

## **AGREEMENT TO SELL**

THIS **AGREEMENT TO SELL** ("Agreement") is executed at Bangalore on this the \_\_\_\_\_ day of \_\_\_\_\_ **TWO THOUSAND AND NINETEEN** (\_\_\_\_/\_\_\_\_/ 2019)

**BETWEEN:**

1) **Ms. LORNA RAYMOND**, Aged about 72 years, D/o. late Aloysius Raymond,  
2) **Mr. Air Vice Marshal WALTER RAYMOND (Retd)**, Aged about 70 years, S/o. late Aloysius Raymond, both residing at No.60, Millers Road, Benson Town, Bengaluru-560 046, both represented by their Power of Attorney holder, **M/s. Spectra Constructions Private Limited**, a company incorporated under the Companies Act, 1956, having its office at No.5, First Floor, 9<sup>th</sup> Cross, Indiranagar I Stage, Bangalore-560 038, represented by its Managing Director, **Mr. C. CHANDRASHEKAR**.

(Hereinafter jointly and collectively referred to as "**OWNERS/VENDORS**", which term expression shall wherever the context so admits shall mean and include their respective legal heirs, successors, executors, administrators and assigns) of the **FIRST PART**;

**AND:**

**M/s. SPECTRA CONSTRUCTIONS PRIVATE LIMITED**, A company incorporated under Companies Act '1956, having its office at No.5, 1<sup>st</sup> Floor, 9<sup>th</sup> cross, Indiranagar 1<sup>st</sup> stage, Bangalore- 560 038, having its CIN U45209KA1999PTC025826, represented by its Managing Director, **Mr. C. CHANDRASHEKAR**.

(Hereinafter referred to as "**DEVELOPER/CONFIRMING PARTY**" which term expression shall wherever the context so admits shall mean and include its successors-in-title and permitted assigns) of the **SECOND PART**.

[The Owners and Developer shall hereinafter be collectively referred to as "**PROMOTERS**"]

**AND:**

1) **Mr/Mrs.** \_\_\_\_\_, Aged about \_\_\_\_ years, S/o: Mr. \_\_\_\_\_, Residing at No.\_\_\_\_\_, PAN No.\_\_\_\_\_.

2) **Mr/Mrs.** \_\_\_\_\_, Aged about \_\_\_\_ years, S/o: Mr. \_\_\_\_\_, Residing at No.\_\_\_\_\_, PAN No.\_\_\_\_\_.

(Hereinafter referred to as the "**PURCHASER/S**" which term expression shall wherever the context so admits shall mean and include his/her/their respective legal heirs, successors, executors, administrators and assigns) of the **THIRD PART**.

## **WITNESSES AS FOLLOWS**

- I. WHEREAS,** the Vendors herein are the sole and absolute joint owners of the immovable property bearing Municipal No.60 with PID No.91-96-60, (comprising of earlier Municipal Nos.60 & 61 (old Nos.35 & 35A), in all measuring 14,478 Sq Ft, situated at Millers Road, Civil Station, Bangalore, Ward No.91, New Ward No.78-Pulikeshinagar, (hereinafter referred to as the “Schedule A Property”).
- II. WHEREAS,** originally the immovable property, bounded on the North by :- Millers Road, South by :- Madras Railway Compound, East by :- Barbers Property and West by :- S Mersh`s Property, measuring East: 126 feet 6 inches, West: 170 feet 6 inches, North: 100 feet 6 inches and South: 103 feet, situated at Millers Road, Benson Town, Bangalore (hereinafter for the sake of convenience referred to as the “Said Property”) belonged to one Mr. Charles Mersh, subsequently conveyed under the Sale Deed dated 18.07.1892 (registered as document No.411 of 1892, Book 1, Volume 121, at pages 307 & 308, in the office of Sub-Registrar, Civil & Military Station, Bangalore) in favour of his son Mr. Thomas Mersh.
- III. WHEREAS,** the aforesaid Mr. Thomas Mersh sold the Said Property, under the Indenture dated 08.02.1905 (registered as document No.896 of Book 1, Volume 214, at pages 11-14, in the office of Sub-Registrar, Civil & Military Station, Bangalore) in favour of Mrs. Sarah Ellen Quinn and the Said Property came to be assigned as New No.17, Millers Road, Melmoth, Benson Town, within the municipal limits of the Civil & Military Station, Bangalore, subsequently in turn the aforesaid Mrs. Sarah Ellen Quinn sold the Said Property under the Indenture dated 30.11.1905 (registered as document No.759 of Book 1, Volume 219, at pages 457-460, in the office Sub-Registrar, Civil & Military Station, Bangalore) in favour of Mrs. Elizabeth Ann Vaughan.
- IV. WHEREAS,** the aforesaid Mrs. Elizabeth Ann Vaughan died leaving behind her Last Will and Testament dated 27.12.1905, appointing Mr. I. McDonald as the executor of her Will and in terms of the said Will the Said Property had been bequeathed in favour of her husband Mr. G. Vaughan for his own use and benefit, subsequently Mr. I. McDonald the Executor of her Last Will and Testament had filed a Miscellaneous Application No.113/1906 for grant of Probate and obtained a Probate by Order dated 05.07.1906, passed by the Court of District Judge, Civil & Military Station, Bangalore, confirming the bequeath of the Said Property in favour of Mr. G. Vaughan, subsequently Mr. G. Vaughan sold the Said Property, under the Indenture dated 17.07.1906 (registered as document No.273 of Book-1, Volume 223, pages 219-222, in the office of Sub-Registrar, Civil & Military Station, Bangalore) in favour of Mr. Richard Gilbert. Thus, Mr. Richard Gilbert had become the absolute owner of the Said Property.

- V. **WHEREAS**, the said Mr. Richard Gilbert had died leaving behind his Last Will and Testament dated 03.11.1913, appointing Mr. Robert John Blaikie as the executor of his Will and in terms of the said Will the Said Property bequeathed in favour of his daughter Mrs. Cecilia Bishop and life interest in the same to his wife Mrs. Mary Gilbert, subsequently Mr. Robert John Blaikie the Executor of his Last Will and Testament had filed a Miscellaneous Application No.D/44/1915 for grant of Probate and obtained a Probate by Order dated 16.10.1915, passed by the Court of District Judge, Civil & Military Station, Bangalore, confirming the bequeath in favour of his wife Mrs. Mary Gilbert with a condition that the Said Property shall not be alienated, sold or mortgaged during her lifetime and upon her death the Said Property shall devolve to her daughter Mrs. Cecilia Bishop, pursuant to which the aforesaid Mrs. Mary Gilbert had given up her life interest in Said Property i.e No.17, Millers Road, along with her daughter Mrs. Cecilia Bishop and jointly sold the Said Property, bearing New No.35, Millers Road, under the Indenture of Sale dated 19.05.1938 (registered as document No.218/1938-39, Book-1, Volume 509, pages 198-201, in the office of Sub-Registrar, Civil & Military Station, Bangalore) in favour of Mr. Walter Thompson and his wife Mrs. Bertie Thompson. Thus in this manner the said, Mr. Walter Thompson and Mrs. Bertie Thompson had become the joint owners of the Said Property, consequently the Said Property i.e Property No.35 had been bifurcated/sub-divided into Property No.35 and 35A vide Notice of Assessment on Buildings and Lands both dated 20.06.1938 for the assessment year 1938-39, issued by the President Municipal Commission, Civil and Military Station, Bangalore.
- VI. **WHEREAS**, subsequently the aforesaid Mr. Walter Thompson died intestate and upon his death, his wife Mrs. Bertie Thompson @ B. Thompson had filed an Original Petition bearing No.11/1940 before the Court of the District Judge, Civil & Military Station, Bangalore, for grant of Letters of Administration in the matter of estate of late Mr. Walter Thompson, the Court of the District Judge, Civil & Military Station, Bangalore, by its Order dated 24.06.1940 granted the Letters of Administration to B. Thompson, pursuant to which Mrs. K. Thoy, represented by her POA holder Ms. M. Thompson, Ms. M. Thompson and Ms. R. Thompson, all daughters of late Mr. W. Thompson had executed a Release Deed dated 06.09.1941 (registered as document No.960/1941-42, of Book-1, Volume 575, at pages 58-60, in the office of Sub-Registrar, Civil & Military Station, Bangalore) in favour of Mrs. B. Thompson, widow of late Mr. W. Thompson and Administratrix in OP No.11/1940, whereby the Releasors` two-third share in the estate of late Mr. W. Thompson and in pursuance of the consideration received, had released all their right title and interest in the Said Property, i.e, property bearing old Municipal No.17, New No.35, Millers Road, Civil and Military Station, Bangalore. Thus in the above said manner Mrs. Beatrice Thompson @ Mrs. Bertie Thomson, had become the sole and absolute owner of the Said Property.

