

AGREEMENT TO SELL

This **Agreement to Sell** (the “**Agreement**”) entered at Bangalore on the date specified in **Part A** of **Annexure 1** attached hereto,

By and Amongst:

Indra Hotels (Mysore) Private Limited, a company incorporated under the Companies Act 1956, having its registered office at No. 29/1, H.M. Strafford, 7th Cross, Vasanth Nagar, Bangalore, (hereinafter referred to as the “**Owner**” which expression shall, wherever the context so requires or admits, mean and include, its successors-in-title, administrators and assigns), represented herein by its attorney, Anand Azco Infracon India Private Limited (i.e., the Developer) acting through its Authorized Signatory, constituted under the Power of Attorney dated 22/06/2013 of the **FIRST PART**;

AND

Anand Azco Infracon India Private Limited, a company incorporated under the Companies Act 1956, having its registered office at Pragati Mansion, No. 12, III Floor, Jyoti Nivas College Road, 5th A Block, Koramangala, Bangalore (hereinafter referred to as the “**Developer**”, which expression shall, wherever the context so requires or admits, mean and include, its successors-in-title, administrators and assigns) of the **SECOND PART**;

AND

The Person(s) named in Part B of Annexure 1 hereto (hereinafter referred to as the “**Purchaser**” which expression shall, wherever the context so requires or admits, mean and include, his/her/their respective heirs, executors, administrators and permitted assigns) of the **THIRD PART**.

The Owner, Developer and the Purchaser shall individually be referred to as ‘Party’ and collectively as ‘Parties’.

WHEREAS:

- A.** The Owner is the sole and absolute owner of all that piece and parcel of converted lands set out in **Schedule A**, totally admeasuring 19 Acres 35.5 Guntas, more fully described in **Schedule A** hereto (“**Project Land**”);
- B.** The Owner acquired title to the Project Land under various Sale Deeds, details of which are set out in **Annexure 5**, attached hereto;

Indra Hotels (Mysore) Pvt. Ltd.
(Owner)
(Represented herein by its Attorney,
Anand Azco Infracon India Pvt. Ltd.),

Mr. Mrs.
(PURCHASER/s)

Anand Azco Infracon India Pvt. Ltd.
(DEVELOPERS)

- C. The Owner and the Developer have entered into a Joint Development Agreement dated June 22, 2013 registered as document No.BSK-1-03265-2013-14(“**JDA**”) for development of the Project Land.
- D. Pursuant to the JDA, the Developer has formulated a plan for formation of a residential layout with the name and style “**Breathe**” (“**Layout**”), in the Project Land comprising of:
- (i) Plots of different dimensions;
 - (ii) Villas of different types to be constructed in the above Plots;
 - (iii) A clubhouse with facilities for the use of the owners of the Villas in Project Land;
- E. The Developer has obtained from APA (*defined below*) approval for development of the Project Land by formation of the Layout vide sanction bearing No. **APA/LAO/10/12-13** dated **02.06.2012**, which is subsequently modified vide approval granted on **15.03.2013**(collectively,“**Approved Plan**”);
- F. As required under Applicable Laws, the Owner and the Developer has relinquished to APA the required extent of land area in the Layout towards open space reservation (including roads, parks and civic amenities) by way of a Deed of Relinquishment dated **30/5/2012**, which is subsequently modified on 13.03.2013;
- G. The formation and development of the Layout and construction of Villas in the Plots of the Layout in the Project Land, which is being undertaken by the Developer, shall be referred to herein as “**Project Breathe**”;
- H. Under the scheme of development of the Project Breathe (“**Scheme**”), persons interested in owning a Villa in the Project Breathe are required to purchase a Plot in the Layout, after being duly allotted by the Developer to so purchase an identified Plot, and to get constructed Villa for themselves only through the Developer;
- I. The Purchaser having scrutinized and being satisfied with the title of the Owner to Project Land being good and marketable, the Approved Plan and the Scheme that has been formulated by the Developer for Project Breathe, has agreed to join the said Scheme and agreed:
- (i) to purchase from the Owner and the Developer, a Plot in the Layout, more fully and particularly described in **Part C** of **Annexure 1** hereto, and hereinafter referred to as the “**Villa Plot**”; and
 - (ii) to get constructed a Villa in the Villa Plot by the Developer in terms of the Construction Agreement of even date (“**Purchaser’s Villa**”), and become entitled to (a) the exclusive use of the Villa Plot, and (b) use of the Common Areas and Common Amenities along with all other owners / occupants of the Project Breathe;
- on the terms and subject to the conditions contained herein;
- J. The Developer is entitled to sell the Villa Plot to prospective buyer and receive the sale consideration from such buyer directly;
- K. Simultaneous with this Agreement, the Developer and the Purchaser shall also enter into the Construction Agreement specifying the terms on which the Developer is required to construct the Purchaser’s Villa in the Villa Plot for the Purchaser; and
- L. The Parties are entering into this Agreement to record their understanding on the terms and conditions on which the Owner and the Developer shall convey and the Purchaser shall purchase the Villa Plot and matters related and incidental thereto.

NOW THEREFORE, THIS AGREEMENT WITNESSES AND IT IS HEREBY AGREED TO BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following words and expressions shall bear the meaning assigned to them below (and cognate words and expressions shall bear corresponding meanings):

Indra Hotels (Mysore) Pvt. Ltd. (Owner) (<i>Represented herein by its Attorney, Anand Azco Infracon India Pvt. Ltd.</i>),	Mr. Mrs. (PURCHASER/S)	Anand Azco Infracon India Pvt. Ltd. (DEVELOPERS)
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- 1.1.1 **“Advance”** shall have the meaning ascribed to in Clause 3.2 below;
- 1.1.2 **“Applicable Laws”** means all laws, ordinance, statutes, rules, orders, decrees, injunctions, licenses, permits, approvals, authorizations, consents, waivers, privileges, agreements and regulations of any Governmental Authority having jurisdiction over the relevant matter as such are in effect as of the date hereof or as may be amended, modified, enacted or revoked from time to time hereafter;
- 1.1.3 **“Approved Plan”** shall have the meaning ascribed to in Recital E above;
- 1.1.4 **“APA”** shall mean Anekal Planning Authority;
- 1.1.5 **“Built up Area”** shall mean the total built up area of the Purchaser’s Villa, as be specified in the Construction Agreement;
- 1.1.6 **“Club”** shall have the meaning ascribed to in Clause 7.8.1 below;
- 1.1.7 **“Club Plot”** shall have the meaning assigned to it in Clause 7.8.1 below;
- 1.1.8 **“Common Areas and Common Amenities”** shall mean the common areas and common amenities provided in and for the use of owners of the Plots and Villas in the Project Breathe as specified in Annexure 4;
- 1.1.9 **“Construction Agreement”** shall mean the agreement of even date entered into between the Purchaser and the Developer for construction of the Purchaser’s Villa on the Villa Plot;
- 1.1.10 **“Developer’s IP”** shall bear the meaning ascribed thereto in Clause 10.8.4 hereof;
- 1.1.11 **“Due Date”** in relation to any amount payable by the Purchaser to the Developer under this Agreement shall mean the date specified in this Agreement for such payment;
- 1.1.12 **“Force Majeure”** event means fire, other causality or accident, strike, war, violence, riots, civil unrest, floods, earthquakes or other natural calamities, any law, or regulation of any government or statutory authority, or any act or condition whatsoever beyond the reasonable control of a Party (not due to any default of such Party) whereby the performance by such Party, of any of its obligations under this Agreement is prevented, restricted or interfered with by reason of such event;
- 1.1.13 **“Governmental Authority”** shall mean any union, state, local or other governmental, administrative, regulatory judicial or quasi-judicial authority or statutory, regulatory or executive authority or agency, in India having jurisdiction over the relevant matter, including without limitation the APA;
- 1.1.14 **“Layout”** shall have the meaning ascribed to in Recital D hereto;
- 1.1.15 **“Maintenance Services”** shall have the meaning ascribed to in Clause 10.5.1 hereto;
- 1.1.16 **“Notice of Dispute”** shall have the meaning ascribed to in Clause 13.2 hereto;
- 1.1.17 **“Outstanding Amounts”** shall have the meaning ascribed to in Clause 5.1 below;
- 1.1.18 **“Owners’ Association”** shall mean the association of all owners of the Plots and the Villas of the Project Breathe, that may be formed by the Developer in terms hereof;
- 1.1.19 **“Plot”** shall mean a plot in the Project Breathe;
- 1.1.20 **“Project Breathe”** shall have the meaning ascribed to it in Recital G above;
- 1.1.21 **“Project Land”** shall have the meaning ascribed to it in Recital A above;
- 1.1.22 **“Purchaser’s Villa”** shall have the meaning ascribed to it in Recital I above;
- 1.1.23 **“Sale Deed”** shall have the meaning ascribed to it in Clause 11.1 below;
- 1.1.24 **“Sale Consideration”** shall have the meaning ascribed to it in Clause 3.1 below;
- 1.1.25 **“Schedule of Payments”** shall have the meaning ascribed to it in Clause 3.3 below;
- 1.1.26 **“Scheme”** shall have the meaning ascribed to it in Recital H;
- 1.1.27 **“Statutory Levies”** shall mean taxation, duties, levies such as service tax, value added tax, GST, customs and excise duties, stamp duty, property taxes, other municipal taxes and duties,

