

AGREEMENT TO SELL

THIS AGREEMENT TO SELL IS MADE AND EXECUTED ON THISDAY OF, YEAR TWO THOUSAND TWENTY ONE ____ (___/___/2021) AT BENGALURU BY AND BETWEEN:

M/s.ARATT TRIDENT PROJECTS LLP, a limited liability partnership incorporated under the Limited Liability Act, 2008, having its office at No.106/A, 4th C Cross, 5th Block, Behind Raheja Arcade, Koramangala Industrial Area, Bangalore – 560 095, Karnataka, represented by its designated partner _____ (duly authorised in this behalf), hereinafter referred to as the “OWNER/DEVELOPER”, which term wherever the context permits or requires, shall mean and include the limited liability partnership as constituted this day and as may be reconstituted from time to time, its successors and assigns OF THE ONE PART; (PAN:_____)

AND

MR/MRS/MS_____ aged about ____ years, son/wife/daughter of Sri _____, residing at _____, hereinafter referred to as the “**Purchaser/s**”, which term wherever the context permits shall mean and include his/her/their heirs, successors, assigns, executors, administrators and legal representatives **OF THE OTHER PART. (PAN – _____)**

with the Owner/Developer and the Purchaser/s being individually referred to as Party and collectively as Parties wherever required in this Agreement.

WITNESSES AS FOLLOWS:

I. DEFINITIONS

Unless the contrary intention appears and/or the context otherwise requires, in addition to the terms defined elsewhere including but not limited to the Schedules/Annexures to this Agreement, the definition listed below shall apply throughout this Agreement.

1 “Absolute Completion” in regard to the Project shall mean the date on which the “Occupancy Certificate” or such other certificate by whatever name called is issued by the competent authority permitting occupation of the residential building/s in the Project, as provided under local laws, which has provision for civic infrastructure and permanent power, water and sanitary connections post “Practical Completion” of the Project as defined elsewhere in this Agreement.

2 “Additional Charges” shall mean and include the following in relation to the sale / conveyance / lease / license of the entire Saleable Area at the Project calculated net of taxes as may be fixed / charged by the Developer–

- (a) Preferential location charges,
- (b) Power backup charges,
- (c) Club membership charges,
- (d) Interest on delayed payments/penalty or penal charges, from Purchaser/s
- (e) Charges collected for allotment/allocation of car parking space;
- (f) Forfeiture amount / earnest money,
- (g) Cheque bounce charges to be collected from Purchaser/s, if any,
- (h) Transfer fee / charges collected till Completion,
- (i) Holding charges collected from Purchaser/s,
- (j) Cancellation charges,
- (k) Insurance proceeds and
- (l) Other Charges
- (k) All other Revenue received from the prospective Purchaser/s, interest income received from the Project, advertisement fee and any other amounts to be received from the Purchaser/s of whatsoever nature except for the Pass Through Charges.

3 “Affiliate” shall mean a company or entity that directly or indirectly Controls, or is Controlled by, or is under common Control with the relevant Party, as the case may be.

4 “Agreement” shall mean this Agreement to Sell including all Schedules and Annexures attached hereto or incorporated herein by reference, as may be amended by the parties from time to time in writing.

5 “Applicable Laws” shall mean all applicable laws, bye-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/ or of any other statutory authority in India, whether in existence on the Effective Date or thereafter;

6 “Approvals” shall mean and refer to all such permissions, permits, sanctions, exemptions, licenses, no objection certificates from relevant authorities and approvals as may be required for the Project including but not limited to Project Approvals, approvals from Town and Country planning authority, fire scheme approval, clearances from Airport Authority of India, Central / State Pollution Control Board, consent to establish and operate, approval from electrical/ sewerage/ water connection authority for construction, approval (if applicable) of the Ministry of Environment and Forests, National Monument Authority, Archaeological Survey of India (ASI) or any other approvals as may be required from any Governmental Authority or from any other person, as the case may be, for the construction and development of the Project and shall include all approvals relating to or pursuant to sanction of layout plans, sanction of building plans, commencement certificates, occupancy certificate/completion certificate, issued by concerned statutory or Governmental Authority and such other concerned authorities as may be required under law for the construction, development, operation, management, leasing, completion, disposal or transfer to Purchaser/s, which approval shall be obtained by the Developer.

