

## **AGREEMENT TO SELL**

THIS AGREEMENT TO SELL, is made and executed on this the  
day of                      Two Thousand Eleven ( / /2011)

### **BETWEEN**

**Mr. Kaverappa. K. C,**  
Aged about 35 years  
S/o Late Shri Chengappa,  
Residing at Kunda Village,  
South Kodagu, Karnataka

**(Represented by his GPA holder,**  
Mr. Himanshu Gupta)

(Hereinafter called the Vendor which expression shall include his legal heirs,  
legal representatives, executors, administrators, assigns, nominees etc.)

### **AND**

**M/s. ISHYA PROPERTIES,**  
**A Partnership Firm, Registered under the Registrar of**  
**Firms, having its office at**  
No. 4, 10<sup>th</sup> 'A' Main, 1<sup>st</sup> Cross,  
Parallel to 100 Feet Road, Indiranagar, II Stage,  
**BANGALORE – 560 038**

**Represented by its Authorized Signatory,**  
Mr. Himanshu Gupta.

(Hereinafter called the **Developer/Confirming party** which expression shall include its legal representatives, executors, administrators, successors-in-office, assigns, nominees etc.)

**AND**

**Shri**  
Aged about    years  
S/o Mr.  
Residing at Flat No. ,  
,  
,  
,  
Bangalore -

(Hereinafter called the Purchaser which expression shall include his legal heirs, legal representatives, executors, assigns, nominees etc.)

WHEREAS the **Vendor** herein is the owner in possession and enjoyment of agricultural land bearing following: (i) Sy No: 54, measuring to an extent of 2 Acres 8 Guntas, (ii) Sy No: 54, measuring 4 Acres 8 Guntas, (iii) Sy No: 55/1, measuring 31 ½ Guntas, totally measuring 07 Acres 3.5 Guntas in **Dadadahalli Village**, Jayapura Hobli, Mysore Taluk, which is more fully described in the Schedule –A hereunder and hereinafter referred to as SCHEDULE – A PROPERTY, which is a part of the proposed residential layout called Highlands.

**WHEREAS**, the Vendor herein has purchased the Schedule ‘A’ Property lands under the Sale Deeds as detailed below:

- (i) Sale Deed dated 26/11/2007 executed by Mr. Shivanna along with his LR's and LR's of Mr. Kullimana Muddegowda registered as Document No: MYN-1-13957-2007-08, stored in CD No: MYND159, land in **Survey Number 54 (P) measuring 1 Acre 2 Guntas** and **Survey Number 54 (P) measuring 1 Acre 2 Guntas**, both situated at **Dadadahalli Village**, Jayapura Hobli, Mysore Taluk.
- (ii) Sale Deed dated 29/11/2007 executed by Mr. Sidde Gowda along with his Brothers, Mother and LR's registered as Document No: MYN-1-14518-2007-08, stored in CD No: MYND160, land in **Survey Number 54 (P) measuring 4 Acres 8 Guntas**, situated at **Dadadahalli Village**, Jayapura Hobli, Mysore Taluk
- (iii) Sale Deed dated 26/11/2007 executed by Mr. Shivanna along with his LRs and daughters of Mr. Kulimana Mudde Gowda, registered as Document No: MYN-1-13955-2007-08 stored in CD No:

MYND159, in the Office of the Sub Registrar, Mysore North the land in **Survey Number 55/1 measuring 31 ½ Guntas**, situated at **Dadadahalli Village**, Jayapura Hobli, Mysore Taluk

WHEREAS the Vendor along herein who is desirous to sell the Plots in the residential layout formed in the Schedule A Property (after conversion) approached the Developer who has experience in the same. The Vendor in this regard has also entered into Agreements to sell with the Developer and has given General Power of Attorney in his favour thereby authorizing the Developer herein to deal with the Schedule 'A' Property. The details of the Agreements to Sell and the Power of Attorney are furnished below:

<b>Deed</b>	<b>Sy No:</b>	<b>Date</b>	<b>Registration details</b>
Sale Agreement	54 (2 Acres 4 Guntas)	28/05/2008	MYN-1-02171-2008-09, stored in CD No: MYND171
Sale Agreement	54 (4 Acres 8 Guntas)	28/05/2008	MYN-1-02175-2008-09, stored in CD No: MYND171
Sale Agreement	55/1 (31 ½ Guntas)	28/05/2008	MYN-1-02178-2008-09, stored in CD No: MYND171
GPA	54 & 55/1	29/05/2008	142/2008-09

WHEREAS the DEVELOPER herein has formulated a scheme for development of Schedule A property into a residential layout consisting of different types and dimension of plots and the Vendor has agreed with the proposed scheme. According to the scheme, the development of Schedule A property shall be in different phases and the Developer shall take necessary steps for getting the agricultural lands converted into non-agricultural residential purposes and shall also comply with all other formalities required for the purpose. According to the scheme, the developer is authorized to sell plots of different dimensions to the intending purchasers.

