

AGREEMENT TO SELL

THIS AGREEMENT TO SELL is made and entered on this day of
January, 2022 (/01/2022) at Bengaluru.

BETWEEN:

Sri. M. MANOHAR.

S/o. Sri. M. Venkatesh.

Aged about 45 years,

Residing at No. 46, 1st Floor,

1st Main Road, Hemavathi Layout,

Near P P Layout,

Kengeri Main Road,

Subramanyapura Post,

Bengaluru- 560061.

Aadhar No. 2662 9400 0952.

PAN No. AIMPM8158P.

Herein after referred to as the VENDOR, which term shall mean and include his heirs, legal representatives, executors, administrators, successors in interest.

AND

Sri. .

Herein after referred to as the PURCHASER, which term shall mean and include her heirs, legal representatives, executors, administrators, successors in interest.

WHEREAS the VENDOR is the absolute owner of all that piece and parcel of vacant immovable property bearing converted Sy. No. 82, converted vide conversion order ALN.(S.U) SR/118/2008-09 dt:

21/04/2009 issued by the Deputy Commissioner of Bangalore district, situated Uttarahalli Village, Uttarahalli Hobli, Bengaluru south Taluk, Bengaluru, presently comes under the administrative Jurisdiction of BBMP, Uttarahalli Ward No. 184, having BBMP khata No. 2080/Sy. No. 82 and measuring 00-0.07.21 guntas or 7851.69 sq.ft., which property is more fully described in the schedule here under and here in after referred to as the "SCHEDULE A PROPERTY".

WHEREAS the VENDOR is the absolute owner of all that piece and parcel of property bearing vacant immovable property bearing converted Sy. No. 82, converted vide conversion order ALN.(S.U) SR/118/2008-09 dt: 21/04/2009 issued by the Deputy Commissioner of Bangalore district, situated Uttarahalli Village, Uttarahalli Hobli, Bengaluru south Taluk, Bengaluru, presently comes under the administrative Jurisdiction of BBMP, Uttarahalli Ward No. 184, having BBMP khata No. 2080/1/Sy. No. 82 and measuring 00-01.79 guntas or 1949.31sq.ft, which property is more fully described in the schedule here under and here in after referred to as the "SCHEDULE B PROPERTY".

And Whereas, the VENDOR has acquired the schedule A Property by way an absolute sale deed dt: 23/06/2021 from its erstwhile owner Sri. R. Ramesh and said sale deed is registered as document No. BSG-1-00923/2021-22 of Book No.1 and stored in CD No. BSGD947 on 23/06/2021 in the office of the Sub Registrar, Basavanagudi (Basavanagudi), Bengaluru.

And Whereas, the VENDOR has acquired the schedule B Property by way an absolute sale deed dt: 23/06/2021 from its erstwhile owner Sri. K.S. Manjunath and said sale deed is registered as document No. BSG-1-00923/2021-22 of Book No.1 and stored in CD No. BSGD947 on 23/06/2021 in the office of the Sub Registrar, Basavanagudi (Basavanagudi), Bengaluru.

And whereas, originally the property bearing Sy. No. 82 measuring 6 acres 08 guntas of land belonged to one Sri. H.V. Nanjundaiah, who along with his minor children representing them as their natural guardian has sold the property in favour of Smt. H. Puttathayamma, W/o. late. Sri. Nanjundaiah, by way of an absolute sale deed dt:16/10/1961 and the said sale deed is registered as document No. 3915/61-62 of Book No. 1, volume No. 271 at pages 122 -125, in the office of the Sub Registrar, Bangalore South Taluk, Bangalore.

And whereas the said Smt. H. Puttathayamma, W/o. Late. H. Nanjundaiah, bequeathed the properties in favour of her sons and daughters by executing a will dt: 18/10/1993, in favour of Sri. H. Narayanaswamy S/o. Late. H. Nanjundaiah, Sri. H. Ramaswamy S/o. Late. H. Nanjundaiah, Sri. H. Peeranaiah S/o. Late. H. Nanjundaiah, Sri. H. Shivaswamy S/o. Late. H. Nanjundaiah, Sri. H. Ravindra S/o. Late. H. Nanjundaiah, Smt. Subbamma D/o. Late. H. Nanjundaiah and Smt. Ratna Chowdaiah D/o. Late. H. Nanjundaiah, registered as Document No. 223/1993-94, of book No.3 volume No. 92 and from pages 50 to 54, in the office of the Sub-Registrar, Basavanagudi, Bengaluru and the land bearing Sy. No. 82, measuring 6 acres and 8 guntas of land, was bequeathed to Sri. H. Shivaswamy S/o. Late. H. Nanjundaiah.

And whereas, the said Smt. Puttathayamma, filed a civil suit vide O.S. No. 7348/1990, against her sons and daughters. And whereas, during the pendency of the said suit Smt. Puttathayamma died on 02/06/1996. And the said Sri. H. Shivaswamy and another have been transposed as plaintiff by the orders of the Hon'ble Court. And whereas, the afore mentioned suit came to be decreed in terms of compromise petition and in

view of the said compromise, rest of the legal heirs of Smt. Puttathayamma, conceded that Sri. H. Shivaswamy as the absolute owner of Sy. No. 82, measuring 6 acres 08 guntas of land and thus Sri. H. Shivaswamy became the absolute owner in possession of the property bearing Sy. No. 82 measuring 6 acres 08 guntas of land, by mutating the revenue records into his name vide MR No. 3/98-99.

And whereas the said Sri. H. Shivaswamy executed a General Power of Attorney dt: 02/06/2004, in favour of Smt. G. Sujatha, in respect of the agricultural land bearing Sy. No. 82, measuring to an extent of 1 acre out of 6 acres and 8 guntas of land, registered as Document No. KEN-4-087/2004-05, of book No. 1 and stored in C.D. No. KEND84, in the office of the Senior Sub-Registrar, Kengeri, Bengaluru, representing her as his lawful attorney, in respect of the said land.

