

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") is made and executed on this ____ day of ____, 2019 at Bengaluru:

By and Between

1. **M/S MANA PROJECTS PRIVATE LIMITED**, a registered company Incorporated under the provisions of Indian Companies Act 1956, having its office at, represented by its Authorised Representatives **Mr. D. Krishore Reddy**,

And

1. **SRI. KISHOR SINGH**, Aged about 68 years, S/o Late Mr. Bhanwar Singh Residing at Sajjan Nagar, Station Road, Kankroli, Rajasthan State. Hereinafter referred to as **First Member of the OWNERS/FIRST PARTY**, (which expression shall, unless repugnant to the context or meaning thereof, mean and include their successors-in-interest and permitted assigns etc.,) of the One Part;
2. **SRI. ONKAR SINGH**, Aged about 64 years, S/o Late Mr. Rewat Singh, Residing at Sajjan Nagar, Station Road, Kankroli, Rajasthan State. Hereinafter referred to as **Second Member of the OWNERS/FIRST PARTY**, (which expression shall, unless repugnant to the context or meaning thereof, mean and include their successors-in-interest and permitted assigns, etc.,) of the One Part;
3. **SRI. VED PRAKASH SINGH MERTIA**, Aged about 59 years, S/o Late Rewat Singh Mertia, No.44/31/1, Near Carmelarm Bus Stop, Chikkakannahalli – Grama, Varthur- Hobli, Bangalore East Taluk, Bangalore Urban District, hereinafter referred to as **Third Member of the OWNERS/FIRST PARTY**, (which expression shall, unless repugnant to the context or meaning thereof, mean and include their successors-in-interest and permitted assigns, etc.,) of the One Part;
4. **SRI. GUNENDRA PAL SINGH**, Aged about 58 years, S/o Late Mr. Rewat Singh, Residing at Sajjan Nagar, Station Road, Kankroli, Rajasthan State.

5. **SRI. SHER SINGH**, Aged about 56 years, S/o Late Mr. Rewat Singh, Residing at Sajjan Nagar, Station Road, Kankroli, Rajasthan State hereinafter referred to as **Fifth Member of the OWNERS/FIRST PARTY**, (which expression shall, unless repugnant to the context or meaning thereof, mean and include their successors-in-interest and permitted assigns, etc.,) of the One Part;

And

1. **SRI. KISHOR SINGH**, Aged about 65 years, S/o Mr. Padam Singh, Residing at Chowrali District, Sirohi Rajasthan State.

Hereinafter referred to as **Member of the OWNERS/FIRST PARTY**, (which expression shall, unless repugnant to the context or meaning thereof, mean and include their successors-in-interest and permitted assigns, etc.,) of the One Part;

IN FAVOUR OF

MR.....
.....
.....

(Hereinafter collectively referred to as the "**Allottee/PURCHASER**" (which expression shall, wherever the context so requires or admits, mean and include his/her/their heirs, representatives, executors, administrators, agents and permitted assigns (in case of firms, companies and legal entities, its successors-in-interest and assigns) OF THE SECOND PART;

The SELLER Promoter, Confirming Party, Joint Development & GPA Agreement Holder and Allottee/s shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

WITNESSETH AS FOLLOWS:

WHEREAS, the Owners/First party herein are the sole and absolute owners in peaceful possession and enjoyment of all that piece and parcel of the converted land measuring to an extent of 5 Acre 24 Guntas in survey number 31/1, converted for commercial purposes, vide Official Memorandum dated 10.08.2010 bearing No. ALN(EVH) SR 42/2010-11 issued by the Special Deputy Commissioner, Bangalore District situated at Chikkakannahalli village, Halnayakanahalli Grama Panchayath, Varthur-Hobli, Bangalore East Taluk, Bangalore District hereinafter referred to as "**SCHEDULE PROPERTY**",

WHEREAS, the First party herein is the sole and absolute owner in peaceful possession and enjoyment of all that piece and parcel of the converted land measuring to an extent of 1 acre in survey number 31/1, (Converted for commercial purposes vide official memorandum dated 10/08/2010 bearing No. ALN(EVH)SR 43/2010-11, issued by the Special Deputy Commissioner, Bangalore District) situated at Chikkakannahalli village, Varthur-Hobli, Bangalore East Taluk, hereinafter referred to as **“SCHEDULE PROPERTY”**.

WHEREAS the First party herein is the sole and absolute owner in peaceful possession and enjoyment of the Commercially Converted Land bearing **Sy.No.31/1**, totally measuring **18 Guntas** OR 19602 Sq.Feet, measuring East to West on the Northern side 75 feet, on the Southern side 87 feet, and North to South 242 feet, (Converted vide Official Memorandum dated 10/8/2010 bearing No.ALN(EVH)SR.44/2010-11 issued by the Special Deputy Commissioner, Bangalore District) situated at **Chikkakannahalli Village, Varthur Hobli, Bangalore East Taluk, Bangalore District** which is morefully described in the schedule hereunder and hereinafter referred to as the **SCHEDULE PROPERTY**.