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environmental taxes and duties, together with any interest, penalties, surcharges or fines relating thereto, due, payable, levied, imposed upon or claimed to be owed in any relevant jurisdiction;

1.1.28 **"Villa"** shall mean a villa to be constructed on a Plot; and

1.1.29 **"Villa Plot"** shall have the meaning ascribed to it in Recital I.

1.2 **Interpretations**

- a. *Any word or phrase defined in the body of this Agreement as opposed to being defined in Clause 1.1 above shall have the meaning assigned to it in such definition throughout this Agreement, unless the contrary is expressly stated or the contrary clearly appears from the context.*
- b. *If any provision in Clause 1.1 is a substantive provision conferring any rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive provision in the body of this Agreement.*
- c. *The use of the word "including" followed by a specific example(s) in this Agreement, shall not be construed as limiting the meaning of the general wording preceding it.*
- d. The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply.
- e. The Schedules and the Annexure to this Agreement shall be deemed to be incorporated in, and shall form an integral part of, this Agreement.
- f. Reference to any agreement, deed, document, instrument, rule, regulation, notification, statute or the like shall mean a reference to the same as may have been duly amended, modified or replaced. For the avoidance of doubt, a document shall be construed as amended, modified or replaced only if such amendment, modification or replacement is executed in compliance with the provisions of such document(s).
- g. Reference to any section or clause shall mean a reference to a section, clause of this Agreement unless specified otherwise.
- h. Reference to the terms "herein", "hereto", "hereunder" and words of similar purport refer to this Agreement as a whole.
- i. Headings in this Agreement are inserted for convenience only and shall not be used in its interpretation.
- j. In this Agreement, (including the Recitals above) unless the context clearly indicates a contrary intention, a word or an expression, which denotes a natural person shall include an artificial person (and vice versa), any one gender shall include the other genders, the singular shall include the plural (and vice versa).

2 AGREEMENT

2.1 In pursuance of the foregoing and in consideration of the mutual obligations undertaken by the Parties hereto and the Sale Consideration agreed to be paid by the Purchaser in the manner specified in Clause 3 below,

- (i) the Owner and the Developer hereby jointly and severally agree to sell to the Purchaser, the Villa Plot; and
- (ii) the Purchaser hereby agrees to (a) purchase from the Owner and the Developer, the Villa Plot; and (b) get constructed the Purchaser's Villa on the Villa Plot by the Developer in terms of the Construction Agreement, and become entitled to (A) the exclusive ownership, possession and use of Villa Plot; and (B) use of the Common Areas and Common Amenities along with all other owners / occupants of the Plots and Villas in the Project Breathe; on the terms and subject to the conditions specified herein.

Indra Hotels (Mysore) Pvt. Ltd. (Owner) <i>(Represented herein by its Attorney,</i> Anand Azco Infracon India Pvt. Ltd.),	Mr. Mrs. (PURCHASER/S)	Anand Azco Infracon India Pvt. Ltd. (DEVELOPERS)
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3 SALE CONSIDERATION AND ADVANCE

- 3.1 The total sale consideration payable by the Purchaser to the Developer for conveyance of the Villa Plot to the Purchaser under the Scheme is set out in **Part A of Annexure 2** hereto ("**Sale Consideration**").
- 3.2 The Purchaser has already paid an advance ("**Advance**") to the Developer towards the Sale Consideration as set out in **Part B of Annexure 2** hereto, in the manner set out therein.
- 3.3 The balance amount of the Sale Consideration shall be paid by the Purchaser to the Developer in terms of the schedule of payments set out in **Part C of Annexure 2** hereto ("**Schedule of Payments**"). The Parties agree that payment of each installment of the Sale Consideration within the timelines set out in the Schedule of Payment is the essence of this Agreement.
- 3.4 The Purchaser understands and acknowledge that any delay and/or default in payments of the Sale Consideration or any portion thereof by the Purchaser in accordance with the Schedule of Payments will adversely affect execution of the Project Breathe as envisaged by the Developer, and such delay and/or default would adversely affect the interests of other purchasers who have joined, or will, from time to time join the Scheme to purchase the Plots and such delay and/or default would constitute a material breach of this Agreement.

4 PAYMENTS

- 4.1 All payments to be made by the Purchaser under this Agreement shall be made by way of cheque or demand draft drawn on any scheduled bank in favour of the Developer, payable at Bangalore or by direct electronic fund transfer to the Developer's bank account, details of which are provided below:

Anand Azco Infracon India Private Limited

Account No.: 3411197963

Bank: Kotak Mahindra Bank

Branch: Koramangala, Bangalore

RTGS / IFSC Code: KKBK0000424

with an intimation to the Developer along with details in respect of such fund transfer.

- 4.2 In the event of any cheque given by the Purchaser to the Developer towards any payment under / in relation to this Agreement, being dishonored for the first time, the Purchaser shall be liable to pay a sum of Rs. 1000/- (Rupees One Thousand) to the Developer in addition to the amount due on such Due Date within 7 (Seven) days of such cheque being dishonored. It is agreed by the Parties that the amounts that may become payable by the Purchaser to the Developer under this Clause 4.2 are in the nature of liquidated damages payable only on account of dishonor of cheques as stated above and are not penalties. The payment of the amounts specified in this Clause 4.2 is without prejudice to any other right or remedy available to the Developer under this Agreement or Applicable Laws in relation to such dishonour, including the right of the Developer to terminate this Agreement in terms hereof.

5. DELAY OR DEFAULT IN PAYMENTS

- 5.1 In the event of any delay or default by the Purchaser in paying any portion of the Sale Consideration in terms of this Agreement within their respective Due Dates for any reason whatsoever, without prejudice to any other rights or remedies available to the Developer under this Agreement or Applicable Law, the Developer (for and on behalf of the Developer and the

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Owner), at its sole discretion, shall be entitled to issue a notice to the Purchaser seeking payment by the Purchaser of the amounts in default or arrears ("**Outstanding Amounts**") along with interest at the rate of 1.5% (One Point Five) percent per month on the Outstanding Amounts, such interest being calculated from the applicable Due Dates till the date of actual receipt by the Developer of the entire Outstanding Amount along with interest as aforesaid. Out of any payment made by the Purchaser to the Developer, the Developer shall be entitled to first adjust interest due as stated hereinabove and adjust the balance amount towards the Outstanding Amounts. After the Developer appropriating payments made by the Purchaser as stated above, if there is any shortfall in the amount required to meet the payment of Outstanding Amounts or interest thereon, the Purchaser shall be required to forthwith make up for such shortfall without any obligation on the Developer to demand payment of the same from the Purchaser. Acceptance of the Outstanding Amounts or any portion thereof along with interest due thereon, shall not be considered as a waiver of any of the rights and remedies available to the Developer under this Agreement or Applicable Laws for any breach or subsequent breach by the Purchaser, including the right to terminate this Agreement.

