

ARVIND OASIS

AGREEMENT FOR SALE (APARTMENT)

(WITHOUT POSSESSION)

BETWEEN

ARVIND INFRACON LLP

IN FAVOUR OF

[•]

APARTMENT NO. [•] PROJECT-“ARVIND OASIS”

DATED _____, 2018

This is a model form of Agreement for Sale, which may be modified and adapted in each case having regard to the facts and circumstances of the respective case. Provided that the clauses in this Agreement shall not be inconsistent with the provisions of the Real Estate (Regulation and Development) Act, 2016 or the Rules and Regulations made thereunder.

AGREEMENT FOR SALE

(WITHOUT POSSESSION)

APARTMENT NO. [•], PROJECT-“ARVIND OASIS”

This Agreement for Sale (**“Agreement”**) is made at Bangalore on this _____ day of _____, Two Thousand & Eighteen (____-____-2018)

Between

Arvind Infracon LLP (PAN-AAZFA4289J) a Limited Liability Partnership formed under the provisions of the Limited Liability Partnership Act, 2008 under LLPIN No. AAA-1786 having its registered office at 24, Government Servant Society, Near Municipal Market, C.G. Road, Navrangpura, Ahmedabad - 380009, Gujarat, INDIA, through its authorized representative [•] and presented through [•] vide Board Resolution dated - __.__.2018.

Hereinafter referred to as **“Promoter”** which expression shall unless the context otherwise require include its successors, administrators and assigns of the first part;

In Favour of

[•], Adult residing at [•], India having PAN [•], Aadhaar No. [•].

Jointly with

[•], Adult residing at [•], India having PAN [•], Aadhaar No. [•].

Hereinafter referred to as **“Allottee”** (which expression shall wherever the context so requires or admits, mean and include his/her/their legal heirs, executors, administrators, legal representatives and assigns) of the other part;

The Promoter and Allottee shall hereinafter collectively be referred to as the **“Parties”** and individually as a **“Party”**.

DEFINITIONS:

Promoter

Allottee(s)

For the purpose of this agreement for sale, unless the context otherwise requires -

- (a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- (b) "Appropriate Government" means the Government of Karnataka;
- (c) "Rules" means the Karnataka Real Estate (Regulation and Development) Rules, 2017 made under the Real Estate (Regulation and Development) Act, 2016;
- (d) "Regulations" means the Regulations made under the Real Estate (Regulation and Development) Act, 2016;
- (e) "Section" means a section of the Act.
- (f) "Relevant Laws" means and includes any applicable central, state or local law(s), statute(s), ordinance(s), rule(s), regulation(s), notification(s), order(s), bye laws etc. including amendments/modifications thereto, any government notifications, circulars, office orders, directives etc. or any other any government notifications, circulars, office orders, directives, direction, judgement/decreed or order of judicial or quasi-judicial authority etc. , whether in effect on the date of this Agreement, including the Real Estate Regulatory Laws.

WHEREAS

- A. M/s. Arvind Infracon LLP (hereinafter "**Promoter**") is the absolute owner of converted lands measuring an extent of portion of property bearing Sy No. 98/2 (Old Sy. No. 17) measuring an extent of 08 Guntas, portion of property bearing Sy No. 100 (Old Sy. No. 30) measuring an extent of 02 Acres 06 Guntas and portion of property bearing Sy No. 101 (Old Sy. No. 30) measuring an extent of 01 Acre 12 Guntas totally measuring an extent of 03 Acres 26 Guntas and bearing Municipal number [●] situated at Nagasandra Village, Yeshwanthapura Hobli, Bangalore North Taluk more fully described in the Schedule A given hereunder and hereinafter referred to as the **Schedule "A" Property**.
- B. The said land is earmarked for the purpose of residential building project, comprising of [●] () multistoried apartment buildings and the said project shall be known as "**Arvind Oasis**".
- C. The Promoter have formulated a scheme for development of the Schedule A property and had obtained Sanction from Bangalore Development Authority for the residential development plan on the Schedule "A" Property vide Work Order dated [●] bearing No. [●] The Promoter agrees that it shall not make any changes to these approved plans except in strict compliance with Section 14 of the Act and other laws as applicable.
- D. The Bruhat Bengaluru Mahanagara Palike has granted the sanction to develop the project vide approval dated [●] bearing reference No. [●]
- E. The Bruhat Bengaluru Mahanagara Palike has granted the commencement certificate to develop the project vide approval bearing reference No [●] dated [●] and dated [●] respectively.
- F. The Promoter has registered the Project under the Provisions of the Act with the Karnataka Real Estate Regulatory Authority at Bengaluru bearing registration no. [●]

- G. The Allottee had applied for apartment / flat in the project called “Arvind Oasis” (“Project”) vide Application No. [●] and has been allotted apartment No. [●], having carpet area of [●] square meters equivalent to [●] square feet along with exclusive additional area of balcony of [●] Square meters equivalent to [●] square feet¹ and additional area of foyer of [●] Square meters equivalent to [●] square feet² on [●] Floor in Block [●] and of pro-rata share in the common areas (“Common Areas”) as defined under the Clause (n) of Section 2 of the Act, as may be permissible under the applicable law (hereinafter referred to as the “Apartment”) more particularly described in the **Schedule B** and the floor plan of the Apartment is annexed hereto and marked as **Schedule C**.
- H. The Parties have gone through all terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- I. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications etc., applicable to the Project.
- J. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all terms, conditions and stipulations contained in this Agreement and all applicable law, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee(s), after being thoroughly satisfied about the title and marketability of the land and convinced about the scheme of development, hereby agrees to purchase the Apartment as Specified in **Schedule B**.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS:

- 1.1** Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Apartment as specified in **Schedule B**.
- 1.2** The Total Price for the Apartment based on the carpet area is **Rs. [●]/-(Rupees [●] only)** (“Total Price”). The Detail breakup of the same is more fully described in **Schedule D** herein under.

