

AGREEMENT TO SELL

BETWEEN

VALMARK PROJECTS (INDIA) PRIVATE LIMITED

AND

M/s. S S DEVELOPERS

DATED●, 2018

Privileged & Confidential

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AGREEMENT TO SELL

This Agreement to sell is executed on _____, 2018__ at Bengaluru.

BY AND BETWEEN :

M/s VALMARK PROJECTS (INDIA) PRIVATE LIMITED

A private limited company incorporated under the Companies Act, 1956 CIN: U70102KA2006PTC038609 and having its registered office at 10th Floor, The Residency, No.133/1, Residency Road, Bengaluru-560025 and represented by its Manager-Land Acquisition and authorized signatory Mr. Narayanswamy;

(Aadhar no. _____)

(PAN _____),

(hereinafter referred to as the “**Vendor**” or “**Landowner**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, / partners from time to time / executors, administrators and respective legal heirs and assigns). The Vendor is represented by the Developer who, has been authorised under the Power of Attorney dated 22.02.2018 (registered as Document No. 856/2017-18, Book-IV, stored in CD No. 662, in the office of Sub-Registrar Devanahalli);

AND :

M/s. S S DEVELOPERS

A partnership firm having its principal place of business situated at 4th Floor, Salarpuria Windsor, #3, Ulsoor Road, Bangalore – 560042, represented by its Managing Partner Salarpuria Properties Private Limited, a private limited company incorporated under the Companies Act, 1956 vide CIN: U51399WB1983PTC035768 and having its registered office 7 Chittaranjan Avenue, Kolkata, West Bengal - 700072 and corporate office at 4th Floor, Salarpuria Windsor, #3, Ulsoor Road, Bangalore – 560 042, represented by its Director, Mr. Bijay Kumar Agarwal;

(Aadhar no. _____)

(PAN _____),

(hereinafter referred to as the “**Developer/ Promoter**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, / partners from time to time / executors, administrators and respective legal heirs and assign).

(The Vendor and the Developer collectively referred to as the “First Party” and individually Vendor and Developer as the case may be)

AND :

[If the Purchaser is a company]

_____ (CIN no. _____), a company incorporated under the provisions of the Companies Act, [2013/1956], having its registered office at _____ and its corporate office at _____ (PAN - _____), represented by its authorized signatory _____ (Aadhar no. _____) authorized *vide* board resolution dated _____ hereinafter referred to as the “**Purchaser**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees);

[OR]

[If the Purchaser is a Partnership firm]

_____, a partnership firm registered under the Indian Partnership Act, 1932 (Central Act 9 of 1932), having its principal place of business at _____, (PAN _____), represented by its authorized Partner _____, (Aadhar no. _____) authorized *vide* _____, hereinafter referred to as the “**Purchaser**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Purchaser is an Individual]

Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the “**Purchaser**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

[If the Purchaser is a HUF]

Mr. _____, (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the “**Purchaser**” (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

WHEREAS:

A. The Vendor is the absolute owner of all that piece and parcel of undeveloped non-agricultural converted land bearing Survey Nos. 33 measuring 1 Acre 12 Guntas, Survey No. 35 measuring 2 Acre 16 Guntas, Survey No. 37/17 measuring 2 Acres 22 Guntas, Survey No. 38 measuring 3 Acre 22 Guntas all situated at Akkalenahalli – Mallenahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District measuring in all about 09 Acres 32 Guntas (“**Item No.1**”) having purchased the same under the following Sale Deeds:

a. Sale Deed dated _____ (registered as Document No. _____) from _____ son/daughter/wife of _____;

b. Sale Deed dated _____ (registered as Document No. _____) from _____ son/daughter/wife of _____;

c. Sale Deed dated _____ (registered as Document No. _____) from _____ son/daughter/wife of _____;

d. Sale Deed dated _____ (registered as Document No. _____) from _____ son/daughter/wife of _____;

B. The Developer is the absolute owner of all that piece and parcel of undeveloped non-agricultural converted land bearing Survey Nos. 33 measuring 6 Acres, Survey No. 34/1 measuring 1 Acre 32 Guntas, Survey No. 34/2 measuring 1 Acre 12 Guntas, Survey No. 37/12 measuring 1 Acre 30 Guntas, Survey No. 37/14 measuring 1 Acre 32 Guntas, Survey No. 37/15 measuring 3 Acre 06 Guntas, Survey No. 37/17 3 Acres 12 Guntas, Survey No. 37/18 measuring 5 Acres 17 Guntas all situated at Akkalenahalli – Mallenahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District, measuring in all about 23 Acres 21 Guntas (“**Item No. 2**”) having purchased the same under the following Sale Deeds:

a. Sale Deed dated _____ (registered as Document No. _____) from _____ son/daughter/wife of _____;

- b. Sale Deed dated _____ (registered as Document No. _____) from _____ son/daughter/wife of _____;
- c. Sale Deed dated _____ (registered as Document No. _____) from _____ son/daughter/wife of _____;
- d. Sale Deed dated _____ (registered as Document No. _____) from _____ son/daughter/wife of _____;
- e. Sale Deed dated _____ (registered as Document No. _____) from _____ son/daughter/wife of _____;
- f. Sale Deed dated _____ (registered as Document No. _____) from _____ son/daughter/wife of _____;

- C. Item No.1 and Item No.2 shall be together referred to as "**Larger Property**" ;
- D. The Vendor and the Developer have entered into a Joint Development Agreement dated 22.02.2018, (registered as Document no. 10510/2017-18, Book-I, stored in CD No. 662, in the office of the Sub Registrar Devanahalli) "**JDA**" and whereas the Vendor, in consideration of the terms of the said JDA, has also executed a Power of Attorney dated 22.02.2018 (registered as Document No. 856/2017-18, Book-IV, stored in CD No. 662 in the office of Sub Registrar Devanahalli) "**POA**" and accordingly the First Party mutually agreed to share the revenue generated out of the sale of the undeveloped Plots in the Layout to be developed in the Schedule 'A' Property, as per which the Developer would be entitled to 83.20 % of revenue and the Vendor would be entitled to 16.80 %;
- E. The Vendor and Developer being interested to develop the Larger Property, into a residential layout consisting of undeveloped plots of various dimension, shapes and sizes made an application to Bangalore International Airport Authority (**BIAAPA**) for sanction of plan, pursuant to the First Party relinquishing an area of 6697.18 square metres towards public usage under a Relinquishment Deed dated 12.01.2018 (registered as Document No. 8600/2017-18, Book-I, stored in CD No. 657, in the office of Sub-Registrar Devanahalli) and an area measuring 13325.89 square metres towards open area and an area measuring 58,037.97 square metres towards road under a

Relinquishment Deed dated 12.01.2018 (registered as Document No. 8612/2017-18, Book-I, stored in CD No. 657, in the office of Sub-Registrar Devanahalli) BIAAPA approved the residential layout plan vide No. BIAAPA/TP/ALAP/19/206-17 dated 22.01.2018 for development of the remaining area in Larger Property, which is morefully described in Schedule 'A' and hereinafter referred to as "**Schedule 'A' Property**";

- F. The First Party have formulated a scheme under which Persons interested to own a undeveloped plot in Schedule 'A' Property has to enter into an Agreement to Sell (*Scheme as defined below*);
- G. The Developer pursuant to the receipt of the Layout Plan have commenced the development thereof consisting of several undeveloped plots of different shapes and sizes and dimensions etc with Project Infrastructure as set out in Annex __ hereto;
- H. The First Party has registered the Project (*as defined below*) under the provisions of the Act with the Real Estate Regulatory Authority of Karnataka and the Regulatory Authority has registered and granted Registration No. _____ to the said Project;
- I. The Purchaser herein has understood the Scheme of development of the Schedule 'B' Property and after being satisfied with the title of Vendor to Item No. 1 and that of the Developer to Item No.2 has agreed to join the Scheme and to purchase a undeveloped Plot in the Layout being developed in the Schedule 'A' Property known as "_____";
- J. The First Party is fully competent to enter into this Agreement and all legal formalities with respect to the right, title and interest of the Vendor with regard to Item No.1 and the Developer with regard to Item No.2 on which the Project is to be developed have been completed;
- K. The First Party have made disclosures to the Purchaser in this Agreement under Clause __;
- L. The Purchaser has gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- M. The Purchaser being desirous of acquiring a undeveloped plot in the Layout, made an application for allotment of the undeveloped Plot No. _____ measuring _____ square feet and morefully described in Schedule 'B' below being the Schedule 'B' Property (*as defined below*), in the Project vide Application No. __ dated _____ and deposited a sum of Rs. _____ with the First Party being Booking Amount (*as defined below*);

- N. The Purchaser hereby confirms that they are signing this Agreement after taking legal advice and with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- O. The First Party have represented to the Purchaser that all Plot Owners would be entitled to use the Common Areas and the Common Amenities and Facilities of the Layout and which are to be enjoyed in common by the Plot Owners;
- P. The First Party have informed the Purchaser and the Purchaser is aware and has agreed that on completion of Common Areas and the Common Amenities and Facilities of the Layout, the same shall be handed over to the Association of Owners of the Layout and the Purchaser would have to become member of such association and shall be required to be adhered to the bye-laws of the Association by the Purchaser and all other owners and the occupiers of the said Layout;
- Q. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the Applicable Laws applicable to the Project;
- R. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all Applicable Laws, are now entering into this Agreement on the terms and conditions appearing hereinafter; and
- S. In accordance with the terms and conditions set out in this Agreement as mutually agreed upon by and between Parties, the First Party hereby agree to sell and the Purchaser hereby agrees to purchase the Schedule 'B' Property on the terms and conditions contained herein.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

Unless the context otherwise requires, the following capitalized terms shall have the meaning set forth below.