WHEREAS, the SELLERS and the **PROMOTER/DEVELOPER** being desirous of developing Schedule 'B' Property into Residential development comprising of apartments and in the name and style of "MANA CAPITOL" and the Residential Development comprises of Five Towers and are named as Tower -1, Tower-2, Tower-3, Tower-4 and Tower-5 and each block consisting of 2 Basement, Ground and 19 upper floors of residential apartments with key facilities and certain exclusive amenities described under Schedule G,. The SELLERS and **PROMOTER/DEVELOPER** have obtained all necessary approvals/sanctions from BDA for the development and construction of the Apartment building vide Development Plan bearing No. BANGALORE DEVELOPMENT AUTHORITY (BDA) vide L. P No. BDA/TP/EM/EE-3/Tasst-4/EAST/35/2019-20, dated 13/11/2019. The SELLERS and the **PROMOTER/DEVELOPER** agrees and undertakes that it shall not make any changes to these building plans except in strict compliance with section 14 of the Act and other laws as applicable;

AND WHEREAS, in compliance of the terms and conditions for sanction and approval of development plan by BANGALORE DEVELOPMENT AUTHORITY (BDA), the SELLERS (through their constituted attorney holder, M/s Mana Promoter LLP have executed a relinquishment deed dated 03/4/2019, registered as Document No.BDA-1-48/2019-20and stored in CD No. BDAD48, in the office of the Additional District Registrar, Bangalore Urban District., wherein an extent measuring about 265.66 Sq.mts., is relinquished towards Park

and Open Spaces and for Road widening out of the Schedule 'B' Property. Accordingly Commencement certificate datedwas issued by the BANGALORE DEVELOPMENT AUTHORITY (BDA), for commencing and constructing residential Apartment building as per the Sanctioned building Plan . After obtaining the plan sanction Supplementary Agreement was executed by all the Sellers and **PROMOTER/DEVELOPER** detailing and describing their respective shares.

Whereas, the **PROMOTER/DEVELOPER** is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the **PROMOTER/DEVELOPER** regarding the Said Land on which Project is to be constructed have been completed; The **PROMOTER/DEVELOPER** agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;

WHEREAS the Allottee/s above named who is/are interested in owning an Apartment unit within project Uber Verdant -II"more fully described in the Schedule 'D' hereunder (herein after referred to as the "**Schedule 'D' Apartment** ") has/have offered to purchase undivided share, right, title and interest corresponding in Schedule 'A' Property which is more fully described in Schedule 'C' hereunder (hereinafter called the "**Schedule 'C' Property**") and has/have the said Apartment constructed through the Promoter at the cost of the Allottee/s.

The Vendors, **PROMOTER/DEVELOPER** has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority vide Certificate No. PRM/KN/RERA/..... on under registration;

The Allottee being interested in purchasing an apartment in the Project "Uber Verdant -II " approached the **PROMOTER/DEVELOPER** based on which the **PROMOTER/DEVELOPER** has allotted Apartment No. ____ having carpet area of _____ square feet, having balcony area of _____ square feet and having super built up area of ____ Sq Ft. on floor in Block ____ ("**Building**") along with One (1) closed parking measuring **2.5/5** Mtrs in the Basement/Stilt as permissible under the applicable law and of *pro rata* share in the common areas ("**Common Areas**") as defined under clause (n)of Section 2 of the Act (hereinafter referred to as the "**APARTMENT**" more particularly described in Composite Schedule Property.

Whereas, the Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein; 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;

Whereas, the Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

Whereas, in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the **PROMOTER/DEVELOPER** hereby agrees to sell and the Allottee hereby agrees to purchase the Flat to be constructed with parking;

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:

That in pursuance of the foregoing and in consideration of the Allottee/s joining the Scheme of development and paying (a) the Sale Consideration (b) the Other Cost Charges and Expenses, (c) the Statutory Payments and complying with the Allottee/s Covenants and the obligations herein, the **PROMOTER/DEVELOPER** agrees to sell to the Allottee/s and the Allottee/s agrees to purchase the Schedule "C" Undivided share and the **PROMOTER/DEVELOPER** agrees to construct the Schedule "D" Apartment under the Scheme in terms of the Agreement.

2. SALE CONSIDERATION FOR THE SCHEDULE "C" UNDIVIDED SHARE AND SCHEDULE "D" APARTMENT

- 2.1. The Total Price for the Flat to be constructed based on the Super built up area is Rs.Rupees _____ only ("**Total Price**") (Give break up and description):

FLAT No. _____ Type _____ Floor _____	Rate of per square feet*
UDS	
Block/building/tower	
Carpet Area	
Super built up area	

Provide breakup of the amount such as cost of the apartment, proportionate cost of common area, preferential location charges, taxes etc,

Garage/closed parking -1	Price for 1
Garge /closed parking -2	Price for 2

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the **Promoter/Developer** towards the Flat to be constructed;
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the **Promoter/Developer** by way of Value Added Tax, Service Tax, GST and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the **Promoter/Developer** up to the date of handing over the possession of the Apartment Unit :

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;

- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 15 (Fifteen) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

2.2. 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/Developer** 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/Developer** 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.

2.3. The Allottee (s) shall make the payment as per the payment plan set out in **Schedule E("Payment Plan")**.

2.4. Subject to Clause 11 the **Promoter/Developer** agrees and acknowledges, the Allottee shall have the right to the Flat to be constructed as mentioned below:

2.4.1. The Allottee shall have exclusive ownership of the Flat to be constructed;

2.4.2. 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. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;

2.4.3. That the computation of the price of the flat along with UDS to be constructed includes recovery of price of UDS, construction of Flat the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project. The Allottee have no objection for developing the adjoining property by the promoter in future and if such development is carried out by the promoter, the Allottees of that project /land shall have the right to use the facilities and amenities provided in this project. The Allottee by signing this agreement agrees has given consent to the Promoter/Developer to acquired the adjacent property for development and no further consent from the allottee is to be obtained by the Promoter/Developer.