- VII. WHEREAS**, the aforesaid Mrs. Beatrice Thompson @ Mrs. Bertie Thomson, during her lifetime had made a Will dated 25.02.1945, appointing her daughter Mrs. Rita Raymond nee Thompson as the Executrix of her Will and bequeathing the Property bearing No.35 in favour of her eldest daughter Ms. Muriel Thompson for her sole use and benefit and the Property bearing No.35A in favour of her daughter Mrs. Rita Raymond for her sole use and benefit, subsequently upon the death of said Mrs. Bertie Thompson, the Executrix, Mrs. Rita Raymond filed and obtained an Order of Probate dated 12.07.1945 in O.P No.26/1945, granted by the Court of the District Judge, Civil and Military Station, Bangalore, pursuant to which, Mrs. Rita Raymond had transferred the Property bearing No.61 (old No.35A), under the registered Deed of Transfer of Trust dated 30.09.1964 (registered as document No.2029/1964-65 of Book 1, Volume 1329, at pages 215-219, in the office of the Sub-Registrar, Civil & Military Station, Bangalore) in favour of herself and further Mrs. Rita Raymond as Executrix of her mother Will had transferred the Property bearing No.60 (old No.35), under the registered Deed of Transfer of Trust dated 30.09.1964 registered as document No.2030/1964-65 of Book 1, Volume 1328, at pages 181-184, in the office of Sub-Registrar, Civil & Military Station, Bangalore) in favour of Ms. Muriel Thompson, pursuant to which, the Assistant Revenue Officer, Corporation of the City of Bangalore, had issued two (02) separate Endorsements/Katha dated 19.06.1969 & 09.02.1971 in the name of Ms. Rita Raymond for Property bearing No.61 (old No.35A) and in the name of Ms. Muriel Thompson for Property bearing No.60 (old No.35), respectively and also the City Survey Records such as City Survey Enquiry Register for P T Sheet No.1049, Local Sketch-77 Vasanthanagar, Property Card, Field Book for PT Sheet No.1049, and Form 9, all issued by Assistant Director, Land Records, City Survey Department, discloses that the Said Property had been transferred in the names of Mrs. Rita Raymond and Ms. Muriel Thompson.
- VIII. WHEREAS**, the said Ms. Muriel Thompson died on 21.02.1985 leaving behind her Last Will and Testament dated 22.02.1977, wherein she appointed her brother-in-law Lt. Col. Aloysius Raymond (Retd) and her sister Mrs. Rita Raymond, as the Executors of her Will, in terms of the said Will she bequeathed the Property bearing No.60 equally in favour of her niece Ms. Lorna Raymond, her sister Mrs. Rita Raymond, her brother-in-law Lt. Col. Aloysius Raymond (Retd) and her nephew Flt. Lt. Walter Raymond, subsequently upon the death of said Ms. Muriel Thompson, the Executors of her Last Will namely, Lt. Col. Aloysius Raymond (Retd) and Mrs. Rita Raymond had filed and obtained Letters of Administration by an Order dated 07.08.1985 in P & S.C. No.10030/1985, granted by the Additional City Civil, Judge, Mayo Hall, Bangalore, subsequently the Lt. Col. Aloysius Raymond one of the beneficiaries and joint owner (1/4<sup>th</sup> share) in Property bearing No.60 (old No.35), died on 24.04.2002 leaving behind his Last Will and Testament dated 01.08.1985, appointing his wife Mrs. Rita Raymond and daughter Ms. Lorna Raymond, as the Executrix of his Will, in terms of the said Will he bequeathed his 1/4<sup>th</sup> share in Property bearing No.60 (old No.35) in favour of his wife Mrs. Rita Raymond, in case his wife predeceasing him or in the

event of simultaneous death, he bequeathed to his daughter Ms. Lorna Raymond for her sole use and benefit, subsequently upon the death of said Lt. Col. Aloysius Raymond, the Executrix of his Will Mrs. Rita Raymond and Ms. Lorna Raymond filed and obtained an Order of Probate dated 10.11.2003 in P & S.C No.15018/2003, granted by the Additional City Civil and Sessions Judge, District Judge, Bangalore. Thus, Mrs. Rita Raymond had become the owner for half (½) share in Property bearing No.60 (old No.35) along with Ms. Lorna Raymond and Mr. Walter Raymond, pursuant to which the Assistant Revenue Officer, Bangalore Mahanagara Palike had issued an Uttrapatra/Katha dated 21.01.2003 in the joint names of i) Mrs. Rita Raymond, ii) Ms. Lorna Raymond and iii) Mr. Walter Raymond, as regards to Property No.60 (old No.35).

- IX. WHEREAS**, the said Mrs. Rita Raymond died on 15.09.2006, leaving behind her Last Will and Testament dated 01.08.1985, appointing her husband Lt. Col. Aloysius Raymond and daughter Ms. Lorna Raymond as the Executrix of her Will, in terms of the said Will she bequeathed all her movable and immovable properties to her husband Lt. Col. Aloysius Raymond, in case her husband predeceasing her or in the event of simultaneous death, she bequeathed to her daughter Ms. Lorna Raymond for her sole use and benefit, subsequently upon the death of said Mrs. Rita Raymond the Executrix of her last Will Ms. Lorna Raymond, filed and obtained an Order of Probate dated 08.08.2008 in P & S.C No.25030/2007, granted by the Additional City Civil and Sessions Judge, District Judge, Bangalore. Thus, by virtue of the Last Will and Testament dated 01.08.1985 of Mrs. Rita Raymond, her daughter Ms. Lorna Raymond has become the owner of three-fourth (3/4<sup>th</sup>) undivided share in the Property bearing No.60 (old No.35) and absolute owner for the Property bearing No.61 (old No.35A) and in lieu of the last Will and Testament dated 22.02.1977 of Ms. Muriel Thompson, Mr. Walter Raymond has become owner for 1/4<sup>th</sup> undivided share in the Property bearing No.60 (old No.35).
- X. WHEREAS**, pursuant to which, the Vendor No.1 (Ms. Lorna Raymond) has gifted an interalia an undivided share, right, title and interest equivalent to 1593.Sq Ft (13.5862%) of land in the Said Property (i.e Property bearing No.60 and Property bearing No.61) in favour of Vendor No.2 (Air Vice Marshal Walter Raymond (Retd)) under the Gift Deed dated 15.12.2017. Thus Ms. Lorna Raymond (Vendor No.1) and Air Vice Marshal Walter Raymond (Retd) (Vendor No.2) have become the joint owners of the Said Property in the ratio of 70:30 respectively.
- XI. WHEREAS**, the Vendors i.e Ms. Lorna Raymond and Air Vice Marshal Walter Raymond are being desirous of developing the Said Property (i.e Property bearing No.60 and Property bearing No.61), have entered into an Deed of Amalgamation

dated 19.01.2016 and applied to the Bruhath Bangalore Mahanagara Palike (BBMP) for amalgamation of above two properties into one, subsequently the BBMP issued a Special Notice dated 31.03.2016 amalgamating and assigning New Municipal No.60 with PID No.91-96-60 (comprising of earlier Municipal Nos.60 & 61 (old Nos.35 & 35A), in all admeasuring 14,478 Sq Ft, situated at Millers Road, Civil Station, Bangalore, Ward No.91, New Ward No.78-Pulikeshinagar (which is morefully described in the Schedule given above and hereinafter referred to as the "Schedule A Property") and also issued Katha Certificate and Extract both dated 31.03.2016 in the names of Ms. Lorna Raymond and Air Vice Marshal Walter Raymond, Thus Ms. Lorna Raymond and Air Vice Marshal Walter Raymond (Retd) (the Vendors herein) have become the absolute joint owners of the Schedule A Property.

- XII. WHEREAS**, the Developer in terms of the Joint Development Agreement dated 01.06.2018, registered as document No.HLS-1-01088-2018-19, Stored in CD No.HLSD162, in the office of Sub-Registrar, Halasuru, Bangalore, the Developer is empowered to develop and put up the construction of multi-storied apartment complex on the Schedule A Property. Simultaneously, a General Power of Attorney dated 01.06.2018 has been executed in favour of the Developer, M/s. Spectra Constructions Private Limited. The said General Power of Attorney is registered as document No.HLS-4-00138-2018-19, Stored in CD No.HLSD162, in the office of Sub-Registrar, Halasuru, Bangalore, wherein authorizing & empowering the Developer to do all acts, deeds and things in terms of Joint Development Agreement dated 01.06.2018.
- XIII. WHEREAS**, under the said Joint Development Agreement dated 01.06.2018 and the General Power of Attorney dated 01.06.2018, the Developer herein is authorized and empowered to develop the entire Schedule 'A' Property by putting up a multistoried residential apartment complex and further the Developer is empowered to sell 50% of super built area, and proportionate undivided share in the land along with 50% of the car parking spaces, terrace area & garden area in the multistoried residential apartment complex in the Schedule 'A' Property to its nominee/s or prospective Purchaser/s.
- XIV. WHEREAS**, in pursuance of the said Joint Development Agreement dated 01.06.2018 and the General Power of Attorney dated 01.06.2018, the Developer herein has got the plan sanctioned from the Bruhath Bengaluru Mahanagara Palike, Bangalore to put up multistoried residential apartment building project on the Schedule 'A' Property, vide No.BBMP/Addl.Dir/JD NORTH/L.P.No.0192/16-17 and also License dated 30.08.2017 from the Bruhath Bengaluru Mahanagara Palike, Bangalore.
- XV. WHEREAS**, the Vendors and the Developer have also identified their share of Apartment units under the said Joint Development Agreement dated 01.06.2018,

whereby the Developer herein became entitled to the apartments set out therein, which includes the apartment constructed for the Purchaser/s herein.