And whereas the Sri. H. Shivaswamy, represented by his GPA holder Smt. G. Sujatha, sold the agricultural land bearing Sy. No. 82, measuring 1 acre of land by executing an absolute sale deed dt: 22/07/2004, in favour of Sri. R. Ashok, which is registered as Document No. KEN-1-08413/2005-06, of book No.1 and stored in C.D. No. KEND217, in the office of the Senior Sub-Registrar, Kengeri, Bengaluru.

And whereas, due to mistake crept out in the sale deed dt: 22/07/2004, executed by Sri. H. Shivaswamy, represented by his GPA holder Smt. G. Sujatha, in favour of Sri. R. Ashok in respect of the agricultural land bearing Sy. No. 82, measuring 1 acre of land, executed a Rectification deed dt: 04/10/2005, in favour of Sri. R. Ashok, registered as Document No. KEN-1-15826/2005-06, of book No.1 and stored in C.D. No. KEND236, on 17/10/2005, in the office of the Senior Sub-Registrar, Kengeri, Bengaluru.

And whereas the said Sri. R. Ashok, sold the land bearing Sy. No. 82 measuring 00-09 guntas by executing an absolute sale deed dt: 10/04/2007, in favour of Sri. R. Ramesh, which is registered as Document No. BSK-1-00327/2007-08, of book No.1 and stored in C.D. No. BSKD1, on 10/04/2007 in the office of the Senior Sub-Registrar, Banashankari, Bengaluru.

WHEREAS, thereafter Sri. R. Ramesh, the owner of the agricultural land bearing Sy. No. 82, measuring to an extent of 00-09 guntas of land, situated at Uttarahalli Village, Uttarahalli Hobli, Bengaluru South Taluk, Bengaluru, has applied for the conversion of the above land from agricultural purpose to non-agricultural residential purposes and has paid the necessary conversion charges to the concerned authority. Subsequently on receipt of the necessary conversion charges, the Deputy Commissioner, Bangalore District have passed an order converting the property bearing Survey No. 82, measuring to an extent of 9 guntas of land, from agricultural to non-agricultural residential purposes, vide official Memorandum bearing No. B.DS.ALN.(SU).SR/118/2008-09 dated 21/04/2009.

And Whereas, the said Sri. R. Ramesh, has remitted the improvement charges to the then BBMP in respect of the Schedule property on 23/11/2020 vide receipt No. RE-ifms455-BC/000118.

And whereas, Sri. R. Ramesh, under an absolute sale deed dt: 13/02/2012, sold a portion of converted land measuring to an extent of 00-01.79 guntas or 1949.31 sq.ft of land, herein above mentioned as schedule B property, in favour of Sri. K.S. Manjunath, registered as Document No. BSG-1-03042/2011-12, of book No.1 and stored in C.D. No. BSGD158, on 13/02/2012 in the office of the Senior Sub-Registrar, Basavanagudi, Bengaluru.

And whereas, the said Schedule A and B properties are adjacent to each other and are situated at Uttarahalli Village, Uttarahalli Hobli, Bengaluru South Taluk, Bengaluru.

And Whereas, the VENDOR after purchasing the Schedule A and B Property has filed an application before the Assistant Revenue Officer, BBMP, Uttarahalli division, for amalgamation of the Khata of the schedule A and B Property and the Assistant revenue officer, BBMP, Uttarahalli Division, has accorded the application by causing a special notice under 147 of KMC Act and passed an order on 20/11/2021, thereby amalgamated the Khata of the schedule A and B property by assigning a unique Khata No. 2080/Sy. No. 82 and transferred the Khata of the schedule A and B property into the name of the VENDOR.

And Whereas, the amalgamated schedule A and B Property are herein after morefully described herein and referred to as amalgamated composite property or Schedule C Property.

AND WHEREAS, the VENDOR has formed a scheme to develop the Schedule 'C' Property by constructing a multistoried residential building in the Schedule 'C' Property comprising of dwelling units has applied before the BBMP for sanctioning of the plan and the office of the, BBMP, has accorded the application and sanctioned the plan for constructing the multi storied dwelling units as per its plan vide LP. No. vide L. P. No. Ad. Com. BMH/0411/18-19, dt: 05/02/2019 for construction of Residential property in stilt floor, GF+ FF+ SF+ TF on the Schedule C Property.

The VENDOR has registered the project under the provisions of Real Estate (Regulation and Development) Act, 2016 and the RERA authorities have issued the certificate vide No. The aforesaid project is also registered with RERA vide Registration no..... This Registration is valid for a period of..... years commencing from..... and ending with unless extended by the Authority. The details of the Promoter and Project are also available in the website of the Authority.

AND WHEREAS, the VENDOR has formed a scheme to develop the Schedule 'C' Property by constructing a multistoried residential building on the Schedule 'C' Property comprising of dwelling units and the building is Known as **"VKR PARADISE"** to be constructed on Schedule 'A' Property with super built up area of **Sq. ft** and a carpet area of **sq. ft**, together with **Sq. ft** of undivided share in the land comprised in Schedule 'C' Property.

And whereas the Purchaser above named with an intention of owning a dwelling unit at **"VKR PARADISE "** opted/agreed to join the aforesaid scheme and thereby accepted to purchase proportionate undivided share in Schedule 'C' Property from the VENDOR equaling to Sq. ft of undivided share in the land comprised in Schedule 'C' Property, which is morefully described in the Schedule D herein under and herein after referred to as the Schedule D Property and the said apartment is morefully described in the schedule and herein after referred to as the Schedule "E" Property.

And whereas the Purchaser above named with an intention of owning a dwelling unit at **"VKR PARADISE "** opted/agreed to join the aforesaid scheme and thereby offered to purchase proportionate undivided share in Schedule 'C' Property from the VENDOR above named and also purchase the Schedule 'D' Property by constructing a dwelling unit in the Ground Floor.

