

AGREEMENT TO SELL

THIS AGREEMENT TO SELL IS ENTERED INTO ON THIS THE _____ DAY OF _____ 2017 AT BANGALORE

BY AND BETWEEN

M/s.SAI ASSOCIATES,

A Proprietor Concern having its office at
No.5, Kempanna Road,
Maruthi Sevanagar,
Bangalore – 560 033.

Represented by its Proprietor

Mrs.R.KALAIVANI, aged 44 years,
Wife of Mr.C.Ramachandran,

Represented by her General Power of Attorney Holder

Mr.G.VENUGOPAL, aged about 57 years,
Son of Late Gundappa,
Residing at No.129, Nagarabhavi,
1st Cross, 14th Block, 2nd Stage,
Bangalore – 560 072.

Hereinafter called the **VENDORS**, (which term shall wherever the context so applies shall include Proprietor, her Legal Heirs, Representatives, Executors, Administrators and Assigns) of the **FIRST PART**

AND

Mr.G.VENUGOPAL, aged about 57 years,
Son of Late Gundappa,
Residing at No.129, Nagarabhavi,
1st Cross, 14th Block, 2nd Stage,
Bangalore – 560 072.

Hereinafter called the **DEVELOPER** (which term shall wherever the context so applies shall his legal heirs, Assigns, Successors, Executors, Administrators, Successors, Heirs and Legal Representatives) of the **SECOND PART**.

IN FAVOUR OF

Mr._____, aged about _____ years,
Son of _____,
Residing at No._____.

Hereinafter called the **PURCHASER/S** (which term shall wherever the context so applies shall include his/her/their respective Assigns, Successors, Executors, Administrators, Heirs and Legal Representatives) of the **THIRD PART**.

I. WHEREAS, the Vendor is the absolute owner of all that piece and parcel of converted land bearing (i) Sy.No.15/1 measuring 1 Acre 12 Guntas (out of which 1 Acre 1 Guntas is converted for residential purpose and 11 Guntas is converted for Park (ii) Sy.No.16/3 measuring 1 Acre 3 Guntas (out of which 33 Guntas is converted for residential purpose and 10 Guntas is converted for Park both Survey numbers are converted vide Official Memorandum bearing No.ALN(JALA)SR.40/2014-15, dated 13/10/2014 read along with Revised Official Memorandum bearing No.ALN(JALA)SR.40/2014-15, dated 03/09/2015 issued by the Deputy Commissioner, Bangalore District (iii) Sy.No.16/2 measuring 2 Acres 15 Guntas (out

of which 1 Acre 31 Guntas is converted for residential purpose and 24 Guntas is converted for park) converted vide Official Memorandum bearing No.ALN(JALA)SR.41/2014-15, dated 13/10/2014 Revised Official Memorandum bearing No.ALN(JALA)SR.41/2014-15, dated: 09/09/2015 issued by the Deputy Commissioner, Bangalore District, Bangalore, situated at Byanahalli Village, Jala Hobli, Bangalore North Taluk, Bangalore District, which property is morefully described in the Schedule hereunder and hereinafter referred to as the **"ITEM NO.I, II and III OF THE SCHEDULE A PROPERTY"**, she having acquired the same vide Sale Deed dated 12/12/2014 registered as document No.KCH-1-04580/2014-15 in Book – I, stored in CD No.KCHD184 in the office of the Senior Sub-Registrar, Gandhinagar (Kacharakanahalli), Bangalore executed by its previous Owners Sri.V.Chandrashekar, Sri.V.Dharmaraj, Sri.Veerabdraiah, Smt.Narasamma, Smt.Pushpavathi, Sri.Deepak and Smt.Shanthamma.

WHEREAS, the Vendor is also the absolute owner of all that piece and parcel of converted land bearing Sy.No.16/1 measuring 2 Acres 15 Guntas (out of which 1 Acre 33 Guntas is converted for residential purpose and 22 Guntas converted for park) converted vide Official Memorandum bearing No.ALN(JALA)SR.39/2014-15, dated 13/10/2014 issued by the Deputy Commissioner, Bangalore District, Bangalore read along with revised Official Memorandum bearing No.ALN(JALA)SR.39/2014-15, dated 03/09/2015), situated at Byanahalli Village, Jala Hobli, Bangalore North Taluk, Bangalore District, which property is morefully described in the Schedule hereunder and hereinafter referred to as the **"ITEM NO.IV OF THE SCHEDULE A PROPERTY"** she having acquired the same vide Sale dated 12/01/2015 registered as Document No.KCH-1-05278/2014-15 in Book – I, stored in CD No.KCHD186, in the office of the Senior Sub-Registrar, Gandhinagar (Kacharakanahalli), Bangalore, executed by its previous owners Sri.Suryanarayana, Smt.Jayalakshmi, Sri.Gangaraj, Sri.Srinivas and Smt.Munithayamma.