- (a) **“Act”** means the Real Estate (Regulation and Development) Act, 2016 (Central Act of 2016) and includes the Karnataka Real Estate (Regulation and Development) Act, 2017 Rules ; where the context so requires and would include all the amendments thereto from time to time;

- (b) **“Agreement” or “Agreement for Sale”** shall mean this agreement to sell executed between the First Party and the Purchaser for purchase of the Schedule ‘B’ Property in the Project, including the schedules and annexes hereto, as may be amended from time to time;
- (c) **“Applicable Law”** means all laws, statutes, regulations, codes, bye-laws, ordinances, treaties, judgments, decrees, directives, rules, guidelines, orders, policies and other requirements of any Governmental Authority having jurisdiction over the Schedule ‘A’ Property which are in effect or as may be amended, modified, enacted or revoked from time to time hereafter and includes the Act wherever the context so requires;
- (d) **“Association or Association of Owners or Owners Association”** shall mean the association formed for the maintenance of the Project;
- (e) **“Association Agreement”** shall mean the Maintenance Agreement between the Association and the service provider for maintenance of Layout, the Common Areas and the Common Amenities and Facilities of the Layout;
- (f) **“Balance Sale Consideration”** shall mean any part of the Sale Consideration (*defined below*) which has not been paid and is required to be paid under this Agreement in terms set out in the payment plan in terms of Annex _ that have been agreed, each of which individually also being Balance Sale Consideration and collectively also referred to as Balance Sale Consideration.
- (g) **“Booking Amount”** shall mean the amounts paid by the Purchaser under the application for allotment of the Schedule “B” Property in terms of the provisions of Act.
- (h) **“Completion of Project” or “Completion Certificate”** shall mean completion of the Infrastructure of the Project as per the Layout Approval and the issuance of the Completion Certificate or release of the remaining plots in terms of the Layout Approval along with certificate from project architect.
- (i) **“Completion Period”** shall mean the _____20XX or such extended time as provided in clause _____ below , before which the Developer would have secured the Completion of the Project;
- (j) **“Common Areas of the Layout”** shall mean the Common Areas of the Layout and those that are provided in the Annexure __ hereto. The Common Areas of the Layout would also be subject to such reasonable, non-discriminatory rules and regulations as are prescribed by the Developer or Owners Association.
- (k) **“Common Amenities & Facilities of the Layout”** shall mean the Common Amenities and Facilities of the Layout and those that are provided in the Annexure __ hereto. The Common Amenities and Facilities of the Layout would also be subject to such reasonable non-

discriminatory rules and regulations as are prescribed by the Developer or Owners Association.

- (l) **"Club or Club House"** shall have the meaning ascribed in Clause 15 below.
- (m) **"Disclosures"** shall mean the disclosures made by First Party to the Purchaser, pertaining to the Project and the development of the Schedule 'A' Property as detailed in clause 10 below and consented to by the Purchaser by giving the no objection;
- (n) **"First Party Warranties"** shall mean the representations, assurances and warranties given to the Purchaser in terms of clause 9.1 below;
- (a) **"Force Majeure"** shall mean the occurrence of one or more of the following events such as war, flood, drought, fire, cyclone, earthquake, or any other calamity caused by nature;
- (b) **"Governmental Authority" or "Authority"** shall mean any union, state, local or other governmental, administrative, regulatory, judicial or quasi-judicial authority or self-regulating authority or agency, commission, board, tribunal, court, Bangalore Electric Supply Company (BESCOM), Bangalore International Airport Area Planning Authority (BIAAPA), Bangalore Water Supply and Sewerage Board (BWSSB), Bangalore Development Authority (BDA), Bruhat Bengaluru Mahanagara Palike (BBMP), Real Estate Regulatory Authority, Real Estate Appellate Tribunal and shall include any other Competent Authority under the Act and having jurisdiction over the Layout;
- (c) **"Interest"** means the rate of interest payable by the Developer or the Purchaser, as the case may be in terms of this Agreement which is to be calculated at the rate of 2% over and above the highest State Bank of India Marginal Cost Lending Rate (MCLR).
- (d) **"Other Costs Charges and Expenses"** shall mean all the amounts set out in Annexure ___ hereto, which amounts the Purchaser is required to pay in addition to the Sale Consideration and Statutory Payments.
- (e) **"Payment Plan"** shall mean the payments of instalments payable by Purchaser Annexure ___ hereto, each of which individually also being Payment Plan and collectively also referred to as Payment Plan;
- (f) **"Party"** unless repugnant to the context, shall mean a signatory to this Agreement and **"Parties"** unless repugnant to the context, shall mean a collective reference to all the signatories to this Agreement;
- (g) **"Person"** shall mean any natural person, limited or unlimited liability company, corporation, general partnership, limited liability partnership, proprietorship, trust, union, association, court, tribunal, agency,

government, ministry, department, commission, self-regulatory organisation, arbitrator, board, or other entity, enterprise, authority, or business organisation and shall include any other person as defined under the Act;

- (h) **“Plan” or “Layout Plan”** shall have the meaning as ascribed in the recital E which has been furnished to the Purchaser;
- (i) **“Plot Owners”** shall mean any owner or owners of a undeveloped plot in the Project;
- (j) **“Project” or “Layout”** shall have the meaning ascribed to the development of the Item No. 1 and 2 of the Schedule ‘A’ Property into a Layout known as “_____”, comprising of undeveloped plots/sites of different dimensions and shapes , with provision of the Common Areas of the Layout , the Common Amenities and Facilities of the Layout and the provision of the Project Infrastructure .
- (k) **“Project Account”** shall mean the account opened in ____ Bank, standing in the name of the Developer .
- (l) **“Project Infrastructure”** shall mean the infrastructure to be provided by the First Party in the Layout in terms of the Layout Plan and those set out in Annexure ____ hereto.
- (m) **“Purchaser Covenants”** shall mean covenants given by the Purchaser in terms of Clause 12 hereof;
- (kk) **“Purchaser’s Warranties”** shall mean the warranties, assurances and representations given by the Purchaser in terms of Clause 9.2 hereof;
- (n) **“Rights and Obligations”** shall mean the rights and obligations set out in Schedule C and D hereto in the use and enjoyment of the Schedule ‘B’ Property , the Common Areas and the Common Amenities of the Layout as the case may be;
- (o) **“Sale Consideration”** shall have the meaning ascribed to the term in Clause 3;
- (p) **“Sale Date”** shall mean the date of execution and registration of the Sale Deed by the First Party in favour of the Purchaser;
- (q) **“Sale Deed”** shall mean the deed of sale to be executed by the First Party, for legally conveying the absolute right, title and interest in the Schedule ‘B’ Property in favour of the Purchaser on the terms and conditions contained therein;
- (r) **“Schedule ‘A’ Property”** shall collectively mean Item No.1 and Item No.2 , the meaning ascribed to the term in Recital ____ and more fully described in the Schedule A hereto;

- (s) **“Schedule “B” Property”** shall mean the undeveloped Plot No. _____ admeasuring _____ square feet (____square meters) in the Project, carved out of the Schedule ‘A’ hereto belonging to Vendor/Developer;
- (t) **“Specifications”** shall mean the specifications of the Project Infrastructure , provided in Annexure _ hereto in terms of quality;
- (u) **“Statutory Payments”** shall mean other statutory charges or new pronouncements by law, amendments to the current taxes, cess, surcharge introduction of new statutory levies in the name of Goods and Service Tax etc., which may be imposed by the Authorities – State and Central Government from time to time will be payable by the Purchaser in addition to the Sale Consideration, Other Cost Charges and Expenses, under this Agreement;

1.2 Interpretation

Unless the context otherwise requires in this Agreement,

- (a) In this Agreement, any reference to any statute or statutory provision shall include all the current statues either state or central, their amendment, modification, re-enactment or consolidation:
- (b) any reference to the singular shall include the plural and vice-versa;
- (c) any references to the masculine, the feminine and the neutral gender shall also include the other;
- (d) the recital, annexures and schedules annexed herein forms part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any recitals, annexures and schedules to it.
- (e) Harmonious Interpretation and Ambiguities within the Agreement:

In case of ambiguities or discrepancies within the Agreement, the following shall apply:

- (a) Between two Articles of this Agreement, the provisions of the specific Article relevant to the issue under consideration shall prevail over general provisions in the other Articles.
- (b) Between the provisions of this Agreement and the Appendices, the Agreement shall prevail, save and except as expressly provided in the Agreement or the Appendices.