Explanation:

- a. The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment.

¹ Please delete if there is NO balcony,

² Please delete if there is NO foyer.

Promoter

Allottee(s)

- b. The Total Price above excludes all applicable taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax and Cess or, Goods and Service Tax ("GST") or, any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter up to the date of handing over the possession of the Apartment to the Allottee and the Project to the association of allottee after obtaining the completion certificate / occupancy certificate, as the case may be, which shall be separately payable by the Allottee in the manner as may be decided by the Promoter.

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Allottee to the Promoter shall be increased / reduced based on such change / modification.

- c. The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated above and the Allottee shall make payment demanded by the Promoter within the time and manner specified therein.
- d. The Allottee(s) agree to pay proportionate or full amount as the case may be towards deposits, service charges, supervision charges, and any other such statutory demand from the government authorities / semi government authorities / development authority / municipal authority / utility provider etc. for providing electrical power, energy meters, water connection, sewerage and drainage connection etc., or betterment charges in whatever names they are imposed by the concerned authorities in addition to the agreed consideration of the Apartment.

For the sake or brevity, the Allottee(s) agree that the Cauvery water/any other source of water provided by BWSSB or, concerned authorities, when available, will be charged extra on a proportionate basis at actuals and that the Allottee(s) further agree that any other utility charges/deposits/connection charges/fees for services like electricity or water etc. will be additional and shall be borne by the Allottee (s) and that the above charges are not included in any of the heads covered under this Agreement.

- e. The Allottee(s) shall pay stamp duty, registration charges, khata transfer costs / charges (to be incurred after execution of the deed of conveyance / sale deed in favour the Allottee) and all other incidental and legal expenses and dues, in respect of the Apartment allotted to the Allottee (s) as and when required. The Allottee (s) agrees to pay on demand, the legal cost of the agreement for sale and other documents and also share the society registration charges, if any and other expenses.
- f. The Allottee(s) in addition to the Total Price shall also pay [●] (.) year maintenance advance fee and deposits; however after the completion of said [●] year (from the date completion of the Project), the proportionate maintenance charges will be levied for the Project. For the sake of clarity, the said maintenance of the premises at [●] shall start upon receipt of the occupancy certificate and all expenses related to the said maintenance shall be done using the aforesaid maintenance advance fee and the balance if any, shall be handed over to the maintenance society / association of allottee(s) after expiry of [●] year from the date of the occupancy certificate. Further, the deposits so collected from the respective allottees shall be handed over to the

Promoter

Allottee(s)

maintenance society / association of allottee(s) at the time of handover of the Common Areas.

- 1.3** The Total Price is escalation free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the Competent Authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee.
- 1.4** The Allottee(s) shall make the payment as per the payment plan set out in Schedule "D". The Allottee (s) shall deduct TDS at one (1) percent only or, any other applicable rate from each and every payment being made to the Promoter towards the sale consideration including the basic price and other charges. Further, the Allottee(s) assumes the responsibility of depositing the said TDS so deducted by the Allottee (s) to the government entities as per Section 194-IA of the Income Tax Act, 1961 and agrees that in order to facilitate the Promoter in managing its taxes, the Allottee (s) shall share the relevant proof / copy of challan of such TDS / other proof of paid applicable taxes on the consideration amount, with the Promoter as soon as the same are received at the Allottee's end.
- 1.5** It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein in the **Schedule 'C' and Schedule 'E'** in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

Provided that the Allottee(s) hereby confirm and acknowledge that the specifications mentioned in the advertisement / communications or the sample flat and its colour, texture, the fittings / fixtures or any installations depicted therein are only indicative and the Promoter shall endeavour to provide the similar look and feel for the Apartment of the Allottee(s). However, the said specifications, design, colour, texture and fittings / fixtures may slightly vary depending upon their availability, provided that the overall quality of the product shall be maintained. The Allottee(s) acknowledge(s) that he / she / it has / have seen all the sanctioned layout plans and time schedule for completion of the Project.