WHEREAS, the Vendor is also the absolute owner of all that piece and parcel of the converted land bearing Sy.No.15/2 measuring 2 Acres 15 Guntas (out of which 2 Acre 2 Guntas is converted for residential purpose and 13 Guntas is converted for park) converted vide Official Memorandum bearing No.ALN(JALA)SR.42/2014-15, dated 13/10/2014 issued by the Deputy Commissioner, Bangalore District, Bangalore read along with revised Official Memorandum bearing No.ALN(JALA)SR.42/2014-15, dated: 09/09/2015, situated at Byanahalli Village, Jala Hobli, Bangalore North Taluk, Bangalore District, which property is morefully described in the Schedule hereunder and hereinafter referred to as the **"ITEM NO.V OF THE SCHEDULE A PROPERTY"** she having acquired the same vide Sale dated 13/02/2015 registered as Document No.KCH-1-06062/2014-15 in Book – I, stored in CD No.KCHD187, in the office of the Senior Sub-Registrar, Gandhinagar (Kacharakanahalli), Bangalore, executed by its previous owners Smt.Narasamma, Sri.Somashekar.M, Sri.Nanjundappa.M, Smt.Girijamma, Smt.Lakshmidevi and Smt.Chandrakala.

WHEREAS, Item No.I, II, III, IV and V properties mentioned above are adjacent to each other and constitutes one single composite block which totally measures **9 Acres 20 Guntas** which Property is more fully described in the Schedule hereunder and hereinafter referred to as the **"COMPOSITE SCHEDULE A PROPERTY"**.

WHEREAS, the Vendor herein having acquired the Schedule 'A' Property in the manner referred to above, is in peaceful possession and enjoyment of the same from the date of its acquisition were desirous of developing the said lands into a Self Sustained residential Layout and in this regard the Vendor has obtained the Layout Plan approved from the Bangalore International Airport Area Planning Authority bearing L.P.No.BIAAPA/TP2/LAO/32/2014-15, dated 13/2/2015, for formation of the residential layout. Pursuant thereto, the Vendor has also executed a Relinquishment Deed dated 07/12/2015 in favour of Panchayat Development Officer, Meenukunte Village Panchayat, Bangalore North Taluk, registered as document No.JAL-1-02849/2015-16 in Book – I, stored in CD No.JALD213 with the Sub-Registrar, Gandhinaga (Jala), Bangalore, thereby relinquishing an extent of 17,696.94 Sq.Mtrs

has been relinquished for the purposes of Park, Buffer, Civic Amenities, Road for formation of layout in the Schedule A Property.

WHEREAS, pursuant to the above the Vendor herein entered into a registered Joint Development Agreement dated 23/6/2016, with Developer registered as document No.GAN-1-01231/2016-17 in Book – I, stored in CD No.GAND266, in the office of the Sub-Registrar, Gandhinagar, Bangalore, for development of the Schedule A Property into a residential layout. Pursuant thereto, the Owner has also executed a registered General Power of Attorney of even date thereby empowering the developer to develop the Schedule A Property and sell the sites allotted to the share of the Developer.

WHEREAS, the Developer has agreed to provide Common Roads, Passages, Pathways, necessary facilities like electricity, drainage, water connections and other common facilities, for the benefit of the Owners of the Site in the said layout. The PURCHASER/S of the Site in the Layout '**CANDOLIM BY THE BAY**' will be entitled to enjoy the above said facilities in common with the PURCHASER/S of various other Site in the said Layout.

AND WHEREAS by virtue of the above said Registered Joint Development Agreement dated 23/6/2016, with Developer registered as document No.GAN-1-01231/2016-17 in Book – I, stored in CD No.GAND266, in the office of the Sub-Registrar, Gandhinagar, Bangalore, entered into between the Vendor and the Developer, Developer herein is entitled for certain sites as agreed under the said Joint Development Agreement, and as per the terms, **Site No.....**, carved out of the Schedule A Property, is allotted to the share of Developer herein.

WHEREAS, the PURCHASER herein after being satisfied with the title and the scheme formulated by the Vendor and the Developer, is desirous of purchasing one such site formed in the Layout known and called as '**CANDOLIM BY THE BAY**' bearing Site **No.....**, carved out of the schedule A Property, measuring **East to West** **feet, North to South** **feet**, totally measuring **..... Sq.feet**, with all rights, appurtenances whatsoever hereunder or underneath or above the surface, which Property is more fully described in the Schedule hereunder and hereinafter referred to as the "**SCHEDULE B PROPERTY**", for brevity.