And whereas the VENDOR has offered to sell the Schedule 'D' property free from all encumbrances and the purchaser above named has agreed to purchase the Schedule 'D' property free from all encumbrances with Schedule E Apartment in Schedule C Property through the VENDOR herein and the VENDOR has agreed to sell and the PURCHAER has agreed to purchase the Schedule D and E Property for a total sale consideration of Rs. =00 (Rs. Only).

**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS
FOLLOWS:**

1. The VENDOR shall sell and the PURCHASER shall purchase the Schedule 'D and E' Property, free from all encumbrances, claims and demands, for the aforesaid consideration with cost of construction of

the Schedule 'E' Property, The VENDOR has agreed to sell and the Purchaser has agreed to purchase the Schedule D and E Property for a total sum of Rs. =00 (Rs. only) being the sale price for sale of Schedule 'D and E' property. The cost of any work executed by the OWNER/DEVELOPER at the request of the PURCHASER either in addition to or in modification of the specifications shall be paid by the PURCHASER at the mutually agreed rates and within such additional period as may be agreed upon, in the following manner:

2. The Purchaser has paid the advance amount of Rs. ,00,000/- (Rupees. lakhs Only) under following modes.
 - a. Rs. ,00,000/- (Rupees. lakhs Only) by the way of cheque bearing No. , dt: , drawn on M/s. Bank, branch, Bangalore,

the same has been acknowledged by the Vendor in the presence of the witnesses signed hereunder.

3. The balance sale consideration amount of Schedule D and E Property shall be payable by the purchaser to the Vendor from time to time as per payment schedule mentioned herein under as per Schedule 'H', herein under, but before registration of the Sale Deed in respect of Schedule D and E Property and should there be any variation in measurement of the Schedule 'D and E' Property the sale price shall be varied accordingly and further this Agreement cannot be cancelled for the said reason
4. The VENDOR shall execute and register a Deed of Sale/conveyance in favor of the PURCHASER in respect of Schedule 'D and E' Property and the VENDOR hereby undertake to do, execute and perform all acts, deeds and things that may be necessary and at the cost of the PURCHASER for effectively conveying the title of the Schedule 'D and E' Property to the PURCHASER, after compliance of all the terms of this Agreement and Construction Agreement and also after payment of all sums mentioned herein and in the said Construction Agreement and PURCHASER agrees not to claim conveyance of the Schedule 'D and E' Property until compliance of all terms and conditions of this Agreement to Sell and the

Construction Agreement and both the Agreements shall be consolidated and read as part and parcel of the same transaction.

5. All payments to be made by Cheque or Demand Draft payable in favour of the VENDOR. In case of Cheque or Demand Draft payable outside Bangalore, collection charges will be debited to the Purchaser/s' account and credit for the payment made will be given on actual credit of the amount from the bank. The due dates for the payments of the aforementioned installments shall be intimated to the Second party by e-mail or by post to the address furnished by the Second party and the Purchaser shall make payment within 7 days from the date of receipt of intimation and a maximum of grace period of 3 days from due date.
6. The VENDOR shall obtain such sanctions, clearance, if any, as are required for the sale of the Schedule 'D' property. All the parties shall co-operate with each other for registration of the sale deed in pursuance of this agreement.
7. The OWNER/DEVELOPER shall construct for the PURCHASER on the Schedule 'C' Property the Schedule 'E' Apartment at a cost of to be paid by the PURCHASER to the OWNER/DEVELOPER. The PURCHASER shall not question the rates at which the OWNER/DEVELOPER construct other Still Apartments in “ **VKR PARADISE**” for other PURCHASER of apartment either in the same floor or in other floors of the building. In case of variation made in the area of Schedule 'E' Apartment, proportionate variation will be made in the cost of construction.
9. The sale shall be to enable the PURCHASER to construct an dwelling unit described in the Schedule 'E' herein under the aforesaid scheme and the PURCHASER shall not be entitled to seek partition or division or separate possession of Schedule 'D and E' property and in no way the PURCHASER shall object for construction of dwelling unit by other co-owner's of undivided shares in the Schedule 'C' property or hinder the progress of construction. The OWNER shall upon the PURCHASER paying entire sums due towards the cost of construction of the Apartment in Schedule 'C' herein agreed to be built for PURCHASER and all other dues payable by

the PURCHASER under this Agreement and all other taxes or levies or charges imposed by any Authority including GST tax that may be levied in this Agreement or otherwise, proportionate deposits, pro-rata charges, supervision fee, service charges, meter deposits, cable and transformer charges, RMU/ Metering cubicle charges and other departmental charges and expenses incurred for getting electricity connection from Karnataka Power Transmission Corporation Limited, either on multistoried building basis or DCW basis. Water and Sanitary Connections from Bangalore Water Supply & Sewerage Board, Telephone Connection from Bangalore Telephones and other departmental and incidental charges all costs, professional charges and fees of advocates, expenses for stamp duty and expenses in connection with formation and registration of common association including cost of providing maintenance deposits, etc., should be borne by the Purchaser and the purchaser should reimburse or pay to the OWNER/DEVELOPER by the PURCHASER within seven days of raising demand note by the OWNER/DEVELOPER S and after payment of all the sums stated in this Agreement and completion of construction at the cost of the PURCHASER, the PURCHASER is entitled to get possession of Schedule 'E' Apartment from the OWNER/DEVELOPER.