- 7 “Amenity Charges”** shall mean and include the amounts collected by the Owner/Developer towards membership subscription and other usage charges for the amenities and facilities provided for in the clubhouse proposed to be constructed by the Owner/Developer at the rates decided by the Owner/Developer from time to time.
- 8 “Architect/s”** shall mean the individual, group of persons, firm, LLP or company appointed by the Owner/Developer for planning, designing and carrying out supervisory activities in respect of the Project.
- 9 “Association of Allottees”** shall mean the association to be formed by the Purchaser/s of residential apartments in the Project under the local law in force, acting as a group to serve the cause of its members and shall include the authorized representatives of the Purchaser/s.
- 10 “Carpet Area”** means the net usable floor area of a residential apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the residential building/s.
- 11 “Commencement Certificate”** shall mean the commencement certificate or the building permit or the construction permit, by whatever name called issued by the competent authority to allow or permit the Owner/Developer to begin construction on the Schedule A Property as per the sanction plan.
- 12 “Commencement Date”** shall mean the date on which the Owner/Developer commences the construction of the Project on the Schedule A Property post receipt of all the requisite Approvals from the concerned Statutory Authorities and Government Agencies.
- 13 “Common Areas”** shall mean
- (i) the entire land for the Project comprised in the Schedule A Property
 - (ii) or where the Project is developed in phases and registration under this Act is sought for a phase, the entire land for that phase.
 - (iii) the stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of buildings.
 - (iv) the common basements, terraces, parks, play areas, open and unenclosed parking areas and common storage spaces;
 - (v) the club house proposed to be constructed in the Project for the use and enjoyment of all the Purchaser/s occupants of residential apartments in the Project.
 - (vi) the premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel.
 - (vii) installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy.
 - (viii) the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;

- (ix) all other community and commercial facilities as provided in the Project;
- (x) all other portion of the Project necessary or convenient for its maintenance, safety, etc., and in common use;

- 14 **“Common Expenses”** shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas, facilities and amenities and for rendition of common services in common to the intending Purchaser/s and all other expenses for the common purpose including those to be contributed, borne, paid and shared by the intending Purchaser/s of Apartments in the Project payable to the Owner/Developer till the formation of the Association of Allottees and thereafter to the Association of Allottees post its formation. Provided, however the charges payable on account of Generator, Electricity etc. consumed by or within any residential apartment shall be separately paid to the concerned statutory authority or reimbursed to the Owner/Developer or the Association of Allottees as the case may be.
- 15 **“Dedicated Owner/Developer Account”** shall mean the bank account exclusively opened for the purpose of the Project by the Owner/Developer into which 70% of the amounts deposited into the **Owner/Developer Project Account** other than Pass Through Charges shall be deposited from time to time so as to cover the cost of construction and development of the Project which amounts deposited shall be withdrawn by the Owner/Developer and in proportion to the cost of land and completion of construction of the Project after such completion is confirmed by an Engineer, an architect and a Chartered Accountant through the issue of a certificate in writing to that effect.
- 16 **“Defect Liability Period”** shall mean a period of five (5) years from the date of obtaining the completion/occupancy certificate from the concerned authority.
- 17 **“Development Plan”** shall mean the plan approved by the Commissioner, Bangalore Development Authority, Bangalore Plan Sanction Letter bearing No.9/2021-22, dated:08/10/2021 for the development of the Project on the Schedule A Property and other adjoining properties by the Developer.
- 18 **“Developers Project Account”** shall mean the bank account opened exclusively by the Owner/Developer for the Project into which the sale proceeds from the Saleable Area in the Project, Pass Through Charges and Additional Charges shall be deposited from time to time.
- 19 **“Development Rights”** shall refer to the entire development rights in respect of the Schedule A Property conferred on the Owner/Developer under the Development Agreement.
- 20 **“Effective Date”** shall mean the date of execution of this Agreement.
- 21 **“Encumbrances”** shall mean any disputes, litigation, easement rights, attachment in the decree of any court, attachment (of the Income Tax Department or any other departments of any Governmental Authority or of any other person or entity), acquisition, requisition, or any kind of attachment, impediment, restriction of use, lien, court injunction, will, trust,