- (c) Between any value written in numerical or percentage and in words, the words shall prevail.
- (d) reference to this Agreement or any other deed, agreement or other instrument or document shall be construed as a reference to this Agreement or such deed, other agreement, or other instrument or document as the same may from time to time be amended, varied supplemented or novated;
- (e) each of the representations and warranties provided in this Agreement are independent of other unless the contrary is expressly stated,
- (f) no clause in this Agreement limits the extent or application of another clause ;
- (g) headings to clauses, parts and paragraphs of this Agreement, Annexures and Schedules are for convenience only and do not affect the interpretation of this Agreement;
- (h) the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- (i) this Agreement is a joint draft of the Parties and any rule of statutory interpretation interpreting agreements against a party primarily responsible for drafting the agreement shall not be applicable to this Agreement.

2 AGREEMENT TO PURCHASE UNDEVELOPED PLOT IN THE PROJECT:

- 2.1 That in pursuance of the foregoing and in consideration of the Purchaser paying (a) the Sale Consideration, (b) the Other Cost Charges and Expenses, (c) all the Statutory Payments and complying with the Purchaser Covenants and the obligations herein, the First Party , have agreed to sell to the Purchaser and the Purchaser agrees to purchase undeveloped Plot No. ____ in the Project measuring in all ____ square meter, i.e. _____ square feet, which undeveloped plot is more fully set out in the Schedule "B" hereto and hereinafter referred to as the "Schedule "B" Property" with the right to use the Common Amenities and Facilities of the Layout and the Common Area of the Layout .

3 SALE CONSIDERATION

- 3.1 The Sale Consideration to be paid by the Purchaser to the First Party/Vendor/Developer towards the sale of Schedule 'B' Property shall be Rs. _____ /- (Rupees _____ Only) which is inclusive of

the applicable Statutory Payments (i.e Rs _____); .

4 PAYMENT OF BOOKING AMOUNT AND BALANCE SALE CONSIDERATION, STATUTORY PAYMENTS AND OTHER COSTS , CHARGES AND EXPENSES :

- 4.1 The Purchaser has paid a sum of Rs. _____ /- (Rupees _____ only) being the Booking Amount, for the Schedule 'B' Property on the execution of this Agreement to the Vendor/ Developer.
- 4.2 The Purchaser has assured the First Party that the Purchaser shall pay the Balance Sale Consideration, the Statutory Payments and the Other Costs Charges and Expenses without any delay or default in terms of the instalment set out in the Payment Plan in Annexure _____. The Purchaser is fully aware and has agreed that the time of payment of the amounts in terms of Payment Plan and each instalments is the essence of the contract in view of the Scheme. The Purchaser has assured the First Party that the Balance of the Sale Consideration, Other Costs, Charges and Expenses and the Statutory Payments shall be paid by the Purchaser within 15 (fifteen) days of the First Party having raised a demand for payment of such instalment.
- 4.3 In case there is any change / modification in the Statutory Payments, the subsequent Statutory Payments shall be increased/reduced based on such change / modification.
- 4.4 The First Party has further informed the Purchaser and the Purchaser is fully aware that the default in payments of the instalment set out in of Annexure _____ would affect the entire Project.
- 4.5 All payments shall be made by cheque or demand draft or wire transfer and payable by the Purchaser in the name and to the Project Bank Account being _____ standing in the _____ Bank as directed by the Developer. In cases of out station cheque or demand draft or wire transfer, the collection charges, if any will be debited to the Purchaser/s account and credit for the payment made will be given on net credit of the amount. In case of the first time of a cheque being dishonoured, a sum of Rs. _____/- (Rupees _____ Only) would be debited to the Purchaser's account. In the event of a cheque being dishonoured for the second time, a sum of Rs _____/- (Rupees _____ Only) would be debited to the Purchaser's account. Any default in payment shall be without prejudice to the right of the Developer to terminate this Agreement as breach on the part of the Purchaser at any of the stages and that receipt of the payment after dishonour shall not be a waiver of the Developer's right to terminate this Agreement as breach on the part of the Purchaser for any subsequent breaches.
- 4.6 The amounts deposited in the Project Bank Account shall be to the extent permitted under the Act, would be withdrawn by the Developer from time to time and where ever required upon the certification in terms of the Act.
- 4.7 Tax Deduction at Source ("TDS") of 1% of Sale Consideration shall be paid by the Purchaser as per the provision of section 194 IA of the Income Tax Act,

1961. The Purchaser shall issue a certificate of deduction of tax in Form 16B to the Developer on or before ____ of the subsequent month of deduction.

- 4.8 The Sale Consideration shall be escalation-free, however the Purchaser hereby agrees to pay, any increase as would be permitted under the Act.

5 DELAY AND DEFAULT IN PAYMENT OF INSTALMENTS UNDER THE PAYMENT PLAN AND BREACH BY THE PURCHASER

- 5.1 In the event the Purchaser fails to make payment of the instalments due, as per the Payment Plan, despite having issued two notices in that regard, the Purchaser shall become liable to pay Interest to the Developer on the unpaid amount from the date it is due till payment.
- 5.2 If the Purchaser fails to make payment of the instalments due and the outstanding Interest, within the notice period, despite having been notified in terms of Clause 5.1, Developer will be entitled to terminate this Agreement by issuing 30 days' notice. On such termination notice being issued, the Purchaser has agreed that the Developer will be entitled to forfeit in its favour the Booking Amount and deduct the Statutory Payments made by the Purchaser to the Developer till the date of termination and the Interest liability as liquidated damages and refund the balance of amounts received from the Purchaser within 60 days of such termination against the Purchaser executing a cancellation agreement and handing over the original of this Agreement.
- 5.3 On such termination the Developer shall be entitled to deal with the Schedule 'B' Property without any further documentations and the First Party shall be released and discharged from all its obligations and liabilities under this Agreement, notwithstanding the Purchaser not having executed the cancellation agreement in terms of Clause 5.2 above;
- 5.4 If the Purchaser has taken housing loan facility from any financial institution or the bank, then in that event based on the terms of such loan, the amounts that the Purchaser would be entitled to in terms of clause 5.3 above would be handed over to the financial institution or the bank, and against the receipt of such amount, the bank/financial institution shall forthwith issue "no dues certificate" in favour of the First Party and hand over the original of this Agreement that may be deposited by the Purchaser against the First Party paying the amounts to the bank or any financial institution.

6. SPECIFICATIONS OF THE PROJECT AND LAYOUT PLAN

- 6.1 The Developer shall develop the Project as per the Layout Plan and provide the Project Infrastructure. The Specifications of such Project Infrastructure shall be in terms of Annexure ____ hereto.

- 6.2 The Developer shall not make any additions and alterations in the Layout Plan, Specifications described therein in respect of the Project, in terms of the provisions of the Act .

7. DATE OF DELIVERY OF THE SCHEDULE B PROPERTY:

- 7.1 Subject to the Purchaser having complied with its obligations under this Agreement and there being no Force Majeure circumstances, the Developer shall secure the completion of the Project within the Completion Period. The Purchaser shall, within a period of 60 days of the First Party furnishing the Completion Certificate, come forward to pay all the amounts due and payable under the Payment Plan and take possession of the Schedule 'B' Property and complete the Sale Deed simultaneously with taking possession.
- 7.2 The Completion Period shall be extended by such time as the Developer may be permitted in terms of the Act;

8. RIGHT OF THE DEVELOPER TO DEVELOP THE LAYOUT , THE COMMON AMENITIES AND FACILITIES OF THE LAYOUT AND THE COMMON AREAS OF THE LAYOUT:

- 8.1 The Purchaser agrees that :
- 8.1.1 the Developer shall have unobstructed right without hindrance, to progress the development of the Project, Common Amenities & Facilities of Layout and Common Areas of Layout and all the related development activities of the Project.
- 8.1.2 the Developer will be entitled to free and uninterrupted access, at any point of time in any part of the Layout and the Common Areas of Layout and the Common Amenities and Facilities of the Layout for its development;
- 8.1.3 the Developer will be developing the Layout and completing the Common Amenities and Facilities of the Layout from time to time. The Purchaser has assured and agreed that Purchaser shall have no objection to the Developer completing the Project within the Completion Period even if the Purchaser has taken possession of the Schedule 'B' Property.
- 8.1.4 the Developer will have the easement rights of passage to lay water lines, sewerage lines, electrical lines below and under the ground of the Layout;
- 8.1.5 In the event the Developer having taken finance for development and completion of the Project against the security of the Item No. 1 or and Item No. 2 of Schedule "A" Property, at the time of execution of this Agreement, Schedule B Property shall be released from such mortgage and it shall not affect the rights and interest of the Purchaser to the Schedule B Property.