- 1.6** The Promoter shall conform to the final carpet Area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent Authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule D. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement. The area mentioned in the unit plans will vary because of plaster and column location and no adjustment/refund of any nature whatsoever will be made by Promoter for such variation.
- 1.7** Subject to clause 9.3 mentioned hereunder the Promoter agrees and acknowledges, the Allottee shall have the right as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Apartment.
 - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the common areas to the association of Allottee(s) after duly obtaining the occupancy certificate / completion certificate from the competent authority as provided in the Act.
- 1.8** Entry to site before handing over possession shall be permitted only on Sundays and National Holidays after prior approval from the Promoter. The Allottee shall not be permitted to enter the site on working days without written permission from the Promoter. However, the Allottee(s) shall at all times follow the directions / instructions given by the Project In-charge or, his authorized subordinates or, the security personnel deployed on the site, while entering upon the property and exiting it. All costs, risks and consequences associated thereto shall be the responsibility of the Allottee(s) and the Promoter shall not be held liable for any mishap or accident or adverse consequence(s) which may follow in exercise of the rights under this permission. No "House Warming" / "Gruha Pravesh" ceremonies shall be permitted before the handing over possession of the Apartment by the Promoter. No external agencies / carpenters / modular kitchen agencies etc. shall be permitted to carry out any work in the Schedule B Apartment of the Allottee before the handing over of the same. It is made clear by the Promoter and the Allottee agrees that the Apartment shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said land and is not part of any other project or zone and shall not form a part of/with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's

facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

1.9 The Promoter agrees to pay all outgoing before transferring the physical possession of the Apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoing. If the Promoter fails to pay any outgoing collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoing and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

1.10 The Allottee has paid **Rs. [●]/- (Rupees [●] Only)** as booking amount being part payment towards the Total Price of the Apartment at the time of the Application, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the payment plan as may be demanded by the Promoter within the time and in the manner as prescribed therein.

Provided that if the Allottee delays in payment towards any amount which is payable, he/she shall be liable to pay interest at the rate prescribed in the Rules. For the sake of brevity, the present prescribed rate of interest applicable for such delay on part of the Allottee is SBI highest marginal cost of lending rate plus two percent and any revision thereto shall be applicable on the Allottee and accordingly, will be levied for any delay in payments on part of the Allottee(s) till the date of realization of the dues.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan (Schedule D) through A/c Payee cheque(s) /demand draft(s) / bankers cheque or online payment (as applicable) in favour of "**Arvind Infracon LLP**".

If any of the cheque submitted by the Allottee(s) to the Promoter is dishonoured for any reasons then, the Promoter shall intimate the Allottee(s) of the dishonour of the cheque and the Allottee(s) would be required to tender a Demand Draft of the same amount to the Promoter within ten (10) days from the date of dispatch of such intimation by the Promoter and the same shall be accepted subject to payment of dishonour charges' of Rs. 5,000/- (Rupees Five Thousand only) for each dishonour. In the event the said Demand Draft is not tendered within the stipulated time period mentioned herein, then the Agreement may be terminated / cancelled at the option of Promoter and the same shall be subject to the consequences contained in clause 9.3 hereto.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under

Promoter

Allottee(s)

or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 3.2** The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

3A. ANTI-MONEY LAUNDERING:

- I. The Allottee(s) hereby declare(s), agree(s) and confirm(s) that the monies paid / payable by the Allottee(s) under this Agreement towards the said Apartment is not involved directly or, indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (collectively "Anti Money Laundering").
- II. The Allottee(s) further declare(s) and authorize the Promoter to give personal information of the Allottee(s) to any statutory authority as may be required from time to time. The Allottee(s) further affirms that the information / details provided is/are true and correct in all respect and nothing has been withheld including any material facts within her / her / their / its knowledge.
- III. The Allottee(s) further agree(s) and confirm(s) that in case the Promoter becomes aware and/or in case the Promoter is notified by the statutory authorities of any instance of violation of Anti-Money Laundering, then the Promoter shall at its discretion be entitled to cancel /terminate this Agreement. Upon such termination the Allottee(s) shall not have any right, title or interest in the said Apartment neither have any claim/demand against the Promoter, which the Allottee(s) hereby unequivocally agrees(s) and confirm(s). In the event of such cancellation / termination, the monies paid by the Allottee(s) shall be refunded by

Promoter

Allottee(s)

the Promoter to the Allottee(s) in accordance with the terms of this Agreement only after the Allottee(s) furnishing to the Promoter a no-objection / consent letter from the statutory authorities permitting such refund of the amount to the Allottee(s).

4. ADJUSTMENT/APPORTION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the Apartment, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment to the Allottee and the common areas to the association of allottees or the competent authority, as may be permitted by the applicable laws and the rules framed thereunder.

Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her/it and meeting the other obligations under this Agreement subject to the simultaneous completion of construction by the Promoter.

