

AGREEMENT TO SELL

THIS AGREEMENT OF SALE IS ENTERED INTO AT BANGALORE ON THIS THE _DAY OF TWO THOUSAND Seventeen, BY AND BETWEEN:

M/s 7 Hills Logistics Systems Private Limited

A Company incorporated under the Companies Act, 1956
Having its office at 4th floor Ozone Complex, D No.6-3-669
Panjagutta Main Road, Hyderabad-500082
PAN : AAACZ1888N
Represented by its Authorised signatory Mr.Ravikumar P Vemuru

Represented by GPA Holder

M/s T.G.DEVELOPERS, A proprietorship firm, having its office at No.3/5, T.G.Residency, DC Main road, Bannerghatta road, Bangalore – 560076 represented by **Sri.Sandeep Kumar S.** Aged about 32 years, S/o Mr.B.M.Suresh,

Hereinafter referred to as the “Owner”

And

M/s T.G.DEVELOPERS, A proprietorship firm, having its office at No.3/5, T.G.Residency, DC Main road, Bannerghatta road, Bangalore – 560076 represented by **Sri.Sandeep Kumar S.** Aged about 32 years, S/o Sri.B.M.Suresh,

Hereinafter called as “DEVELOPER” and “Vendor” (which expression shall wherever the context so admits or so requires, shall mean and include all their heirs, legal representatives, successors-in-interest, executors, administrators, assigns, etc.,) of the ONE PART:

AND:

1.Mr.

Age : years

S/o Sri

Residing in:.....

WITNESSETH AS FOLLOWS:

WHEREAS agricultural property earlier bearing Sy. No. 72 New Sy. No. 178 at Chikkanagamangala village was purchased by Sri. Kaverappa S/o. Sri. Muniyappa vide Sale Deeds as follows:

1. One Acre in Sy. No. 72 vide Sale Deed Dated 22.12.1965 registered as Document No. 2479 of 1965 -66 of Book I, Volume 1023, Pages 128 onwards registered in the Office of the Sub Registrar, Anekal from Sri. Nanjappa.
2. One Acre in Sy. No. 72 vide Sale Deed Dated 03.06.1974 registered as Document No. 856 of 1974 -75 of Book I, Volume 1208, Pages 190 – 191 registered in the Office of the Sub Registrar, Anekal from Sri. Kaverappa S/o. Sri. Muniyappa

Thus the said Sri. Kaverappa S/o. Sri. Muniyappa became the absolute owner of the land bearing Sy No. 72 measuring 2 Acres which came to be renumbered as Sy. No. 178 measuring 1 Acre and Sy. No. 179 measuring 1 Acre.

WHEREAS Sri. Kaverappa S/o. Sri. Muniyappa sold the land agricultural land bearing Sy. No. 178 measuring 1 Acre and Sy. No. 179 measuring 1 Acre in favour of Sri. M. Nanjundappa vide two Sale Deeds i.e.,

1. Sale Deed dated 05.07.1989 registered as Document No. 663 of 1989 -90 of Book I, Volume 1527, Pages 165 – 167 registered in the office of the Sub Registrar, Anekal in respect of Sy. No. 178 measuring 1 Acre & 05 Guntas of Kharab Land.
2. Sale Deed dated 05.07.1989 registered as Document No. 664 of 1989 -90 of Book I, Volume 1527, Pages 167 – 169 registered in the office of the Sub Registrar, Anekal in respect of Sy. No. 179 measuring 1 Acre.

Subsequently the said Sri. M. Nanjundappa sold the land bearing Sy. No. 178 measuring 1 Acre in favour of Sri. M. Mittalal and Sri. M. Sanjay Kumar vide Sale Deed dated 22.02.1993 registered as Document No. 3173 of 1992 -93 of Book I, Volume 1715 , Pages 181-185 registered in the office of the Sub Registrar, Anekal. The Said Sri. M. Mittalal and Sri. M. Sanjay Kumar got the Agricultural land in Sy. No. 178 measuring 1 Acre along with 05 Guntas of Kharab land converted for residential purposes vide Conversion Order bearing No.ALN(A)(S)SR53/2009 -10 dated 06.11.2009 issued by the Special Deputy Commissioner Bangalore. Subsequent to the conversion of the 1(One) Acre plus 5 GuntasKharab land in all measuring 1 Acre and 5 Guntas, Sri. M. Mittalal and Sri. M. Sanjay Kumar sold the converted land in Sy. No. 178 measuring 1 Acre and 5 GuntasKharab in favour of M/s. S.A Developers vide Sale Deed dated 12.08.2010 registered as Document No. SRJ-1-01832 of 2010 – 2011 in Book I, stored in CD No. SRJD 43 registered on 18.08.2010 in the office of the Sub Registrar, Sarjapur, Bangalore;

WHEREAS in respect of landmeasuring 1 (one) acre in Sy. No. 179, Sri. M.Nanjundappa sold the said agricultural land in favour of Sri. DheerajSethya and Smt. Shanthadevi W/o. Sri. DheerajSethyavide Sale Deed dated 22.02.1993 registered as Document No. 3174 of 1992-93 of Book I, Volume 1715 , Pages 185 to 190 registered in the Office of the Sub Registrar, Anekal. The said Sri. DheerajSethya died intestate on 18.02.2001 and his wife Smt. Shanthadevi became the absolute owner of the total extent of 1 (one)Acre in Sy. No. 179. The said Smt. Shanthadevi having no children bequeathed the 1 (one) Acre in Sy. No. 179 in favour of her brother Sri. Rathanchand Sohanlalji vide Will dated 27.08.2001. After the death of Smt. Shanthadevi the said Sri. RathanchandSohanlalji became the absolute owner of the land in Sy. No. 179 measuring 1 (one) Acre and he inturn got the same converted for residential purpose vide Official Memorandum bearing No. ALN (A) (S) SR54/2009-10 dated 06.11.2009 issued by the Special Deputy Commissioner Bangalore and sold the converted land in Sy. No. 179, measuring 1 (one) Acre in favour of M/s. S.A Developers vide Sale Deed dated 27.10.2010 registered as Document No. SRJ1-02657 /2010-11, Book I, stored in CD No. SRJD48 registered on 28.10.2010 in the Office of the Sub Registrar, Sarjapur,Bangalore;

