

## AGREEMENT TO SELL

THIS AGREEMENT TO SELL IS MADE AND EXECUTED ON THIS THE ---- DAY OF -----  
**TWO THOUSAND SEVENTEEN (--/--/2017)** AT BANGALORE CITY BETWEEN:

**Sri** -----S/o. Late Muniswamappa, Aged about 71 years, **Sri K. Narayana S/o M Krishnappa** Aged about 50 years, **Both are Residing at:-** No. 76, Doddakallasandra Village, Kanakapura Main Road, Uttarahalli Hobli, Bangalore – 560062.represented herein by its power of Attorney Holder **M/S. COMFORT BUILDERS & DEVELOPERS**, a Registered partnership firm having its Office at : No .2 ,North park Road ,Kumara park East, Bangalore -560001. Represented by its Managing Partner hereinafter referred to as the **“VENDORS”** (which expression wherever it so requires shall mean and include his successors, legal heirs, legal representatives, administrators and executors) **OF THE ONE PART;**

**AND**

**M/S. COMFORT BUILDERS & DEVELOPERS.,** a registered partnership firm having its Office at: No .2, North park Road, Kumara Park East, Bangalore -560001. Represented by its Managing Partner, hereinafter called the **“DEVELOPER”** (which expression wherever it so requires shall mean and include all its successors –in-interest and assigns etc.) **OF THE SECOND PART**

**AND**

**Mr.** -----  
Aged about --- years  
S/o -----  
PAN #:

&

**Mrs.** -----  
Aged about --- years  
W/o  
PAN #:

Both are Residing at:- -----

Hereinafter referred to as the **"PURCHASER"** (which expression wherever the context so requires or admits, mean and include all his/her/their legal heirs, representatives, executors administrators and permitted assigns) **OF THE OTHER PART:**

**WHEREAS** the VENDORS are the absolute Owners of the immovable Property bearing Survey No.37, Vasanthapura Village, Uttarahalli Hobli, Bangalore South Taluk, measuring 3 acres 9 guntas and out of the same, the land measuring to an extent of 2 acres is more fully described in the Schedule 'A' hereto and hereinafter referred to as the SCHEDULE 'A' PROPERTY.

**WHEREAS** the said land has been converted into non-agricultural residential purpose, by the Order of the Deputy Commissioner, Bangalore District, Vide Order No. BDS ALN (SR) (S) 532/2004-05, dated 10-01-2005.

**AND WHEREAS** from the date of acquisition the VENDORS are in un-interrupted possession and peaceful enjoyment of the same having an unimpeachable and unassailable title thereto, paying the property taxes inter- alias exercising all acts of dominion and ownership in and over the same without any let or hindrance from any one whomsoever.

WHEREAS the VENDORS being desirous of developing the Schedule 'A' property into a residential apartment building had entered into a joint Development Agreement dated 31/07/2013, registered as Document No. BNG (U) BSK-1-5088/2013/14, in Book I, Stored in C.D. No. BSKD227, in the office of the Sub –Registrar, Basavanagudi (Banashankari) Bangalore, herein after referred to as the Development Agreement;

WHEREAS the Developer pursuant to the Development Agreement, obtained all sanctions, no objection certificates, permissions, approvals and licenses for Development of the Schedule 'A' Property as high rise residential apartment building and the Bruhat Bangalore Mahanagara Palike has approved the Development plan vide No. BBMP/Addl.Dir/JD -----Dated 28-10-2013 and the seller and the Developer have named and identified the development on Schedule 'A' Property as **"Comfort Heights",**

**WHEREAS** the VENDORS and Developer have mutually agreed and identified the apartment/ built-up areas falling to their respective shares in residential apartments buildings to be constructed by the Developer in the Schedule 'A' Property in terms of Sharing Agreement dated 06/11/2013. Further the parties have agreed that ,as agreed in the joint Development Agreement, the VENDORS and developer are entitled to disposed their respective shares of built-up areas, car parking areas, and other benefits together with corresponding undivided shares in the Schedule 'A' property. To enable the Developer to do so the VENDORS have executed a power of Attorney dated 31/07/2013, registered as Documents No. BSK-4-00192/2013-14, Book-IV, Stored in CD No. BSKD227, in the office of the Sub-Registrar, Basavanagudi (Banashankari) Bangalore, in the favour of Developer herein;

**WHEREAS** the VENDORS and Developer have formulated a scheme of ownership of the Apartments in 'Comfort Heights' Being developed on the schedule 'A' Property, in terms of which any person desirous of owning an Apartment is required to purchase from the VENDORS, the proportionate undivided interest in the Schedule 'A' property by entering into an Agreement to sell with the VENDORS and Developer, by virtue of which, such purchaser derives a right to construct the corresponding apartment in 'Comfort Heights' selected by the purchaser exclusively through the Developer, for which purpose the purchaser has to enter into a separate construction Agreement with the Developer for the construction of the chosen Apartment. In the overall scheme, each of the owners of the apartments in 'Comfort Heights' will be proportionately holding undivided right, title and interest in the schedule 'A' property and the scheme as stated above forms the basis of the sale and seller and Developer have, based on the proposed construction, worked out the proportion of undivided share to be sold/transferred;

WHEREAS the VENDORS hereby represent that the Schedule 'A' property is free from all encumbrances charges, litigations, attachments before or after judgment, tenancy or other claims including any claims from any other family members and that the VENDORS title to the schedule 'A' Property is clear, valid and marketable and there are no impediments to develop the same or sell any portion thereof.