2.5. The Promoter agrees to pay all outgoings before execution of Sale Deed for the Flat along with UDS to be constructed to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings 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 outgoings 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.

- 2.6. The Allottee has paid a sum of Rs,(Rupees ...only) as booking amount being part payment towards the Total Price of the Flat along with UDS to be constructed at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Flat along with UDS to be constructed as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

3. 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 demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/ c Payee cheque/demand draft or online payment (as applicable) in favour of ' _____' payable at _____.

4. COMPLIANCE OF LAWS RELATING TO REMITTANCES

- 4.1. 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 and Rules and Regulations made thereunder 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 statutory enactments or 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 shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 4.2. The Promoter accepts no responsibility in this regard. 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.

5. ADJUSTMENT/ APPROPRIATION 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, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

6. TIME IS ESSENCE

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate* or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in **Schedule E ("Payment Plan")**.

7. CONSTRUCTION OF THE PROJECT/APARTMENT

- 7.1. The Allottee has seen the specifications to be used for constructed and accepted the Payment Plan, floor plans, building plans 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 Sanctioned building plan, floor plans and specifications. 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 Act in Karnataka 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. However the Promoter are entitled to effect minor additions/alterations as may be required by the purchasers or minor changes/alterations as provided under the act or by the local authorities.
- 7.2. The Promoter/Developer agrees to complete the construction of the apartment building within the completion period with all facilities and other amenities. The

Allottee/s is fully aware that the Promoter will be developing the Project and constructing/ completing the Tower/s, Common Amenities and Facilities of the Project from time to time. The club house facility shall be completed within a period of 6 months from the time of all flat owner occupies, or else the expenditure towards the maintenance of the Club House will have to be borne by number of the Allottees who occupies their units earlier.

8. COMPLETION OF THE PROJECT:

- 8.1. That in the absence of conditions relating to force majeure and/or breach by the Purchaser/s in compliance of the obligations under this Agreement, the Promoter will complete the Project within.....
- 8.2. The Promoter shall not be liable if they are unable to complete the Project and/or the Schedule 'C' Apartment and deliver possession by the aforesaid date by reason of force majeure conditions and in such circumstances the Promoter shall be entitled to extension of time for completion and handing over possession of the apartment and common areas by such time as the Promoter may inform the Purchaser/s in writing and the monies till then paid by the Purchaser/s under this Agreement shall not be refunded or be entitled to any interest.
- 8.3. In case of any proven willful delay in delivery of the apartment for reasons other than what is stated above, the Promoter are entitled to a grace period of six months and if the delay persists, on demand being made by the Allottee to withdraw from the Project, the Promoter shall return the amount received by them from the Purchaser/s along with interest at prevailing rate of State Bank of India highest marginal cost of lending rate plus two percent.
- 8.4. However, where Allottee do not intend to withdraw from the project, he/she/they shall be paid interest at the rate of prevailing Interest rate of State Bank of India highest marginal cost of lending rate plus two percent by the Promoter for every month of delay, till the handing over of the possession. The interest payable by the Promoter to the Allottee shall be from the date the Sellers/Builder received the amount or any part thereof till the date the amount or part thereof or interest is refunded.

Provided however:

- a. Such delay not being attributable to the reason/s mentioned in clauses above;

- b. The Purchaser/s has/have paid all the amounts payable as per this agreement and within the stipulated period and has not violated any of the terms of this Agreement;
- c. The delay is proved to be willful delay on the part of the Sellers/Builder. However, if the delay is on account of Purchaser/s seeking modifications in Schedule 'C' Property there is no liability on the Sellers/Builder to pay any damages as aforesaid.

9. POSSESSION OF THE APARTMENT UNIT

- 9.1. **Schedule for possession of the said Flat to be constructed:** The Promoter agrees and understands that timely delivery of possession of the Flat to be constructed is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Flat to be constructed on 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 Unit, 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.
- 9.2. **Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the Plot along with villa, to the Allottee in terms of this Agreement to be taken within 15 days (fifteen days) from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. 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 the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within days of receiving the occupancy certificate* of the Project.
- 9.3. **Failure of Allottee to take Possession of Flat:** Upon receiving a written intimation from the Promoter as per clause 9.2, the Allottee shall take possession of the Flat 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 Flat to be constructed to the allottee. In case the Allottee fails to take possession within the time provided in clause 9.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.
- 9.4. **Possession by the Allottee** - After obtaining the occupancy certificate* and handing

over physical possession of the Flat to be constructed 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 the Allottees or the competent authority, as the case may be, as per the local laws.

- 9.5. **Cancellation by 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 the 10% of the total sale consideration. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

- 9.6. **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 compensation under this section shall not be barred by limitation provided under any law for the time being in force.

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 the 10% of the total sale consideration. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee after the sale of the unit from the date of such cancellation. In case the allottee wishes to transfer in favour of third party, in such cases the allottee shall pay transfer fee of Rs. 200 per Sq. ft to the promoter against legal expenses and other charges.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other 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 Flat/Apartment, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment.

10. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (i) The **Promoter/Developer** 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) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project;
- (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 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 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 Flat along with UDS 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 Flat to be constructed to the Allottee and the common areas to the Association of the Allottees;
- (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 completion and conveyance of sale deed only;

- (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.

11. EVENTS OF DEFAULTS AND CONSEQUENCES

- 11.1. Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:
- 11.2. Promoter fails to provide ready to move in possession of the Flat to be constructed to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects such as basis necessity of water, electricity, sewage system ;
- 11.3. 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 there under.
- 11.4. In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:
 - 11.4.1. 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 penal interest; or
 - 11.4.2. 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 specified 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/she shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Flat.