WHEREAS M/s. S.A Developers sold the converted land measuring 20 Guntas out of 1 (one) Acre & 05 GuntasKharab Land in Sy. No. 178 and converted 18 Guntas out of one Acre in Sy. No. 179 situated at Chikkanagamangala Village , Anekal Taluk, Sarjapura in favour of M/s. T.G Developers, the SECOND PARTY herein vide Deed of

Absolute Sale dated 26.03.2014 registered as Document No. BSG1-07764-2013-14, CD No. BSGD 236 dated 26.03.2014;

WHEREAS M/s. S.A Developers also sold the converted land measuring 25 Guntas out of 1 Acre & 05 GuntasKharab Land in Sy. No. 178 and converted land measuring 22 Guntas out of 1 (one) Acre in Sy. No. 179 situated at Chikkanagamangala Village , Anekal Taluk, Sarjapurain favour of Mr. Raghavendra K.C herein vide Deed of Absolute Sale dated 26.03.2014 registered as Document No. BSG -1-07765-2013-14, CD No. BSGD 236 dated 26.03.2014;

WHEREAS Mr. Raghavendra K.C sold the converted land measuring 25 Guntas out of 1 Acre & 05 GuntasKharab Land in Sy. No. 178 hereinafter referred to as Item No-1 of SCHEDULE PROPERTY and converted land measuring 22 Guntas out of 1 Acre in Sy. No. 179 situated at Chikkanagamangala Village , Anekal Taluk, Sarjapurain favour of **M/s 7 Hills Logistics Systems Private Limited** herein vide Deed of Absolute Sale dated 29.03.2014 registered as Document No. JGN -1-07645-2013-14, CD No. BSGD 236 dated 29.03.2014; C.D No. JGND335 dated 29.03.2014 registered in the Office of the Senior Sub Registrar, Basavangudi (Jigani) hereinafter referred to as Item No-1 of SCHEDULE PROPERTY and converted land measuring 22 Guntas out of 1 Acre in Sy. No. 179 hereinafter referred to as Item No-2 of the SCHEDULE PROPERTY and Item No-1 and Item No-2 is hereinafter collectively referred to as SCHEDULE PROPERTY,

WHEREAS the FIRST PARTY herein is sole and absolute owner of the land being converted land measuring 25 Guntas out of 1 (one) Acre & 05 GuntasKharab Land in Sy. No. 178 and converted 22 Guntas out of 1 (one) Acre in Sy. No. 179 situated at Chikkanagamangala Village, Anekal Taluk, Sarjapurahereinafter referred to as the "SCHEDULE PROPERTY";

WHEREAS the FIRST PARTY having purchased the SCHEDULE PROPERTY from its previous owners as stated above is the absolute owner and in possession of the SCHEDULE PROPERTY and that its title to the SCHEDULE PROPERTY is good subsisting and marketable and that none other than it have any manner of right or interest over the SCHEDULE PROPERTY.

WHEREAS the SCHEDULE PROPERTY is not subject to any encumbrance, charges or claim or lien or acquisition proceedings of any kind.

Whereas the said **M/s 7 Hills Logistics Systems Private Limited** formulated the scheme for the development of the schedule Property into multistoried residential building known as "T G Epitome" subject to the terms and conditions mentioned in the Joint Development Agreement entered into dated 3.5.2014 with **M/s T G DEVELOPERS** registered as Document No. BSK-1-01095-2014-15 stored in CD BSKD267 in the office of Sub registrar, Banashankari, Bangalore. The said document further discloses that the owners shall convey & transfer 65 % undivided share in the schedule property in favour of developer and developer in turn construct and deliver 35 % super built up area in favour of the owner.

Whereas by virtue of execution of Joint Development Agreement , said **M/s 7 Hills Logistics Systems Private Limited** have executed General Power of Attorney dated 3/5/2014 in favour of **M/s T G DEVELOPERS** thereby authorizing them to perform certain acts on his behalf including the power of transfer & convey their share of the schedule property & the said GPA is registered as Document BSK-4-00051-2014-15 stored in CD BSKD267 in the office of Sub registrar, Banashankari, Bangalore.

Whereas the said **M/s 7 Hills Logistics Systems Private Limited & M/s T. G. DEVELOPERS** entered into a sharing agreement dated 19.8.2015 for the sharing of Apartments constructed on the schedule property

Whereas the said **M/s 7 Hills Logistics Systems Private Limited** through **M/s T. G. DEVELOPERS** with an intent to construct residential building on the schedule property has approached Bangalore Development Authority & obtained License & Approved Plan dated 22.05.2015, bearing No. LP No. EM/EO/TA/3/EAST /07 /2015-16 for the construction of residential building consisting of Stilt Floor, Ground Floor + 4 Upper Floor to a total of 93 units on the schedule property.

A. AND WHEREAS the Vendor and DEVELOPER/CONFIRMING PARTY have formulated a scheme for developing the schedule A property by construction and sale of Residential flats to be built on the Schedule A Property (hereinafter referred to as the "said scheme of development") where under a purchaser of an undivided right, title and interest in the Schedule A Property will be allotted the right to construct or cause to be constructed by the DEVELOPER, own and enjoy, a specific residential apartment in the building to be constructed on the schedule A property and car parking unit/s under the said scheme of development and such purchaser/s shall secure the construction of such apartment and car parking unit/s through the DEVELOPER herein, who is constructing an integrated multistoried apartment building complex with common entrances, staircases, lifts, passages etc., pursuant to the scheme formulated herein and such purchaser/s of undivided right, title and interest would own their share of undivided land as Co-Owners with other buyers of the undivided land and have a specific Residential Apartment constructed thereon by the DEVELOPER.