- 8.1.6 that the Developer and or any one claiming through them shall be entitled to the usage of the Common Amenities and Facilities of the Layout as applicable to the Project including roads, common parking spaces, right to draw water, sewerage, electricity lines, data, voice, etc., lines and cables as the case may be for the Layout and the development to be undertaken by the Developer.
- 8.1.7 The Purchaser is fully aware and has understood the Disclosures made by the First Party pertaining to the Project.

9. REPRESENTATIONS AND WARRANTIES

- 9.1 The First Party acknowledges that the Purchaser has entered into this Agreement and has agreed to purchase the Schedule 'B' Property, taking into consideration the Disclosures made by the First Party under Clause 10 below and based on the representations and warranties set out below (the "**First Party Warranties**"):

- 9.1.1 The Vendor is the absolute owner of the Item No.1 of Schedule A Property having the exclusive possession of the Schedule A Property and Developer is the absolute owner of the Item No.2 of Schedule A Property and no Person other than the Vendor and Developer respectively has any right (legal or beneficial), claim, interest or demand in any manner whatsoever to or in respect of the Item No.1 and Item No.2 or any part thereof;
- 9.1.2 The Schedule A Property is not a subject matter of any HUF and that no part thereof is owned by any minor or no minor has any right, title and claim over the of Schedule A Property;
- 9.1.3 The First Party have the power to enter into and perform this Agreement and upon execution, this Agreement, would constitute legal, valid and binding obligations on the Purchaser, the First Party;
- 9.1.4 To the knowledge of the Vendor, the Item No.1 and to the knowledge of the Developer, the Item No.2, is not subject to any pending litigation, third party claim, demand, attachment or a process issued by any court or Authority;
- 9.1.5 To the knowledge of the of the Vendor, the Item No.1 and to the knowledge of the Developer, the Item No.2, is not the subject matter of any notice for acquisition, or any other notice which may adversely affect the marketability of title of the Schedule A Property or the continued retention, use or enjoyment thereof, and there is no order of restrain by any court or order from any Authority prohibiting or restraining the alienation of the of Schedule A Property in the manner herein contemplated;
- 9.1.6 All approvals, licenses and permits issued by the Authorities with respect to the Project are valid and subsisting and have

been obtained by following due process of law. Further, the First Party have been and shall, at all times, remain to be in compliance with all Applicable Laws in relation to the Project;

- 9.1.7 The First Party have duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the Competent Authorities till the issuance of the Completion Certificate and two months thereafter or the execution of the Sale Deed, whichever is earlier. In the event the First Party fails to pay the government dues collected from the Purchaser or any liability towards the mortgage loan and interest thereon before the execution of the Sale Deed, the First Party agrees to be liable, even after the Sale Deed, to pay such outstanding government dues prior to the execution of the Sale Deed and or any mortgage loan and interest thereon or penal charges, if any. If the First Party have collected any of the government dues from the Purchaser for the period post the physical possession of the Schedule 'B' Property, the First Party shall be liable to pay the amounts collected even after the transfer of the Schedule 'B' Property;
- 9.1.8 No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification has been received by or served upon the Vendor/Developer in respect of the Schedule A Property or individually upon the Item No. 1 and Item No. 2.
- 9.1.9 The First Party hereby declares to the Purchaser that the Schedule A Property falls within the residential zone.
- 9.1.10 The First Party agrees to do and execute or cause to be executed all acts, deeds and things, as may be required by the Purchaser and at the cost of the Purchaser for more fully and perfectly assuring title of the Purchaser to the Schedule 'B' Property;'
- 9.1.11 The First Party have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;
- 9.1.12 The Developer shall obtain insurance related to the development of the Project Infrastructure and shall pay the insurance premiums until the Project is handed over to the Association.
- 9.1.13 The computation of the Sale Consideration of the Schedule B Property includes recovery of price of land, providing of the Common Areas of the Layout and Common Amenities and Facilities of the Layout, and the Project Infrastructure.

- 9.1.14 That the First Party will not convey or cause to be conveyed to any Person in the Project, without incorporating the covenants and stipulations as are agreed to and undertaken as between the First Party and the Purchaser as per this Agreement;
- 9.1.15 The First Party confirms that they are not restricted in any manner whatsoever from selling the Schedule 'B' Property to the Purchaser in the manner contemplated in this Agreement;
- 9.1.16 The First Party has not entered into any agreement for sale or any other agreement/arrangement with any person or party with respect to the Schedule 'B' Property which will in any manner affect the rights of the Purchaser under this Agreement.

9.2 Purchaser Warranties

The Purchaser acknowledges that the First Party have entered into this Agreement and have agreed to sell the Schedule 'B' Property, based on the representations and warranties set out below (the "**Purchaser Warranties**"):

- 9.2.1 The Purchaser has the power to enter into and perform this Agreement and upon execution, this Agreement, would constitute legal, valid and binding obligations on the Purchaser;
- 9.2.2 The Purchaser has been furnished with copies of all the title deeds relating to the Schedule A Property and the Purchaser after being satisfied with the title of the Vendor to the Item No.1 and that of the Developer to Item No.2 and the Developer's right to develop the Schedule A Property, has entered into this Agreement;
- 9.2.3 That the Purchaser confirms that the Purchaser has been furnished with all the details pertaining to the Disclosures made by First Party as detailed in clause 10 below and after understanding the same, the Purchaser has entered into this Agreement and the Purchaser further confirms and agrees that the Purchaser does not have and will not have any objection to the Developer undertaking the Project Infrastructure and benefits from such works.
- 9.2.4 The Purchaser is fully aware and has understood the Disclosures made by the First Party pertaining to the Project and its completion etc and the Purchaser has no objection to any of the actions that may be taken by the First Party in terms of the Disclosure.
- 9.2.5 The Purchaser has made provided with the copy of the Layout Approval that has been sanctioned by BIAAPA for the development of the Schedule 'A' Property.
- 9.2.6 The Purchaser is also aware that the common road and certain open spaces/areas have also been surrendered to the Authority in terms of the Layout Plan. However the Purchasers agree that such roads and

open areas would have to be maintained by the Plot Owners of the Layout, through the Owners Association.

10. DISCLOSURES MADE BY THE FIRST PARTY:

The Purchaser acknowledges and confirms that the First Party have fully disclosed to the Purchaser and the Purchaser has reviewed all of them and after having understood the implication thereof has entered into this Agreement and the Purchaser has agreed to all of the Disclosures and the Purchaser, expressly grants its consent and no objection to the First Party to undertake every action as per Disclosure.

- 10.1 That the Common Amenities and Facilities of the Layout and the Common Areas of the Layout are to be maintained by all the Plot Owners in common irrespective of the location of such Common Area of the Layout and the Common Amenities and Facilities of the Layout.
- 10.2 That the Layout would be developed from time to time, and as such some of the Common Amenities and the Facilities of the Layout and the Common Areas of the Layout would also be completed from time to time but they would all be completed with the completion of the Layout and before the Completion Period.
- 10.3 That the First Party have relinquished all their rights with regard an area measuring 6697.18 square metres towards public usage under a Relinquishment Deed dated 12.01.2018 (registered as Document No. 8600/2017-18, Book-I, stored in CD No. 657, in the office of Sub-Registrar Devanahalli) and an area measuring 13325.89 square metres towards open area and an area measuring 58,037.97 square metres towards road under a Relinquishment Deed dated 12.01.2018 (registered as Document No. 8612/2017-18, Book-I, stored in CD No. 657, in the office of Sub-Registrar Devanahalli);
- 10.4 That the undeveloped plots in the Schedule A Property can be used in terms of the rules and regulation formulated by the First Party and or the Association of Owners as well as the terms set out in the Association Agreement executed with the Association and the operator of the Common Area and the Common Amenities and Faculties.
- 10.5 That, the First Party will be assisting in the formation of Association of Owners and the Purchaser shall join in the formation of such Association or join the Association simultaneously with the execution of the Sale Deed. The Association document, inter alia, would also include the obligations of the Purchaser to comply with the Association Agreement. All the Plot Owners would be required to become members of such Owners Association and shall be bound by the rules and regulations of such association. All the Plot Owner / occupiers of the Layout will be required to take up the maintenance and management of the Common Areas and the Common Amenities of the Layout.