WHEREAS, the Developer has agreed to provide Common Roads, Passages, Pathways, necessary facilities like electricity, drainage, water connections and other common facilities like Club House, for the benefit of the Owners of the Site in the said layout. The Purchaser/s of the Site in the Layout '**CANDOLIM BY THE BAY**' will be entitled to enjoy the above said facilities in common with the PURCHASER/S of various other Site in the said Layout.

WHEREAS, the PURCHASER/S being satisfied with the title and the scheme formulated by the Vendors/Developer, has approached the Developer herein and requested it to sell to the PURCHASER/S one such Site formed in the said Layout i.e., Schedule B Property, on certain terms and conditions, rights and obligations mentioned herein below:

WHEREAS, the Parties hereto decided to have the aforesaid terms and conditions reduced to writing under this agreement as follows:

NOW IT IS MUTUALLY AGREED AS UNDER

1. The VENDORS/DEVELOPER hereby agree and undertake to procure and convey the Schedule B Property along with the common amenities in favour of the PURCHASER/S herein for a sale price and consideration of **Rs...../- (Rupees** **Only) per Sq.feet**, out of which

a. A sum of Rs...../- (Rupees Only) per Sq.feet shall be appropriated towards the sale consideration of Schedule B Property.

b. A sum of Rs...../- (Rupees Only) per Sq.foot shall be appropriated towards the charges for laying of electric lines, underground, drainage lines, water pipe lines, electric poles, erecting of common compound wall around the Layout, planting trees, the right to use the road for ingress and egress, pathways on the side of the roads, club house, gymnasium, swimming pool, etc.

The PURCHASER/S shall also have the right to use the common amenities subject to the rights and restriction mentioned in Schedules C to E of this Agreement to Sell and only after having paid the entire amount mentioned above.

2. The PURCHASER/S has/have paid a sum of **Rs.** _____/- (Rupees _____ Only) in the following manner:

a. Rs. _____/- (Rupees _____ Only) vide Cheque No.____, dated _____, drawn on _____ Bank, _____ Branch, Bangalore;

b. Rs. _____/- (Rupees _____ Only) vide Cheque No.____, dated _____, drawn on _____ Bank, _____ Branch, Bangalore;

to the DEVELOPER this day, being the advance payable to the DEVELOPER, the receipt of which the VENDORS/DEVELOPER hereby accept and acknowledge herewith.

3. The PURCHASER/S shall pay the balance sale consideration as per the cost sheet/schedule of payments indicated in the Annexure "A" herein.

4. The PURCHASER/S agree not to delay, or withhold or postpone the payments on whatsoever ground and in the event of PURCHASER/S delaying, withholding or defaulting the payments, any consequential sufferance or damages shall be at the risk of the PURCHASER/S.

5. Time will be the essence of this Contract. Any default by the PURCHASER/S in payment of the sale consideration shall be construed as a breach of contract committed by the PURCHASER/S and without prejudice to any other rights, the VENDORS/DEVELOPER at their discretion may

a. Either continue with this contract and claim the amounts in default / arrears with interest on the defaulted installments at the rate of 18% per month from the date of default till the date of payment and till such time as the amounts with interest are not paid to the DEVELOPER and the DEVELOPER will not be liable to execute Sale Deed and hand over possession of the Schedule B Property to the PURCHASER/S.

b. The VENDORS/DEVELOPER at its discretion will be entitled to terminate this agreement and treat a sum equivalent to 25% of the consideration amount or advance Sale Consideration paid whichever is higher as forfeited and adjust it as liquidated damages from out of the consideration paid by the PURCHASER/S and rescind this Agreement to Sell. The balance consideration, if any, due to the PURCHASER/S shall be paid within one week of the disposal of the SCHEDULE B PROPERTY.

c. Notwithstanding any thing mentioned above, in the event of either party to this Agreement committing breach, the aggrieved party shall be entitled to enforce specific performance of this contract and also recover all costs, expenses and losses incurred by the aggrieved party, as a consequence of such breach from the party committing breach.

6. The Sale of the Schedule B Property shall be completed on or before _____.

7. Apart from the Sale Consideration agreed to be paid hereinabove the PURCHASER/S will also be required to pay

a. The deposits or other charges or levies demanded or required to be paid to the Electricity, Water supply and Sewerage Board, BMRDA, cost of Transformers, Cable Accessories etc., to be paid as per the demands raised by such authorities by the PURCHASER/S.

b. Service Tax, Sales Tax, Works Contract Tax etc., if any, payable for this transaction.

8. The PURCHASER/S shall observe and abide by all the Bye-laws, Rules and Regulations prescribed by the Government, Bangalore Development Authority, BIAAPA, BMRDA, Local Town Planning Authority, City Corporation or any other authority, in regard to Ownership use or enjoyment of Schedule B Property.

9. The PURCHASER/S shall also observe and abide by all the Bye-laws, framed by the DEVELOPER, in regard to Ownership use or enjoyment of Schedule B Property.