exchange, lease, legal flaws, claims, partition, unauthorized occupancy, power of attorney, memorandum of understanding, development agreement, joint venture agreement or agreement of any nature whatsoever or any other legal impediment, mortgage, pledge, equitable interest, assignment by way of security, conditional sales contract, hypothecation, right of other persons, claim, security interest, encumbrance, title defect, title retention agreement, voting trust agreement, interest, option, lien, charge, commitment, restriction or limitation of any nature, default or notice / claim by any Government Authority , regulation or guidelines, default or claim / notice of any default of terms / conditions / provisions of the Licenses or Approvals, whatsoever, including restriction on use, voting rights, transfer, receipt of income or exercise of any other attribute of Ownership, right of set-off, any arrangement (for the purpose of, or which has the effect of granting security), or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same;

- 22 **“Exclusive Balcony Area”** means the area of the balcony, as the case may be, which is appurtenant to the residential apartment, meant for the exclusive use of the Purchaser/s.
- 23 **“Exclusive Garden Area”** means the garden area which is appurtenant to residential apartment, meant for the exclusive use of the Purchaser/s.
- 24 **“Exclusive Open Terrace Area”** means the area of open terrace which is appurtenant to a residential apartment, meant for the exclusive use of the Purchaser/s.
- 25 **“Exclusive Verandah Area”** means the area of the verandah, as the case may be, which is appurtenant to the residential apartment, meant for the exclusive use of the Purchaser/s.
- 26 **“FSI / FAR”** shall mean Floor Space Index/ Floor Area Ratio Index as utilized in the Project.
- 27 **“Force Majeure”** shall mean any event in the nature of war, flood, drought, fire, cyclone, earthquake and any other calamity caused by nature, shortage of availability of cement, steel, sand and other construction material or any event beyond the control of the Developer, any change in law or enactment of any new legislation affecting the regular development of the Project;
- 28 **“Garage”** shall mean a place within three sides and reserved for parking of motor vehicles but shall not include an unenclosed or uncovered parking space such as open parking areas; the Project having a roof and walls on.
- 29 **“Government Authority”** shall mean any government authority, statutory authority, government department, agency, commission, board, tribunal or court or any other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof, including any municipal/ local authority having jurisdiction over any matter pertaining to the construction and development of the Project;
- 30 **“Launch”** shall mean the date when the Owner/Developer commences the offer to

sell/transfer the first of Saleable Area to the Purchaser/s unless otherwise mutually agreed by the Parties.

- 31 **“Litigation”** includes any / all suits, civil and criminal actions, arbitration proceedings, and all legal proceedings (including any investigation, claim, complaint, grievance, appeals, notices and applications for review), which are pending or may arise in respect of the title of the Schedule A Property and/or the possession of the Owner/Developer to the Schedule A Property which materially affects the Project.
- 32 **“Marketing”** (with all its derivatives and grammatical variations) shall mean and include the strategy adopted by the Owners/Developer for (a) sale / lease / transfer of the Saleable Area in the Project, (b) fixation of price, and (c) the allotment, sale / lease / transfer or any other method of disposal, transfer or alienation of the Saleable Area and the receipt and acceptance by the Owner/Developer of the payments in respect thereof and the execution and registration of all agreements and other deeds, documents and writings relating thereto;
- 33 **“Occupancy Certificate”** shall mean the Occupancy Certificate or such other certificate by whatever name called, issued by the competent authority permitting occupation of the residential buildings in the Project as provided under the Local Laws.
- 34 **“Open Car Parking Area”** shall mean the uncovered/unenclosed car parking areas not provided for in the Garage but in the Restricted Common Area and allotted to Purchaser/s Allottee/s in the Project.
- 35 **“Other Charges”** shall refer to the expenses incurred for the formation of the Association Of Allottees, legal expenses and charges and all such other similar charges and costs that may be chargeable to the Purchaser/s of Saleable Area by the Owner/Developer and such other charges which can be retained by the Owner/Developer and shall not form a part of the Pass Through Charges.
- 36 **“Pass Through Charges”** shall refer to all statutory charges, fees and expenses, such as external development charges, infrastructure development charges, external electrification charges, firefighting charges, payments / contributions received from the customers towards electricity, water, sewerage, maintenance security deposit, advance maintenance charges, association deposit, GST and any future taxes levied by any Governmental Authority, stamp duty, registration charges, and all such other similar statutory charges, fees and costs which would be collected / recovered from the customers in relation to the “Saleable Area” as a contribution from the customers and for the onward transfer / deposit to the concerned Government Authority or Association Of Allottees in the Project.
- 37 **“Practical Completion”** in respect of the Project, shall mean the completion of development and construction in all respects which renders the residential apartments in the Project fit for human inhabitation including the provision of permanent/temporary power and water connections to the residential apartments.