B. WHEREAS, the Vendor has furnished all the title deeds, documents, statutory approvals and approved construction plan to the Purchaser/s to carry out legal due-diligence to ascertain clear and marketable title of the Vendor. Based on the legal due-diligence and being satisfied over the title of the Vendor pertaining to the Schedule 'A' property the Purchaser/s has/have requested the vendor to allot him/her/them the undivided share of land proportionately intended to be purchased by the Purchaser/s which is more fully described in the Schedule "B" hereunder and hereinafter referred to as the schedule "B" property with a right to get the Schedule C property constructed by the DEVELOPER. And also to allot the proposed Flat to be constructed as per the sanction plan of the proposed building and the Purchaser/s accordingly has/have entered in to a construction agreement on this date for the construction of the aforesaid flat, and the said flat is more fully described in Schedule 'C' hereunder and herein after referred to as the schedule "C" property and the said construction agreement is hereinafter referred to as the "Construction Agreement".

C. WHEREAS, the purchaser/s for this purpose, is/are intending to purchase 459.2 sq ft share of undivided interest in Schedule 'A' property along with the right to construct and own Schedule 'C' apartment and has/have therefore approached the vendor for sale of the aforementioned share of undivided interest in the schedule "B" property.

D. WHEREAS, the vendor has accordingly agreed to sell the Schedule 'B' property to the purchaser/s with a right to construct and own Schedule 'C' apartment along with the terms and conditions of the aforesaid construction agreement and the purchaser/s has/have agreed to purchase the same on certain terms and conditions as mutually agreed between the parties.

1. **NOW THEREFORE THIS AGREEMENT TO SELL WITNESSETH THAT**

In pursuance of the above, the purchaser/s agreeing and undertaking to comply with all the terms & conditions, stipulations and restrictive covenants contained in Schedule 'D' and 'E', the Vendor has agreed to sell, the share of undivided interest and the Purchaser/s has/have agreed to purchase the Schedule B property for a sale consideration of **Rs. 25,49,120/-(Rupees Twenty Five Lakh Forty Nine Thousand One Hundred Twenty Only) and Car parking at Rs 1,50,000 /-(Rupees One Lakh Fifty Thousand Only).**

- a) The said sale consideration amount and modes and stages of payment of sale consideration are briefly described in the schedule 'F' herein.
- b) The Purchaser/s has/have already paid the booking amount to be considered as advance amount as described in the Schedule 'F' herein, and the receipt of which the vendor has already acknowledged by separate receipt and also hereby confirms and acknowledges the same. The purchaser/s shall pay the balance sale consideration amount for the schedule B property as detailed in Schedule 'F' herein.
- c) The purchaser/s hereby specifically agrees that the payment of balance sale consideration amount is the essence of this agreement and there shall be no delay in payment of the balance sale consideration as mentioned in the said Schedule 'F' herein and also shall make payments as per the schedule of payment in said construction agreement for the construction of schedule 'C' apartment to be constructed within the stipulated period contained therein. The Purchaser/s understand/s and is/are well aware that any default in payment of the balance sale price shall affect the said "scheme of development" as there are other intending purchasers who have joined the "said scheme of development" agreeing to abide by the schedule of payment. The Purchaser/s specifically agree/s that the time for payment of the balance sale price is the essence of the contract in view of the said scheme of development.
- d) Every payment under this Agreement including payments of the balance sale price shall be made by cheque or demand draft payable at Bangalore. If cheque or demand draft is payable outside Bangalore, then the bank collection charges will be debited to the Purchaser's account and the credit for the payment made will be considered on actual credit of the amount from the bank. The collection charges will also become liable to be paid by the Purchaser/s. In this regard the date of credit of the amount into the account of the Vendor will be considered as the date of payment by the Purchaser/s and interest will become payable from the due date.
- e) The registered Sale deed for conveying schedule B & C property shall be executed by the Vendor and Developer subject to the purchaser/s paying all amounts due under both the agreements, i.e., the agreement to sell and the Construction Agreement.

2. **THE VENDOR COVENANTS WITH THE PURCHASER/S THAT:**

- a) That the VENDOR is the sole and absolute owner in possession and enjoyment of the Schedule A Property and that the VENDOR has clear and absolute marketable

title to the Schedule A Property and none other than the VENDOR has any right title or interest over the Schedule A Property.

- b) That the Schedule A Property is free from all kinds of encumbrances, restrictive covenants, lis-pendences, acquisition and requisition, proceedings, statutory dues, court attachments or claims of any other nature whatsoever.
- c) That the VENDOR will convey the Schedule B Property with clear and marketable title free from all encumbrances what so ever to the purchaser/s and VENDOR shall not do any act, which would prohibit the VENDOR from vesting absolute ownership to the Purchaser/s.
- d) The VENDOR shall execute and register a Deed of Sale in favour of Purchaser/s in respect of Schedule "B & C" Property and the VENDOR hereby undertakes to do, execute and perform all acts, deeds and things that may be necessary for effectively conveying the title of the Schedule "B & C" Property to the Purchaser/s, after compliance by the Purchaser/s of all the terms of this Agreement mentioned herein and after payment of all sums mentioned in Schedule 'F' herein and as per the terms and compliance of payment schedule in the said Construction Agreement.
- e) The Vendor will pay all taxes, rates and cess to the concerned authorities pertaining to the Schedule 'B' property till the Schedule 'C' property is ready for occupation.
- f) That the Vendor shall deliver a set of photo copies of the documents of title with respect to the Schedule A Property to the Purchaser/s. The original title deeds and documents shall be delivered by the Vendor to the Association of Owners as and when formed as per law.

