

AGREEMENT TO SELL

This **AGREEMENT TO SELL** is executed on this ____ day of March 2022 (/03/2022) at Bengaluru:

BY:

Mr. Sabu Thomas, S/o Sri. K.C.Thomas, residing at P 04, Cansa Square, Shivananda Road, Jagadish Nagar, Bangalore 560075.

(Hereinafter referred to as the "**VENDOR**" which expression shall, unless it be repugnant to the context or the meaning thereof, shall mean and include his legal heirs, executors, administrators, successors and assigns of the **ONE PART**;

AND

M/s CANSA REALTY, a Limited Liability Partnership, having AAV-8736 and PAN No: AAQFC2399Q, having its registered office at S.K.Arcade, 3rd Floor, No. 33/1, Doddakannalli, Carmalaram Post, Sarjapur Road, Bengaluru-560035 and represented by its Managing Partner Mr. Sabu Thomas,

(Hereinafter referred to as the "**DEVELOPER**" which expression shall, unless it be repugnant to the context or the meaning thereof, shall mean and include its successors-in-office, successors-in-interest, executors, administrators and assigns) of the **SECOND PART**;

IN FAVOUR OF

Mr.....

(Hereinafter referred to as the "**PURCHASER/S**",

WITNESSES AS UNDER:

Whereas, the Vendor is the absolute owner in possession of all that piece and parcel of converted land bearing Sy.No. 276 (Old Sy.No. 36/270 measuring 2-00 Acres (Converted vide Official Memorandum dated 22.02.2022 bearing No. 299269 issued by the Deputy Commissioners Office, Bangalore Rural District, Bangalore) situated at Samethanahalli Village, Anugondanahalli Hobli, Hosakote Taluk more fully described in the Schedule hereto and herein after referred to as the "Schedule "A" Property";

Whereas, Developer is engaged in the business of Real Estate Development and has requisite experience/expertise in planning, designing, handling, supervising, construction, raising finance, and marketing of the residential and commercial properties;

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Whereas, the Vendor has entered in to Joint Development Agreement with the Developer for development of the Schedule A Property under the Joint Development Agreement dated _____ document registered as No. _____ in Book I, stored in C.D.No. ____ in the office of the Sub-Registrar, Hosakote;

Whereas, along with the Joint Development Agreement as above, the Vendor has also executed General Power of Attorneys in favour of the Developer authorizing the Developer apart from other powers, to sign and execute any deed, by way of sale, assignment, gift, lease and other conveyances including Agreements for sale in respect of developers share under the Joint Development Agreement under the General Power of Attorney dated _____, document registered as No. ____ in Book IV, stored in C.D.No. _____ in the office of the Sub-Registrar, Hosakote;

Whereas, the Vendors and the Developer herein have formulated a Scheme for residential Development comprising of Villa and Group Housing Development on the Schedule "A" Property and other adjacent properties in different phases under the name and Style "**CANSA HESTIA**";

Whereas, pursuant to Joint Development Agreements referred to above, the Developer has applied for sanction of the layout plan from the **STRR** and the same was secured from the **STRR** vide No. _____;

Whereas, the Developer has evolved a scheme of ownership of Residential Villas in _____ Cansha Hestia being developed in Schedule "A" Property, of which Villa Plot set out in the Schedule "B" hereto and herein after referred to as the "Schedule "B" Property, in terms of which any person desirous of owning a Villa in Cansha Hestia _____ is required purchase from the Vendor-Developer the Schedule "B" Property by entering into an Agreement to Sell with the Vendor-Developer, by virtue of which such Purchaser/s gets a right to get constructed the corresponding VILLA in Cansha Hestia _____ chosen by the Purchaser/s exclusively through the Developer. Upon such sale in the overall scheme, the entire Schedule "A" property will be jointly owned and held by the Owners of the Villa Plots and Villas in Cansha Hestia _____ built therein and each of them having demarcated villa Plot in the Schedule "A" Properties and absolute ownership to the respective Villas with a right to use in common with others, all the common amenities, roads/accesses, areas and facilities within the Schedule "A" Properties. The Developer has reserved right of usage of roads and passages in the schedule "A" Properties in perpetuity for use of various developments proposed in the adjacent properties. The Scheme as described above forms basis of sale and ownership of Villa in Cansha Hestia _____;

Whereas, the Purchaser/s, being desirous of joining the Scheme, has satisfied with the title of the Vendors/Developer in respect of the Schedule "A" Property being good and marketable and the Development Plan sanctioned by the **STRR**. The Purchaser/s has/have understood the sanctioned plans and the scheme that has been formulated by the Vendors/Developer of the _____ of the Development. The Purchaser/s herein who has/have agreed purchase Villa Plot-Schedule "B" Property herein shall have no right, title or interest in the remaining extent of the

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_____. The Purchaser/s has/have further confirmed that Purchaser/s has/have carefully read the conditions of this Agreement and has/have understood his/her/its obligations and liabilities and limitations as set forth herein and has/have neither relied upon nor been influenced by any marketing brochures, emails, advertisements, representations of any nature whatsoever whether written or oral. The Purchaser/s being satisfied as aforesaid and relying upon his/her/its own judgment and investigation(s) and on advice of competent legal counsel/advocate engaged by Purchaser/s, has/have approached and offered to purchase Schedule "B" Property;

Whereas, the Purchaser/s has/have approached the Developer to join the said Scheme and to purchase the Schedule "B" Property to enable the Purchaser/s to get constructed VILLA through the Developer , in the _____ on the Schedule "B" Property under a separate construction contract;

Whereas, after discussions and negotiations between the Developer and the Purchaser/s herein agreed to purchase the Schedule "B" Property so as to enable the Purchaser/s to get constructed only through the Developer under the separate construction Agreement, a VILLA having _____ Square feet with car parking spaces which is more fully set out in the Schedule "C" hereto subject to complying with the terms and conditions of this agreement and the Construction Agreement and payment to the Developer all the amounts detailed in both the Agreements;

Whereas, the Purchaser/s has/have also been made aware that the Vendor/ Developer is likely to acquire additional land (Additional Lands) which if decided by the Vendor/ developer would be integrated with the Schedule "A" Property and will be part of the Development. All common amenities and facilities which are provided in the Schedule "A" Property will be made available to the development on such Additional Lands and also the Additional Land would be available to the entire integrated development of the Schedule "A" Property. The Constructed areas in additional land would be entitled to and will be permitted to use the recreational facilities, amenities and infrastructure and the right of ingress and egress through the roads, passages, drive ways gates, etc., provided in the Larger Property ;

Whereas, the Purchaser has agreed and covenants that he/she/they shall not object nor raise any objections to such integration of the Schedule "A" Property and the Additional Lands. The integration of the Additional Land would not in any manner affect the Purchaser/s rights in the Schedule B and "C" Properties;

NOW THEREFORE THIS AGREEMENT FOR SALE WITNESSETH THE FOLLOWING TERMS AND CONDITIONS:

1. SALE PRICE & PAYMENT

- 1.1. That in pursuance of the foregoing and in consideration of the mutual obligations undertaken by the Parties hereto and in consideration of the advance paid on this day by the Purchaser/s to the Developer, the Developer does hereby agree to sell and the

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Purchaser/s hereby agree/s to purchase the Schedule "B" Property for a total sale consideration in a sum of Rs.-----/-, subject to the terms, conditions and covenants herein contained. Payment of Sale Consideration is the essence of this agreement and shall be paid by the Purchaser/s as per the Payment Schedule annexed hereto in **Annexure A** forming part of this agreement.