6. CONSTRUCTION OF THE APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities (annexed along with this Agreement) which has been approved by the competent authority as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye laws, FAR and density norms and provisions prescribed by the Karnataka RERA Rules and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APPARTMENT:

a. Schedule for possession for said Apartment,

The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place on or before [•] 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 agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, 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 Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

The Allottee(s) agree that no transfer / resale of the Apartment will be allowed for a period of [•] ([•]) months from the date of booking confirmation by the Promoter. Thereafter, the Promoter may permit the Allottee(s) to do so with a transfer fee of Rs. [•] per sq. feet on saleable area payable to the Promoter along with such other terms and conditions as may be stipulated by the Promoter. The Allottee(s) shall be free to transfer/sell the Apartment after execution of the sale deed by the Promoter in favour of the Allottee(s).

b. Procedure for taking possession:

The Promoter, upon obtaining the occupancy certificate from the competent Authority shall offer in writing the possession of the Apartment to the Allottee in the terms of this Agreement to be taken within two months from the date of issue of the occupancy certificate. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of Promoter. The Allottee(s), after taking the possession agrees to pay the maintenance charges as determined by the Promoter/association of the Allottees, as the case may be after the issuance of the completion certificate for the Project. The possession of the apartment will be given after the registration of the conveyance/ sale deed.

c. Failure of Allottee to take possession of Apartment:

Upon receiving a written intimation from the Promoter as per para (b) herein above, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee. In case Allottee fails to take possession within the time provided in Para (b) herein above, such Allottee(s) shall continue to be liable to pay maintenance charges as specified in Para (b) herein above. Over and above the maintenance charges stated herein, the Allottee shall further also be liable to pay holding charges at the rate of Rs. [•] (Rupees [•] only) per month till the date on which the Allottee takes that actual possession of the Apartment. Further, the Allottee will indemnify the Promoter against any loss or damage to the Apartment due to failure on part of the Allottee to take possession of the Apartment within two months of issuance of notice of possession by the Promoter to

Promoter

Allottee(s)

the Allottee. Furthermore, all costs and expenses related to any loss / damage to the Apartment caused by any natural or, other reasons not attributable to the Promoter happening after two months of the notice of possession by the Promoter will be solely borne by the Allottee.

In addition to any other charges / levies / taxes that the Promoter has to pay to any authority (ies) on account of any such taxes, levies, charges etc. on the Apartment on account of the said Apartment remaining unsold due to delay by the Allottee(s) in execution of the sale deed/deed of conveyance, in such case, the Allottee(s) shall be responsible for reimbursing the same to the Promoter.

d. Possession by the Allottee.

After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of allottees or competent Authority, as permissible under the applicable law.

e. Cancellation by the Allottee:

The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act.

Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit minimum of 10 (Ten) percent of Total Price or, higher as per the applicable policies / laws. The balance amount of the money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 (forty five) days of such cancellation.

f. Compensation:

The Promoter shall compensate the Allottee 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 Act and the claim for Interest and compensation under this provision shall be regulated by the applicable law in force.

Except for occurrence of Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Apartment in accordance with the terms of the Agreement, duly completed by the date as specified in the paragraph (a) above, due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any reason; the Promoter shall be liable, on demand to the Allottees, in case the Allottee 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 Apartment with interest at the rate prescribed in the Rules including the compensation in the manner as provided under the Act within forty-five (45) days of it becoming due. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession

Promoter

Allottee(s)

of the Apartment, which shall be paid by the Promoter to the allottee within Forty Five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represents and warrants to the Allottee as follows:

- (i) The Promoter has absolute, clear and marketable title with respect to the said land, the requisite rights to carry out development upon the said land and absolute, actual, physical and legal possession of the said land for the project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project.
- (iii) The said land is subject to encumbrance, charge or liability in favour of [•].
- (iv) There are no litigations pending before any court of Law or Authority with respect to the said land, project or the Apartment.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the association of Allottees or the competent authority, as may be permitted by the applicable laws and the rules framed thereunder;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the association of Allottees or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:

- (i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in para 7 (a) or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this paragraph, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the Parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority.
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:

(i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or

(ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the allottee within forty-five days of it becoming due.

9.3 The Allottee shall be considered under a condition of Default, on the occurrence of the following events.

- (i) In case the Allottee(s) fails to make payments for three (3) consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee(s) shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond fifteen (15) days after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to it by the Allottee by deducting 10 (Ten) percent of the Total Price or, higher as per the applicable policies / laws and the interest liabilities and this Agreement shall thereupon stand terminated.

Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such notice.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the Apartment as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas as maybe permissible under the applicable law, within 3 months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Allottee. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges is made by the Allottee.

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT:

- I. The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over the maintenance of the Project by the association of Allottees upon the issuance of the occupancy certificate / completion certificate of the Project. The Cost of such maintenance has been excluded from the Total Price of the Apartment and same shall be paid by the Allottee(s) in addition to the said Total Price .
- II. The Allottee(s) shall pay to the Promoter a sum as may be intimated by the Promoter for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at Law/Advocates of the Promoter in connection with formation of the maintenance society and for preparing its rules, regulations, bye-laws and memorandum and articles of association and

Promoter

Allottee(s)

the cost of preparing and engrossing the conveyance or assignment of lease. For the sake of clarity, as and when any undivided share of common plots etc. is transferred to the maintenance society / allottees / association of allottees, all expenses related thereto including stamp duty, registration charges, incidental expenses etc. will be borne by the maintenance society / allottees / association of allottees and the Allottee(s) agrees to pay his / her / its proportionate share thereof.

12. DEFECT LIABILITY:

It is agreed that in case any structure defect or any other defect in workmanship quality or provision of services or any other obligation of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over the possession, it shall be the duty of the Promoter to rectify such defects without further charges, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive / recover appropriate compensation in the manner as provided under the Act.

