of Security, House

keeping servants, Gardeners, Electricians, Plumbers and Supervisor of building and other expenses in regard to "ROYA ELITE" as may be determined by Managing Committee of Association, from time to time. The liability for payment of such share shall commence from the date when intimation is given by DEVELOPER that apartment is ready for occupation irrespective of whether PURCHASER takes possession thereof or not. If ASSOCIATION does not come into existence by the date the apartment is ready, PURCHASER shall pay such share of maintenance/ expenses etc to DEVELOPER as may be determined by the DEVELOPER.

12.10) The PURCHASER/S shall not make any additions or alterations or cause damage to any portion of building or Schedule "B and C" Property and not to change the outside colour scheme, External elevation/Facade/Decor or Schedule "B" Property, other than in a manner agreed to by majority of flat owners of "ROYAL ELITE"

12.11) The PURCHASER/S shall not park any vehicle in any part of Schedule "A" Property except in parking area specifically allotted and earmarked for the purchaser.

12.12) The PURCHASER/S shall not raise any other construction in addition to Schedule "B&C" property.

12.13) The PURCHASER/S shall not store in the said flat any goods which are hazardous or combustible or considered objectionable by any authorities or dangerous or excessively heavy so as to effect or damage the construction or the structure of building.

12.14) The PURCHASER/S shall not use or permit use of common passage and common staircase, either for storage or for use by servants at anytime or hang household clothes, linen and other personal effects on verandahs or above parapet or railings level.

12.15) The PURCHASER/S shall not question Sale/Contract amount or other terms that has been settled/finalized/to be settled between Vendor and other Prospective PURCHASER/S of other undivided & unspecified share, right and interest in Schedule "A" property and also such properties which do not come under purview of his/her Sale deed or Sale Agreement.

12.16) The PURCHASER/S shall not be entitled to seek partition or fragmentation or division or separate possession of Schedule "B" property under any circumstances, as it is schedule to be remaining with Schedule "A" Property for all times to come, being inseparable, undivided share.

12.17) The PURCHASER/S shall be entitled to have interest in use and enjoyment of common areas and facilities along with all other owners of Flats in the project jointly as co-owners and not absolutely as the owner thereof, such right is always attached to the right of ownership of Schedule "B & C" property inseparably.

12.18) The PURCHASER/S shall be entitled to own Residential Flat described in Schedule "B" hereunder only in the manner provided under this Sale Agreement.

12.19) The PURCHASER/S shall not alter or subscribe to alteration of the name of building towers Vignya Tower, Disha Tower and Vidhata Tower or complex which shall be always known as "ROYAL ELITE"

12.20) That the PURCHASER shall not question the sale amount or contract terms that have been settled/finalized/to be settled between the Vendors/Developers and other prospective purchasers of apartments in the residential complex.

12.21) By virtue of purchasing SCHEDULE "B" property the PURCHASER/S shall be obligated to enter into the AGREEMENT TO BUILD.

12.22) The PURCHASER shall be entitled to own residential apartment described in SCHEDULE "B" and SCHEDULE "C" hereunder only in the manner provided under this agreement read along with the AGREEMENT TO BUILD.

12.23) The PURCHASER shall have no enforceable rights under the agreement until the PURCHASER has fulfilled all his obligations under this agreement, there being no default in payment of consideration to the VENDOR/DEVELOPER

13) RIGHT TO USE COMMON AREAS AND FACILITIES

13.1) The parties agree that the DEVELOPER shall be entitled to construct/install various common facilities for the use and enjoyment of all apartment owners in the residential apartment complex which is morefully described in SCHEDULE "D"

14) TERMINATION OF AGREEMENTS

14.1) In the event of Vendors terminating the agreement, following will result:

If the PURCHASER breaches or commits a default under any provision of this agreement or the agreement to build and the same is not remedied within 7(Seven) days after receiving a written notice of the same from the 1st Vendor, this agreement shall stand terminated on the expiry of aforesaid 7(Seven) days

14.2) If this agreement is terminated in accordance with clause14.1 or 14.2 the following consequences will result:

a) The AGREEMENT TO BUILD shall stand terminated

b) The PURCHASER shall be liable to pay liquidated damages equivalent to 25% of all amounts payable to the VENDORS/DEVELOPRS as per Annexure-I of this agreement and Annexure-IV of the AGREEMENT TO BUILD. Accordingly VENDOR/DEVELOPER shall be entitled to deduct the same from amounts already paid by PURCHASER/s acknowledge/that the same is genuine pre-estimate of the damages that the VENDOR/DEVELOPER would suffer on the account of failure of the PURCHASER to make payments to the VENDOR/DEVELOPER under this Agreement.

c) The VENDOR/DEVELOPER shall be entitled into a separate agreement to sell with any other person in place of the PURCHASER in respect of the sale of SCHEDULE "B" and SCHEDULE "C" property on terms as may be agreed upon between the VENDOR/DEVELOPER and such other person.

d) The PURCHASER confirms that upon termination of this agreement he/she/they will not have any manner of right title or interest in respect of the residential apartment complex. The SCHEDULE "A" property and the SCHEDULE "B" or the SCHEDULE "D" property. The PURCHASER/s rights are limited to receiving of some of amounts paid by him/her them less liquidated damages as detailed in this agreement.

14.3) The PURCHASER may terminate this agreement should the VENDOR/DEVELOPER failed to handover the possession of SCHEDULE "B" apartment. The PURCHASER can terminate this agreement subject to following terms and conditions being fulfilled.

a) By providing the VENDOR/DEVELOPER prior written notice of 30(Thirty) days.

b) The PURCHASER obtaining a NO objection Certificate from the bank/Financial Institutions from which he/she/they have borrowed monies for the purchase of SCHEDULE "B" property.

c) If the PURCHASER/S has /have paid not less than 40% of amounts due under this agreement and the AGREEMENT TO BUILD (Excluding amounts paid towards legal documentation charges, GST and any other taxes or charges) without any default.

d) In case any portion of GST tax collected or appropriated from the PURCHASER and paid by the VENDOR/DEVELOPER to the Govt authorities the VENDOR/DEVELOPER shall return to the PURCHASER, subject to receiving the refund from the Government. The refund to the PURCHASER shall be made after the termination of the agreement by PURCHASER for reason aforesaid.

e) The VENDOR/DEVELOPER shall refund to the PURCHASER all amounts paid to the First VENDOR (excluding amounts paid to the legal and documentation charges and GST) after deducting 25% of the amounts paid till that date as liquidated damages. The PURCHASER/S acknowledge/s that the same is genuine pre-estimate of the damages that the VENDOR/DEVELOPER would suffer on account of the PURCHASER/s seeking termination of this agreement in the manner contemplated herein.

f) The PURCHASER shall cease to have any interest, claim or right against VENDOR/s / DEVELOPERS, the SCHEDULE "A" property SCHEDULE "B" property and SCHEDULE "C" property and the First VENDOR shall be free to transfer all above SCHEDULED properties to a third party on terms as it may deem appropriate.

15) NOMINATION

A PURCHASER/S may exercise the option of nomination in which he/she/they desire and request VENDORS & DEVELOPERS to enter into the fresh agreements to sell and build with a nominee of

his/her/their choices with respect to Schedule "B" & "C" Properties , only after the purchaser makes 40% of total consideration OR on expiry of one year from the date of this agreement whichever is earlier.

- i) The PURCHASER/S is/are not entitled to nominate a person, if termination of agreement is effected by VENDORS as per Clause 6 supra.
- ii) The PURCHASER/S shall pay a transaction fee of Rs 250/- per Sq.ft of Super built up area of Scheduled "B" property to VENDORS/DEVELOPEERS.
- iii) The PURCHASER/S shall furnish all details of the nominee as required by VENDOR and also a letter of consent by the VENDOR/DEVELOPER.
- iv) The PURCHASER/S shall obtain no objection certificate from Financial institution from whom he/she/they has/ have borrowed monies for construction of Scheduled "C" Apartment and attach the same along with a request letter addressed to VENDORS/DEVELOPERS requesting them to terminate all agreements executed between PURCHASER/S, VENDORE and DEVELOPERS. The PURCHASER/S shall return all agreements to the VENDORS through DEVELOPER once proposed nomination is accepted by VENDORS through DEVELOPERS.
- v) Amounts paid by PURCHASER/S to VENDORS will be refunded to PURCHASER/S subject to the nominee of PURCHASER/S executing Agreements with VENDORS and DEVELOPERS and after the VENDORS and DEVELOPERS/ Confirming party receive all payments due from nominee of PURCHASER/S.
- vi) If nominee of PURCHASER/S fails to complete legal and other formalities as required by VENDORS within 15 days from date of issue of nomination letter by PURCHASER/S and its accepted by VENDORS/DEVELOPERS, then the VENDORS are at liberty to terminate the agreement with the PURCHASER/S without any further notice to PURCHASER/S and are entitled to deduct 25% of amounts paid by the PURCHASER/S (excluding amounts paid towards legal documentations charges, GST and other charges) for which PURCHASER/S do/ docs not object. The PURCHASER/S shall not be entitled for any intrest.
- vii) The VENDORS reserve their rights either to accept or reject the nomination made by PURCHASER/S without assigning any reason whatsoever.

16) CHARGE:

The Vendor shall have first charge over Schedule "B" and Schedule "C" Property, until all amounts payable by the PURCHASER/S in terms of this sale agreement and AGREEMENT TO BUILD are fully paid.

17) RIGHTS AND OBLIGATIONS:

Since the Scheduled "B" Property forms only a portion of the Scheduled "A" property, he PURCHASER/S and the buyers of all other undivided interest in the Scheduled "A" Property shall be mutual rights and obligations in respect of common area, common facilities, common walls, etc.

17.1) The PURCHASER/S shall be entitled to use the recreation centre facilities built as a part of the project on the Scheduled "A" Property. The PURCHASER/S shall become members of the recreation centre and pay such subscription charges to the recreation centre directly. The PURCHASER/S shall follow the Rules and Regulations framed for the usage of Recreation Centre(Club House) . The PURCHASER/S shall not sell, transfer, assign or sub-let the membership of the recreation centre to any third person/s. The PURCHASER/S membership to the recreation centre shall always be linked to the ownership of the Scheduled "B" Property. Upon sale of the Scheduled "B" Property by the PURCHASER/S , such membership will be automatically transferred to the transferee and the PURCHASER/S shall cease to be a member of the recreation center.

17.2) The PURCHASER/S, members of his /her/their family and other apartment owners shall be entitled to use Common Facilities which are more fully described in **Scheduled "D"** hereunder. However, he/she/they shall pay such amounts as DEVELOPER or duly constituted body fixes for use of such facilities. This privilege shall be subject to rules and regulations, in the matter of use of above facilities, which may be initially framed by DEVELOPER and on transfer to duly constituted body, the same may be revised by such a body.

18) RESTRICTIVE CLAUSE.

The PURCHASER/S shall not have any claim over any other undivided share , right or interest in the Scheduled "A" Property other than the Scheduled "B" Property and the Scheduled "C" Property. The PURCHASER/S shall not do or cause to be done, any act or omission which may obstruct or hinder the construction of the residential apartment complex by the VENDORS/DEVELOPERS.

19) SPECIFIC PERFORMANCE.

The PURCHASER/S is /are not entitled to claim or demand any severance or separate performance of any specific term or provision of this Agreement VENDORS, without being bound and liable at the same time to perform the terms and conditions of this Agreement.

20) NOTICE

All letters, receipts or notices issued by the VENDORS/DEVELOPERS and dispatched under a certificate of posting /courier/e-mail to the address of the PURCHASER/S detailed in this Agreement will be sufficient proof of service thereof on the PURCHASER/S and shall effectually discharge the VENDORS from such obligations to issue any notice under this Agreement.

21) CONSENTING PARTY

M/s. ROYALE INFRAA, ie., the DEVELOPER is a CONFIRMING PARTY for execution of this agreement.

22) CUSTODY

This agreement is executed in two sets. Original is retained by VENDOR/DEVELOPER and the duplicate copy will be with PURCHASER/s

SCHEDULE "A" PROPERTY

All that piece and parcel of undeveloped converted land bearing Sy.No.64 in all measuring 1 Acre 20 Guntas, BBMP Khata No.1016/Sy.No.64, vide Official Memorandum dated 09.11.2015, bearing NoALN(EVH)SR.158/2015-16, issued by Deputy Commissioner, Bangalore District, Bangalore, situated at Challaghatta Village, Varthur Hobli, earlier Bangalore South Taluk, presently Bangalore East Taluk, Bangalore, and as per conversion order the bounded on

East	by	Road and Remaining Land bearing Sy.No.64:
West	by	Land bearing Sy.No.66;
North	by	Land bearing Sy.No.63;
South	by	Land bearing Sy.No.65.

SCHEDULE "B" PROPERTY

Residential Apartment/Flat bearing No.-----, in ----- Floor, Block-----, bearing name as "----- TOWER", measuring ----- Sq.feet of Super Built Up Area, containing ----- Bed Rooms, ----- Study Room, together with ----- Sft undivided interest in the immovable property mentioned in Composite Schedule 'A' Property above, (i.e., Proportionate to built up area). Also including proportionate share in common areas such as Passages, amenities, Lobbies, Staircase and lifts to be constructed on Composite Schedule 'A' Property in the Multi-storied residential Building known as "ROYAL ELITE"

SCHEDULE "C" PROPERTY

Exclusive rights to use Car parking of ----- Sq.Feet or ----- Sq.Meters bearing No: "-----" in Basement Floor of "ROYAL ELITE"

SCHEDULE 'D' PROPERTY

All apartment OWNERS shall enjoy above common facilities and these facilities are for beneficial for use of OWNERS but no one has right to put up any temporary or permanent structure in these areas nor anyone has got any right to obstruct other apartment OWNERS to enjoy them as a common facility in the beneficial use of apartment owners in the SCHEDULE "A" property.

ANNEXURE - IV (PAYMENT SCHEDULE FOR CONSTRUCTION AND CAR PARK)

Serial Number	Payment Schedule	Percentage of Total Sale Consideration	Amount in Rupees
1	On execution of Agreements inclusive of Booking Amount	25%	
2	On completion of Basement Slab	15%	
3	On completion of Ground Floor Slab	20%	
4	On completion of 1 st Floor Slab	6%	
5	On completion of 2nd Floor Slab	6%	
6	On completion of 3rd Floor Slab	6%	
7	On completion of Block Work	5%	
8	On completion of Exeternal & Inner plastering	5%	
	On completion of Flooring and Fixture of Doors & Windows	3%	
	On completionSanitary fittings and Painting work	2%	
	On Completion of External paint	2%	
	Possession	5%	
	TOTAL	100%	

IMPORTANT: GST or any other taxes or levies as may be levied by the Government to be paid along with the respective installment at applicable rate on demand.

ANNEXURE – II
HIGH-END SPECIFICATIONS

- **Structure:** RCC Framed structure
- **Walls** : 6” and 4” with block masonry
- **Main Door** : Hardwood frame with Malamine-polished shutters and architraves.
- **Internal Doors:** Solid wood frame with flush doors
- **Windows** : UPVC Windows of Standard make for low maintenance.
- **Flooring** : Vitrified Tile flooring with plain colour of Standard make 900mm X 900mm Size.

- **Kitchen** : Polished Granite Platform with Steel Sink and Tiles Dado up to 2’ 00” Height
- **Electrical:** Concealed wiring of copper (Havells or equal make) wire with Modular Switches(Le-Grand or equal) and necessary Provisional points for modern appliances ie., AC, Geyser, TV, Telephone and Intercom
- **Washroom:** Pastel coloured EWC with Glazed ceramic concept tiles dado up to 7’ in wet area. Flooring will be covered with Standard Make Anti skid Tiles.
- **Sanitaryware:** Asthetically designed modern Sanitary ware(Hindware or equal) with CP fittings of Jaquar make or equal.
- **Lobby** : Double height Lobby with Glass Facade at each tower with a Water Fountain and a Decorative Chandelier
- **Corridor** : All Corridors and Staircase Steps will be covered with Granite/Non-skid tiles
- **Painting** : Interior: 2 coats of Acrylic Emulsion paint over a coat of primer on putty finish.
Exterior: 2 Coats of Exterior Emulsion or combination of texture and sponge finish over one coat primer.
- **Elevator:** Capacity of 8 Passenger for each block.
- **Generator** : Complete power backup for lift, common areas and 50% backup for all flats
- **Intercom** : Intercom facility to all flats connecting to security.

- **Security** : 24 Hours security with CC Cameras in Common Areas
- **Water Supply:** Water supply from 6" Borewell & Provision for BWSSP water

IN WITNESS WHEREOF, Parties herein have affixed their signatures to these presents in presence of witnesses attesting hereunder on the Day, Month and Year first above mentioned.

M/s. ROYALE INFRAA

PURCHASER/S

Managing Partner 1

Managing Partner2

WITNESSES:

1.

2.

Drafted by: **Capt.Venkata R Busa**

Mob: 9848759878