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

11.5.1. In case the Allottee fails to make payments for consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.

11.5.2. In case of Default by Allottee under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Flat in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

12. CONVEYANCE OF THE SAID APARTMENT:-

The Promoter, on receipt of complete amount of the Price of the Flat to be constructed under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Flat along with UDS to be constructed together with proportionate indivisible share in the Common Areas within 15 (Fifteen) days from the date of the completion of the unit *. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

13. MAINTENANCE OF THE SAID BUILDING /PROJECT

- (i) The Allottee/s has already paid to the Promoter/ Developer the Maintenance charges for first 12 months and further if any the allottee shall pay to the Promoter or Maintenance Company or Owners' Association as the case may be, proportionate sums for maintenance of common areas and facilities.
- (ii) The Allottee shall pay the Maintenance charges from the date the allottee occupies the Flat or from the date of execution of the sale deed in favour of the Allottee which ever happen earlier. It is hereby agreed by the Allottee that from the date the Schedule D Property is ready for occupation for which a notice has been received by him/her from the Promoter, whether possession of the same is taken by him/her or not, he / she, they shall pay proportionate share of expenses that may be decided by the

Promoter or in all the outgoing on general expenses in respect of the property such as House Keeping, STP Running Cost, Security, gardening, facility Manager, Manager salary, Maintenance staff and equipment charges, electrical and water charges or deposits in respect of motors, maintenance charges and all other costs and expenses connected with the maintenance of the building.

- (iii) The Promoter/ Developer shall undertake maintenance and upkeep of common areas and amenities in the residential apartment complex constructed on Schedule 'B' Property or entrust the same to any Maintenance Company at their discretion for a period of One year from the date of completion or from the date of 5 Flats are occupied in the respective Block and thereafter entrust the same to the Association to be formed by the Owners of Apartments. The Promoter shall not be liable to pay the maintenance charges for the unsold units in the apartment building till the time association is formed.
- (iv) The Allottee/s shall pay Annual Maintenance charges in advance to the Promoter/Developer/ the Agency appointed by the Promoter at the rate of Rs.5/- per sq. ft. on the super built up area of the Apartment. This amount shall be used by the Builder/Maintenance Agency to maintain the common areas, amenities and the facilities for a period of One year from the date the building is ready for occupation and any deficit shall be made good by the Purchaser/s proportionately. After the expiry of One year, the Promoter/Builder agrees to transfer the maintenance of the common areas and amenities to the Owners Association on its formation. The Allottee/s shall after One year pay the Developer / Agency / Owners association as the case may be proportionate maintenance charges as billed by the Agency or Owners Association.
- (v) The Allottee/s shall permit the Developer and/or Maintenance Company and/or Association as the case may be, their agents, with or without workmen at all reasonable times to enter into and upon the Schedule 'C' Property or any part thereof for the purpose of repairing, maintaining, re-building, cleaning and up keeping in order and condition all services, drains, etc and also for the purpose of disconnecting the supply of water and electricity and other facilities etc., to such individual Apartment who has/have defaulted in paying water, electricity and common maintenance charges.
- (vi) The Allottee in addition to the maintenance charges stated above, shall contribute a sum of **Rs. 25/-** per sft of the Schedule 'C' Apartment as Owner's contribution towards "**Corpus Fund**". The whole of the Corpus Fund made up of the

contributions by the allottee of the apartments shall be maintained in separately and shall be transferred to the Association of allottee of the Apartments after a period of 12 months which is interest free. If the allottee defaults or fails to pay the maintenance charges, the promoter shall utilize the amount from the Corpus Fund for maintenance of the project and transfer the remaining amount to the Association of Allottee. The contribution towards Corpus Fund is collected to ensure smooth functioning of the common area maintenance activities.

- (vii) The Allottee shall be liable to proportionately share and pay the maintenance charges for the common expenses/maintenance expenses to the Promoter/Developer / the Agency appointed by the Developer for maintenance of all the common areas and facilities from the date of possession of the Apartment irrespective of completion of the work, for which a notice is served on the Purchaser/s or possession is handed over or deemed to have been handed over.
- (viii) All expenses incurred in providing common maintenance services shall be taken into account for arriving at common area maintenance expenses to be shared by all the allottee of the Apartments.
- (ix) That the Allottee hereby covenant/s and assures the Developer that the Allottee shall become member of the Apartment Owners Association to be formed under the Karnataka Apartments Ownership Act in force as and when called upon by Developer and shall observe and perform the terms and conditions and bye-laws rules and regulations of the association. The said association will maintain the common amenities, pay for the common expenses, taxes on maintenance charges of the building, look after the welfare, maintenance and repairs etc.
- (x) The Allottee herein shall sign and execute all declarations, bye-laws, affidavits, undertakings, papers and documents required as also for the electricity board (KPTCL) water supply board (BWSSB) /Bruhat Bangalore Mahanagara Palike (BBMP) / Bangalore Development Authority (BDA) / BMRDA and such other authorities.
- (xi) The Developer covenants that, the Allottee/s will enjoy the undivided share of land described in Schedule 'A' herein in common with the other owners of the other apartments and use all common amenities such as Roads, Stair-cases, Electric, Lift, common lighting, sewers, drains, water-courses etc., now in or upon or hereafter to be erected and installed in the Schedule 'A' Property in common with the said other owners. The Allottee/s shall not object for free passage of sewers, drains, water-courses through and along with same and share proportionately with the aforesaid owners and other persons the cost of repairing and maintaining all such sewers, drains, water courses etc., as also the cost of maintaining and repairing all common amenities such as common Road, Staircases, Electric Lift, Lighting, Equipment etc.,

as referred to above. The Allottee/s agrees to execute necessary declarations that are to be executed in the manner provided under law or as required by the Owner/Vendor/Developer and / or Owner's Association, which will exist at that time.

14. DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations 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 possession, it shall be the duty of the Promoter to rectify such defects without further charge, within Stipulated time, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

15. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The Allottee hereby agrees to purchase the Apartment on the specific understanding that is his/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time. All the Allottee shall abide by the terms and conditions mentioned in the bye-laws of the Association.

16. CAR PARKING :

The Apartment Owner shall be aware that the exclusive right of use of car parking space in basement level and ground level will be allotted by the Promoter/Developer to the various Apartment Owners and that the right of use so allotted shall vest solely in the respective Apartment Owner to whom it is allotted, notwithstanding that reserved car parking space forms part of the common area. The Apartment Owner shall have no objection to such right of use being allotted. It is however, clearly understood that such right of use shall not vest in the Apartment Owner any title to the land earmarked as Car Parking Space. The Apartment Owner shall use the apartment as a private residence and the car parking space for parking light vehicle only.

The Purchaser/s covenants to use the earmarked allotted garage space for car parking only and shall not have the right to put up any construction in the parking space or enclose the same or use it for any purpose other than as parking space.

17. RIGHT TO ENTER THE PROJECT

The Promoter / maintenance agency / association of allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Layout 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.

- 18. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:** The Allottee shall, after taking possession, be solely responsible to maintain the Flat 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 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 Flat and keep the Flat 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. 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 villa or place any heavy material in the common passages or staircase of the Building. 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 afore said conditions.

19. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BYALLOTTEE

The Allottee is entering into this Agreement for the allotment of a Flat along with UDS to be constructed with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the

Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Flat, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Flat to be constructed at his/ her own cost.

20. ADDITIONAL CONSTRUCTIONS

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 has been approved by the competent authority(ies) except for as provided in the Act.

21. 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/Building 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.

22. 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 15 (Fifteen) 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 15 (Fifteen) 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 15(Fifteen) 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 including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

23. CLUB AND MEMBERSHIP OF THE CLUB

The Allottee/s is fully aware that the Promoter will be providing a Club/Club House.. The Allottee/s herein will be entitled to the use of such Club on a payment of club membership fees/charges as prescribed by the Promoter. The Allottee/s and all other owners of the Apartment/ Unit/s shall be bound by the rules and regulations of the Club mentioned in the bye-laws to be formed. The Allottee/s will be required to pay the

Promoter or the Association of Owners the prescribed Club Membership fees/charges. On the Promoter handing over the maintenance to the Association in terms of the Act, the Association of Allottees will be responsible to manage, maintain and operate the Club and its facilities.

Apart from the rules and regulations that would be formulated by the Promoter and or the operator of the Club, the fundamental use of the Club shall be in the manner set out separate bye laws.

In the event the Schedule "D" Unit/ Apartment is purchased by a public limited or a private limited company, any person occupying as the authorised occupier on behalf of the said company shall be entitled to the use of the said Club on payment of the charges.

24. 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 maybe.

25. RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties.

26. 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 Project shall equally be applicable to and enforceable against any subsequent Allottees of the Flat, in case of a transfer, as the said obligations go along with the plot for all intents and purposes.

27. 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.

28. 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/Super built up area of the Flat in the Project.

29. 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, after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution, the said agreement shall be duly stamped. Hence this Agreement shall be deemed to have been executed at Bangalore.

30. NOTICES

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses as mentioned in this agreement.

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 maybe.

31. 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.

32. 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 laws of India for the time being in force.

33. DISPUTERESOLUTION

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.

SCHEDULE "A" PROPERTY

Property of Mana Projects

ITEM NO.1

All that piece and parcel of the Converted land measuring to an extent of **5 Acres 24 Guntas** in **Survey Number 31/1**, (converted for Commercial purposes, vide the Official Memorandum dated 10/8/2010 bearing No.ALN(EVH) SR.42/2010-11, issued by the Special Deputy Commissioner, Bangalore District) situated at Chikkakannahalli Village, Varthur-Hobli, Bangalore East Taluk, Bangalore District and bounded on the ;-

East by : Remaining portion of Survey No. 31/1

West by : Sy.No.32 and remaining portion of 31/1

North by : Remaining portion of the same Sy.No.31/1

South by : Siddapura village boundary and Road.

ITEM NO. 2

All that piece and parcel of the Converted land measuring to an extent of **1 acre** in **Survey number 31/1**, (converted for Commercial purposes, vide the Official Memorandum dated 10/8/2010 bearing No.ALN(EVH) SR.43/2010-11, issued by the Special Deputy Commissioner, Bangalore District) **situated at Chikkakannahalli Village, Varthur-Hobli, Bangalore East Taluk, Bangalore District** and bounded on the ;-

East by : Remaining Portion of land in Sy.No.31/1

West by : Remaining portion of land in Sy. No.31/1 and Road
formed in Sy.No.31/1

North by : Remaining Portion of land in Sy.No.31/1

South by : Remaining Portion of land in Sy.No.31/1

ITEM NO:- 3

All that piece and parcel of the Converted Land for commercial purpose bearing Sy.No.31/1, measuring East to West on the Northern side 75 feet, on the Southern side 87 feet, and North to South 242 feet, totally measuring 18 Guntas OR 19602 Sq.Feet. (Converted vide the Official Memorandum dated 10/8/2010 bearing No.ALN(EVH)SR.44/2010-11 issued by the Special Deputy Commissioner, Bangalore District) situated at Chikkakanahalli Village, Varthur Hobli, Bangalore East Taluk, Bangalore District, bounded on;

East by : 40 feet Private Road

West by : Private Property bearing Survey No. 31/1, belonging to Mr. Sampath Rathi, S/o Sohanlal Rathi

North by : Sarjapur Main Road and

South by : Private Property bearing Survey No. 31/1, belonging to Mr.Ved Prakash and his brothers.