10. All letters, receipts or notices issued by the VENDORS/DEVELOPER dispatched under Registered Post Acknowledgement due to the address of the PURCHASER/S given in this Agreement will be sufficient proof of service thereof on the PURCHASER/S and shall effectually discharge the VENDOR/DEVELOPER from the obligations to issue any further notice.

11. The Parties hereto agree that in the event of there being any delay in or indulgence shown by either of the Parties with regard to the enforcement of any of the terms of this Agreement, the same shall not be construed as a waiver on the part of the party showing such indulgence or tolerance and any such indulgence or forbearance shall not be deemed to be waiver of the rights and the parties shall be entitled to enforce such rights without prejudice to such indulgence or tolerance shown.

12. In the event of any provision of this Agreement being declared by any legislature, judicial or other competent authority to be void, void able, illegal or otherwise unenforceable or indications of the same are received by either of the parties from any relevant competent authority, the parties shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality or at the discretion of the parties, it may be severed from this agreement and the remaining provisions of this Agreement shall remain in full force.

13. The Parties acknowledge that this Agreement contains the whole Agreement between the parties and nothing is relied upon any oral or written representations made.

THE VENDORS/DEVELOPER COVENANT WITH THE PURCHASER/S AS FOLLOWS:

1. The sale of the Schedule B Property in favour of the PURCHASER/S shall be free from any encumbrance, mortgages, Court or acquisition proceedings or charges of any kind;

2. That the VENDOR/S are the absolute Owners of the Schedule B Property and that their title thereto is good, marketable and subsisting and the Vendors have the power to convey the same

3. The VENDORS/DEVELOPER undertakes to obtain all such sanctions, deviations and other permissions required, from the competent authority as early as possible, to effectively formulate a pucca Residential Layout.

4. The VENDORS/DEVELOPER shall under normal conditions complete the amenities and developmental activities except the Club House and the swimming pool, on or before _____ with a grace period of three months, subject to unforeseen events such as Acts of God, Earthquake, Floods, War or other Local Disturbances, Changes in Laws of the State, Corporation or any other clauses beyond the control of the VENDORS/DEVELOPER.

In the event the completion of the amenities and developmental activities getting delayed due to the reasons mentioned above, the time for completion shall be extended proportionately. The PURCHASER/S shall not be entitled to claim any damages / losses against the VENDORS/DEVELOPER under any circumstances on the grounds mentioned herein.

5. The VENDORS/DEVELOPER undertakes to provide all the common amenities mentioned in this Agreement to the PURCHASERS within 12 months from this day, except the Club House and the swimming pool, subject to the PURCHASER/S making all payments due within the stipulated time.

6. However, it is agreed to between the Parties to this Agreement that the right of the PURCHASER/S to claim for damages as mentioned above shall accrue to his benefit only when he has not defaulted in the payment of the agreed installments due as mentioned in Annexure "A", irrespective of the Progress of the Developmental activities being carried out by the DEVELOPER.

7. That the VENDORS/DEVELOPER agree to do and execute or cause to be executed all acts, deeds and things, as may be required by the PURCHASER, for more fully and perfectly assuring the title of the PURCHASER/S to the Schedule B Property;

8. That the VENDORS/DEVELOPER will deliver a set of photo copies of the documents of title with regards to the Parent Deeds of the Schedule A Property as what is agreed to be conveyed is only a portion of the larger property, after the Registration of the Schedule B Property is completed.

9. The VENDORS/DEVELOPER will pay all taxes, rates and cesses in respect of the Schedule B Property upto the date of sale.

10. The VENDORS/DEVELOPER agrees and binds themselves to keep the PURCHASER/S fully indemnified and harmless against any loss or liability cost or claim, action or proceedings that may arise against the PURCHASER/S on account of any defect in or want of title of VENDORS/DEVELOPER or on account of any third party claims. The common areas, which include roads, drainages, open areas are for common enjoyment only and the VENDORS/DEVELOPER shall not have the right to sell the same to any person.

THE PURCHASER/S COVENANT/S WITH THE VENDORS/DEVELOPER AS FOLLOWS:

1. The PURCHASER/S covenant to abide by all the terms of this Agreement including Schedule C to E of this Agreement.

2. The PURCHASER/S will only be allowed possession of the Schedule B Property and conveyance of the Schedule B Property only after all the payments due under this Agreement are fully paid and till such time the VENDORS/DEVELOPER shall have the sole discretion to use the same.

3. That the PURCHASER/S will bear the cost of stamp duty and registration charges and legal expenses for conveying the Schedule B Property in favour of the PURCHASER/S.