- 1.2. The Purchasers hereby covenant/s that the balance of the price will be paid by the Purchaser/s to the Developer as per the schedule of payment envisaged in Annexure 'A' hereto and time of payment of each installments shall be the essence of the contract, in view of the Scheme. The Developer have further informed the Purchaser/s and the Purchaser/s is/are fully aware that the default in payments of the balance amount would affect the entire project as envisaged, as there are other purchasers who have joined, and will from time to time join the Scheme to purchase based on the assurance given by the Purchaser/s that there will not be any delay in payments of the balance of the installment of the sale consideration.
- 1.3. All payments shall be made in favour of the Developer, either by Cheque or Demand Draft payable at Bangalore or through Wire Transfer. In cases of out station Cheque or Demand Draft or Wire Transfer, collection charges, if any will be debited to the Purchaser account and credit for the payment made will be given on net credit of the amount. In case the cheque is dishonoured for the first time, a sum of Rs. ____/- (Rupees ____ Only) shall be debited to the Purchaser's account in addition to the Bank charges. In the event of subsequent dishonour, a sum of Rs. ____/- (Rupees ____ Only) shall be debited to the Purchaser's account in addition to the bank charges. This is without prejudice to the right of the Vendor/Developer to terminate this agreement as breach on the part of the Purchaser/s.
- 1.4. The Purchaser/s, if a non-resident of India, shall be solely responsible for comply with necessary formalities as laid down in Foreign Exchange Management Act, 1999 (FEMA), Reserve Bank of India Acts & Rules (RBI) made there under or any other statutory amendment/s modifications made thereof and all other applicable laws including that of remittances of payments, acquisition, sale, transfer of immovable Property etc. and provide the Vendors/Developer with such permissions, approvals which would enable the Vendors/Developer to fulfill its obligations under this Agreement. The Purchaser/s agree/s that in the event of any failure on his/her/their part to comply with the applicable guidelines/laws issued by the RBI, the Purchaser/s alone shall be liable for any action under FEMA. The Purchaser shall keep the Vendor/Developer fully indemnified and harmless in this regard. Wherever there is a any change in the residential status of the Purchaser/s subsequent to the signing of this Agreement it shall be the sole responsibility of the Purchaser/s to intimate the same in writing to the Vendor/Developer immediately and comply with necessary formalities if any under the applicable laws. The Vendor/Developer shall not be responsible towards any third party making payments, remittances on behalf of any Purchaser/s and such third party shall not have any right in this

application/allotment of the Schedule "C" Villa in any way and the Vendors/Developer shall issue the payment receipts in favour of the Purchaser/s only.

- 1.4 In the event of there being any breach of any of the terms of this agreement or any default by the Purchaser/s in payment of the sale consideration or any installment thereof on the due dates for whatsoever reasons, the Developer agrees to send the reminder for payment of the amount payable as per the Annexure-A. The Purchaser/s shall pay the said sum within ten days of such demand failing which, it shall be construed as the breach of contract committed by the Purchaser and without prejudice to any other rights the Purchaser agrees that the Vendor at its discretion/option may :
- a. Either continue with this contract and claim the amounts in default/arrears with interest on the defaulted installments at the rate of 15% per month from the date of default to the date of payment. In such an event, even after the amounts with interest are paid, the Purchaser/s will not be entitled to timely possession of the Schedule B Property. In case of the Purchaser/s becoming due to pay the penalties as set out in this clause, the Purchaser/s agree/s that amounts paid by the Purchaser/s would be first adjusted towards the penalties payable by the Purchaser/s and the balance amount will be adjusted towards the installment due and if there is any shortfall of the installment the Purchaser/s will be required to pay such shortfall immediately to make up the installment/s which are due and payable. The Purchaser/s has/have agreed that acceptance of any delayed installment with interest due thereon shall not be considered as the waiver of the right of the Developer to terminate this agreement for reasons of any subsequent breach of the Purchaser/s.
- OR-
- b. In the event of the Purchaser/s not rectifying the breach within 21 days of the notice to rectify the breach, the Vendors/Developer at its discretion/option will be entitled to terminate this agreement and treat a sum equivalent to 15% of sale price stipulated herein and 15% of cost of construction of Schedule C Property, as forfeited and adjust it as pre-estimated liquidated damages which the Parties agree is the true and reasonable pre-estimated damages that will be suffered by the Vendors/Developer as the result of the Purchaser's default. In addition to the pre-estimated liquidated damages, the Vendors/Developer will also be entitled to and the Purchaser/s will be liable to pay all interest and statutory payments namely GST etc., till the date of such termination. The pre-estimated liquidated damages and the statutory payments will be deducted from and out of the money paid by the Purchaser/s and the Vendor will be entitled to deal with the Schedule 'B' Property, including selling the same to anybody, without any further reference to the Purchaser/s. The balance money, if any, due to the Purchaser/s shall be paid within 60 days of the disposal of the Schedule 'B' Property. Against the cancellation of this agreement by the Developer, the Purchaser's rights under this agreement, and also the construction agreement for the construction of the Schedule 'C' Property executed shall stand terminated simultaneously and immediately without any requirement of execution of any further documents;

- c. If the amount of the liquidated damages under clause 1.4(b) is more than the amount paid by the Purchaser/s under this sale agreement, then the developer will have the right to claim the difference between the amounts paid and the balance of the liquidated damages from the Purchaser/s .
 - d. If the Purchaser/s desire/s to terminate this agreement for no cause, the Purchaser/s shall notify the Developer his/her intent to terminate in writing with acknowledgement and this Agreement along with the construction agreement which is executed on the same date as this agreement shall also stand terminated. The Developer will be required to refund the amounts received less the amount set out in clause 1.4(b) above and the return of the amounts will be in terms of clause 1.4(c) above.
- 1.5. The Purchaser/s is/are aware that it is his/her/their responsibility to remit the TDS, at the prevailing rate from time to time for all the payments made as per the scheduled of payment excluding maintenance deposit and registration charges towards the unit purchased. The Purchaser/s has/have authorized the Developer to remit the TDS deducted on his/her/their behalf due to administrative reasons. The Purchaser hereby undertakes to provide such certificate of deduction as required within 10 days of the request received from the Vendor. If Purchaser/s fail/s to provide the wire transfer / payment details to the Developer, then Developer shall not be liable for any penalty or payment of TDS to government.

2. PURPOSE OF SALE

- 2.1. The Sale of Schedule B Property shall be to enable the Purchaser/s to get constructed a Villa described in the Schedule C herein through the Developer under the aforesaid scheme. The Developer shall alone have the right to construct the Schedule C Villa under an Agreement for Construction executed simultaneously this day with the Purchaser/s. The Purchaser/s shall not object for construction of Villas and other buildings by the other Purchaser/s /owner/s of Plots in "_____" or subsequent phases. The Purchaser/s shall not be entitled to question the sale price that will be settled between the Vendors/Developer and Purchaser/s of rest of the Plots/Villas to be constructed on the Schedule 'A' Property and the undivided share that will be allotted to the other purchaser/s.

3. TITLE / TITLE DEEDS

- 3.1 The Purchaser/s is/are provided with copies of all title deeds relating to Schedule 'A' Property and after being satisfied as to the title of the Vendor/Developer to the Schedule 'A' Property and the Vendors/Developer right to develop the same has/have entered into this Agreement. The Purchaser/s shall not be entitled to further investigate the title of the Vendor/s/Developer and no requisition or objection shall be raised in any manner relating thereto.

