

## **AGREEMENT TO SELL**

**THIS AGREEMENT OF SALE** is made and executed on this \_\_\_\_<sup>th</sup> day of  
\_\_\_\_ Two Thousand Twenty-Five (**00.00.2025**) at Bangalore:

### **BETWEEN:**

#### **1. M/s. KUMARI INFRA HOMES PVT LTD.,**

Registered under the Company Act 1956,  
Having office at No. 7/A, 2nd Floor,  
19th Main Road, 3<sup>rd</sup> -Sector,  
HSR Layout, Bangalore- 560102.

Represented by its Managing Director.

**Mr. T. NARASIMHULU**

**Aadhar No.** 7774 4065 2842.

hereinafter referred to as "**OWNERS-I/FIRST PART-I**," (which expression shall, unless repugnant to the context or meaning thereof, mean and include their successors-in-title and legal heirs, representatives assign, etc.,) Of the **FIRST PART**;

#### **2. Mr. P GAGAN REDDY,**

Son of Late. P. V. N. Vidyakar Reddy,  
aged about 46 years,  
residing at Flat No 401, Balaji Elite,  
24th Main, Sector 2, HSR Layout,  
Bangalore – 560 102.

**AADHAR No:** 4451 3139 0844.

Hereinafter referred to as "**OWNER-II/FIRST PARTY-II**" (Which expression shall wherever the context so requires or admits shall mean and include their legal representatives, executors, administrators and assigns etc.,) of the **FIRST PART**.

### **AND**

#### **M/s. KUMARI INFRA HOMES PVT LTD.,**

Registered under the Company Act 1956,  
Having office at No. 7/A, 2nd Floor,  
19th Main Road, HSR Layout, Bangalore- 560102.  
Represented by its Managing Director.

**Mr. T. NARASIMHULU.**

Aadhar No. 7774 4065 2842.

Hereinafter referred to as "**DEVELOPER /SECOND PARTY**" (Which expression shall wherever the context so requires or admits shall mean and include its representatives, liquidator executors, administrators and assigns etc.,) of the **SECOND PART**.

**IN FAVOUR OF**

**SRI.** \_\_\_\_\_, S/o \_\_\_\_\_, Aged about \_\_\_\_\_ Years, Residing at \_\_\_\_\_.

**PAN NO** : \_\_\_\_\_  
**AADHAR NO** : \_\_\_\_\_

Hereinafter referred to as the **PURCHASER** (Which expression shall wherever the context so requires or admits shall mean and include their legal representative, executors, administrators and assigns etc.,) of the **OTHER PART**.

**WHEREAS**, the Owners/First Party and the Developer herein represents that, they have decided to develop the residential layout known as " \_\_\_\_\_" in the residentially converted lands bearing Survey Numbers 69/2, 69/3, 69/4, 69/5, and 152, totally measuring 05 Acres 21.08 Guntas and 02 Guntas kharab, all are situated at Kuthganahalli Village, Sarjapura Hobli, Anekal Taluk, Bangalore Urban District, which are more fully described in the Schedule A hereunder and hereinafter referred to as **SCHEDULE A PROPERTY**.

**WHEREAS**, the Owners herein have acquired the Schedule A Property in the following manner:

<b>Sl. No.</b>	<b>Sy. No.</b>	<b>Extent</b>		<b>K</b>	<b>Owners</b>	<b>Conversion Order No. &amp; Date</b>	<b>Doc. No &amp; Date</b>
		<b>A</b>	<b>G</b>				
<b>1.</b>	69/3	01	00	01	M/s. Kumari Infra Homes Pvt Ltd.,	ALN (A)(S) SR: 253/2022-23 dt 08.06.2023.	SRJ-1-06001-2023-24 dt. 30.09.2023
<b>2.</b>	69/4	01	01	00	M/s. Kumari Infra Homes Pvt Ltd	ALN (A)(S) SR: 254/2022-23 dt 08.06.2023.	SRJ-1-06001-2023-24 dt. 30.09.2023
<b>3.</b>	69/5	01	00	00	M/s. Kumari Infra Homes Pvt Ltd	ALN (A)(S) SR: 255/2022-23 dt 08.06.2023.	SRJ-1-06001-2023-24 dt. 30.09.2023
	<b>Total</b>	<b>03</b>	<b>01</b>	<b>01</b>			

**WHEREAS**, the Owners-II/First Party-II herein have executed Joint Development Agreement and General Power of Attorney in favour of M/s. Kumari Infra Homes Pvt Ltd., the Developer herein for the development of the Schedule A Property into a residential layout as mentioned below:

<b>Sl. No .</b>	<b>Sy. No.</b>	<b>Extent</b>	<b>Owners</b>	<b>Document</b>	<b>Conversio n Order No. &amp; Date</b>	<b>Doc. No &amp; Date</b>

		<b>A</b>	<b>G</b>				
1.	69/ 2	01	20.08	P. Gagan Reddy	Joint Developmen t Agreement	ALN (A)(S) SR: 138/2024- 25 dt 26.12.2024	SRJ-1- 00400-2024- 25, dt.12.04.202 4
2.	152	01	00	P.Gagan Reddy		ALN (A)(S) SR: 25/2024- 25 dt 07.08.2024	SRJ-4- 00032-2024- 25, dt 12.04.2024
<b>1.</b>	<b>Tota 1</b>	<b>02</b>	<b>20.08</b>				

**WHEREAS**, the Developer, propounded a scheme of development of Schedule A Property into a residential layout under the name of “**KUMARI SAVYA**” comprising of plots of different dimensions and measurements developed on Schedule A Property with common areas and amenities viz internal roads, pathways, open spaces and club houses with services such as water supply system, sewage disposal system etc., as mentioned in **Schedule C** hereto (hereinafter referred to as “**Project**”). The Developer agrees and undertakes that it will not make any changes to layout plan except in strict compliance with section 14 of the Real Estate (Regulation and Development) Act, 2016.