Provided that the Promoter shall not be liable for any structural defect or defects on account of workmanship quality or provision of service which cannot be attributable to the Promoter or beyond the control of the Promoter including but not limited to such defects / deficiencies arising out of natural causes like floods, earthquake, fire etc. Provided further that normal wear and tear, maintenance and upkeep of the Apartment will be carried out by the Allottee(s) at his / her / its own cost. All costs incurred due to any damage or defect arising out of mishandling, inappropriate usage or any usage other than residential purposes will also be borne by the Allottee(s).

Product warranty will cease to exist in case any unapproved / unauthorized change is carried out in the structure / internal layout plans of the Apartment. In case, the Allottee(s) chooses his / her / its own special specifications for materials to be used in the Apartment, the Promoter warranties for such specific changes / materials shall not be applicable.

Fit outs and equipments like plumbing material, electrical, CP / sanitary wares, switches, DG Sets, common lights, compressor, STP, ETP, pumps and motors, lifts, Solar heaters, Air Conditioners, Swimming Pool equipments, gym equipment, other sports and club house equipments, Organic Waste Converter ('OWC'), valves, other electro-mechanical and electronic equipments, automation equipments etc., will be governed as per the warranty of specific suppliers / manufacturers. Such warranties will be limited to the standard timelines as provided by standard warranty clauses of the suppliers/manufacturers. To avail such warranty service from the respective suppliers / providers, the Allottee(s)/maintenance society or association of allottee(s) as the case may be, will directly coordinate and seek such services and the Promoter will provide all reasonable support to the Allottee(s)/ maintenance society or association of allottee(s) as the case may be, in this regard. After expiry of the standard warranties, the respective Allottee(s) / maintenance society or association of allottee(s) as the case may be, will bear all expenses for the maintenance of all such equipments/ fit outs etc.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

Promoter

Allottee(s)

The Promoter / maintenance agency / association of the allottees shall have right of unrestricted access of the Common Area, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottees agrees to permit the association of the allottees and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. **USAGE:**

- I. Use of Basement and Service Areas: The basement(s) and service area, if any, as located within the **“Arvind Oasis”** shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment’s etc. and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.
- II. No alteration / modification / amendment of project name: The Promoter has named the Project as **“Arvind Oasis”** and it alone shall be entitled to change / modify the name. The Allottee(s) shall have no right to change or modify the same.

15. **GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:**

- 15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the [Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.
- 15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or

maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

- 15.4 The conditions mentioned in **Schedule “F”** of this Agreement relating to the use of the apartments, common areas, etc. shall be deemed to be a part of this Agreement.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

The Parties are entering into this Agreement for the allotment of a Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

17. ADDITIONAL CONSTRUCTIONS AND FLOOR SPACE INDEX (FSI):

- I. The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.
- II. The Allottee(s) has / have been informed and is/are aware that the buildable area has been sanctioned for the layout as a single land on the basis of the available Floor Space Index ('FSI') on the entire project land.
- III. It is hereby specifically agreed that the Promoter shall be fully and absolutely entitled to transfer development rights of said land or portion thereof (TDR) to any other property of the Promoter or to property which Promoter is entitled to develop. So also the Promoter shall also be entitled to fully utilise and consume the FSI of any other property on the property described in Schedule A. Moreover, any additional and/or residual FSI/FAR available in respect of the property described in Schedule A, will be available to the Promoter only and the Allottee(s) and/or the association of allottees of the Project, shall not take any objection for the same or claim any such additional and/or residual FSI/FAR or benefits of the same.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

19. APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE):

The Promoter has assured the Allottee(s) that the Project in its entirety is in accordance with the applicable law.

20. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith the booking amount shall be returned to the Allottee without any interest or compensation whatsoever, after deducting the cancellation charges, as agreed between both the Parties.

21. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

22. RIGHT TO AMEND:

This Agreement may only be amended through written consent of the Parties. The Allottee acknowledges and agrees that this Agreement is being executed on specific request of the Allottee and that the format used herein is based on the draft Karnataka Real Estate (Regulation and Development) (Agreement for Sale) Rules, 2017 and that upon the notification of the said Karnataka Real Estate (Regulation and Development) (Agreement for Sale) Rules, 2017 or, any other similar rules prescribing a draft format of the agreement for sale, the Parties shall carry out the necessary amendments to this Agreement or, execute such agreement for sale in the format prescribed by the said rules and the Allottee shall also make himself / herself available for registration of the said agreement for sale before the appropriate sub-registrar of assurances. All expenses related thereto shall be borne by the Allottee(s).

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES:

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:

- 24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [Schedule D] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.
- 24.2 Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

25. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

26. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments in the Project.

27. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or, of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

28. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Bengaluru after the Agreement is duly executed by the Allottees and the Promoters or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at Bengaluru. Hence this Agreement shall be deemed to have been executed at Bengaluru.

Promoter

Allottee(s)

29. **NOTICES:**

That all notices to be served on the Allottee(s) and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee(s) or the Promoter by Registered Post at their respective addresses specified below:

Allottee's Name: [•]

Email ID of Allottee's: [•]

Address of Allottee: [•]

Promoter: Arvind Infracon LLP

Email ID of Promoter: [•]

Address of Promoter: 24, Government Servant Society, Near Municipal Market, Off. C.G. Road, Navrangpura, Ahmedabad – 380009, Gujarat, India.