**WHEREAS**, in furtherance of the agreement of sale referred to above, the VENDOR has applied for layout approval with the MUDA, Mysore, and the MUDA has accorded sanction for formation of a residential layout on Schedule 'A' property consisting of various plots with different dimensions and different total areas, vide its order **MCDA:NAYO:VAVIKA:01:11-12 dated: 07.04.2011**.

WHEREAS the PURCHASER(S) who is/are interested in purchasing a plot of Square feet measurement in the said layout approached the DEVELOPER for the purpose. The developer has acceded to the request of the purchaser and has offered to sell the purchaser the plot of Square feet measurement which is more fully described hereunder and hereinafter called the Schedule 'B' property on the following terms and conditions. The PURCHASER has accepted the offer made by the developer.

WHEREAS the VENDOR do hereby covenant that the Schedule "B" Property is not subject matter of any litigation and does hereby further covenant the PURCHASER that the VENDOR shall keep that PURCHASER sufficiently indemnified against all encumbrances, claims, attachments etc., created, occasioned or made by the VENDOR or any person claiming through or in trust for them or any of their predecessors in title.

**NOW THIS AGREEMENT OF SALE WITNESSETH AS FOLLOWS:**

1. The DEVELOPER hereby offers to sell Square Feet in the residential layout known as " Highlands" for a total sale consideration of Rs. /-[Rupees only] and the PURCHASER hereby agrees to purchase the Schedule B property
2. The PURCHASER has paid a sum of Rs. /-(Rupees only) as advance to the DEVELOPER out of the total sale consideration of Rs. /- (Rupees only) to the developer, the receipt of which is admitted and acknowledged by the DEVELOPER. The PURCHASER shall pay the balance of sale consideration of Rs. (Rupees only) within One Month from the date of this Agreement to Sell.
3. The PURCHASER/S agree/s not to delay, or withhold or postpone the payments due as aforesaid on whatever be the ground and in the event of the PURCHASER delaying, withholding or defaulting the payments consequential sufferance or damages shall be at the risk of Purchaser in addition to this the purchaser shall pay interest at 10 per cent per annum for the period of delay on the amount outstanding. If the PURCHASER fail(s) to pay the amounts due within One Month from the date of this Agreement to Sell, the DEVELOPER shall have the right to cancel the agreement and allot the same Plot to other prospective PURCHASERS. Thereafter, the DEVELOPER shall, refund the amount paid by the PURCHASER, after deducting 10 per cent of the total sale consideration as damages within 30 days from the date of the

DEVELOPER entering into a fresh agreement with any other intending PURCHASER for the sale of the "B" Schedule property.

4. The DEVELOPER hereby agrees to register the "B" Schedule Property on or after one month from the date of Agreement to Sell, subject to receiving the entire sale consideration, amenities charges and all other costs (infrastructure) as mentioned in this Agreement. Physical possession of the Site for the purpose of Construction of Villas/ Building shall be delivered within 12 Months from the date of this Agreement to Sell. However, the DEVELOPER shall be entitled to a grace period of 4 (Four) months from the agreed date for delivery of vacant possession of the Schedule "B" property and the PURCHASER cannot question the delay not exceeding Four months and make it a ground to defer payments. The DEVELOPER shall not be held responsible if he is unable to deliver possession by the aforesaid date by reason of any 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 or for reasons beyond the control of the DEVELOPER and in any of the aforesaid events, the DEVELOPER shall be entitled to reasonable extension of time for delivery and possession of the premises and the monies till then paid by the PURCHASER (s) under this Agreement shall not be refunded. In addition to the above the DEVELOPER shall be entitled to a grace period of 4 months. In case of delay in delivery of the Plot for reasons other than what is stated above, the DEVELOPER shall pay the PURCHASER(s) damages at the rate of 10% per annum on the amount paid by the Purchaser on the said property for delaying delivery of the Schedule "B" Property from the date it is due to the date of delivery, provided the PURCHASER(s) has /have paid all the amounts payable as per this Agreement within the stipulated period. The above compensation to the PURCHASER is applicable only in the event of PURCHASER making prompt payments and full value of the Plot as per the agreed payments schedule
5. Though every effort will be made to obtain electrical, water and sanitary connections within the stipulated time, no responsibility will be accepted by the DEVELOPER for delays in obtaining such connections, Clearances from the statutory authorities and PURCHASER(s) shall not be entitled to claim any damage/losses against the DEVELOPER on the ground of such delay. In the event of delay in obtaining power/water/sanitary connections, DEVELOPER shall arrange to have temporary connections in this behalf until the permanent connections are obtained.