**WHEREAS**, the First Party/Developer have obtained the Provisional layout plan on **30.05.2025**, vide Plan bearing **No. APA/LAO/91/2024-25** issued by the Anekal Planning Authority consisting of **99 sites** of various dimensions with an intention to develop the Schedule A Property into residential layout and sell the sites in favour of prospective purchasers.

**WHEREAS**, the Developer/Confirming Party has registered the Project under the provisions of Real Estate (Regulation and Development) Act, 2016. The RERA has issued a registration Certificate bearing No. PRM/KA/RERA/1251/308/PR/020622/00 dated \_\_\_\_\_.

**AND WHEREAS**, the First Party herein has authority and power to sell the sites formed in the Project/Layout and is desirous of selling the sites formed in the layout.

**WHEREAS**, the Vendor/First Party, other adjacent land owners and the Developer herein have entered into an area Sharing Agreement on \_\_\_\_\_ for identifying their respective share of sites in the project “**KUMARI SAVYA**”.

**WHEREAS**, the scheme of development of the residential layout formulated by the First Party envisages that persons interested in acquiring ownership of a plot in the Layout/Project are required to purchase a plot in the Schedule A Property, and the Purchaser (after being satisfied with the First party’s title to Schedule A Property and with the scheme of development) has decided to purchase Plot/Site

bearing No \_\_, which is more fully described in the Schedule B hereunder and hereinafter referred to as **SCHEDULE B PROPERTY**.

**WHEREAS**, upon acquiring of Schedule B Property, the Purchaser is allowed to construct/develop a residential Development purpose in the Schedule B Property as may be agreed between the Purchaser and the Developer which shall be constructed/developed through Developer or his nominees and also in line with the provisional layout plan issued by the Anekal Planning Authority in a manner to ensure that the aesthetic appearance/ beauty of the Project and common specifications (including any residential Developement therein) is maintained as approved by the Developer.

**WHEREAS**, Purchaser of the Schedule B Property would also be entitled to become a permanent life member of the Club House in the Project, to be constructed and developed by the Developer, subject to payment of necessary maintenance charges which shall be decided by the Developer or any maintenance company appointed by the Developer during /after completion of the Project and other facilities in Project.

**WHEREAS**, the Purchaser who is interested in purchasing Schedule B Property in the Project, after scrutinizing the documents of title in the hands of the First Party to the Schedule A Property and upon representations and assurances of the First Party, has come forward to purchase of Plot/Site No \_\_ measuring \_\_ Sq Mtr(\_\_ Square feet) which is more fully described in Schedule B Property from the First Party. on certain terms and conditions, AND the purchaser shall be agreed to pay total sale consideration of plot cost with an addition charge to the Vendor/Developer for purchase of the Schedule B Property. Payment terms of Annexure-A. Which shall be paid by the Purchaser on or before the execution of the Sale Deed with respect to the Plot earmarked as Schedule B Property.

**WHEREAS**, the Purchaser agrees that any consideration paid by Purchaser shall be exclusive of all applicable stamp duties, registration charges, statutory taxes, both direct and indirect including GST, for which the Purchaser/s shall be separately liable as per the applicable laws of India.

**WHEREAS**, the First Party do hereby covenant that the Schedule B Property is not subject matter of any litigation and does hereby further covenant the Purchaser that the First Party shall keep the Purchaser fully indemnified against all encumbrances, claims, attachments etc., created, occasioned or made by the First Party or any person claiming through or in trust for them or any of their predecessors in title. The Purchaser/s herein has paid advance Sale Consideration to the Developer herein. The First Party acknowledges receipt of the same.

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

**1. SALE PRICE AND PAYMENT:**

- 1.1. The First Party shall sell and Purchaser shall purchase **Schedule B Property** for the sale consideration stipulated in the **Annexure-A** hereto. The Consideration includes proportionate cost for development of the layout Project "**KUMARI SAVYA**" in the form of common roads, drainages, compound wall, underground electric cabling and street lighting etc., including for those detailed in **Schedule C** herein.
- 1.2. The total Sale Consideration **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** for sale of **Schedule B Property** is as shown in the **Annexure-A**. The Purchaser has paid to the Developer advance towards sale consideration and the balance sale consideration is as stated in the Annexure-A. The payment in terms of Annexure-A is essence of this Agreement as any delay would hamper/delay in the completion of development of Schedule A Property and expose Vendor/Developer to undue hardship.
- 1.3. the Purchaser has paid the advance Sale Consideration **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)**, in the following manner:

- i) **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** through Cheque bearing No. \_\_\_\_\_, dated \_\_\_\_\_.

The Purchaser/s herein has paid advance Sale Consideration to the Developer herein. The First Party acknowledges receipt of the same.