**XVI. WHEREAS,** under the scheme of development, persons interested in owning the apartments in “SPECTRA RAYWOODS” are required to purchase the proportionate undivided share in the land in Schedule A Property from the Vendors and entrust the construction of the apartment to the Developer and each of the Apartment owners holding proportionate undivided share, right, title and interest and ownership in the Schedule A Property and all the owners of undivided shares in the land in Schedule A Property holding the same as Co-owners and in pursuance of such scheme, the Vendor/Developer worked out the proportion of undivided share of land, apartments, parking space, garden etc.

**XVII. WHEREAS,** the Purchaser/s herein desirous of owning the Apartment in the project, after being satisfied with the title of the Owners to the Schedule A Property and the scheme formulated by the Owners and the Developer, has approached the Developer to purchase, \_\_\_\_\_ sqft of an undivided share, right and title in the Schedule A Property, (which is morefully described as Part 1 in the Schedule B below) and by virtue of the acquiring such undivided share in the Schedule A Property, the Purchaser/s shall also be entitled to get constructed through the Developer, all that piece and parcel of Apartment bearing No.\_\_\_\_\_, on the \_\_\_\_\_ **Floor** in the project known as “**SPECTRA RAYWOODS**” having carpet area of \_\_\_\_\_ Sq Ft of and super built up area of \_\_\_\_\_square feet and \_\_\_\_\_ Car Parking space/s in the basement (which is more fully described as Part 2 in Schedule ‘B’ given below), the Floor Plan of the Apartment unit is enclosed in Schedule C given below, subject to the terms and conditions contained herein.

**XVIII. WHEREAS** both the Developer and the Purchaser/s hereto deem it necessary to have the agreed terms and conditions in writing and accordingly this Agreement is made.

**I. NOW THIS AGREEMENT TO SELL WITNESSETH AS FOLLOWS:**

**1. DEFINITIONS**

The meaning and definitions of the terms used under this Agreement, shall be as contained in the The Real Estate (Regulation and Development) Act 2016 and the Karnataka Real Estate (Regulation and Development) Rules 2017. .

**2. SALE CONSIDERATION & THE PAYMENT SCHEDULE**

**2.1** In pursuance of the foregoing and in consideration of the mutual obligations undertaken by the Parties hereto and the Developer hereby agrees to sell and the

Purchaser/s hereby agrees to purchase the Schedule B Property, for a sale consideration of Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) subject to the terms, conditions and covenants herein contained.

- 2.2 In addition to the above, the Purchaser/s hereby agrees, declares and confirms that he/she/they shall be liable to pay all other charges/deposits, Statutory Levies Such as GST, Electricity & Water Charges, Legal Charges, incidental Charges, Maintenance Charges, etc, as setout herein below.

|  |   |
|--|---|
| Cost of undivided share of land  | Rs. _____/-                               |
| Cost of Construction of Part 2 of the Schedule 'B' Property<br>i.e. the 'Apartment unit.     | Rs. _____/-                               |
| <b><u>Other Charges</u></b>  |   |
| GST for Part 2 of the Schedule 'B' Property  |   |
| Water, Electricity, STP etc., plus GST   | Rs. _____/-                               |
| Building Maintenance charges for 12 months plus GST  | Rs. _____/-                               |
| Legal fees and Katha Bifurcation Charges plus GST  | Rs. _____/-                               |
| Stamp Duty and Registration Charges as Applicable which shall be at the time of Registration | Payable at actuals<br>before registration |

- 2.3 It is agreed by the Developer and the Purchaser/s that incase of any increase in carpet area / super built up area of Part 2 of the Schedule 'B' Apartment then the Purchaser/s shall pay the difference in cost of such increase in area to the Developer and vice versa.
- 2.4 The GST and other tax components are subject to change as per the statutory norms prevailing from time to time. The Purchaser/s will pay the differential amount for the above, if any, to the Developer as and when the same comes into effect.
- 2.5 The other charges payable by the Purchaser/s towards water and electricity charges shall include the following.
- The deposits or charges or levies demanded or required to be paid to the Bangalore Electric Supply Company/Karnataka Power Transmission Corporation Limited, Bangalore Water Supply and Sewerage Board, Greater Bangalore Water Supply Board proportionately for the Schedule B Property.
  - Proportionate cost of incurred for cables, transformer and Ring Main Unit Charges, pro-rata charges, supervision, administrative, service and liasoning charges, meter deposits and all other departmental charges and expenses for



providing permanent connections of electricity, water supply & sanitary to Schedule 'B' Property

- 2.6 The Purchaser/s shall pay Stamp Duty, Registration expenses, legal charges and incidental expenses in regard to the Deed of Conveyance in respect of the Schedule 'B' Property. The Purchaser/s shall also pay the Khatha transfer fees, charges and incidental expenses for the transfer of Khatha in the name of the Purchaser/s.
- 2.7 All the payments shall be made by cheque or demand draft / online transfer / RTGS / Wire transfer to the Developers payable at Bengaluru and the amount credited to the bank account of the Developers as certified by the bank will be considered as payment/date received from the Purchaser/s.
- 2.8 The Purchaser/s shall also observe and abide by all the Bye-laws, Rules and Regulations prescribed by the State/Central Government, BESCOM/BWSSB/KSPCB/MoEF/BBMP/BDA or any other Authority, in regard to ownership or enjoyment of such Apartments and pay all taxes, rates and cess in regard to the Schedule 'B' Property.
- 2.9 The Purchaser/s has paid to the Developer a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) being advance payment for sale of the Schedule 'B' Property, the Purchaser/s hereby specifically undertakes and covenants that timely payments of the installments shall be essence of this Agreement. It is agreed between parties that the balance amount shall be paid by the Purchaser/s to the Developers as per the Payment Schedule as setout on Schedule 'E' . The Developer has informed the Purchaser/s that any delay, default in payments of the balance amounts by the Purchaser/s would affect the entire Project as envisaged, as there are other Purchaser/s who have joined the scheme to purchase based on the assurance given by the Developer.
- 2.10 It is clarified that as and when the Developer raises a demand note on the Purchaser/s to pay the amount as per the payment schedule, the Purchaser/s shall pay the same within 10 days from the date of receipt of demand note from the Developer and it is also clarified that the demand note towards payment of installments shall be issued ten days in advance to the Purchaser/s by the Developer.
- 2.11 If the Purchaser/s fails to pay two consecutive installments in time to the Developer, as per payment Schedule 'E' hereto, the Developer shall be entitled to terminate this Agreement by issuing a notice calling upon the Purchaser/s to pay the arrears due within Thirty (30) days from the date of issuance of such notice. If the Purchaser/s fail/s to pay the arrears, this Agreement shall be deemed to have

been terminated In such an event the Purchaser/s shall execute and register deed of cancellation. The Purchaser/s hereby authorizes the Developer to cancel the Agreement on his/her/their behalf by executing and registering such cancellation agreement. The Purchaser/s along with the execution of this Agreement has executed a Special Power of attorney in favour of the Developer. The said Special Power of Attorney is irrevocable in nature and is valid and binding till the execution and registration of Cancellation Agreement.