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

- a) That the Purchaser/s shall not be entitled to claim conveyance of the Schedule 'B' & 'C' Property until the Purchaser/s fulfill/s and perform/s all his/ her/ their obligations and completes all payments under this Agreement and the said Construction Agreement.
- b) That the Purchaser/s will bear the cost of Stamp duty and registration charges, legal expenses and other miscellaneous expenses incidental for conveying the Schedule 'B' & 'C' Property in his/ her/ their favour.
- c) That the Purchaser/s has/have inspected and undertaken necessary legal due-diligence on the title deeds and documents pertaining to the Schedule 'A' Property and has/have entered into this Agreement after being satisfied about the clear, absolute and marketable title of the Vendor relating to the Schedule A Property and the Scheme of development formulated by the Vendor.
- d) In the event of termination of this Agreement for any reasons whatsoever, the Vendor shall forfeit as liquidated damages 10 % of the entire sale price under this Agreement. The Vendor shall there upon be entitled to deal, in any manner, with the Schedule 'B' & 'C' Property including selling the same to any third party on any terms and conditions it may deem fit, without any further reference to the Purchaser. The balance amount due to the Purchaser, if any, after forfeiting 10 % as above said, it shall be paid by the Vendor to the Purchaser within 1 month of the disposal of the Schedule 'B' & 'C' Property. On termination of this Agreement by the Vendor, the said Construction Agreement executed between the parties shall also stand terminated without any necessity of executing any further documents. In the event, the amount to be forfeited is more than the amount paid by the Purchaser under this Agreement, then the Vendor shall have the right to claim the difference between the amount paid and the liquidated damages from the Purchaser as per Law.

4. NAME OF RESIDENTIAL APARTMENT COMPLEX.

The name of the multi storied residential apartment complex shall be **"T.G.EPITOME"** and the same shall not be changed / altered / modified under any circumstances or for any reason what so ever. The display of the said name shall be maintained FOR EVER as provided and displayed by the Vendor at such places as earmarked by the Vendor.

5. PAYMENTS BY THE PURCHASER/S APART FROM SCHEDULE 'F'.

- a) The stamp duty on this agreement to sell and said construction agreement & the stamp duty, registration fee and legal service charges including other miscellaneous and incidental expenses there to prevailing at the time of registration of sale deed for conveying Schedule 'B' & 'C' Property in favor of the Purchaser.
- b) If for any reason what so ever if the sale deed to be executed in favor of the purchaser is undervalued and if notice for recovery of appropriate stamp duty and registration fee is issued by The Special Deputy Commissioner for Detection of Under valuation of Stamp Duty or from any other competent or concerned authority, the same shall be dealt by the Purchaser at the cost of the Purchaser and the Vendor shall have no liability with respect to the claims therein.
- c) The cost of Khatha transfer and other miscellaneous expenses relating thereto.
- d) Service Tax and / or any duty or levy that may be payable for the Schedule "C" Property.
- e) Maintenance charges as applicable briefly described in clause 11 herein.
- f) The Purchaser/s shall be liable to pay the property taxes, cesses and all other outgoings in respect of the Schedule "C" Property from the date of the Schedule "C" Property is ready for occupation as set out in the notice to be sent to the Purchaser/s or from the date of registration of Sale Deed whichever is earlier.

6. SCOPE OF SALE OF SCHEDULE 'B' PROPERTY.

- a) The sale of the Schedule 'B' Property to the Purchaser/s shall be TO ENABLE THE PURCHASER/S TO CONSTRUCT, OWN AND PURCHASE the Schedule 'C' Apartment under the "said scheme of development".
- b) The Purchaser/s shall get the schedule 'C' property constructed only as per the terms and conditions stipulated in the said Construction Agreement executed on this day along with this agreement to sell and only through the said builder who is the Confirming Party herein and no one else.
- c) The Purchaser/s hereby specifically agree/s that the schedule 'B' property is not physically divisible and shall not seek partition / separate possession / division of the Schedule 'B' Property under any circumstance. It is agreed and confirmed by the Purchaser/s that the Schedule A Property will be held by all the apartment owners as co-owners, each having an undivided share therein as per the terms and conditions of their respective registered Deed Of Conveyance and all common areas such as lobbies, staircase, lift, water pipe, sewer lines, etc. shall be used in common by the apartment owners.
- d) The Purchaser/s has/have agreed to the "said scheme of development" and has/have executed this agreement to sell and the said construction agreement, does hereby agree and acknowledge that the Vendor and the Purchaser/s has/have executed this Agreement to sell on consideration that the Purchaser/s has/have also this day executed a Construction Agreement for construction of Schedule 'C' property to be read together and which is co-terminus with this agreement and termination of any one of the Agreements shall automatically lead to the termination of both the agreements with consequences provided in the respective agreement.

7. ASSIGNMENT.

- a) The Purchaser/s shall not assign/transfer his/her/their interest under this Agreement without the prior written consent of the Vendor. It is specifically made clear that the Vendor shall exercise his discretion to give consent for any assignment by the Purchaser/s as this contract is exclusive in nature. It is also agreed that in the event the Vendor gives consent for assignment of Purchaser/s right / interest in this Agreement, such Assignee/s shall comply with all the terms and conditions which the Purchaser/s is/are required to comply and Vendor shall be entitled to charge Rs. 100/- per sft, of the Schedule 'B' & 'C' property as their administrative charges and transfer fee for giving such consent.
- b) Its agreed by the Purchaser/s that this agreement and the Construction Agreement are co-terminus in nature, the Purchaser/s shall not be entitled to assign either of these agreements independently without assigning the other Agreement i.e., the Purchaser/s shall not be entitled to assign his/her/their rights under this Agreement to sell without assigning his/her/their rights under the Construction Agreement and vice versa. It is also made clear that the Purchaser/s will not be able to assign his/her/their rights in portions ie., the Purchaser/s will have to either assign all his/her/their rights under this Agreement or otherwise shall not be entitled to assign his/her/their rights at all.