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4. EXECUTION OF SALE DEED, STAMP DUTY, FEES

- 4.1. The Vendor/Developer agree/s to execute Sale deed in respect of Schedule 'B' Property in favour of the Purchaser/s on compliance of all the terms and payment of all sums mentioned herein and in the Construction Agreement and after the Schedule 'C' Villa is ready for occupation. The Purchaser/s agree/s and covenants not to claim conveyance or possessions of Schedule B & C Properties till payments under both the agreements are completed, since both agreements are co-terminus to each other. The parties hereto shall co-operate inter se for registration of the Sale Deed in pursuance of this agreement.
- 4.2. The stamp duty, registration charges prevailing at the time of registration of Sale Deed, legal fees, expenses and charges for the execution and registration of Sale Deed shall be borne by the Purchaser/s. The Purchaser/s is/are also liable to pay the stamp duty, service charges prevailing at the time of executing the Sale agreement and the Service tax thereon on the Construction Agreement.
- 4.3. In case the Purchaser/s fails to take over his/her Schedule B, & C Properties within 30 days from the date of issue of Final Payment Request Letter (FPRL), the Purchaser shall be liable to pay handling and caretaking charges of Rs.____/- per month till the purchaser/s takes over the unit/Schedule 'C' Property.
- 4.4. In addition, if the Purchaser/s fail/s to register his/her unit within 150 days from the date of issuance of Final Payment Request Letter (FPRL), the Purchaser/s shall be liable to pay one time administrative charges of Rs.____/- as additional documentation/co ordination and logistic charges. If the Purchaser/s does not come forward and register the property within this period, the Developer shall assume that the Purchaser/s is/are not interested in owning the Villa and hence at its sole discretion terminate this agreement as per clause 1.5 and refund the amounts paid by the Purchaser/s without interest, within 90 days of such termination/after the sale of such unit, whichever is later.

5. PROPERTY TAX AND KHATA TRANSFER FEE :

- 5.1 The Vendors/Developer shall pay Municipal taxes and other rates and outgoings on the Schedule 'B, & C Property up to date of intimation by the Vendors/Developer of the completion of villa for occupation, in writing to the Purchaser/s. Thereafter the Purchaser/s shall be liable to pay all the taxes for the Schedule 'B & C' Property and the proportionate share of the taxes for the common areas of the Schedule 'A' Property. Upon completion of the construction, the Schedule 'C' Villa will be separately assessed to municipal property taxes. The Purchaser/s shall be liable to pay the municipal/property taxes accordingly.
- 5.2 The Purchaser/s is/are entitled to secure/transfer Katha of Schedule 'B & C' Property on registration of the Sale Deed, at his/her/their cost from the jurisdictional

Municipal/Panchayat Office/competent authority and the Vendors/Developer agree/s to sign necessary consent letters;.

6. NATURE OF USAGE

- 6.1. It is agreed that the Villa to be constructed shall be held by the Purchaser/s, each of them having proportionate / undivided share in the Schedule A Property and described in the Schedule B Property as per the terms and conditions herein and to be contained in the Sale Deed to be obtained from the Vendor.
- 6.2. The Vendor shall have the right to demarcate exclusive garden Areas / backyards, with exclusive rights of usage on charges stipulated in Annexure A. However, such Purchaser/s/allottees shall not have the right to put up any construction in these allotted common areas/exclusive garden areas/backyards.
- 6.3. The parking space specifically allotted to Purchasers in the limited common area is for their exclusive use and enjoyment and such purchasers shall not have the right to put up any construction in the parking space or enclose the same or use/convert it for any purpose other than using it for car parking.
- 6.4. The private garden for each Villa shall be for the exclusive use and enjoyment of the Purchaser/s who have specifically acquired the same and as may be provided in their respective agreement to sell and he/she/they shall not have the right to put up any construction or enclose the same or alter the nature of use thereof or convert the same for commercial purpose.
- 6.5. The Purchaser/s agree/s to own and enjoy Schedule 'B' Property to be sold and the Schedule 'C' Property to be constructed and an area of exclusive right to use, and shall be entitled to all those Rights stated in Schedule 'D' herein and the Purchaser/s will comply and adhere to the restrictions and obligations imposed on the Purchaser/s as detailed in Schedule 'E' herein. The rights and obligations imposed as detailed in Schedules D & 'E' hereunder are common to all villa owners, the Vendors/Developer will be entitled to confer additional benefits and rights or impose additional restrictions and obligations to specific purchaser/s at its discretion from time to time.
- 6.6. The specific and general rights arising out of this Agreement and the Construction Agreement in favour of the Purchaser/s are confined only with respect to the Schedule 'C' Property and Purchaser/s shall not be entitled to claim any right or interest or title of whatsoever nature in respect of rest of the lands in Schedule 'A' Property. The Vendor/Developer is free and entitled to carry on any development activities on Larger Property/Schedule A Property at any time as they deem fit and the Purchaser/s of the Schedule 'B' Property will not have any right to object against such development or claim any interest therein. The Vendor/Developer however have reserved the right of usage of roads and passages and facilities in the Schedule 'A' Property in perpetuity for purposes of

supporting the development in '_____' and maintenance services in Schedule 'A' Property and this right shall be in the nature of an easement which runs with the Schedule 'A' Property and the sale of the Schedule 'B' Property is subject to such right at all times.

7. LIMITED COMMON AMENITIES / FACILITIES AND EXPENSES :

- 7.1. There would be multiple Villa units on the Schedule 'A' Property, with its exclusive common areas, and amenities. The owners of Schedule C Property shall not be entitled to any such exclusive common areas of other villas in the composite development on the Schedule 'A' Property which are directly attributable to such each of such Villas.
- 7.2. All the Purchaser/s in _____ as a composite development shall be entitled to the use of Roads and Pathways to access the parks and open space and the civic amenity sites in and shall not be entitled to use the restrictive common amenities of other Villas other than what is specified in this Agreement.
- 7.3. The expenses for all the common amenities such as Common Roads, Common Passages, , STP, DGs Solar/common Lighting, Security, Gardens and Parks, WTP's, Fire Fighting System which are attributable for their respective villa as well for the Common Amenities and Areas of the composite development in '_____' and other common facilities, shall be borne by the Purchaser/s proportionately with the other owners in the composite development.
- 7.4 The Purchaser/s shall pay to the Vendors/Developer or the Maintenance Company to be appointed by the Vendor/Developer, the common expenses as per Annexure 1 which is proportionate to the Schedule "B" property for upkeep and maintenance of common areas and providing common facilities including for item specified in Schedule "C" herein.
- 7.5 The Purchaser/s shall deposit Rs._____-/- (Rupees _____ Only) per sq.ft. of the land area of Schedule B Property or such sums as are required by the Vendor/Developer towards maintenances and management of common areas and facilities in "_____" and interest (based on the prevailing interest for fixed deposits by Nationalized Banks) thereon shall be utilized for maintenance and management of common areas and facilities and any deficit shall be made good by the Purchasers proportionately as and when demanded by the Vendors/Developer.
- 7.6 The Purchaser/s is made aware that the Maintenance charges shall become payable by the Purchaser/s from the date of intimation by the Vendor that the Villa is ready for occupation.