5.2 In the event of the Purchaser failing to pay the Outstanding Amounts along with interest within 45 (Forty Five) days of the Developer serving notice in writing as stated above in Clause 5.1 the Developer, at its sole discretion, shall be entitled to terminate this Agreement and also secure payment by the Purchaser to the Developer of the amount specified in **Part F of Annexure 2** hereto by providing a termination notice of 15 (Fifteen) days, in writing. The aforementioned amount payable by the Purchaser to the Developer is in the nature of liquidated damages being reasonable pre-estimate of the losses which the Developer is expected to incur on account of the breach of Clause 5.1 of this Agreement committed by the Purchaser and is not in the nature of penalty.

5.3 In addition to the liquidated damages mentioned above, the Purchaser shall also be liable to pay to the Developer the interest that has accrued on the Outstanding Amounts and remaining unpaid. The Developer shall be entitled to deduct the above mentioned liquidated damages payable under Clause 5.2 and other payments under foregoing portion of this Clause 5.3 from and out of the monies till then paid by the Purchaser to the Developer. Immediately upon termination of this Agreement, the Developer shall be entitled to deal with the Villa Plot in any manner as it may determine at its sole discretion, including by way of sale to any third party, without any further reference to the Purchaser. The balance amount, if any, of the monies till then paid by the Purchaser to the Developer remaining with the Developer after deductions there from by the Developer as stated above, shall be paid to the Purchaser within 30 (Thirty) days of the sale of the Villa Plot to a third party and only upon receipt from such third party of the consideration there for. Notwithstanding the foregoing, if the sale consideration received from third party purchaser for conveyance of the Villa Plot and the Purchaser's Villa is not higher than or equal to the consideration agreed to be paid by the Purchaser herein and the Construction Agreement, the Developer reserves the right to wait for such period of time till it finds a buyer who would be willing to buy the Villa Plot and the Purchaser's Villa at a price equal to or more than the amounts agreed to be paid by the Purchaser under this Agreement and the Construction Agreement. Once the Developer has received from the new buyer an amount equal to or more than the amount till then paid by the Purchaser, the Developer shall refund to the Purchaser the amount till then paid by the Purchaser after deducting the amounts due to the Developer under this Clause, interest payable or paid for delayed payments and all Statutory Levies till then incurred by the Developer.

5.4 Notwithstanding anything to the contrary contained in this Agreement, the Construction Agreement or elsewhere, any delays / defaults committed by the Purchaser in making any

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payments under this Agreement and/or the Construction Agreement within the timelines specified hereunder or there under, as the case may be, may result in delay in completion of construction of the Project Breathe and/or the Purchaser's Villa. Such delay in completion of construction may result in delay in execution of the Sale Deed and delivery of possession of Villa Plot and Purchaser's Villa to the Purchaser. In such event, notwithstanding anything to the contrary contained elsewhere, the Owner and the Developer shall not be liable to the Purchaser in any manner whatsoever for any such delay in execution of the Sale Deed or delivery of possession of the Villa Plot and the Purchaser's Villa.

6. PLAN SANCTIONS

- 6.1 The Developer has obtained the Approved Plan for the Layout. Subject to Applicable Laws, the Developer shall be entitled to carry out such variations to or modifications in the Approved Plan or designs or specifications, as may be required by the Developer during the construction of the Project Breathe, or as required by any Governmental Authority, or such other change otherwise deemed necessary by the Developer due to site requirements or constraints or for any other reason, without however altering the total area of the Villa Plot.
- 6.2 The provisions in relation to building plans and required approvals in relation to the Purchaser's Villa to be constructed on the Villa Plot in terms of the Construction Agreement are specified in the Construction Agreement.
- 6.3 The Owner and the Developer will be entitled to apply to the APA for the civic amenity sites available in the Project Land for themselves and make use of the same as determined by the Developer at its sole discretion and subject to such terms as may be specified by the APA and the Purchaser shall not be entitled to object to such application and use of the civic amenity sites as determined by the Developer;

7. DEVELOPMENT

- 7.1 In view of the nature of the Scheme, it is imperative and absolutely essential that the Purchaser secures construction of Purchaser's Villa only by the Developer for the successful implementation of the Scheme. The Owner and the Developer have agreed to convey the Villa Plot to the Purchaser based on the undertaking of the Purchaser that the Purchaser will get Purchaser's Villa constructed only through the Developer on the terms and conditions specified in the Construction Agreement.
- 7.2 On completion of construction of the Purchaser's Villa by the Developer and upon the Developer informing the Purchaser that the Purchaser's Villa is ready for handover, the Purchaser, within 15 (Fifteen) days of such intimation by the Developer, shall make all payments due under this Agreement as set out in **Part C of Annexure 2** and also all payments due under Construction Agreement and all other agreements pertaining to the Purchaser's Villa executed by the Parties hereto. Thereafter, the Purchaser shall take conveyance of the Villa Plot and possession of the Purchaser's Villa in terms of this Agreement and Construction Agreement.
- 7.3 In the event of the Purchaser failing to make all payments and take conveyance of the Villa Plot in his favour in terms hereof, the Purchaser shall be liable to pay or bear all the consequential expenses, power demand charges from the date of the connection, taxes/levies/charges, increase in income tax payable by the Owner and or the Developer due to delay in taking conveyance and such amounts shall be paid by the Purchaser to the Developer before the execution of the Sale Deed. This shall be without prejudice to any other right or remedy available to the Developer under this Agreement or Applicable Laws in relation to such breach by the Purchaser, including the right of the Developer to terminate this Agreement in terms hereof

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- 7.4 The date stipulated in the Construction Agreement for delivery of the Purchaser's Villa is subject to variation on account of Force Majeure or acts of God or labour issues, government orders/restriction/controls and other reasons which are beyond the control of the Developer and the in such event, the Developer shall have no liability under the Agreement to Sell / the Construction Agreement.
- 7.5 The Developer shall make commercially reasonable efforts to obtain electrical, sanitary and water connections from the relevant authorities within the stipulated date. However, the Developer shall under no circumstances be responsible for any delays in obtaining the same and to this effect, the Purchaser shall not be entitled to claim any damages/losses, etc. in whatsoever manner from the Developer on these grounds or for reasons incidental to the said grounds.
- 7.6 Common Areas and Common Amenities
- 7.6.1 The Common Areas and Common Amenities proposed to be provided by the Developer in the Project Breathe are listed in **Annexure 4** hereto. All the owners of Plots and Villas shall be entitled to use and enjoy the Common Areas and Amenities subject to the terms specified herein and by the Developer or the Owners' Association, from time to time.
- 7.7 Reconstruction of Purchaser's Villa
The Purchaser covenants that in the event of the Purchaser's Villa being demolished or destroyed due to any reason after handover of possession of the Purchaser's Villa to the Purchaser in terms of the Construction Agreement, the Purchaser, at his/her cost, will be entitled to reconstruct the same with same specifications as specified for the Purchaser's Villa in the Construction Agreement and without changing the elevation and colour scheme, and within the footprint, of the Purchaser's Villa as initially constructed by the Developer and in accordance with the bye-laws of the Association.
- 7.8 Club
- 7.8.1 The Developer shall construct a private club with a clubhouse and other facilities for the use of owners of the Plots and Villas in the Project Breathe ("**Club**") on the plot, identified for the club house in the Approved Plan ("**Club Plot**"). It is expressly agreed and acknowledged by the Purchaser that, subject to Clause 7.8.4 below, the Developer & Owner shall be the owner of the Club Plot and the Club House.
- 7.8.2 The Club will be run by the Developer or any operator that the Developer may appoint from time to time on such terms and conditions as it may deem fit at its sole discretion. Subject to payment of all fee/charges as specified in Clause 7.8.3 below, the Purchaser, by virtue of acquiring ownership over the Villa Plot and the Purchaser's Villa, shall be entitled to become member of the Club.
- 7.8.3 The Purchaser shall be bound by the rules and regulations of the Club as may be prescribed by the management of the Club from time to time and shall pay such fees / charges as may be levied by the Club as applicable to all members of the Club. Subject to Clause 7.8.4 below, the rules and regulations of the Club and the rates of fees shall be as determined from time to time by the Developer or its nominee / Club operator.
- 7.8.4 The Developer shall transfer the ownership of the Club Plot and the Club to the Owners' Association by transferring proportionate undivided interest in the Club Plot and the Club to all owners of the Villa Plots in the Project Breathe, which shall be determined and specified in the sale deed that may be executed in respect of the Villa Plot pursuant to this Agreement. Pursuant to such transfer of proportionate undivided interest in the Club Plot and Club to all owners of the Villa Plots, in any further conveyance of the particular Villa Plot, the proportionate undivided interest shall also be transferred by the Purchaser under the same instrument of conveyance to the same transferee and the Purchaser shall not be entitled to convey them separately.