WHEREAS the purchaser has taken the inspection of the sanctioned building plans, title deeds of the schedule 'A' property and after being satisfied with the plans, title of the seller schedule 'A' property as offer to join the scheme of ownership formulated by the seller and Developer and is entering into this Agreement to sell for purchase of schedule 'B' property with a right to get constructed the schedule 'C' property apartment through the Developer;

WHEREAS the schedule 'C' Apartment has fallen to the share of the Developer in terms of sharing agreement referred above the purchaser has/have therefore approached the Developer to nominate him/them to purchase from the VENDORS the proportionate undivided share in the schedule 'A' property more fully described in the schedule 'B' hereunder and hereinafter referred to as the schedule 'B' property and purchaser has also agreed to enter into an agreement for construction of schedule 'C' apartment with the Developer in terms of the scheme stated above.

WHEREAS the VENDORS have accordingly agreed to sell the schedule 'B' property in favour of the purchaser in terms of this agreement and the purchaser has also entered into a construction agreement of even date with the Developer for construction of the Schedule 'C' apartment.

WHEREAS IN pursuance of the aforesaid, the VENDORS have agreed to sell and purchaser has agreed to purchase schedule 'B' property free from all encumbrances and parties to this agreement deem it necessary to reduce in writing their mutually agreed terms has set forth hereunder;

**NOW THIS AGREEMENT TO SELL WITNESTH AS FOLLOWS:**

**1. SALE PRICE & PAYMENT:**

1.1) The VENDORS shall sell and purchaser shall purchase the schedule 'B' property for the total sale consideration mentioned in Annexure 1, with right to the purchaser to get constructed the schedule 'C' Apartment through the Developer and the sale price does not include, Deposits to be made before the concerned Authorities/Companies/Boards including BESCOM, BWSSB, BBMP and does not include service Taxes and other taxes, stamp Duty etc.

1.2) The purchaser has paid the Developer the amounts mentioned in Annexure I towards part payment of sale Consideration agreed for sale of Schedule 'B' property and the balance sale consideration shall be payable to the Developer as detailed in said Annexure I , payments as per said annexure being the essence of this agreement.

1.3) in the event of delay/default by the purchaser/s to pay the balance sale consideration, the Vendors /Developer shall be entitled to terminate this agreement by issuing a notice calling upon the purchaser/s to pay the arrears of amounts due within 15 (Fifteen) days from the date of issue of such notice and if the purchaser fails to pay the arrears, this Agreement shall be deemed to have been terminated and the Vendors /Developer shall be entitled to forfeit 25% of the sale consideration stipulated herein as liquidated damages by adjusting the same out of the amounts paid by the purchaser/s till the date of termination and refund the balance, if any, within thirty days from the date of resale of Schedule 'B' Property and schedule 'C' Apartment. On such termination the Construction Agreement entered into between the Developer and the purchaser shall also stand terminated automatically without any notice to the purchaser. The Vendors/Developer's right to terminate the agreement under this clause is an absolute right and the purchaser shall not be entitled to raise any dispute with regard to the same.

1.4) In case of breach of the terms and conditions of the Construction Agreement by the purchaser, resulting in its termination, this Agreement shall also be deemed to have been terminated for default automatically without separate notice in which event the Developer shall be entitled for the liquidated damages of 25% of the consideration.

1.5) upon termination as above the purchaser/s shall not have any claims over the Schedule 'A' property and the schedule 'B' property and the schedule 'C' Apartment and/or against the Vendors/Developer .The Vendors /Developer shall be free to deal with Schedule 'A', 'B' and 'C' properties as they may deem fit for their own benefit without reference to purchaser.

1.6) However, if the purchaser pays the arrears due with overdue interest within the time stipulated in the notice of termination, the Vendors/Developer at their discretion may agree to receive the unpaid sums with interest at 18% per annum from due

date/s till payment in full and in one lump sum all the unpaid sums and to continue the Agreements.

## **2) PURPOSE OF SALE:**

2.1) The sale of schedule 'B' property shall be to enable the purchaser to get constructed the Apartment described in schedule 'C' herein exclusively through the Developer under the Scheme of ownership narrated in the preamble and as per the Plan and designs agreed to between the parties. The purchaser shall have no right to construct the schedule 'C' Apartment other than through Developer.