- 1.4. The Purchaser/s shall be liable to deduct the Tax deductible at Source (TDS) currently at 1% (one percent) of the total consideration payable to the First Party/Developer, as per Section 194-IA of the Income Tax Act from time to time and issue the TDS certificate in the name of the First Party/Developer at the earliest. In addition to above, the Purchaser agrees that the Developer reserves the right to recover the burden of tax and/or duties suffered by the Developer, if any, out of the sale consideration paid by the Purchaser.

## **2. TIME STIPULATED FOR REGISTRATION OF SITE:**

- 2.1. In the event of delay/default by the Purchaser to pay the balance sale consideration as per the payment schedule, The Purchaser shall get Schedule B Property duly registered in favour by paying the balance sale consideration amount within a period of 45 days from the date this agreement to sell.

## **3. CANCELLATION OF THE AGREEMENT AND ALLOTMENT OF SITE/ PLOTS:**

The Vendor/Developer and purchaser if for any reason whatsoever the registration of site is not completed within time stipulated by the Purchaser or within the extended period, from the date of this agreement, then the Vendor and Developer are at liberty and have the right to Cancel the allotment of sites The Allottee shall make the payment as mentioned

under Part "C" of Annexure-3 without any delay, in case of any delay the Allottee is liable to pay a penalty of SBI MCLR + 2% for such delay. If the Allottee fails to make the payment within 10 days from the date of demand note, then a notice providing a grace period of 20 days shall be provided to pay the amounts with interest i.e., SBI MCLR + 2%, and if the Allottee thereafter defaults to make the payment then the Promoter shall be entitled to terminate this Agreement for Sale after issuance of notice prior to termination before 30 (thirty) days of such termination and thereafter forfeit the booking amounts being 10 % of the Total Price of Schedule C Property paid and refund the remaining amounts within a period of 60 (sixty)days.

- 3.1.** and booking, in their discretion. In such event, the advance amount received by them will be refunded to the Purchaser after deducting interest in terms of as per RERA of the total cost price of the site and refund the balance amount only on Reselling of the said site OR after a period of 6 (Six) months from the date of such cancellation of booking, whichever is earlier.
- 3.2.** If the Vendors do not convey the said site by executing the sale deed in favour of the Purchaser even though the purchaser is ready to pay the balance amount, as per the norms, and other expenses as agreed to within the stipulated period, then, the Vendors do hereby agree to refund the entire amount of advance received by them including the booking charges along with interest in terms of as per RERA for the period of the total amount received from the purchaser.
- 3.3.** the Vendor/Developer is entitled to terminate this Agreement by issuing a notice calling upon the Purchaser to pay the unpaid amounts within **Ten** days from the date of receipt of such notice, and if the Purchaser fails to pay the such amount even after receipt of notice, this Agreement shall be deemed to have been terminated.
- 3.4.** In the event of termination as aforesaid, the Vendor/Developer shall be entitled to recover from the purchaser an interest in terms of RERA as liquidated damages.
- 3.5.** Upon termination of this Agreement the Purchaser shall not have any claims over the Schedule B Property. Developer shall be entitled to deal with the same as it may be deem fit for its benefit without reference to the Purchaser.
- 3.6.** If, however, the Purchaser pays up the arrears within the time stipulated in the notice of termination, the right to terminate the Agreement would lapse for such default alone and this Agreement continues to be valid.
- 3.7.** It is expressly clarified that only the Schedule B Property carved out of the Schedule A Property has been agreed to be sold to the Purchaser under this agreement and the Purchaser shall have no right or claim of ownership

or possession of the common areas earmarked in the Schedule A Property, but will have the right of use and enjoyment of the amenities and facilities to be provided for in the Project by the Developer subject to payment of the membership fees /common area maintenance charges as decided by the Developer and compliance of terms and conditions of membership and the terms, conditions and restrictions relating to the use and enjoyment of the Project and its amenities & facilities as laid down by the Developer.

#### **4. TITLE & TITLE DEEDS:**

**4.1.** The Purchaser has gone through the photo copies of the title deeds relating to the Schedule A Property and after being satisfied as to the title of the First Party to the Schedule A and B Property and First Party/Developer's right to develop Schedule A Property, the Purchaser has entered into this Agreement. The First Party and Developer hereby assure and undertake that the sale shall be free from all encumbrances and further undertake to hold all original documents, deeds and records in their safe custody in trust for all the Purchasers of the Plots in the Project and to hand over all the originals to the Owner's Association as soon as it is formed.

#### **5. POSSESSION:**

**5.1.** The Developer has agreed and undertakes to deliver the vacant possession of the Schedule B Property to the Purchaser herein at the time of the registration of the sale deed by the Owner/s and Developer shall be a confirming party to the said sale deed.

**5.2.** The Developer agrees to complete the sale transaction within 18 months and (6 months grace period) from the date of this Agreement by obtaining Final release order and approved layout plan from the BMRDA in respect of Schedule A Property, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee/Purchaser agrees that the Developer shall be entitled to the extension of time for delivery of possession of the Schedule B Property, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Developer to implement the project due to Force Majeure conditions, or any other conditions, then this allotment shall stand terminated and the Developer shall refund to the Allottee/Purchaser the entire amount received by the Developer from the Purchaser within 90 days from that date of cancellation. After refund of the money paid by the Developer, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

**5.3.** Upon Allottee/Purchaser taking the Possession of the Schedule B Property from the Developer Allottee/Purchaser shall be liable to pay maintenance, club house charges as demand by the developer or of any charges as applicable.