4. The PURCHASER/S has/have inspected the documents of title relating to the Schedule B Property belonging to the VENDORS/DEVELOPER, the scheme formulated by the VENDORS/DEVELOPER with regard to the Layout 'CANDOLIM BY THE BAY', the obligations to perform with regard to the Schedule B Property and after being satisfied about the title of the VENDORS/DEVELOPER to the Schedule B Property and the Scheme formulated by the VENDORS/DEVELOPER, the PURCHASER/S have entered into this Agreement.

5. That the PURCHASER/S and / or the VENDORS/DEVELOPER or any one claiming through the VENDORS/DEVELOPER and / or the PURCHASER/S will use the roads and all the common amenities and facilities, open areas, play areas forming party of "CANDOLIM BY THE BAY" as roads and common amenities and facilities, open areas and play area and the PURCHASER/S or any one claiming through the PURCHASER/S will not cause any obstruction or hindrance to similar right possessed by other owners of the site/s in the Layout "CANDOLIM BY THE BAY".

6. That the PURCHASER/S consent to the Conveyance of the common amenities (excluding the club house and Swimming pool) and facilities including the area covered for roads, open area, play area in Schedule A Property in terms of the rules and regulations of the BMRDA/Hoskote Town Planning Authority and if not to the Owner's Association and the VENDORS/DEVELOPER shall pay all the costs for such conveyance.

However all the costs towards the maintenance of such common areas and facilities shall be borne by the PURCHASER.

7. It is hereby further agreed that the PURCHASER/S shall become a member of the Owners Association to be constituted by various owners of the sites formed in the layout known as "CANDOLIM BY THE BAY" and abide by all the rules, regulations and Bye-Laws framed by the VENDORS/DEVELOPER.

8. It is specifically agreed between the VENDORS/DEVELOPER and the PURCHASER/S that the PURCHASER/S shall be entitled only to the Schedule B Property agreed to be sold to him and in no way shall have interest or claims whatsoever to use the neighbouring premises. The common areas and common amenities should be used as common amenities along with other PURCHASER/S and PURCHASER/S shall not lay any claims on other owners and the PURCHASER/S shall not lay any claims on other separate amenities provided for specifically to other Purchaser/s.

SCHEDULE A PROPERTY

ITEM NO.I:

All that piece and Parcel of the Converted land bearing **Sy.No.15/1** measuring **1 Acre 12 Guntas** (out of which 1 Acre 1 Gunta is converted for residential purpose and 11 Guntas is converted for park) converted vide Official Memorandum dated 13/10/2014, bearing No.ALN.(Jala)SR:40/14-15, issued by Deputy Commissioner, Bangalore District, Bangalore read alongwith the Revised Official Memorandum bearing No.ALN(JALA)SR.40/2014-15, dated 3/09/2015, situated at Byanahalli Village, Jala Hobli, Bangalore North Taluk, Bangalore District and bounded on the;

East by : Sy.No.16/3 of Byanahalli Village
West by : Sy.No.15/2 of Byanahalli Village
North by : Remaining portion of Sy.No.15/1 of Byanahalli Village
South by : Sy.No.25 of Byanahalli Village

ITEM NO.II:

All that piece and Parcel of the Converted land bearing **Sy.No.16/3** measuring **1 Acre 03 Guntas** (out of which 33 Guntas is converted for residential purpose and 10 Guntas is converted for park) converted vide Official Memorandum dated 13/10/2014, bearing No.ALN.(Jala)SR:40/14-15, issued by Deputy Commissioner, Bangalore District, Bangalore read alongwith Revised Official Memorandum bearing No.ALN(JALA)SR.40/2014-15, dated 3/09/2015), situated at Byanahalli Village, Jala Hobli, Bangalore North Taluk, Bangalore District and bounded on the;

East by : Sy.No.16/2 of Byanahalli Village
West by : Sy.No.15/1 of Byanahalli Village
North by : Remaining portion of Sy.No.16/3 of Byanahalli Village
South by : Sy.No.25 of Byanahalli Village

Item No.III:

All that piece and Parcel of the Converted land bearing **Sy.No.16/2** measuring **2 Acres 15 Guntas** (out of which 1 Acre 31 Guntas is converted for residential purpose and 24 Guntas is converted for park) converted vide Official Memorandum dated 13/10/2014, bearing No.ALN.(Jala) SR:41/14-15, issued by Deputy Commissioner, Bangalore District, Bangalore read alongwith the revised Official Memorandum bearing No.ALN(JALA)SR.41/2014-15, dated 9/09/2015), situated at Byanahalli Village, Jala Hobli, Bangalore North Taluk, Bangalore District and bounded on the;

East by : Sy.No.16/1 of Byanahalli Village
West by : Sy.No.16/3 of Byanahalli Village
North by : Remaining portion of Sy.No.16/2 of Byanahalli Village
South by : Sy.No.25 of Byanahalli Village

Item No.IV:

All that piece and Parcel of the Converted land bearing **Sy.No.16/1**, measuring **2 Acres 15 Guntas** (out of which 1 Acre 33 Guntas is converted for residential purpose and 22 Guntas is converted for park) converted vide Official Memorandum dated 13/10/2014, bearing No.ALN.(Jala) SR:39/14-15, issued by Deputy Commissioner, Bangalore District, Bangalore read alongwith the revised Official Memorandum bearing No.ALN(JALA)SR.39/2014-15, dated 03/09/2015, situated at Byanahalli Village, Jala Hobli, Bangalore North Taluk, Bangalore District and bounded on the;

East by : Sy.No.59 of Byanahalli Village
West by : Sy.No.16/2 of Byanahalli Village
North by : Remaining portion of Sy.No.16/1 of Byanahalli Village
South by : Sy.No.25 of Byanahalli Village

Item No.V:

All that piece and Parcel of the Converted land bearing **Sy.No.15/2**, measuring **2 Acres 15 Guntas** (out of which 2 Acre 2 Guntas is converted for residential purpose and 13 Guntas is converted for park vide Official Memorandum dated 13/10/2014, bearing No.ALN.(Jala) SR:42/14-15, issued by Deputy Commissioner, Bangalore District, Bangalore read alongwith the revised Official Memorandum bearing No.ALN(JALA)SR.42/2014-15, dated: 09/09/2015, situated at Byanahalli Village, Jala Hobli, Bangalore North Taluk, Bangalore District and bounded on the;

East by : Sy.No.15/1 of Byanahalli Village
West by : Sy.No.14 of Byanahalli Village and Halla
North by : Remaining portion of Sy.No.15/2 of Byanahalli Village
South by : Sy.No.25 of Byanahalli Village

COMPOSITE SCHEDULE A PROPERTY

All that piece and parcel of converted land bearing Sy.Nos:15/1, 15/2, 16/1, 16/2 and 16/3, totally measuring an extent of 9 Acres 20 Guntas (converted vide Official Memorandum dated 13/10/2014, bearing No.ALN.(Jala) SR:40/14-15 read alongwith the Revised Official Memorandum bearing No.ALN(JALA)SR.40/2014-15, dated 3/09/2015, Official Memorandum dated 13/10/2014, bearing No.ALN.(Jala) SR:41/14-15 read alongwith the Revised Official Memorandum bearing No.ALN(JALA)SR.41/2014-15, dated 9/09/2015, Official Memorandum dated 13/10/2014, bearing No.ALN.(Jala) SR:39/14-15, read alongwith the revised Official Memorandum bearing No.ALN(JALA)SR.39/2014-15, dated 03/09/2015, Official Memorandum dated 13/10/2014, bearing No.ALN.(Jala) SR:42/14-15 read alongwith the revised Official Memorandum bearing No.ALN(JALA)SR.42/2014-15, dated: 09/09/2015 all issued by the Deputy Commissioner, Bangalore District, Bangalore) situated at Byanahalli Village, Jala Hobli, Bangalore North (Addl) Taluk and bounded on the:

East by : Sy.No.59 of Byanahalli Village.
West by : Sy.No.14 of Byanahalli Village
North by : Remaining portions of Sy.Nos.15 and 16
South by : Sy.No.25 of Byanahalli Village.

SCHEDULE B PROPERTY **(Description of the sites sold under this sale deed)**

All that piece and parcel of residential vacant **Site Bearing No._____**, presently **bearing E Katha No._____**, measuring **East to West _____ feet, North to South _____ feet**, totally measuring **_____Sq.feet**, in the residential layout known as "**CANDOLIM BY THE BAY**" carved out of the Schedule A Property, situated at Byanahalli Village, Jala Hobli, Bangalore North Taluk, Bangalore District, with all rights, appurtenances whatsoever hereunder or underneath or above the surface, and bounded on the:

East by :
West by :
North by :
South by :

SCHEDULE - C **RIGHTS OF THE PURCHASER/S**

The PURCHASER/S shall have the following rights in respect of the Schedule B Property:

1. The right and liberty to the PURCHASER/S and all persons entitled, authorized or permitted by the PURCHASER/S (in common with all other persons entitled, permitted or authorised to a similar right) at all times, and for all purposes, to use and enjoy all the internal roads, parks and open spaces other areas and facilities of common use in **CANDOLIM BY THE BAY**.

2. The right to free and uninterrupted passage of water, electricity, sewerage, etc., from and to the Schedule B through the pipes, wires, sewer lines, drain and water courses, cables, pipes and wires which are or may at any time hereafter be, in, under or passing through the Schedule B Property or any part thereof by the Schedule B Property;

3. Right to use underground sewerage disposal system in the layout and right to draw water from common water supply system including an overhead tank, subject to bearing and sharing proportionately the common maintenance expenses.