- 2.12 In the event of termination as aforesaid, the Developer shall be entitled to recover 10% of sale consideration as liquidated damages by adjusting the same against the amounts paid by the Purchaser/s till the date of termination and refund the balance, if any, within 90 days from the date of termination without interest.
- 2.13 In the event of the Purchaser/s intending to cancel/withdraw from this Agreement, the Purchaser/s may do so, upon issuance of notice in writing to the Developer, confirming his/her/their intention to cancel/withdraw this Agreement and the project, however, it has been mutually agreed between the parties hereto, that in such an event cancellation/withdrawal from this Agreement, Developer shall be entitled to recover 10% of sale consideration as liquidated damages by adjusting the same against the amounts paid by the Purchaser/s till the date of termination and refund the balance, if any, within 90 days from the date of termination without interest.
- 2.14 Upon termination of this Agreement the Purchaser/s shall not have any claims over the Schedule 'B' Property and/or on the Developer. The Developer shall be entitled to deal with Schedule 'B' Property as they may deem fit for their benefit without reference to the Purchaser/s.
- 2.15 If however, the Purchaser /s pays up the arrears within the time stipulated in the notice of termination with overdue interest at 18% per annum from time to time, the right to terminate the Agreement would lapse for such default and this Agreement continues to be valid. Any payments by the Purchaser/s received by the Developer would be firstly appropriated towards the payment of interest due if any and remaining towards part payment and any deficit would be made good by the Purchaser/s.
- 2.16 However even after the expiry of stipulated notice period (as mentioned above) the Developer at their sole discretion may agree to receive the unpaid sums with 18% interest from time to time from date till repayment in full and in one lump sum of all the outstanding dues.
- 2.17 If the Purchaser/s has/have availed housing loan facility from any financial Institution or the Bank, then in that event based on the terms of such loan, after deduction of Booking Amount, and interest liabilities, the balance amount would be handed over to the financial institution or the Bank, and against the receipt of

such amount, the financial institution or the Bank as the case may be shall forthwith issue “no dues certificate” in favour of the Developer and handover the original of this Agreement that may be deposited by the Purchaser/s or cause the Purchaser/s to handover this Agreement against the Developer paying the amounts to the financial institution or the Bank. On refund of the amount as stated above to the Bank or Financial Institution this Agreement shall be deemed to be cancelled / terminated and the Developer shall be entitled to deal with Schedule B Property in any manner with a third party at its discretion. In such an event the Purchaser/s hereby authorizes the Developer to cancel the Agreement to Sell by executing and registering such cancellation agreement and to that extent the agency is created in favour of the Developer by the Purchaser/s.

- 2.18 Any refund in any of the above circumstances there is no refund of any of the taxes paid by the Developer on behalf of the Purchaser/s.

### **3. ASSIGNMENT / TRANSFER**

That the Purchaser/s shall not have power or authority to transfer or assign his/her/their rights under this agreement to anyone/third party. However the Purchaser/s is/are entitled to transfer or assign his/her/their right with the prior written consent of the Developer, subject to payment of transfer fee at the rate of Rs.250/- per square feet on the super built up area of the Schedule 'B' Apartment and the said Transfer Fee should be paid to the Developer before entering into any transaction with the third party.

### **4. SPECIFICATIONS**

The Specifications of construction of Schedule 'B' Apartment agreed between the Developer and Purchaser/s are detailed in Schedule 'D' to this Agreement and the Developer agree to construct the Schedule B' Apartment in accordance with the said specifications or equivalent thereto. The Purchaser/s shall not seek for any modifications in the plans of the apartment at any time. In the event of the Developer agreeing to modify the specifications, the same will be at mutually agreed cost and time lines it is made clear that many of the materials used in development of Schedule 'A' Property including in Schedule 'B' Property includes marble, granite, wood, etc., and are natural materials and are subject to variations in tone, grain, fixture, colour and other aesthetic features, which are beyond the control of the Developer and while the Developer agrees to use the quality materials available, they are unable to assure that the materials used in the building would exactly match the samples shown with regard to said features. Similarly manufacturing materials such as ceramic/vitrified tiles, anodized/powder coated aluminum / UPVC, sanitary ware, etc., are subject to colour variations and warping due to its inherent manufacturing process and hence the finished product may have colour variations which are again beyond the control of the Developer. The Developer would be relying upon the

manufacturers and suppliers for its raw materials, such marble, granite, timber, tiles, aluminum / UPVC, sanitary ware, etc., There is possibility that the materials specified and shown as samples may not be available at the time of construction and in such an event, the Developer reserves the right to substitute with equivalent alternatives.

## **5. PURPOSE OF SALE**

The sale of the Schedule 'B' Property is to enable the Purchaser/s to own an Apartment and the Purchaser/s shall not seek partition or division or separate possession in respect of any portion of the Schedule 'A' Property under any circumstances.

## **6. TITLE / TITLE DEEDS**

- 6.1 The Purchaser/s is/are provided with copies of all the title documents NOC's and Plan Sanctions of the Schedule 'A' Property. After being satisfied with the title of the Schedule 'A' Property and the scheme of development by the Developer, the Purchaser/s has entered into this Agreement. The Purchaser/s shall not be entitled to further investigate the title, development and no requisition or objections shall be raised.
- 6.2 The Purchaser/s has/have no objection for the Developer to create charge or mortgage on Schedule 'A' Property for raising funds to commence and complete the development and construction in the Schedule 'A' Property without affecting the rights of the Purchaser/s. However, the Developer alone is responsible for discharge of the said charge or mortgage before sale of Schedule 'B' Property is completed. The Developer agree to secure necessary No Objection Certificates from the lending Bank/institution and furnish the same to the Purchaser/s at the time of conveyance of Schedule 'B' Property, confirming that Schedule 'B' Property being free from the said charge or mortgage.

## **7. COMPLETION & DELIVERY OF POSSESSION**

- 7.1 The Developer shall construct and deliver Schedule 'B' Apartment to the Purchaser/s in the multistoried residential building complex on Schedule A Property in accordance with the Specifications contained in Schedule D hereto or equivalent thereof by \_\_\_\_\_. Though every effort will be made to obtain electrical, sanitary and water connections and no responsibility will be accepted by the Developers for delays in obtaining such connections, clearances and other certificates from the statutory authorities. The Purchaser/s shall not be entitled to claim any damages/losses/interests against the Developer on the ground of such delay.

- 7.2 The Developer shall not be liable if they are unable to complete the construction of the Schedule 'B' Apartment by the aforesaid date on account of force majeure or acts of god or riots, civil commotion, non-availability of cement, steel and other essential items of construction, strikes, local disturbances, heavy rains/adverse climatic conditions, change in laws of state/centre/corporations, local bodies and for other reasons which are beyond the control of the Developer. The Developer shall be entitled for extension of time to deliver and handover the possession of Schedule B Apartment and the consideration paid by the Purchaser/s till such date under this Agreement shall not be refunded or entitled for any interest if the completion of the building is delayed. It is agreed between the parties hereto that delay in handing over of the possession of the Schedule 'B' Apartment due to any of the reasons mentioned above shall not be construed as a delay in completion of Schedule 'B' Apartment.
- 7.3 In case of any proven willful delay in delivery of the apartment for reasons other than what is stated above, the Developer shall pay interest @ SBI base rate / highest marginal cost Lending Rate Plus 2% or as fixed by the RERA from time to time to the Purchaser/s, as damages on the installment paid from committed date of handing over till delivery, subject to conditions that:-
- a) Such delay not being attributable to the reason/s mentioned in clause 7.2 above.
  - b) The Purchaser/s has/have paid all the amounts payable as per his/her/their agreement and within the stipulated period and has not violated any of the terms of this Agreement.
  - c) The delay is proved considered to be willful delay on the part of the Developer. However, if the delay is on account of Purchaser/s seeking modifications in Schedule 'B' Property, then there is no delay, liability on part of the Developer and to pay any damages as aforesaid.
- 7.4 It is also agreed that the Purchaser/s shall be entitled to take possession/occupy his/her/their apartment:
- a) Only on completion of the entire apartment building Project.
  - b) Upon payment of entire consideration as per the Agreement & Payment Schedule E.
  - c) On execution of Absolute Sale Deed in respect of Schedule 'B' Property
- 7.5 The Purchaser/s shall, from the date of the apartment is ready for occupation, whether possession of the same is taken or not, shall pay proportionate share of all out goings, maintenance and general expenses such as Insurance Premium,

Municipal Taxes, cess, electrical, domestic/non-domestic water charges and all other charges/expenses for property manager, security guards, gardeners, plumbers, electricians, generator operators, housekeeping personal & consumables etc., for the maintenance of common areas of the apartment building complex. In case, the Purchaser/s does not take over his apartment at the end of 30 days from the date of intimation for taking possession then the Purchaser/s shall be liable to pay additional maintenance charges of Rs.10,000/- per month to the Developer.

- 7.6 The Purchaser/s upon taking possession of the Schedule 'B' Apartment, shall be deemed to have accepted that the Schedule 'B' Apartment as fully completed in all respects as per the specifications and the Purchaser/s shall not have any claim against the Developer.

## **8. INSPECTION**

Subject to completely adhering to the safety norms, the Purchaser/s shall have access to Schedule A Property on day and time fixed by the Developer for inspecting the works carried out in the Schedule 'A' Property. The Developer will not be liable for accidents if any caused during such inspection. The Purchaser/s shall not have any right whatsoever to obstruct or hinder or interfere the progress in development and / or construction works.