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7.8.5 Pursuant to transfer of the Club Plot and Club in terms of Clause 7.8.4 above, the Owners' Association shall be entitled to run the Club on such rules and regulations, as it may adopt and the Developer shall have no obligations or liabilities in this regard.

8 POSSESSION AND ACCESS

8.1 The possession of the Villa Plot and the Purchaser's Villa shall be handed over to the Purchaser on execution and registration of the Sale Deed in respect of the Villa Plot in terms hereof, after completion of construction of the Purchaser's Villa and after the Purchaser has paid all amounts due and payable by the Purchaser under / in relation to this Agreement and the Construction Agreement and other agreements executed pursuant to the aforesaid agreements. On execution and registration of the Sale Deed and delivery of possession to the Purchaser of:

- (a) Villa Plot in terms hereof, the Purchaser shall be the owner and be in exclusive possession, of the Villa Plot; and
- (b) Purchaser's Villa, the Purchaser shall be entitled to vacant and exclusive possession of the Purchaser's Villa, together with a right to use and enjoyment of the Villa Plot on which the Purchaser's Villa is constructed, to the exclusion of all other owners of other Villa Plots and Villas in Project Breathe.

8.2 The Purchaser hereby agrees that the Developer shall at all times be entitled to free access through the common areas in the Project Land for the purpose of undertaking the development of the Project Land and / or development in additional land, if any.

9. COVENANTS OF THE OWNER AND THE DEVELOPER

The Owner and the Developer covenant and undertake to the Purchaser as herein below:

- 9.1 The Villa Plot shall be conveyed to the Purchaser free from any kind of attachment, encumbrance, Court or acquisition proceedings or charges;
- 9.2 Subject to rights of the Developer under the JDA, the Owner is the sole and absolute owner of the Project Land and that its title thereto is good, marketable and subsisting and it has the power to convey the same;
- 9.3 The Owner and the Developer agree to do and execute all acts, deeds and things, as may be required under Applicable Laws and are commercially reasonable for more fully assuring the title of the Purchaser to the Villa Plot;
- 9.4 The Owner and/or the Developer will pay all taxes, rates and cess in respect of the Villa Plot up to the date of issuance of notice to the Purchaser to take possession of the Purchaser's Villa in terms hereof; and
- 9.5 On and from the date of registration of the Sale Deed or handover of possession, whichever is earlier, the Purchaser and his family members shall have the right to use the Common Areas and Common Amenities and roads in the Layout. The above right to use the Common Areas and Common Amenities and roads shall be subject to similar rights of all other owners of the Plots and Villas in the Project Breathe and the regulations that may be laid down by the Developer / Owners' Association from time to time to ensure the safety and security of the Project Breathe and the owners / occupants thereof.
- 9.6 The Owner and Developer shall handover the original title documents pertaining to the Project Land to the Owner's Association.

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10. COVENANTS OF THE PURCHASER

The Purchaser covenants and undertakes with the Owner and the Developer as follows:

- 10.1 The Purchaser shall not be entitled to claim (i) possession or conveyance of the Villa Plot; or (ii) possession of the Purchaser's Villa to be constructed, until the Purchaser fulfills and performs all his/ obligations, including but not limited to obligations relating to payment of monies, under this Agreement, the Construction Agreement and all other agreements executed pursuant to the aforesaid agreements;
- 10.2 The Purchaser acknowledges right of the Developer to develop the Project Land in a phased manner as provided herein, and the Developer's right to receive the consideration under this Agreement, has entered into this Agreement; and
- 10.3 The consideration agreed herein is based on the mutual negotiations between the Purchaser and the Developer and the Purchaser shall have no right to renegotiate the Sale Consideration based on the consideration being paid by any other purchaser/s or for any other reasons whatsoever.
- 10.4 Transfer and Assignment
- 10.4.1 The Purchaser shall not be entitled to transfer/assign his rights under this Agreement in favour of any person except with the prior written consent of the Developer and payment of a transfer fee set out in **Part D of Annexure 2** hereto. Subject to the foregoing, it is clarified that the Purchaser shall not be entitled to transfer / assign his rights under this Agreement in terms of this Clause to any person unless he transfers / assigns his rights under the Construction Agreement to the same person, in terms thereof and such transfer/rights under both this Agreement and the Construction Agreement shall take effect simultaneously.
- 10.4.2 For the purpose of Clause 10.4, if the Purchaser is a company (public or private limited), any transfer of majority of the shares shall be deemed to be transfer and in case of partnership firm, any change in the constitution of the partners of such partnership shall be deemed to be transfer and in case of any association of persons, any change of associates of such association shall be deemed to be transfer, and in such situation transfer fee as applicable under Clause 10.4.1 shall become payable. However, in case of transfer from the Purchaser to his/her spouse, father, mother, son or daughter, the transfer fee shall not be applicable.
- 10.5 Maintenance
- 10.5.1 Subject to Applicable Laws, the Developer shall be entitled, whether by itself or its nominee or through any third party, to undertake the maintenance of the Common Areas and Common Amenities, and other facilities that may be provided in the Project Breathe for use in common by all owners of the Plots and Villas in the Project Breathe ("**Maintenance Services**"). As and when called upon by the Developer, the Purchaser shall execute a maintenance services agreement with the Developer or the entity undertaking the maintenance services, setting out the terms on which Maintenance Services would be provided. The Purchaser shall be liable to contribute towards proportionate maintenance charges as may be charged by the Developer / agency undertaking the maintenance, on the basis of the Built up Area of the Purchaser's Villa / the Plot in accordance with the terms of payment, as may be detailed in the maintenance services agreement. If required by the Developer, the Purchaser shall pay the maintenance charges in advance and shall also pay such sum, as may be determined by the Developer at its sole discretion and specified in the maintenance services agreement, as non-refundable deposit towards providing Maintenance Services. Such non-reundable deposit would be transferred to the Owners' Association as and when the Owners' Association undertakes the Maintenance Services. The maintenance charges

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towards maintenance of the Common Areas and Common Amenities and other facilities, provided at Project Breathe shall be payable by the Purchaser from the date the Purchaser's Villa is ready for occupation, whether possession of the same is taken or not. The maintenance charges are presently estimated at the rate specified in **Part E of Annexure 2** attached hereto and the Developer may revise the same from time to time by giving notice of the same to the Purchaser.

10.5.2 The Developer shall require the Owners' Association to take over the maintenance of the Common Areas and Common Amenities and thereafter, the Owners' Association shall be solely responsible for the same. Thereafter, the Owners' Association shall be obliged to maintain the Common Areas and Common Amenities. Thereafter, the Owners' Association, at its sole discretion, may fix the maintenance charges for maintenance of the Common Areas and Common Amenities, and other facilities that may be provided in the Project Breathe and the Purchaser shall be liable pay such maintenance charges to the Owners' Association.

10.5.3 After handing over of the maintenance responsibility by the Developer to the Owners' Association in terms of Clause 10.5.2 above, the Developer or the entity nominated by the Developer shall not be liable in any manner for maintenance of the Common Areas and Common Amenities, and other facilities that may be provided in the Project Breathe.

10.5.4 The Developer or any agency nominated by the Developer will have the exclusive right to erect and display advertising and signage generally within the common use facilities of the Layout for consideration or otherwise.