**6. EXECUTION OF SALE DEED, STAMP DUTY, FEES ETC:**

**6.1.** The First Party/Developer agrees to execute a Sale Deed after the receipt of all sums and on compliance of terms of this Agreement. The Purchaser is not entitled to claim conveyance of the Schedule B Property until all the amounts, dues and taxes, levies and charges payable by the Purchaser to the First Party/Developer under this Agreement for Sale are fully paid and the Purchase is not guilty of any breach or violation of, or non-observance or non-compliance of any of the terms, conditions, covenants, stipulations or provisions of this Agreement.

**6.2.** The First Party/Developer agree to execute and perform all acts, deed and things necessary and at the cost of the Purchaser to effectively convey their right, title and interest in the Schedule B Property in favour of the Purchaser.

**6.3.** The Plot in Schedule B Property will be registered only in the name of the applicant and/or co-applicant or in the name of family members down the line or the spouse. Under no circumstances it can be registered in the names of third parties or strangers. Until the Purchaser has / have intimated to the First Party / Developer and obtained the prior written consent and permission of the First Party, the Purchaser cannot transfer, assign or parting with the Schedule B Property.

**6.4.** The Purchaser shall bear fully and pay the stamp duty, deficit stamp duty and registration fee payable on the Sale Deed to be executed by the First Party & Developer in favour of the Purchaser for sale of Schedule B Property and the Purchaser shall also bear the legal fees and other incidental expenses in connection with the registration of the Sale Deed and other documents.

**6.5.** The Developer has agreed to obtain the katha in the name of the Purchaser at his/her/their cost and same will be provided at time of the handing over of the possession of the Schedule B Property. The Purchaser shall pay the cost of e-katha as mentioned in Annexure-A. If the Purchaser intends to secure e-Katha of Schedule B Property on purchase at his/her/their cost from the jurisdictional municipal/panchayath office, then First Party agrees to sign necessary consent letters. The Purchaser shall also bear the electrical meter, water meter transfer charges as applicable.

**7. PROPERTY TAXES:**

**7.1.** The First Party/Developer will pay Property taxes in respect of the Schedule B Property up to date of sale and the Purchaser shall be liable to pay the said taxes and assessments on Schedule B Property thereafter.

**8. DEVELOPER'S RIGHT TO DEVELOP:**

**8.1.** It is further agreed and confirmed by the Purchaser, that the Developer shall be free to develop adjacent and nearby properties. The Purchaser and other occupants of such site/s therein, shall have the right to use and enjoy common roads, utilities like lighting, sewerage, water and electricity and all common facilities in “**KUMARI SAVYA**” and the Club House to be constructed.

**8.2.** It is specifically agreed that if, however the First Party & Developer extend the project by acquiring the adjacent lands, the purchases of the sites/plots in such extensions shall also be entitled to common areas coupled with the right of use of common facilities made available by the First Party /Developer to such purchasers of sites/plots in the project on sharing common expenses.

**9. SPECIFIC PERFORMANCE:**

**9.1.** Either party shall have the right to enforce specific performance of this contract.

**10. CLUB HOUSE:**

**10.1.** The First Party/Developer will provide a membership to the “Club House” under the name of “**KUMARI SAVYA**” by constructing building and facility like Gym/ Health Club, Party hall etc., which will be a permanent feature in portion of Schedule ‘A’ Property or in portions adjoining the same which shall form itself as a separate entity distinct from the Project and Purchaser shall be eligible to utilize the facilities therein as per the terms and conditions of the “Club House” and the purchaser shall pay maintenance charges and such other payments as prescribed by the First Party /Developer for use of the same from time to time.

**10.2.** The ownership and possession of the Club House including movable assets will remain absolutely and exclusively with the First Party/Developer or its Associate concerns, agents, nominees, assignees and/or transferees and they alone shall be entitled to:

- a) Admit persons as members either patron, life, honorary member and/or such category as they decide. Such members need not be restricted to the owners of Schedule B Property in the Project “**KUMARI SAVYA**” and such members may be from subsequent phases.
- b) Refuse/reject applications for memberships and expel/suspend members either on account of failure to observe the Club House’s rules

and/or nonpayment of subscription and other dues or for misuse of facilities or for other reasons.

- c) Fix the subscriptions, rates and charges for use of its facilities and amenities, and Guest entrance fees and to revise the aforesaid from time to time.
- d) Frame the Rules and regulations regarding usage of the facilities at the "Club House"

**10.3.** The First Party & Developer shall have a perpetual right of ingress and egress to the 'Club House' by using the roads and other facilities in the Schedule A Property themselves and by their agents, servants, members, invitees, guests, visitors authorized/Permitted by them etc.,

**10.4.** The 'Club House' therein which may be Hand-locked and can be accessed only through the roads and pathways in Schedule A property and easementary rights in perpetuity are created in favour of the First Party & Developer, their agents, nominees, assigns, transferees, members, guests, visitors, customer, clients, suppliers etc., to reach the 'Club House' from main road through common roads, the perpetual easementary right of access to and from the 'Club House' created as aforesaid, is a restrictive covenant which runs with the land and is irrevocable under any circumstances whatsoever and the Purchaser shall not have the right to question or prevent or obstruct such use and enjoyment of 'Club House' and common roads/passages/facilities by the First Party/Developer and persons claiming under them and Vendors/Developer can permit persons using 'Club House' to make use of roads and other facilities in Schedule A property to reach 'Club House'.