- 10.6 That, the Association of Owners is being formed for the management and maintenance of Common Area of the Layout and the Common Amenities and Facilities of the Layout;
- 10.7 The Purchaser has been made aware of the relinquishment of, open space, roads and civic amenities sites. The Purchaser has no objection to such relinquishment and also the use of the civic amenities site for the purpose that is legally available to the First Party or any one of them.
- 10.8 The Purchaser is fully aware that none of the Plot Owners / occupiers of the Layout shall have any right, title or interest to the areas earmarked as Common Areas of the Layout other than a right to use and enjoyment of the same in common with other Plot Owners and or occupiers of the Layout.
- 10.9 The Purchaser has also been made aware and has accepted that the development of the undeveloped plots in the Project is restricted to a single dwelling houses, which would not exceed the height of 12 metres above the ground and this negative covenant runs along with the land and shall be binding on the Purchaser and the Purchaser's successors and any one claiming through them and the First Party and or the Association of Owners will be entitled to take such action including injunctive reliefs for prevent breach of this covenant.
- 10.10 That, the Developer has availed financial facility from ____ Bank and in view thereof, the First Party have deposited the documents of title, evidences, deeds and writings in respect of the Schedule 'B' Property with _____. The _____ Bank have provided its no objection to the First Party to proceed with the execution of this Agreement. The Schedule 'B' Property agreed to be sold under this Agreement has been released from the charge of _____.

11. CONVEYANCE AND DELAY IN TAKING CONVEYANCE:

- 11.1 The Purchaser undertakes that the Purchaser shall come forward to take conveyance of the Schedule 'B' Property on the First Party having informed the Purchaser that the First Party is ready to execute conveyance in terms of this Agreement and the Parties shall execute the conveyance deed within 3 (three) months of receipt of Completion Certificate. The First Party shall hand over a copy of the Completion Certificate to the Purchaser at the time of the conveyance.
- 11.2 Consequent upon the Developer informing that the Schedule 'B' Property is ready for handover after receiving the Completion Certificate, the Purchaser shall, within 2(two) months of such intimation, make all payments under this Agreement and shall come forward to take conveyance of the Schedule B Property in terms of this Agreement. In the event of the Purchaser failing to make payments and take conveyance, it shall be construed as breach on the part of the Purchaser, and the consequences as provided in clause 5 above shall become applicable and the First Party will be entitled to enforce any of

its rights thereunder. Without prejudice to the right of termination in Clause 21, if the First Party does not terminate this Agreement, the Purchaser shall become liable to pay Statutory Payments, Other Cost Charges and Expenses, Interest liability on the outstanding instalment under the Payment Plan from the date of the Completion Certificate till Purchaser taking conveyance.

- 11.3 The Purchaser shall also be liable to pay municipal taxes, levies, maintenance charges and any other amounts the Purchaser is required to pay under this Agreement even if the possession and conveyance is not taken and the First Party has not terminated this Agreement .
- 11.4 The Purchaser shall be liable to pay the stamp duty and registration fees in terms of clause 24.8 below.
- 11.5 The Purchaser shall also bear the legal costs associated with the preparation, finalisation, completion, and execution of the documentation (including this Agreement, Sale Deed).

12. THE PURCHASER ASSURES, UNDERTAKES AND COVENANTS WITH THE FIRST PARTY AS FOLLOWS:

- 12.1 That the Purchaser shall not be entitled to claim conveyance of the Schedule 'B' Property until the Purchaser fulfils and performs all the obligations and completes all payments under this Agreement.
- 12.2 That the Purchaser has inspected the documents of title, relating to the Schedule 'A' Property. The Purchaser has studied, the Layout Approval, the Disclosures made, and the right of the Developer to develop the Project. The Purchaser, after taking legal advice and after being satisfied with the title and having understood the Layout Plan, Specifications of the Project, the rights of the Developer and the Disclosures made by the First Party, has entered into this Agreement.
- 12.3 That the Purchaser has entered into this Agreement with the full knowledge of all laws, rules, regulations, notifications applicable to this Project in particular. That the Purchaser hereby undertakes that he/she shall comply with and carry out from time to time after he/she has taken over for occupation and use the Schedule 'B' Property, all the requirements, requisitions, demands and repairs which are required by any Authority in respect of the Schedule 'B' Property at his/her own cost.
- 12.4 That the Purchaser hereby covenants and agrees that the consideration agreed herein is based on the mutual negotiations between the First Party and the Purchaser and the Purchaser shall have no right to renegotiate on the consideration in comparison with the other Plot Owners in the Project for any reason whatsoever.
- 12.5 That the Purchaser is fully aware and undertakes that the Purchaser or any one claiming through the Purchaser shall not bifurcate the Schedule 'B' Property and this covenant runs along with the land.

- 12.6 That the Purchaser will not hinder or obstruct the progress of the development of the Project;
- 12.7 That the Purchaser shall pay all the statutory dues pertaining to the Schedule 'B' Property from the date on which the Schedule 'B' Property is ready for possession and upon intimation of the same by the First Party, whether possession is taken.
- 12.8 That the Purchaser shall become liable to pay proportionate share of all outgoings and annual maintenance charges and general expenses for the Common Areas of the Layout and the Common Amenities and Facilities of the Layout from the date on which the Schedule B Property is ready for possession and upon intimation of the same by the First Party, whether possession is taken.
- 12.9 That the Purchaser shall also become liable to pay proportionate share of municipal taxes, rates and cesses, electrical, domestic and non-domestic water charges, insurance charges, cost of maintenance, management of Common Amenities and Facilities of the Layout and the Common Areas of the Layout, from the date of intimation of the Schedule B Property being ready for possession in terms of Clause 11.2 to the First Party and thereafter to the Owners Association;
- 12.10 That the Purchaser with the other owners of the Project, through the Owners Association, shall at all times keep the annual maintenance contracts with regards to all the Common Amenities and Facilities of the Layout and Common Areas of the Layout, valid, and shall pay the amounts of annual maintenance contract as and when demanded by the maintenance agency appointed. The Purchaser is fully aware that non-payments towards the annual maintenance contracts will adversely affect all the equipment installed by the Developer in the Common Areas of the Layout and non-payment of maintenance charges shall also affect such maintenance of the general and safety equipment installed and shall ensure periodical renewal of the same and that same is kept in current and also maintain necessary certificates, licenses, permits, permissions, insurance renewal thereof.
- 12.11 That after the Project is handed over to the Owners Association, the Developer shall not be responsible for any consequence or liability on account of failure, negligence, act or omission, obstruction, alteration, modification, restraint or improper use by any or all the owners, service providers or their agents with regards to the Common Amenities and Facilities of the Layout as well as the supporting equipment. The Purchaser with the other Plot Owners shall ensure that periodical inspections of all such Common Amenities and Facilities of the Layout are done so as to ensure proper functioning thereof.
- 12.12 That the Purchaser shall not in any manner obstruct or cause obstruction to any of the entries or exits of the Project or obstruct any open place meant to be retained as open place or obstruct free movement of vehicles including fire tenders, and such other vehicles required to ensure safety and statutory compliance.

- 12.13 The Purchaser shall subject to concurrence by the Developer be entitled to construct the basement in the Schedule 'B' Property and the Purchaser shall abide all the rules and regulations as may be framed by the Developer for the purpose of the construction of the basement and the timing of construction activity in the Layout.
- 12.14 The Purchaser will not in any manner construct any multi dwelling house or any construction higher than 12 meters. The Purchaser agrees that this covenant running with the land and would bind the Purchaser and any one claiming through the Purchaser. Any breach of this covenant, would entitle the Developer and or the Owners Association to take injunctive reliefs against the Purchaser. The Purchaser has agreed that the restriction placed by the Developer under this clause is reasonable restriction.
- 12.15 That the Schedule "B" Property shall be used only for construction of a single dwelling house and to be used only as a private residence and shall not be put use for any kind of commercial or semi commercial activities . Any breach of this covenant will entitle the Developer and or the Association of Owners to take injunctive reliefs against the Purchaser. The Purchaser has agreed that the restriction placed under this clause is reasonable restriction and shall run along with the land in the Schedule "B" Property.
- 12.16 That the Purchaser shall not put up any periphery compound wall to the Schedule "B" Property, save and except as per design and Specifications as provided by the Developer;
- 12.17 The Purchaser shall not decorate or display Boards or hoardings or neon signs or paintings in the Schedule "B" Property
- 12.18 The Purchaser shall pay all deposits and for a single power point to the Schedule B Property in order to facilitate the Purchaser to obtain the power supply. Any transmission loss will also be borne by the Purchaser in the ratio of the consumption as recorded.
- 12.19 That if any development and/or betterment charges or other levies are charged, levied or sought to be recovered by any other Authority in respect of the Schedule 'B' Property after the conveyance of the Schedule 'B' Property , the same shall be borne and paid by the Purchaser.
- 12.20 That the Purchaser and the Association shall take over the maintenance of the Project as and when called upon by the First Party to take over the maintenance.
- 12.21 The Purchaser covenants that the Purchaser shall be bound and liable to comply with the Rights and Obligations provided in Schedule 'C' and 'D' hereto.
- 12.22 The Purchaser agrees not to alter or subscribe to the alteration of the name of the Project, "_____", it being acknowledged that neither the Purchaser nor other owners of plots within the Project or the Association of

Owners have any right to seek such change. The Developer will be entitled to make the change in the name at their discretion from time to time till the hand over to the Association.