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

30. **JOINT ALLOTTEES:**

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

31. **SAVINGS:**

Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the allottee under the Agreement for Sale or under the Act or the rules or the regulations made there under.

32. **DISCLOSURE:**

- I. The Promoter has informed and the Allottee(s) is aware that as per the scheme of development and sanction of plan vide sanction no [•] dated [•] the Promoter has or may in future relinquish the land earmarked for public gardens and roads to BBMP/BDA as may be required under the applicable norms and regulations.

Promoter

Allottee(s)

33. **CONFIDENTIALITY:**

- I. It is hereby agreed that any confidential information, communication or clarification between the Promoter and the Allottee(s) will be kept secret and confidential and the same will not be shared with any third party. Both the Parties will in no circumstance post or communicate any derogatory or defaming content to the outside parties through social, electronic or any other media. Both the Parties will endeavor to resolve all the issues and queries only through bilateral communication and exchange of information.

34. **GOVERNING LAW:**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made there under including other applicable laws of India and that the Bengaluru courts have Jurisdiction for the time being in force.

35. **DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Bengaluru in the presence of attesting witness as such on the day first above written

SIGNED AND DELIVERED BY THE WITHIN NAMED
Promoter (Arvind Infracon LLP)
Through Its Authorized Representative

SIGNED AND DELIVERED BY THE WITHIN NAMED
Allottee

[•]

At _____ on - ____/____/____ in the presence of Witness

1) Signature

Name

2) Signature

Name

Promoter

Allottee(s)

SCHEDULE 'A'
(Description of Project land)

All that piece and parcel of the immovable properties being a portion of property bearing Sy No.98/2 (Old Sy.No.17 and thereafter Sy. No. 75) measuring an extent of 08 Guntas, portion of property bearing Sy.No.100 (Old Sy.No.30 and thereafter Sy. No. 77) measuring an extent of 02 Acres 06 Guntas and portion of property bearing Sy.No.101 (Old Sy.No.30 and thereafter Sy. No. 78) measuring an extent of 01 Acre 12 Guntas, totally measuring an extent of 03 Acres 26 Guntas situated at Nagasandra Village, Yeshwanthapura Hobli, Bangalore North Taluk and converted from non- agricultural industrial use to residential use vide Official Memorandum bearing No. BDS/ALN/SR/1242/1964-65 dated 02.05.2017 issued by the District Commissioner, Bangalore District, Bangalore, having consolidated Municipal Khata No. 423-17 & 30/423 issued by Bruhath Bengaluru Mahanagara Palike, and bound as follows:

East by : Property bearing Sy.No.99, Sy.No.100 and remaining portion in Sy.No.101;

West by : Road and Remaining Portion of Property in Sy.No.98/2;

North by: NH- 4 Tumkur Road;

South by : Road.

SCHEDULE 'B'
(Description of Apartment)

Apartment No _____, on the _____ floor, of Block _____ in the Project named as "**Arvind Skylands**" to be Constructed on the Schedule 'A' Property having a carpet area of _____ Sq. meters equivalent to _____ Sq. Feet with an exclusive additional area of balcony of [•] Square meters equivalent to [•] square feet³ and additional area of foyer of [•] Square meters equivalent to [•] square feet⁴ along with _____ Car park.

³ Please delete if there is NO balcony,

⁴ Please delete if there is NO foyer.

Promoter

Allottee(s)

SCHEDULE C - (Floor Plan)

SCHEDULE 'D'
(Payment Schedule)

Promoter

Allottee(s)

SCHEDULE 'E'
(Specification, Amenities, Facilities of the Apartment)

Specifications:

1	Structure	Earthquake Resistant RCC Frame Structure
		External and internal partition walls with good quality cement blocks/ clay bricks
2	Flooring	
	Living and Master bedroom	Vitrified / Ceramic / Porcelain / equivalent tiles
	Kitchen	Vitrified / Ceramic / Porcelain / equivalent tiles
	Bathrooms	Vitrified / Ceramic / Porcelain / equivalent tiles
	Balcony and Utility	Anti-Skid Vitrified / Ceramic / Porcelain / equivalent tiles
	Ground Floor Lobby	Granite/Marble/Engineered Stone /High Quality Ceramic Tiles / equivalent Stone
	Ground to First Floor Stairs	
	First Floor and above- Lobbies	Vitrified / Ceramic / Porcelain / equivalent tiles
3	Platform / Counter	
	Kitchen	Polished granite/equivalent Stone
	Basin Counter	Polished granite/equivalent Stone
4	Door	
	Main Door	Wooden main door frame & flush door shutter with veneer finish / Engineered door & frames
	Internal Rooms	Flush doors with laminate and wooden frames / Engineered door and frames
	Bathrooms	Flush doors with laminate and Wooden / Granite frames / Engineered door and frames
5	Windows	
	Aluminum Windows	Jindal (1" Series) / Equivalent Heavy Duty Aluminium / UPVC Heavy Duty Windows
6	Wall Finish	
	Internal	Berger / Asian / ICI Dulux / Nerolac or Equivalent Acrylic Emulsion paint
	External	Berger / Asian / ICI Dulux / Nerolac or Equivalent Acrylic Water proof or Weather Coat Paint / Texture
7	MS work	