**10.5.** The Purchaser as long as he/she/they remain an owner of the Schedule B Property in Project "**KUMARI SAVYA**" shall be entitled to use the 'Club House', subject to:

- a)** Strict observance of the rules of the Club House, framed by the First Party/Developer, their agents/assigns, from time to time;
- b)** The Payment of the subscriptions as may be fixed from time to time by the First Party/Developer and/or their agents/assigns;
- c)** The usage as may be fixed from time to time by the First Party/Developer and their agents/assigns and are entitled for the following:
- d)** The Purchaser and his/her/their immediate family are entitled to be enrolled as members of the Club House without payment of any additional consideration.
- e)** Membership of the Club House entitles a member to use and enjoy the facilities at the Club House, subject to strict observance of rules framed

by the First Party/Developer and their agents/ assign and subject to the payment of the subscriptions as may be fixed by them and subject to payment of charges for usage.

**f)** The Purchaser and his/her/their immediate family will only have a right to use the facilities at the Club and have no interest, right or title whatsoever to any of the assets of the Club House whether movable or immovable.

**10.6.** The First Party/Developer may themselves maintain the Club House and shall also be entitled to engage/assign/appoint any person/s or an independent outside agency to manage and operate the Club House with aforesaid facilities and provide necessary services.

**10.7.** It is clarified that non-completion or non-operation of the club or any of the above facilities therein or elsewhere in "**KUMARI SAVYA**" shall not be deemed as delay in handing over the possession of the Schedule-B Property and the Purchaser shall take possession of the Plot even if the Club House and facilities are not complete or non-operational, as if the plot is ready for use. However, the Developer will complete the basic amenities by RERA approved dated on \_\_\_\_\_ to 18 months with 6 months grace period.

**10.8.** The facilities of the 'Club House' are available for the benefit of the purchaser/occupant of the Project "**KUMARI SAVYA**" and in the event of transfer of ownership of the Schedule B Property mentioned here below, the transferee of such property will be entitled to the benefits of the 'Club house' and the transferor shall cease to be the member of the club automatically.

**10.9.** After completion of the development of the layout and the Clubhouse and after the sale of all the plots in the Project to the prospective purchasers, the Developer at its discretion may handover the Clubhouse for maintenance to the Owners Association to be formed by the Developer to provide the amenities and facilities to its members. However, the ownership and title of the land on which the Club House is constructed will remain with the Developer. The Second Party in his individual capacity or as a member of the Owners Association shall not seek for the transfer of the title of the land in favour of the Association.

## **11. RIGHTS IN COMMON AREA:**

The Purchaser on purchase of Schedule B Property agrees to enjoy the common areas and facilities in Schedule A Property herein and called as Project "**KUMARI SAVYA**" along with other owners of Project "**KUMARI SAVYA**" including purchasers of subsequent phases of development, consisting of facilities as detailed in Schedule C herein subject to such rights as are conferred upon the purchaser as stated in Schedule D herein and be liable to comply and adhere to the restrictions and obligations imposed on the Purchaser. The Purchaser agrees that First

Party/Developer is entitled to confer additional rights on other purchasers in Project **“KUMARI SAVYA”** at its discretion.

## **12. COMPENSATION:**

**12.1.** The Developer shall compensate the Allottee/Purchaser in case of any loss caused to him 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 Real Estate (Regulation and Development) Act, 2016 and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

**12.2.** Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Schedule B Property (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Real Estate (Regulation and Development) Act, 2016; or for any other reason; the Developer shall be liable, on demand to the allottee/Purchaser, in case the Allottee/Purchaser wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Schedule B Property, with interest at the rate specified in the Rules within 90 days including compensation in the manner as provided under the Real Estate (Regulation and Development) Act, 2016. Provided that where if the Allottee/Purchaser does not intend to withdraw from the Project, the Promoter shall pay the Allottee/Purchaser interest at the rate specified in the Real Estate (Regulation and Development) Rules, 2017 for every month of delay, till the handing over of the possession of the Schedule B Property.

## **13. DEVELOPERS RIGHT:**

**13.1.** The Purchaser shall permit the First Party/Developer and/or Maintenance Company, their agents with or without workmen at all reasonable times with prior notice to enter into and upon the Schedule B Property (including any residential Villa Plot to be developed thereon), Schedule A Property, or any part thereof for the purpose of repairing and maintaining, rebuilding, cleaning and keeping in order and condition all services, drains, cables. Water covers, gutters, structures or other conveniences belonging to or serving or used by the Purchaser 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., to the Schedule B Property (including any residential Villa Plot to be developed thereon) etc., or other common areas as the case may be in cases of

defaults in payment of the share of water, electricity and other charges and common expenses and also for non-compliance of the terms of this Agreement entered into with the First Party/Developer.