- 12.23 The Purchaser shall be responsible to maintain the open area / lawn of the Schedule "B" Property. It will be the sole responsibility of the Purchaser to keep the Schedule "B" Property clean and free of weeds and unnecessary vegetation.
- 12.24 All construction related works by the Purchaser can be taken up only after handing over possession of the Schedule 'B' Property to the Purchaser by the Developer. The Purchaser shall carry out all construction works only during the day time between 9 A.M. and 7 P.M. only on weekdays. The Developer does not owe any responsibility for any breakages damages caused to any part of the Project Infrastructure caused due to construction work of the Purchasers. The First Party is not answerable to any thefts during the course of the construction work.
- 12.25 The Purchaser will use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in the Project in common with the other Plot Owners and shall permit free passage of water, sanitary, electrical lines, through and along the same or any of them and to share with the other plot owners;
- 12.26 The Purchaser agrees that the Purchaser shall pay regularly without default, the charges as per the Association Agreement. In the event of any default in payment by the Purchaser, the service provider will be entitled to withdraw all or any of the services rendered under the Association Agreement. The Purchaser is liable to pay goods and service tax/other taxes, if any, and as levied by the State or the Central Government on such charges as may be applicable. The Purchaser shall contribute to the sinking fund for any capital expenditure as provided in the governing documents.
- 12.27 The Purchaser covenants that the Purchaser shall comply with all the rules and regulations pertaining to the Common Amenities and Facilities of the Layout.
- 12.28 The Purchaser shall ensure that no rubbish/refuse is thrown into the Common Areas of the Layout;
- 12.29 The Purchaser shall not park any vehicles in any part of the Common Areas of the Layout;
- 12.30 The Purchaser agrees that all the above covenants and assurances of the Purchaser as set out above shall continue upto the date of execution of the Sale Deed and shall be repeated under the Sale Deed.

13. NATURE OF RIGHT OF USAGE

- 13.1 It is agreed that the undeveloped Plot shall be used only for the purpose of residence.
- 13.2 All the Common Areas of the Layout and the Common Amenities and Facilities of the Layout shall be for non-exclusive use and subject to non discriminatory rules and regulations of the Association and as provided herein.

14. ASSIGNMENT

- 14.1 The Purchaser hereby agrees and confirms that this Agreement is not transferable / assignable to any other third party or entity except as provided in this clause 14.1 and clause 14.2.
- 14.2 That the Purchaser shall not be entitled to transfer / assign the rights under this Agreement for a period of two years from the booking date or date of payment of 80% of the consideration under this Agreement, whichever is later.
- 14.3 Any assignment shall be, subject to clause 14.1, be done only by way of written agreement between the First Party, the Purchaser herein and the new purchaser. The new purchaser shall undertake to be bound by the terms of this Agreement including payment of the transfer fees of Rs. [REDACTED] /- (Rupees _____ only) per square foot of carpet area. The transfer fee under this clause shall not apply in case of transfer made to and between the family members i.e., father, mother, brother, sister, son, daughter, husband and wife.

15. CLUB AND MEMBERSHIP OF THE CLUB

- 15.1 The Purchaser is fully aware that the Developer will be providing a Club which will be operational when the Plot Owners are residing in the Project. The said Club will be managed by the Developer or any operator that the Developer may appoint. The Club shall be located in the Project. The Purchaser herein will be entitled to the use of such Club on a payment of club membership fees as prescribed by the Developer. The Purchaser and all Plot Owners shall be bound by the rules and regulations of the Club. The Purchaser will be required to pay the club membership fees and other usage charges over and above the Sale Consideration for the facilities provided in the Club as prescribed by the Developer or the Association of Owners. On the Developer handing over the maintenance to the Association in terms of the Act, the Association of Owners will be responsible to manage, maintain and operate the Club and its facilities.
- 15.2 Apart from any other rules and regulations that would be formulated by the Developer and or the operator of the Club and/or the Association of Owners, the fundamental use of the Club shall be in the manner set out below:
- 15.3 In the event the Schedule 'B' Property is purchased by a partnership firm, then a partner or any authorized representative of the said partnership firm

occupying the Schedule 'B' Property would be entitled to use the said Club on payment of the club membership fees.

15.3.1 In the event the Schedule 'B' Property is purchased by a public limited or a private limited company, any Person occupying as the authorized occupier on behalf of the said company shall be entitled to the use of the said Club on payment of the club membership fees.

15.3.2 In the event of inheritance, the Person inheriting and occupying the Schedule 'B' Property shall be entitled to membership of the said Club on payment of the club membership fees.

15.3.3 In the event of there being any co-owner of Schedule 'B' Property such co-owners occupying the Schedule 'B' Property will be entitled to the use of the said Club on payment of the club membership fees.

16. ASSOCIATION OF OWNERS

16.1 The Association of Owners shall be formed by the First Party within 3 (three) months from the date on which majority of the purchasers have been allotted plots in the Project. On and from the Sale Date, The Purchaser and the use by the Purchaser of the Schedule B Property and the Layout shall be governed *inter alia* by the rules and regulations prescribed by the Developer and the Association of Owners from time to time. The Purchaser shall not at any time question or challenge the validity or the binding nature of such rules and regulations and shall at all times comply with the same. All the present or future owners, tenants, guests and licensees or their employees, or any other Person who is lawfully entitled to use the of Schedule A Property, in any manner whatsoever, shall be subject to such rules and regulations. The mere acquisition, rental, or taking on license the Schedule 'B' Property or the mere act of occupancy of the Schedule B Property, shall signify that the rules are accepted, ratified and will be complied with by the acquirer, tenant or licensee.

16.2 The Purchaser on acquisition of the Schedule "B" Property shall have to become a member of the Owners Association formed for the maintenance of all the Common Area and the Common Amenities and Facilities of the Layout. The Purchaser shall execute all required documents required of the member of such associations and comply with the rule, regulation and bye laws framed thereunder.

16.3 The Owners Association will take up the maintenance of Common Areas of Layout and the Common Amenities and Facilities of the Layout. The initial maintenance of the Project shall be done through _____ or any other maintenance agency appointed by the First Party. The Purchaser shall make the payment of the maintenance charges. All maintenance related issues will be handled only by the Owners Association and _____ or any other maintenance agency appointed by the Developer in terms set out in clause ____ below.

17. PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

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

18. DEFECT LIABILITY PERIOD:

- 18.1 In the event of any Structural Defects in the Project Infrastructure not caused due to any act of omission or commission of the Purchaser or any other Plot Owner, being informed by the Purchaser in writing within the period of five years from the date the First Party having secured the Completion Certificate, the Developer will attend to the same within 30 days of such notice or such other time period as may be reasonably required to rectify such Structural Defect. The Purchaser shall not be entitled to pursue any claim against the Developer under this clause due to any act of omission or commission of the Purchaser. Provided always that, if any such Structural Defects or damage is found to have been caused due to any act of omission or commission of the Purchaser or any other purchaser/s or due to the negligence of the Purchaser or any other purchaser/s or his/her/their agents or such Structural Defects caused or attributable to the Purchaser other than for its intended purpose, then neither the Vendor nor the Developer shall be liable for any complained Structural Defects.

19. EXTENSION OF TIME DUE TO FORCE MAJEURE:

- 19.1 The Developer will be entitled to extension of time for completion of the Project due to any Force Majeure conditions which make it impossible for the development of the Project and as may be permitted by the Authority under the Act.
- 19.2 In the event it becomes impossible for the Developer to implement the Project due to Force Majeure conditions, then this Agreement shall stand terminated with a prior notice of 30 days to the Purchaser and the Developer shall refund to the Purchaser the entire amount received by the Developer from the Purchaser within 60 days from the date of termination under this clause against the execution of the cancellation agreement.

20. COPIES OF TITLE PAPERS AND CUSTODY OF ORIGINAL TITLE DOCUMENTS

- 20.1 The First Party has handed over copies of all the documents listed in Annexure _____ to the Purchaser at the time of execution of the Agreement to Sell. The original title deeds including the statutory approvals and Layout Approval would be kept in the custody of the First Party and the same will be handed over to the registered Association of Owners.