## **9. OWNERS ASSOCIATION AND MAINTENANCE**

- 9.1 The Developer shall enable the formation of the Association of the Purchaser/s for collecting common expenses for the upkeep and maintenance of common areas / amenities / facilities and also for the management, administration of '**SPECTRA RAYWOODS**'. The Purchaser/s agrees and undertakes to become a member of owners association as and when formed by the Developers. The Purchaser/s of all the apartments shall sign and execute all the applications for the membership and other papers, documents, byelaws as required to form and run the association. The Purchaser/s shall observe and comply all the rules and regulations and byelaws of the owners association. The Purchaser/s shall pay proportionate share of all outgoings and maintenance and general expenses for upkeep and maintenance of apartment building complex.
- 9.2 The Purchaser/s shall pay to the Developer initially and to the owners association later the following expenses plus other expenses etc., in proportion to his/her/their share in Schedule 'B' Property.
- a) Common expenses for Maintenance of lifts, pump sets, Generators, and other machineries, AMC, upkeep of common areas electricity and water charges for common services, replacement of fittings and bulbs in all common places expenses for the maintenance of the Building and the land surrounding thereto, garden, pots and other plants, salaries and other

amounts payable to the Estate Officer, Insurance charges, Watchman, Security Guards, Lift/Generator Operators, Plumbers, Electricians, Gardeners etc.

- b) Maintenance of all other facilities including and minor works and repairs.

## **10. DEFECT LIABILITY PERIOD**

- 10.1 The Developer shall rectify the defect/s if any on the structure that is notified within one year of the building being ready for delivery, whether the possession is taken or not by the Purchaser/s of the Schedule 'B' Apartment or for the period as may be prescribed under RERA; However, cracks in plaster being natural phenomena shall not be considered as defect; .
- 10.2 The Purchaser/s shall not carry out any additions, alterations and modifications in the Schedule 'B' and Schedule 'A' Property. It is hereby agreed that if any such work/s are carried out by the Purchaser/s the defect liability on the part of the Developer shall automatically become void and stand extinguished.
- 10.3 Notwithstanding anything contained above the following exclusions are made for the defects liability:
  - a) Equipments such as lifts, generators, motors, pumps, STP, transformers, sports equipment, club house furniture, children play area equipment, Air-conditioners, gym equipment's. OWC Machines etc., which carry manufacturer's guarantees for a limited period. Thereafter the owners association / society shall take annual maintenance contract with the suppliers.
  - b) Fittings related to plumbing, water supply & sanitary, electrical, hardware, flooring & dadoing etc., having natural wear and tear.
  - c) The items like painting etc., are subjected to wear and tear.
  - d) Normal wear and tear of all other materials due to weather conditions and also due to non -occupation of apartment for long duration.
- 10.4 Provided however notwithstanding anything stated herein, it is agreed between the parties that:-
  - a) The Purchaser/s of the apartment units in the building shall not carry out any alterations of whatsoever nature in the said apartment unit/s and building and in specific structure of the said apartment unit/s and/or building of the said project, which shall include but not be limited to columns, beams etc or in the fittings therein, particularly if it is hereby agreed that the Purchaser/s shall not make any alterations in any of the fittings, pipes, water-supply connections or

any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of water. If any such works are carried out the defect liability on the part of the Developer shall automatically become void and stand extinguished.

- b) That shall be incumbent upon the Purchaser/s to maintain his/her/their apartment unit/s in a diligent manner and take all due care necessary for the same including but not limited to the regularly ensuring in taking care of the apartment unit/s to prevent water seepage etc.
- c) Where the manufacture warranty as shown by the Developer to the Purchaser/s expires, the same have to renewed from time to time under AMC for such facilities and amenities at all times during the defect liability period and should the annual maintenance contracts not be renewed by the Purchaser/s and/or Association of Owners, the Owner/Developer shall not be responsible for any repairs/defects occurring due to the same.
- d) In case of use inappropriate cleaning materials or any other material, the Owner/Developer will not be responsible for deterioration of the material in the apartment unit/s/ common areas.
- e) If any defect or damage is found to have been caused due to the negligence of the Purchaser/s his agents or structural defects caused or attributable to the Purchaser/s including by carrying out structural or architectural changes from the original design attributes, demolition, dismantling, making openings, removing or resizing the original structural framework, putting excess or heavy load or using the Schedule B Property other than for its intended purposes or such other reason attributable to the Purchaser/s, then the Owner/Developer shall not be liable to the same.
- f) Normal wear and tear of materials due the weather effect or usage or non-occupation of the apartment unit/s for long duration, the Owner/Developer shall not be responsible.

#### 10.5 In carrying out the repairs of any Structural Defects:

- a) The Developer reserves the right to replace unavailable materials with suitable alternatives without any compromise on the quality of the materials, quality of workmanship and the aesthetics of the unit.
- b) The Developer state that many of the materials procured from factories/vendors are subject to variations in tone, grain, texture, colour and other aesthetics features which are beyond the control of the Developer, they may not be the same as shown in the model unit/samples. This is mostly due to items being manufactured in different lots. Every effort will be made to



minimize the variations to the specifications, Purchaser/s are informed to expect variations within natural/permissible limits.

- c) The Developer will ensure that the workmanship of all the works shall be generally in accordance with the general and detailed specifications as mentioned in the Agreements..
- d) That the Project/Scheme as a whole has been conceived, designed and constructed based on the commitment and warranties given by the vendors/manufacturers, wherever applicable, that all equipments, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it to be sustainable and proper working condition to continue warranty in both the Units and the common Amenities & Facilities of the Project wherever applicable.
- e) That the Purchaser/s has/have been made aware and the Purchaser/s expressly agree/s that the regular wear and tear of the unit/wing/building SPECTRA RAYWOODS includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20 degrees Celsius and which do not amount to structural defects and hence cannot be attributed to either faulty workmanship or structural defect.

## **11. EXECUTION OF SALE DEED, STAMP DUTY, FEES**

- 11.1 The Developer agrees to execute the Sale deed in respect of Schedule 'B' Property in favour of the Purchaser/s, after the Schedule B Property is ready for occupation, and on receipt of all the amounts from the Purchaser/s. The Purchaser/s agrees not to claim possession till Sale Deed is executed and registered in his/her/their favour.
- 11.2 The stamp duty, registration charges prevailing at the time of registration of Sale Deed, legal expenses and all other miscellaneous and incidental expenses for execution and registration of Sale Deed shall be borne by the Purchaser/s.
- 11.3 If the Purchaser/s shall take over the possession of the Schedule B Property within 60 days from the date of intimation of the Apartment being ready for possession, in the event the Purchaser/s failing to obtain conveyance and possession of the Schedule B Property within a period of 90 days from said date of intimation, the Developer shall be entitled to terminate this Agreement and deduct 10% of the sale consideration paid by the Purchaser/s and refund the balance of the amounts.

## **12. PROPERTY TAX AND KHATHA**

The Developer shall pay Municipal taxes of the Schedule 'A' Property up to the date of issue of Occupancy Certificate by the competent authority. Thereafter the Purchaser/s shall be liable to pay the municipal taxes from the date of issue of occupancy certificate. Upon completion of construction and after obtaining the occupancy certificate the Schedule 'B' Property will be separately assessed to municipal property taxes. The Purchaser/s shall be liable to pay the municipal/property taxes/betterment charges levied thereon. The Purchaser/s agrees to pay the Developer the service charges and Khatha transfer Fees that are necessary for securing separate assessment for Schedule 'B' Property and transfer of khata to the name of the Purchaser/s.

### **13. NATURE OF USAGE**

- 13.1 It is agreed that the building to be constructed in Schedule 'A' Property will be held by all the Purchaser/s each of them having proportionate undivided share and ownership in the land as per the terms and conditions herein and to be contained in the Sale Deed to be executed. The Purchaser/s shall use the Schedule 'B' apartment after registering it in his/her/their name/s for residential purpose only.
- 13.2 The Purchaser/s agree that that the Developer shall be entitled to allot the Terrace Areas and/or Garden areas and car parking areas in basement to specific apartment for their exclusive use and enjoyment. However they are not permitted to put up any cover, roof or structure either temporarily or permanently whatsoever at any point of time. The Developer shall be entitled to allot Garden Areas to the ground floor occupants/purchaser/s and they shall enjoy the same but they are not entitled to put up any structure or obstruction or modification whatsoever. Further such Purchaser/s at his/her/their cost shall maintain the garden area allotted to them.
- 13.3 The Purchaser/s agree that the earmarked Garden Area on the Ground Floor and the earmarked Terrace Rights allotted by the Developer shall be for the exclusive use of the such Purchaser/s e only and the other Purchaser/s shall at no point of time after the completion of the project or on formation of any Association claim any rights thereto or deprive the such Purchaser/s of such Garden Area / Terrace Rights.
- 13.4 The Developer shall have the exclusive right to allot the car parking area to the Purchaser/s and Purchaser/s shall use such car parking area without any hindrance or obstruction to any of the apartment owner/occupier; and the Purchaser/s shall not have any right to put up any construction or enclose the same or use / convert it for any purpose other than using it for car parking.