10.6 Tax and other payments

10.6.1 The Purchaser agrees to pay all the Statutory Levies in respect of the Villa Plot and the Purchaser's Villa to the Developer from the date Purchaser's Villa is ready for occupation under the Construction Agreement and after intimation of the same by the Developer as per Clause 7.2 above, whether possession of the Purchaser's Villa is taken by the Purchaser or not. The Purchaser shall also pay proportionate share of all outgoings and maintenance and general expenses such as insurance, municipal taxes and cess, electrical, domestic and non-domestic water tax, and all other charges for the common areas of the Project Land.

10.6.2 If any development and/or betterment charges or other levies are charged, levied or sought to be recovered by any local authority / municipal authority or other concerned Governmental Authority in respect of the Villa Plot at any time, the same shall be borne and paid by the Purchaser.

10.7 Obstruction free development

10.7.1 The Purchaser shall not hinder or obstruct the construction/development of / in the Project Land and/or any additional land that may be included in the Project Breathe, in any manner, either before or after taking possession of the Villa Plot and the Purchaser's Villa.

10.7.2 The Purchaser shall not in any manner obstruct or cause obstruction to any of the entries, exits or roads within / to / from the Project Breathe and /or any additional land that may be included in the Project Breathe 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.

10.8 Terms of Ownership and Usage

10.8.1 The Purchaser shall always be bound by the covenants and shall be bound to discharge the obligations, specified in **Annexure 3** pertaining to usage of the Villa Plot and the Purchaser's Villa, to which all owners of the Plots and Villas in Project Breathe are required to bind themselves.

10.8.2 The Purchaser agrees that the Villa Plot and Purchaser's Villa shall be used only as a private residence and shall not be used for any kind of commercial or semi commercial activities.

10.8.3 The Developer or the maintenance agency appointed by the Developer or the Owner's Association

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- shall have the right to install and maintain services which pass through the Plot till such time the maintenance of the Project is handed over to the Owner's Association.
- 10.8.4 **Additional Construction / Alteration:** Any additional construction in the Villa Plot or alteration or modification, whether structural or non-structural, to the Villa Plot shall be carried out in compliance with the covenants set out in **Annexure 3**.
- 10.8.5 **Intellectual Property Rights:** The Purchaser is fully aware and acknowledges, understands and agrees that the logo, mark and all intellectual property rights (i) of the Developer; or (ii) with regards to "Project Breathe", whether registered or unregistered ("**Developer's IP**"), are the sole and exclusive properties of the Developer and the Developer has all the rights therein / in relation thereto without any limitation or restrictions whatsoever and they will remain as the properties of the Developer forever. The Purchaser shall neither be entitled to nor shall he permit any other person to use the Developer's IP in any manner, shape or form. Upon violation of the Developer's IP rights by the Purchaser in any manner whatsoever, the Developer, in addition to injunctive relief, shall also be entitled to be compensated by the Purchaser fully for all losses and damage caused to the Developer, including all cost, charges and expenses incurred by the Developer in protecting its rights to the Developer's IP.
- 10.8.6 The Purchaser further agrees that either the Purchaser or any one claiming under or through him, shall not have the right to object to the use of common amenities as applicable to the Project Breathe by the Developer, including roads, right to draw water, sewerage, electricity lines, communications lines and cables as the case may be, for undertaking additional development in the Project Land and the additional land.
- 10.9 **Other Covenants**
- 10.9.1 The Villa Plot when conveyed shall not entitle the Purchaser to claim any rights other than for enforcing the right to:
- (i) construct and own the Purchaser's Villa within the Villa Plot;
 - (ii) enjoy the Villa Plot as the owner thereof; and
 - (iii) use the Common Areas and Common Amenities along with all other owners of the Plots and Villas in the Project Breathe;
- In terms of this Agreement / the Construction Agreement and other agreements executed pursuant to the aforesaid agreements.
- 10.9.2 The Purchaser has taken advice from his legal advisors and thereafter has entered into this Agreement.
- 10.10 **Owners' Association**
- 10.10.1 The Developer shall form an Owners' Association register, such association as a society under the Applicable Laws. Subject to Applicable Laws, the members of the Owners Association may formulate the rules and regulations on which the affairs of the Owners' Association may be conducted.
- 10.10.2 The Purchaser shall become a member of the Owners' Association as and when formed. The Purchaser shall comply with all the rules and regulation pertaining to all Common Areas and Common Amenities, facilities, equipment and Maintenance Services at the Project Breathe specified by the Developer or the Owners' Association, from time to time.
- 10.11 **Compliance with Applicable Laws**
- The Purchaser undertakes that he will be compliant with all Applicable Laws in relation to the purchase of the Villa Plot under this Agreement and in discharge of its obligations under this Agreement.

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11. SALE DEED

11.1 The Parties hereby agree that the Developer shall execute the Sale Deed conveying ownership over the Villa Plot together with the right to (a) sole and exclusive use of Villa Plot; and (b) use and enjoy the Common Areas and Common Amenities along with all other owners and occupants of the Villas and Plots in the Layout in favour of the Purchaser in terms hereof ("**Sale Deed**") on happening of the following:

- (i) On completion of construction of the Purchaser's Villa in terms of the Construction Agreement and on intimation by the Developer of its readiness to hand over the Purchaser's Villa to the Purchaser in terms of Clause 7.2 above; and
- (ii) On payments of all the amounts payable by the Purchaser to the Developer under this Agreement and the Construction Agreement and other agreements executed pursuant to the aforesaid agreements.

11.2 The Sale Deed shall be in such standard form as approved by the Developer.

12. TERMINATION AND CONSEQUENCES OF TERMINATION

12.1 Termination by the Developer: It is hereby agreed that the Developer (on its own behalf and for and on behalf of the Owner) shall be entitled to terminate this Agreement under the following circumstances:

- (i) In the event of any delay or default in payments by the Purchaser under and/or in relation to this Agreement, the Developer shall be entitled to terminate this Agreement in terms of Clause 5.2 above;
- (ii) If any breach of any terms and conditions of this Agreement by the Purchaser (other than those specified in Clause 12.1 (i) above) is not rectified within 15 (Fifteen) days from the date of receipt by the Purchaser of notice issued by the Developer seeking such rectification, then the Developer shall be entitled to forthwith terminate this Agreement. The consequence of termination of this Agreement in accordance with this Clause 12.1 (ii) shall be as specified in Clause 12.1 (iii) below;
- (iii) In the event of termination of this Agreement by the Developer in accordance with Clause 12.1 (ii) above, the Purchaser shall forthwith pay to the Developer on demand the amount specified in **Part F of Annexure 2** hereto. The aforementioned amount payable by the Purchaser to the Developer is in the nature of liquidated damages being reasonable pre-estimate of the losses which the Developer is expected to incur on account of the breach of this Agreement committed by the Purchaser and is not in the nature of penalty. In addition to the liquidated damages mentioned above, the Purchaser shall also be liable to pay to the Developer the interest that has accrued on the Outstanding Amounts and remaining unpaid. The Developer shall be entitled to deduct the above mentioned liquidated damages payable under this Clause and other payments under foregoing portion of this Agreement from and out of the monies till then paid by the Purchaser to the Developer. Immediately upon termination of this Agreement, the Developer shall be entitled to deal with the Villa Plot in any manner as it may determine at its sole discretion, including by way of sale to any third party, without any further reference to the Purchaser. The balance amount, if any, of the monies till then paid by the Purchaser to the Developer remaining with the Developer after deductions there from by the Developer as stated above, shall be paid to the Purchaser within 30 (Thirty) days of the sale of the Villa Plot to a third party and only upon receipt from such third party of the full consideration there for. Notwithstanding the foregoing, if the sale consideration received from third party purchaser for conveyance

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of the Villa Plot and the Purchaser's Villa is not higher than or equal to the consideration agreed to be paid by the Purchaser herein and the Construction Agreement, the Developer reserves the right to wait for such period of time till it finds a buyer who would be willing to buy the Villa Plot and the Purchaser's Villa at a price equal to or more than the amounts agreed to be paid by the Purchaser under this Agreement and the Construction Agreement. Once the Developer has received from the new buyer an amount equal to or more than the amount till then paid by the Purchaser, the Developer shall refund to the Purchaser the amount till then paid by the Purchaser after deducting the amounts due to the Developer under this Clause, interest payable or paid for delayed payments and all Statutory Levies till then incurred by the Developer.