21. TERMINATION BY PURCHASER:

- 21.1 In the event of (i) there being any delay in securing the Completion Certificate by the First Party, beyond the Completion Period, for reasons other than Force Majeure or (ii) or due to the discontinuance of the business of the Developer on account of suspension or revocation registration of the Project in terms of the Act, the Purchaser will have the discretion to:

21.1.1 continue with the Agreement, in which the Developer shall become liable to pay Interest to the Purchaser on the amounts paid under the Payment Plan till such period the default is cured by the Developer ; or

21.1.2 terminate this Agreement and on such termination the Developer shall refund within 60 days , all the amounts received till the date of the termination with Interest thereon calculated from the respective date of payment of the instalment under the Payment Plan against the Purchaser executing a cancellation agreement and handing over the original of this Agreement duly cancelled. On such termination notice being issued by the Purchaser, the Developer will be entitled to deal with the Schedule 'B' Property without any reference to the Purchaser and notwithstanding the Purchaser not having executed the cancellation agreement.

- 21.2 If the Purchaser desires to terminate this Agreement for no cause, the Purchaser shall notify the Vendor/Developer of its intent to terminate in writing with acknowledgement and this Agreement shall stand terminated forthwith. The letter of termination shall serve as the termination document for this clause and the Purchaser shall hand over the originals of this Agreement and execute the cancellation agreement to process the payment of the amount received less the Booking Amount which the Purchaser shall forfeit t in favour of the Vendor/Developer within 60 days. On such termination notice being issued by the Purchaser, the Vendor/Developer will be entitled to deal with the Schedule 'B' Property without any reference to the Purchaser, notwithstanding the Purchaser not having executed the cancellation agreement.

- 21.3 On the notice being issued for the cancellation of this Agreement for any reason whatsoever, set out in this Agreement, the Purchaser agrees that the Purchaser shall not have any kind of rights and or claims against the First Party or the Schedule 'B' Property and that the First Party shall be released and discharged from all its obligations and liabilities under this Agreement

except the refund of the amounts or such amounts as adjudicated under the Act.

22. TAXES AND FEES

- 22.1 The Purchaser shall pay the Statutory Payments, Khata transfer fees or any other charges that are necessary for securing separate assessment for the Schedule B Property. It is clarified that the Purchaser shall pay all municipal and property taxes payable or arising in respect of the Schedule 'B' Property after the conveyance of the Schedule 'B' Property or 2 months after the Completion Certificate has been received, whichever is earlier.
- 22.2 If any Statutory Payments becoming payable in respect of the Schedule "B" Property by the Developer for the period before the handover of the Schedule "B" Property the same shall be borne by the Developer. If any Statutory Payments becoming payable in respect of the Schedule "B" Property, and or the Schedule "B" Property or the Project by the Vendor/Developer for the period after grant of Completion Certificate, or if the rates of such Statutory Payments increase from the currently applicable rates after the handing over of the possession to the Purchaser of the Schedule "B" Property, a proportionate amount of such Statutory Payments or the increase thereof shall be borne by the Purchaser and paid by the Purchaser within 15 (Fifteen) days of a demand for the same being made by the Vendor/Developer. The Purchaser shall also reimburse to the Vendor/Developer any amounts paid by it on this account. However, all such payments required to be made by the Purchaser shall be similar to the charges payable by all the other Plot Owners.
- 22.3 The Purchaser shall be liable to pay the amounts set out in clause 22.1 and such maintenance charges from the date the Schedule 'B' Property is ready for taking possession and is notified, whether the possession is taken or not by the Purchaser.

23. NOTICES

- 23.1 Any notice and other communications provided for in this Agreement shall be in writing and shall be first transmitted by facsimile/electronic transmission and then confirmed by internationally recognised courier service, in the manner as elected by the Party giving such notice to the following addresses:

- (a) In the case of notices and other communications to the Vendor: [***in case there is a POA:*** care of its Power of Attorney Holder/s]:

Address :
Attention :
Telephone :
Facsimile :
Email :

Email :

- (b) In the case of notices and other communications to the Developer:

Address :
Attention :
Telephone :
Facsimile :
Email :
Email :

- (a) In the case of notices and other communications to the Purchasers:

Address :
Attention :
Telephone :
Facsimile :
Email :

- (b) All notices shall be deemed to have been validly given on **(i)** the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile/electronic transmission, or **(ii)** the business date of receipt, if transmitted by courier or registered mail.
- (c) Any Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement by giving to the other Party not less than 15 days prior written notice. If no such change is notified, the service on the address given in the title of this Agreement shall be address to which the notices are to be issued and such notice being issued shall be considered as being issued to the correct address, irrespective of the Party having changed its address without notifying.

24. MISCELLANEOUS

24.1 Reservation of rights

No forbearance, indulgence or relaxation or inaction by the Parties at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of the Parties to require performance of that provision. Any waiver or acquiescence by the Parties of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence of any right under or arising out of this Agreement or of the subsequent breach, or acquiescence to or recognition of rights other than as expressly stipulated in this Agreement.

24.2 Provisions of this Agreement Applicable on Purchaser / Subsequent Purchaser(s)

It is clearly understood and agreed by and between the Parties hereto that all the provisions contained in this Agreement and the obligations arising hereunder in respect of the Schedule "B" Property shall equally be applicable to and enforceable against and by any subsequent purchaser pursuant to the assignment that would be permitted in terms of clause 14 above for all intents and purposes.

24.3 Severability

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other Applicable Laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

24.4 Amendment

No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereto or any rights arising herefrom shall be valid or binding unless made in writing and duly executed by both Parties.

24.5 Waiver

The First Party may, at its sole option and discretion, and without prejudice to any of its rights under this Agreement, waive any of the breach by the Purchaser in not making payments as per the Payment Plan including waiving the payment of Interest for delayed payment. Any such waiver of either a breach or payment of Interest shall not be construed to be a precedent and /or binding on the First Party to exercise such discretion in the case of other purchasers. Any one of the breach being waived under this clause shall not be construed to be a waiver of the First Party right to terminate this Agreement for any subsequent breach of the Purchaser in payment of the subsequent instalment under the Payment Plan.

24.6 Counterparts

This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. The Parties will be signing such counterpart.

24.7 Entirety

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Schedule B Property.

24.8 Stamp Duty, Registration Fees Etc

- (a) The stamp duty payable on this Agreement, shall be borne by the Purchaser exclusively. The First Party shall have no liability in respect thereto.
- (b) The stamp duty and registration fee or any demands for deficit prevailing on the Sale Date, legal expenses for the documentation of this Agreement and the Sale Deed and all expenses for registration of the Sale Deed, shall be borne by the Purchaser exclusively. The First Party shall have no liability in respect thereto. However, in case the Purchaser fails to deposit the stamp duty, registration charges and all other agreed charges for registration of the Sale Deed, the Purchaser authorizes the First Party to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the First Party is made by the Purchaser. The Purchaser shall be solely responsible and liable for compliance of the provisions of Karnataka Stamp Act, _____ including any actions taken or deficiencies/penalties imposed by the Authority.

24.9 Dispute Resolution

All or any dispute arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be referred to the officer appointed under the Act. Any other aspect not covered by the Act pertaining to this Agreement, shall be adjudicated by the competent court of law under the relevant provision of the Applicable Law.

24.10 Governing law and jurisdiction

- 1) The provisions of this Agreement shall, in all respects, be governed by, and construed in accordance with the laws of India.

- 2) The Parties agree that the courts in Bangalore shall have jurisdiction.
- 3) The Regulatory Authority or the Appellate authority under the Rules framed by the Government of Karnataka would have jurisdiction for the matters arising under this Agreement and falling under the Act.

25. PERMANENT ACCOUNT NUMBER AND AADHAR CARD NUMBER

25.1 The Permanent Account number and Aadhar Card Number are as follows :

(a) **Vendor** :

- i. **PAN CARD NUMBER:**
- ii. **AADHAR CARD NUMBER:**

(b) **Developer** :

- i. **PAN CARD NUMBER:**
- ii. **AADHAR CARD NUMBER:**

(c) **Purchaser** :

- i. **PAN CARD NUMBER:**
- ii. **AADHAR CARD NUMBER:**

SCHEDULE 'A'

Item No.1

All that piece and parcel of the undeveloped non-agricultural converted land bearing Survey No. 33 measuring 1 acres 12 Guntas, Survey No. 35 measuring 2 acre 16 guntas, Survey No. 37/17 measuring 02 Acre 22 guntas, Survey No. 38 measuring 3 acre 22 guntas; all survey Nos. situated at Akkalenahalli-Mallenahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District in all measuring 9 Acres 32 Guntas. The extent of the Item No.1 physically available is 09 acres 06 Guntas and bounded by:

East by: Property bearing Survey No.32 and 39 of the same village;

West by: Property bearing Survey No.34, 37/20 and 37/21 of the same village;

North by: Property bearing part in Survey No.35, Survey No. 38 of the same village, Land in Survey. No. 37/17;

South by: Property bearing portion of Survey No.33 and land in Survey. No. 34 and 37/17.