- 13.5 The Purchaser/s shall not enclose the balconies/utility areas by putting up permanent structure and also they shall not dry, drape the clothes etc., in the balcony areas.
- 13.6 The Purchaser/s can put name plates, graffiti etc., only in places demarcated and allotted by the Developer in the Building;
- 13.7 The Purchaser/s shall not require or undertake before/after delivery of possession of Schedule 'B' Apartment any additions/Deletions/modifications/changes in position etc., of the windows, doors, overall footprints of the Apartment, internal layout of the apartment, toilets and kitchen, sit outs/ balconies/ decks (covered or uncovered), architectural features (external/internal), fabrication works (grills, balcony railings, staircase railings etc.,) and external painting, other than what is provided for in the design by the Architects and Developer.
- 13.8 The 'Purchaser/s while carrying on the interior decoration work within the Schedule 'B' Apartment shall not cause any nuisance/annoyance to the occupants of the other apartment in the building and shall not use the common areas, roads, open spaces in the Schedule 'A' Property for dumping materials/debris etc. The Purchaser/s shall strictly observe the rules, regulations, restrictions that may be generally/specifically imposed/prescribed by the Developer or the agency appointed periodically for the maintenance of all common areas and facilities in **'SPECTRA RAYWOODS'** '.
- 13.9 All interior related works that the Purchaser/s may take up on his/her/their own can be taken up only after handing over possession of the apartment to the Purchaser/s by the Developer. The Purchaser/s shall be fully liable and responsible to clear at their cost the debris generated. The Developer do not owe any responsibility for any breakages, damages caused to any of the finishing works or to the structure already handed over to the Purchaser/s but originally carried out by the Developer. The Developer shall not be responsible/liable for any thefts during the course of the interior works.
- 13.10 The Purchaser/s shall strictly observe the rules, regulations, restrictions that may be generally/specifically imposed/prescribed by the Developer for the maintenance of all common areas and facilities in Schedule 'A' Property and/or the Project.

#### **14. DISCLOSURES**

- 14.1) The Purchaser/s acknowledge/s and confirm/s that the Developer have fully disclosed to the Purchaser/s as to the title of the Schedule A' Property and all the NOC's & approvals obtained by them for the development of the project and the Purchaser/s has/have reviewed all of them and after having understood the implication thereof has entered into this Agreement and the Purchaser/s has/have

agreed to all of the Disclosures and the Purchaser/s, expressly grant/s its consent and no objection to the Developer to undertake every action.

- 14.2) That, the Developer has availed financial facility from \_\_\_\_\_ bank and in view thereof, the Developer has deposited the documents of title, evidences, deeds and writings in respect of the Schedule 'A' Property with \_\_\_\_\_, the \_\_\_\_\_ Bank. The \_\_\_\_\_ Bank has provided its no objection to the Developer to proceed with this Agreement.
- 14.3) That the Project being developed on the Schedule A Property is registered under the name and style "SPECTRA RAYWOODS" vide Registration Certificate dated \_\_\_\_\_, bearing No. \_\_\_\_\_ under the Real Estate (Regulation and Development) Act, 2016 and Karnataka Real Estate (Regulation and Development) Rules, 2017.

## **15. NOTICES**

Any notice or correspondences and other communications to be sent under this Agreement shall be addressed and sent to their respective addresses mentioned in this Agreement and such notices and correspondence are deemed to have been served on the parties if addressed and sent by Registered Post under acknowledgement or by Courier or by personal delivery. The party sending notice / correspondence is not responsible for non-delivery due to change in the address if the party changing the address has not intimated in writing the change of address.

## **16. ARBITRATION & JURISDICTION**

- 16.1) Subject to Real Estate (Regulation and Development) Act, in the event of default by the Developer, the Purchaser/s is/are entitled to enforce specific performance of this contract. Similarly in the event of default by the Purchaser/s, the Developer shall be entitled to enforce specific performance of this Agreement or take action as per this Agreement.
- 16.2) The Parties hereto agree that the Courts in Bangalore shall have the exclusive jurisdiction with regard to this Agreement
- 16.3) The Parties agree that in case of any dispute arising in respect of this Agreement, the matter shall be referred to arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996, as may be amended from time to time. The proceedings shall be held at Bangalore and conducted in the English language.

## **17. INDULGENCE**

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

#### **18. COMPLETE AGREEMENT**

The parties acknowledge that this Agreement is the complete Agreement. This Agreement supersedes brochures, Letter of Offer/Payment Plan, any prior agreements and representations between the parties, whether written or oral. Any such prior arrangements shall be deemed to be cancelled as at this Date.

#### **19. AMENDMENT**

No Decision or exercise of discretion/Judgment/opinion/ approval of any matter arising out of or contained in this Agreement shall have the effect of amending this Agreement. This Agreement shall be amended only by a written document executed between the parties.

#### **20. JOINT PURCHASER**

That in case there are Joint Purchaser/s all communications shall be sent by the Developer to the Purchaser/s whose name appears first and at the address given him/her/them which shall for all intents and purposes be considered as properly served on all the Purchaser/s.

#### **21. SEVERABILITY**

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

#### **22. INTERPRETATION**

Unless the context otherwise requires in this Agreement:

- a. words importing the singular include the plural and vice versa;
- b. reference to Laws shall include laws as may, from time to time, be enacted amended, supplemented or re-enacted;
- c. reference to a gender includes a reference to the other gender;
- d. reference to this Agreement or any other agreement, deed or other instrument or document shall be construed as a reference to this Agreement or such

- agreement, deed or other instrument or document as the same may from time to time be amended, varied, supplemented or novated;
- e. the headings in this Agreement are for reference only and shall not affect the interpretation or construction hereof.

### **23. CUSTODY**

This original of this Agreement shall be with the Purchaser/s and the duplicate shall be with the Developer.

#### **SCHEDULE "A" PROPERTY** **(COMPOSITE PROPERTY)**

**(The Property on which the Building "SPECTRA RAYWOODS" is being constructed)**

All that piece and parcel immovable property bearing Municipal No.60 with PID No.91-96-60, (comprising of earlier Municipal Nos.60 & 61 (old Nos.35 & 35A), situated at Millers Road, Civil Station, Bangalore, Ward No.91, New Ward No.78-Pulikeshinagar, in all measuring 14,478 Sq Ft (equivalent to 1345.039 Sq Mtr), with all rights, appurtenances whatsoever hereunder or underneath or above the surface, and bounded on the:-

|                            |   |   |
|----------------------------|---|---|
| On or towards the East by  | : | No.59, Millers Road (Private Property). |
| On or towards the West by  | : | No.62, Millers Road (Private Property). |
| On or towards the North by | : | Millers Road.                           |
| On or towards the South by | : | Railway Quarters.                       |

#### **SCHEDULE "B" PROPERTY** **Part 1**

**(Description of the undivided share of the land)**

\_\_\_\_\_ sqft of an undivided share, right and title in the Schedule A Property corresponding to the Part 2 of Schedule B apartment unit taking into consideration the total carpet area constructed on the Schedule A Property.

#### **Part 2**

**(Description of Apartment Unit to be constructed by the Developer for the Purchaser/s)**

All that piece and parcel of Apartment bearing No.\_\_\_\_\_, on the \_\_\_\_\_ Floor in the project known as **“SPECTRA RAYWOODS”** having carpet area of \_\_\_\_\_ Sq Ft of and super built up area of \_\_\_\_\_square feet and \_\_\_\_\_ Car Parking space/s in the basement.

**SCHEDULE “C”**  
**(FLOOR PLAN OF THE APARTMENT UNIT)**

**SCHEDULE “D”**  
**SPECIFICATIONS**

|                            |  |
|----------------------------|--|
| Structure                  | Seismic Resistant (Zone II) RCC Structure with Block Masonry for the Basement, Ground Floor and 4 Upper Floors   |
| Doors & Windows            | Main Door: Teak Wood Frame and Flush Shutter with Veneer & Polish<br>Bedroom Doors: Hardwood Frame and Flush Shutter with Veneer & Polish<br>Bathroom Door: Hardwood Frame and Flush Shutter with Laminate Finish<br>Hardware: Stainless Steel Brushed Finish Hardware<br>Windows: Powder Coated Aluminum/UPVC Glazed Sliding Shutters<br>Ventilators: Powder Coated Aluminum with Provision for Exhaust Fan |
| Flooring                   | Lobby: Italian Marble/Granite Flooring (as per design)<br>Staircase: Granite Flooring<br>Basement: Concrete Flooring<br>Foyer/Living/Dining: Italian Marble Flooring<br>Master Bedroom: Laminated Wood Flooring<br>Other Bedrooms: Vitrified Tiles<br>Bathrooms: Ceramic Tiles<br>Kitchen: Vitrified Tiles<br>Balcony: Ceramic Tiles<br>Utility: Ceramic Tiles   |
| Paint                      | External: Exterior Grade Apex Paint<br>Internal: Plastic Emulsion Paint<br>M.S Work: Zinc Chromate Primer and Synthetic Enamel Paint<br>Internal Lobbies: Plastic Emulsion Paint   |
| Kitchen & Utility          | Stainless Steel Sink with Single Drain Board for Kitchen & Utility<br>Hot & Cold Water Mixer for Utility<br>Glazed/Ceramic Tile Dado up to 2 ft. Height over Granite Counter for Kitchen<br>Provision for Water Heater & Purifier  |
| Landscaping                | Professionally Designed Softscape and Hardscape<br>External Lighting (as per design)   |
| Elevators                  | Reputed make such as Schindler or Equipment  |
| Security & Home Automation | Intercom Facility<br>Audio Video Door Phone<br>Occupancy Sensor in the Bathrooms<br>CCTV Surveillance  |