10. The PURCHASER shall not call in question the sale price that will be settled between the VENDOR in respect of Schedule D and E Property, by comparing the same with other co owners of the apartment.
11. The PURCHASER do hereby covenants with the VENDOR that the PURCHASER will own and enjoy the undivided share and interest hereunder agreed to be sold and conveyed in common with the other of the undivided share, right, title and interest in the land comprised in Schedule 'C' property.
12. Possession of the said Schedule 'D and E' shall be delivered by the OWNER/DEVELOPER to the PURCHASER by DECEMBER 2023 as far as possible. Though every effort will be made to obtain electrical, water and sanitary connections within the stipulated time, no responsibility will be accepted by the OWNER/DEVELOPER for delays in obtaining such

connections, clearances, certificates from the statutory authorities and PURCHASER shall not be entitled to claim any damage/losses, repayment of loan/s availed and interest thereon by the PURCHASER against the OWNER/DEVELOPER on the ground of such delay. The OWNER/DEVELOPER shall not be liable, if they are unable to complete the construction of the building “ **VKR PARADISE** ” and / or the said Schedule ‘E’ Apartment and deliver possession by the aforesaid date by reason of non-availability of Cement, Steel and other construction materials, civil commotion or by any Act of God or if the delay is as a result of any Rule, Notification of the Government, Municipal Authority, any court and / or any Rule, Notification of the Government, Municipal Authority, any court / or any other Public or Competent Authority prohibiting construction activities or for reasons beyond the control of OWNER/DEVELOPER and in any of the aforesaid events, the OWNER/DEVELOPER S shall be entitled to reasonable extension of time for delivery and possession of the completed premises and the money till then paid by the PURCHASER under this Agreement shall not be refunded. Possession of the Schedule ‘D and E’ Property shall be delivered to the PURCHASER by the OWNER/DEVELOPER after the same is ready for use and occupation provided all the amount due and payable by the PURCHASER under this Agreement and Agreement to sell are fully paid to the OWNER/DEVELOPER in-to. The PURCHASER shall take possession of the said Apartment in Schedule ‘E’ herein after paying in full all the dues including various deposits mentioned in this agreement and overdue interest if any, within seven days from the date of receipt of the notice in the writing to the PURCHASER/OWNERS intimating that the said Apartment is ready for use and occupation, the time being the essence of the contract in that behalf.

13. The VENDOR hereby declare that all the land revenue and other rates and outgoings payable in respect of the Schedule ‘D’ Property up to the date of registration of the final deed of sale or delivery of possession of the Residential Apartment in Schedule ‘C’ Property, whichever is earlier, shall be duly and fully payable by the VENDOR and hereby further covenant with the PURCHASER that, if any of the aforesaid taxes remain unpaid,

the VENDOR shall discharge the same from and out of their own funds. The PURCHASER shall be liable to pay the said taxes, etc., from the date of registration of the Sale Deed or from the date of delivery of constructed apartment or as agreed in the Construction Agreement.

14. The PURCHASER has scrutinized all title deeds relating to Schedule 'C' Property and after being satisfied about the title of the VENDOR in respect of the Schedule 'C' property, the PURCHASER has entered into this Agreement of sale. The VENDOR hereafter refrain themselves from providing any further documents in respect of title of the schedule C Property. The PURCHASER can further investigate the title of the VENDOR, at his/her/their own cost.

15. The VENDOR agree to execute in due course and register at the cost of the PURCHASER the Deed of conveyance/Sale in pursuance of this Agreement in favour of the PURCHASER or his/her nominees and after fulfillment of the terms of the Agreement with the PURCHASER and in case of violation of the said terms by the PURCHASER, this Agreement shall be deemed to have been cancelled/terminated and in which event the VENDOR shall repay the amount paid herein without interest and the VENDOR reserves his right to deduct a sum equivalent to 10% of the total agreed sale consideration, as damages, out of the advance amount paid by the PURCHASER i.e., on the date of termination of this agreement and thereafter VENDOR shall be free to sell the Schedule 'D and E' Property to others. The VENDOR has agreed to refund the balance amount to the PURCHASER within 60 days from the date of termination of the agreement.

16. If the PURCHASER fails to make the installment payments as agreed as Schedule 'H' as hereunder and also other dues, it shall be lawful for the OWNER to terminate this Agreement and forfeit a sum equivalent to 10% of the advance amount paid for the Schedule 'D and E' property and refund the balance sum, if any, without interest or if the amounts paid are less than 10% of the construction cost, then the OWNER shall be entitled to forfeit the amount/s paid, provided that, the OWNER shall not be entitled to forfeit the amount paid and recover the difference from the

PURCHASER unless and until they have given 7 days notice in writing calling upon the PURCHASER to pay the arrears and upon the PURCHASER paying all the arrears, the OWNER's right to terminate this Agreement shall lapse on that count for such default only and on such termination the PURCHASER shall have no claim against the OWNER or to the said Schedule 'E' Apartment or to the forfeited sums and the OWNER is at liberty to sell the Schedule D and E Property to any subsequent purchaser and the PURCHASER has no right or claim over the said sale.

16. In case of failure by the VENDOR to comply the terms of this agreement, the PURCHASER is entitled to receive back the entire advance amount from the VENDOR along with an interest at the rate of 12% PA on the amount paid till date of termination of the agreement, within 60 days from the date of termination of the agreement,

17. The PURCHASER agrees to own and enjoy Schedule 'D' Property agreed to be sold and the Schedule 'E' dwelling unit to be built in common with other Co-owners or of undivided shares and title in Schedule 'C' Property subject to such rights and restrictions as are conferred upon the PURCHASER as stated herein below in Schedule 'F' and 'G' herein and be liable to comply and adhere to the restrictions and obligations imposed on the PURCHASER. The VENDOR agree to require every person who is the owner or becoming to be the owner of the construction in Schedule 'C' Property to undertake and observe the restrictions imposed herein and shall be entitled to confer additional benefits and rights as desired by the VENDOR.

18. Commencing 7 days after notice is given by the OWNER/DEVELOPER to the PURCHASER that the Apartment is ready for use and occupation with Water, Sanitary and Electricity Supply, Generators and lifts in Operation, in the manner stated supra (time being essence of the contract in that behalf), the PURCHASER shall be liable to bear and pay all the taxes and charges including for electricity, water and other common services and the outgoing payable in respect of the said Apartment. The PURCHASER shall

from the date of receipt of the notice from the OWNER/DEVELOPER S to take possession of the Apartment pay to the OWNER/DEVELOPER proportionate advance/deposits which the OWNER/DEVELOPER S informs towards Municipal Taxes, Insurance Premium, Maintenance Deposit, Wages for the persons appointed by the OWNER/DEVELOPER to manage and look after the apartment (such as Estate Officer, Liftmen, Watchmen, Security Guards, Plumbers, Sweepers, etc.,) other outgoing and expenses and the said advance/deposits shall not carry any interest. The PURCHASER hereby authorizes the OWNER to use and appropriate such advance/deposits towards expenses necessary and incidental to the management and proper maintenance of the said building **"VKR PARADISE"**. The aforesaid advance/deposits are independent of the deposits referred to in various other clauses of the Agreement and are common between this Agreement and the Agreement to Sell entered into between the OWNER and the PURCHASER on this day and have been detailed in the said Agreement to Sell.