4. The PURCHASER/S shall have no objection whatsoever for the OWNER / or the DEVELOPER to hand over the common area and facilities to the BIAAPA/Planning Authority/Panchayaths if not to the common Organisation or Association as soon as it is formed and pending registration of the same, all rights in this regard shall vest with the DEVELOPER.

5. Any dispute regarding any right of use of space, way of entry or use of common premises etc., shall be settled by the Association to be formed and pending formation of the Association by the DEVELOPER

SCHEDULE D **OBLIGATIONS OF THE PURCHASER/S**

The PURCHASER/S shall be bound by the following obligations and restrictions:

1. PURCHASER/S shall not cause any obstruction for free movement of men, materials and vehicles in the internal roads, passages and any common areas by placing any materials / vehicles / articles.

2. The PURCHASER/S shall not sub divide the Schedule B Property and / or sell / transfer any portions thereof.

3. The PURCHASER/S shall not encroach upon any roads, parks and open spaces in the Layout and shall keep the same free from any obstructions. The PURCHASER/S shall not trespass into other plots or areas not earmarked for common use.

4. The PURCHASER/S shall not throw garbage / used articles / rubbish in the common areas, parks and open spaces neighboring plots, roads and open space left open in the Schedule B Property. The PURCHASER/S shall strictly follow rules and regulations for garbage disposal as may be prescribed by the Agency maintaining the common areas and facilities in "CANDOLIM BY THE BAY".

5. The PURCHASER/S shall not use the Schedule B Property for any commercial / industrial purposes nor shall the PURCHASER/S be entitled to put up any display boards or hoardings or neon signs or paintings within the Schedule B Property.

6. The PURCHASER/S shall not keep any cattle / live stock in the Schedule B Property and PURCHASER/S shall keep all the pets confined within the Schedule B Property and shall ensure that the pets do not create any nuisance / disturbance to the other owners.

7. All the Purchasers shall become members of the Owner's Associations of Sites which may be constituted for maintenance and upkeep of common facilities in "CANDOLIM BY THE BAY" and strictly adhere to the rules and regulations that may be prescribed for the residents of "CANDOLIM BY THE BAY".

8. All the Purchasers / Owners of the Plots in CANDOLIM BY THE BAY, shall Proportionately share and pay all the expenses for maintenance of all the common amenities, areas and facilities in CANDOLIM BY THE BAY such as parks and open spaces, water bodies, landscape, pots and plants, internal layout roads, drainages, sewerage disposal system, sanitary lines, water supply system, street / yard lights, common security, water charges and such other expenses which are common nature and not attributable to any individual plots.

9. The PURCHASER/S shall not have any objection in Developer appointing any Agency to look after all the common areas and facilities in CANDOLIM BY THE BAY

until such time the Owners Association / Agency appointed by the Owners Association takes over the common area maintenance.

10. The PURCHASER/S shall not subscribe to the change of name of the development from "CANDOLIM BY THE BAY" to any other name.

SCHEDULE E

The Owner shall be liable to bear and pay to the Developer the following expenses commencing from 15 days after notice is given by the Developer to the PURCHASER/S to the effect that the Schedule B Property is ready for occupation, irrespective of whether the Owner takes possession or not:

- i) Property taxes in respect of the Schedule B Property and other outgoing such as electricity charges and expenses incurred by the Developer for maintenance of the Schedule B Property.
- ii) Purchaser's share of common maintenance expenses i.e. proportionate share of insurance premium, wages for the persons appointed by the Developer to manage and look after the common areas and facilities in CANDOLIM BY THE BAY such as property manager, security guards, gardeners, plumbers, electricians, generator operators, sweepers, etc., expenses incurred by the builder for maintaining all the common areas and facilities such as electricity charges, water charges, house keeping consumables etc.

CLUB HOUSE AND FACILITIES:

- i) The Vendor/Developer is developing as part of CANDOLIM BY THE BAY, a club house to be identified in a portion of the Layout Property consisting of crystal clear swimming pool, meditation centre (multipurpose Hall), Landscaped Gardens with water court, Basket Ball Court, Gazebo Park, Jogging Tract, Play Ground, Children Play Area, Party Space with green lawn, Tennis Court, Rock Garden with water body. All the Purchasers / Occupants of the sites in CANDOLIM BY THE BAY shall be entitled to make use of the Club on availability basis and by paying user / subscription charges as may prescribed by the Developer or the Agency appointed for the maintenance of the common areas and facilities in CANDOLIM BY THE BAY or the Agency operating the Club, from time to time.
- ii) The Purchasers / Occupants of Sites in CANDOLIM BY THE BAY are not required to pay any membership fee to get admitted to this Club, however Owners of the Sites in CANDOLIM BY THE BAY shall not have any right or ownership over the Club and / its facilities / assets. The Ownership of the Club vests with the Developer or its transferees.
- iii) The Purchasers / Occupants of the Sites in CANDOLIM BY THE BAY 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.
- iv) 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 Purchasers / Occupants of Sites in CANDOLIM BY THE BAY.
- v) The Developer, as part of the Club, for the Convenience benefit of Purchasers / Occupants of the Sites in CANDOLIM BY THE BAY will also be earmarking a space for a coffee Shop, Lounge, Library and an ATM. The Developer, shall be entitled to give these spaces to any person desirous of operating these facilities on such terms and conditions as the Developer may deem it fit. It is clarified that the Developer is only providing the space required for operation of these facilities and the services are being provided by outside operators / agencies who wish 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 or the price at which