2.2) The Purchaser shall not seek partition or division or separate possession of Schedule 'B' property or Schedule 'C' property and/or object for construction of apartment by other purchasers of undivided shares in the remaining portions of schedule 'A' property and/or call in question the sale price that will be settled with the purchasers of the rest of the undivided shares in Schedule 'A' property.

## **3) NATURE OF RIGHT AND USAGE:**

3.1) it is agreed that, the purchaser/s shall have the following rights in Schedule 'A' property:

- a) Undivided proportionate share in schedule 'A' property described in schedule 'B' herein;
- b) Absolute ownership to the schedule 'C' Apartment on completion of construction and registration of sale deed and delivery of possession of the same to the Purchaser;
- c) Exclusive right to use the parking space allotted to the schedule 'C' Apartment for parking light motor vehicle;
- d) Right to use and enjoy the common areas and facilities within the schedule 'A' property subject to sharing expenses for maintenance of such common areas and facilities along with all other owners of Apartments;
- e) Right to use the club and other common facilities provided therein, subject to adhering to the conditions, rules and regulations that may prescribed for usage of club and facilities therein and payment of usage charges.

3.2) The purchaser/s hereby acknowledge/s that the schedule 'C' Apartment together with the parking space allotted to the same, as described in schedule 'C' hereunder, shall always be treated as a single indivisible unit for all purposes and cannot be transferred or dealt with separately. Other than the parking space/s allotted to the schedule 'C' Apartment, the purchaser/s shall not have any claim, right or interest whatsoever in respect of the remaining parking spaces in the schedule 'A' property and the Vendors/Developer shall have the right to allot the use of the same to any buyer/s of the Apartment or in any other manner deemed fit by the

Vendors/Developer. This is an essential condition of sale and the purchasers have specifically agreed to the same.

3.3) it is explicitly agreed that the purchaser/s shall not have any right and interest in the open terrace spaces of any blocks of the Apartment building/s. The entire open terrace spaces shall exclusively vest with the Vendors/Developer and the Vendors/Developer shall have the right to permit the exclusive usage of the same to the buyers of apartment who have specifically acquired such rights.

3.4) The purchaser/s agree/s to own and enjoy schedule 'B' property in common with other owners or purchasers of undivided shares in schedule 'A' property and shall be entitled to all those such rights stated in schedule 'D' herein and the purchaser/s shall be liable to comply with and adhere to the restrictions and obligations imposed on the purchaser/s as detailed in schedule 'E' herein the rights and obligations so detailed in schedules 'D' and 'E' hereunder are common to all apartment owners. The Vendors/Developer however shall be entitled to confer additional benefits and rights to specific purchasers at their discretion in respect of which the purchaser/s has/have no objection.

3.5) The purchaser/s shall not be entitled to seek partition or division or separate possession of schedule 'B' property and shall always own the schedule 'B' property in undivided form.

3.6) The purchaser/s further covenant/s to use and enjoy all other common areas and amenities such as internal roads /driveways, common electrical lines and lighting, water lines, sewers, drains, pipes, pavements, etc., in 'Comfort Heights' in common with other buyers. The purchaser/s shall not place objects/things/articles on such areas which hinders free use of any of these common amenities.

#### **4) TITLE & TITLE DEEDS:**

The Vendors have represented that they are the absolute owners of the Schedule 'A' Property and that their title to the same is clear, valid and marketable. The Vendors through the Developer has furnished to the purchaser/s copies of all title deeds relating to schedule 'A' property and the purchaser after being satisfied with the title of the Vendors to the Schedule 'A' property and the Developer's right to develop Schedule 'A' property and Developer's right to Sell the Schedule 'B' and Schedule 'C' properties, the Purchaser has entered into this agreement and the construction Agreement with the Developer,

#### **5) EXECUTION OF SALE DEED, STAMP DUTY, FEES, CHARGES, ETC:**

5.1) The Vendors either themselves or through their power of Attorney agree to execute sale Deed for conveying the schedule 'B' property in favour of the purchaser, subject to the purchaser's complying with the terms and conditions of this Agreement and construction Agreement and payment of all the amounts detailed therein and the purchaser shall not be able to seek conveyance or possession of the same until then. All the parties shall co-operate with each other for registration of the sale Deed.

5.2) The stamp duty, registration fee, prevailing at the time of registration of the sale Deed, legal expenses and all other miscellaneous and incidental expenses for execution and registration of 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 exclusively. 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' property, it is the responsibility of the purchaser/s to attend to the same at his/ her/their cost and to secure release of the sale Deed and the Vendors/Developer have no liability in respect thereto.