6. The DEVELOPER will complete all common amenities / facilities (referred to at Annexure- A) in the layout within a period of 2 years from the date of handing over the said land and the PURCHASER accept the same.
7. The Plot will be registered only in the name of the applicant or the co-applicant or in the name of the family members down the line or spouse. Under no circumstance it can be registered in the names of third parties or strangers. The PURCHASER will be entitled to take possession of the Plot the Schedule "B" Property herein after paying in full all the dues including overdue interest, if any, within Ten days from the date of receipt of the notice in writing to the PURCHASER(s) intimating that the said Plot is ready for use.
8. The club house membership is mandatory for all the Purchasers including the PURCHASER herein. The DEVELOPER shall have exclusive ownership right over the Club House property. The purchaser herein will get free lifetime membership for the club house.
9. If the PURCHASER **proposes** to transfer his/her/their rights under this agreement to any Third Party, he/she/they may do so with the prior approval of the DEVELOPER subject to payment of 5 per cent of sale consideration under this Agreement as transfer fees.
10. If the PURCHASER voluntarily choose(s) to rescind the agreement, the DEVELOPER shall within 30 days of entering into a fresh agreement with the prospective PURCHASER shall refund the entire amount so paid by the PURCHASER after forfeiting Ten per cent of the total cost of the plot as damages.
11. The DEVELOPER and all persons claiming through them shall at all times and from time to time at the cost of the PURCHASER or cause to be done all such acts, deeds and things as shall lawfully and reasonably be required for the better and more perfectly securing possession and enjoyment of the said schedule B property.
12. The DEVELOPER reserves easementary rights in perpetuity in the roads and other passages leading to each of the Plots and other development/s in the neighbouring EXTENSIONS and it is a restrictive covenant of a perpetual easementary right which runs with the "B" Schedule Property and is irrevocable under any circumstances. Further the PURCHASER shall have no right to question such use and enjoyment of the roads and passages in "A" Schedule Property by the DEVELOPER and their nominees/transferees.

13. The PURCHASER shall become and remain a member of any society, Association or Co-operative Society or Condominium or any Society/Association that may be formed or to be formed for the purpose of attending to the matters of common interest, including security, repairs, maintenance, etc., in respect of the Layout and to maintain the roads and all other common areas other than the areas specifically demarcated/carved out areas owned/allotted to the DEVELOPER or their nominees. For this purpose the PURCHASER has/have authorised the DEVELOPER to approve and register a deed of declaration and the PURCHASER will automatically become a member and will abide by the terms of the declaration executed.
14. The name of the layout on the Schedule-A Property will be known as "**HIGHLANDS**" which shall not be changed / altered even after the Association is formed.
15. The PURCHASER(s) agree(s) and does not and will not oppose the DEVELOPER's Ownership, right and discretion to demarcate / divide, such / particular / certain areas of the "A" Schedule Property, and / or several blocks in the Schedule-A Property and utilize them for other uses. Such demarcated areas are not part of the common areas.
16. The PURCHASER(s) shall construct the Villa House as per the rules and Regulations with Modern Architect Plan with the Approval of the concerned Authority and the Developer.
17. The PURCHASER(s) with the intention to bind all persons into whosoever's hands the said Schedule 'B' Property may come, doth hereby covenant with the DEVELOPER as follows:-
  - (a) To maintain the Schedule B Property at the Purchaser's own cost and expenses in good condition from the date of possession of the said plot and shall not do or suffer to permit to be done anything in or to the said plot or other common areas, amenities and facilities therein or pertaining thereto, which may be against the rules, regulations or bye-laws of the said Organisation or the concerned government, local or public bodies or authorities.
  - (b) Not to transfer, assign or part with the said Site and/or the PURCHASER's right interest or benefit under this Agreement, or part with possession of the said premises, until all the amounts, dues and charges payable by the PURCHASER to the DEVELOPER under this Agreement are fully paid, and only if

the PURCHASER) has/have not been guilty of any breach or violation of, or non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations or provisions of this Agreement, and until the PURCHASER has/have intimated to the DEVELOPER and obtained the DEVELOPER'S prior written consent and permission he cannot transfer, assignment or parting with of the Schedule B Property.