18. It is hereby agreed and confirmed that the Schedule 'C' Property on which the building 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, staircases, water lines, sewer lines, terrace, parking and 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). None of the apartment owners shall place any obstructions or store or keep any articles in the common areas.

19. Any delay or indulgence by the VENDOR in enforcing the terms of this Agreement or any forbearance or giving of time to the PURCHASER shall not be construed as a waiver on the part of the VENDOR of any breach or non-compliance of any of the terms and conditions of this Agreement by the PURCHASER nor shall the same in any manner prejudice the right of the VENDOR.

20. The PURCHASER without the prior written consent of VENDOR shall not have the right in any way to assign or transfer the interest under this Agreement at any time before completion of Apartment and the sale of the undivided interest in the Schedule 'D' Property. However, the VENDOR has agreed as a special case to give consent for assignment of Agreement to Sell and Agreement to Construct (Build) without any transfer fee being payable by the PURCHASER. The PURCHASER further agreed that even after the said sale, the PURCHASER will not let or assign the undivided interest in the Schedule 'D and E' Property and/or Apartments unless it is along with the sale or letting the Schedule 'E ' Apartment and for the purpose of enjoyment of such Apartment by buyers/lessees.

21. The PURCHASER further agrees to pay additional advance / deposits to the OWNER/DEVELOPER in case the OWNER/DEVELOPER finds that the advance / deposits paid are exhausted and / or not sufficient to meet the outgoing and expenses referred to above. Any surplus or balance deposit paid towards maintenance of common services will be paid by OWNER/DEVELOPER to the PURCHASER OR to the OWNERS' Association on its formation and its taking over the management of the complex.

22. The OWNER/DEVELOPER shall permit the PURCHASER to have access at all reasonable times to the works while under construction and to inspect the same. But, the PURCHASER shall not have the right to obstruct or interfere or hinder the progress in construction on any ground at any time.

23. The OWNER/DEVELOPER shall not be responsible for any defect in the building noticed after a period of Five years from the date of delivery or possession of Schedule 'E' Apartment is delivered, whichever is earlier.

24. It is agreed that any notice to be served on the PURCHASER as contemplated under this Agreement shall be deemed to have been duly served after being sent to the registered address furnished by the PURCHASER as given above.

25. The VENDOR and the PURCHASER shall have a right to seek specific performance of this agreement under the applicable provisions of the law for the time being in force, if, either party contravenes the agreed terms and conditions.
26. The PURCHASER shall not alter or subscribe to the alteration of the name of the apartment building.
27. The stamp duty, registration charges, legal expenses and all other miscellaneous and incidental expenses for registration of the said Deed of Sale including the Stamp Duty and fee that may be demanded Authorities shall be borne by the PURCHASER only. In the event of the Sale Deed being referred to the authorities for adjudication of stamp duty and/or valuation of the Schedule 'D and E' property, it is the responsibility of the PURCHASER to attend to the same at Purchaser's cost and secure release of the Deed of Sale and VENDOR have no liability in respect thereto.
28. The parties shall submit the Schedule 'E' Apartment to the provisions of Karnataka Apartment Ownership Act and other acts and rules for the time being in force. The OWNER's Association will have full right and interest in the Terrace of " **VKR PARADISE**" and the OWNER/DEVELOPER will not have any right over the Terrace.
28. The parties specifically agree that this Agreement is irrevocable at the option of the OWNER/DEVELOPER. In the event of any disputes between the parties hereto the same shall be settled through arbitration according to Arbitration and Conciliation Act of 1996 or as per such Act as in force. The venue of arbitration shall only be Bengaluru.
29. Any delay or indulgence by the OWNER/DEVELOPER in enforcing the terms of this Agreement or any forbearance or giving of time to the PURCHASER shall not be construed as a waiver on the part of the OWNER/DEVELOPER of any breach or non-compliance of any of the

terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of the OWNER/DEVELOPER.

30. The original of this Agreement shall be with the PURCHASER and the copy thereof with the VENDOR.
31. If the PURCHASER is availing the loan from the financial institution for purchasing the property and hence the VENDOR has agreed to produce the original documents for scrutiny before the bank authority, if required by the bank for sanction of loan.
32. It is hereby agreed that, in case of applicability, the Purchaser is entitled to deduct 1% out of total consideration to be paid to the VENDOR and shall pay the said deducted amount as TDS to the VENDOR income tax account, if any, which is paid on behalf of the VENDOR, as per the prevailing government rules.

SCHEDULE A PROPERTY

ALL THAT PART AND PARCEL the property bearing vacant immovable property bearing converted Sy. No. 82, converted vide conversion order ALN.(S.U) SR/118/2008-09 dt: 21/04/2009 issued by the Deputy Commissioner of Bangalore district, situated Uttarahalli Village, Uttarahalli Hobli, Bengaluru south Taluk, Bengaluru, presently comes under the administrative Jurisdiction of BBMP, Uttarahalli Ward No. 184, having BBMP khata No. 2080/Sy. No. 82 and measuring 00-0.07.21 guntas or 7851.69 sq.ft,

And BOUNDED ON:

EAST BY	:	40 feet Road.
WEST BY	:	Property belonging to Sri. K.S. Manjunath.
NORTH BY	:	Property belonging to Sri. Mahesh..
SOUTH BY	:	Property belonging to Smt. Shantamma.