## **6) PROPERTY TAXES:**

Upon completion of the construction, the schedule 'C' Apartment together with Schedule 'B' rights will be separately assessed to municipal/property taxes by the Municipal Authorities. The purchaser shall be liable to pay the municipal/ property taxes from the effective date of its assessment. The purchaser agrees to pay to the Vendors/Developer the charges and expenses that are necessary for securing separate assessment for schedule 'C' Apartment. The seller /Developer shall discharge property taxes and other outgoings on the schedule 'A' property up to the date of such assessment.

## **7) RIGHT TO REBUILD:**

In the event of demolition or destruction of building in schedule 'A' property or any portions thereof, irrespective of whether such destruction is due to nature calamities, rioting, fire, inundation of water or natural deterioration due to ageing or for any reason of whatsoever nature, all the owners of schedule 'A' property shall together have the right to rebuild their respective apartments in 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 will have the right to construct and own the same area as is owned by him/her prior to the date of destruction. However if the area sanctioned is more/less, the purchaser will have right to construct and own only proportionate area. Whenever the owners rebuilding the building after such destruction, the functions of new construction shall be such that it shall support the number of floors, including the basement that existed prior to its destruction or clarification. All the owner shall bear the cost of rebuilding in proportion to the area in their occupation, accordingly.

## **8) CLUB:**

8.1) The Developer is developing as part of "Comfort Heights" a club house in a portion of the schedule 'A' property consisting of Gym, Kids play area and Multipurpose Hall, swimming pool, Health club, all the Owners/Occupants of Apartments of Comfort Heights shall be entitled to make use of club and facilities on availability basis and by paying user/subscription charges as may be prescribed by the

Developer or the Agency appointed for the maintenance of the common areas and facilities in Comfort Heights or the Agency operating the Club, from time to time.

8.2) The owners /occupants of apartments in '**Comfort Heights**' are not required to pay any membership fee to get admitted to this club however no owner of an apartment in **Comfort Heights** shall claim any exclusive right or ownership over the club and/ its facilities/assets. The purchaser and his immediate family members are entitled to be enrolled as members of the club without payment of any additional consideration. In the event the apartment is leased/rented out by the purchaser, the occupant of the apartment shall be entitled to make use of the club facilities and the purchaser shall not be entitled to use the club facilities.

8.3) The owners/occupants of the Apartment in '**Comfort Heights**' shall follow the rules and regulations that may be prescribed for the purposes of operating, maintaining and running this club by the Developer/Agency operating the club, from time to time.

8.4) The Developer shall also be entitled to appoint an independent outside agency to manage and operate the club with the aforesaid facilities and provide necessary services to the owners/occupants of Apartments.

8.5) The Developer, as part of the club, for the Convenience benefit of The Owners/Occupants of apartments in Comfort Heights will also be earmarking a space for Market / Shop the Developer shall be entailed to give the Spaces to any person desirous of operating these facilities on such terms And conditions as the Developer may deem fit. It is clarified that the Developer id only providing the spaces required for operation of these facilities and the services are being provide by out said operators/agencies who will to take up these spaces from the developer. It is also clarified that the Developer is not responsible for either the quality of services provided by such operators of the price at which the services are provided to the Owners/occupants of the Apartment in **Comfort Heights** all the income arising out the club & its facilities, after deducting expenditure for running, maintain and operating the club shall accrue to the Developer/Agency Appointed by the Developer for the operating the club/Association of Apartment Owners on its formation.

8.6) it is clarified that non completion or non operation of club or any of the above facilities shall not be deemed as delay in handing over the possession of the Schedule 'C' Apartment and the purchaser shall take possession of the schedule 'C' Apartment even if club and above facilities are not complete or non operational, if the schedule 'C' Apartment is ready and complete in all respects as per the specifications.

8.7) the facilities of the club is available for the benefit of the owner/occupant of the Apartment in **Comfort Heights** and in the event of transfer of ownership of the Apartment the transferee of the Apartment will be entitled on the benefits of the club and the transferor shall cease to be the member of the club.

8.8) The purchaser shall be bound to observe all the rules and regulations of the club laid down by the Developer or the Agency Operating the club from time to time for using the facilities therein including payments of necessary charges.

**9) NO RIGHT OBSTRUCTS DEVELOPMENT:**

9.1) The purchaser/s shall have no right at any time whatsoever to obstruct or object or hinder the progress of the construction of the building and other developments or any part thereof in the Schedule 'A' Property and/or in Comfort Heights.

9.2) The Vendors have retained with themselves Northern portion of the property bearing Survey No. 37, Situated at Vasanthapura Village, Uttarahalli Hobli, Bangalore South Taluk, that is portion situate to the North of Schedule 'A' property mentioned here under for future Development. The Vendors shall be entitled to have access to the said retained Northern portion through the open space/set back left on the Eastern side of the Schedule 'A' property taken of for development.