Item No.2

All that piece and parcel of the undeveloped non-agricultural converted land bearing Survey No. 33 measuring 6 acres, Survey No. 34/1, measuring 1 acre 32 guntas, Survey No. 34/2 measuring 01 Acre 12 guntas, Survey No. 37/12 measuring 1 acre 30 guntas, Survey No. 37/14 measuring 1 acre 32 guntas, Survey No. 37/15 measuring 3 acres 6 guntas, Survey No. 37/17 measuring an extent of 2 acres 12 guntas, Survey No. 37/18 measuring 5 acres 17 guntas; all survey Nos. situated at Akkalenahalli-Mallenahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District in all measuring 23 Acres 21 Guntas and bounded by:

East by: Property bearing Survey No.32 and 37/12 of the same village;

West by: Property bearing Survey No.37/20, and 37/21 of the same village;

North by: Property bearing Survey No.35, 37/17 and 38 of the same village;

South by: Property bearing portion of Survey No. 37/12, 37/15 and 37/18;

SCHEDULE – 'B'

(The undeveloped Plot hereby conveyed)

A undeveloped Plot bearing No._____, in the Layout known as “_____” carved out of Survey No. _____ being formed in the [Item No.1 / Item No.2] of Schedule 'A' Property which is measuring _____ square feet and bounded as under :-

EAST	
WEST	
NORTH	
SOUTH	

SCHEDULE "C"

RIGHTS OF THE PURCHASER IN REGARD TO THE SCHEDULE 'B' PROPERTY

- 1) The Purchaser shall be entitled to the Schedule 'B' Property, subject to the terms and conditions contained in this Agreement and the Sale Deed and the rules and regulation and the bye laws of the Association of the plot owners;
- 2) The Purchaser and all persons authorised by the Purchaser (in common with all other persons entitled, permitted or authorised to a similar right) shall have the right at all times and for all purposes, to use the common roads, passages in the Schedule 'A' Property and especially the Layout area, and Common Areas;
- 3) The right to free and uninterrupted passage of water, gas, electricity, sewerage etc., from and to the Schedule 'B' Property through the pipes, wires, sewer lines, drain and water courses, cables which are or may at any time hereafter be, in, under or passing through the Layout or any part thereof and the development;
- 4) The right to lay cables or wires for Television, Telephone and such other installations, in any part of the Layout, however, recognizing and reciprocating such rights of the other plot owners;
- 5) The right of entry and passage for the Purchaser and agents or workmen of the Purchaser to other parts of the Layout at all reasonable times after notice to enter into and upon other parts of the Layout for the purpose of repairs or maintenance of the Schedule 'B' Property 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 plot owners and making good any damage caused;
- 6) The Purchaser has the right to use the common areas provided in the Layout and the limited access area of the Schedule 'A' Property being in form of common roads, pathways, garden areas and other common amenities and facilities in the Schedule 'A' Property;

7) The Purchaser shall have the right to utilise the piped connections for drinking/portable water, sewerage/drain, electricity supply point, that have been provided for them in the Schedule 'B' Property only as per the guidelines issued by the Vendors;

SCHEDULE – "D"

OBLIGATIONS OF THE PURCHASER IN REGARD TO THE SCHEDULE 'B' PROPERTY:

1) The Purchaser shall not at any time, carry on or suffer to be carried on in the Schedule 'B' Property any noisy, offensive or dangerous trade or pursuit which may be or become in any way a nuisance, annoyance or danger to the First Party or the other plot owners or occupiers or the neighbours or which may tend to depreciate the value of the Layout in which the Schedule 'B' Property is located or any part thereof;

2) The Purchaser shall use the Schedule 'B' Property or any part thereof or permit the same to be used only for construction of a single dwelling residential house and to use the same for residential purpose only. The Purchaser shall not carry out any commercial/professional activity on the Schedule 'B' Property including in house activities such as Hospital, Clinic, Hotel, Restaurant, Office, Agency, Garage, Small Scale Unit etc. The Purchaser shall be answerable and responsible for any deviation in the use of the Schedule 'B' Property, other than for residential use;

3) The Purchaser shall join in the maintenance scheme of Layout as laid down by the Developer and shall proportionately share and pay charges/expenses for maintenance of all the common areas and facilities in the Layout that along with all the plot owners in common including sewerage charges, common lighting, repairs and salaries of security, cleaning staff and rest of the maintenance or estate management team, garbage collection, removal and disposal, maintenance expenses of common roads, water treatment plants and street lights and all other necessary and incidental to the management and maintenance of the said project etc., and shall abide by the rules and regulations formulated by the Developer /Association of Owners for the purpose of running the common facilities;

4) The Purchaser shall obtain necessary plan sanction, approvals/licenses, from the concerned authorities prior to the commencement of any construction of structure on the Schedule 'B' Property. The Purchaser shall also install on their own, electricity cabling and water lines inside the Schedule 'B' Property from the main lines/piped connection provided by the Developer at the edge of the Schedule 'B' Property and the Purchaser shall in no way cause any damage by digging up the internal roads, walkways, drains, footpath etc. during/for the same or cause any disturbance to the other owners. Any such defaults shall result in the Developer getting the same repaired and all such costs shall be payable by the Purchaser without any protest or demur;

5) The Purchaser shall be liable to bear and pay the proportionate share (i.e., in proportion to the area of the Schedule 'B' Property) of cess, taxes, betterment charges or such other levies charges by the concerned local authority and/or Government;

6) The Purchaser shall maintain the Schedule 'B' Property at their own cost in good tenantable condition from the date the possession of the Schedule 'B' Property is taken and not to do or suffered to be done anything in or to the Schedule 'B' Property or use the same in a manner which may be against the rules, regulations or bye-laws of the concerned local or any other authority or Owner's Association rules and regulations;

7) The Purchaser shall not store in the Schedule 'B' Property any goods, which are of hazardous, combustible or dangerous nature or goods which are objectionable to be stored or kept under any prevailing law in India. In the event of the Purchaser committing any act in contravention of the provision of law the Purchaser alone shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;

8) The Purchaser shall dispose of garbage in the manner required by the garbage disposal system in the Layout and not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Schedule 'B' Property in the open areas of the said Layout except in the place(s) designated by the Developer or the Owner's Association;

9) The Purchaser is informed that the maintenance services will be done by the Developer or its appointees (who will be the Agency) till the Association of Owners is formed;

10) The Purchaser shall become and remain a member of any Society, Association or Co-operative Society to be formed by and consisting of all the plot owners in the development and shall observe and perform all the rules and regulations/bye-laws that may be incorporated by the Developer ;

11) The Purchaser will use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in the development in common with the other plot owners and to permit free passage of water, sanitary, electrical lines, through and along the same or any of them and to share with the other plot owners, the cost of repairing and maintaining all such sewers, drains and water lines as also the cost of maintaining and repairing all common amenities such as common roads, staircases etc. and to use the same as aforesaid and/or in accordance with the rules, regulations, bye-laws and terms of the Association formed of which the Purchaser shall be the member;

12) The Purchaser shall not put up any hoarding, name plates, sign-boards, graffiti etc., in place other than that demarcated and allotted by the Developer ;

13) The Purchaser agrees that the Purchaser shall pay regularly without default the maintenance charges which are fixed by the Developer and thereafter by the Association Of Owners;

14) The Purchaser shall also be liable to pay all the maintenance charges for the works that may be undertaken in the common areas of the of Schedule 'A' Property which are available for the use by the residential plot owners and shall be paid regularly without any default. The Purchaser has been fully informed that in the event of such default, the facilities and amenities provided in the of Schedule 'A' Property would suffer drastically and that would affect the entire of Schedule 'A' Property and other owners of the Layout and the of Schedule 'A' Property. The Developer/Association shall have the right to discontinue the maintenance services in

case of default by the Purchaser or other plot owners;

15) The Purchaser or anyone claiming through them shall not in any manner object to the use of the Common Areas of the Project by other owners and occupiers of the Layout;

16) The Purchaser shall keep the common areas, open spaces, parking areas, passages in the Said Property and part of the Layout, free from obstructions and in a clean and orderly manner and shall not encroach on any common areas;

17) The Purchaser shall comply with all statutory requirements with regards to the fire safety norms.

18) The Purchaser shall ensure that no rubbish/refuse shall be thrown out of the Schedule 'B' Property into the common areas and passages of the Layout;

19) The Purchaser shall not alter or subscribe to the alteration of the name of the development, which shall be known as "_____".

ANNEX I
[Plan appended separately]

ANNEX II
COMMON AREAS IN THE LAYOUT

ANNEX III
COMMON AMENITIES AND FACILITIES OF THE LAYOUT

ANNEX VI
SPECIFICATIONS OF THE PROJECT INFRASTRUCTURE

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the date and the year first hereinabove written.

VENDOR

PURCHASER

DEVELOPER

WITNESSES :

1) _____
NAME
ADDRESS

2) _____
NAME
ADDRESS

3.