12.2 **Termination by the Purchaser:** The Purchaser shall be entitled to terminate this Agreement under the following circumstances:

- (i) Subject to Clause 7.4, if any breach of any material terms and conditions of this Agreement is admitted by the Developer or established by the Purchaser is not rectified within 30 (Thirty) days from the date of receipt by the Developer of notice issued by the Purchaser seeking such rectification, then the Purchaser shall be entitled to forthwith terminate this Agreement.
- (ii) On such termination, the Developer shall, within 60 (Sixty) days from the date of such termination, refund the amounts received from the Purchaser (less interest paid or payable by the Purchaser for delayed payments and Statutory Levies)
- (iii) If notwithstanding a good and marketable title is not made out by the Vendor, the Purchaser is entitled to terminate this Agreement. On such termination, the Developer shall refund the amounts received from the Purchaser without any interest only after the sale of the Villa Plot to any Third Party.
- (iv) Upon termination of this Agreement under this Clause 12.2, the Developer shall have the right to sell the Villa Plot and the Purchaser's Villa to any third party without any further reference to the Purchaser.

12.3 **Survival**

The provisions of this Agreement which by their very nature survive termination of this Agreement shall continue to be binding on the Parties even after such termination.

12.4 **Co-terminus**

Notwithstanding anything to the contrary stated in this Agreement or elsewhere, it is agreed by the Parties that this Agreement shall be co-terminus with the Construction Agreement i.e., termination of either this Agreement in terms hereof or the Construction Agreement in terms thereof, shall result in automatic termination of the other agreement that is surviving.

13. MISCELLANEOUS

13.1 **Stamp Duty / Registration Charges**

The stamp duty and registration charges payable on this Agreement, the Sale Deed and any other documents to be executed under or in relation to this Agreement, shall be borne and paid for by the Purchaser.

13.2 **Dispute Resolution**

Except as otherwise specifically provided in this Agreement, the following provisions apply if a Dispute arises between the Parties.

- (i) A Dispute will be deemed to arise when one Party serves on the other Party a "**Notice of Dispute**".

Indra Hotels (Mysore) Pvt. Ltd. (Owner) <i>(Represented herein by its Attorney, Anand Azco Infracon India Pvt. Ltd.),</i>	Mr. Mrs. (PURCHASER/S)	Anand Azco Infracon India Pvt. Ltd. (DEVELOPERS)
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- (ii) The Parties agree that they will use all reasonable efforts to resolve any Disputes between themselves through negotiations. Any Disputes arising under or in connection with this Agreement which could not be settled by Parties through negotiations, within a period of 30 (Thirty) days from the date of service of the Notice of Dispute, shall be finally settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 as may be in force from time to time.
- (iii) The Parties shall appoint a sole arbitrator acceptable to both the Parties within 30 (Thirty) days of service of a Notice of Dispute on a Party. In the event the Parties are unable to agree on a sole arbitrator within the time frame specified above, the arbitrator shall be appointed in terms of the provisions of the Arbitration and Conciliation Act, 1996;
- (iv) The venue of arbitration shall be in Bangalore, India; and
- (v) All proceedings shall be conducted in English and a daily transcript in English shall be prepared. The decision of the arbitrator shall be final and binding on the Parties. The arbitrator shall endeavour to complete the arbitration proceedings within 90 (Ninety) days from the date of his appointment.
- (vi) The Parties shall be entitled to have the disputes under this Agreement and the Construction Agreement clubbed in the same arbitration proceedings.

13.3 Notice

All notices or other communications required or permitted to be delivered or given hereunder shall be in writing and shall be delivered by hand or sent by Registered Post Acknowledgement Due, certified or express mail of reputable courier service with Acknowledgement Due and shall be deemed delivered or given when so delivered by hand, or if mailed, 3 (Three) business days after mailing and 2 (Two) business days in the case of express mail or courier service. The notices and communication to each of the Parties shall be sent at the following address:

If to the Purchaser:

The address mentioned in **Part B of Annexure 1** attached hereto

If to the Owner:

Indra Hotels (Mysore) Pvt. Ltd.
No. 29/1, H.M.Strafford, 7th Cross, Vasanth Nagar, Bangalore

If to the Developer:

Anand Azco Infracon India Pvt. Ltd.
Pragati Mansion, #12, 3rd Floor,
5th A Block, Koramangala,
Bangalore – 560 095

13.4 Waiver And Amendment

No modification, amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by all the Parties. No failure or delay by any Party in exercising any right, power, or remedy under this Agreement, except as specifically provided herein, shall operate as a waiver of any such right, power or remedy.

13.5 Severability

If any provision of this Agreement or the application thereof to any person or circumstance is or becomes invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such provision of this Agreement shall be valid and enforceable to the fullest extent permitted under Applicable Law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision that is valid and enforceable and most nearly gives effect to the original intent of the unenforceable provision.

Indra Hotels (Mysore) Pvt. Ltd. (Owner) (Represented herein by its Attorney, Anand Azco Infracon India Pvt. Ltd.),	Mr. Mrs. (PURCHASER/S)	Anand Azco Infracon India Pvt. Ltd. (DEVELOPERS)
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13.6 Entire agreement

Except as otherwise agreed between the Parties, this Agreement, the Construction Agreement and all other agreements executed by the Parties pursuant to the aforesaid Agreements, if any, together constitute the whole agreement between the Parties relating to the subject matter hereof and supersedes any and all prior understanding, arrangement, agreement, letters of whatever nature relating to such subject matter. This Agreement and the Construction Agreement shall be read together and their provisions shall be construed and interpreted harmoniously.

13.7 Governing law

This Agreement shall be governed by the laws of India. Subject to Clause 13.2 above, the courts in Bangalore alone shall have exclusive jurisdiction to deal with all matters under / relation to this Agreement.

13.8 Set off

Notwithstanding anything to the contrary contained elsewhere, the Developer shall be entitled at all times to set off any amount owing at any time from the Purchaser against any amount payable at any time by the Developer to the Purchaser pursuant to this Agreement.

13.9 Rights Cumulative

All remedies available to the Parties, whether under this Agreement or conferred by statute, law, common law, custom, trade, or usage are cumulative and not alternative and may be enforced successively or concurrently. Any remedy or right conferred on the Parties for breach of this Agreement shall be in addition to and without prejudice to all other rights and remedies available to it.

13.10 Counterparts

This Agreement shall be executed simultaneously in two copies each of which shall be deemed an original and shall represent one and the same transaction. The Developer shall retain one copy and handover the other copy on which the stamp duty is paid to the Purchaser.

Indra Hotels (Mysore) Pvt. Ltd. (Owner) (Represented herein by its Attorney, Anand Azco Infracon India Pvt. Ltd.),	Mr. Mrs. (PURCHASER/S)	Anand Azco Infracon India Pvt. Ltd. (DEVELOPERS)
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SCHEDULE A

All that piece and parcel of immovable property being residentially converted lands bearing:

- (i)** Sy. No. 2/1 admeasuring Nil Acre 23 Guntas; Sy. No. 9/5 admeasuring Nil Acre 23 Guntas.
- (ii)** Sy. No. 2/2 admeasuring Nil Acre 24 Guntas; Sy. No. 2/6 admeasuring 1 Acre 24 Guntas.
- (iii)** Sy. No. 3/1 admeasuring 2 Acres.
- (iv)** Sy. No. 3/2 admeasuring 2 Acres 8 Guntas; Sy. No. 8/1 admeasuring 2 Acres 8 Guntas; Sy. No. 8/2 admeasuring 1 Acre; Sy. No. 9/7 admeasuring 1 Acre 10 Guntas.
- (v)** Sy. No. 4/1 admeasuring 3 Acres 11 Guntas; Sy. No. 4/2 admeasuring 1 Acre 34 Guntas.
- (vi)** Sy. No. 9/6 admeasuring 1 Acre 3 Guntas.
- (vii)** Sy. No. 24 admeasuring 1 Acre 27.5 Guntas.

totally admeasuring an extent of **19 Acres 35.5 Guntas** and situated at Bilchikkanahalli Village, Sarjapur Hobli, Anekal Taluk, Bangalore

The Parties hereto have signed this Agreement on the date specified in Part A of Annexure 1 at Bangalore in the presence of the witnesses attesting hereunder:

For and on behalf of **Indra Hotels (Mysore) Pvt. Ltd.**, represented herein by its attorney, Anand Azco Infracon India Private Limited (i.e. The Developer) acting through its Authorized Signatory, constituted under the Power of Attorney dated 22/06/2013

Authorized Signatory

For and on behalf of **Anand Azco Infracon India Pvt. Ltd.:**

Authorized Signatory

PURCHASER/S:

Name/s: Mr.