- 38 **"Pre Development Costs"** shall mean the aggregate of all costs charges and expenses including all fees payable to Architects, Engineers and other Agents, sanction fee, legal expenses and all amounts incurred by the Owner/Developer prior to the Commencement Date.
- 39 **"Professional Team"** shall mean the Architects, Structural Engineers, Mechanical and/or Electrical Engineers, Surveyors and/or such other professionals engaged and/or contracted by the Owner/Developer from time to time.
- 40 **"Project"** shall mean the development of the Schedule A Property by the construction and development of a residential Project thereon comprising of residential apartments of different dimensions comprising of Basement, Ground and 23 Upper floors and a Terrace Floor and a Club House as per the specifications of construction set out in detail in the Annexure to this Agreement with common amenities, facilities and infrastructure attached thereto including provision for car parking space/s, compound walls, gates, internal and external services relating to electricity, water, drainage, roads, walkways, amenities, facilities, staircases, passages, sewer lines, pipes, ducts and sanitation.
- 41 **"Project Approvals"** shall mean all the necessary approvals, consents and/or sanctions as may be necessary and/or required for the purpose of the Project to be obtained /obtained from the various Statutory Authorities and Government Agencies.
- 42 **"Project Name"** shall mean the name of the Project which is " _____ " decided by the Owner/Developer.
- 43 **"Project Vendors"** shall mean contractors, architects, consultants, legal service providers & suppliers of labour and material, etc. for undertaking development of the Project.
- 44 **"Purchaser/s"** shall mean and include any buyers, prospective purchasers , transferees, allottees including a Purchaser/sin default, assignors, applicants, whether as an individual, corporate or otherwise of any residential apartments forming or a part of the Project;
- 45 **"RERA"** shall mean Real Estate Regulation and Development Act 2016 and Karnataka Real Estate (Regulation and Development) Rules, 2017 framed hereunder.
- 46 **"Restricted Common Areas"** shall mean the areas forming a part of Common Areas, which are used for installation of transformers, water storage systems, rain water harvesting systems, water pump sets, motor sets, gen sets and other amenities of similar nature, open/unenclosed car parking area over which the Purchaser/s in the Project will have right of use/ access subject to the rules and regulations framed by the Owner/Developer and/or the Association of Allottee/s from time to time.
- 47 **"Saleable Area"** shall mean the Carpet Area of the residential apartments in the Project to be sold to Purchaser/s along with the proportionate undivided share, right title and interest in the Common Areas including the land comprised in the Schedule Property to be sold to the Association of Allottees, post its formation in which the Purchaser/s shall become a

member as mandated by RERA, the exclusive right to use and enjoy the balcony areas, verandah, garden and terrace areas if any lying appurtenant to the said residential apartment/s and the exclusive right to use and enjoy car parking areas in the Garage.