COMPOSITE SCHEDULE B PROPERTY

All that piece and parcel of the Converted land measuring to an extent of 7 **Acres 02 Guntas** in **Survey Number 31/1**, (converted for Commercial purposes, vide the Official Memorandum dated 10/8/2010 bearing No.ALN(EVH) SR.42/2010-11, issued by the Special Deputy Commissioner, Bangalore District) situated at Chikkakannahalli Village, Varthur-Hobli, Bangalore East Taluk, Bangalore District and bounded on the ;-

East by : Remaining portion of Survey No. 31/1

West by : Sy.No.32 and remaining portion of 31/1

North by : Remaining portion of the same Sy.No.31/1

South by : Siddapura village boundary and Road.

The Schedule Property has the right of way through the feet road on theside.

SCHEDULE- C PROPERTY

(DESCRIPTION OF UNDIVIDED SHARE AGREED TO BE SOLD)

..... Sq.Ft., undivided share, right, title, interest and ownership in the land in the Schedule `A' Property

Proportionate undivided share, right, title and interest in the SCHEDULE `D' PROPERTY corresponding to the super built-up area of the following Apartment.

An undivided interest corresponding to the Schedule "D" Apartment taking into consideration the FAR achieved on the Schedule "B" land, and FAR that may be permitted under the Act and finally recorded in the Deed of Declaration and the Sale Deed.

SCHEDULE D PROPERTY

(DESCRIPTION OF THE APARTMENT TO BE CONSTRUCTED UNDER THE SCHEME BY PROMOTER FOR THE ALLOTTEE(S)).

All that piece and parcel of the Residential Apartment bearing No. in _____ Floor, Block, of the Apartment Building Known as "....." having Super built-up area of Sq. Ft, carpet area....., built up area, Balcony Area of ___ sft with One Covered Car Parking in thetogetherwith proportionate share in the Common Area with the non-exclusive right to use the Common Amenities and Facilities .

East by _____ :

West by _____ :

North by _____ :

South by _____ :

Schedule 'E'

COST OF SCHEDULE 'C' and "D" PROPERTY & DETAILS OF PAYMENTS/PAYMENT PLAN

Carpet area	_____ Sq.ft.
Super built up area	_____ Sq.ft.
Basic Cost of the property	Rs. -----/-
Club House	Rs. _____/-
<u>PAYMENT BREK UP &SCHEDULE</u>	
STP, Gen & Electricity Charges	Rs. _____/-
Maintenance Charges	Rs. _____/-

GST		Rs. _____/-
Corpus Fund		Rs. _____/-
Total Sale consideration (Excl Registration)		Rs. _____/-
On Agreement (Less Booking amount)		20%
1	On Completion of Foundation	10%
2	On the Completion of 2 nd Basement Floor Slab	5%
3	On the Completion of 1 st Basement Floor Slab	5%
4	On the Completion of Ground & First Floor Slab	10%
5	On Completion of Second & Third Floor Slab	10%
6	On Completion of Fourth & Fifth Floor Slab	5%
7	On Completion of Sixth & Seventh Floor Slab	5%
8	On Completion of Eighth & Ninth Floor Slab	5%
9	On Completion of Tenth & Eleventh Floor Slab	5%
10	On Completion of Twelfth & Thirteenth Floor Slab	5%
11	On Completion of Block work, Internal Electrical & Plumbing Works of the Unit of the unit	5%
12	On Completion of Plastering, Flooring & Finishing's	5%
13	Before Registration	5%

Schedule E (A)
Floor plan of the Flat

Schedule F
Specifications

Structure	✓ RCC framed structure with solid blocks for walls ✓ Smooth plastering for interior & rough for exterior. ✓ Landscaped balcony with automated drip irrigation. ✓ Open type kitchen.
Doors & Windows	✓ Teak Wood Frame with Teak skin main door. ✓ SS Coated brass fittings for main door. ✓ Salwood door frame & Flush Door for all other doors. ✓ SS fittings for other doors. ✓ UPVC windows(3 track) with grills. ✓ UPVC French Door for Balcony. ✓ UPVC ventilators(provision for exhaust fan in toilets)
Electrical	✓ Electrical fittings Anchor-Roma/Schneider - Clipsal. ✓ Concealed fire resistant copper wiring (Anchor/Havells) ✓ Provision for A/C in Master Bedroom ✓ T.V. & Telephone point in Living and Master Bedroom.
Flooring	✓ Laminated Wooden Flooring for Master Bedroom ✓ Vitrified tiles in all rooms ✓ Designer ceramic tiles in Balconies ✓ Anti-skid ceramic tiles for Bathroom floors ✓ Designer ceramic tiles in toilets.
Kitchen	✓ Wash Provision in utility

Note:- The Allottee should not object for the change in brand of the raw materials used by the Promoter/Developer, however the developer agrees to maintain the Indian standards/mention international quality, specific and quality of all brands raw materials used.