**13.2.** The First Party / Developer shall not be liable, if it is unable to complete the construction and/or development of the common facilities in Project “**KUMARI SAVYA**” as per the Schedule D and deliver possession of Schedule B Property by the aforesaid date by reason of non-availability of cement, steel and other construction materials, civil commotion or by the Act of God or if the delay is as a result of any rule, notification of the Government, Municipal Authority, any Court and/or any other public or competent Authority prohibiting development activities and/or for reasons beyond the control of the First Party/Developer and in any of the aforesaid events, the First Party/Developer shall be entitled for proportionate extension of time for delivery and possession of the common facilities in Project and/ or Schedule B Property and the amount till then paid by the Purchaser/s under this Agreement shall not be refunded.

#### **14. SHARING OF COMMON EXPENSES**

**14.1.** The power and authority to manage the Project “**KUMARI SAVYA**” shall be subject to the overall authority and control of the First Party/Developer on all matters concerning the management of the layout, the development and completion of amenities in the Schedule A Property. The Purchaser shall observe and perform all the rules and regulations of the Maintenance Company/ Owner’s Association.

**14.2.** Before possession of the Schedule B Property, the purchaser shall pay **One (1) years** maintenance in advance at the concessional rate @ **Rs. \_\_\_\_\_** per Sq. Ft per month AND applicable taxes after demand from the developer as per payment Schedule list to First Party /Developer / Maintenance Company as the case may be being proportionate share of common expenses for upkeep and maintenance of all common areas and facilities in Project “**KUMARI SAVYA**” and Club House. Monthly maintenance fee for the common areas is applicable for payment on handing over of the plot immediately after sale deed registration of plot.

**14.3.** The Plot owners shall pay the common area maintenance fees (including any revision therein) as decided by the First Party /Developer within seven days of demand. Any delay/default will result in withholding of services, and restoration shall be on discharge of dues with interest at 18% per annum.

**14.4.** The Purchaser shall pay the maintenance charges/fees to the First Party / Developer / and / or Maintenance Company which would be undertaking the upkeep and maintenance of the common areas and facilities detailed in Schedule C herein.

**14.5.** The scope of common area maintenance is as detailed in Schedule C herein. All expenses incurred in providing common services shall be taken into account for arriving at common area maintenance expenses to be shared by all the plot owners in Project “**KUMARI SAVYA**” .

## **15. OWNERS ASSOCIATION:**

- 15.1.** The Purchaser hereby agree and undertake to be a member of the proposed Owner's Association as and when formed by Developer and from time-to-time sign and execute all applications for Membership and other papers, bye- laws and documents as may necessary to form the Association and run the Association. The Purchaser shall observe and comply all the bye-laws and all the rules and regulations of the said Owner's Association and proportionately share the expenses of running the Association and its activities.
- 15.2.** In the event of Owner's Association being formed before the sale and disposal of all the plots by the First Party /Developer in Project "**KUMARI SAVYA**", the power and authority of the said Association to manage Project "**KUMARI SAVYA**", shall be subject to consultation with the Developer on all matters concerning the management of the layout and the construction and completion of amenities in Schedule A Property.

## **16. POWER & WATER SUPPLY:**

- 16.1.** The Schedule B Property will be provided with electricity supply. The said electricity supply/ supplies may be provided by either/both Government agencies like BESCOM or private electricity companies. The Purchaser shall pay all deposits and other charges as stipulated by the above agencies or companies. The Purchaser agrees to pay the consumption charges as per meter reading and further comply with the rules and regulations imposed by the authorities in respect thereto.
- 16.2.** The First Party/Developer agrees to provide back-up power as per the specification mentioned in the Schedule E. The Purchaser agrees to pay the consumption charges to the First Party/Developer/ Maintenance Company as per the meter reading. The tariff and charges for such back up power will be as fixed by the Developers/Maintenance Company from time to time.
- 16.3.** The First Party/Developer/Maintenance Company is not responsible for the quality of power supply either from Bangalore Electricity Supply Company Ltd., Private companies or from the captive power source.
- 16.4.** The Schedule-B Property will be provided with water supply. The sources for the water supply may be from Governmental agencies like BWSSB or any other source. The Purchaser agrees 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 will also be made from the bore well/s in Schedule A Property and/or by purchase from outside source in case of short supply.
- 16.5.** The First Party/Developer shall provide water connection from the main source to individual plots. The Purchaser agrees to pay the consumption

charges to the First Party/Developer/ Maintenance Company as per the meter reading. The tariff and charges for such water supplies will be as fixed by the First Party/Developer/ Maintenance Company from time to time.

**17. RIGHTS OF THE PURCHSER:**

The Purchaser shall have the following rights in respect of Schedule B Property:

- 17.1.** The right to use the Schedule B Property only for residential purpose subject to the terms of this Agreement.
- 17.2.** The right and liberty to the Purchaser and all person entitled, authorized or permitted by the Purchaser (in common with all other person entitled, permitted or authorized to a similar right) at all times and for all purposes, to use and enjoy all the internal roads, parks and open spaces and other areas and facilities of common use in Project **“KUMARI SAVYA”**.
- 17.3.** Right to use and enjoy all common services and facilities in Project **“KUMARI SAVYA”** subject to payments of common expenses & maintenance charges.