Mrs.

Witness 1:

NAME:
ADDRESS:

Witness 2:

NAME:
ADDRESS:

Indra Hotels (Mysore) Pvt. Ltd.
(Owner)
(Represented herein by its Attorney,
Anand Azco Infracon India Pvt. Ltd.),

Mr. Mrs.
(PURCHASER/S)

Anand Azco Infracon India Pvt. Ltd.
(DEVELOPERS)

ANNEXURE 1

PART A		
Date of the Agreement	:	
PART B		
Name(s) of the Purchaser(s) [with father's name]	:	
Address of the Purchaser(s)	:	
E-Mail	:	
Contact Details	:	
PART C		
Description of the Villa Plot		
Plot No.	:	Plot No. and proportionate undivided interest in the Club and Club Plot.
Area of the Plot	:	square feet
Boundaries	:	East by : West by : North by : South by :

Indra Hotels (Mysore) Pvt. Ltd. (Owner) <i>(Represented herein by its Attorney,</i> <i>Anand Azco Infracon India Pvt. Ltd.),</i>	Mr. Mrs. (PURCHASER/S)	Anand Azco Infracon India Pvt. Ltd. (DEVELOPERS)
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ANNEXURE 2

PART A																	
Sale Consideration (in Rs.)	:																
PART B																	
Details of Advance Paid																	
Advance (in Rs.)	:																
Date of Payment	:																
Details of Cheque / Demand Draft	:																
PART C																	
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Sl. No.</th> <th style="width: 60%;">Stage/ Time</th> <th style="width: 30%;">Amount Payable</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td>Booking Amount and signing of Allotment Letter</td> <td></td> </tr> <tr> <td style="text-align: center;">2.</td> <td>On Signing of Agreement to Sell and Construction</td> <td></td> </tr> <tr> <td style="text-align: center;">3.</td> <td>For Plinth</td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table>			Sl. No.	Stage/ Time	Amount Payable	1.	Booking Amount and signing of Allotment Letter		2.	On Signing of Agreement to Sell and Construction		3.	For Plinth				
Sl. No.	Stage/ Time	Amount Payable															
1.	Booking Amount and signing of Allotment Letter																
2.	On Signing of Agreement to Sell and Construction																
3.	For Plinth																
PART D																	
Transfer fee payable on transfer / assignment of the Agreement to Sell	:	Rs 100 per sq ft on BUA															
PART E																	
Maintenance Charges	:	Rs 3.50 per sq ft per month on BUA for 2 years to be paid in advance at the time of handover or registration of the Unit, whichever is earlier.															
PART F																	
Liquidated Damages	:	5% (Five percent) of the Outstanding amounts payable by the Purchaser till the date of termination, subject to a minimum of Rs. 25,000 (Rupees Twenty Five Thousand only).															

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ANNEXURE 3
RIGHTS, COVENANTS AND OBLIGATIONS OF THE PURCHASER

Subject to the terms and conditions specified in the foregoing provisions of the Agreement, each purchaser of the Plots and Villas in Project Breathe (including the Purchaser) shall be entitled to the following rights, bound by the following covenants and shall have the following obligations;

1. Each Plot and Villa situated thereon shall for all purposes constitute heritable and transferable immovable property.
2. Owner of a Plot and Villa situated thereon may transfer his Plot and Villa situated thereon by way of sale, mortgage, lease, gift, exchange or in any other manner whatsoever in the same manner to the same extent and subject to the same rights, privileges, obligations, liabilities, legal proceedings and remedies as any other immovable property, or make a bequest of the same under the Applicable Laws to the transfer and succession of immovable property.
3. Any sale of Plot and Villa situated thereon shall be effected in full and not in portions thereof.
4. An owner of Plot and Villa situated thereon shall be entitled to apply for and obtain separate khata and assessment of property tax and other similar taxes and levies by appropriate municipal and other relevant authorities in respect of such Plot and Villa situated thereon.
5. No owner of a Plot and Villa situated thereon shall do / cause to be done any act or deed on / Within such Plot and Villa situated thereon or within the Project Breathe which would jeopardize the safety of any of the structures in the Project Breathe, reduce the value thereof or impair any easement or hereditament thereof.
6. Owners of the Plots and Villas situated thereon shall mandatorily take up membership of the Owners' Association, as and when formed. Each such owner shall comply strictly with the bye-laws that may be prescribed by the Developer and the Owners' Association, as and when formed, and with the administrative rules and regulations adopted pursuant thereto, as may be amended from time to time by the Developer or the Owners' Association. Failure to comply with any of the same shall be a ground for an action for damages or injunctive relief or both maintainable by the Developer or Owners' Association, as applicable.
7. Each purchaser of the Plots and Villas shall be entitled to use the Common Areas and Common Amenities with the purpose for which they are intended without hindering or encroaching upon the lawful rights of the other purchasers of Plots and Villas and on such terms and conditions as may be stipulated from time to time by the Developer and the Owners' Association, as and when formed.
8. The necessary work of maintenance of the Common Areas and Common Amenities and the repair and replacement of the facilities and equipments therein and the making of any additions or improvements thereto shall be carried out only by the Developer or the Owners' Association, as and when formed.
9. No owner of a Plot and Villa situated thereon may exempt himself from the obligation and the liability for his contribution for the common expenses/charges towards the Common Areas and Common Amenities by waiver of the use or enjoyment of any of the Common Areas and Common Amenities or the facilities and equipments provided in the Project Breathe, or by abandonment or non-usage of his Villa.
10. Any non-payment of the maintenance charges or any share of common expenses/charges chargeable and as assessed by the Developer or the Owners' Association for the use and maintenance of the Common Areas and Common Amenities or the facilities and equipments provided therein, by any purchaser in respect of his Plot and Villa shall constitute a charge on such

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- Plot and Villa prior to all other charges, except only charge, if any, for payment of Government and municipal taxes.
11. Each owner of Plot and Villa situated thereon acknowledges that the rights and obligations set out in this Annexure are also applicable to owners of other Plots and Villas situated thereon and by acquiring ownership of his Plot and Villa situated thereon, he is deemed to have expressed his no objection and consent to owners of all other Plots and Villas situated thereon to exercise their rights specified in this Annexure.
 12. The terms and conditions of the Agreement including this Annexure shall continue to be binding on all successors-in-title to each Plot and Villa situated thereon.
 13. In case of any conflict between any of the provisions of the Agreement (other than this Annexure) and any of the clauses of this Annexure, the provisions of the Agreement shall prevail over the latter
 14. The Purchaser and all persons authorized 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 and passages in the Project Breathe. The earmarked exclusive areas shall, however, be available to the Developer or its representatives when necessary for attending to any repairs; maintenance and/or clearing overhead/underground water tanks;
 15. The Purchaser shall, without prejudice to similar rights of other owners of the Plots and Villa in the Project Breathe, also have the following rights:
 - a) The right to uninterrupted passage of water, gas, electricity, sewerage etc., from and to the Purchaser's Villa 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 Project Breathe or any part thereof;
 - b) The right to lay cables or wires for radio, television, telephone and such other installations through designated conduits, ducts and shafts, in any part of the Project Breathe, however, recognizing and reciprocating such rights of the other owners of the Plots and Villas in the Project Breathe;
 16. The Purchaser shall not interrupt passage of water, gas, electricity, sewerage, cable etc., 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 Villa Plot / Purchaser's Villa or Project Breathe or any part thereof and shall not violate rights of the owners of other Plots and Villas in the Project Breathe, which are similar to rights of the Purchaser under Paragraph 15 above;
 17. The Purchaser shall not at any time, carry on or suffer to be carried on in the Purchaser's Villa or any part thereof any noisy, offensive or dangerous activity which may be or become in any way a nuisance, annoyance or danger to the Developer or the other owners or occupiers of the Plots and Villas in the Project Breathe or other developments in the Project Land, or which may tend to depreciate the value of the said Villas or other developments in the Project Land or any part thereof;
 18. The Purchaser shall use the Purchaser's Villa only for private residential purposes and shall not be Put to use for any kind of commercial or semi commercial use including but not limited to use as a guest house or as a serviced villa;
 19. The Purchaser shall not put up any hoarding, name plates, sign-boards, graffiti etc., in places other than that may be demarcated and allotted by the Developer for such purposes;
 20. The Purchaser covenants that the Purchaser shall comply with all the rules and regulation pertaining to electrical installations, generators, fire safety equipments and services, pollution Control and general safety equipments and services of the Project Breathe;