**10) ASSIGNMENT:**

The purchaser shall not assign/transfer his/her/their interest under this Agreement without the prior written consent of the Vendors/Developer. It is explicitly made clear that the Vendors/Developer are not obligated to give their consent for any assignment by the purchaser as this contract is exclusive in nature. It is also agreed that in the event the Vendors/Developer give their consent for assignment of purchaser's interest under this Agreement, the assignee/s shall comply with all the terms and conditions which the purchaser required to comply under this Agreement and the Construction Agreement and any additional terms and conditions that may be imposed by the Vendors/Developer and Vendors/Developer shall be entitled to collect charges and additional consideration amounts as may be determined by the Vendors/Developer and also to collect the applicable taxes as their administrative charges/transfer fee for giving such consent. Further, as this Agreement and the construction Agreement are in-terminus in nature, the purchaser shall not be entitled to assign either of these agreements independently without assigning the other agreement i.e. the purchaser shall not be entitled to breach or non-compliance of any of the terms and conditions of this Agreement by the purchaser/s nor shall the same in any manner prejudice the right of the Vendors/Developer.

**11) POSSESSION:**

The Vendors/Developer shall deliver and put the purchaser/s in constructive possession of schedule 'B' property and actual, physical, vacant possession of schedule 'C' Apartment on the delivery date agreed in the construction Agreement, Subject to payment of all the amounts due under this agreement and construction Agreement and compliance of all the terms in both agreements. That on registration of the sale deed in respect of the schedule 'B' property, the purchaser shall have no further claims of whatsoever nature against Vendors/Developer, The First Party shall deliver the possession of the Schedule 'c' Property in all aspects only after payment of

all the amounts as detailed in the Payment Schedule including the maintenance deposit (as per annexure) mentioned in the agreement before Dec 2017 with an additional grace period of 6 months.

## **12) CANCELLATION, SPECIFIC PERFORMANCE & ARBITRATION:**

12.1) In the event the purchaser seeks to terminate/cancel this agreement the Vendors/Developer may at their discretion allow the purchaser to terminate/cancel this agreement subject to the condition that the Developer shall be entitled to recover from the purchaser up to 25% of the sale value/consideration payable by purchaser under this agreement as damages for termination/cancellation of the agreement. It is clarified that if Vendors /Developer allow the purchaser to terminate this agreement it shall be deemed that the construction agreement of even date between the developer and the purchaser is also allowed to be terminated and the purchaser shall also be liable to pay the damages reserved in the construction agreement to the Developer.

12.2) in the event of default by the Vendors /Developer, the purchaser is entitled to enforce specific performance of the this contract. Similarly in the event of default in the purchaser/s, the Vendors /Developer at their discretion shall be entitled to enforce specific performance of this agreement or take action as per this agreement.

12.3) in the event of breach of the terms of this agreement to sell or in the event any differences or disputes arising between the parties in regard to this agreement or any matter relating thereto, the same shall be referred to a sole arbitrator to be appointed by the Developer and his award shall be binding on all the parties. The provisions of the arbitration & conciliation Act in force shall be applicable to the said Arbitration proceedings. The arbitration shall be conducted in English language and the place of arbitration shall be in Bangalore.

12.4) The court at Bangalore alone shall have jurisdiction in all matters relating to this agreement.

## **13) RULES OF INTERPRETATION:**

This agreement will be interpreted in accordance with the settled principles 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 them jointly or severally.

- e) The division of this Agreement into clauses 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.

#### **14) COMPLETE AGREEMENT AND AMENDMENT:**

The parties hereto acknowledge that this agreement and the construction agreement reflect and record entire rights and obligations with respect to schedule 'B' property and schedule 'C' Apartment and supersede brochures, enter of offer/payment schedules all other prior arrangement/ representations, between the parties whether or oral. This agreement can be amended only by a written documents executed between the parties,

#### **15) SALABILITY:**

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:

- a) Amend that provision in such reasonable manner as to achieve the intention of the parties without illegality, or
- b) At the discretion of the parties, such provision may be severed from this agreement.
- c) 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.

#### **16) DEED OF DECLARATION:**

The parties agree that their rights, interest, obligations, liabilities, responsibilities relating to the Schedule 'A', 'B' and 'C' properties shall be governed by the provisions of Karnataka Apartment Ownership Act & other Acts and Rules in force and the parties agree to execute necessary documents and Deed of Declaration/s required in that regard.

#### **17) CUSTODY:**

This agreement is prepared in duplicate the purchaser/s shall bear the stamp duty payable on this agreement and duplicate hereof. The original shall be with the purchaser/s and the duplicate set shall be retained by the Developer.

**: SCHEDULE 'A':**

All that piece and parcel of the Property being Southern portion of the land bearing Survey No. 37, situated at Vasanthapura Village, Uttarahalli Hobli, Bangalore South Taluk, now within the limits of BBMP and the Property bearing Katha No. 1337/37/1, and the land converted for residential purposes by the Order of the Deputy Commissioner, Bangalore District, Vide Order No. BDS ALN (SR) (S) 532/2004-05, dated 10-01-2005, and measuring 2 acres or 8100 Sq.mt (Approximately) out of the total area measuring 3 acres 9 guntas, and bounded on:

East by : Patel Appayappa's land

West by : Shivaji Rao and Munibya's land

North by : Portion of the land in same Sy. No. retained by  
the Vendors and Laxmana Rao land

South by : Road and thereafter property of M/S Hegde And  
Goley Ltd.,

**SCHEDULE – B**

[Description of the Property agreed to be sold]

An undivided share of the land composed in the Schedule 'A' property equivalent to --- Sq.ft with right title and interest and ownership of the land in the total land of Schedule 'A' property referred to above.

**SCHEDULE - 'C'**

[Description of the Apartment to be built]

Flat bearing **No.-----** in -- **(-----)** Floor in 'B' Block constructed over the Schedule 'A' property, containing **--(----)** Bedroom Units, Living / Dining, Kitchen, Toilets, with one covered car parking space and the super built area measuring ----- **Sq.ft** of the Apartment known as **"COMFORT HEIGHTS"** together with an undivided share, right, title and interest of land as specified in Schedule 'B' referred to above, along with water, electricity and sewerage amenities together with common areas such as passages, lobbies, lifts, staircase and other areas for common use.

## **SCHEDULE 'D'**

### **:RIGHTS OF THE PURCHASER:**

The Purchaser/s shall, in the course of ownership of schedule 'B' property and schedule 'C' Apartment have the following right:

1. The right to get constructed and own the Apartment described in the Schedule 'C' above for residential purpose subject to the terms of the construction Agreement.
2. The right and liberty to the Purchaser and all persons entitled, authorized or permitted by the purchaser(in common withal other persons entitled, permitted or authorized to a similar right) at all times, and for all purposes, to use the staircases, passages and common areas in the Building for ingress and egress and use in common;
3. The right to subjacent lateral, vertical and horizontal support for the schedule 'C' Apartment from the other parts of the Building;.
4. The right to free and uninterrupted passage of water, electricity, sewerage, etc., from and to the schedule 'C' Apartment through the pipes, wires, sewer lines, drain and wires which are or may at any time hereafter be, in, under or passing through the Building or any part thereof by the schedule 'A' property;
5. Right to lay cables or wire for Radio, Television, Telephone, Data, cable and such other installations, in part of the Building, however, recognizing and reciprocating such rights of the other owners;
6. Right of entry and passage for the Purchaser with/without workmen to other parts of the Building at all reasonable times after notice to enter into and upon other parts of the Building for the purpose of repair to or maintenance of the Schedule 'C' Apartment or repairing, cleaning, maintaining or removing 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.
7. Right to use along with all other owners all common facilities and amenities provided therein on payment of such sums as may be prescribed from time to time by the Developer of the owner's association of the agency looking after the maintenance of common areas and amenities.

8. Right to use and enjoy the common areas, amenities and facilities in 'Comfort Heights' in accordance with the purpose for which they are installed without endangering or encroaching the lawful rights of other owners/users.
9. Right to make use of all the common roads, driveways and passages provided in Schedule 'A' property and the adjoining lands to reach the Schedule 'C' Apartment without causing any obstruction for the movement therein.

**SCHEDULE 'E':**

**:OBLIGATIONS ON THE PURCHASER:**

1. Not to raise any construction in addition to that mentioned in Schedule 'C' above.
2. Not to use or permit the use of the Schedule 'C' Apartment in such manner which would diminish the value of the utility in the property described in the Schedule 'A' above.
3. Not to use the space in the land described in schedule 'A' property for parking any vehicles or to use the same in any manner which might cause hindrances to or obstruct the movement of vehicles parked in the parking spaces or for users of adjoining properties.
4. Not to default in payment of any taxes or government levies to be shared by all the owners of the property described in the schedule 'A' property.
5. Not to decorate the exterior part of the Schedule 'C' Apartment to be constructed otherwise than in the manner agreed to by at least two third majority of the owners of Apartment in 'Comfort Heights'
6. Not to make any arrangements for maintenance of the building and for ensuring common amenities herein for the benefit of all concerned other than that agreed to by two third majority of all apartment owners.
7. The purchaser shall have no objection whatsoever to the Developer managing the building in Schedule 'A' property by themselves or handing over the common areas and the facilities to the same, the Developer shall retain the same and the purchaser have given specific consent to this undertaking.
8. The purchaser shall become a Member of owners 'Association to be formed amongst the owners of apartment in 'Comfort Heights' and agree to observe and perform the terms and conditions and bye-law and rules and regulations of the Association that

may be formed pay the admission fee and other fees that may be agreed. The maintenance of all the common areas and facilities in 'Comfort Heights' shall be done by Developer until formation of Association and /or by the Maintenance company appointed by the Developer and the Purchaser shall pay all common expenses and other expenses, taxes and outgoing in terms of this Agreement and construction Agreement to the Developer or the Maintenance company engaged by the Developer.

9. It is hereby clarified and agreed that all expenses relating to maintenance of common areas, amenities, open spaces, parks gardens (other than private gardens) and facilities shall be borne by the owners of Apartment in Comfort Heights 'proportionately. No owner of an apartment in Comfort Heights is exempted from payment of common area maintenance expenses by waiver the use enjoyment of all or any common areas and facilities or by non-occupation of the apartment.
10. The purchaser/s shall use the apartment only for residential purpose and the car parking space for parking a light motor vehicle/s and no other purposes. The purchaser shall not use the Schedule 'C' Apartment as serviced apartment on transit accommodation or let it out on temporary basis.
11. The purchaser shall not alter the elevations of the apartment building.
12. The purchaser shall from the date of possession, maintain the apartment at his cost in a good and habitable conditions and shall not do or suffer to be done anything in or to the said apartment and/or common passages, or the compound which may be against the rules and bye-laws of the Bangalore Development Authority or any other Authority. The purchaser shall keep the Apartment walls, floor, roof, drains, pipes and appurtenances thereto belonging in good condition so as to support, shelter and protect the parts of the entire development and shall not do any work which jeopardize the soundness or safety of the building or the property or reduce the value thereof or impair any assessment and shall not add any structure or excavate any basement or cellar. The purchaser/s shall promptly report to the Developer /Maintenance Company/Association of Apartment Owners, as the case maybe, of any leakage/seepage of water/sewerage and the like through the roof floor /wall of the said apartment and especially with regard to the external and common walls shared by the owners.
13. It is specific term and condition of this Agreement and of the right to be created in favour of the prospective buyers of the apartment in 'Comfort Heights' that;
  - a) The name of the owner and/or apartment number shall be put in standardized letters and colouring only at the space designated by the Developer in the entrance

lobby and at the entrance door of the particular apartment but at no other place in the building and the number allotted to any apartment shall not be altered.

**b)** No sign board, hoarding or any other logo or sign shall be put up by the buyers on the exterior of the building or on the other well/s of the apartment.

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

**d)** The purchaser/shall not do anything that may adversely affect the strength/appearance/beauty of the building, nor do anything within the compound of 'Comfort Heights' which may cause any nuisance or obstruction or hindrance to the other owners/users.

**e)** Any further or other construction that may be permitted hereafter over and above the construction already sanctioned as aforesaid such construction may be carried out only by the Developer. The purchaser/s shall not be entitled to object to the same or to cause any obstruction or objection to the same nor to ask for any discount and/or debate and/or apartment in the above mentioned consideration.

14. The purchaser/s shall, from time to time do and execute all further acts, deemed matters and things as may be reasonably required by the Developer for dully implementing the terms and intent of this agreement and for the formation of owner Association.

15. in the purchaser will be one of the owners of the apartments in 'Comfort Heights' the purchaser the shall be entitled to use in common with all the other buyers/ owners in 'Comfort Heights' the common areas and facilities listed below;

- a) Driveways, roads, passages, entry and exits;
- b) Entrance lobby, staircase and corridors in apartment towers;
- c) Elevators, pumps, generators;
- d) Open spaces, common gardens, parks;
- e) Facilities in club house including the swimming pool/s;
- f) Any/all other common facilities and amenities in 'Comfort Heights';

16. The purchaser shall be entitled to exclusively use the parking space specifically allotted to the purchaser either in the basement or at the surface level only for the purpose of parking cars and light motor vehicles. The purchasers shall not have any right to object for allotment of parking spaces to the other apartment owners, nor shall he have any right to encroach or use other car parking spaces allotted or otherwise.

17. The purchaser shall not at any time cause any annoyance, inconvenience or disturbance or injury to the occupiers of other apartments in the Apartment Complex and the Purchaser shall not do the following acts;;

- a) Closing the lobbies, stairways, passages and parking spaces and other common areas;
- b) Making any alterations in the elevation or both faces of external doors and windows of the apartment/parking spaces to be acquired by purchasers which in the opinion of the Developer or the owners' association or seller differ from the scheme of the building.
- c) making any structural alterations inside the apartment or making any fresh openings;
- d) Defaulting in payment of any taxes or levies to be shared commonly by all the owners or common expenses for maintenances of the development.
- e) Creating nuisance or annoyance or damages to other occupants and owners by allowing pounding, running machinery and causing similar disturbances and noises.
- f) Installing machinery, store/keep explosives, inflammable/ prohibited articles which are hazardous, dangerous or combustible in nature.
- g) Using the common corridors, stair cases, lift lobbies and other common areas either for storage or for use by servants at any time.
- h) Bringing inside or park in the schedule 'A' property any lorry or any heavy vehicles without the prior approval of the Developer/maintenance company/association of owners.
- i) Using the apartment or portion thereof for purpose other then for residential purpose and not to use for any illegal or immoral purpose.