8. TITLE DEEDS.

- a) The Purchaser/s is/are provided with copies of all the title deeds and documents pertaining to the Schedule 'A' property along with copies of statutory approvals for development of Residential apartment complex for Legal Due-diligence and the Purchaser/s after being satisfied with the title of the Vendor has/ have entered into this agreement to sell and construction agreement.
- b) If the Vendor requires financial aid for development, Vendor shall secure the same from any bank or financial institution and shall obtain NOC from such bank or Financial Institution at the time of sale of Schedule 'B' & 'C' property in favour of the Purchaser.
- c) The Vendor shall immediately after completion of the project or if mortgaged immediately after closing such loan and securing original title deeds shall hand over all the title deeds and documents pertaining to the Scheduled property to the Apartments Owners Association formed as per Law.

9. EXECUTION OF SALE DEED:

- a) The Vendor and Developer hereby agree to execute the registered sale deed in favor of the purchaser for conveying Schedule 'B' & 'C' property in terms of the draft formulated by Vendors counsel for the sake of maintaining uniformity of sale deeds among all co-owners of the Residential Apartment Complex, only after all the terms and conditions are adhered to mentioned herein and in the said construction agreement. The Purchaser/s agree/s not to claim conveyance of schedule 'B' & 'C' property till compliance of both the agreements.
- b) The parties hereto shall co-operate and co-ordinate with each other for registration of the sale deed in pursuance of this agreement to sell. The sale deed registration process shall be carried out by the Vendor's counsel only and the purchaser/s is / are liable to pay the expenses and professional fees stipulated by the builder with regard to the same and the Purchaser/s hereby agree/s to the same.

10. RIGHTS AND RESTRICTION ON USAGE.

- a) The Purchaser/s hereby agree/s to own and enjoy Schedule `B' & `C' property and common areas and amenities in common with other owners or purchasers of undivided shares in Schedule `A' Property and shall be entitled to all such Rights stated in Schedule `D' herein and the Purchaser/s shall be liable to comply and adhere to the restrictions and obligations imposed on the Purchaser/s as detailed in Schedule `E' herein. The rights and obligations so detailed in Schedules `D' & `E' hereunder are common to all apartment owners. The Vendor / Developer at their discretion shall be entitled to confer additional benefits and rights to specific Purchaser/s.
- b) It is hereby agreed and confirmed that the Schedule A Property, on which the multi storied residential apartment complex is to be constructed, will be held by all the apartment owners as Co-Owners, each having an undivided share therein, as per the terms and conditions mentioned herein and to be mentioned in the Deed of Conveyance to be obtained from the VENDOR and all passages, lobbies, stair-cases, roads, water lines, sewer lines as also the other areas which are used in common by the Apartment Holders, will belong to and vest in the apartment owners to be used by all of them jointly and in common (other than the areas earmarked for car parking / garden).
- c) The Purchaser/s specifically agree and confirm not to seek partition or division or separate possession of the Schedule `B' Property and shall not call in question or dispute the sale price that will be settled with the Purchasers of the remaining undivided share in Schedule `A' Property.
- d) The Purchaser/s agrees that the Vendor reserves right to allot for consideration, exclusive car parking rights or slots to the purchaser/s that specifically seek or apply for the same. The Purchaser/s shall not have any right to object such allotment made by the Vendor.
- e) The Purchaser/s shall have no objection in any manner in the Vendor Transferring Developmental Rights or utilizing Transfer of Developmental rights from any other source to put up a construction in any of the blocks in Schedule `A' property.

11. MAINTENANCE:

- a) The Purchaser/s shall pay to the Developer or Maintenance Company or Owners' Association as the case may be, proportionate sums for maintenance of common areas and facilities.
- b) The Purchaser/s shall be liable to proportionately share and pay for the common expenses/maintenance expenses to the Developer / the Agency appointed by the Developer for maintenance of all the common areas and facilities from the date possession of the Apartment is ready, for which a notice is served on the Purchaser/s or possession is handed over or deemed to have been handed over.
- c) The Purchaser/s shall permit the Developer and/or Maintenance Company and/or Association as the case may be, their agents, with or without workmen at all reasonable times to enter into and upon the Schedule `C' property or any part thereof for the purpose of repairing, maintaining, re-building, cleaning and up keeping in order and condition all services, drains, etc and also for the purpose of disconnecting the supply of water and electricity and other facilities etc., to such individual Apartment who has / have defaulted in paying water, electricity and common maintenance charges.

12. SCOPE OF AVAILING LOAN.

- a) The Purchaser/s, if the need be, can avail loan facilities for financing purchase of schedule 'B' & 'C' properties at their discretion from any of the Banks or Non-Banking Finance Institutions and shall be solely responsible for completing all required formalities necessary therein.
- b) The Vendor agrees to sign and execute Tripartite Agreements if necessary and the Purchaser/s shall complete all such necessary procedures and get the loan sanctioned and disbursed within 15 days from this day. The delay in availing loan facility by the Purchaser/s shall not be a reason for waiver of Purchaser/s liability herein or for delay in payments as per Schedule 'F' herein and as per payment schedule in said Construction agreement.
- c) The Vendor shall be in no way be responsible in any manner what so ever for the failure of the Purchaser/s to avail loan for financing payments under this agreement to sell and said construction agreement.