SCHEDULE B PROPERTY

ALL THAT PART AND PARCEL the property bearing vacant immovable property bearing converted Sy. No. 82, converted vide conversion order ALN.(S.U) SR/118/2008-09 dt: 21/04/2009 issued by the Deputy Commissioner of Bangalore district, situated Uttarahalli Village, Uttarahalli Hobli, Bengaluru south Taluk, Bengaluru, presently comes under the administrative Jurisdiction of BBMP, Uttarahalli Ward No. 184, having BBMP khata No. 2080/1/Sy. No. 82 and measuring 00-01.79 guntas or 1949.31 sq.ft,

And BOUNDED ON:

EAST BY	:	Property belonging to Sri. R. Ramesh.
WEST BY	:	Remaining property of Sri. K.S. Manjunath.
NORTH BY	:	Property belonging to Sri. Mahesh..
SOUTH BY	:	Property belonging to Smt. Shantamma.

SCHEDULE C PROPERTY.

(COMPOSITE PROPERTY)

All that piece and parcel of the residentially converted property bearing Sy. No. 82, converted vide conversion order ALN.(S.U) SR/118/2008-09 dt: 21/04/2009 issued by the Deputy Commissioner of Bangalore district, situated Uttarahalli Village, Uttarahalli Hobli, Bengaluru south Taluk, Bengaluru, presently within the administrative jurisdiction of BBMP having BBMP amalgamated Khata No. 2080/Sy. No. 82, the amalgamated property is totally measuring 00-09 guntas or 9801 Sq. Ft, as per the sketch annexed hereto to this agreement.

And BOUNDED ON:

EAST BY	:	Road.
WEST BY	:	Remaining property of Sri. K.S. Manjunath.
NORTH BY	:	Property belonging to Sri. Mahesh.
SOUTH BY	:	Property belonging to Smt. Shantamma.

SCHEDULE 'D' PROPERTY

(Description of undivided share)

526 Square Feet of undivided share, right, title and interest / ownership in the Schedule 'C' Property.

SCHEDULE 'E' PROPERTY

(Description of apartment)

All that piece and parcel of the Residential apartment No GF 001, situated in the Ground Floor of the residential multistoried building known as 'VKR PARADISE " to be constructed on the Schedule C Property, measuring 1430 Square feet of Super Built-up area and 934 sq. ft of carpet area, Consisting of three Bedrooms, Hall, Kitchen etc, together with one covered Car Parking Space, Including proportionate share in common areas such as passage, lobbies, staircase, lifts etc., contained in the multistoried building to be constructed on the Schedule "C" Property .

SCHEDULE 'F'

RIGHTS OF THE PURCHASER

The PURCHASER shall have the following rights in respect of the Schedule 'A' Property and the building to be constructed thereon:

- 1) The right to construct and own an apartment more fully described in the Schedule ' E ' above for residential purposes subject to the terms of the construction agreement.
- 2) The right and liberty to the PURCHASER and all persons entitled, authorized or permitted by the PURCHASER (in common with all other persons entitled, permitted or authorized to a similar right) at all times, and for all purposes, to use the staircases, passages and common areas in the building for ingress and egress and use in common.
- 3) The right to subjacent, lateral, vertical and horizontal support for the Schedule 'E' Apartment from the other parts of the building.

- 4) The right to free and uninterrupted passage of water, gas, electricity, sewerage, etc., from and to the Schedule 'E' Apartment through the pipes, wires, sewer lines, drain and water courses, cables, pipes and wires which are or may at any time hereafter be, in under or passing through the building or any part thereof in the Schedule 'C' Property,
- 5) Right to lay cables or wires for Radio, Television, Telephone, Internet and such other installations in any part of the building, however, recognizing and reciprocating such rights of the other apartment owners.
- 6) Right of entry and passage for the PURCHASERS with/without workmen to other parts of the building at all reasonable times after notice to enter into and upon other parts of the building for the purpose of repairs or maintenance of the Schedule 'E' Apartment or for repairing, cleaning, maintaining or renewing the water tanks, sewer, drains and water courses, cables, pipes and wires, causing as little disturbance as possible to the other Apartment Owners and making good any damage caused.
- 7) To lay cables or wires through common walls or passage for telephone/internet installation, however, respecting the equal rights of the other thereof in the said building.

SCHEDULE " G "

OBLIGATIONS ON THE PURCHASERS

- 1) Not to raise any construction in addition to that mentioned in Schedule 'E'.
- 2) Not to use or permit the use of the construction referred to in Schedule 'C' above in any manner, which would diminish the value or the utility in the property described in the Schedule 'A' above or any construction made thereon.
- 3) Not to use the space in the land described in Schedule 'C' above left open after the construction referred to in Schedule 'C' above for parking any vehicles or to use the same in any manner, which might cause hindrances to or obstruct the movement of vehicles parked in the parking spaces.
- 4) Not to default in payment of any taxes or levies to be shared by the other apartment owners of the property described in the Schedule 'C' 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.

- 5) Not to decorate the exterior part of the property to be constructed otherwise than in the manner agreed to by at least two-third majority of the owners of the apartment building on the land described under Schedule 'C' above.
- 6) The OWNER/DEVELOPER shall have the first lien and charge on the Schedule 'E' Apartment agreed to be constructed by the OWNER/DEVELOPER under the terms and conditions of this Agreement and its possession until all the payments are made to OWNER/DEVELOPER by the PURCHASER.
- 7) Not to make any arrangements for maintenance of the building referred to in Schedule 'E' above and for ensuring common amenities herein for the benefit of all concerned other than that agreed to by two-third majority of all apartment owners.
- 8) The PURCHASER shall have no objection whatsoever to the Builder handing over the common areas and the facilities to a common organization or association as soon as it is formed and pending formation of the same, the builder shall retain the same and the PURCHASER has given specific consent to this undertaking.
- 9) The PURCHASER shall become a Member of the Owners Association on its formation and agrees to 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. The maintenance of the entire multi storied building shall be done by VENDOR/DEVELOPER until formation of Association and PURCHASER shall pay all common expenses and other expenses, taxes and outgoings in terms of this Sale Deed. Such Association shall be purely for the purpose of maintenance and management of the multi storied building though each individual owner of apartment will be owner thereof and of the undivided share in the land. The main purpose and object of such Association is to take over accounts/finance of the multi storied building and properly manage the affairs of the same, provide all facilities to the occupants of the building and collect from the apartment owners/occupants the proportionate share of maintenance cost and

outgoings. The VENDOR will not manage the affairs of the building upon the formation of Association.