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21. After the maintenance of the Project Breathe is handed over to the Owners' Association in terms of this Agreement, 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 fire equipments, fire protection systems, their supporting equipments, pollution control and other general safety equipments, related facilities and services;
22. The Purchaser shall not dispose waste / refuse arising in / from the Villa Plot and the Purchaser's Villa in any place other than the places designated therefore;
23. The Purchaser shall not make any additions or alterations or cause damage to any portion of the Purchaser's Villa including front boundary and not to change the location of the toilets, kitchens or plumbing lines, the external colour scheme/elevation/facade/decor of the Project Breathe;
24. The Purchaser shall not alter or subscribe to the alteration of the name of the Project, which shall always be known as "Breathe".
25. The Purchaser shall not, without the prior written permission of the Developer or the Owner's Association, as and when formed:
 - (a) Alter or modify the RCC framed structure or any part of the structure of the Purchaser's Villa;
 - (b) Any alteration or modification in the RCC framed structure or any part of the structure of the Purchaser's Villa shall be with the consent and as per the plan provided by the structural consultant, that may be appointed by the Developer or the Owner's Association, as the case may be;
 - (c) Alter or modify any part of the Purchaser's Villa, affecting elevation of the Purchaser's Villa;
 - (d) Alter or modify external colour scheme / external cladding of the Purchaser's Villa, affecting the elevation or appearance of the Purchaser's Villa;
 - (e) Undertake any new permanent / temporary construction in the Villa Plot;
 - (f) Alter or modify external services like PHE/Ext Electrical / Irrigation system under any circumstances;
 - (g) Alter or modify the front landscaping detailing in the Villa Plot;
 - (h) Alter the adjoining compound wall;
 - (i) Alter the car porch roof cover;
 - (j) Install or fix any additional booster pumps affecting water supply to owners of other plots in the Project Breathe;
 - (k) Alter or modify the doors / windows affecting the views and elevation of Purchaser's Villa;
 - (l) Alteration / modification of front or other side boundaries of the Villa Plot.

In additional to prior written consent of the Developer and / or the Owner's Association, the Purchaser shall also obtain all necessary consents and no-objections that may be required under the Applicable Laws from any Government Authority, at his own costs.
26. The Purchaser shall not encroach any of the Common Areas and Common Amenities.

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ANNEXURE 4

COMMON AREAS AND COMMON AMENITIES

DEFAULT SPECIFICATIONS - COMMON AREAS
Grand main entrance with security room and compound wall with barbed wires on top of the Compound wall.
Combined asphalt and paver block driveways with green cover on either side of the driveway.
Covered storm water drains.
Street lights with adequate common area lighting.
Underground electrical, plumbing and drainage lines for common areas and individual sites.
Sewerage Treatment Plant (STP), Rain Water Harvesting and Water Softener Plant.
100% power back-up for common areas.
Beautifully landscaped gardens with water bodies.
Paved Garden walk and Joggers/Walker trails.
Outdoor play area for children.
DEFAULT SPECIFICATIONS – CLUBHOUSE
Swimming pool with toddler's pool.
A well equipped gymnasium.
Indoor play area for children.
Steam/Sauna/Jacuzzi.
Squash court.
Table Tennis and other indoor games.
Pool/Billiards table.
Tennis Court and Basket Ball post.
Coffee Bar with Library/Reading Rooms.
Dance/Aerobics floor.
Multipurpose Hall and Guest Rooms.
Audio Video Lounge.
Convenience Store.
Outdoor party area with barbeque pits.

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ANNEXURE 5
LIST OF SALE DEEDS

Sl. No.	Survey No.	Extent (Acre-Guntas)	Sale Deed Particulars
1.	2/1	0-23	Sale Deed dated 08.01.2007 registered on 17.01.2007 as Document No. 30459 of 2006-07 in Book-I and stored in CD No. ANKD186, in the Office of the Sub-Registrar, Anekal.
	9/5	0-23	
2.	2/2	0-24	Sale Deed dated 19.03.2012 registered on 19.03.2012 as Document No. 6540 of 2011-12 in Book-I and stored in CD SRJD98, in the office of Sub-Registrar, Sarjapura.
	2/6	1-24	
3.	3/1	2-0	Sale Deed dated 19.03.2012 registered on 19.03.2012 as Document No. 6533 of 2011-12 in Book-I and stored in CD No. SRJD98, in the Office of Sub-Registrar, Sarjapura.
4.	3/2	2-8	Sale Deed dated 08.01.2007 registered on 17.01.2007 as Document No. 30462 of 2006-07 in Book-I and CD No. ANKD186, in the Office of Sub-Registrar, Anekal.
	8/1	2-8	
	8/2	1-0	
	9/7	0-25	
5.	4/1	3-11	Sale Deed dated 19.03.2012 registered on 19.03.2012 as Document No. 6538 of 2011-12 in book-I and stored in CD No. SRJD98, in the Office of Sub-Registrar, Sarjapura.
	4/2	1-34	
6.	9/6	1-3	Sale Deed dated 19.03.2012 as Document No. 6537 of 2011-12 in Book-I and stored in CD no. SRJD98, in the Office of Sub-Registrar Sarjapura.
7.	9/7	0-25	Sale Deed dated 20.01.2010 registered on 20.01.2010 as Document No. 3296 of 2009-10 in Book-I and stored in CD No. SRJD32, in the Office of Sub-Registrar, Sarjapura.
8.	24	1-27.5	Sale Deed dated 19.03.2012 registered on 19.03.2012 as Document No. 6531 of 2011-12 in Book-I and stored in CD No. SRJD98, in the Office of Sub-Registrar, Sarjapura.

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ANNEXURE 5
LIST OF SALE DEEDS

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	9/5	0-23	
10.	2/2	0-24	Sale Deed dated 19.03.2012 registered on 19.03.2012 as Document No. 6540 of 2011-12 in Book-I and stored in CD SRJD98, in the office of Sub-Registrar, Sarjapura.
	2/6	1-24	
11.	3/1	2-0	Sale Deed dated 19.03.2012 registered on 19.03.2012 as Document No. 6533 of 2011-12 in Book-I and stored in CD No. SRJD98, in the Office of Sub-Registrar, Sarjapura.
12.	3/2	2-8	Sale Deed dated 08.01.2007 registered on 17.01.2007 as Document No. 30462 of 2006-07 in Book-I and CD No. ANKD186, in the Office of Sub-Registrar, Anekal.
	8/1	2-8	
	8/2	1-0	
	9/7	0-25	
13.	4/1	3-11	Sale Deed dated 19.03.2012 registered on 19.03.2012 as Document No. 6538 of 2011-12 in book-I and stored in CD No. SRJD98, in the Office of Sub-Registrar, Sarjapura.
	4/2	1-34	
14.	9/6	1-3	Sale Deed dated 19.03.2012 as Document No. 6537 of 2011-12 in Book-I and stored in CD no. SRJD98, in the Office of Sub-Registrar Sarjapura.
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