13. DELAY IN ENFORCEMENT.

Any Delay by the Vendor in enforcement or taking action or time granted against any breach of terms agreed up on or delay in payments to be made by the Purchaser/s as per Schedule 'D', shall not be construed as a waiver by the Vendor and the same shall not prejudice the right of the Vendor in enforcing this agreement.

14. AMENDMENT:

This agreement shall be amended only by a written agreement signed by both the parties.

15. SEVERABILITY.

If for any reason or event that any provision of this Agreement is declared by any judicial or any other competent authority to be void, voidable, illegal or otherwise not enforceable or indications of the same are received by either of the parties from any, relevant competent authority, then the parties herein shall:

- a) Such provision shall be amended in such manner so as to reflect the intention of the parties and the same shall not be illegal.
- b) The parties shall on mutual agreement and at their discretion delete such provision from this Agreement. The remaining provisions of this Agreement shall remain in full force and effect, in achieving the original intention of the parties.

16. INTERPRETATION:

This Agreement shall be interpreted in accordance with the settled laws of interpretation of contracts subject to the following:-

- a) The 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.
- b) Words referring the singular include the plural and vice versa.
- c) Words referring to one gender will be construed as referring any other gender.

- d) References to person mean and include any person, including a body of persons corporate or unincorporated (that is, a natural person, a legal person like body corporate).
- e) Save where the context otherwise requires, all obligations given or undertaken by more than one person in the same capacity are given or undertaken by them jointly or severally.

17. TERMINATION:

- a) In the event of delay / default by the Purchaser/s to pay the balance sale consideration as per schedule 'D' herein, the Vendor shall issue a notice calling on the Purchaser/s to pay the arrears within 10 days from the date of issue of such notice and if the Purchaser/s fail to comply and pay arrears within the stipulated time, this agreement shall stand terminated without any further to the Purchaser/s.
- b) In the event of termination of this agreement as aforesaid, The Vendor shall forfeit 10 % of the total sale consideration as liquidated damages and shall refund the balance if any within 1 month from the date of resale of the Schedule 'B' & 'C' property. In the event of termination of this sale agreement the said Construction agreement shall also stand terminated without any further notice to the Purchaser/s as both the agreements are co-terminus.
- c) The Vendor reserves discretion to consider or receive arrears with interest of 24 % per annum and in that event this agreement shall not be terminated.
- d) In the event of the Purchaser/s cancelling this agreement for any reason what so ever, the Vendor shall forfeit 10% of total sale consideration as liquidated damages and shall refund the balance if any within 1 month from the date of resale of the Schedule 'B' & 'C' property.

18. NOTICES:

Either of the parties shall issue notices or correspondences to the other party under this Agreement to the respective address mentioned in this Agreement and such notices and correspondences are deemed to have been served on the parties if addressed and sent through RPAD/ Certificate of Posting or Courier. The party sending notice is not responsible for non delivery due to change in the address which is not intimated by such party in writing.

19. DISPLAY OF NAME:

The Purchaser/s shall be entitled to put his / her/ their name only in the directory of owners provided by the Vendor in the particular wing / block. The Purchaser shall not put up any hoarding, name plates, graffiti, Signboard, etc. anywhere else unless approved in writing by the Vendor or the Association of Owners.

20. SPECIFIC PERFORMANCE.

In the event of default by either of the parties, the aggrieved party shall seek specific performance of this agreement as per law.

21. DISPUTE REDRESSAL:

Without prejudice to the right of the aggrieved as per clause 19 above, in the event of breach of any terms of this agreement or with regard to any matter or dispute arising out of this agreement, the parties shall refer the same to a individual Arbitrator appointed by themselves and arbitration shall be as per the provisions of Arbitration and Conciliation Act in force and proceedings shall be held in English language and within the jurisdiction of Bangalore.

22. JURISDICTION:

All matters and disputes relating to or arising in relation to this agreement shall be dealt within the jurisdiction of courts at Bangalore.

23. CUSTODY:

This Original Agreement shall be with the Purchaser.

24. Force De Majeure

The vendor shall not be liable to the other for failure to perform its obligations hereunder if and to the extent such failure to perform results from reasonably unforeseen causes beyond its reasonable control, all of which causes herein are called "force majeure," including, but not limited to, strikes; civil disturbances; fires; floods; unusual climatic conditions; acts of God; or acts of public enemy.

SCHEDULE A PROPERTY

Item No-1: All that piece and parcel of undeveloped converted immovable property being vacant land bearing Sy. No. 178 measuring 0-25 Guntas out of 1 (One) Acre and 0.05 Guntas 'A' kharab land totally measuring 1 acre 0.05 guntas situated at Chikka Nagamangala Village, Anekal Taluk, Sarjapura Hobli, converted for residential purposes vide Conversion Order bearing No. ALN(A) (S) SR.53 of 2009 – 10 dated 06.11.2009 issued by the Special Deputy Commissioner Bangalore and bounded on

East by: Remaining Portion of land bearing Sy. No. 178
West by: Land in Sy. No.69
North By: Road
South by: Land in Sy. No. 179

Item No-2: All that piece and parcel of undeveloped converted immovable property being vacant land bearing Sy. No. 179 measuring 0-22 Guntas out of 1 (One) Acre situated at Chikka Nagamangala Village, Anekal Taluk, Sarjapura Hobli, converted for residential purposes vide Conversion Order bearing No. ALN (A) (S) SR.54 of 2009 – 10 dated 06.11.2009 issued by the Special Deputy Commissioner Bangalore and bounded by:

East by: Remaining Portion of land bearing Sy. No. 179
West by: Land in Sy. No.69
North by: Land in Sy. No. 178
South by: Private Property

SCHEDULE B PROPERTY

459.2 Square feet of undivided share, right, title in the Schedule A Property.

SCHEDULE C PROPERTY

Residential **Flat/Apartment** bearing **Flat No: 304 at Third Floor, Block B** having **1120 Square Feet of Super Built up Area** constructed at **“T.G.Epitome”** constructed on Schedule A Property.