- 10) The PURCHASER and other owners of apartments shall bear all expenses for the maintenance of the complex in common; such expenses include common electricity/water, security, cleaning, maintenance of pump sets, road lights, all common amenities, lifts, common sanitary and electrical lines, replacement of bulbs and tube lights in common areas, in corridors, lobbies and in the compound, urban land levies and insurance premium, cost of periodic external painting, repairs to structural, sanitary, electrical or mechanical systems, maintenance of the garden common facilities/amenities and the like, regardless of whether the PURCHASER makes use of such amenities/facilities /common area and any purchaser(s) / occupier failing to pay and meet such common expenses shall be liable to be deprived by the other co-owners of the right to enjoy all or any of common amenities / facilities. Such deprivation of rights shall be without prejudice to the obligation of the PURCHASER to make payment for all common, expenses.
 - (a) The maintenance charges shall be fixed and as per actual depending on the super built up area in due course.
 - (b) No purchaser(s) may deny any payment for maintenance or any part thereof on the grounds that his or her apartment unit was unoccupied for the whole or part of the period to which the maintenance amount was due. Likewise, where an apartment is unsold in a completed phase, the share of maintenance pertaining to that apartment shall be borne by the VENDOR/DEVELOPER till such time that the apartment is sold.
- 11) It is hereby clarified and agreed that the expenses relating to common areas and common facilities shall be borne by the actual user's viz. the apartment holders in the project " SRI VARA VIVANTA"
- 12) The PURCHASER shall use the apartment as a private residence and the car-parking space for parking a light vehicle.
- 13) The PURCHASER shall maintain the front elevation and the side and rear elevations of the apartment, in the same form as the Builders construct and shall not at any time alter the said elevation in any manner whatsoever

without the prior consent in writing from the VENDOR or the Association, as the case may be.

14) The PURCHASER shall from the date of handing over possession, maintain the said apartment at his/her/their own cost in a good and tenantable repair and condition and shall not do or suffer to be done anything in or to the said apartment and/or common passages, or the compound which may be against the rules and bye-laws of the Bruhat Bangalore Mahanagara Palike or any other authority.

15) It is a specific term and condition of this Sale Agreement and of the rights to be created in favor of the prospective in the said apartment that:

a) The name and/or apartment number of the PURCHASER shall be put, in standardized letters and coloring only at the location/board that may be designated by the Builder in the entrance lobby and at the entrance door of the particular apartment but at no other place in the building and the number shall not be altered.

b) No signboard, hoarding or any other logo or sign shall be put up by the PURCHASERS on the exterior of the building or on the outer wall of the apartment.

c) The PURCHASERS shall not alter the color scheme of the exterior of the building or of the exterior lobby wall of the said apartment though the PURCHASER shall be entitled to select and carry out any decoration/painting of the interior of the said apartment.

d) The PURCHASER shall not do any things 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.

16) The PURCHASER shall, from time to time, do and execute all further acts, deeds, matters and things as may be reasonably required by the VENDOR/DEVELOPER for duly implementing the terms and intent of this Sale Agreement.

- 17) Since the PURCHASER are to own the aforesaid undivided interest in the land described in the Schedule 'D' hereunder, it is specifically agreed that the PURCHASER shall be entitled in common with the /Holders of the apartment, to use and enjoy the common areas and facilities listed hereunder: Porch, Entrance Lobby and Common Passages, Lifts/ Pumps / Generators of the Block; Open Common Terrace over the top floor of the apartment.
- 18) The PURCHASER hereby covenants that from the date of possession, the PURCHASER shall keep the said Apartment, the walls and partition walls, sewers, drains, pipes and appurtenances, thereto belonging in good tenantable repair and condition and shall abide by all the bye-laws, rules and regulations of the Government, BBMP, 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.
- 19) The PURCHASER are aware that the exclusive right of use of car parking space in the Stilt Floor 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 the reserved car parking space forms part of the common area.
- 20) The PURCHASER 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 PURCHASER any title to the land earmarked as Car Parking Space.
- 21) The VENDOR have provided to the PURCHASER access from the driveways/internal roads to the Schedule 'E' Property and to the said building constructed thereon by the builder.
- 22) The cost of repairing and maintaining the internal/feeder/access roads and drive-ways will be borne and paid proportionately by the PURCHASER of apartments in the residential buildings comprised in.
- 23) The PURCHASER shall not at any time cause any annoyance, inconvenience or disturbance or injury to the occupiers of other apartments/garden area/terrace area and parking spaces, etc., in the building and PURCHASER shall not Close the lobbies, stairways, passages and parking spaces and other common areas.

- a) Make any alterations in the elevation on both faces of external doors and windows of the apartment/parking space to be acquired by PURCHASERS, which in the opinion of the VENDOR/ DEVELOPER or the Owners' Association differ from the color scheme of the building.
- b) Make any structural alterations inside the apartment including any fresh openings.
- c) Default in payment of any taxes or levies to be shared by the other owners of the Schedule 'C' Property or common expenses for maintenance of the building. Create nuisance or annoyance or damages to other occupants and owners by allowing pounding, running machinery and causing similar disturbances and noises.
- d) Install machinery. Store/keep explosives, inflammable/prohibited articles which are hazardous, dangerous or combustible in nature.
- e) Use the common corridors, staircases, lift lobbies and other common areas either for storage or for use by servants at any time.
- f) Bring inside or park in the Schedule 'C' Property any lorry or any heavy vehicles.
- g) Use the apartment or portion thereof for purpose other than for residential purposes and not to use for any illegal or immoral purposes.
- h) Drape clothes in the balconies and other places of building;
- i) Enter or trespass into the Parking Area, Terrace Areas not earmarked for general common use.
- j) Throw any rubbish or used articles in Schedule 'A' property other than in the dustbin provided in the property.
- k) Undertake any interior decoration work or additions, alterations inside the apartment involving structural changes without prior consent in writing of the builder.
- l) Trespass into other apartments in .
- m) Create any nuisance or disturbance or misbehave in the matter of enjoying the common facilities provided to all the apartments Owners

in VKR INFRA. Put up any construction in Garden Areas/Terrace/Parking or alter the use thereof. Park any vehicles in any part of Schedule 'C' Property except in the parking area specifically acquired.