- (c) To observe, perform and comply with all the rules, regulations and bye-laws which the said organisation may adopt or frame at the time of its inception and the additions, alterations, or amendments thereto made thereafter including those for protection and maintenance of the buildings and structures in the said Project/ Layout and the Plot and other premises and for the observance, performance and compliance of the Buildings Rules, Regulations, and Bye-laws for the time being of the concerned government, local and public bodies and authorities. The PURCHASER shall also observe, perform and comply with all the stipulations, terms and conditions laid down by the said Organisation regarding the use of all common areas, amenities and facilities in the said Layout, and the PURCHASER shall pay and contribute regularly and punctually towards all the rents, rates, cesses, assessments, levies, expenses and all other outgoings in accordance with the terms and conditions of this Agreement.
  - (d) The PURCHASER hereby expressly admits/ acknowledges and confirm that no terms, conditions, particulars or information, whether oral, written or otherwise given or made or represented, including those contained/given in any advertisement or brochure, by the DEVELOPER and/or its agents to the PURCHASER and or his/her/their/its agents, other than such terms, conditions and provisions as are contained or incorporated in this Agreement either expressly, impliedly or by law shall be deemed to form part of this Agreement or have induced the PURCHASER to enter into this Agreement.
22. Water supply for the Plot will be from the Bore wells situate within the Layout. The DEVELOPER is not responsible and does not guarantee any particular yield and in case of any shortfall, the PURCHASER shall depend on external supply of water at his cost.



23. There is no sewage connection provided by Government Authorities in the locality and hence the sewage in the township/project known as "**HIGHLANDS**" will be connected to Sewage Treatment Plant proposed in Schedule "A" Property or in the neighbourhood. However, as and when the Government authorities provide the underground drainage system for the locality, the sewage system in Schedule "A" Property will be connected to the public Sewage line.
24. The expenses towards stamp duty and registration charges, COT (Composition tax under K-VAT) Service Tax and such other statutory levies including legal fees as are applicable for purchase of Schedule B Property shall be borne by the purchaser.
25. The PURCHASER shall also pay advance Maintenance charges, for the first three years, to be fixed by the Developer before registration of the Schedule B property in his or in his nominee's favour. This advance maintenance charges per year shall not exceed Rs.4 per square feet of the plot size purchased by the purchaser.

#### **Interim Maintenance**

26. The DEVELOPER after the development of the Layout shall form the Co-Owners Association to maintain the Layout as soon as the said Association is formed and the said Association will run and manage the common areas and facilities of the Layout on cost to cost basis from the date of handing over possession of the first Plot in the Layout as it may not be practicable to immediately transfer the maintenance responsibility to the allottees as the purchasers will be new each other and it will take some time to have acquaintances with each other. This practice will help to set up a suitable management system that can easily be supervised by the elected representatives of residents once the management is transferred.
27. The Purchaser to become member of such Association. The PURCHASER cannot refuse to join such an association or take charge of the Common Areas / Amenities/Facilities on any pretext. Any persistent refusal, non co-operation by the allottees as a whole in this regard, for whatever be the reason, would result in taking unilateral decision by the DEVELOPER without notice, in fitness of things and circumstances, which shall be binding on the allottee/s.
28. The "B" Schedule Property shall be used by the PURCHASER only for residential purpose and under no circumstances the "B" Schedule

Property shall be used for non-residential or for go down purpose and shall use the parking space only for the purpose of keeping and parking the Purchaser's own vehicle/s (not being Heavy Transport Vehicle or the Transportation Vehicle)