the services are provided to the Purchasers / Occupants of the Sites in CANDOLIM BY THE BAY. However Developer shall make all efforts to give these spaces only to the reputed operators.

- vi) 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 B Property and the PURCHASER/S shall take possession of the Schedule B Property, even if Club and above facilities are not complete or non operational, if the Schedule B Property is ready and complete in all respects as per the Specifications.
- vii) The facilities of the Club is available for the benefit of the PURCHASER/S / Occupant of the Sites in CANDOLIM BY THE BAY and in the event of transfer of ownership of the Site, the transferee of the Site will be entitled to the benefits of the club and the transferor shall cease to be the member of the Club.
- viii) The PURCHASER/S shall be bound to observe all the rules and regulations of the Club laid down by the Developer or the Agency operating the Club.
- ix) However the Developer will have the sole right to give admission to such outsiders (not owners) of the site/s on such terms and conditions at his sole discretion and the Purchasers will have no objection for such usage by outsiders who are not owners of the "CANDOLIM BY THE BAY" Project.

Common Maintenance & Maintenance Deposit:

- a) The PURCHASER/S from the date the Schedule B Property is handed over or deemed to have been handed over shall be liable to proportionately share and pay for the common maintenance expenses incurred by the Developer or the Agency appointed by the Developer for maintenance of all the common areas and facilities in CANDOLIM BY THE BAY.
- b) The Owner, in addition to the cost of Schedule B Property, shall pay to the Developer a sum calculated @ **Rs...../- per Sq. ft.** of the Schedule B Property as "Common Maintenance Charges". The Common Maintenance Charges is payable on possession of the Schedule B Property. The Developer either by itself or through an independent agency shall maintain the common areas and the facilities in CANDOLIM BY THE BAY for a period of 12 months from the date the site is ready for construction and the owner is not required to pay any common maintenance charges during the said period. The PURCHASER/S shall pay the common maintenance charges to the agency/owners' association in charge of the common area maintenance after the lapse of 12 months stipulated above. However, the right over the Club House and Swimming Pool shall be retained with the Developer and shall be maintained by the Developer.
- c) In the event the Association of the Site Owners take over the common area maintenance of the common areas before the 12 months period stipulated above, the Developer shall transfer to the Association the Proportionate amount after deducting the maintenance charges upto the date of handing over of the common area maintenance to the association.
- d) The PURCHASER/S in addition to the maintenance charges stated above, shall at the time of handing over of the Schedule B Property, contribute a sum of Rs...../- per Sq. feet of the Schedule B Property as Purchaser's contribution towards 'Corpus Fund'. The whole of the Corpus Fund made up of the contributions by the owners of the Sites in CANDOLIM BY THE BAY shall be maintained in an "Escrow Account" and shall be transferred to the Association of Purchaser's of the Sites in CANDOLIM BY THE BAY as and when it is formed and takes over the common maintenance of CANDOLIM BY THE BAY. The contribution towards Corpus Fund is collected to ensure smooth functioning of the Association

as and when it is formed and takes over the common area maintenance in CANDOLIM BY THE BAY.

- e) The scope of common area maintenance is attached as Annexure “B” to this Agreement and shall form part and parcel of the construction. All expenses incurred in providing common maintenance services shall be taken into account for arriving at common area maintenance expenses to be shared by all the owners of the Sites in CANDOLIM BY THE BAY.

Right of Assignment:

The PURCHASER/S shall not have the right in any way to assign or transfer his / her / their interest under this Agreement without the prior written consent of the Vendor/Developer and the Vendor/Developer is not obligated to give any consent for assignment as this contract is exclusive in nature. However, if Developer consents, the Developer shall be entitled to collect from the PURCHASER/S administrative charges / transfer fee @ Rs.____/- per Sq.feet of sital area at the time of transfer of the rights under this Agreement.

IN WITNESS WHEREOF THE PARTIES HAVE HERETO SET THEIR RESPECTIVE HANDS THE DAY, MONTH AND THE YEAR FIRST ABOVE WRITTEN.

WITNESSES:

1.

VENDORS
(Represented by her registered General Power
of Attorney Holder)

2.

DEVELOPER

PURCHASER