- 48 **“Sanction Plan”** shall mean the plan approved by Bangalore Development Authority (BDA) for development of the Project on the Schedule A Property.
- 49 **“Schedule A Property”** shall mean the residentially converted measuring an extent of 1 Acre 15 Guntas comprised Sy.Nos.36/1 and 37/1 of Bhandapura Village, Bidarahalli Hobli, Bangalore East Taluk, which is more particularly described in the Schedule A of this Agreement.
- 50 **“Services”** shall mean the supply to and installation on the property of electricity, water, telecommunications, drainage and other services.
- 51 **“Specifications”** shall mean the specification with which the Project shall be constructed, erected and completed as may be recommended by the Architect for the Project as set out in detail in the Annexure to this Agreement. However, such specifications may be varied and / or be modified from time to time as may be mutually agreed upon by the parties.
- 52 **“Super Built Up Area”** of any Apartment shall mean the aggregate of (i) the Carpet Area of an Apartment and (ii) thickness of the external walls (iii) balconies (iv) verandahs and terraces which are reserved for the exclusive use of the Purchaser/s and a proportionate share of the Common Areas and such of the Common Areas used for housing the Common Amenities and Facilities in the Project.
- 53 **“TDR”** shall mean Transferable Development Rights that has/ may accrue to the Schedule A Property on account of road widening or that may be purchased and loaded on to the Project to the extent permissible resulting in the construction of additional built up area.
- 54 **“Title Risk”** shall mean (i) any breach of and/or any deficiency in adherence or performance to be made by the Owner/Developer and/or any person acting under / through or on behalf of the Owner/Developer of its obligations with respect to the Schedule A Property or its title thereof, and/or (ii) any defect / claims / dispute / Encumbrances over the title of the Schedule A Property including third party claims during the course of the Project.

II. INTERPRETATION

In this Agreement, unless the contrary intention appears:

- 1 Any reference to any statute or statutory provision shall include:
- (i) all subordinate legislation made from time to time under that statute or statutory provision (whether or not amended, modified, re-enacted or consolidated);

- (ii) such provision as from time to time amended, modified, re-enacted or consolidated (whether before or after the date of this Deed) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;

- 2 Any reference to the singular shall include the plural and vice-versa;
- 3 Any references to the masculine, the feminine and the neuter shall include the other genders;
- 4 Any references to a “company” shall include a reference to a body corporate;
- 5 Any reference herein to any Clause or Schedule or Annexure is to such Clause of or Schedule to or Annexure to this Agreement. The Schedules and Annexures to this Agreement shall form an integral part of this Agreement.
- 6 References to this agreement shall be construed as references to this agreement as amended, varied, novated, supplemented or replaced from time to time;
- 7 The expression “this Clause” shall, unless followed by reference to a specific provision, be deemed to refer to the entire section (not merely the sub section, paragraph or other provision) in which the expression occurs;
- 8 Each of the representations and warranties provided in this Agreement is independent of other representations and warranties and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause or any part thereof;
- 9 All obligations, representations and warranties of Owner as contained in this Agreement shall be enforced on joint and several basis;
- 10 Any reference to books, files, records or other information or any of them means books, files, records or other information or any of them in any form or in whatever medium held including paper, electronically stored data, magnetic media, film and microfilm;
- 11 Headings to Clauses, parts and paragraphs of Schedules and Schedules are for convenience only and do not affect the interpretation of this Deed;

12. "In writing" includes any communication made by letter, fax or e-mail;
13. The words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
14. References to a person (or to a word importing a person) shall be construed so as to include:
 - (a) individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal personality);
 - (b) references to a person's representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives;
15. Where a wider construction is possible, the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words;
16. All the recitals to this Agreement shall form an integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part and to be interpreted, construed and read accordingly.
17. Contents of the Annexures referred in the various clauses of this Agreement shall bear the same clause numbering of the clause in which relevant Annexure is referred.

III. FLOW OF TITLE:

- 1) Whereas, the immovable property being agricultural land measuring an extent of 10 Acres 9 Guntas comprised in Sy.No.36 and 7 Acres 38 Guntas comprised in Sy.No.37 of Bhandapura Village, Bidarahalli Hobli, Hosakote Taluk, Bangalore District was owned by Sri.G.C.Veerappa he having registered as an Occupant (holder) as per provisions of Section 10 of the Mysore (Personal and Miscellaneous) Inams Abolition Act 1954 as duly evidenced by an Endorsement dated:15/01/1960 issued by the Revenue Inspector, Special

Deputy Commissioner for Abolition of Inams, Bangalore and the same was mutated as duly evidenced by the extract from the Mutation Register bearing MR No.45/60-61.