	Railing	Mild Steel hand railing
8	Plumbing	
	CP Fittings and Accessories	Jaquar / Essco / Plumber / Cera or Equivalent make
	Sanitary Ware	Wall/ Floor mounted Sanitary Ware of Jaquar / Cera / Hindware / Parryware or Equivalent make
9	Electrical	
	Television point	Living & Master Bedroom
	Telephone Point	Living room
	AC Point	Master Bedroom
	Power Points	For Refrigerator & Microwave in Kitchen and Washing Machine in Utility, Geyser point in Toilet
	Switch Gears	L & T / Schneider / Havells / ABB / Anchor or Equivalent make
	Elevators	Schindler / Kone / Johnson / Omega or Equivalent make
	Internal wiring	Finolex / Havells / Anchor / Polycab / Avocab or Equivalent make

Amenities / Facilities:

1	OUTDOOR SPORTS	
		Children's Play Area
		Net Cricket Pitch
		Basket Ball Single pole
		Multi-purpose / Tennis court
		Swimming pool with Deck
2	INDOOR SPORTS & ACTIVITY	
		Café / Lounge
		Badminton Court
		Pool Table
		Table tennis
		Reading Nook / Library
		Multi-purpose room
3	HEALTH AND EDUCATION	
		Jogging Track
		Indoor Gymnasium
		Massage Room
		Steam Room
4	SECURITY SYSTEM	
		CCTV
		Intercom Facility
5	LANDSCAPE	
		Fish Pond
		Lily Pond
		Central Landscape Area
		Water feature/ Fountain
		Outdoor Deck
		Terrace Café Sitting

SCHEDULE 'F'
Rights and Obligations of Unit Holders/Allottee(s)

1. Association:

- 1.01.** The *Allottee(s)* shall become member/s of the association/society of the apartment complex that shall be formed along with all the other Owners of the respective units to manage the affairs of the residential building constructed on *Schedule A Property*.
- 1.02.** The *Allottee(s)* shall observe and abide by all the bye-laws, rules and regulations prescribed by the state/central government, corporation of the City of Bangalore, or association of apartment Owners or any other authority in regard to Ownership or enjoyment of such apartments.
- 1.03.** The *Allottee(s)* shall pay proportionate share of all out goings and maintenance costs and general expenses such as insurance, municipal expenses, taxes and cess, electrical and water tax and all other maintenance charges of the building, including salaries and overheads of the maintenance crew in the manner as may be determined by the *Promoters* or association of apartment owners. In the event of default in paying such expenses, the *Promoters* or the association shall have the right to remove / disconnect such common amenities including water and electricity from enjoyment of the *Allottee(s)*.
- 1.04.** Any dues of the *Allottee(s)* towards common outgoings for the apartment complex will attract penal interest at 24% per annum (2% per month), which shall be payable to the Promoter/association. Any outstanding including interest amounts may be adjusted against the deposit held by the association and / or deducted from any of the moneys payable by the association to its members.
- 1.05.** The *maintenance team* responsible for maintenance of clubhouse, common facilities and entertainment facilities shall carry out all the day to day activities of maintaining the building, providing for security, housekeeping, paying taxes and other outgoings on behalf of the members of the association etc.

2. Co-operation:

- 2.01.** The *Allottee(s)* agrees to co-operate with the other co-*Allottee(s)* and/or co-occupants and the Promoters/association/maintenance team in the management and maintenance of the Schedule-A Property.
- 2.02.** The *Allottee(s)* agrees to observe the rules framed from time to time by the *Maintenance Team*.

2.03. The *Allottee(s)* agrees to allow the *Maintenance Team* with or without workmen to enter into the apartment for the purpose of maintenance and repairs as and when deems fit subject to reasonable advance notice in writing of such purpose.

2.04. The *Allottee(s)* agrees not to throw dirt, rubbish or other refuse or permit the same to be thrown from or accumulated in the apartment or in the compound or any portion of the *Schedule A Property*.

3. Permissible Uses

3.01. The *Allottee(s)* agrees not to use the apartment or permit the same to be used for any purposes whatsoever other than as a place of residence.

3.02. The *Allottee(s)* agrees not to use the apartment for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the *Owners* and occupiers of the neighboring premises or for any illegal or immoral purpose or as an office, Boarding House, Club House, Nursing Home, Amusement or Entertainment Center, Eating or Catering Place, Dispensary or a Meeting Place or for industrial activities whatsoever.

3.03. The *Allottee(s)* agrees not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the apartment or any part of the building or cause increased to be payable in respect thereof if the building is insured.

4. Expenses:

4.01. The *Allottee(s)* agrees to pay and bear the common expenses and other outgoing and expenses since the date of possession and also the rates and taxes proportionately for the apartment and/or common parts/areas and/or to make deposits on account thereof in the manner mentioned hereunder to the *Maintenance Team*. Such amount shall be deemed to be due and payable on and from the date of possession whether physical possession of the apartment has been taken or not. The said amounts shall be paid without raising any objection thereto regularly and punctually within 72 hours to the *Maintenance Team*.