|            |   |
|------------|---|
| Bathrooms  | Italian Marble Counter with Ceramic Wash Basin<br>Sanitary Fixtures of Reputed Make (Kohler or Equivalent)<br>Chrome-Plated Fittings of Reputed Make (Kohler or Equivalent)<br>Hot & Cold Water Mixer for Wash Basins<br>Glazed/Ceramic Tile Dado up to False Ceiling<br>False Ceiling (as per design)  |
| Railing    | Balcony: MS Railings with Enamel Paint Finish<br>Staircase: MS Railings with Enamel Paint Finish  |
| Electrical | Concealed PVC Conduits with Copper Wiring and Modular Switches<br>Common Area – 100% Backup for Lighting, Lift and Pump<br>Provision for AC in Living, Dining and Bedroom<br>Television/Telephonic Points in Living, Master Bedroom and Guest Bedroom<br>Provision for Exhaust Fan in Kitchen and Bathrooms<br>Provision for Geyser in Bathrooms<br>BESCOM Power: 6KW for 3 BHK and 8KW for 4 BHK<br>DG Backup: 2KW for 3 BHK and 3KW for 4 BHK |
| Amenities  | Gym   |

**SCHEDULE “E”**  
**PAYMENT SCHEDULE**

| Sl No. | Payment Stage            | Percentage | Rupees      |
|--------|--------------------------|------------|-------------|
| 1      | During Agreement Signing | 10%        | Rs._____-/- |
| 2      | Foundation Stage         | 20%        | Rs._____-/- |
| 3      | Basement Roof Slab       | 10%        | Rs._____-/- |
| 4      | Ground Floor Roof Slab   | 10%        | Rs._____-/- |
| 5      | First Floor Roof Slab    | 10%        | Rs._____-/- |
| 6      | Second Floor Roof Slab   | 10%        | Rs._____-/- |
| 7      | Third Floor Roof Slab    | 10%        | Rs._____-/- |
| 8      | Fourth Floor Roof Slab   | 10%        | Rs._____-/- |
| 9      | Masonry Works            | 5 %        | Rs._____-/- |
| 10     | Before Possession        | 5 %        | Rs._____-/- |

**SCHEDULE “F”**

### **OBLIGATIONS OF THE PURCHASER/S:**

The Purchaser/s, so as to bind himself, his/her/their heirs, legal representatives, executors, administrators and assigns with the consideration of promoting and protecting his/her/their rights as the owners of the construction and in consideration of the covenants of the Vendors and the Developer binding on the Purchaser/s of other undivided interest in the land described in Schedule "A" Property hereto and the construction thereon, both hereby agree to be bound by the following covenants:

- a. The Purchaser/s shall not at any time, carry on or suffer to be carried on in the Schedule 'B' Property t, any noisy, offensive or pursuit which may be or become in any way nuisance, annoyance or danger to the Vendors or the other apartment owners or the occupiers of the other apartments or the neighbors or anything which may tend to depreciate the value of the Schedule 'B' Property or the residential complex.
- b. The Purchaser/s shall use the Schedule 'B' Property only for residential purposes.
- c. Not to raise or put up any additional constructions/structures.
- d. Not to permit the use of the construction referred to in a manner which would diminish the value or utility of the pipes, cisterns and the like common amenities provided in the property described in Schedule "A" above or in any constructions made thereon.
- e. Not to use the space in the land described in Schedule "A" above left open after the constructions referred to for the parking of any other vehicles or to use the same in any manner which might cause hindrance for the free ingress to or egress from any other part of the construction.
- f. Not to default in the payment of any taxes or levies to be shared by the other joint owners of the property described in Schedule "A" above or expenses to be shared by the Owners of the constructions thereon or of any specified part thereof.
- g. Not to decorate the exterior of the building complex otherwise than in a manner laid down by the Vendors and Developer. Not to damage any internal or external portion of the apartment while executing the work of interior decoration of his/her/their apartment. If any damage is caused while executing interior works the same shall be repaired or replaced at the cost and expense of the Purchaser/s.
- h. Not to make any arrangements for the maintenance of the buildings referred to for ensuring the common amenities therein for the benefit of all concerned

other than those agreed to by all other Purchaser/s, holding a majority of shares in the construction or by the Vendors and Developer.

- i. Not to keep stock or display of any wires or any other material in the corridors or in any place intended for common use.
- j. Not to display any signboard, advertisement board of designs without the prior approval of the Developer and in places not sanctioned by the Developer. The Developer shall have the sole Hoarding rights on the project premises and no other agency to be given any advertisements/hoarding rights in the project premises and on the building.
- k. Not to tamper with the structural system of the project consisting of foundation, columns, beams, podium slabs, sump tank, OHT, Lift shaft and staircase of the building etc.
- l. Not to change to any Electrical and Plumbing services and the infrastructure facilities provided in the project.
- m. Not to change the Master plan and the Landscaping done at any point of time. The Purchaser/s shall not do any act that may against any law, rule, regulation, bye law of the BDA/BBMP/other statutory authorities or any obligation agreed under any contract and the Purchaser/s shall be solely responsible for all consequences of any offence or breach thereof. Further the Purchaser/s shall indemnify other apartment owners who may suffer due to any such acts of omission or commission of the Purchaser/s.
- n. The Purchaser/s shall not alter or subscribe to the alteration of the name of the residential complex, which shall be known as “SPECTRA RAYWOODS”.
- o. The Purchaser/s shall not throw garbage/used or unused articles in the common areas, parking areas, garden/terrace areas and open/vacant spaces in the Schedule `A` Property. The Purchaser/s shall strictly follow rules and regulations for garbage disposal as may be prescribed by the Developers or the agency maintaining the common areas and facilities in “SPECTRA RAYWOODS” or by the Association of Owners.

#### **SCHEDULE “G”**

### **RIGHTS OF THE PURCHASER/S**

- a. Full right and liberty for all persons who along with the Purchaser/s who own the land described in Schedule “A” Property such (together with all persons authorized or permitted by such persons) at all times by day or by night and for all purposes to go, pass and re-pass the staircases and the passage inside and outside the building.
- b. Full right and liberty to the persons referred to supra in common with all other persons with or without motor cars other permitted vehicles at all times, day and night, and for all purposes to go pass and re-pass over the land appurtenant to the buildings constructed in the land described in the Schedule “A” above.
- c. The right to subjacent and lateral support and shelter and protection from the other parts of the apartment buildings and from the side and roof thereof.
- d. The free and uninterrupted passage of running water, soil, gas and electricity, to and from the construction through the sewers, drains, water courses, pipes and wires which now are or may at any time hereafter be, in under or passing through the building or any part thereof.
- e. Rights of passage for the persons referred to supra in common with all other persons and his/her/their agents, licensees or workmen to the other parts of the building at all reasonable times, on notice, to places where water tanks are situated for the purpose of cleaning, repairing or maintaining the same.
- f. Rights of passage for Purchaser/s, his/her/their agents or workmen to the other parts of the building at all reasonable times, on notice to enter into for the purpose of repairing, cleaning, maintaining or renewing any such sewers, drains and water courses, cables, pipes and wires causing as little disturbances as possible and making good any damages caused.
- g. To lay cables duct and routes or wires through common walls or passages for telephone, video or computer installations, respecting the equal right of the other Purchaser/s, through the cable ducts and routes specified by the Developer only. Further the Purchaser/s shall not be entitled to lay cables or wires in any other manner.
- h. The right for the persons referred to supra in common with all other persons, and his/her/their agents, licensees or workmen and upon other parts of the

said building, for the purpose of repairing, maintaining, renewing, altering or rebuilding, giving sub-jacent or lateral support, shelter or protection to the construction thereof.