SCHEDULE D

RIGHTS OF THE PURCHASER/S APARTMENT OWNER / S

In the course of Joint Ownership and enjoyment of the Schedule A Property and the Apartments constructed thereon, every purchaser/s of undivided right, title and interest in the Schedule Property / every apartment owner/s shall have the following rights:

- a) The right to construct and own the Apartment for residential purposes, subject to the terms of the Agreements executed for acquiring the Apartment.
- b) The right and liberty to all persons authorized or permitted by the Apartment Owner (in common with all other persons entitled, permitted or authorized to the similar right) at all times and for all purposes, to use common staircases, passages and common areas in the buildings for ingress and egress and use in common.
- c) The right to subjacent lateral, vertical and horizontal support, shelter and protection for his / her / their Apartment from the other parts of the building and from the side and roof thereof.
- d) The right of free uninterrupted passage of water, gas, electricity, sewerage etc from and to the apartment through the pipes, wires, sewer lines, drain and water courses, cables, which are now or may at any time hereafter be, in, under or passing through the said residential complex or any part thereof by the schedule property.
- e) The right of entry and passage for the purchaser/s with / without workmen to other parts of the building after prior intimation to the concerned or Apartment Owners Association, for the purpose of repair / maintenance / cleaning of sewers, drains, pipes, cables, and wires without causing any disturbance to other occupants of the building and rectifying damaged caused.
- f) Right to use common areas and amenities along with other co-owners of the building on regular payment of maintenance charges.
- g) Right to use common areas and amenities in the manner meant to use such common areas and amenities.
- h) Absolute Right of ownership and possession of the schedule ‘C’ property.
- i) Right to make use of the apartments for residential use only.

SCHEDULE E

OBLIGATIONS ON THE PART OF THE APARTMENT OWNERS

In the course of Joint Ownership and enjoyment of the Schedule 'Property and the Apartments constructed thereon, every purchaser/s of undivided right, title and interest in the Schedule A Property / every apartment owner/s shall be bound by the following restrictions and obligations:

- a) Not to raise any construction in addition to the apartment allotted.
- b) Not to use or permit the use of the Apartment in a manner which would diminish the value of the utility in the property or any construction made thereon.
- c) Not to use the space in the land, described in SCHEDULE above, left open after the construction of the building thereon for parking any vehicle or to use the same in a manner which might cause hindrance to or obstruct the movement of vehicles parked in the parking spaces.
- d) Not to default in the payment of any taxes or levies to be shared with the other Apartment Owners of the property described in the SCHEDULE above or expenses to be shared by owners of construction thereon of any specified part thereof provided such taxes or levies become leviable from the date his / her / their apartment is ready for occupation.
- e) Not to decorate the exterior part of the building to be constructed on the Schedule A Property other than in the manner agreed to by at least two third majority of the Owners of the said Residential Complex.
- f) Not to make any arrangement, for the maintenance of the SAID BUILDING referred above and for ensuring common amenities herein for the benefit of all concerned, other than that agreed to by two third majority of all other Apartment Owners.
- g) The Apartment Owner shall have no objection whatsoever to the VENDOR handing over the common areas and the facilities to the common organization or association as soon as it is formed and pending formation of the same, the VENDOR shall retain the same and the Apartment Owners shall give specific consent to this undertaking.
- h) Each Apartment Owner shall become a Member of the Owners' Association on its formation in respect of each residential building built in Schedule 'A' property and shall observe and perform the terms and conditions and bye-laws and rules and regulations of the Association that may be formed and pay the admission fee and other fees that may be required.
- i) It is hereby clarified and agreed that the expenses relating to common areas and common facilities shall be borne by the actual users viz., the Apartment Holders in the Building.
- j) Not to use or permit the use of the common passage and common staircase, either for storage or for use by servants at any time or hang their household cloths, linen and other personal effects on the verandahs or above the parapet or railing level.
- k) The Apartment Owner shall use the apartment as a private residence and the car parking space for parking light vehicle only.
- l) The Apartment Owner shall maintain the front elevation and the side and rear elevations of the apartment in the same form as the VENDOR construct and not at

any time alter the building elevation in any manner whatsoever without the prior consent in writing from the VENDOR or the Association, as the case may be.

- m) Each Apartment Owner shall from the date of handing over possession maintain the apartment at his / her / their cost in a good and tenantable repair and condition and shall not do or suffer to be done anything in or to the apartment and/or common passages, or the compound which may be against the rules and bye-laws of the concerned authorities.
- n) It is a specific term and condition of this Agreement and of the rights to be created in favour of the prospective purchasers in the said Residential Complex being constructed on the Schedule Property that:-
1. The name and/or apartment numbers shall be put in standardized letters at the location / board that may be designated by the VENDOR in the entrance lobby and at the entrance door of the particular Apartment but at no other place in the building and the number and numbering pattern shall not be altered / modified.
 2. No sign board, hoarding or any other logo or sign shall be put up by the Apartment Owner on the exterior of the building or on the outer wall of the Apartment except other than in the place designated.
 3. The Apartment Owner shall not alter the colour scheme of the exterior of the building or of the exterior lobby wall of the apartment though the Apartment Owner shall be entitled to select and carry out any decoration / painting of the interior of the Apartment.
 4. The Apartment Owner shall not do anything that may adversely affect the aesthetic appearance / beauty of the building, nor do anything in the compound of the property which may cause any nuisance or obstruction or hindrance to the other owners.
 5. The Apartment Owner shall, from time to time, do and execute all further acts, deeds, matters and things as may be reasonably required by the VENDOR for duly implementing the terms and intent of this Agreement.
- o) The Apartment Owner shall carry out at his / her / their cost such repairs and maintenance to water lines, sewerage lines and the like in his / her / their respective apartment in the event of there being any complaint, from the Apartment Owner below, of leakage / seepage of water, sewage and the like through the floor of the apartment (i.e., roof of the owner of the apartment down below) with prior permission of the Apartment Owner below.
- p) The Apartment Owner shall, from the date of possession / registration of sale deed whichever is earlier, keep the his / her / their apartment, the walls and partition walls, sewers, drains, pipes and appurtenances, thereto belonging in good tenantable repair and condition and shall abide by all bye-laws rules and regulations of the Government, Corporation of the city of Bangalore Bangalore Development Authority or any other authorities and Local bodies and shall attend to, answer and will be responsible for all actions for violation of any such conditions or rules or bye-laws.
- q) The Apartment Owner shall be aware that the exclusive right of use of car parking space in basement level and ground level will be allotted by the VENDOR to the various Apartment Owners and that the right of use so allotted shall vest solely in the respective Apartment Owner to whom it is allotted, notwithstanding that reserved car parking space forms part of the common area. The Apartment Owner shall have no objection to such right of use being allotted. It is however,