Schedule G
Amenities and facilities

- ✓ Promenade for Bicycle/Skating
- ✓ Pet's Corner
- ✓ Multi-purpose Lawn in Community Court
- ✓ Recreational Plaza
- ✓ Floating Hang-out Deck
- ✓ Eco-Pond
- ✓ Water features
- ✓ Community Plaza
- ✓ Children play area with Sand and Turf
- ✓ Informal seating court
- ✓ Amphitheatre with Diaz
- ✓ Aquatic Pond
- ✓ Multipurpose Court
- ✓ Cricket Net -Practice
- ✓ Grocery Store(Provision)
- ✓ Medical Store(Provision)
- ✓ Rain Water Harvesting
- ✓ Club House

SCHEDULE "H"
RIGHTS OF THE ALLOTTEE/S

- 1) The Allottee/s shall be entitled to the use and occupation of Schedule "D" Apartment / Unit, subject to the terms and conditions contained in this Agreement and Association Agreements;
- 2) The Allottee/s and all persons authorized by the Allottee/s (in common with all other persons entitled, permitted or authorized to a similar right) shall have the right at all times and for all purposes, to use the Common Area;
- 3) The right to subjacent, lateral, vertical and horizontal support for the Schedule "D" Apartment / Unit from the other parts of the Tower;

4) The right to free and uninterrupted passage of water, gas, electricity, sewerage, etc., from and to the Schedule "D" Apartment/Unit through the pipes, wires, sewer lines, drain and water courses, cables which are or may at any time hereafter be, in, under or passing through the Tower and the Schedule "A" Property or any part thereof.

5) The right to lay cables or wires for radio, television, telephone and such other installations through designated conduits, ducts and shafts, in any part of the Tower, however, recognizing and reciprocating such rights of the other owners;

6) The right of entry and passage for the Allottee/s and agents or workmen of the Allottee/s to other parts of the Tower at all reasonable times after notice to enter into and upon other parts of the Towers for the purpose of repairs or maintenance of the Schedule "D" Apartment or for repairing, cleaning, maintaining or renewing the water tanks, sewer, drains and water courses, cables, pipes and wires causing as little disturbance as possible to the other owners and making good any damage caused.

SCHEDULE "I" **OBLIGATIONS OF THE ALLOTTEE/S**

1) The Allottee/s shall give to the other Apartment/Unit/s in the Tower the necessary vertical, horizontal and lateral support and reciprocate and recognize the rights of other owners in the Tower;

2) The Allottee/s shall comply with all the rules and regulations pertaining to electrical installations, fire safety equipment and services, pollution control and general safety equipment and services as may be provided in the Project in which the Schedule "D" Apartment/Unit is located and also in the Common Areas.

3) The Allottee/s shall not at any time, carry on or suffer to be carried on in the Schedule "D" Apartment/Unit or any part thereof in the Project, any noisy, offensive or dangerous trade or pursuit which may be or become in any way a nuisance, annoyance or danger to the other owners of the other Apartment/Unit or which may tend to depreciate the value of the Project or any thereof;

4) Except for leasing or rental permitted under this Schedule "D", the Allottee/s shall use the Schedule "D" Apartment/Unit only for private residential purposes and shall not be put to use for any kind of commercial or semi commercial use or serviced apartment;

5) The Allottee/s understands and agrees that any time after the sale of the Schedule "D" Property and the handover of the Schedule "D" Apartment/Unit, if the Allottee/s leases or sells it to any third party, the Allottee/s has to intimate the same in advance with the details of the transferee/ buyer/ lessee and ensure that the entire sum of money, if any due to the

Association, is cleared before the said lease or transfer. Further, it shall be the obligation of the Allottee/s to bind the transferee to the obligations of the Allottee/s under this Agreement and the Sale Deed in relation to the rest of the owners and the Association of Owners. Such new Allottee/s shall join the Owners Association.

6) The Allottee/s will use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in the Tower in common with the other Apartment /Unit/s and to permit free passage of water, sanitary, electrical lines, through and along the same or any of them and to share with the other Apartment/Unit/s.

7) The Allottee/s shall duly and punctually pay the proportionate share of insurance charges, cost of maintenance and management, all out-goings and annual maintenance charges and general expenses of Common Amenities and Facilities and the Common Areas. The liability for such share shall commence from the Sale Date.

8) That the Allottee/s shall also become liable to pay proportionate share of municipal taxes, rates and cesses, electrical, domestic and non-domestic water charges, insurance charges, cost of maintenance, management of Common Amenities and Facilities and the Common Areas and all other charges for the Common Areas, from the date of intimation of the Schedule "D" Apartment/Unit being ready for possession;

9) The Allottee/s shall not put up any hoarding, name plates, signboards, graffiti, etc., in place other than that demarcated and allotted by the Promoter;

10) The Allottee/s shall carry out their interior works in the Schedule "D" Apartment/Unit only during 9 am to 1 pm and thereafter 4 pm to 6 pm on all working days and there will be no work allowed during any public holidays and Sundays;

11) The Allottee/s agrees to pay all the Statutory Payments pertaining to the Schedule " " Apartment/Unit from the date on which the Schedule "D" Apartment/Unit is ready for possession and upon intimation of the same by the Promoter, whether possession is taken or not;

12) Any new Statutory Payments by the Central and the State Government which are not levied at the moment but after the Schedule "D" Apartment/Unit is handed over shall be borne and paid by the Allottee/s.