29. All costs, charges and stamp duties, registration charges, Khata transfer, Electrical meter transfer, professional charges and expenses in connection with the preparation and execution of conveyance and other documents shall be borne by the PURCHASER at the prevailing rates at the time of registration.
30. All such terms and conditions, clauses of this agreement to sell, in so far as they are not repugnant or covered, or inconsistent with the terms of a registered sale deed or deed of conveyance, executed in future by the Developer in favour of PURCHASER shall subsist, valid and remain in force between the parties.
31. The PURCHASER shall also observe and abide by all the Bye-laws, Rules and Regulations prescribed by the State/Central Government, Local Revenue Authorities or any other Authority, in regard to ownership or enjoyment of such Plot and pay all taxes, rates and cesses in regard to the Schedule 'B' Property.
32. In the event of any dispute or difference arising between the parties hereto in regard to any matter relating to or concerned to or connected with Agreement to sell or sale deed the same shall be first referred for arbitration of a sole arbitrator and the arbitration proceeding shall be in accordance with the Provisions of the Arbitration and Conciliation Act, 1996 and decision of the Arbitrator shall be final and binding on both parties. The venue of Arbitration shall be Bangalore.
33. In case any of the party herein is not satisfied with the Arbitration Award, such party is at liberty to approach the jurisdictional Civil Courts at Bangalore who alone shall exercise relevant jurisdiction over any dispute pertaining to this agreement. The parties hereto agree that the parties herein shall not seek any injunctive relief which affects the progress of the development of the Project and cause heavy loss and damage to other purchasers of plots in the layout.
34. Save and except what are hereinbefore provided the rights and obligations of the **PARTIES** herein shall be governed by the Laws of the land in force.

### SCHEDULE "A" PROPERTY

All that piece and parcel of Land bearing (i) Sy No: 54, measuring to an extent of 2 Acres 4 Guntas, (ii) Sy No: 54, measuring 4 Acres 8 Guntas, (iii) Sy No: 55/1, measuring 31 ½ Guntas, in **Dadadahalli Village**, Jayapura Hobli, Mysore Taluk admeasuring 12 Acres 08 Guntas and bounded as follows:

#### **Item No. 1**

All that piece and parcel of land bearing Survey No.54 P, measuring 1 Acres 2 Guntas, situated at Dadadahalli Village, Jayapura Hobli, Mysore Taluk, which forms a part of the layout known as "Highlands "and bounded as follows:

East by : Remaining part of Land bearing Survey No 54

West by : Railway Line

North by : Remaining part of Land bearing Survey No 54

South by : Mehna Farm (Land bearing Survey No.53)

#### **Item No. 2**

All that piece and parcel of land bearing Survey No.54 P, measuring 1 Acres 2 Guntas, situated at Dadadahalli Village, Jayapura Hobli, Mysore Taluk, which forms a part of the layout known as "Highlands "and bounded as follows:

East by : Land bearing Survey No 55/1

West by : Remaining part of Land bearing Survey No 54

North by : Remaining part of Land bearing Survey No 54

South by : Mehna Farm (Land bearing Survey No.53)

#### **Item No. 3**

All that piece and parcel of land bearing Survey No.54, measuring 4 Acres 8 Guntas, situated at Dadadahalli Village, Jayapura Hobli, Mysore Taluk, which forms a part of the layout known as "Highlands "and bounded as follows:

East by : Land bearing Survey No 55/1

West by : Railway Line

North by : Land bearing Survey No 56

South by : Remaining part of Land bearing Survey No 54

#### **Item No. 4**

All that piece and parcel of land bearing Survey No.55/1, measuring 31 1/2 Guntas, situated at Dadadahalli Village, Jayapura Hobli, Mysore Taluk, which forms a part of the layout known as "Highlands "and bounded as follows:

East by : Road

West by : Land bearing Survey No 54

North by : Land bearing Survey No 55/2

South by : Remaining part of Land bearing Survey No 55/1

#### **SCHEDULE "B" PROPERTY**

All that piece and parcel of residential Plot in the layout known as "**HIGHLANDS**" measuring Square Feet, , with common facilities, right to use common water and sanitary lines provided in the layout along with easementary rights.

**IN WITNESS WHEREOF** the **PARTIES** hereto have signed and executed this **AGREEMENT TO SELL**, on the day, month and year above written in the presence of the following witnesses:

**WITNESSES**

(1)

**VENDOR**

Represented by his GPA holder  
Mr. Himanshu Gupta

(2)

**DEVELOPER**

M/s ISHYA PROPERTIES,  
(Through its Authorized Signatory  
Shri Himanshu Gupta )

**PURCHASER**

## ANNEXURE- A

### Amenities

- Badminton Court
- Table Tennis Court
- Tennis Court
- Meditation Centre
- Spa
- Fitness Centre
- Library
- Swimming Pool
- Snooker
- Play Ground
- Kids Club
- Club House
- Jogging Track
- Asphalted Roads
- Landscaped Garden
- Fountain and Water Bodies
- Cabling for Electricity
- Sewage Lines
- Drainage Lines