clearly understood that such right of use shall not vest in the Apartment Owner any title to the land earmarked as Car Parking Space.

- r) The Apartment Owner shall not at any time cause any annoyance, inconvenience or disturbance or injury to the occupiers of the other apartments / Garden area / Terrace area and parking spaces etc., in the building and the Apartment Owner shall not: -
1. Close the lobbies; stairways, passages and parking spaces and other common areas.
 2. Make any alterations in the elevation or both faces of external doors and windows of the apartment / parking space to be acquired by Apartment Owner which in the opinion of the Owners Association and / or VENDOR differ from the color scheme of the building.
 3. Make any structural alterations inside the apartment / enclose balconies or utility areas.
 4. Default in payment of any taxes or levies to be shared by the other Owners of the Schedule Property or common expenses for maintenance of the building.
 5. Create nuisance or annoyance or damages to other occupants and owners by allowing pounding, running machinery and causing similar disturbances and noises.
 6. Install machinery, store / keep explosives, inflammable / prohibited articles which are hazardous, dangerous and / or combustible in nature.
 7. Use common corridors, staircases, lift lobbies and other common areas either for storage or for use by servants at any time.
 8. Bring inside or park in the Schedule Property any lorry or any heavy vehicles.
 9. Use the apartment or portion thereof for only residential purposes and not to use for any illegal or immoral purposes.
 10. Enter or trespass into the parking areas / garden areas / terrace areas not earmarked for general common use.
 11. Throw any rubbish or used articles in Schedule Property.
 12. Undertake any interior decoration work or additions, alterations inside the Apartment involving structural changes without prior consent in writing from the VENDOR or the ASSOCIATION whichever may be the case
 13. Trespass into other apartments in the Schedule Property.
 14. Create any nuisance or disturbance or misbehave in the matter of enjoying the common facilities provided to all the Apartment Owners in the schedule Property.
 15. Refuse to pay such sums as are demanded for use and enjoyment of common facilities in the Schedule Property.
 16. Put up any construction in Garden / Terrace / Parking Areas or alter the use thereof.
 17. Parking any vehicles in any part of the Schedule Property except in the parking area specifically acquired.
- s) The Apartment Owner shall have no right at any time whatsoever to obstruct or hinder the progress of the construction of multistoried building or any part thereof in the Schedule Property.
- t) The Apartment Owner shall maintain at his / her / their own cost his / her / their Apartment and Parking / Garden / Terrace area in good condition, state and order and shall abide by all the laws and regulations of the Government Corporation of the City of Bangalore, Bangalore Development Authority and any other duly constituted authority from time to time in force and answer and be

responsible for all notices or violations and of any other terms and conditions in this Agreement, from the date of execution of Sale Deed.

- u) The Apartment Owner shall use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in the said Residential Complex in common with the other Apartment Owners and to permit free passage of water sanitary, electricity and electrical lines, through and along the same or any of them and to share with the other Apartment Owners the cost of maintaining and repairing all common amenities such as common accesses staircases, lifts, generator, etc., and to use the same as aforesaid and / or in accordance with the Rules, Regulations, Byelaws and Terms of the Association to be formed by or among the Apartment Owners in the building.
- v) The Apartment Owner shall permit the VENDOR and / or the Owner's Association, its agents and representatives with or without workmen at all reasonable times to enter into and upon the apartment / parking space/ garden / terrace or any part thereof for the purpose of repairing, maintaining, re-building, cleaning and keeping in order and condition all services, drains, structures or other conveniences belonging to or servicing or used for the apartment 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 etc., to the Apartment / Parking Space / Garden / Terrace or other common areas of the building or to the occupiers of such Apartment./ Parking Space / Garden/ Terrace as the case may be who have defaulted in paying the share of the water, electricity and other charges. The VENDOR is not liable or answerable for payment of common expenses etc., stated in this Agreement any time for unsold apartment.

SCHEDULE F

Advance Payments by the customer

The PURCHASER has on this day paid an advance of Rs 8,43,136 /-in the way mentioned below:-

1. Rs 50,000/- Cheque bearing No. 000058, ICICI Bank ,dated 6/7/2017
2. Rs 7,93,136/- Cheque bearing No -----, -----Bank , dated

The balance payment will be done by the customer as per payment schedule mentioned in the construction agreement.

WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT ON THE DAY MONTH AND YEAR WRITTEN ABOVE.

WITNESSESS:

1.

**VENDORS/DEVELOPER
M/s. T.G. DEVELOPERS**

2

Represented by its Proprietor Mr. Sandeep Kumar.S

PURCHASER/S