4.02. The *Allottee(s)* agrees to deposit the amounts reasonably required with the *Maintenance Team* towards the liability for rates and taxes and other outgoings.

4.03. The *Allottee(s)* agrees to pay charges for Electricity and Water in or relating to the apartment wholly and proportionately relating to the common parts.

5. Structural Stability:

- 5.01.** The *Allottee(s)* agrees to maintain or remain responsible for the structural stability of the apartment and not to do anything which has the effect of affecting the structural stability of the building.
- 5.02.** The *Allottee(s)* agrees not to make in the apartment any structural addition and/or alterations such as beams, columns, or improvements of a permanent nature except with the prior approval in writing of the *Maintenance Team*.
- 5.03.** The *Allottee(s)* agrees to not store or bring and allow to be stored in the apartment any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structure of the building or any portion of any fittings or fixtures thereof including windows, doors, floors etc., in any manner.
- 5.04.** The *Allottee(s)* agrees to not hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.
- 5.05.** The *Allottee(s)* agrees to not do or cause anything to be done in or around the apartment which may cause or tend to cause or tantamount to cause or effect any damage to the flooring or ceiling of the said Unit or adjacent to the apartment or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- 5.06.** The *Allottee(s)* agrees to not damage or demolish or cause to be damaged or demolished, the apartment or any part thereof or the fittings and fixtures affixed thereto.

6. Modifications / Alterations and Aesthetic Appearance of the Building

- 6.01.** The *Allottee(s)* agrees to not to do any act or thing that may adversely affect the aesthetic appearance / beauty of the building of which the apartment would be a part.
- 6.02.** The *Allottee(s)* agrees to seek written permission from the *Maintenance Team / Association / Society* for any modification / alterations or repair work to the exterior of the building. However, if Association / Society does not respond to the same within a reasonable time days from the date of issue of the letter, the *Allottee(s)* may go ahead with the said modifications / alterations.
- 6.03.** The *Allottee(s)* agrees to not close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, lounges or any external walls or the fences of external doors and windows including grills of the apartment which in the opinion

of the *Promoters* differs from the colour scheme of the building or deviation or which may affect the elevation in respect of the exterior walls of the said building.

- 6.04.** The *Allottee(s)* agrees to not fix or install air-conditioners for the apartment save and except through the *Promoters*.
- 6.05.** The *Allottee(s)* agrees to not install grills, the design of which has not been approved by the Promoter or such entity in the management and maintenance of the Schedule A Property.
- 6.06.** The *Allottee(s)* agrees to not put any article in or upon the windows balconies / terrace railings / roof and other portions that may be exposed in a manner or be visible to the outsiders.

7. Car Park

- 7.01.** The *Allottee(s)* agrees to not use or permit to be used, the allocated car parking space/s for any other purposes whatsoever other than parking of his/her/their own car/cars.
- 7.02.** The *Allottee(s)* agrees to not rent/lease out the car parking space/s except to persons residing in the same building.
- 7.03.** The *Allottee(s)* agrees to not keep in the parking space/s anything other than private motor car or motor cycle and not to raise or put up any kutchra or pucca construction, grill, wall or enclosure thereon or part thereof and to keep it always open as before.
- 7.04.** The *Allottee(s)* agrees to not permit any person to reside in the car parking spaces.
- 7.05.** The *Allottee(s)* agrees to not park the car on the pathway or open spaces of the building or at any other place except the space allotted to him/her/it and shall use the pathways as would be decided by the Association.
- 7.06.** The *Allottee(s)* agrees to not transfer / sell the said car parking spaces to any outsider.

8. Rights to Common Areas and Facilities

- 8.01.** The *Allottee(s)* together with all other co-Owners of the *Schedule A Property* shall have equal rights to all common amenities and facilities built or provided in *Schedule A Property*. If the *Allottee(s)* wants to make any changes in / openings into the common area, he/she/they will have to take prior concurrence from a majority of the other co-Owners of the Schedule-A property.
- 8.02.** The *Schedule A Property* will be held by all the Apartment Owners as “Co-Owners” each having an undivided share therein as per the terms and conditions of the deed of conveyance to be obtained from the Owners and all passages, lobbies, staircase, water lines and sewer lines as

also the other areas which are used in common by the apartment holders, will belong to and vest in the Apartment Owners, to be used by all of them jointly and in common, and none of the Apartment Owners shall place any obstructions or store or keep any articles in the common areas.

- 8.03.** The *Allottee(s)* agrees that the earmarked garden area on the ground floor and the earmarked terrace rights/space, allotted / retained by the *Promoters*, as the case may be shall be to the exclusive use of the allottees and the *Allottee(s)* shall at no time after the completion of the project and formation of any association/condominium/organization of apartment Owners, claim any rights thereto or deprive the allottees of the said garden space or the terrace area. However the allottees shall provide all necessary access for repairs to water lines, sewage lines, chambers, water tanks, power lines, panel boards or any other services.
- 8.04.** The Allottee(s) shall strictly observe the rules, regulations, restrictions that may be generally/specifically imposed/prescribed by the Promoter, for the maintenance of all common areas and facilities in Schedule 'A' property.