**18. OBLIGATIONS ON THE PURCHASER:**

- 18.1.** The Purchaser shall be entitled to aforesaid rights and facilities and shall be subject to the following restrictions in the manner of enjoyment of the Schedule 'B' Property.
- 18.2.** The Purchaser shall be entitled to make use of the common roads, passages and other common areas in Project **“KUMARI SAVYA”** in common with others owners of plots and not to cause any obstruction for the free passage and movement in such common areas. The Purchaser shall not cause any obstruction for the free passage of men, materials and vehicles in the internal roads, passage and common areas by placing any materials/ vehicles/articles or otherwise.

**19. NOT TO ALTER NAME:**

- 19.1.** The Purchaser shall not alter or subscribe to the alteration of the name of Project i.e. **“KUMARI SAVYA”** in the Schedule A Property and the Roads in **“KUMARI SAVYA”**.

**20. ASSIGNMENT:**

- 20.1.** The Purchaser may exercise the option of Assignment/nomination in which he/she/they may desire and request First Party / Developer to enter into fresh agreements to sell with the nominee of his/her/their choice with respect to Schedule B Property on the same terms and conditions on which the agreements were entered into between

Purchaser, First Party and Confirming Party, subject to following conditions:

- a.** The Purchaser shall pay a transaction fee of Rs. 100/- per sq. ft of the Schedule B Property to the First Party / Developer.
- b.** The Purchaser shall furnish all the details of the nominee as required by First Party / Developer and also a letter of consent by the nominee accepting such nomination by the Purchaser.
- c.** The Purchaser shall obtain no objection certificate from Financial institution from whom he/she/they has/ borrowed loan amount and attach the same along with a request letter addressed to First Party / Developer requesting them to terminate all agreements executed between Purchaser and First Party/ Developer. The Purchaser shall return all agreements to the First Party /Developer once proposed nomination is accepted by First Party/ Developer.
- d.** Amounts paid by Purchaser to the First Party /Developer will be refunded to Purchaser subject to nominee of purchaser executing Agreements with First Party / Developer and after the First Party / Developer receive all payments due from nominee of Purchaser/s.
- e.** If nominee of Purchaser fails to complete legal and other formalities as required by First Party /Developer within 15 days from the date of issue of nomination letter by Purchaser and its acceptance by First Party/ Developer, then the First Party /Developer are at liberty to terminate the Agreement with the Purchaser without any further notice to the Purchaser and is entitled to deduct 20% of the total sale consideration (excluding amounts paid towards legal and documentation charges, etc.,) for which Purchaser does not object. The Purchaser shall not be entitled for any interest.

1.0.2. The First Party / Developer reserves their rights either to accept or reject the nomination made by the Purchaser without assigning any reason whatsoever.

## **21. NOTICE:**

**21.1.** Any notice or correspondence to be sent to Purchaser 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 if addressed and sent by Certificate of Posting or by Courier or by personal Delivery. The First Party/Developer is not responsible for delay in delivery due to change in the address and if change of address is not intimated in writing. Intimation by e-Mail/fax shall also be deemed as due intimation.

## **22. WAIVER:**

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

**23. ARBITRATION:**

**23.1.** In the event of the breach of the terms of the 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 referred to and settled by Arbitration under the provision of the Arbitration and Conciliation Act in force. The courts at Bangalore alone shall have Jurisdiction in all matters relating to this Agreement. The seat of arbitration shall be at Bangalore and the language shall be English only.

**24. RULES FOR INTERPRETATION:**

**24.1.** This Agreement will be interpreted in accordance with the settled canons of the Interpretation of contracts subject to the following:

- a) Words importing one gender will be construed as importing any other gender.
- b) Words importing in the singular include the plural and vice versa.
- c) References to the persons mean and include natural and artificial persons like bodies corporate and vice versa.
- d) Save where the context otherwise requires, all obligation 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.

**25. COMPLETE AGREEMENT:**

**25.1.** The parties acknowledge that this Agreement is the complete Agreement. This Agreement supersedes Letter of Offer/ payment plan, any prior agreements and representations between the parties, whether written or oral. Any such prior arrangements are cancelled as at this date.

**26. AMENDMENT:**

**26.1.** No decision or exercise of discretion/judgment/opinion/approval or 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.

**27. SEVERABILITY:**

**27.1.** 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:

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

#### **SCHEDULE A PROPERTY**

All the piece and parcel of residentially converted lands bearing Survey Numbers 148, 151, 164, 152/3, 152/4, 152/5 and 152/1, totally measuring 05 Acres 22.08 Guntas and 07 Guntas kharab, all are situated at Iggaluru Village, Attibele Hobli, Anekal Taluk, Bangalore Urban District.

#### **SCHEDULE B PROPERTY**

All that piece and parcel of the immovable residential Plot bearing No.\_\_\_\_ to be carved out of residentially converted Survey Number \_\_\_, measuring East to West \_\_\_ Mtr and North to South \_\_\_ Mtr total measuring \_\_\_ Sq. Mtr (\_\_\_ Sq ft) in the layout known as "**KUMARI AMBIENT ELEMENTS**", situated at Kuthganahalli Village, Sarjapura Hobli, Anekal Taluk, Bangalore Urban District and bounded on:

<b>EAST BY</b>	<b>WEST BY</b>	<b>NORTH BY</b>	<b>SOUTH BY</b>
_____	_____	_____	_____

#### **SCHEDULE C**

#### **LAYOUT SPECIFICATIONS**

#### **SCOPE OF COMMON AREA TO BE DEVELOPED BY DEVELOPER**

<b>EXTERNAL CIVIL WORK &amp; LANDSCAPE WORKS</b>
• Entry-scape with Security room
• Peripheral Compound Wall with barbed wire fencing if any.
• Roads, Kerbs, Jogging Track, Pathways, Club House, Party hall with kitchen, Kids play area, lawns etc., DG Room, Securities Towers if any.