13) That if any development and/or betterment charges or other levies are charged, levied or sought to be recovered by the BBMP or any other Authority in respect of the Schedule "C" Property, the same shall be borne and paid the Allottee/s;

14) The Allottee/s covenants that the Allottee/s shall comply with all the rules and regulations pertaining to Common Amenities and Facilities;

15) The Allottee/s shall ensure that the Association is at all times compliant with the Association Agreements. That the Allottee/s with the other owners of the Apartment/Unit/s, through the Owners Association, shall at all times, keep the annual maintenance contracts with regard to all the Common Amenities and Facilities and the Common Areas valid, and shall pay the amounts of annual maintenance contract and Association Agreements as and when demanded by the maintenance agency appointed. The Allottee/s is fully aware that non-payments towards the annual maintenance contracts will adversely affect all the equipment installed by the Promoter in the Project and non-payment of maintenance charges shall also affect such maintenance of the general and safety equipment installed and shall ensure periodical renewal of the same and that same is kept in current and also maintain necessary certificates, licenses, permits, permissions, insurance renewal thereof;

16) The Allottee/s agrees that the Allottee/s shall pay regularly without default the charges as per the Association Agreement. In the event of any default in payment by the Allottee/s, the Operators will be entitled to withdraw all or any of the services rendered under the Association Agreement. The Allottee/s is liable to pay GST levied by State or Central Government on such charges as may be applicable. The Allottee/s shall contribute to the sinking fund for any Capital expenditure as provided in the Association Agreement.

17) The Allottee/s shall plan and distribute the electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association of Owners or maintenance agency appointed by Association of Owners; The Allottee/s shall ensure that no rubbish/ refuse shall be thrown out of the Schedule "C" Apartment/Unit into the common areas and passages;

18) The Allottee/s shall ensure that no rubbish/refuse shall be thrown out of the Schedule "C" Apartment/Unit into the common areas and passages;

19) The Allottee/s will not dry clothes outside on the balconies of the Schedule "D" Apartment/Unit;

20) That the Allottee/s shall not install any additional tanks in the Apartment/Unit.

21) That the Allottee/s shall not in any manner obstruct or cause obstruction to any of the entries or exits of the Project and the Project or obstruct any open place meant to be retained as per place or obstruct free movement of vehicles including fire tenders, and such other vehicles required to ensure safety and statutory compliance.

SCHEDULE "J"

TERMS AND CONDITIONS OF USE OF ALLOTTEE/S CAR PARKS

The Allottee/s shall at all times be bound by the terms and conditions of use of the Allottee/s Car Parks as listed under:

- 1) The Purchase will at all times act responsibly and safely in the use of the Car Park/s and comply with all directions given by the Promoter cum Promoter in the day to day use of the Allottee/s Car Park/s.
- 2) The Allottee/s will use the Allottee/s Car Park/s for the sole purpose of parking a motor vehicle in his/her/its capacity as the owner of the Schedule "D" Unit/Apartment and for no other purpose whatsoever.
- 3) The Allottee/s will not bring into the Allottee/s car Park/s at any time any petroleum or other inflammable volatile oil or substance other than petroleum in the fuel tank of any motor vehicle.
- 4) The Purchase will not cause any nuisance, damage, obstruction, annoyance or inconvenience to the Car parking spaces of the Residence owners.
- 5) The Allottee/s will not bring into or on the Allottee/s Car Parks or allow to remain there any un-load 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 Allottee/s Car Parks.
- 6) Parking and use of the Allottee/s car parks is solely at the Allottee/s's risk. The Allottee/s will have no claim against the Promoter cum Promoter or its contractors or otherwise or against any one whom they represent or any of the employee or agents of the Promoter cum Promoter or its contractors for nay loss or damage to property or personal injury or loss of life directly or indirectly related to the Allottee/s's use of the Allottee/s's Car Parks. Furthermore, the Allottee/s will indemnify the Promoter cum Promoter against any such claims and the costs thereof.
- 7) The Purchase will permit the staff managing the car Parks in the project to move his/her/its car in the event of emergencies of in the other appropriate circumstances; on the understanding they have no duty to do so.
- 8) The Apartment Owner will only use the Allottee/s Car Parks so allocated and will recognise the Promoter cum Promoter's rights to re-allocate spaces as required.

9) This Car Parking arrangement is only a right of use granted to the Allottee/s, giving the Allottee/s no property interest in the Allottee/s car parks.

10) The Allottee/s vehicle shall all times comply with all road marking, signs and the directions of authorised persons.

11) Vehicles of the Allottee/s shall be parked within the lines designating the Purchase Car Parks and shall at all times be parked in such a way that no obstruction is caused to the car parks access lanes.

12) The Allottee/s must:

a) Observe and conform to all the rules and regulations relating to the use of the car parks made and issued by the Promoter cum Promoter/association from time to time;

b) Advise the Promoter cum Developer/ Association regarding the registration number and name of the driver of any vehicle which may park in the car parks, if required by the Promoter cum Developer / Association, and shall notify the Promoter cum Promoter in the event of any change in respect of the same.

c) The Promoter cum Developer or its contractors may access any part of the Allottee/s car Parks at any time for the purpose of inspecting it, doing any necessary repairs or for any other specified purpose.

d) Alteration of terms and conditions:

a) The Promoter cum Promoter/ Association may vary these terms and conditions by adding, altering or deleting any of them.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

□

Allottee: (including joint buyers)

(1) _____

(2) _____

At _____ on _____ in the presence of: