

PROFORMA

:SREE:

:AGREEMENT TO SELL:

THIS AGREEMENT TO SELL IS MADE AND EXECUTED ON THIS THE _____ DAY OF _____, YEAR TWO THOUSAND SEVENTEEN (____/____/2017):

:BETWEEN:

(1) **Smt.MUNIYAMMA**, Aged about 64 years, Wife of Sri.Krishnappa, Daughter of late M.Abbaiiah Alias Abbayappa, (2) **Smt.RENUKAMMA**, Aged about 58 years, Daughter of Sri.Krishnappa and Smt.Muniyamma, (3) **Sri.VIJAYA KUMAR.D.K.**, Aged about 47 years, Son of Sri.Krishnappa and Smt.Muniyamma, (4) **Smt.LAKSHMAMMA**, Aged about 53 years, Wife of Sri.Boraja, Daughter of late M.Abbaiiah Alias Abbayappa, (5) **Sri.B.MANJUNATH**, Aged about 37 years, Son of Sri.Boraja, (6) **Sri.B.PURUSHOTHAM**, Aged about 34 years, Son of Sri.Boraja, (7) **Smt.RENUKAMMA**, Aged about 58 years, Wife of late Sri.Krishnappa (predeceased son of late M.Abbaiiah Alias Abbayappa), (8) **Smt.NAVANEETHA**, Aged about 35 years, Daughter of late Sri.Krishnappa, (9) **Smt.K.VIJAYALAKSHMI**, Aged about 31 years, Daughter of late Sri.Krishnappa, (10) **Smt.MAMATHA SAMPATH**, Aged about 27 years, Daughter of late Sri.Krishnappa, (11) **Smt.K.SOWMYA**, Aged about 28 years, Daughter of late Sri.Krishnappa, (12) **Smt.ANUSUYAMMA** Alias **ANUSUYA**, Aged about 53 years, Wife of Sri.Nagappa, Daughter of late M.Abbaiiah Alias Abbayappa, (13) **Sri.SOMESH.N.**, Aged about 34 years, Son of Sri.Nagappa, (14) **Sri.RAMESH**, Aged about 32 years, Son of Sri.Nagappa, (15) **Smt.N.RUPA**, Aged about 28 years, Son of Sri.Nagappa, (16) **Sri.SURESH**, Aged about 28 years, Son of Sri.Nagappa, (17) **Smt.CHELUVAMMA**, Aged about 45 years, Daughter of late M.Abbaiiah Alias Abbayappa, (18) **Smt.H.SHWETHA**, Aged about 27 years, Daughter of Sri.Hemanth, (19) **Smt.H.CHAITRHA** Alias **CHAITHRA**, Aged about 25 years, Daughter of Sri.Hemanth and (20) **Smt.H.SHRUTHI**, Aged about 22 years, Daughter of Sri.Hemanth, All are at Nagondanahalli Village, Whitefield Post, Krishnarajapuram, BANGALORE. All are represented by their General Power of Attorney Holder : **M/s.NVT QUALITY LIFESTYLE PROJECTS PVT. LTD.**, A Company incorporated under the Companies Act, 1956, Having its Registered Office at CAP 1, Export Promotion Industrial Park, Near ITPL, Whitefield, BANGALORE-560 066. Represented by its Directors : (1) **Sri. VIVEK GARG**, Aged about 38 years and (2) **Sri.TANUJ GARG**, Aged about 35 years.

hereinafter called the **"FIRST PARTY/OWNERS"**

(which expression shall wherever the context so requires or admits, mean and include the all their respective legal heirs, successors, executors, administrators, representatives and assigns etc.) **OF THE FIRST PART:**

:AND:

M/s. NVT QUALITY LIFESTYLE PROJECTS PVT. LTD., A Company incorporated under the Companies Act, 1956, Having its Registered Office at CAP 1, Export Promotion Industrial Park, Near ITPL, Whitefield, BANGALORE-560 066. Represented by its Directors : (1) **Sri. VIVEK GARG**, Aged about 38 years and (2) **Sri.TANUJ GARG**, Aged about 35 years. (Duly authorized vide Board Resolution dated 15/02/2014).

hereinafter called the **“SECOND PARTY/DEVELOPERS”**

(Which expression wherever it so requires shall mean and include all its successors and assigns etc.,) **OF THE SECOND PART:**

:AND:

[If the Purchaser/s is a company]

M/s._____,
(CIN No._____),
A Company incorporated under the provisions
of the Companies Act, 2013,
[Central Act 18 of 2013), as the case may be],
Having its Registered Office at:

_____,
_____.

And its Corporate Office at :

_____,
_____.

Represented by its Authorized Signatory:

Mr._____
Authorized vide Board Resolution dated _____.

hereinafter referred to as the **“PURCHASER/S”**

(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) **OF THE THIRD PART:**

[OR]

[If the Purchaser/s is a Partnership]

M/s. _____,

A Partnership Firm,

Registered under the Indian Partnership Act, 1932
(Central Act 9 of 1932),

Having its Principal Place of Business at:

_____,

_____.

Represented by its Authorized Partner:

Mr. _____

Authorized vide _____.

hereinafter referred to as the **“PURCHASER/S”**

(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its partners, their respective heirs, legal representatives, administrators, executors and permitted assignees etc.,) **OF THE THIRD PART:**

[OR]

[If the Purchaser/s is an Individual]

Mr. / Mrs. _____,

Aged about ____ years,

Son/Daughter of Mr. _____,

Residing at:

_____,

_____.

hereinafter referred to as the **“PURCHASER/S”**

(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, legal representatives, administrators, executors, successors-in-interest and permitted assignees etc.) **OF THE THIRD PART:**

[OR]

[If the Purchaser is a HUF]

Mr. / Mrs. _____,

For Self and as the Kartha of the
Hindu Joint Mitakshara Family known as
_____ HUF,

Having its Place of Business / Residence at:

_____,
_____.

hereinafter referred to as the **“PURCHASER/S”**

(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 etc.)

OF THE THIRD PART:

[Please insert details of other Purchaser(s), in case of more than one Purchaser]

WITNESSETH:

WHEREAS the Properties measuring (1) 1 Acre in Sy.No.117/1, (2) 00 Acre 32 Guntas in Sy.No.117/2, (3) 00 Acre 32 Guntas in Sy.No.117/3, (4) 1 Acre 26 Guntas in Sy.No.117/4, (5) 1 Acre 01 Gunta (excluding 4 Guntas Kharab) in Sy.No.117/5 and (5) 1 Acre 20 Guntas in Sy.No.118, totally measuring 6 Acres 31 Guntas (excluding 4 Guntas Kharab) all situated at Nagondanahalli Village, Krishnarajapuram, Hobli, Bangalore East Taluk, duly converted for non-agricultural residential purposes vide Orders of The Deputy Commissioner, Bangalore District, Bangalore, bearing No.ALN(EKHW)SR.132/2011-12 dated 27/02/2012 and No.ALN(EKHW)SR.133/2011-12 dated 24/02/2012, hereinafter referred to as 'Larger Property', was originally owned and possessed by the Sellers herein alongwith Sri.M.Abbaiiah alias Abbayappa, Son of late Sri.Muniyappa and his wife Smt.Muthamma and in a partition held between themselves in terms of a Partition Deed dated 27/09/2013 registered as Document No.03786/2013-14 in Book-I and stored in C.D.No.HLSD86, in the Office of the Sub-Registrar, Ulsoor, Bangalore, the said 'Larger Property' was partitioned, wherein portions of the said 'Larger Property' measuring 6 Acres 20 Guntas (excluding 4 Guntas Kharab) in Sy.Nos.117/1, 117/2, 117/3, 117/4, 117/5 and 118, situated at Nagondanahalli Village, Krishnarajapuram Hobli, Bangalore East Taluk and duly converted for non-agricultural residential purposes vide Orders of The Deputy Commissioner, Bangalore District, Bangalore, bearing No.ALN(EKHW)SR.132/2011-12 dated 27/02/2012 and No.ALN(EKHW)SR.133/2011-12 dated 24/02/2012, was allotted the shares of the Sellers herein and the balance 00 Acre 11 Guntas in Sy.Nos.117/1, 117/2, 117/3, 117/4, 117/5 and 118 of Nagondanahalli Village, was allotted to the share of Sri.M.Abbaiiah alias Abbayappa, Son of late Sri.Muniyappa and his wife Smt.Muthamma and since then the Sellers started enjoying the said extent as absolute owners and all the revenue records disclose the names of Sellers as owners in possession and enjoyment of the said extent and they have paid revenue taxes regularly and upto date.

WHEREAS the Sellers being interested of developing the Schedule 'A' Property, entrusted the same to the Developers herein for development of the same into Residential Apartment Buildings in terms of a Joint Development Agreement dated 24/02/2014 registered as Document No.10054/2013-14 in Book-I and stored in C.D.No.KRID516, in the Office of the Senior Sub-Registrar, Krishnarajapuram, Bangalore and an irrevocable General Power of Attorney of even date registered as Document No.442/2013-14 in Book-I and stored in

C.D.No.KRID516, in the Office of the Senior Sub-Registrar, Krishnarajapuram, Bangalore, in terms contained therein.

WHEREAS subsequently the Sellers and Developers decided to develop the Schedule 'A' Property into a Villa Development instead of developing the same into Residential Apartments and accordingly they entered into a Supplemental Deed of the Joint Development Agreement dated 05/07/2016 registered as Document No.1944/2016-17 in Book-I and stored in C.D.No.MDPD184, in the Office of the Senior Sub-Registrar, Mahadevapura, Bangalore and also executed a Supplemental Deed to the irrevocable General Power of Attorney of even date registered as Document No.86/2016-17 in Book-I and stored in C.D.No.MDPD184, in the Office of the Senior Sub-Registrar, Mahadevapura, Bangalore.

WHEREAS the Developers by virtue of the powers conferred upon them under the aforesaid Development Agreement dated 24/02/2014, Supplemental Deed to the Joint Development Agreement dated 05/07/2016, Irrevocable General Powers of Attorney dated 24/02/2014 and 05/07/2016, formulated a scheme of development of the Schedule 'A' Property into a residential enclave consisting of Villas having attached private gardens, with common amenities such as internal roads, pathways, parks, play area and a Clubhouse and secured a Development Plan from Bruhat Bangalore Mahanagara Palike bearing No.AD.COM/MDP/489/2016-17 dated 30/03/2017 after relinquishing an extent of 28 Guntas in favour of Bruhat Bangalore Mahanagara Palike (which was a condition precedent for sanction of approvals) in terms of a Relinquishment Deed dated 08/01/2015 registered as Document No.4684/2014-15 in Book-I and stored in C.D.No.HLSD110, in the Office of the Additional District Registrar, Bangalore District, Bangalore and thereby the net area available for development being 4 Acres 31 Guntas. The Developers got the said extent of land assessed for municipal property taxes from Bruhat Bangalore Mahanagara Palike, Mahadevapura Range, Bangalore and the Bruhat Bangalore Mahanagara Palike assessed the said extent in the Schedule 'A' Property for municipal property taxes vide its Special Notice dated 29/02/2016 and registered the names of some of the Sellers as khatedars vide Khata Certificate dated 06/12/2016 and property taxes are paid upto date.

WHEREAS pursuant to the said Development Plan, the Developers have secured Building Construction Plans from the Bruhat Bangalore Mahanagara Palike vide L.P.No._____ dated _____, for construction of Villas comprising of Ground, First and Second Floors and a common Club House for benefit of all the owners/occupants of the development in Schedule 'A' Property and the entire development is identified as '**NVT LIFE SQUARE**'.

WHEREAS the Developers have formulated a scheme of ownership of the Villas in '**NVT LIFE SQUARE**' being developed on the Schedule 'A' Property, wherein any person desirous of owning a Villa, is required to construct and own or purchase the proportionate undivided share, right, title, interest and ownership in the Schedule 'A' Property in the form of a demarcated plot by entering into an Agreement to Sell with the Sellers, by virtue of which, such buyer gets a right to get constructed the corresponding Villa in '**NVT LIFE SQUARE**' selected by the buyer only through the Developer. In the overall scheme, each of the owners of the Villas in '**NVT LIFE SQUARE**' will absolutely own the Villa with an exclusive right to enjoy the private garden attached to such Villa, undivided ownership over the land in Schedule 'A' Property and all the other common areas and amenities and this scheme forms the basis of the sale and ownership of the Villa in '**NVT LIFE SQUARE**' and the Developers, based on the plans, built-up area have worked out the proportion of undivided share to be sold/transferred, the area of the private garden attached to each Villa.

WHEREAS the Sellers and the Developers have entered into an Allocation Agreement dated _____ in terms of which the Sellers and the Developers have mutually identified and earmarked the Villas in '**NVT LIFE SQUARE**' falling into their respective shares and the Sellers and Developers are entitled to deal with/dispose of the Villas falling into their

respective shares together with corresponding undivided share in the land in Schedule 'A' Property in terms of Joint Development Agreements.

WHEREAS the Real Estate Regulatory Authority has registered the Project vide Registration No. _____ dated _____ in accordance with the provisions of section 5 of the Real Estate (Regulation and Development) Act, 2016 hereinafter referred to as **'the Act'** and created a webpage on the website of the Authority [Insert webpage details].

WHEREAS the Purchaser/s herein after due verification and scrutiny, being satisfied with the title of the Sellers to Schedule 'A' Property and with the scheme propounded by the Sellers and Developers and sanctions obtained by them is/are interested in owning an Unit described in Schedule 'C' in the Project by joining the scheme aforesaid.

WHEREAS the Purchaser/s applied for allotment of an Unit in the Project vide Application bearing No. _____ dated _____ and has been allotted Unit No. _____ having Built-up Area measuring _____ Sq.Ft, with a garden area(including the plinth area) of _____ Sq. Ft., as permissible under the applicable law and of *pro rata* share in the common areas ("**Common Areas**") as defined under clause (n) of Section 2 of the Act.

WHEREAS the Purchaser/s hereby confirm/s that he/she/they is/are executing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project and after taking legal advice and after having gone through all the terms herein and understanding the rights and obligations and Disclosures made by Sellers and Developers and contained herein. The Purchaser/s is/are aware and consented that the Common Areas, amenities and facilities in the Project shall be ultimately maintained by the Association of Unit Owners in the Project.

WHEREAS 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 willing to enter into this Agreement on the terms and conditions appearing hereinafter.

WHEREAS in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Sellers/Developers /Promoter hereby agree to sell and the Allottee/Purchaser/s hereby agree/s to purchase the Property specified in para above.

WHEREAS the Sellers and Developers have hence offered to sell Schedule 'B' Property and construct for Purchaser/s and deliver Schedule 'C' Unit free from all encumbrances and the Purchaser/s accepted the said offer and agreed to purchase the Schedule 'B' Property and construct and own Schedule 'C' Unit free from all encumbrances for consideration mentioned herein. The Sellers and Developers have agreed to convey Schedule 'B' Property and/or Schedule 'C' Property subject to Purchaser/s complying with the terms and conditions of this Agreement and payment to the Sellers/Developers all the amounts detailed in this Agreement. The Common areas will be transferred to an Association envisaged herein.

WHEREAS the **Schedule 'B' and 'C' Properties** are part of the areas allotted to the share of the Developers and hence consideration stipulated herein and all other amounts payable by the Purchaser/s under this Agreement shall belong to Developers.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES 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) Rules, 2017 where the context so requires;
- (b) **“Agreement”** shall mean this agreement to sell the Schedule “B” Property and construction of the Schedule “C” Unit, 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;
- (d) **“Association or Association of Unit Owners or Owners Association”** shall all mean the same, being the Association of Unit Owners to be formed by the Sellers and Developers, in respect of the Project in the form of a Company or Trust or Society or in the form of any other entity;
- (e) **“Association Agreement”** shall mean the Maintenance Agreement between the Association and the service provider for maintenance of the Common Areas, Amenities and Facilities in the Project;
- (f) **“Balance Sale Consideration”** shall mean any part of the sale consideration which has not been paid and is required to be paid under this Agreement in terms of the instalments set out in terms of Annexure-1 hereto, each of which individually also being Balance Sale Consideration and collectively also referred to as Balance Sale Consideration.
- (g) **“Balance Cost of Construction”** shall mean any part of the Cost of Construction which has not been paid and is required to be paid under this Agreement in terms of the instalments in the payment plan in terms of Annexure-2 hereto, each of which individually also being Balance Cost of Construction and collectively also referred to as Balance Cost of Construction.
- (h) **“Completion Period”** shall mean the 00/00/20XX or such extended time as provided in Clauses herein, before which the Sellers and Developers would have applied for and/or secured the ***Occupancy Certificate/Occupancy Certificate for any of the Block/s in Project or the Project]***.
- (i) **“Commencement Certificate”** shall mean license and plan sanctioned by the approving Authority and bearing.
- (j) **“Common Areas of the Project”** shall mean and include areas demarcated and declared as the common areas of Project;
- (k) **“Common Amenities & Facilities of the Project”** shall mean and include those amenities and facilities of the Project as detailed in this Agreement.
- (l) **“Force Majeure”** shall mean the occurrence of one or more of the following events:-

- i) war,
 - ii) flood,
 - iii) drought,
 - iv) fire,
 - v) cyclone
 - vi) earthquake
 - vii) any other calamity caused by nature.
- (m) **“Interest”** means the rate of interest payable by the Sellers and Developers or the Purchaser/s, as the case may be in terms of this Agreement which is to be calculated at prevailing interest rate of State Bank of India highest Marginal Cost of Lending Rate (MCLR) plus 2%.
- (n) **“Local 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 Electricity Supply Company Ltd., (BESCOM) of Karnataka Electricity Supply Company Ltd., (KPTCL), Water Supply and Sewerage Board (WSSB), 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 Schedule “A” Property;
- (o) **“Occupancy Certificate”** means the occupancy certificate or partial occupancy certificate or such other certificate by whatever name called, issued by the Authority confirming completion of the Project and pursuant thereto permitting occupation of such block/s of building /units for which the occupation certificate is issued;
- (p) **“Other Costs Charges and Expenses”** shall mean all the amounts set out in Annexure-3 hereto, which amounts the Purchaser/s is/are required to pay in addition to the Sale Consideration, Cost of Construction and Statutory Payments.
- (q) **“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;
- (r) **“Payment Plan”** shall mean the payments of instalments payable by Purchaser under Annexures-1 to 3 hereto. Each of which individually also being Payment Plan and collectively also referred to as Payment Plan;
- (s) **“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;
- (t) **“Plan” or “Sanctioned Plan”** shall mean the building plan, which is approved by the Local Authority prior to start of the Project ;
- (u) **“Project”** shall mean and include completion of construction of Project in Schedule “A” Property.
- (v) **“The Project Account”** shall mean the account opened in ____ Bank, ____ Branch standing in the name of the Sellers and Developers.

- (w) **“Promoter”** shall mean both Sellers and Developers either jointly or severally.
- (x) **“Unit Owners/Owners”** shall mean any owner or owners of Units in the Project;
- (y) **“Sale Deed”** shall mean the deed of sale to be executed by the Sellers and Developers, for legally conveying the absolute right, title and interest in the Schedule “B” Property and the Schedule “C” Unit on the terms and conditions contained therein under the Scheme;
- (z) **“Schedule “A” Property”** shall mean the land on which the Project is being developed by the Sellers and Developers and more fully described in the Schedule “A” hereto;
- (aa) **“Schedule “B” Property”** is the undivided share of the land described in Schedule “A” corresponding to the Schedule “C” Unit more fully set out in the Schedule “B” hereto in the form of a demarcated plot;
- (bb) **“Schedule “C” Unit ”** is the Unit which is being constructed under the Scheme and more fully described in the Schedule “C” hereto by the Sellers and Developers for the Purchaser/s;
- (cc) **“Statutory Payments”** shall mean statutory charges including Goods and Service Tax (“GST”) as applicable from time to time, which will be payable by the Purchaser in addition to the Sale Consideration, Cost of Construction and Other Cost Charges and Expenses, under this Agreement;

2) **AGREEMENT TO SELL AND CONSTRUCT:**

That in pursuance of the aforesaid agreement and in consideration of the Purchaser/s agreeing to participate in the scheme of development and paying the consideration stipulated for sale of Schedule ‘B’ Property and the cost of construction of Schedule ‘C’ Unit and all applicable taxes, charges, etc., agreed to be paid in terms of this agreement and subject to the Purchaser/s complying with all the terms herein, the Sellers and Developers hereby agree to sell and the Purchaser/s hereby agree to purchase the Property described in Schedule ‘B’ herein consisting of an undivided share, right, title, interest and ownership in the land in Schedule ‘A’ Property in the form of a demarcated plot and further the Sellers and Developers hereby agree to construct for the Purchaser/s the Unit in Schedule ‘C’ Property in terms of the scheme envisaged as above.

3) **CONSIDERATION FOR SALE OF SCHEDULE ‘B’ PROPERTY:**

The Sellers and Developers shall sell and the Purchaser/s shall purchase the Property described in Schedule ‘B’ herein for the consideration stipulated in **Annexure-1** attached hereto with right to construct and own the Unit described in Schedule ‘C’ herein. The Purchaser/s agree/s to pay the consideration stipulated in Annexure-1 in terms stated therein to the Developers.

4) **COST OF CONSTRUCTION OF SCHEDULE ‘C’ UNIT :**

The Sellers and Developers hereby agree to construct the Unit described in Schedule 'C' herein for and on behalf of the Purchaser/s at the cost stipulated in **Annexure-2** attached hereto. The cost of construction shall be paid by Purchaser/s to the Developers in terms of the payment schedule stipulated in Annexure-2 attached hereto.

5) PAYMENT OF APPLICABLE TAXES AND OTHER CHARGES:

That in addition to payments stipulated in Annexures-1 & 2 referred to above, the Purchaser/s shall pay the Developers all the applicable taxes and other charges detailed in **Annexure-3** attached hereto which shall be paid as and when demanded by the Developers in terms stated therein.

6) PAYMENT TOWARDS SALE OF SCHEDULE 'B' PROPERTY AND COST OF CONSTRUCTION OF SCHEDULE 'C' PROPERTY, ETC.:

6.1) The Purchaser/s has/have paid the Developers the Booking amount mentioned in Annexures-1 & 2 as part payment and balance shall be payable to the Developers as detailed in the Annexures-1 to 3 and payment in terms of Annexures is the essence of this agreement and under no circumstance there shall be delay in payment of the balance sale price and cost of construction. The payments under Annexures-1 to 3 shall be paid by the Purchaser/s within fifteen days of Developers sending a demand for payment of such instalments. Any delay in payment affects the development in the Schedule 'A' Property and would also affect the interest of other purchasers who have joined the scheme of development from time to time.

6.2) All payments shall be made by cheque/s or demand draft/s or wire transfer drawn in favour of Developers or as directed by Developers. In case any Cheque/s issued by the Purchaser/s is/are dishonoured for any reason in respect of the payments in Annexures-1 to 3, the Purchaser/s is/are not only liable for lawful action, but also be liable to pay the charges collected by the Bank.

6.3) The consideration for sale of Schedule 'B' Property and the cost of construction of Schedule 'C' Property and other amounts are fixed by the parties hereto by mutual consent/negotiations and the Purchaser/s shall have no right to renegotiate any of the amounts fixed under this agreement. The Total Price is escalation-free, save and except increases which the Purchaser/s hereby agree/s to pay, due to increase on account of development charges payable to any authority and/or any other increase in charges which may be levied or imposed by the authorities from time to time. The Developers undertake and agree that while raising a demand on the Purchaser/s for increase as aforesaid, the Developers will enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Purchaser/s, which shall be applicable on subsequent payments.

6.4) The Developers may allow, in its sole discretion, a rebate for early payments of installments payable by the Purchaser/s, by discounting such early payments at the rates as shall be decided by the Developers from time to time for the period by which the respective installment is advanced. The provision for allowing the rebate and such rate of rebate shall be subject to revision/withdrawal, without giving any notice, at the sole discretion of the Developers.

6.5) The Purchaser/s shall not be entitled to question the cost at which the Sellers or Developers sell remaining undivided share or cost of construction of other Units in **the Project** for others and the quantum of deposits and other sums referred to above. The Sellers/Developers shall be free to determine and agree upon the cost of sale, construction, payment of other sums and specifications for others. The Purchaser/s shall have no right to question the same.

6.6) In the event of delay/default by the Purchaser/s to pay the balance sums in terms of Annexures-1 to 3 for any reason, the Purchaser/s is/are liable to pay interest on delayed payments from due date till payment. If the payments are not made within two months of notice of demand, the Sellers/Developers shall be entitled to terminate this Agreement.

6.6.1) In the event of breach by the Purchaser/s of any of the terms of this Agreement and same not being cured within a period of 30 days of notice of such breach, the Sellers/Developers shall be entitled to terminate this Agreement and on such termination the Sellers/Developers shall be entitled to the rights as provided in Clauses below in this Agreement.

6.7) In the event of termination as aforesaid, the Sellers/Developers, shall be entitled to forfeit Booking Amount being 10% of the total sale consideration and cost of construction reserved herein, and refund the balance, if any, within 60 (sixty) days from the date of termination. The statutory payments made by Purchaser/s will not be refunded.

6.8) Upon termination of this Agreement the Purchaser/s shall not have any claims over the Schedule 'B' Property and Schedule 'C' Unit and/or on Sellers/Developers. The Sellers/Developers shall be entitled to deal with Schedule 'B' and 'C' Properties as they may deem fit for their benefit without reference to the Purchaser/s.

6.9) If the Purchaser/s has/have taken housing loan facility from any financial institution or the bank, then in that event based on the terms of such loan, after deduction of Booking Amount and interest liabilities, the balance amount 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 Developers and hand over the original of this Agreement that may be deposited by the Purchaser/s or cause the Purchaser/s to hand over this Agreement against the Sellers/Developers paying the amounts to the bank or any financial institution and the Sellers/Developers shall be entitled to deal with Schedule 'B' and 'C' Properties in any manner with a third party.

6.10) The Purchaser/s shall be solely responsible to deduct taxes at source at the rate of 1 per cent on the Total Sale Consideration, as required under section 194IA of the Income-tax Act, 1961 ("the IT Act") for each of the payments made towards the Total Sale Consideration and comply with the provisions of the IT Act. The Purchaser/s also undertake/s to issue a certificate of deduction of tax in Form 16B to the Sellers/Developers on or before 5th day of the subsequent month of deduction.

7) COMPLIANCE OF LAWS RELATING TO REMITTANCES:

7.1) The Purchaser/s, if a non resident of India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act 1999 (FEMA), Reserve Bank of India Acts & Rules (RBI) made there under or any other statutory amendments/modifications made thereof and all other applicable laws including that of remittance of payments, acquisition, sale, transfer of immovable property etc., and provide the Sellers/Developers with such permissions, approvals which would enable the Sellers/Developers to fulfill its obligations under this Agreement. The Purchaser/s agree/s that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by RBI, the Purchaser/s alone shall be liable for any action under FEMA. The Purchaser/s shall keep the Sellers/Developers fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser/s subsequent to the signing of this Agreement it shall be the sole responsibility of the Purchaser/s to intimate the same in writing to the Sellers/Developers immediately and comply with necessary formalities if any, under the applicable laws. The Sellers/Developers shall not be responsible for any third party making payments, remittances on behalf of any Purchaser/s and such third party shall not have any right in this application/allotment of the Schedule 'C' Unit in any way and the Sellers/Developers shall issue the payment receipts in favour of the Purchaser/s only.

7.2) In terms of the provisions of the Act, Sellers/Developers will deposit/has deposited portions of the amounts realised for the real estate project from the allottees/purchasers, from time to time, in a separate account maintained with a scheduled bank. The Purchaser/s specifically understand/s and consent/s that the Sellers/Developers are entitled and shall withdraw the amounts from the said account, in proportion to the percentage of completion of the project upon certification by an engineer, an architect and a chartered accountant in practice that the withdrawal is in proportion to the percentage of completion of the Project, and the Purchaser/s shall not raise any dispute in this regard whatsoever.

8) ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Purchaser/s authorize/s the Developers to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name/s as the Developers may in their sole discretion deem fit and the Purchaser/s undertake/s not to object/demand/direct the Developers adjust his/her/their payments in any manner.

9) LOAN:

9.1) If the Purchaser/s is/are desirous of obtaining a loan to finance the payments of the construction of the said Unit, the Purchaser/s shall at his/her/their own cost, expense, apply for such loan (hereinafter called 'the Loan') from a bank, housing finance Developer, housing finance society or a financial institution (hereinafter called 'the Financier') and execute all necessary forms and documents and pay all fees, legal costs, stamp duty expenses, etc., in respect thereof.

9.2) The Purchaser/s undertake/s to do all acts, things and take all steps that are required to get the loan amount disbursed and paid to the Developers without any delay and in the manner mentioned in this agreement.

9.3) Notwithstanding whether the loan is obtained or not, the Purchaser/s shall still be liable to pay to the Developers on the due dates, the relevant installments and all other sums due under this Agreement and in the event of any delay and/or default in payment of such amount/s, the Purchaser/s shall be liable to the consequences including payment of interest on the outstanding payments as provided in this Agreement.

9.4) If the Purchaser/s fail/s to obtain the Loan for any reasons whatsoever, the Sellers/Developers shall not in any way be liable to the Purchaser/s for any loss, damage, cost or expense howsoever arising or incurred and such failure to obtain the loan shall not be a ground for any delay in the payment or for any non-payment on due dates of any amounts set out in this Agreement.

9.5) The Purchaser/s shall indemnify and keep the Sellers/Developers, indemnified and harmless against the payments and observance and performance of all the covenants and conditions and any loss, damage or liability that may arise due to non-payment, non-observance or non-performance of the said covenants and conditions by the Purchaser/s as mentioned in the Agreement.

9.6) The Purchaser/s agree/s that in case the Purchaser/s opts for a loan arrangement with any financial institutions / banks, for the purchase of the Unit, the conveyance of the Said Unit in favour of the Purchaser/s shall be executed only upon the Sellers/Developers receiving "No Objection Certificate" from such financial institutions/banks from where the Purchaser/s has/have availed financial assistance for development of the said project.

9.7) The Purchaser/s shall be liable for the due and proper performance of all the terms and conditions of loan documents.

10) SPECIFICATIONS:

The Developers agree to construct the **Schedule "C"** Villa in **Schedule "B"** Property as per Specifications in **Schedule `D`** herein on behalf Purchaser/s as per the Plans seen and approved by the Purchaser/s and the Purchaser/s has/have expressly given consent and empowered the Developers for variations and/or modifications as the Developers may consider necessary or as may be required by plan sanctioning/other authorities to be made in such Plans or constructions as may be necessitated due to exigencies but without substantially altering the size of the Villa or its external dimensions. The Purchaser/s shall not seek for any modifications in the plans of the Villa at any time. In the event of Developers agreeing to modify the specifications, the same will be at mutually agreed cost and time lines. It is made clear that many of the materials used in development of **Schedule `A`** Property including in **Schedule `C`** Property includes marble, granite, wood, etc., and are natural materials and are subject to variations in tone, grain, texture, colour and other aesthetic features, which are beyond the control of the Developers and while the Developers agrees to use the quality materials available, they are unable to assure that the materials used in the villa would exactly match the samples shown with regard to said features. Similarly manufacturing materials such as marble, ceramic/vitrified tiles, anodized/powder coated aluminium, sanitary ware, etc, are subject to colour variations and warping due to the inherent manufacturing process and hence the finished product may have colour variations which are again beyond the control of the Developers. The Developers would be relying upon the manufacturers and suppliers for its raw materials, such as marble, granite, timber, tiles, aluminium, sanitary ware, etc., There is possibility that the materials specified and shown as samples may not be available at the time of construction and in such an event, the Developers reserves the right to substitute with equivalent alternative.

11) DISCLOSURES:

The Purchaser/s acknowledge/s and confirm/s that the Sellers/Developers have fully disclosed to the Purchaser/s as to the Sellers/Developers title and all approvals obtained by them for the development of the Project and the Purchaser/s has/have reviewed all of them and after having understood the implication thereof has entered into this Agreement and the Purchaser/s has/have agreed to all of the Disclosures and the Purchaser/s, expressly grant/s its consent and no objection to the Sellers/Developers to undertake every action as per Disclosures.

- a) The sale of Schedule `B` Property is to enable the Purchaser/s to own Schedule `C` Unit in Schedule `A` Property and not for any other purposes.
- b) That, the Sellers/Developers shall relinquish/surrender/transfer an extent of land to Bruhat Bangalore Mahanagara Palike in compliance of the terms of sanction of the Development Plan and shall also hand over to BESCO for providing a sub-station / electrical yard for the Project. The Sellers/Developers have also informed the Purchaser/s and the Purchaser/s is/are fully aware of that the FAR for the Project is inclusive of the FAR of the land area handed over but the distribution of the undivided share shall be from and out of the remaining land area in the Schedule `A` Property.
- c) The Common Amenities and Facilities and the Common Areas will be developed by Developers in terms of Specifications and are to be maintained by all the Owners of the Project in common irrespective of the location of such Common Area and the Common Amenities and Facilities in the Project.
- d) The Sellers/Developers shall be entitled to grant exclusive right to use and right to deal with Limited Common Areas disclosed hereinbelow to other Unit owners and the Purchaser/s has/have been made available details of the Limited Common Areas of

the Project and aware of the exclusive right of the use of such Limited Common Areas in the said the Project.

- e) That, the Common Area of the Project are subject to modifications thereto depending upon the technical feasibility and for the betterment of the Project.
- f) That, the Unit s can be used for residential purposes only in terms of the rules and regulation formulated by the Developers and/or the Association of Owners as well as the terms set out in the Association Agreement to be executed by the Association and the operator of the Common Area of the Project.
- g) The Developers have reserved the right to grant exclusive right of use and enjoyment of Limited Common Areas to such buyers who will be opting for the same, for which the Purchaser/s has/have no objection and on the other hand he/she/they declare/s and confirm/s that he/she/they is/are fully aware of the particulars of the Limited Common Areas.
- h) The computation of sale price and cost of construction includes cost of land share, cost of construction of Unit but also cost of common areas, internal development charges, external development charges, cost of providing all services, amenities and facilities.
- i) That, the Developers intends to avail financial facility from Banking and financial institutions and in view thereof, the Developers shall deposit the documents of title, evidences, deeds and writings in respect of the land with the Bank. The Bank/ Financial institution however shall provide its no objection to the Sellers/Developers to proceed with the execution of this Agreement. The undivided share agreed to be sold under this Agreement would be released from the charge of if the Purchaser/s take/s a loan or before the conveyance of the undivided share agreed to be sold in terms hereof, whichever is earlier.

12) CONSTRUCTION OF THE PROJECT/UNIT :

The Purchaser/s has/have seen the Specifications of the Unit and accepted the Floor Plan, Payment Plan and Specifications annexed along with this Agreement. The Developers shall develop the Project in accordance with all the approvals and the Specifications and shall not make any variation /alteration / modification in such plans without the consent of Purchaser/s and other purchasers as required under the Act. However the Sellers/Developers are entitled to effect minor additions/alterations as may be required by the Purchaser/s or minor changes/alterations as provided under the Act or by the local authorities.

13) COMPLETION OF THE PROJECT:

13.1) That in the absence of conditions relating to force majeure and/or breach by the Purchaser/s in compliance of the obligations under this Agreement, the Sellers/Developers will complete the Project within _____ with _____ months grace period.

13.2) The Sellers/Developers shall not be liable if they are unable to complete the Project and/or the Schedule 'C' Unit and deliver possession by the aforesaid date by reason of force majeure conditions and in such circumstances the Sellers/Developers shall be entitled to extension of time for completion and handing over possession of the Unit and common areas by such time as the Sellers/Developers may inform the Purchaser/s in writing and the monies till then paid by the Purchaser/s under this Agreement shall not be refunded or be entitled to any interest.

13.3) In case of any proven willful delay in delivery of the Unit for reasons other than what is stated above, the Sellers/Developers are entitled to a grace period of _____ months and if the delay persists, on demand being made by the Purchaser/s to withdraw from the Project, the Sellers/Developers shall return the amount received by them from the Purchaser/s along with interest at prevailing rate of State Bank of India highest marginal cost of lending rate plus two percent.

13.4) However, where Purchaser/s do not intend to withdraw from the project, he/she/they shall be paid interest at the rate of prevailing Interest rate of State Bank of India highest marginal cost of lending rate plus two percent by the Sellers/Developers for every month of delay, till the handing over of the possession. The interest payable by the Sellers/Developers to the Purchaser/s shall be from the date the Sellers/Developers received the amount or any part thereof till the date the amount or part thereof or interest is refunded.

Provided however:

- a) Such delay not being attributable to the reason/s mentioned in clauses above;
- b) The Purchaser/s has/have paid all the amounts payable as per this agreement and within the stipulated period and has not violated any of the terms of this Agreement;
- c) The delay is proved to be willful delay on the part of the Sellers/Developers . However, if the delay is on account of Purchaser/s seeking modifications in Schedule 'C' Property there is no liability on the Sellers/Developers to pay any damages as aforesaid.

14) DELIVERY OF UNIT :

14.1) The Developers after securing Occupancy Certificate from the plan sanctioning authorities intimate the Purchaser/s in writing by sending a copy of the Occupancy Certificate and to receive possession of the Unit. The Purchaser/s shall receive possession after payment of all the amounts due and payable by the Purchaser/s under this Agreement and obtain a Sale Deed from the Sellers and Developers in respect of Schedule 'B' and 'C' Properties with the time stipulated herein.

14.2) The Purchaser/s shall take possession of the Unit in Schedule 'C' herein after paying in full all the dues including various deposits mentioned in this Agreement and overdue interest, if any, within 60 days from the date of receipt of the notice of completion and Occupation Certificate issued by the plan sanctioning authorities.

14.3) The Purchaser/s upon taking possession of the Schedule 'C' Unit , shall be deemed to have accepted that the Schedule 'C' Unit as fully completed in all respects as per the Specifications and the Purchaser/s shall not have any claim against the Sellers/Developers for any items of work in the Schedule 'C' Unit which may be alleged as not carried out or completed by the Sellers/Developers .

14.4) The Purchaser/s shall be liable to bear and pay to the Developers the following expenses within 15 days after notice by the Sellers/Developers to the effect that the Schedule 'C' Property is ready for use and occupation by the Purchaser/s, irrespective of whether the Purchaser/s takes possession or not:

- Minimum electricity and water demand charges;
- Property taxes in respect of the Schedule 'C' Property and other outgoings and expenses incurred by the Sellers/Developers for maintenance of the Schedule 'C' Property;

- Purchaser's/s' share of common maintenance expenses i.e., proportionate share of insurance premium, wages for the persons appointed by the Sellers/Developers to manage and look after the Common Areas and facilities such as property manager, security guards, gardeners, plumbers, electricians, generator operators, sweepers etc., expenses incurred by the Sellers/Developers or the agency appointed for maintaining all the Common Areas and facilities including electricity charges, water charges, housekeeping consumables etc.;

14.5) In case the Purchaser/s default/s in receiving possession as aforesaid and/or complete the purchase, the Sellers/Developers are entitled to and Purchaser/s shall be liable to pay Rs.____/- (Rupees _____ Only) per sq. ft. of the carpet area as holding charges in addition to the amounts payable in the pervious para, which the Purchaser/s agree/s to pay the same on demand or before receiving possession of Schedule 'C' Unit . In case the Purchaser/s default/s in registering the Sale Deed and taking the possession beyond a period of 90 days from the date of issuance of notice of completion and Occupancy Certificate, the Sellers/Developers is/are entitled to terminate this agreement after forfeiture of Booking Amount of 10% and deal with the Schedule 'B' and 'C' Properties with third parties. Subsequently, the Sellers/Developers will refund the balance, if any, after adjusting all outstanding amounts, including interest on delayed payments, taxes and brokerage paid if any, after 60 days from the date of such termination.

15) **TITLE & TITLE DEEDS:**

The Purchaser/s has/have taken inspection of all title deeds relating to Schedule 'A' Property and after being satisfied to the title of the Sellers to the Schedule 'A' Property and Developers' right to develop Schedule 'A' Property and the sanctions obtained for development and construction has/have entered into this Agreement. The certified title deeds of the Schedule 'A' Property will be handed over to the Owner's Association upon its formation on sale of entire development.

The Purchaser/s has/have no objection for the Developers to create charge or mortgage on Schedule 'A' Property for raising funds to commence and complete the development and construction in the Schedule 'A' Property. However, the Developers alone are responsible for discharge of the said charge or mortgage before sale of Schedule 'B' Property is completed. The Developers agree to secure necessary No Objection Certificate from the lending Bank/Institution and furnish the same to the Purchaser/s at the time of conveyance of Schedule 'B' Property, confirming that Schedule 'B' Property being free from the said charge or mortgage.

16) **EXECUTION OF SALE DEED, STAMP DUTY, FEES ETC.,**

16.1) The Purchaser/s has/have borne the cost of stamp duty payable on this agreement and will also pay the registration fee, Legal Expenses, duty & taxes as applicable.

16.2) The Sellers agree to execute Sale Deed for sale of **Schedule 'B'** Property and Schedule **"C"** Property in favour of the Purchaser/s on compliance of the terms and payment of all sums mentioned herein. The Purchaser/s agree/s not to claim conveyance or possession till compliance of this Agreements. The parties hereto shall co-operate with each other for registration of the Sale Deed in pursuance of this agreement. The Sale Deed and its registration process shall be completed through the Developers' Counsel only and Purchaser/s is/are liable to pay the expenses and professional fees stipulated by the Developers in respect thereto and the Purchaser/s consent/s for the same.

16.3) The Sellers and Developers agree to execute the Sale Deed after fulfilment of the terms hereof and the Purchaser/s has/have agreed for the same.

16.4) The stamp duty, registration charges, prevailing at the time of registration of the sale deed, legal expenses and all other miscellaneous and incidental expenses for execution and registration of the Sale Deed including the Stamp Duty and Registration Fee that may be demanded by The Special Deputy Commissioner for Detection of Under Valuation of Stamps and other Authorities shall be borne by the Purchaser/s. In the event of the Sale Deed being referred to the authorities for adjudication of stamp duty and/or valuation of the Schedule 'B' and/or 'C' Properties, it is the responsibility of the Purchaser/s to attend to the same at his/her/their cost and secure release of the Sale Deed. The Sellers shall have no liability in respect thereto.

17) POSSESSION:

The Sellers and Developers will deliver and put the Purchaser/s in constructive possession of **Schedule 'B'** Property on execution of Sale Deed against payment of balance sale price stipulated herein, Maintenance Charges, Sinking Fund, One time Deposit for Facilities and Amenities etc., and compliance of all the terms in the Agreement. The completion of construction of **Schedule 'C'** Villa does not construe as delivery of possession of **Schedule 'B'** Property to the Purchaser/s in part performance of this Agreement.

18) KHATA TRANSFER:

The Purchaser/s is/are entitled to secure at his/her/their cost Municipal Khata of Schedule 'B' Property and Schedule 'C' Villa on purchase at his/her/their cost from the jurisdictional municipal/panchayath office and Sellers/Developers agree to sign necessary consent letters.

19) PROPERTY TAXES:

The Sellers/Developers will pay municipal property taxes in respect of Schedule 'B' Property and Schedule 'C' Villa till date of completion of sale or till expiry of ten days notice to the Purchaser/s as to the completion of the Schedule 'C' Villa, whichever is earlier. The Purchaser/s shall be liable to pay the said taxes and assessments thereafter.

20) REPRESENTATIONS AND WARRANTIES OF THE SELLERS & DEVELOPERS :

The Sellers/Developers hereby represent and warrant to the Purchaser/s as follows:

- a) The Sellers are the absolute owners of Schedule 'A' Property and have the requisite right to carry out development upon the Schedule 'A' Property and there are no encumbrances upon the said Schedule 'A' Property or the Project;
- b) The Sellers/Developers have lawful right and requisite approvals from the competent Authorities to carry out development of the Project;
- c) that there are no easements, quasi-easements, restrictive covenants or other rights or servitudes running with Schedule 'A' Property which affects the peaceful possession and enjoyment of Schedule 'A' Property;
- d) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Schedule 'A' Property and Unit are valid and subsisting and have been obtained by following due process of law.
- e) The Sellers/Developers have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Unit, which will, in any manner, affect the rights of Purchaser/s under this Agreement;

- f) At the time of execution of the conveyance deed the Sellers/Developers shall handover lawful, vacant, peaceful, physical possession of the Unit to the Purchaser/s and the Common Areas to the Association of the Purchaser/s;
- g) To the knowledge of the Sellers/Developers no notice from the Government or any other local body or Authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Sellers/Developers in respect of the said Land and/or the Project;
- h) In the event the Sellers/Developers default in payment of any of the outgoings collected from the Purchaser/s which are payable to the Government Authority, the Sellers/Developers shall be liable to pay such defaulted outgoings along with applicable penalties, even after the handover of Project to the Association;
- i) The Sellers/Developers have secured appropriate insurances relating to the development of the Project and will also pay insurance premiums until the completion of the Project.

21) REPRESENTATIONS AND WARRANTIES OF THE PURCHASER/S:

The Purchaser/s acknowledge/s that the Sellers/Developers have entered into this Agreement and agreed to purchase the Schedule 'B' Property, based on the representations and warranties set out below (the "**Purchaser Warranties**"):

- a) The Purchaser/s confirm/s that this Agreement upon execution, would constitute legal, valid and binding on the Purchaser/s;
- b) That the Purchaser/s confirm/s that the Purchaser/s has/have been furnished with all the details pertaining to the Disclosures made by the Sellers/Developers as detailed in this Agreement and after understanding the same, the Purchaser has entered into this Agreement and the Purchaser/s further confirm/s and agree/s that the Purchaser/s do not have and will not have any objection to the Sellers/Developers undertaking the works and benefits from such works.
- c) The Purchaser/s has/have been provided and has/have inspected the documents of title, relating to the Schedule 'A' Property belonging to the Sellers/Developers . The Purchaser/s has/have also studied the legal opinion furnished, the plan sanctions, specifications of the Project and the Disclosures. The Purchaser/s, after taking legal advice and after being satisfied with the title and having understood the plan sanctions, specifications of the Project and, the rights of the Sellers/Developers and the Disclosures made by the Sellers/Developers , has entered into this Agreement.
- d) The Purchaser/s is/are entering into this Agreement with full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Purchaser/s hereby undertake/s that he/she/they shall comply with and carry out, from time to time after he/she/they has/have taken over for occupation and use the said Unit , all the requirements, requisitions, demands and repairs which are required by any Competent Authority in respect of the Unit at his/her/their own cost. The Purchaser/s shall obtain permission in writing from the Sellers/Developers to visit the Schedule 'A' Property at the time of construction and follow all the safety standards and procedures required under law.

- e) The Purchaser/s is/are made aware of the Disclosures of the Sellers/Developers pertaining to the development of the Project and has/have consented to the same without having any objections.
- f) The Purchaser/s understand/s that Statements and presentations by Sellers/Developers regarding the development are made merely to provide honest perspective of its product and any reference/allusion to other neighbourhood developments, projects or facilities, ought not to be construed as binding legal promises or representations.
- g) The Purchaser/s has/have read and understood all the terms and conditions set out in this Agreement, understood the mutual rights and obligations and agree that some of the conditions set out in this Agreement, are necessary for the purpose of maintaining the quality, prestige and exclusivity of the Project and it is because of this reason that the Purchaser/s have approached the Sellers and Developers for acquiring the Said Unit. The Purchaser/s also confirm that the Purchaser/s has/have chosen to invest in the said Unit after exploring all other options of similar properties in the vast and competitive market and the Purchaser/s confirm/s that the said Unit to be suitable for the Purchaser/s Unit and therefore have voluntarily approached the Sellers and Developers for allotment of the said Unit.
- h) The Purchaser/s understand that the Developer is entitled to make certain changes in the development plan which shall however not adversely effect the carpet area of the particular unit and the Purchaser/s consents for such changes and no other approval is required from the Purchaser/s.

22) RIGHTS OF THE PURCHASER/S:

The Purchaser/s shall have the rights as mentioned below on purchase of Unit :

- (i) Exclusive ownership of the Unit;
- (ii) Undivided proportionate share in the Common Areas. Since the share / interest of Purchaser/s in the Common Areas is undivided and cannot be divided or separated, the Purchaser/s shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Purchaser/s to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable.
- (iii) Free and uninterrupted passage of water, gas, electricity, sewerage etc. from and to the Schedule 'A' Property through the pipes, wires, sewer lines, drain and water courses, cables which are or may at any time hereafter be, in under or passing through the Schedule 'A' Property or any part thereof;
- (iv) The right of entry and passage for the Purchaser/s and agents or workmen of the Purchaser/s to other parts of the Project at all reasonable times after notice to enter into and upon other parts of the Project for the purpose of repairs or maintenance of the Schedule 'C' 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 owners and making good any damage caused.

23) **OBLIGATIONS OF THE PURCHASER/S:**

- 23.1) As per the layout plan of '**NVT LIFE SQUARE**', each Villa is attached with a private garden area, morefully detailed in the Schedule 'C' hereunder. The Purchaser/s shall be entitled to exclusively occupy and enjoy the private garden area attached to Schedule 'C' Villa and shall not be entitled to put-up any constructions. The Purchaser/s herein recognizes and agrees that similarly the buyers of the other Villas in '**NVT LIFE SQUARE**' will also have the right to enjoy exclusively the private garden attached to it. The ownership in the Schedule 'A' Property is restricted with this right of each of the Purchaser/s and none of the Purchaser/s shall be entitled to object to the entire scheme of development. The Purchaser/s shall not encroach upon the garden areas of the other buyers and the Purchaser/s shall maintain the garden area attached to Villa at his/her/their own cost and expense and at all times in a presentable manner.
- 23.2) The landscape, parks and open spaces provided in '**NVT LIFE SQUARE**' will be in accordance with the designs formulated by the Developers and other than them none else has the power or authority to alter/modify the same. None of the Purchasers in Schedule 'A' Property shall meddle with the aforesaid space/s and/or its designs and same shall not be disfigured or misused any time.

24) **INFRASTRUCTURE FOR COMMON USE & ENJOYMENT:**

- 24.1) The Developers as part of the development scheme in Schedule 'A' Property will be providing the same with Infrastructure detailed in Schedule 'E' attached hereto The Purchaser/s shall be entitled to enjoy in common with other owners/occupants of '**NVT LIFE SQUARE**', the said infrastructure without damaging the same.
- 24.2) That some of the items in Infrastructure detailed in Schedule 'E' herein are for the common use, benefit and enjoyment of the Owners/Occupants of the development in '**NVT LIFE SQUARE**' including to the Developers. The Purchaser/s agree/s to enjoy the same in common with the other Owners/Residents/Occupants of the development without damaging or obstructing use and enjoyment of the same by the aforesaid persons. At no point of time either of the Owners/Residents/Occupants of the development is/are entitled/empowered to bifurcate such Infrastructure, or do any act, deed or thing which would result in preventing any of the Owners/Residents/Occupants of the development in enjoying the same and it is essence of this Agreement. In addition some of the items in Infrastructure in Schedule 'D' herein will pass through Schedule 'C' Property and the Purchaser/s shall not meddle/interfere

with the same and on the other hand co-operate with the Developers /Maintenance Company in maintenance of the same.

25) POWER, BACK UP POWER, WATER SUPPLY AND SEWERAGE:

- 25.1) The Purchaser/s in addition to the cost of construction reserved above shall pay a sum Rs.____/- (Rupees _____Only) per sq.ft. of Schedule 'C' Villa and applicable service and other taxes towards charges for providing permanent electricity to the Schedule 'C' Villa and for creating water supply and sewerage disposal system and infrastructure. This amount is payable by the Purchaser/s to the Developers at the time of sale or from the date of expiry of fifteen days notice sent to Purchaser/s to receive possession of the Schedule 'B' and Schedule 'C' Properties, whichever is earlier.
- 25.2) The Schedule 'C' Villa will be provided with electricity supply which may be provided by government agencies like Bangalore Electricity Supply Company Ltd.(BESCOM) or private electricity companies. The Purchaser/s shall pay all deposits and other charges as stipulated by them. The Purchaser/s agrees/s to pay the consumption charges as per meter reading and further comply with the rules and regulations imposed by the authorities in respect thereto.
- 25.3) The Developers agree to provide not more than 5 Kilowatts back-up power from the captive power source. The Purchaser/s is required to pay Rs.____/- (Two_____only) and applicable service and other taxes to the Developers towards the charges for providing such facility at the time of sale or from the date of expiry of fifteen days notice sent to Purchase/s to receive possession of the Schedule 'B' and Schedule 'C' Properties, whichever is earlier. The Purchaser/s agrees/s to pay the consumption charges to the Developers/Maintenance Company/Service Provider as per the meter reading. The tariff and charges for such back up power will be as fixed by the Developers/Maintenance Company/Service Provider from time to time.
- 25.4) The Developers/Maintenance Company/Service Provider are not responsible for the quality of power supply either from BESCOM or from Private companies or from the captive power source and/or for consequences arising there from including in case of any damage to the gadgets/equipment's in the Schedule 'C' Villa.
- 25.5) The Schedule 'C' Property will be provided with water supply. The source for the water to the development in Schedule 'A' Property may be from Government Agencies or the Local Panchayath. The Purchaser/s agree/s to pay all deposits and other charges as

stipulated by the above Government Agencies. In the absence of water supply from the Government Agencies and/or in addition to the supply from the Government Agencies water supply may also be made from the bore-well/s in Schedule 'A' Property subject to availability of water and/or by purchase from outside source/s in the event of short supply without assuring for the quality of the water supply and the Purchaser/s agree/s to pay the charges for consumption depending on the nature/mode and extent of water supply.

- 25.6) The Purchaser/s agrees to pay the consumption charges to the Developers/Maintenance Company/Service Provider. The tariff and charges for such water supplies will be as fixed by the Developers/Maintenance Company/Service Provider as aforesaid from time to time.

26) **FACILITIES AND CLUB HOUSE:**

- 26.1) The Developers will be providing Facilities detailed in Schedule 'F' herein and Additional Facilities if provided, for usage by the owners/occupants of '**NVT LIFE SQUARE**' and the Purchaser/s shall be liable to adhere to the rules and regulations including the payment of the usage charges as decided by the Developer from time to time. The Developers may themselves run each of the Facilities and/or Additional Facilities and shall also be entitled to engage/assign/appoint any person/s or an independent outside agency/ies to manage and operate all or any of them and provide necessary services to the Owners/Occupants of Villas in '**NVT LIFE SQUARE**' and others referred to above.
- 26.2) The Developers are developing as part of '**NVT LIFE SQUARE**' a Club House, by constructing building in a portion of the Schedule 'A' Property. All the Owners/Occupants of Villas of '**NVT LIFE SQUARE**' shall be entitled to make use of Club on availability basis and by paying user/subscription charges as may prescribed by the Developers or the Agency appointed for the maintenance of the common areas and facilities '**NVT LIFE SQUARE**' or the Agency operating the Club, from time to time.
- 26.3) The ownership and possession of the land, buildings and the fittings and fixtures in the Club House, Facilities and Additional Facilities, including movable assets will remain absolutely and exclusively with Developers and/or their associate companies, concerns, agents, nominees, assignees and/or transferees in which none of the Owners/Occupants of '**NVT LIFE SQUARE**' including the Purchaser/s shall have any right, title, interest or ownership, therein and shall have no right to interfere with the ownership and possession of the Sellers and Developers to the same. The

Developers reserve the discretion and liberty to allow or permit the usage of the same by the owners/occupants of the development in '**NVT LIFE SQUARE**' including to the Purchaser/s on such terms and conditions and on payment of such sums as may be prescribed. The Developers shall be entitled to:

- a) Admit the owners/tenants in possession of Villas as members.
 - b) Fix the Subscriptions, rates and charges for use of its Club House, Facilities and Additional Facilities, and to revise the aforesaid from time to time.
 - c) Frame the rules and regulations regarding usage of the facilities at the Club House.
- 26.4) The Developers shall have a perpetual right of ingress and egress to the Club and Facilities and Additional Facilities, by using the roads and other facilities in the Schedule 'A' Property by themselves and by their agents, servants, members, invitees, guests, visitors authorized/ permitted by them etc.
- 26.5) The Purchaser/s as long as he/she/they remain occupant of the Villa in '**NVT LIFE SQUARE**' shall be entitled to use the Club House, Facilities and Additional Facilities, subject to (i) strict observance of the rules framed by the Developers, their agents/assigns, from time to time; (ii) the payment of the subscriptions as may be fixed from time to time by the Developers and/or their agents/assigns; (iii) the payment of charges for usage as may be fixed from time to time by the Developers and their agents/assigns.
- 26.6) The Owners/Occupants of Villas in '**NVT LIFE SQUARE**' are not required to pay any membership fee of to get admitted to this Club House. However they are entitled to make use of the Club House and the amenities and facilities provided therein subject to payment of usage charges.
- 26.7) The Owners/Occupants of the Villas in '**NVT LIFE SQUARE**' shall follow the rules and regulations that may be prescribed for the purposes of operating, maintaining and running this Club House, Facilities and Additional Facilities by the Developers/Agency operating the Club/Owners Association.
- 26.8) It is clarified that non completion or non operation of Club House or any of the above Facilities shall not be deemed as delay in handing over the possession of the Schedule 'C' Villa and the Purchaser/s shall take possession of the Schedule 'C' Villa even if Club House and above Facilities are not complete or non operational.

26.9) The Club House and Facilities are available for the benefit of the Owners/Occupants of the Villas in '**NVT LIFE SQUARE**' and in the event of transfer of ownership of the Villa, the transferee of the Villa will be entitled to the benefits of the Club House and Facilities and the transferor shall cease to be the member of the Club House and Facilities.

26.10) The Purchaser/s in the event of leasing the Schedule 'C' Villa shall keep informed the Agency maintaining the areas in common about the tenancy of the said Villa and giving all the details of the tenants and occupants. Upon leasing, only the tenant/lessee of the Villa, shall be entitled to make use of the Club House and Facilities and the Purchaser/s shall not be entitled to make use of the Club House and Facilities. Notwithstanding the leasing, the primary responsibility to adhere to all the rights and obligations of the Purchaser/s contained herein shall be that of the Purchaser/s and it shall be the responsibility of the Purchaser/s to ensure that the tenant/lessee follows all the rules and regulations that may be prescribed for the occupants in the Development.

27) **MAINTENANCE OF INFRASTRUCTURE:**

27.1) The Developers will undertake the common area maintenance in the development in Schedule 'A' Property for a period of Twelve months from the date of completion of development. The Purchaser/s from the date the Schedule 'C' Villa is handed over or deemed to have been handed over shall be liable to proportionately share and pay for the common maintenance expenses incurred by the Developers or the Agency appointed by the Developers for maintenance of all the common areas and facilities in '**NVT LIFE SQUARE**'.

27.2) The Purchaser/s shall pay to the Developers or to a 'Maintenance Company', a sum of _____ per Sq. Ft., of the Schedule 'C' Villa, and applicable taxes thereon as advance maintenance charges for the first year commencing from the date of execution of the Sale Deed or from the date of expiry of fifteen days notice sent to Purchaser/s to receive possession of the Schedule 'B' and 'C' Properties, whichever is earlier, for upkeep and maintenance of the Infrastructure in Schedule 'E' herein. Any delay/default will result in withholding of services, and restoration shall be on discharge of dues with interest. The scope of maintenance is restricted to Infrastructure in Schedule 'E' herein. The aforesaid sum excludes the charges for consumption of water and electricity and Purchaser/s shall pay water and electricity consumption charges as per the meter reading to the Service Provider since it is not included in the Maintenance Charges.

After the lapse of twelve months stipulated above or upon formation and handing over of the common areas to the Association whichever is earlier, the Purchaser/s shall pay the common maintenance charges to the Developers/Maintenance Agency/Owners Association in charge of the common area maintenance.

- 27.3) The Power and Authority to manage the development in '**NVT LIFE SQUARE**' shall be subject to the over all authority and control of the Developers on all matters concerning the management of the development and of the construction of buildings and completion thereof and the Infrastructure therein. The Purchaser/s shall observe and perform all the Rules and Regulations formulated by the Developers/Management Company/Owners Association from time to time and shall pay and contribute regularly and punctually maintenance charges, taxes and other expenses including outgoings in accordance with the terms of this Agreement on demand.
- 27.4) The Developers/Maintenance Company are entitled to withdraw from the undertaking the up-keep and maintenance of the development in Schedule 'A' Property and the infrastructure, amenities and facilities provided therein by giving three months advance notice in writing to the individual occupants of Villas in Schedule 'A' Property or to the Association to be formed by two third majority of the Owners of the Villas in Schedule 'A' Property and in which case the individual owners or the association so formed as the case may be shall undertake the responsibility of up-keep and maintenance of infrastructure, amenities and facilities in the Schedule 'A' Property.
- 27.5) The Purchaser/s shall on purchase of Schedule 'B' Property permit the Developers and/or Maintenance Company/Owners Association, their agents with or without workmen at all reasonable times to enter into and upon the Schedules 'B' and 'C' Properties or any part thereof for the purpose of repairing and maintaining, rebuilding, cleaning and keeping in order and condition some of the items in Infrastructure of Schedule 'E' Property passing through Schedule 'B' and Schedule 'C' Property and also all services, drains, cables, water covers, gutters, structures or other conveniences belonging to or serving or used for the said properties and also for the purpose of laying, maintaining, repairing and testing drainage, water pipes and electric wires and for similar purposes and also for the purpose of cutting off the supply of water and electricity etc., or other areas as the case may be who have defaulted in paying the share of water, electricity and other charges and maintenance charges and also for non-compliance of the terms of this Agreement and Agreement to Sell and the Sale Deed to be entered into with the Sellers/Developers and also for restoration of the same on payment of the dues with interest and other sums.

27.6) The Purchaser/s shall pay the Developers, a further sum per _____ Sq. Ft., of the Schedule 'C' Villa as Sinking Fund (Corpus Deposit) and applicable service and other taxes which would be deposited in a separate Account for using the same with accrued interest for major expenditure for up-keep of Items mentioned in Schedule 'E' as Items under Long Term Maintenance relating to the Sinking Fund in the Infrastructure and the said sum will be under the management and control of the Developers/Maintenance Company aforesaid and their decision in respect of the utilization of the said sum will be final until the formation of the Owners Association, and subsequently the Corpus Deposit shall be transferred to the Owners Association. Any shortfall in funds for the aforesaid purposes shall be made good by the Purchaser/s proportionately.

28) **OWNERS ASSOCIATION:**

28.1) The Purchaser/s hereby agree/s and undertake/s to become a member/s of the Owners' Association as and when formed by the Developers and/or by the purchasers of all the Villas and sign and execute all applications for Membership and other papers, bye-laws and documents as may necessary to form the Association and/or run the said Association. The Purchaser/s shall observe and comply all the bye-laws and all the rules and regulations of the said Owners' Association and proportionately share the expenses for running the Association and its activities referred to herein.

28.2) It is specifically made clear that the said Owners' Association on its formation is not only for the purpose of attending to the social activities of its members consisting of the owners/occupants of the development in '**NVT LIFE SQUARE**' but also for the management, administration and control of the Infrastructure and for collecting common expenses/Maintenance charges for up-keep and maintenance of Infrastructure and all other amenities, facilities etc.,.

29) **USAGE :**

29.1) Upon handing over, the Purchaser/s covenant/s to use the Schedule 'C' Villa for residential purposes and for no other purpose.

29.2) Upon handing over, the Purchaser/s shall not make any structural alterations to the Schedule 'C' Villa and/or effect any change to the plan or elevation and shall not enclose the open terrace, if any attached to the Villa. In case of any change, the defect liability period shall cease to exist. The Purchaser/s while carrying on the interior decoration work within the Schedule 'C' Villa shall not cause any nuisance/ annoyance

to the occupants of the other Villas in the building and shall not use the common areas, roads, open spaces in the Schedule 'A' Property for dumping materials/debris etc. The Purchaser/s shall strictly observe the rules, regulations, restrictions that may be generally/ specifically imposed/prescribed by the Developers or the agency appointed for the maintenance of all common areas and facilities in '**NVT LIFE SQUARE**' for carrying on the interior decoration work within the Schedule 'C' Villa. Any changes or modifications to the structure or appearance of the exterior of the Schedule 'C' Villa, require prior permission from the Developers/Agency undertaking the common maintenance in '**NVT LIFE SQUARE**'. The Purchaser/s shall submit a plan in writing with drawings or pictures indicating the location of proposed changes to the Developers/Agency undertaking the common maintenance in '**NVT LIFE SQUARE**' and secure their written consent as aforesaid before undertaking any changes in the Schedule 'C' Villa.

- 29.3) The parking space specifically provided in the Schedule 'C' Villa is for exclusive use and enjoyment and the Purchaser/s shall not have the right to put up any construction in the parking space or enclose the same or use/convert it for any purpose other than as parking space.
- 29.4) The Purchase/s further covenant/s to use and enjoy all the common areas and amenities such as roads, parks and open spaces, common electrical lines and lighting, water lines, sewers, drains, pipes, internal roads, pavements etc., in '**NVT LIFE SQUARE**' in common with other owners and other persons. The Purchaser/s shall not place objects/ things/articles which hinders free use of any common amenities.
- 29.5) The Purchaser/s further covenant/s and agree/s that except for absolute title to the Schedule 'C' Villa, the Purchase/s shall enjoy to use all common facilities, now in or upon or hereafter to be erected and installed in the Schedule 'A' Property and to permit freely to run and pass water and soil through and along with same or any of them. The expenses incurred by the Developers or the Owners' Association on the maintenance of all these common facilities, services and areas shall be treated as common area maintenance expenses and shall be shared by all the owners proportionately.
- 29.6) The Purchaser/s shall not obstruct or hinder, for any reason whatsoever, the progress of the construction of the proposed Villas or any part thereof in '**NVT LIFE SQUARE**'.
- 29.7) The Purchase/s agrees to own the Schedule 'B' Property and also be entitled to all those rights detailed in the Schedule 'G' hereunder and the Purchase/s shall also be liable to comply and adhere to all those restrictions and obligations detailed in the

Schedule 'H' hereunder. The rights and obligations detailed in Schedule 'G' and 'H' hereunder are common to all the Purchaser/s/Owners of the Schedule 'A' Property and the Villas in '**NVT LIFE SQUARE'ANA**'. The Developers however shall be entitled to confer additional benefits and rights to specific Purchaser/s at their discretion.

30) **LIMITED RIGHT OF PURCHASER/S:**

Nothing contained in these presents shall be construed to confer upon the Purchaser/s any right, title or interest of any kind whatsoever into or over the **Schedule 'B'** Property and/or **Schedule 'C'** Property or any part thereof and the Purchaser/s will acquire right only upon the execution of the sale deed duly alienating, conveying and transferring the **Schedule 'B' and 'C'** Properties.

31) **DEVELOPERS' RIGHT TO DEVELOP:**

It is further agreed and confirmed by the Purchaser/s, that the Developers shall be free to develop neighboring and nearby properties and entitled to integrate the development of the adjoining properties with Schedule 'A' Property and Owners/Occupants of such development can use and enjoy all or any of the roads, pathways, passages and common facilities, amenities etc., in Schedule 'A' Property.

32) **NOT TO ALTER NAME:**

The Purchaser/s shall not alter or subscribe to the alteration of the name of '**NVT LIFE SQUARE**' or to the names of any of the pathways, areas or building in Schedule 'A' Property.

33) **LIMITED RIGHT OF PURCHASER/S:**

Nothing contained in these presents shall be construed to confer upon the Purchaser/s any right, title or interest of any kind whatsoever into or over the Schedule 'B' Property and/or Schedule 'C' Unit or any part thereof and the Purchaser/s will acquire right only upon the execution of the sale deed duly alienating, conveying and transferring the Schedule 'B' Property and 'C' Unit .

34) **INSPECTION:**

The Sellers/Developers agree to permit the Purchaser/s subject to compliance of safety norms, to have access on day and time fixed by the Project Incharge to the works in the Schedule 'C' Property while under construction and to inspect the same. But the Purchaser/s shall not have the right to obstruct or interfere or hinder the progress in development and/or construction on any ground and at any time.

35) DEFECT LIABILITY PERIOD:

(a) The Defect liability period shall be for a period of 5 (five) year from the date of issuance of the Occupancy Certificate. The Defect liability shall cover rectification of structural defects, owing to the negligence/omission of the Sellers/Developers . It is however agreed by the Purchaser/s that from the date of handing over of the possession of the Unit and till completion of the Defect Liability Period, the Purchaser/s shall maintain the said Unit and services therein in the same state and condition in which it will be handed over to the Purchaser/s. Further, the Purchaser/s shall, not during such period change/ amend/ modify or carry out any repairs in the said Unit or meddle with electrical, water and sanitary layouts, in any manner whatsoever. All defects that are caused due to normal wear and tear, abuse and improper usage / negligence / omission / act / commission on the part of the Purchaser/s/others, is excluded from this clause and for which the Sellers/Developers are neither liable nor responsible. Subject to the terms as stated in this clause the Sellers/Developers shall endeavour to rectify the defect within a period of 30 days of such defect being notified in writing to the Sellers/Developers.

(b) The Sellers/Developers shall not be responsible for issues such as difference in shades of tiles, Tolerances as per IS and building codes, Air Pockets beneath tiles, Separation cracks / gaps between non homogeneous building components, slopes considered for water drainage, reduction in carpet area due to plaster thickness and skirting. Minor tile chipping, places where welding is done, shall not be considered as defects. Defects arising from natural wear and tear/forced/ intentional/accidental damages do not come under the scope of maintenance under defect liability. Any defects or damages caused to glass, ceramic, vitrified, porcelain materials shall not come under the defect liability after accepting possession of the Unit .

(c) The Sellers/Developers shall not be responsible for routine/non-structural cracks resulting from differential co-efficient of thermal expansion, non-monolithic joints, seasoning effects, sweating of walls, etc. and such other defects caused due to normal wear and tear, abuse and improper usage.

36) FIRST CHARGE:

The Developers shall have the first lien and charge on the Schedule 'C' Unit to be constructed by the Developers under the terms of this Agreement and its Possession shall lie with the Developers until all the payments are made to the Developers by the Purchaser/s under this Agreement.

37) RIGHT TO REBUILD:

In the event of destruction of buildings/units in Schedule 'A' Property or any portions thereof, irrespective of whether such destruction is due to natural calamities, rioting, fire, inundation of water or natural deterioration due to aging or for any reason of whatsoever nature, the all owners of Schedule 'A' Property shall together have the right to rebuild their respective Unit in the same design and perspective and at the same place as is now situated, subject to taking required approvals and sanctions from the concerned authorities. If the total area sanctioned by the authorities is equivalent to the present area then the Purchaser/s will have the right to construct and own the same area as is owned by him prior to the date of destruction. However if the area sanctioned is more/less, the Purchaser/s will have right to construct and own only proportionate area. Whenever the owners are rebuilding the buildings/units after such destruction, the foundations of new construction shall be of such that it shall support the number of floors, including the basement that existed prior to its destruction or demolition. All the owners shall bear the cost of rebuilding in proportion to the area in their occupation, accordingly.

38) ASSIGNMENT:

The Purchaser/s shall not assign/transfer his/her/their interest under this Agreement without the prior written consent of the Developers. It is explicitly made clear that the Developers are not obligated to give their consent for any assignment by the Purchaser/s as this Agreement is exclusive in nature. It is also agreed by the Purchaser/s that the first priority for the Assignment shall be given to the Sellers/Developers without any demur and the right of first refusal shall vest with the Developers. In the event the Developers give their consent for such assignment they shall be entitled to charge __% of the total consideration stipulated herein or __% of the total consideration for which the Purchaser/s have agreed/sold to third party or at the prevailing rate whichever is higher as their administrative charges/transfer fee added with applicable taxes on the same for giving such consent. It is also made clear that the Purchaser/s will not be able to assign his/her/their rights in portion i.e., the Purchaser/s will have to either assign all rights under this Agreement or otherwise shall not be entitled to assign rights.

39) DUTIES AND TAXES:

The Purchaser/s agree to bear and pay GST and all other applicable taxes and levies if any imposed/levied/demanded by Government, or any other authority from time to time on sale price, construction cost, infrastructure cost, usage charges, maintenance charges, deposits or any other amounts payable by the purchaser/s. Further also Purchaser/s agree to bear and pay GST and all other applicable taxes and levies if any imposed/levied/demanded by Government, or any other authority from time to time which are computed on any other basis for the services or goods or facilities or conveniences supplied/provided to Purchaser/s.

40) EVENTS OF DEFAULT AND CONSEQUENCES:

40.1) Subject to the Force Majeure conditions, the Sellers/Developers shall be considered under a condition of Default, in the following events:

- (i) Sellers'/Developers fail to complete the Project and/or secure Occupancy Certificate for the Project from the plan sanctioning authorities within the time stipulated.
- (ii) Sellers'/Developers fail to deliver possession of the Unit to the Purchaser/s within the time period specified.
- (iii) Discontinuance of the Sellers'/Developers business as a Sellers/Developers on account of suspension or revocation of its registration under the provisions of the Act or the Rules or regulations made thereunder.

40.2) In case of Default by Sellers/Developers under the conditions listed above, Purchaser/s is/are entitled to the following:

- (i) Stop making further payments to Sellers/Developers as demanded by the Sellers/Developers. If the Purchaser/s stop/s making payments, the Sellers/Developers shall correct the situation by completing the construction milestones and only thereafter the Purchaser/s be required to make the next payment without any penal interest; or

- (ii) The Purchaser/s shall have the option of terminating the Agreement in which case the Sellers/Developers shall be liable to refund the entire money paid by the Purchaser/s towards the purchase of the Unit , along with interest at State Bank of India highest marginal cost of lending rate plus 2 per cent within sixty days of receiving the termination notice

Provided that where the Purchaser/s do not intend to withdraw from the project or terminate the Agreement, shall be paid, by the Sellers/Developers , prevailing interest rate of State Bank of India highest marginal cost of lending rate plus two per cent till the handing over of the possession of the Unit .

40.3) The Purchaser/s shall be considered under a condition of Default, on the occurrence of the following events and the Sellers/Developers are entitled to terminate this Agreement and refund the amount paid by the Purchaser/s by deducting the booking/advance amount of 10% and the interest and other liabilities within sixty days of cancellation as aforesaid:

- (i) In case the Purchaser/s fail/s to make payments inspite of demands made by the Sellers/Developers as per the Payment Plan annexed hereto in Annexures-1 to 3, the Purchaser/s shall be liable to pay interest to the Sellers/Developers on the unpaid amount at the prevailing State Bank of India highest marginal cost of lending rate plus two percent and default by Purchaser/s under the condition listed above continues for a period beyond two months after notice from the Sellers/Developers in this regard;
- (ii) In case of default by the Purchaser/s in compliance of the clauses stipulated relating to delivery of Unit ;
- (iii) In the event of breach by the Purchaser/s of any of the terms of the agreement and the same not being cured within a period of 30 days notice to that effect;

40.4) The Purchaser/s shall also have the right to cancel/withdraw his/her/their allotment in the Project. Provided that where the Purchaser/s propose/s to cancel/withdraw from the project without any fault of the Sellers/Developers , the Sellers/Developers herein are entitled to forfeit 10% booking amount paid for the allotment. The balance amount of money paid by the Purchaser/s shall be returned by the Sellers/Developers to the Purchaser/s within sixty days of such cancellation after deducting all outstanding amounts, including interest on delayed payments, taxes and brokerage paid if any.

40.5) The Developers shall compensate the Purchaser/s in case of any loss caused to him/her/them due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the Rules thereunder.

41) NOTICES:

41.1) Any notice or correspondence between the parties under this Agreement shall be addressed and sent to the address mentioned in this Agreement and such notice and correspondence is deemed to have been served on the Purchaser/s if addressed and sent by courier or by personal delivery or by Registered Post and either party may ignore any other mode of communication.

41.2) In case there are joint Purchaser(s) all communications shall be sent by the Developers to the Purchaser whose name appears first and at the address given by the Purchaser which shall for all intents and purposes be considered as properly served on all the Purchasers.

42) FORCE MAJEURE:

The Purchaser/s agree/s that in case the Developers are unable to deliver the said Villa to the Purchaser/s for his/her/their occupation and use due to (a) any legislation, order or rule or regulation made or issued by the Government or any other authority; or (b) if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for any reason whatsoever, or (c) if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) become subject of any suit/ writ before a competent court, or (d) due to flood, other natural disasters, war, insurrection, epidemic, revolution, riot, terrorist attack, governmental restrictions or so forth which are beyond the reasonable control of the Sellers, (e) non-availability of sand, cement, jelly, labour or critical items or (f) any other circumstances beyond the control of the Developers or its officials, then the Developers may cancel the allotment of the said Villa in which case the Developers shall only be obliged to refund the amounts received from the Purchaser/s without any interest within three months of such cancellation.

43) WAIVER:

Any delay or indulgence by the Sellers and/or Developers in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s shall not be construed as a waiver on the part of the Sellers and/or Developers of any breach or non-compliance of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of the Developers to enforce.

44) SPECIFIC PERFORMANCE, DISPUTE RESOLUTION & JURISDICTION:

44.1) Subject to Clause below, in the event of default by the Sellers/Developers, the Purchaser/s is/are entitled to enforce specific performance of this contract. Similarly in the event of default by the Purchaser/s, the Sellers/Developers shall be entitled to enforce specific performance of this agreement or take action as per this Agreement.

44.2) In the event of breach of the terms of this Agreement to Sell or in the event of any differences or disputes arising between the parties in regard to this Agreement or any matter relating thereto, the same shall be resolved in the manner provided in the Act and the Rules made therein.

44.3) The courts at Bangalore alone shall have jurisdiction in all matters relating to this Agreement.

45) JURISDICTION:

Any proceedings arising out of or in connection with this Agreement may be brought in any courts of competent jurisdiction in Bangalore only, and in the English language only.

46) WAIVER NOT A LIMITATION TO ENFORCE:

46.1) The Sellers/Developers may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Purchaser/s in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Purchaser/s that exercise of discretion by the Sellers/Developers in the case of one Purchaser shall not be construed to be a precedent and /or binding on the Sellers/Developers to exercise such discretion in the case of other Purchasers.

46.2) Failure on the part of the Sellers/Developers to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

47) BINDING EFFECT:

Forwarding this Agreement to the Purchaser/s by the Sellers/Developers does not create a binding obligation on the part of the Sellers/Developers or the Purchaser/s until, the Purchaser/s sign/s and deliver/s this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within thirty days from the date of receipt by the Purchaser/s. If the Purchaser/s fail/s to execute and deliver to the Sellers/Developers this Agreement within thirty days from the date of its receipt by the Purchaser/s, then the Sellers/Developers shall serve a notice to the Purchaser/s for rectifying the default, which if not rectified within thirty days from the date of its receipt by the Purchaser/s, application of the Purchaser/s shall be treated as cancelled and the Sellers/Developers are entitled to forfeit the booking amount paid by the Purchaser/s.

48) INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY:

All drawings, plans and specifications furnished to the Purchaser/s will remain the exclusive property of the Sellers until Project is completed.

49) RULES OF INTERPRETATION:

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

- a) Words importing one gender will be construed as importing any other gender.
- b) Words importing the singular include the plural and vice versa.
- c) References to persons mean and include natural and artificial persons like bodies corporate and vice versa.

- d) Save where the context otherwise requires, all obligations given or undertaken by more than one person in the same capacity are given or undertaken by them jointly or severally.
- e) The division of this Agreement into Clauses and Schedules and insertion of headings in this Agreement are only for ease of reference and convenience and will not impact the construction or interpretation of any provision of this Agreement.

50) **SEVERABILITY:**

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

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

51) **COMPLETE AGREEMENT:**

The parties acknowledge that this Agreement is the complete Agreement. This Agreement supersedes Letter of Offer/ Payment Plan/Brochure, any prior agreements and representations between the parties, whether written, visual or oral. Any such prior arrangements are cancelled as at this Date.

52) **AMENDMENT:**

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

53) **CUSTODY:**

This Agreement is prepared in duplicate. The original shall be with the Purchaser/s and duplicate shall be with Sellers/Developers.

:SCHEDULE 'A' PROPERTY:

All that piece and parcel of properties measuring (1) 01 Acre 30 Guntas in Sy.No.429, (2) 03 Acres 36 Guntas in Sy.No.430/1 and (3) 01 Acre 24 Guntas in Sy.No.599 (less the area surrendered to the Anekal Planning Authority) and situated in Sarjapura Village, Sarjapura Hobli, Anekal Taluk duly converted for non-agricultural residential purposes vide Conversion Orders bearing Nos. (1) ANL(A)(S):SR:55/2013-14 (2) ANL(A)(S):SR:56/2013-14 both dated 21/02/2014 issued by the Deputy Commissioner, Bangalore District, Bangalore and bounded on:

East : Property in Sy.No.430/2;
 West : Road;
 North : Property in Sy.No.437 and Sy.No.440; and
 South : Property in Sy.No.428.

**:SCHEDULE 'B':
 (Property agreed to be sold)**

All that **SFT of** Sft share in Schedule 'A' Property which includes the demarcated plot in the form of a Residential Portion bearing No....., situated in Schedule 'A' Property in Sarjapura Village, Sarjapura Hobli, Anekal Taluk and measuring on the Eastern side" feet on the Western side ..." feet on the Northern side" feet and on the Southern side..." feet totally measuring..... Sq. Ft, bounded by:

East : Villa:
 West : Villa....:
 North : Villa:
 South : Villa.....:

:SCHEDULE 'C':
(Description of the Villa)

All that Residential Villa of Type "....." bearing No.consisting of a Ground Floor, First Floor and Terrace in 'NVT LIFE SQUARE' being built on the Schedule 'B' Property and measuring Sq. ft. of built-up area and bounded by:

East : Villa:
 West : Villa.....:
 North : Villa ...:
 South : Villa:

SCHEDULE 'D'
SPECIFICATIONS FOR VILLA

STRUCTURE:

Foundation: Reinforced Cement Concrete Footings;

Super Structure: Reinforced Cement Concrete Framed Structure;

Roofing: Reinforced Cement Concrete;

External Walls: Solid Cement Block Masonry of 8" thickness;

Internal Walls: Solid Cement Block Masonry of 4"/8" thickness

PLASTERING AND PAINTING

Internal Walls: Smooth Plaster Finish with Good Quality Emulsion Paint;

External Walls: Water Proof Plaster with Good Quality Exterior Grade Emulsion Paint;

Grills: Enamel Painting

FLOORING AND TILING:

Foyer, Living, Dining, Staircase and Family Area: Imported Marble;

Bedrooms: Wooden Laminate;

Kitchen and Utility Area: Vitrified Tiles with provision of Dado above platform; **Toilets:**

Antiskid Vitrified/ Ceramic Tiles with Dado upto 8 feet;

Terrace, Sit-out and Balcony Area: Pressed Clay Tiles/ Anti-Skid Ceramic; **Servant Toilet:**

Anti- Skid Ceramic and Dado

DOORS, WINDOWS AND FITTINGS

Main Door: Teak Wood Frame with Designer Flush Door Shutter;

Other Doors: Seasoned Hardwood Frame with flush Door Shutter;

Windows: 3 track UPVC Shutters/ Aluminum Windows with Clear Glass;

Fittings: Stainless Steel/ Brass Hardware

SANITARY, CP AND OTHER FITTINGS

Sanitary: EWC & Washbasin;

CP Fittings: Single Lever Diverter for all showers and Single Lever Mixer for all washbasins. Health Faucet and Accessories in all toilets except servant toilet;

Other: Provision for Solar Water Heater to supply hot water to all toilets. Provision for Exhaust Fans in all toilets. Granite Tops for the washbasin. Mirror in all bathrooms except servant toilet. Provision for Granite Platform with Stainless Steel Sink and Drain Board in kitchen

ELECTRICAL

Wiring: Concealed Wiring with PVC insulated Copper Wires and Modular Switches with sufficient Power Outlets and Light Points;

Power: Upto 10 KW power for all villas, Backup Power of upto 5 KW to all villas and common services;

Service Cabling: TV and Telephone Points in living, family and all bedrooms;

Safety: Earth Leakage Circuit Breaker and Individual Meters for all villas;

Provisions: AC point provisions in all rooms

SAFETY FEATURES

Security: The entire estate is secured with a Compound Wall and entrances will be manned by Security. Intercom from security to all villas;

Features: Provision for Video Door Phone

: SCHEDULE "E": **(INFRASTRUCTURE)**

External Civil Works

Entryscape with Security Room; Peripheral Compound Wall; Roads, Kerbs & Pathways.

Landscape Works

Children's play Area; Irrigation system for landscape water requirements; Parks; Landscape in Common Areas.

PHE Works

Storm Water Drains; Bore wells, Under Ground Sump, Pump room; Water Treatment Plant; Hydro pneumatic system for Domestic Water Supply; Underground Water Supply Lines; Underground Sanitary Lines; Sewage Treatment Plant; Rain Water harvesting.

Electrical Works

Underground Electrical, Data and Communication Lines; Power supply for all Infrastructure Components from BESCOM/Service providers; Street Lights; DG power backup for all Infrastructure Components.

ITEMS UNDER LONG TERM MAINTENANCE RELATING TO THE SINKING FUND**Civil Works**

Replacement of Damaged pavers, Kerbs, Saucer drain, MS Grating for catch basins and pathways; Compound wall maintenance/painting; Maintenance of Service buildings; Hardscape Replacement & Maintenance in Parks & Open Spaces; Median & Guideline Painting; Replacement of Signages; Painting of Club House, Play courts and Painting and replacement of equipment's and equipment's in Club House; Replacement of Children Play equipment including painting when necessary; Replacement of Garbage Bin.

PHE Works

Replacement & Annual Maintenance Contract (AMC) of STP pumps & filtering media; Replacement & AMC of WTP pumps & filtering media; Hydro pneumatic system including pumps for Domestic and Irrigation Water Supply; Replacement CP & Sanitary fittings for service building; Replacement of Pumps of water bodies and pool pumps & filtering media; Replacement & AMC of bore well pumps and digging additional bore wells; Replacement & AMC of Reticulated LPG Gas pipelines and infrastructure

Electrical Works

Maintenance and Replacement of DG, Panel and LT Cable, Transformer; Replacement of Electrical Panels; Replacement of Light poles and termination box; Maintenance and Replacement of CCTV and Boomgate.

Misc

Any other additional infrastructure or Insurance premium that may become necessary from time to time as proposed by Purchaser/s and which may be accepted at the discretion of the Developers.

:SCHEDULE 'F':
FACILITIES

CLUB HOUSE: The Developers will provide a "Club House" by constructing buildings in portion of the development in '**NVT LIFE SQUARE**' consisting of the following components with item being subject to approval:-

Multipurpose Hall/ Games Room; Gym, Tread Mills etc.; Badminton Court; Table Tennis; Meeting rooms.

SPORTS FACILITIES: Apart from the above other sports related components will be provided in parts of the Club House or any other location in the development of '**NVT LIFE SQUARE**' or within the Schedule 'A' herein in Civic Amenity Sites, subject to approval.

Tennis Court; Basket Ball Court; Swimming Pool

:SCHEDULE 'G': **RIGHTS OF THE PURCHASER/S**

The Purchaser/s on purchase of Schedule 'B' Property and/or Schedule 'C' Villa shall have the following rights in respect of Schedule 'B' Property and the Villa to be constructed thereon:

1. The right to use the Villa only for bonafide residential purposes subject to the terms of this Agreement and Construction Agreement.
2. The right and liberty to the Purchaser/s and all persons entitled, authorized or permitted by the Purchaser/s (in common with all other persons entitled, permitted or authorized to a similar right) at all times and for all purposes, to use and enjoy all the internal driveways in '**NVT LIFE SQUARE**'.
3. The right to free and uninterrupted passage of water, electricity, sewerage, etc., from and to the Schedule 'C' Villa through the pipes, wires, sewer lines, drain and water courses, cables, pipes and wires which are or may at any time hereafter be, in, under or passing through the Schedule 'B' Property or Schedule 'C' Villa or any part thereof subject to bearing and sharing the applicable charges directly or proportionately for the maintenance expenses.
4. Right to use underground sewerage disposal system in the '**NVT LIFE SQUARE**' and right to draw water from common water supply system subject to bearing and sharing the applicable charges directly or proportionately for the maintenance expenses.
5. Right to put up a single Villa of same size and dimension as that of the Schedule 'C' Villa in case of its destruction due to any reasons in the Schedule 'B' Property subject to adhering to the same architecture and elevation and leaving open the same area as is left before destruction after taking license and plan sanctioned from the concerned authorities and local laws at the cost of the Purchaser/s and after taking the consent from the concerned Authority and Developers/Maintenance Company/Owners Association looking after the maintenance of Infrastructure in '**NVT LIFE SQUARE**'.
6. Right to use and enjoy the Infrastructure in the Schedule 'A' Property in common with other Owners/Occupants of the Schedule 'A' Property subject to payment of Maintenance Charges.
7. Right to use and enjoy the Facilities in Schedule 'A' Property on payment of usage charges as stipulated by the Developers/Maintenance Company/Owners Association/persons running the same.

:SCHEDULE 'H': **OBLIGATIONS ON THE PURCHASER/S**

The Purchaser/s on purchase as aforesaid shall be entitled to aforesaid rights and shall be subject to following restrictions in the manner of enjoyment of the Schedule 'B' and 'C' Properties and Purchaser/s agree/s for the same :

- I. The Purchaser/s shall not undertake before/after delivery of possession of Schedule 'C' Villa any additions/deletions/modifications/ changes in position etc., of the windows, doors, overall footprints of the Villa, internal layout of the Villa, toilets and kitchen, sit outs/ balconies/ decks (covered or uncovered), lofts/ledges, staircase/ladders, architectural features (external/internal), landscaping features (picket fencing, driveways, hardscape, softscape), fabrication works (grills, balcony railings, staircase railings etc.) and external painting, other than what is provided for in the design by the Architects and Developers. The Developers reserve the right to retain/remove/plant any trees/plants, electrical equipment, water bodies, road structures, garbage bins etc., in Schedule 'B' Property, which the Purchaser/s cannot question. The Purchaser/s has/have expressly given consent for variations and/or modifications as the Architect/Developers may consider necessary from time to time during the course of construction. The Architect and Developers are the final decision makers on these aspects and the Purchaser/s shall not interfere or question the design, costs, construction processes etc., implemented by the Developers.
- II. The Purchaser/s shall not obstruct and/or interfere in the development/construction processes of the entire project cycle. On inspection during the progress of works of the Villa, the Purchaser/s if required may discuss matters relating to the construction with the designated person/s of the Developers. For any reasons what so ever the Purchaser/s shall not instruct the site staff to stop/modify/ continue any works.
- III. The Purchaser/s accept/s that the Developers will be putting all necessary efforts to provide right choice of finishing material in certain items of works like flooring, toilets, kitchen/utility, internal painting and electrical points as per Schedule 'D' specifications annexed hereto or equivalent thereto subject to availability.
- IV. All interior related works by the Purchaser/s can be taken up only after handing over possession of the Villa in Schedule 'C' Property to the Purchaser/s by the Developers. The Purchaser/s shall carry out interior works only during the day time between 9 A.M. and 6 P.M. The Developers do not owe any responsibility for any breakages; damages caused to any of the finishing works or to the structure already handed over to the Purchaser/s. The Developers are not answerable to any thefts during the course of the interior works.
- V. The Purchaser/s shall not question the location/installation or setting up of Transformer/s , STP, SUMPS & Over Head Tanks and other equipment/s for supply of electricity, water and sanitary and Garbage Bin/s in '**NVT LIFE SQUARE**' including for Schedule 'C' Villa.
- VI. The Purchaser/s shall be entitled to make use of the Infrastructure in '**NVT LIFE SQUARE**' in common with other Owners of '**NVT LIFE SQUARE**' and not to cause any obstruction for the free passage and movement therein. The Purchaser/s shall not cause any obstruction for free movement of men, materials and vehicles in the internal roads, by placing any materials/vehicles/articles or otherwise.
- VII. The Purchaser/s shall not put up additional/any construction to the Schedule 'C' Villa after the same is constructed and handed over by the Developers nor shall the Purchaser/s be entitled to alter the elevation and/or external colour scheme of the Schedule 'C' Villa. Any changes or modifications to the structure or appearance of the exterior of the Villas, require prior written permission from the Developers/Maintenance Company/Owners Association undertaking the common maintenance in '**NVT LIFE SQUARE**'. The Purchaser/s shall submit a plan in writing with drawings or pictures indicating the location of proposed changes to the Developers/Maintenance

- Company/Owners Association undertaking the common maintenance in '**NVT LIFE SQUARE**' before undertaking any changes in the Schedule 'C' Villa. The Developers/Maintenance Company/Owners Association at its sole discretion may or may not permit or undertake such changes. The Developers/Maintenance Company/Owners Association shall be entitled to remove unauthorized constructions in the Schedule 'B'/'C' Properties. The construction of Villa shall not be more than the height that is built and approved by the concerned authorities. Purchaser/s shall not tamper with the water supply system, tapping power, develop a new drainage etc.
- VIII. The Purchaser/s shall not convert the parking space within the Schedule 'B' Property or Schedule 'C' Villa for any other use. The Purchaser/s shall use the balance Plot area in Schedule 'B' Property after construction only as open space and as garden and maintain the same in the condition in which it has been handed over by the Developers.
- IX. The Purchaser's/s' right to use the Infrastructure and Facilities in terms of this Agreement shall always form part and parcel of their right, title and interest in the Plot in Schedule 'B' herein and the Schedule 'C' Villa, to be constructed thereon and does not form as an independent right.
- X. The Schedule 'C' Villa will be built in Schedule 'B' Property demarcating the front yard and back yard/setback for the Villa. The front and back yard would be maintained by the Purchaser/s at his/her/their cost. The Definition of front yard and back yard is at the discretion of Developers/Maintenance Company/Owners Association.
- XI. The Purchaser/s shall not enclose the Schedule 'B' Property with any compound or any other construction of such nature. The Developers as part of specifications, will be providing for the boundary lines, hedges/picket fences and the Purchaser/s shall not be entitled to change them into any other types. However, the Purchaser/s at his/her/their own cost shall replace the hedges/picket fences if found damaged/destroyed due to normal wear and tear or for any other reasons.
- XII. The Purchaser/s shall pay the pro-rata or stipulated property taxes and cesses and outgoings levied on and maintenance charges for maintenance of Infrastructure.
- XIII. The Purchaser/s shall maintain the surroundings clean and shall not cause any nuisance to the neighbors.
- XIV. The Purchaser/s shall not use the Schedule 'B' and 'C' Properties other than for legitimate/bonafide Residential purposes for which it is taken and not to use it for any illegal or immoral or non-residential purposes.
- XV. The Purchaser/s shall not decorate or display Boards or hoardings or neon signs or Paintings on the plots/ Villas in '**NVT LIFE SQUARE**'.
- XVI. The Purchaser/s shall not sub-divide the Schedule 'B' Property or use it for any Industrial or Non- residential purposes or sell portions;
- XVII. The Purchaser/s shall not use the Schedule 'B' Property and/or Schedule 'C' Villa or permit the same to be used for any purpose which in the opinion of the Developers/Maintenance Company/Owners Association to cause nuisance or annoyance to occupiers of other Plots in the said '**NVT LIFE SQUARE**' or to the Owners or occupiers of the neighboring properties nor use the same for any illegal or immoral purpose.
- XVIII. The Purchaser/s shall abide by all the laws and regulations of the Government, and any other duly constituted authority from time to time in force, and answer and be responsible for all notices or violations and of any of the terms and conditions in this Agreement to Sell.
- XIX. The Purchaser/s in the event of leasing/renting/mortgaging with possession the Schedule 'C' Villa shall keep informed the Developers/Maintenance Company/Owners Association about the same and giving all the details thereof. Upon leasing/renting/mortgaging only the tenant/lessee/mortgagee with

possession shall be entitled to make use of the Infrastructure and Facilities and the Purchaser/s shall not be entitled to make use of the same. Notwithstanding the same, the primary responsibility to adhere to all the rights and obligations of the Purchaser/s contained herein and in the Construction Agreement and in the Sale Deed shall be that of the Purchaser/s and it shall be the responsibility of the Purchaser/s to ensure that the tenant/lessee/occupant follows all the rules and regulations prescribed for the occupants of **'NVT LIFE SQUARE'**.

- XX. The Purchaser/s shall not sink a bore well or create/dig any wells in the Schedule 'B' Property.
- XXI. The Purchaser/s shall not opt for Local Cabling T.V.Network Operator Services and no aerial cabling will be permitted to be used in **'NVT LIFE SQUARE'**.
- XXII. The Purchaser/s shall not trespass into other plots/Villas or areas not earmarked for common use without prior written permission of Developers/Maintenance Company/Owners Association.
- XXIII. The Purchaser/s shall not throw garbage/used articles/rubbish in the common roads, parks and other open spaces, neighboring plots in the Schedule 'A' Property. The Purchaser/s shall strictly follow rules and regulations for garbage disposal as may be prescribed by the Developers/Maintenance Company/Owners Association from time to time.
- XXIV. The Purchaser/s shall not keep any cattle/live stock in the Schedule 'B' and 'C' Properties and Purchaser/s shall keep all the pets confined within the Schedule 'C' Villa and shall ensure that the pets do not create any nuisance/disturbance to the other owners in **'NVT LIFE SQUARE'** and issues relating to the same shall be resolved between themselves. However the Developers/Maintenance Company/Owners Association reserves the liberty to prevent the aforesaid.
- XXV. The Purchaser/s shall not:
 - a) Close Roads, passages and other common areas in **'NVT LIFE SQUARE'**.
 - b) Default in payment of any property taxes or levies to be shared by the Owners or payment of Maintenance Charges for maintenance of Infrastructure in **'NVT LIFE SQUARE'**.
 - c) Install machinery, other than pumps and generators, store/keep explosives, inflammables/prohibited articles, which are hazardous, dangerous or combustible in nature.
 - d) Throw any rubbish or used articles in **'NVT LIFE SQUARE'** other than in the Dustbins provided and by lining bags and baggage segregated for plastic, toxic and organic waste.
 - e) Not to disturb/dislocate the garbage bins provided in the development and not to question the location identified by the Developers.
 - f) Create nuisance or annoyance to other occupants and owners by allowing pounding, running machinery and causing similar disturbances and noises.
 - g) Do any thing that may adversely affect the aesthetic appearance/beauty of the development in **'NVT LIFE SQUARE'**.
 - h) Use the Schedule 'B' and 'C' Properties or permit the same to be used for any other purpose which in the opinion of the Developers/Maintenance Company/Owners Association to cause nuisance or annoyance to occupiers of the other plots in the said **'NVT LIFE SQUARE'** or to the Owners or occupiers of the neighboring properties.

- i) Raise any dispute or call in question the use of the Infrastructure and Facilities in '**NVT LIFE SQUARE**' for the purpose of egress and ingress to them and/or the organizing of events, seminars, functions, ceremonies and other activities in the facilities by the Developers/Maintenance Company/Owners Association or their assignees/nominees/agents/transferees for the members of the Club House.
- XXVI. The Purchaser/s shall use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in the Schedule 'A' Property in common with the other Owners thereof and that of the developments in '**NVT LIFE SQUARE**' and to permit free passage of water, sanitary, electricity and electrical lines, through and along the same or any of them and to share with the other Owners the cost of maintaining and repairing Infrastructure.
- XXVII. The Purchaser/s can make use of the Infrastructure in accordance with the purpose for which they are intended without hindering or encroaching upon the lawful rights of other Villa owners in '**NVT LIFE SQUARE**'.
- XXVIII. The Purchaser/s shall not question the location/installation or setting up of Transformer/s , STP, SUMPS & Over Head Tanks and other equipment/s for supply of electricity, water and sanitary and Garbage Bin/s in '**NVT LIFE SQUARE**' including for Schedule 'C' Villa.
- XXIX. All the Purchasers in '**NVT LIFE SQUARE**', shall proportionately share and pay all the expenses for maintenance of all the Infrastructure, common amenities, areas and facilities such as parks and open spaces, water bodies, landscape, pots and plants, internal roads, drainages, sewerage disposal system, sanitary lines, water supply system, street/yard lights, common security, water charges and such other expenses which are common nature and not attributable to any individual Villa.

ANNEXURE -1

COST OF SCHEDULE 'B' PROPERTY AND DETAILS OF PAYMENTS/PAYMENT PLAN

ANNEXURE-2

**COST OF CONSTRUCTION OF SCHEDULE 'C' PROPERTY AND DETAILS OF
PAYMENTS/PAYMENT PLAN**

ANNEXURE – 3

INCLUDE ALL OTHER CHARGES/PAYMENT PLAN

ANNEXURE -4

SPECIFICATIONS

ANNEXURE -5

FLOOR PLAN OF VILLA

ANNEXURE – 6

COMMON AREAS

IN WITNESS WHEREOF THE PARTIES HEREUNTO HAVE SIGNED AND EXECUTED
THIS CONSTRUCTION AGREEMENT ON THE DAY, MONTH AND YEAR FIRST ABOVE
WRITTEN.

WITNESSES:

1)

for **M/s. NVT QUALITY LIFESTYLE
PROJECTS PVT. LTD.,**

Director.
DEVELOPERS.

2)

PURCHASER/S.

1)

2)

LAND OWNERS.

WITNESSES:

1)

2)

Nupur>NVT>AGS-`NVT LIFE SQUARE`