#### **SCHEDULE D**

#### **SCOPE OF COMMON AREA MAINTENANCE IN THE LAYOUT**

<b>CIVIL</b>
• Entry space & Security room
• Peripheral Compound Wall with barbed wire fencing if any.
• Roads, Kerbs & Pathways, Club House and its accessories.
<b>LANDSCAPE</b>
• Children play area
• Irrigation System

<ul style="list-style-type: none"> <li>• Parks, Avenue trees, Plazas etc.,</li> </ul>
<b>PHE</b>
<ul style="list-style-type: none"> <li>• Storm water drains</li> </ul>
<ul style="list-style-type: none"> <li>• Bore wells supplying water for landscape works, underground sump, pump room.</li> </ul>
<ul style="list-style-type: none"> <li>• Sewage treatment plant and accessories</li> </ul>
<ul style="list-style-type: none"> <li>• Underground water supply lines</li> </ul>
<ul style="list-style-type: none"> <li>• Underground sanitary lines, STP, RWH/Ground water recharge pits, water bodies, cascades &amp; accessories.</li> </ul>
<b>ELECTRICAL</b>
<ul style="list-style-type: none"> <li>• Underground Electrical Lines and all related equipment's along with networking cabling.</li> </ul>
<ul style="list-style-type: none"> <li>• KPTCL/BESCOM/private electricity Company power consumption charges for landscape, Street lights, Sewage treatment plants, water treatment plant, Sewage pumps, water body pumps, irrigations pumps, partly Bore wells supplying water for landscape works, boom barriers at the entrance of the cluster and in common areas like parks, play courts, plazas, etc.</li> </ul>
<ul style="list-style-type: none"> <li>• DG power consumption charges for Street lights, treatments plant, Sewage pumps, landscape lighting and other electrical services facing in the common area</li> </ul>
<ul style="list-style-type: none"> <li>• Street lights</li> </ul>
<ul style="list-style-type: none"> <li>• HT &amp; Transformer yard</li> </ul>
<ul style="list-style-type: none"> <li>• DG &amp; DG yard</li> </ul>
<b>MISCELLANEOUS</b>
<ul style="list-style-type: none"> <li>• Boom barriers at the cluster entry, Road Signage, Traffic Signage</li> </ul>

**IN WITNESS WHEREOF** the parties have signed and executed this agreement to sell on the day, month and year first above written.

**M/S.KUMARI INFRAHOMES PVT  
LTD.,**

T. NARASIMHULU  
MANAGING DIRECTOR.  
**DEVELOPER/CONFIRMING PARTY**

**SRI. P. GAGAN REDDY  
OWNER/FIRST PARTY**

**WITNESSES:**

1. 2.

**SRI. \_\_\_\_\_  
PURCHASER**

**ANNEXURE "A"**

**PAYMENT PLAN FOR AGREEMENT TO SELL**

<b>Project "KUMARI AMBIENT ELEMENTS"</b>	<b>Plot/Site No.</b>	_____	
<b>Name (First Applicant)</b>	<b>SRI._____</b>	Plot Area (Sq ft)	_____ Sq. ft
<b>Name (Second Applicant)</b>			
Plot Cost /Land Cost			<b>Amount (Rs)</b>
			Rs. _____/-
All-inclusive, Development Cost			Rs. _____/-
<b>Part-A</b>	<b>Total plot sale consideration</b>		<b>Rs. _____/-</b>

**Payment Schedule**

The following are the milestones for payment of sale consideration

<b>Milestone Description</b>	<b>Payment Timeline</b>	<b>Amount (Rs)</b>
On Booking Advance	From the date of booking	Rs. _____/-
On Execution of Agreement to Sell 25% to be paid on plot sale consideration	15 Days from Booking	Rs. _____/-
On Execution of Sale Deed purchaser has to pay 75% towards plot sale consideration	45 Days from the date of Agreement to Sell	Rs. _____/-
<b>Total</b>		<b>Rs. _____/-</b>
The purchaser has paid advance towards balance sale consideration (Refer Clause no.1.3 of this agreement).		<b>Rs. _____/-</b>
<b>Part-B</b>	Legal, & Misc charges to be paid on registration of sale deed.	<b>Rs. _____/-</b>
The purchaser shall be pay balance sale consideration on plot registration of Sale deed (Refer Clause no.1.2 of this agreement).		<b>Rs. _____/-</b>
<b>Part-A+B = Grand Total</b>		<b>Rs. _____/-</b>

**Note:**

1. The Vendor /Developer have acknowledged the receipt of above said amount.
2. Vendor/Developer shall send a notice of demand for payment and the Purchaser/s shall make payment within 10 days of due notice through e-mail or any other mode.
3. All Payments shall be made in the name of the **M/s Kumari Infra Homes Pvt Ltd., (A/c. No. \_\_\_\_\_)**.

This document shall form part and parcel of the Agreement to Sell entered into this day between First Party / Developer and the Purchaser/s and shall supersede all payment plan documents signed earlier.