8 DISCLOSURE

- 8.1 The Vendors/Developer has informed and the Purchaser/s is/are aware that as per the scheme of development and sanction of plan, an extent of _____ sq.m towards Parks,

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road and open space is relinquished to Anekal Planning Authority / BMRDA vide Relinquishment Deed bearing Document no._____, Book-1, Stored in _____ registered in the office of the Sub-Registrar, _____, Bangalore district;

- 8.2 The Purchaser/s is/are aware that the Vendors/Developer as per the scheme of development the Vendor/Developer shall take up future Development of the parts of Larger Property or Additional Lands at its discretion and the occupants/owners in the development of this land in Future development shall also be entitled to use all the common amenities and facilities of the project, including the Club House and Swimming Pool. The Purchaser shall not at any point of time object to such development and shall not claim any right, title or interest in this Future Development Area.
- 8.3 The Purchaser/s is/are made aware that the internal drive ways and roads are retained by the Vendors / Developer, as a permanent easementary rights for the purpose of ingress and egress of the occupants in future development and the Vendors / developer itself for integration of additional lands. The Purchaser/s hereby undertakes and covenants not to object on such ingress and egress by the occupants of future development and the Vendors /Developer and anybody claiming through or under the Vendors/Developer.

9. CLUB HOUSE AND FACILITIES

- 9.1 Developer will provide a "Club house", by constructing buildings and facilities as per the Annexure -2 in a portion of the Schedule "A" Property or in portions adjoining the same which shall be separate entity distinct from the composite development "_____" or any other future developments in the "_____" and Purchaser/s shall be eligible to utilize the facilities therein as a life time member as per the terms and conditions of the "Club House" and the Purchaser/s shall pay maintenance charges/subscription fee prescribed by Developer for use of the same from time to time.
- 9.2 The ownership and possession of the 'Club House' including movable assets will remain absolutely and exclusively with the Developer and/or their associate concerns, agents, nominees, assignees and/or transferees and they alone shall be entitled to:-
- a. Admit persons as members either individual, corporate, patron, life, honorary member and/or such category as they decide. Such members shall not be restricted to the Purchaser/s of villas in the project "_Cansa Hestia_____" and such members may be from subsequent phases or from general public and others. Members shall have no right, title or interest whatsoever in the 'Club House' and other assets therein. The admission of outside membership to the Club House shall be limited to as per the standard industrial norms.

- b. Refuse/Reject applications for memberships and expel/suspend members either on account of failure to observe the 'Club House rules and/or non-payment of subscription and other dues or for misuse of facilities or for other reasons.
 - c. Fix the entrance fees, Subscriptions, rates and charges for use of its facilities and amenities, and to revise the aforesaid from time to time.
 - d. Frame the rules and regulations regarding usage of the facilities at the 'Club House'.
- 9.3 Developer shall have a perpetual right of ingress and egress to the 'Club House' by using the roads and other facilities in the "Cansa Hestia_____" themselves or by their authorized personnel,
- 9.4 The 'Club House' therein which may be land-locked and can be accessed only through the roads and pathways in Schedule 'A' Property viz, "_____" and easementary rights in perpetuity are created in favor of the Vendor/Developer to any of their authorized personnel., to reach the 'Club House' from main road through common roads in "Schedule "A" Property" the perpetual easementary right of access to and from the 'Club House' created as aforesaid, is a restrictive covenant which runs with the land and is irrevocable under any circumstances whatsoever and the Purchaser/s shall not have the right to question or prevent or obstruct such use and enjoyment of 'Club House' and common roads/passages/facilities by the developer and persons claiming under them and Developer can permit persons using 'Club House' to make use of roads and other facilities in Schedule 'A' Property to reach 'Club House'.
- 9.5 The Purchasers as long as he/she/they remains as a Villa Purchasers in "Cansa Hestia_____" shall be entitled to use the facilities of 'Club House' mentioned in Annexure 2, subject to:
 - i. Strict observance of the rules of the club, framed by the Developer, its agents/assigns, from time to time;
 - ii. The Payment of the subscriptions as may be fixed from time to time by the Developer and/or its agents/assigns;
 - iii. The payment to charges for usage as may be fixed from time to time by the Developer and its agents/assigns and are entitled for the following:-
 - a. The Purchasers and their immediate family are entitled to be enrolled as members of the Club without payment of any additional consideration.

- b. Member will only have a right to use the facilities at the Club and have no interest, right or title whatsoever to any of the assets of the club house - movable or immovable properties.
- c. The Developer may itself run the club and shall also be entitled to engage/assign/appoint any person/s or an independent outside agency to manage and operate the Club with aforesaid facilities and provide necessary services to the Purchasers /Occupants of the Villas. At all times, the Developer shall ensure that they do not cause any/annoyance to the other occupants of the residential complex in the "Schedule "A" Property" and shall not use the common areas, roads, open spaces in the Schedule 'A' property for dumping materials/debris, etc. The developer shall strictly observe the rules, regulations and restrictions that may be generally/specifically imposed/ prescribed for all common areas and facilities for observation by everyone who uses the clubhouse.
- d. For the convenience and benefit of the Purchasers /Occupants of the villas in "Schedule "A" Property" the Developer may subject to feasibility, earmark spaces for coffee shop, Lounge, Library and an ATM etc., and the Developer shall be entitled to give these spaces to any person or agency desirous of operating these facilities on such terms and conditions as the Developer may deem it fit. It is clarified that the Developer is only providing the spaces required for operation of these facilities and the services are being provided by outside operations/ agencies that will have to take up these spaces from the Developer. It is also clarified that the Developer is not responsible for either the quality of services provided by such operators or the price at which the services are provided to the Purchasers/Occupants of the villas in the "Schedule "A" Property". In cases of misconduct by such agencies socially, commercially or in terms of quality, Purchasers reserve the right to intimate such misconduct to the Vendor/Developer and the Vendor/ Developer is obliged to take appropriate action.
- e. It is clarified that non-completion or non- operation of the club or any of the above facilities therein or elsewhere in "_Cansa Hestia_____" shall not be deemed as delay in handing over the possession of the Schedule 'C' Property and the Purchasers shall take possession of the 'C' Property even if the Club House and facilities in the layout are not complete or non operational, and if the Schedule 'C' Property is ready for use and complete in all respects as per the specification.
- f. The facilities of the 'Club House' are available for the benefit of the Purchaser/s /occupants of the Schedule "B" extent and/or Schedule "C" Villa in "_____" and in the event of transfer of ownership of either of the schedule mentioned here above, the transferee of such property will be entitled to the benefits of the 'Club house' and the transferor shall cease to be the member of the club automatically.

- g. The Vendors/Developer hereby confirms that the Purchaser/s shall not object/obstruct for usage of common amenities, facilities that are agreed to provide in the Club House or in the project "_____" as per Annexure 2 at any time.
- h. The Vendor/ Developer hereby confirms that the Club House facilities are part of the Project "Schedule "A" Property" and it would not alter/change the main objective of the Club House other than related activities thereon at any time.
- i. In the event of the Vendors/Developer allows the public/ company/firm as members to the Club House, then all the members of the Club House including owners of the villas in "Schedule "A" Property" shall bear maintenance charges proportionately for the Club House facilities.
- j. The Vendors / Developer may provide additional facilities in the Club House on a 'pay and use' basis. However, the maintenance expenses for these facilities would not be a part of the total maintenance charges applicable to the members of Club House. However the right of entry shall be restricted and is subject to terms and conditions.

9.6 The Purchaser/s are made aware that the members of the Club House are guided by the CLUB HOUSE BYE –LAWS framed and amended from time to time.

10 NOT TO OBSTRUCT DEVELOPMENT

The Purchaser/s shall not obstruct or hinder the progress of the construction of the building and other developments in any part thereof in the Schedule 'A' Property.

11 BETTERMENT CHARGES/ IMPROVEMENT CHARGES:

The purchaser/s shall pay betterment charges/improvement charges or any other charges in whatsoever named called, that may be levied by the BMRDA or any other authority after the plan sanction and as applicable either before or after the registration of the Schedule 'B' Property.

12 FORMATION OF ASSOCIATION:

- 12.1 The Purchaser/s hereby agree and undertake to be members of the proposed Owner's Association as and when formed by the Vendors/Developer and from time to time sign and execute all applications for Membership and other papers, bye- laws and documents as may necessary to form the Association and run the Association. The owners/Purchaser/s shall observe and comply all the bye-laws and all the rules and

regulations of the said Owner's Association and proportionately share the expenses of running the Association and its activities.

- 12.2. In the event of Owner's Association being formed before the sale and disposal of all the plots/ Villas by the Vendor/Developer in "_____", the power and authority of the said Association to manage "_____", shall be subject to over all authority and control of the Vendors/Developer on all matters concerning the management of the layout and buildings and of the construction and completion thereof and the amenities pertaining to the same and in particular the Vendors/Developer shall have absolute authority and control as regards to the plots/ Villas and the disposal thereof.
- 12.3 The members of the owners' association shall have the right to review the accounts books/statements maintained for maintenance periodically to understand the expenses borne by the Vendors/Developer or its agents to upkeep _____ in a desirable way.
- 12.4 The Vendors/developer will be executing common deed of declaration for under the provisions of prevailing laws and rules made there under and submit the Schedule 'A' Property and the Development at any stage hereafter and the Vendors/Developer shall have the same registered under the said Act and the Purchaser shall be required to abide by the said declaration and bye-laws annexed thereto along with all other annexure, thereto and the Purchaser shall abide by the same and become the member of the association by signing the required document/s/declaration as called upon by the Vendors/Developer. It is mandatory for the Purchaser/s to become members of such association and to comply will all the rules and regulations thereof. The Purchaser/s is/are made aware that after the Schedule A Property is handed over to the association, it is mandatory for the association to maintain and be fully responsible for all water, electrical, fire, and other equipment's and other safety equipment's, AMC's/Insurance and to comply will all conditions stipulated in the permissions and No-Objection Certificates issued by various statutory Authorities. The Association shall maintain the common amenities and facilities, swimming Pool at their own cost. The Association shall also ensure periodical inspection of all such equipment's and facilities are made by them so as to ensure proper functioning of such equipment's. The association should maintain common area and common amenities such as park and open space, common areas, Children play area etc., which are the part of the '_____.
- 12.5 The Purchaser/s is informed and is fully aware that the entire _____ shall have a single association of owners and as and when phased development takes place every such development shall be integrated into the existing Association of Owners.

13 POWER AND WATER SUPPLY:

- 13.1. The Schedule 'C' property will be provided with a separate electric meter. The electricity supply/supplies may be provided by either/both government agencies like BESCO or private electricity companies. The Purchaser/s shall pay all deposits and other charges as

stipulated by the above agencies or companies. The Purchaser/s agree to pay the consumption charges as per meter reading and further comply with the rules and regulations imposed by the authorities in respect thereto.

- 13.2 The Vendors/Developer agrees to provide back-up power as per the specification mentioned in the Construction Agreement. The Purchaser/s shall pay the consumption charges to the Vendor/Developer/Maintenance Manager, as per the meter reading. The tariff and charges for such back up power will be as fixed by the Developers/Maintenance Company from time to time.
- 13.3 The Vendors/Developer/Maintenance Manager is not responsible for the quality of power supply either from Bangalore electricity Supply Company Ltd., Private companies or from the captive power source.
- 13.4 The Schedule 'C' Property will be provided with water supply. The sources for the said layout may be from governmental agencies like BWSSB or any other source. The Purchaser/s agree/s to pay all deposits and other charges as stipulated by the above Government agencies. In the absence of water supply from the government agencies and/or in addition to the supply from the Government agencies, water supply will also be made from the bore well/s depending on the yield, water tankers in Schedule "A" and/or by purchase from outside source in case of short supply and the purchaser agrees to pay charges in proportion for the water sourced from outside.
- 13.5 The Vendors/Developer shall provide water connection from the main source to individual houses. The Purchaser/s agree to pay the consumption charges to the Vendor/Developer/Maintenance Manager as per the meter reading. The tariff and charges for such water supplies will be as fixed by the Vendor/Developer/ Maintenance Manager from time to time.

13. NOT TO ALTER NAME:

- 14.1 The Purchasers shall not alter or subscribe to the alteration of the name "Cansa Hestia_____" in the Schedule "A" Property and/or alter name assigned to the type of Villa and the Roads in "_____".

15 NOTICES

All notices provided for in this Agreement, shall be in writing and served by registered or certified mail, postage prepaid, at the following addresses until such time as written notice of a change of address is given to the other Party:

**For the Vendor:
Attention:**

VENDOR

PURCHASER/S

For the Purchaser:

Attention: **Mr/Mrs/M/s.**

- 16 In case of more than one Purchaser/s, default notice, letters, receipts, demand notices to be served under this Deed may be served upon to the first mentioned Purchaser/s onto the above mentioned address or any address later notified by the first mentioned Purchaser/s or to the Schedule C Property and the same shall be a sufficient proof of receipt of notice, letters, receipts, demand notices and other communication by all the Purchaser/s and the same shall fully and effectively discharge the Vendor/Developer of its obligation in this regard. In case of change of address of the Purchaser/s, the same shall be informed to the Vendor well in advance by the Purchaser/s.

17 INDULGENCE /WAIVER :

The Parties hereto agree that in the event of there being any delay in or indulgence shown by either of the parties with regard to the enforcement of any of the terms of this agreement the same shall not be construed as a waiver of rights on the part of the party showing such indulgence or forbearance and the parties shall be entitled to enforce such right without prejudice to such indulgence or forbearance shown.

18 POSSESSION

The Vendors/Developer shall put the Purchaser/s in constructive Possession of Schedule 'B' & 'C' Property on receipt of all the amounts due under this Agreement as well as Construction Agreement and on compliance of all the terms in both Agreements. That on execution of sale deed the Purchaser/s shall not have any claim of whatsoever nature against the Vendor/Developer.

19 ARBITRATION AND DISPUTE RESOLUTION

- 19.1 Any dispute arising out of or touching upon or in relation to the terms of this Agreement and Construction Agreement including the interpretation and validity of the terms and conditions thereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussion. In case the Parties are unable to settle their disputes within 15 days from the date of intimation of disagreement if any to the other party, the same shall be settled through arbitration as per the Arbitration and Conciliation Act, 1996, or any statutory amendments/modifications thereof for the time being in force, by a sole arbitrator selected from the names of two arbitrators proposed by the Vendor. In case the customer delays/neglects/refuses to select one of the names from the suggested names within 15 days of intimation, it shall be deemed that the first such named arbitrator so proposed by the Vendor is acceptable to both the parties as the sole

arbitrator, whose appointment shall be final and binding on the Parties. Costs of arbitration shall be shared equally by the parties. The arbitration shall be held in English language at an appropriate location in Bangalore.

19.2 The courts at Bangalore alone shall have Jurisdiction in all matters relating to this Agreement.

20 COMPLETE AGREEMENT AND CO-TERMINUS :

20.1 The parties acknowledge that this agreement is the complete agreement between the parties. The parties acknowledge that this Agreement is the complete Agreement. This Agreement supersedes Letter of Offer/payment plan, any prior agreements and representations between the parties, whether written or oral. Any such prior arrangements are cancelled as at this date.

20.2 The Parties acknowledge that this agreement is co-terminus with the Construction Agreement for all purposes , intents and interpretations.

21 AMENDMENT

No Decision or exercise of discretion /judgment / opinion / approval of any matter arising out of or contained in this Agreement will be deemed to amend this Agreement. This Agreement may be amended only by a written document executed between the parties.

22 SEVERABILITY

22.1 In the event that any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indications of the same are received by either of the parties from any, relevant competent authority, the parties will:

- a) Amend that provision in such reasonable manner as to achieve the intention of the parties without illegality, or
- b) At the discretion of the parties, such provision may be severed from this Agreement.
- c) The remaining provisions of this Agreement will remain in full force and effect unless the parties decide that effect of such declaration is to defeat the original intention of the parties.

23 RULES OF INTERPRETATION

This Agreement will be interpreted in accordance with the settled canons of the Interpretation of contracts subject to the following:

VENDOR

PURCHASER/S

- a). Words importing one gender will be construed as importing any other gender.
- b). Words importing in the singular include the plural and vice versa.
- c). References to the persons mean and include natural and artificial persons like bodies corporate and vice versa.
- d). Save where the context otherwise requires, all obligation given or undertaken by more than one person in the same capacity are given or undertaken by them jointly or severally.
- e). The division of this Agreement into clauses and Schedules and insertion of headings in this Agreement are only for ease of reference and convenience and will not impact the construction or interpretation of any provision of this Agreement.

24 CUSTODY

This Agreement is prepared in two sets. One set shall be with the vendors and the other set shall be with the Purchaser/s.

25 THE VENDORS COVENANTS WITH THE PURCHASER AS FOLLOWS:

- 25.1 That the sale of the Schedule 'B' Property in favour of the Purchaser/s shall be free from attachments, encumbrances, Court or acquisition proceedings or charges of any kind;
- 25.2 That the Vendors/Developer is the absolute owner of the Schedule 'B' Property and that their title thereto is good, marketable and subsisting and they have the power to convey the same;
- 25.3 That the Vendors/Developer agrees to do and execute or cause to be executed all acts, deeds and things, as may be required by the Purchaser for perfectly assuring the title of the Purchaser to the Schedule 'B' Property;
- 25.4 That the Vendors/Developer will pay all taxes and cess in respect of the Schedule 'A' Property up to the date of sale or up to the date of the completion of the Schedule 'C' Villa, whichever is earlier;
- 25.5 The Purchaser/s agrees that in case the Vendors/Developer, due to any statutory, regulatory/government reasons, is unable to construct/continue to construct or complete the construction either fully or any part of the building/project, which is not attributable to the fault of the Vendors/Developer, in such an event, the Vendors/Developer shall give a choice to the Purchaser/s to select any other available villa in the same project or any other project. If the Purchaser decides not to select an alternate villa, and chooses to terminate the agreement, the Vendors/Developer shall refund the amount paid by the Purchaser till the date of termination without any interest within 90 days of such termination after deducting the applicable administration charges, Interest, VAT and Service Tax and all statutory dues paid to the government as per the prevailing tax rules.
- 25.6 The Vendors/Developer shall keep the purchaser/s fully indemnified against any claims, losses and damages that they may suffer on account of any defect in the title of the Schedule 'A & B' Property.

26 THE PURCHASER/S COVENANT/S WITH THE VENDOR AS FOLLOWS:

- 26.1 That the Purchaser/s shall not be entitled to claim possession of the Schedule 'B' Property and Schedule 'C' Property to be constructed until the Purchaser fulfills and performs all the obligations and completes all payments under this Agreement and the corresponding Construction Agreement;
- 26.2 That the Purchaser/s shall bear the cost of Stamp Duty, Registration charges in connection with this Agreement to Sell and the Sale Deed and legal fees. The Purchaser/s shall also pay for and towards the Khata Transfer charges/fees, Electricity Meter transfer charges/fees, Water meter charges/fee as may be demanded by the Statutory Authorities. The Purchaser/s shall pay to the Vendor/s/Developer Service charges (plus service tax) for undertaking the aforesaid. The Purchaser/s covenants that the Purchaser/s shall not seek to independently undertake the aforesaid services through other outside service providers except the Vendors-cum-Developer . This condition is also one of the essence of the contract.
- 26.3 That the Purchaser/s has inspected the documents of title, relating to the Schedule 'A' Property belonging to the Vendors/Developer the scheme of Development, the right of the Vendor/Developer to develop the Schedule 'A' Property in phased manner and the Developer's right to receive the consideration under this agreement and the construction agreement and after being satisfied with the title, having understood the scheme of Development and the Vendor/Developer's rights, has entered into this agreement and the construction agreement for the Schedule 'B & C' Property ;
- 26.4 The Purchaser/s hereby covenant/s and agrees that the consideration agreed herein is based on the mutual negotiations between the Purchaser/s and the Vendors/Developer and on the market conditions as on date of the application for allotment, the Purchaser/s shall have no right to renegotiate on the consideration in comparison with the other purchasers and/or for whatsoever other reasons may be.
- 26.5 That the Purchaser/s agree/s and is aware that he/she/they 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 Vendors/Developer and payment of the transfer fee to the Vendor that may be fixed by the Vendors/Developer at its discretion which shall be Rs.200/- per square feet on Built-up Area. For the purpose of this clause, if the Purchaser/s is a company-public or private limited, any transfer of majority shares shall be deemed to be transfer and in case of partnership firm any change in the constitution of the partners of such partnership shall deemed to be transfer and in case of any association of persons any change of associates of such association shall be deemed to be transfer, and in such situation transfer fee as applicable under this clause shall be payable. In case of any transfer within the family member s fixed amount of Rs.10,000/- transfer fee applicable. For the purpose of this clause the family members shall mean

father, mother, husband, wife, son, daughter, brother, sister and daughter in law (son's wife).

- 26.6 That the Purchaser/s will not hinder or obstruct the progress of the Construction of the Development and the Complex or any part thereof in any manner nor will they hinder the use of the specified demarcated open/covered Car Parking Areas and other areas allotted specifically by the Vendors/Developer to a particular villa (irrespective of the undivided share in the Schedule 'A' Property allotted to each of the villa) after taking possession and even after the association is formed.
- 26.7 The Purchaser/s will not change the location of the Diesel Gensets installed, the Sewerage Treatment Plant installed, the Pump Rooms , overhead tanks , solar panels, common amenities provided in the Schedule 'A' Property ;
- 26.8 That the Purchaser/s shall abide by the rules and regulations of the Club House, Swimming Pool and other common amenities and facilities of which the Purchaser is entitled to by virtue of purchasing the Schedule 'B' Property;
- 26.9 That the Purchaser/s agree/s to pay all the statutory dues to the respective statutory authorities including for that of the building/tower to be constructed under the construction agreement from the date of the Schedule 'C' Property is ready for possession under the Construction Agreement and upon intimation of the same by the Vendors/Developer as stipulated in this agreement.
- 26.10 The Purchaser/s shall become the member of the association of the owners that shall be formed on or before completion of the Development, by the Vendors/Developer.
- 26.11 The Purchaser/s hereby agrees that he/she/they has/have no objection in the Vendors/Developer raising finance/obtaining loan with any bank /financial institution for this project.
- 26.12 In the event of there being any redevelopment of the Schedule 'A' Property for any reason whatsoever the Purchaser/s herein would be entitled to such undivided share in the Schedule 'A' Property corresponding to the size of the Schedule 'B, C & D' Property.
- 26.13 The Purchaser/s shall also observe and abide by all the laws of the land, Bye-laws, Rules and Regulations prescribed by the Government, Bruhat Bengaluru Mahanagara Palike, BMRDA or any other Statutory Authority, and the owners Association that may be formed in regard to ownership or enjoyment of such Schedule B & C Property and pay all taxes, rates and cesses as applicable.
- 26.14 After expiry of the maintenance period, the Schedule A Property is handed over to the Association that has been formed, the Vendors/Developer shall not be responsible for any consequence or liability on account of failure, negligence, act or omission,

obstruction, alteration, modification, restraint or improper use by any or all the owners, service providers or their agents with regards to the fire equipment's, fire protection systems, their supporting equipment's, pollution control and other general safety equipment's, related facilities and services. The Purchaser shall ensure that periodical inspections of all such equipment's and facilities are made by them so as to ensure proper functioning of all such equipment's.

26.15 The Purchaser/s shall not in any manner obstruct or cause obstruction to any of the entries or exits of the Larger Property or obstruct any open place meant to be retained as open place or obstruct free movement of vehicles including fire tenders, and such other vehicles required to ensure safety and statutory compliance.

26.16 The Purchaser/s acknowledge/s that for all the rights which the Vendors/Developer has under this agreement for and towards the common areas of the Schedule 'A' Property, the Purchaser/s will along with other purchaser shall grant to the Vendors/Developer or any one claiming through the Vendors/Developer easement rights to services the erections, displays etc. which the Vendors/Developer may have installed.

26.17 The Purchaser/s is fully aware and acknowledges, understands and agrees that the logo, mark and all Intellectual Property Rights with regards to '_____' as shown in Annexure is the sole and exclusive property of the Vendor/developer and the Vendors/Developer has all the intellectual property rights thereto and any use of the same without any limitation whatsoever and in any manner whatsoever shape or form by the Purchaser/s or any other person is expressly prohibited and only the Vendors/Developer is entitled to the same to use the same in any form, manner, for any products, and to exploit the same. In violation of the Vendor's to the intellectual property by the Purchaser/s in any manner, the Vendor/Developer apart from injunctive relief will also be entitled to be compensated fully including all cost, charges and expenses incurred by the Vendor in protected its rights.

SCHEDULE – A

All that piece and parcel of converted land bearing Sy.No. 276 (Old Sy.NO. 36/27) measuring 2-00 Acres (Converted vide Official Memorandum dated _____ bearing No. _____ issued by the _____) situated at Samethanahalli Village, Anugondanahalli Hobli, Hoskote Taluk and bounded as under:-

East by :Property of Sri. Puttalingaiah.

West by : Property of Y. Muniyappa.

North by: Government 80 feet Road.

VENDOR

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South by: Property of Kaverappa.

SCHEDULE – B
(Property hereby agreed to be sold to the Purchaser)

Plot/Site bearing **No. ----**, in the layout known as “_____” measuring -----**square meter**
i.e.----- square feet,

SCHEDULE - C
(Description of the Villa to be constructed on Schedule “B” Property)

A “-----”type villa consisting of ---- bedroom, hall, living, dining with -----Tile flooring with the amenities set out in Annexure II hereto and having a super built up area of ---
-----**square meter** i.e.----- **square feet.**

The approved plan of the Schedule “C” Villa is annexed herewith at Annexure ‘III’ hereto and the said approval is vide LP No. -----dated: _____ issued by the BMRDA and bounded on the :

East By : Villa No.-----
West By : Villa No.-----
North By : Villa No.-----
South By : Villa No.-----
.

SCHEDULE - D
(Rights of the Purchaser)

The Purchaser/s shall have the following rights in respect of Schedule “B” Property:

1. The right to use the Schedule “B” Property for the residential villa described in the Schedule “C” Villa.
2. The Purchaser/s shall not violate any provision of the plans which are approved by the planning authority or trespass in any of the common amenities/facilities in the Schedule “A” Property.
3. The right and liberty to the Purchaser/s and all persons authorized or permitted by the Purchaser (in common with all other persons, permitted or authorized to do similar right) at all times and for all purposes, to use and enjoy all the internal roads, parks and open spaces and other amenities and facilities being the common use of the Villa Development Area of the Development known as “_____”
4. The right of uninterrupted passage of water, electricity, sewerage, etc., from and to the Schedule “A” Property through the pipes, wires, sewer lines, drain and water courses, cables, which are or may at any time hereafter be, in, under or passing through the Schedule “A” Property or Schedule “B” Property. The Purchaser shall pay all relevant charges as prescribed and demanded by the concerned department for such laying of water pipes, cables etc.

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5. Right to use underground sewerage disposal system laid in the Schedule "A" Property and right to draw water from common water supply system subject to bearing and sharing the applicable charges directly and whenever required and proportionately for the common maintenance expenses.
6. Right to use and enjoy all common services and facilities of the Villa Development Area in "_____" subject to payments of common expenses and maintenance charges as provided in the payment schedule of the Agreements and subsequently by the Owner's Association.

SCHEDULE "E"
OBLIGATIONS OF THE PURCHASER

The Purchaser/s shall be entitled to aforesaid rights and facilities and shall be subject to the following restrictions in the manner of enjoyment of the schedule 'B' and 'C' properties and Purchasers agree for the same.

- 1.1. The Purchaser/s shall be entitled to make use of the common roads, passages and other common areas in "_____" in common with other owners of plots and not to cause any obstruction for the free passage and movement in such common areas. The Purchaser/s shall not cause any obstruction for the free passage of men, materials and vehicles in the internal roads, passage and common areas by placing any materials/vehicles/articles or otherwise.
- 1.2 The Purchaser/s shall not put up additional/any construction to the Schedule 'C' Villa after the same is constructed and handed over by the Vendor/Developer nor shall the Purchasers be entitled to alter the elevation and/or external colour scheme of the Schedule 'C' Villa.
- 1.3 The Purchaser/s shall not seek partition or division or separate possession in respect of any portion of the Schedule 'A' Property under any circumstances;
- 1.4 The Purchaser/s shall not convert the parking space within the Schedule 'B' Property or Schedule 'C' Property for any other use. The Purchaser/s shall use the balance land area in Schedule 'B' Property after construction only as open space and as garden and maintain the same in the condition in which it has been handed over by the Vendors/Developer.
- 1.5 The Purchaser/s shall have no power or authority to build anything in the back portion of Schedule 'B' site abutting the adjoining site in an area measuring Eight Feet width all along and shall be kept as greenery open to sky and shall not alter the nature of use thereof and this is one of the specific restrictions on the Purchasers. The said area will be

utilized by the Vendors/Developer for laying common services including electricity, water and sanitary connections and the Purchasers shall not meddle with the same any time.

- 1.6 The Purchaser/s shall pay maintenance deposits and common expenses for the maintenance of " _____ " and shall pay proportionate taxes and other expenses and outgoings in respect of the Schedule 'B' and Schedule 'C' property to Vendor/Developer or Management Company.
- 1.7 The Purchaser/s shall not object or come in the way of enjoyment of other owners of the plots and houses therein in " _____ " .
- 1.8 The Purchaser/s right to use the common areas and common facilities shall always form part and parcel of their right, title and interest in the site in schedule 'B' herein and the residential house, to be constructed thereon and does not form as an independent right.
- 1.9 The Purchaser/s shall always use the balance area after the construction with Greenery as stated in para 1.8.1 below and shall not put up any construction on the same other than Kennel subject to clause 1.4 above referred.
- 1.10 The schedule 'C' Villa shall be built in the middle of the Schedule 'B' Property demarcating the front yard and back yard for the house. The front yard would be maintained by the Vendors/developer/maintenance company while the back yard and the side set backs would be maintained by the Purchasers at his cost.
- 1.11 The Purchaser/s shall not enclose the schedule 'B' property with the compound wall or any other construction of such nature. The Vendors/developer as part of specifications will be providing for the boundary lines, hedges/picket fences and the Purchasers shall not be entitled to change them in to any other types. However, the Purchaser/s at their own cost shall replace the hedges/ pickets fences found damaged/destroyed due to normal wear and tear or for any other reasons.
- 1.12 The Purchaser/s shall pay the pro-rate or stipulated property taxes and case and the out goings levied on and expenses for the maintenance of common area and common facilities including common water charges, streetlight, security, repair and maintenance and applicable taxes.
- 1.13 The Purchaser/s shall maintain the surroundings clean and shall not cause any nuisance to the neighbors.
- 1.14 The Purchaser/s shall not use the Schedule 'B' property other than residential purposes for which it is taken and not to use it for any illegal or immoral or non-residential purpose

and the Purchasers shall not utilize the address of the Schedule C Property for his commercial purposes or any other non residential purposes.

- 1.15 The Purchaser/s shall not decorate or display boards or hoarding or neon signs or paintings on the plots in “_____”.
- 1.16 The Purchasers shall not sub-divide the Schedule ‘B’ property or use it for any industrial or non industrial purpose or sell portions;
- 1.17 The Purchaser/s shall not use the Schedule ‘B’ Property or permit the same to be used for any purpose which in the opinion of the Vendors/Developer to cause nuisance or annoyance to occupier of other plots in the said Schedule A Property or to the owners or occupiers of the neighboring properties nor use the same for any illegal or immoral purpose.
- 1.18 The Purchaser/s shall abide by all the laws and regulations of the government, and any other duly constituted authority from time to time in force, and answer and responsible for all notices or violations of any of the terms and conditions in this Agreement to sell.
- 1.19 The Purchaser/s in the event of leasing the schedule ‘C’ Villa shall keep informed the agency maintaining, areas above the tenancy of the Schedule ‘C’ Villa and give all the details of the tenants and occupants. Upon leasing, only tenant/lessee shall be entitled to make use of the club facilities and the Purchaser/s shall not be entitled to make use of the club facilities. Notwithstanding the leasing, the primary responsibility to adhere to all the rights and obligations of the Purchaser/s contained herein and in the construction Agreement shall be that of the Purchasers and it shall be the responsibility of the Purchaser/s to ensure that tenant/lessee follows all the rules and regulations that may be prescribed for the occupants of the homes in “_____”.
- 1.20 The Purchaser/s shall not sink a bore well or create/dig any well in the Schedule ‘B’ Property.
- 1.21 The Purchaser/s shall not encroach upon any roads, parks and open spaces in the Schedule ‘A’ Property and shall keep the same free from any obstructions. The Purchasers shall not trespass into other plots/house or areas not earmarked for the common use.
- 1.22 The Purchaser/s shall not throw garbage/used articles/ rubbish in the common areas, parks open spaces, neighboring plots, roads and open spaces let open in the Schedule ‘A’ Property. The Purchasers shall strictly follow rules and regulations for garbage disposal as may be prescribed by the agency maintaining the common areas and facilities in “_____” from time to time.

- 1.23 The Purchaser/s shall not keep any cattle/livestock in the Schedule 'B' property and Purchasers shall keep all the pets confined within the Schedule 'B' property and shall ensure that the pets do not create any nuisance/disturbance to the other owners in Schedule A Property.
- 1.24 The Purchaser/s shall not:
- (i) Close roads, passages and other common areas.
 - (ii) Default in payment of any common expenses, property taxes or levies to be stated by the Owners or common expenses for maintenance of "_____".
 - (iii) Install machinery other than pumps and generators, store/keep explosives, inflammables/ prohibited articles, which are hazardous or combustible in nature.
 - (iv) Throw any rubbish or used articles in the Schedule A Property other than in the dustbins provided.
 - (v) Create nuisance or annoyance to other occupants and owners by allowing pounding, running machinery and causing similar disturbance and noises.
 - (vi) Use the Schedule 'B' property other than for residential purposes for which it is taken and not to use it for any illegal or immoral or non- residential purpose.
 - (vii) Use it for any industrial or non- industrial purposes or sell portions.
 - (viii) Do anything that may adversely affect the aesthetic appearance/beauty of the building.
 - (ix) Use the schedule 'B' property or permit the same to be used for any other purpose which in the opinion of the Developer causes nuisance or annoyance to occupiers of the other plots in the said Schedule A Property or to the owners or occupiers of the neighboring properties.
 - (x) Raise any dispute or call in question the use of roads in "_____" for the purpose of egress and ingress to the 'club house' and/or organizing events, seminars, functions, ceremonies and other activities in the 'Club House' by the developer or their assignees/nominees/agents/transferees for the members of the 'Club house' and/or third parties.
- 1.25 The common area and facilities shall be for common use and enjoyment of all owners of "_____" and no owner including Purchaser/s shall bring any action for partition or division of any part thereof.
- 1.26 The Purchaser/s can make use of the common areas having the facilities in accordance with the purpose for which they are intended without hindering or encroaching upon the lawful rights of the other house owners in "_____".
- 1.27 The Purchaser/s shall have no objection whatsoever to the Vendors/Developer handing over the common areas and the facilities to a Management company for upkeep and maintenance and collect the expenses incurred thereof.

- 1.28 The maintenance of the entire common areas shall be done by Vendor/Developer until Management Company take over and Purchasers shall pay all common expenses and other expenses, taxes and outgoings in terms of this Agreement and construction Agreement. The Management Company shall be liable to manage the common areas and services. The main purpose and object is maintenance of the Schedule 'A' property and manage the affairs of the same keeping due accounts, provide all facilities to the occupants of the Schedule 'A' property and collect from the owners/ occupants proportionate share of the maintenance cost and out goings.
- 1.29 No owner including the Purchaser/s can get exempted from liability for contribution towards common expenses by waiver of the use or enjoyment of any common areas and facilities or by abandonment of Villa.
- 1.30 The Purchaser/s shall deposit Rs.____/- (Rupees _____ Only) per sq. feet area of Schedule B Property or as is required by the Vendor/Developer towards maintenances and management of common areas and facilities in "_____" and interest (based on the prevailing interest for fixed deposits by Nationalized Banks) thereon shall be utilized for maintenance and management of common areas and facilities and any deficit shall be made good by the Purchasers proportionately as and when demanded by the Vendor/Developer.
- 1.31 The Purchaser/s shall permit the Vendor/Developer and Management Company, their agents, with or without workmen at all reasonable times to enter into and upon the Schedule 'B', 'C' & 'A' properties or any part thereof for the purpose of repairing, maintaining, re-building, cleaning and keeping order and condition and all services drains, or other conveniences belonging to or servicing or used for the Schedule "B" property and also for the purpose of laying, maintaining, repairing, and testing drainage, water pipes and electric wires and for similar purposes and also for the purpose of cutting off the supply of water electricity and other facilities etc., to the Schedule 'B' and 'C' properties who have defaulted in paying their share of the water, electricity and other charges and common expenses.

IN WITNESS WHEREOF the PARTIES hereto have signed this AGREEMENT on the date, month and year first above-written at BANGALORE.

SIGNED AND DELIVERED for and on behalf)
of the above named Vendor /Developer)
_____)
by its authorized representative)
Mr.)
Designation:)

SIGNED AND DELIVERED by the Purchaser(s):

- 1.
- 2.

VENDOR

PURCHASER/S

WITNESSES:

1)

2)

**ANNEXURE II
SPECIFICATIONS AND AMENITIES**

VENDOR

PURCHASER/S

ANNEXURE III
EXTRACT OF APPROVED PLAN.

VENDOR

PURCHASER/S