- j) Draping clothes in the balconies and other places of building.
- k) Entering or trespassing into the parking areas, garden areas and terrace not earmarked for general common use.
- l) Throwing any rubbish or garbage other than in the dustbin/s provided in the property.
- m) Undertaking any interior decoration work or additions, alterations inside the apartment involving structural changes without prior consent in writing of the Developer/maintenance company/ owner association.
- n) Creating any nuisance or disturbance or misbehave in the matter of enjoying the common facilities provided to all the owners in 'Comfort Heights'.
- o) refusing to pay the common maintenance expenses or user charges or such sums as are demanded for use and enjoyment of common facilities and club house facilities in 'Comfort Heights'.
- p) Trespass into other residential buildings in 'Comfort Heights' or misuse the facilities provided for common use.

18) The use of the club house, swimming pool and other facilities by the purchaser/s during tenure of membership shall be without causing any disturbance or annoyance to the other users and without committing any act of waste or nuisance which will affect the peace of the place and shall not default/refuse/avoid paying the subscription and other charges for the use of the facilities therein.

19) The purchaser shall park vehicles only in the parking space/area specifically acquired by the purchaser and earmarked for the exclusive use of the purchaser.

20) The purchaser/s shall not throw garbage/used articles/rubbish in the common areas, parks and open spaces, roads and open spaces left open in the schedule 'A' property. The purchaser/shall strictly follow rules and regulations for garbage disposal as may be prescribed by the developer or agency maintaining the common areas and facilities in 'Comfort Heights' or by the owners Association.

21) The purchaser/s shall keep all the pets confined within the schedule 'C' Apartment and shall ensure that the pets do not create any nuisance/ disturbance to the other owners/occupants in the building.

22) The purchaser/s shall use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in schedule 'A' property and in the Apartment Building in common with the other apartment owners and to permit free passage of water, sanitary, electricity and electrical lines, through and along the same or any of them and to share with the other apartment owners the cost of maintaining and repairing all common amenities such as common accesses, staircases, lifts, generator, etc., and to use the same as aforesaid and/or in accordance with the rules, regulations, bye-laws and terms of the association to be formed by or among the apartment owners in the Building.

23) The purchaser/s shall permit the Developer and/or Maintenance company and/or owners association and/or their agents with or without workmen at all reasonable times to enter into and upon the apartment/parking space or any part thereof for the purpose of repairing, maintaining, re-building, cleaning and keeping in order and condition all services, drains, structures or other conveniences belonging to or servicing or used for the said apartment and also for the purpose of laying, maintaining, repairing and testing drainage, water pipes and electric wires and for similar purpose and also for the purpose of cutting off the supply of water and electricity etc., to the apartment/parking space or other common areas of the building or to the occupier of such apartment/parking space as the case may be who have defaulted in paying the share of the water, electricity and other charges.

24) The purchaser shall have no right at any time whatsoever to obstruct or hinder the progress of development and construction of the building in schedule 'A' property.

25) The common areas and facilities shall be used commonly and none of the owners including the purchaser shall bring any action for partition or division of any part thereof.

26) The purchaser/s in the event of leasing the schedule 'C' apartment shall keep informed the maintenance company/owners association about the tenancy of the schedule 'C' apartment and giving all the details of the tenants. Upon leasing only the tenant/lessee shall be entitled to make use of the club facilities and the purchaser/s shall not be entitled to make use of the club 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 to ensure that the tenant/lessee follows all the rules and regulations that may be prescribed for the occupants of ' Comfort Heights'

27) The Purchaser shall be liable to pay to Developer/Maintenance company/Owner's Associations, as the case may be, the following expenses proportionately;

- a) Expenses incurred for maintenance of all the landscaping gardens, and open spaces, white-washing and painting the exteriors and the common areas, the repair and maintenance of lifts, pumps, generators and other machinery, water, sanitary and electrical lines, electrical and water charges of the common areas, including the cost of AMC's for these equipments, replacement of fittings and provision of consumables of all common areas and places.
- b) All taxes payable, service charges and all other incidental expenses in general.
- c) Salaries, wages, paid/payable to property manager, security ,lift operators, plumbers, electricians, gardeners and other technicians etc;
- d) All other expenses incurred for proper upkeep and maintenance of common areas and facilities within the development including expenses/costs incurred for replacement of worn out equipments, machinery such as generators, elevators, pumps, motors etc.

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

WITNESSESS:

1)

VENDOR/S

2)

**CONFIRMING PARTY/ DEVELOPER/S**

**PURCHASER/S**