- 24) The PURCHASER shall have no right at any time whatsoever to obstruct or hinder the progress of the construction of the multistoried buildings or any part thereof in the Schedule 'C' Property.
- 25) The PURCHASER shall maintain at PURCHASER own cost the said apartment and parking space 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 of the terms and conditions in this Agreement from the date of execution and registration of the sale deed.
- 26) The PURCHASER shall use all sewers, drains and water lines now in or upon or hereafter to be 'erected and installed in the Apartment Building 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, bye-laws and terms of the association to be formed by / or among the Apartment owners in the building.
- 27) The PURCHASER shall permit the VENDOR and/or by the Owners Association, their agents with/or without workmen at all reasonable times to enter into and upon the apartment/parking /space /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 said 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 of the supply of water and electricity, etc., to the apartment/parking/ Space/terrace or other common areas of the building or to the Occupiers of such apartment/parking/space/garden as the case may be who have defaulted in paying the share of the water, electricity and other charges. The VENDOR/DEVELOPERS are liable or answerable for payment of common

expenses, etc., stated in this agreement any time for unsold areas/apartments.

The PURCHASER shall not use the apartment/parking/ space/terrace area or permit the same to be used for any purpose other than specified which in the opinion of the VENDOR and/or association on its formation cause, nuisance or annoyance to occupiers of the other Apartment/Parking Space/Terrace areas in the said building. The PURCHASER shall use his / her / their parking space for parking light motor vehicles and shall not construct any barrier enclosing the allotted parking area.

SPECIFICATIONS OF CONSTRUCTIONS:-

Structure	RCC framed structure to withstand wind and seismic loads as per BIS.
Super Structure	Solid cement block masonry, plastering with smooth finish in cement mortar.
Doors	Main Door: Teak wood frame with teak laminate shutters, Internal Doors: Sal wood frames with best quality flush doors.
Windows	3 track aluminums sliding windows.
Flooring	2' x 2' vitrified tiles in hall, dining and in all the rooms and ceramic tiles in toilets, wash area and balconies.
Tiles cladding	Dadoing in kitchen: Glazed ceramic tiles dado up to 2' height above the kitchen L type 30mm granite platform. Bathrooms: Glazed ceramic tiles of good quality dado up to door level. Utilities and wash: Glazed ceramic tile dado upto 3' height. Staircase & common area: sadarahalli Granite in flooring with 4" skirting, and also in stairs.
Painting	External: Weather proof ACE paint of Asian/ICI or equivalent make.

	Internal: Smooth wall putty finish with acrylic emulsion paint of Asian/ICI or equivalent make over a coat of primer.
Kitchen	30 mm L type Granite platform with stainless steel sink with adequate power points and provision for cabinets, exhaust fan, aqua guard and chimney.
Utilities/wash	Provision for washing machine and wet area for washing utensils, etc.,
Toilets	All toilets consist of basic model of washbasin with EWC floor mounted with flush tank of reputed make, Hot and cold wall mixer with shower All ISI approved. Provisions for Geysers in all the toilets, all C.P. fittings of standard make.
Electrical	Providing Concealed copper wiring of good make, Power outlets for air conditioners, geysers, chimney, refrigerator, microwave, mixer etc., Miniature circuit breakers (MCB) for each distribution board of reputed make. Providing A C point in master bed room.
Telecom/broadband	Provision for telephone and broad band and cable TV in living and master bedroom. Intercom or appropriate security features will be provided.
Generator	Providing 1 KVA/ flat as standby power supply to all the flats and common areas.
Lifts	1 lift of reputed make with power backup.

IN WITNESS WHEREOF the parties here into have set their hands and affix their respective signatures to this AGREEMENT TO SELL on the day, month and year first above mentioned.

WITNESSES:

1.

(M. MANOHAR)

VENDOR*PURCHASER.***SCHEDULE 'H'****PAYMENT SCHEDULE**

Sl.	DESCRIPTION	DETAILS OF PAYMENT
1.	On Executing the agreement to sell after deduction of booking amount within 20 days.	20%
2.	Balance payment	Installments
	On Completion of stilt floor slab	8%
	On Completion of Ground Floor slab	8%
	On completion of First floor slab	8%
	On completion of Second floor slab	8%
	On completion of third floor slab	8%
	Completion of Masonry in Flat.	8%
	On completion of plastering work	8%
	on completion of flooring work	8%
	on completion of plumbing and painting work	8%
	At the time of execution and Registration of sale deed	8%
3.	BWSSB AND BESCOM	Rs. 150=00 per sq.ft.
4.	Cost of legal expenses and documentation for Registration of sale deed.	Rs. 20,000=00
5.	Stamp duty and registration fee	To be payable at the time of registration of the sale deed as per actuals.

6	GST	As per Actual
8.	Charges for Stilt Car Parking Area	Rs. 2,00,000/- .
7.	One year advance Maintenance fee.	Rs.24=00 per sq. ft, to be payable prior to registration of the sale deed

IN WITNESS WHEREOF, the parties hereto have signed this Agreement for construction on the day, month and year first above written.

WITNESSES:

1.

1.

2.

2.

OWNER/DEVELOPER

PURCHASER