**SCHEDULE “H”**  
**TERMS ACCEPTED BY THE PURCHASER/S.**

- a. The Purchaser/s and all other owners of the apartment building have mutually agree and undertake that he/she/they shall co-ordinate and co-operate with each other at all times in servicing the water supply lines, sewerage lines, electrical lines, firefighting lines and other common connections and services etc.
- b. The Purchaser/s, in proportion of his/her/their share, along with other Owners in the proportions of his/her/their shares, shall be deemed to have accepted the following conditions and to bear the following expenses:
- c. All rates and outgoing payable if any in respect of the land described in the Schedule “A” Property above and the building thereon.
- d. The expenses of routine maintenance including painting, white washing, cleaning etc., and provisions of the common service to the building as set out below.
  - (i) Maintenance of the pumps, sanitary and electrical lines common to the buildings.
  - (ii) Replacement of bulbs in the corridors, Basement, Common area, Compound wall etc,
  - (iii) Payment of electrical supply, water supply and sanitary charges and other common charges.
  - (iv) Maintenance of potted plants and landscaped areas in the development.
  - (v) Provision of day/night watchmen.
  - (vi) Maintenance of lifts, Generators, S.T.P and other Machineries.
  - (vii) Maintenance of all other facilities and benefits provided in the apartment building.
- e. Should the Purchaser/s default payment due for any common expenses, benefits or amenities, a majority of the Owners while carrying out the

services as contemplated above, shall have the right to remove such common benefits, or amenities from his use and enjoyment.

- f. The Purchaser/s shall have no objection whatsoever to the Developer handing over the common areas and the facilities to the common Organization or Association as and when it is formed and pending formation of the same, the Developer shall retain the same and the Purchaser/s have given specific consent to this undertaking.
- g. The Purchaser/s hereto shall become the Member of the Owners Association and agree to observe and perform the terms and conditions, bye-laws and rules and regulations of the Association that may be formed and pay the admission fee and other fees that may be required. The maintenance of the entire multistoried building shall be done by the Developer until formation of the Association and the Purchaser/s shall pay the maintenance charges to the Developers as fixed by the Developers.
- h. Upon formation of the Association, the Purchaser/s shall pay all the common expenses and other expenses, taxes and outgoings to the Association. Such Association shall be purely for the purpose of maintenance and management of the multistoried building though each individual owner of Apartment will be owner thereof and the undivided share in the land. The main purpose and object of such Association is to take over accounts/finance of the multistoried building and properly manage the affairs of the same, provide all facilities to the occupants of the building and collect from the Apartment owners/occupants the proportionate share of maintenance cost and outgoings.
- i. That no apartment owner including Purchaser/s can get exempted from the liability for contribution towards common expenses by waiver of the use or enjoyment of any common areas and facilities or by abandonment of apartment.
- j. The Purchaser/s shall from the date of taking over the possession, maintain his Apartment at his cost in a good condition and shall not do or suffer to be done anything in or to the said Apartment and / or common passages of the compound which may be against the rules and the bye-laws of the Bruhat Bengaluru Mahanagara Palike or Bangalore Development Authority or any other Authority.
- k. The Purchaser/s shall keep the Apartment, walls, floor, roof, drains, pipe and appurtenances thereto belonging in good condition so as to support shelter and protect the parts of the entire building and shall not do any work which

jeopardizes the soundness or safety of the building or the property or reduce the value thereof or impair any easement or hereditament and shall not add any structure or excavate any basement or cellar. The Purchaser/s shall report to the Developer/Confirming Party or the Association of Apartment Owners as the case may be, of any leakage/seepage of water / sewerage and the like through the roof / floor /wall of the said Apartment and especially with regard to the external and common walls shared by the Apartment Owners.

- l. The Purchaser/s shall from time to time do and execute all further acts, deeds matters and things as may be reasonably required by the Developer for duly implementing the terms and intent of this sale deed and for the formation of Owners' Association.
- m. The Purchaser/s at his/her/their cost shall maintain the said apartment and parking space/ garden area/ terrace area in good condition, state and order and shall abide by all the laws and regulations of the government, Bruhath Bengaluru Mahanagara Palike, Bangalore Development Authority and any other duly constituted authority from time to time in force, and be answerable and responsible for all notices and violation of any of the terms and conditions mentioned in this sale deed and/or handing over of the Schedule "B Property whichever is earlier.
- n. The Purchaser/s shall use all sewers drains and water lines now in or upon or hereafter to be erected and installed in the apartment building in common with the other apartment owners and to permit free passage of water, sanitary, electricity, and electrical lines, through and along the same or any of them and to share with the other apartment owners the cost of maintaining and repairing all common amenities such as common accesses staircases, lifts , generators etc. and to use the same as aforesaid and/ or in accordance with the rules, regulations, bylaws and terms of association to be formed by or among the apartment owners in the building.
- o. The Purchaser/s shall permit the Developer and/or owners association and/or his agents with or without workmen at all reasonable time to enter into and upon the apartment / parking space / garden / terrace or any part thereof for the purpose of repairing, maintaining, rebuilding cleaning and keeping in order and condition all services, drains, structures or other conveniences belonging to or servicing or used for the said apartment and also for the purpose of laying, maintaining, repairing and testing drainage, water pipes and electric wires and for similar purposes and also for the purpose of cutting of the supply of water and electricity etc, to the Apartment/Parking Space/Garden/Terrace or other common areas of the building or to the occupiers of such Apartment/Parking Space/Garden, as the case may be who have defaulted in paying the share of the water, electricity and other charges.

- p. The common areas and other facilities shall remain un-divided and no Apartment Owners including the Purchaser/s shall bring any action for partition or division of any part thereof.
- q. The Purchaser/s in the event of leasing /sub-letting/mortgaging or parting with the legal right over the Schedule 'B Property shall keep informed the Developer or agency maintaining the common areas or Association of Owners about the tenancy/mortgaging/parting with the legal right over the Schedule 'B Property and giving all the details of the tenants/mortgagee and occupants. Upon leasing/sub-leasing or parting with legal rights, only the tenant/lessee shall be entitled to make use of the amenities in the place of Purchaser/s. Notwithstanding the leasing/sub-letting, the primary responsibility to adhere to all the rights and obligations of the Purchaser/s contained herein shall be that of the Purchaser/s and it shall be the responsibility of the Purchaser/s to ensure that the tenant/lessee follows all the rules and regulations that may be prescribed for the occupants of the building in "**SPECTRA RAYWOODS**".
- r. The Purchaser/s shall pay to the Developer and / or Owners Association as the case may be the following expenses in proportion to his share in Schedule 'B Property .
  - (i) Expenses of routine Maintenance which includes painting and other minor works and repairs.
  - (ii) Common expenses for Maintenance of lifts, pump sets, Generators, and other machineries, sanitary and electrical connections in the building, electricity and water charges for common services, replacement of fittings and bulbs in all common places expenses for the maintenance of the Building and the land surrounding thereto, garden, pots and other plants, salaries and other amounts payable to the Estate Officer, Insurance charges, Watchman, Security Guards, Lift Operators, Plumbers, Electricians, Gardeners, Pumps and generator Operators etc.



**SCHEDULE “T”**  
**RESTRICTIONS ON THE PURCHASER/S RIGHT TO USE THE**  
**CAR PARK SPACE**

- a. That the Purchaser/s hereby agrees to refrain from using the car park space for the purpose of parking any heavy vehicles or to stock any goods whatsoever.
- b. That the Purchaser/s hereby agrees to refrain from storing any inflammable material or goods in the car park.
- c. The Purchaser/s will not cause any nuisance, damage, obstruction, annoyance or inconvenience to the car parking spaces of other residence owners.
- d. The Purchaser/s will not bring into or on the Purchaser/s car parks or allow to remain there any un-road worthy or excessively noisy motor vehicle or any motor vehicle incapable of being accommodated within a standard passenger car parking space or within the clear height of a level in the Purchaser/s car parks.
- e. The Purchaser/s will permit the staff managing the car parks in the SPECTRA RAYWOODS of the project to move his/her/its car in the event of emergencies or in other appropriate circumstances, on the understanding that they have duty to do so.
- f. The Purchaser/s vehicle shall at all times comply with all road markings, signs and directions of authorized persons.
- g. Vehicles of the Purchaser/s shall be parked within the lines designating the Purchaser/s car parks and shall at all times be parked in such a way that no obstruction is caused to the car parks access lanes.
- h. That the Purchaser/s hereby agrees to refrain from putting up any temporary or permanent constructions/erections/partitions on or around the car park.
- i. That the Purchaser/s shall not use the car park in any manner that would adversely affect any of the constructions raised by the Developer on the Schedule “A” Property.
- j. That the Purchasers/ agrees to strictly adhere to the rules and regulations that may be formulated by the Association of owners, as and when it is formed, or in default by a majority or owners of undivided shares in the Schedule “A” Property.
- k. That the Purchaser/s shall give right of passage to the Agents/Licensees/Workmen of other Owners of car park spaces for the purposes of repairing/cleaning/maintaining any of the common amenities provided at all times, on notice.
- l. That in the event of the Purchaser/s desiring to transfer or alienate the Schedule B Property , he shall do so provided that the car park space is transferred/alienated along with the said apartment as a composite unit.

IN WITNESS WHEREOF the PARTIES hereto have signed this AGREEMENT on the date, month and year first above-written at Bengaluru..

**WITNESSES:**

1)

2)

**OWNERS**  
**(By their POA holder)**

**DEVELOPER**

**PURCHASER/S**