- 2) Whereas, the aforesaid Sri.G.C.Veerappa alongwith his children Sri.G.V.Jagadeesh Kumari C.V.Jaya Devi executed a Partition Deed dated: 08/07/1972 amongst themselves, which has been duly registered as Document No.1794/72-73 in Book – I, Volume – 2371, with the Head Quarter Sub-Registrar, Bangalore, Gandhinagar, under the terms of which the land measuring an extent of 10 Acres 9 Guntas comprised in Sy.No.36 and 7 Acres 38 Guntas comprised in Sy.No.37 (including other properties) of Bhandapura Village, Bidarahalli Hobli, Hosakote Taluk, Bangalore District was allotted to the share of Sri.G.V.Jagadeesh.
- 3) Whereas, pursuant to the execution and registration of the Partition Deed dated:08/07/1972, the Khatha in respect of properties allotted Sri.G.V.Jagadeesh was duly transferred to his name as duly evidenced by the extract from the Mutation Register bearing MR No.1/72-73 as follows:

In respect of Land measuring an extent of:

- a) 3 Acres 33 Guntas in Sy.No.35
 - b) 10 Acres 9 Guntas in Sy.No.36
 - c) 7 Acres 38 Guntas in Sy.No.37
 - d) 6 Acres 36 Guntas in Sy.No.38
 - e) 21 Guntas in Sy.No.39
- 4) Whereas, it is evident from the extract from the Mutation Register bearing MR No.2/72-73 that the aforesaid Sri.G.C.Veerappa and others sold the Land measuring an extent of 10 Guntas in Sy.No.36 and 7 Acres 9 Guntas in Sy.No.37 to Dhoothapapeshwar Limited under a Sale Deed executed on 18/12/1972, registered as Document No.2805/72-73.
 - 5) Whereas, the aforesaid Sri.G.V.Jagadeesh alongwith his children Sri.G.J.Sangeeth, Smt.Shilpa Jatti, Sri.G.J.Santosh, executed a Deed of Partition dated:10/02/2004 amongst themselves, which has been duly registered as Document No.KRI-1-24319/2003-04 in Book – I, stored in CD No.KRID 2 with the Senior Sub-Registrar, Krishnarajapura, Bangalore, under the terms of which, the land measuring an extent of 4 Acres 01 Guntas (inclusive of 8 Guntas Kharab) comprised in Sy.Nos.36/1 and 37 of Bhandapura Village, Bidarahalli Hobli, Hosakote Taluk, Bangalore District (hereinafter referred to as the “larger property”) was divided and distributed by metes and bounds as follows:

- a) 3430 sq.mtrs of land comprised in Sy.Nos.36/1 and 37 was allotted to Sri.G.V.Jagadeesh.
 - b) 3430 sq.mtrs of land comprised in Sy.Nos.36/1 and 37 was allotted to Sri.G.J.Sangeeth.
 - c) 3430 sq.mtrs of land comprised in Sy.Nos.36/1 and 37 was allotted to Smt.Shilpa Jatti.
 - d) 3430 sq.mtrs of land comprised in Sy.Nos.36/1 and 37 was allotted to Sri.G.J.Santosh.
- 6) Whereas, in the said Deed of Partition dated:10/02/2004 it is clearly mentioned that the aforesaid Sri.G.V.Jagadeesh alongwith his children Sri.G.J.Sangeeth, Smt.Shilpa Jatti, Sri.G.J.Santosh shall have the exclusive right to use the common passage of 10.67 mtrs., on the eastern side of the entire property which is running from North to South touching the Bangalore – Chennai Road (Old Madras Road), which forms a part of the “larger property”;
- 7) Whereas, subsequently, the aforesaid Sri.G.V.Jagadeesh alongwith his children Sri.G.J.Sangeeth, Smt.Shilpa Jatti, Sri.G.J.Santosh, executed a Deed of Rectification dated:18/03/2004 amongst themselves, which has been duly registered as Document No.KRI-1-27614/2003-04 in Book – I, stored in CD No.KRID 17 with the Senior Sub-Registrar, Krishnarajapura, Bangalore, under the terms of which the aforesaid Sri.G.V.Jagadeesh and Sri.G.J.Sangeeth released and relinquished their respective share of land measuring an extent of 3430 sq.mtrs each to and in favour of Smt.Shilpa Jatti, so as to enable Smt.Shilpa Jatti to become sole and absolute owner of the land measuring an extent of 10,290 sq.mtrs comprised in Sy.Nos.36/1 and 37 of Bhandapura Village, Bidarahalli Hobli, Hosakote Taluk, Bangalore District.
- 8) Whereas, pursuant to the execution of Rectification of Partition Deed as mentioned above, the RTC (Pahani) has been duly rectified as duly evidenced by the extract from the Mutation Register bearing MR No.3/2004-05 issued by the Revenue Inspector, Doddabanahalli as follows:

Sy.No.	Name of the Owner	Extent
36/1	Smt.Shilpa Jatti	2 Acres 36 ³ / ₄ Guntas
36/1	Sri.G.J.Santhosh	36 ¹ / ₄ Guntas
37	Smt.Shilpa Jatti	4 Guntas
37	Sri.G.J.Santhosh	4 Guntas

- 9) Whereas, the aforesaid Smt.Shilpa Jatti being desirous of converting land measuring an extent of 2 Acres 36 $\frac{3}{4}$ Guntas comprised Sy.No.36/1 and land measuring an extent of 4 Guntas comprised in Sy.No.37, both situated at Bhandapura Village, Bidarahalli Hobli, Bangalore East Taluk from agricultural to non agricultural sports school (commercial) uses and purposes, applied for the same before the Special Deputy Commissioner, Bangalore District, Bangalore seeking conversion of the same.
- 10) Whereas, pursuant to the application filed by Smt.Shilpa Jatti, the Special Deputy Commissioner, Bangalore District, Bangalore issued a Notice dated: 21/08/2004 demanding payment of conversion fee in respect of the same.
- 11) Whereas, thereafter, the Special Deputy Commissioner, Bangalore District, Bangalore issued an Official Memorandum bearing No.BDS.ALN(E)VB.SR. 145/2004-05, dated:21/08/2004 granting conversion of land measuring an extent of 2 Acres 36 $\frac{3}{4}$ Guntas comprised Sy.No.36/1 and land measuring an extent of 4 Guntas comprised in Sy.No.37, both situated at Bhandapura Village, Bidarahalli Hobli, Bangalore East Taluk from agricultural to non agricultural sports school (commercial) uses and purposes.
- 12) Whereas, the aforesaid Mrs.Shilpa Jatti executed a General Power of Attorney dated:03/11/2006 appointing Mr.B.K.Shivanna as her attorney, which has been duly registered as Document No.KRI-4-00612/2006-07 in Book – 4, stored in CD No.KRID 266 with the Senior Sub-Registrar, K.R.Puram, Bangalore authorising and empowering the deal with 50% undivided share, right, title and interest in the converted land measuring an extent of 10290 sq.mtrs or 2.54 Acres comprised in Sy.No.36/1 and Sy.No.37, both situated at Bhandapura Village, Bidarahalli Hobli, Bangalore East Taluk including the sale of the same to any person/s.
- 13) Whereas, the land comprised in Sy.No.36/1 and Sy.No.37, both situated at Bhandapura Village, Bidarahalli Hobli, Bangalore East Taluk was earmarked as Industrial Zone in the Comprehensive Development Plan of the Bangalore Development Authority, the Special Deputy Commissioner, Bangalore District, Bangalore issued another Official Memorandum bearing No.ALN(E)(B).SR.145 /2004-05, dated:26/02/2008 renewing/altering the Official Memorandum dated: 21/08/2004 and granting conversion of land measuring an extent of 2 Acres 36 $\frac{3}{4}$ Guntas comprised Sy.No.36/1 and land

measuring an extent of 4 Guntas comprised in Sy.No.37, both situated at Bhandapura Village, Bidarahalli Hobli, Bangalore East Taluk from agricultural to non agricultural industrial uses and purposes.

- 14) Whereas, the aforesaid Smt.Shilpa Jatti (represented by her GPA holder Sri.B.K.Shivanna) executed a Deed of Sale dated:18/06/2009 to and in favour of Dr.H.D.Ramesh, which has been duly registered as Document No.BDH-1-00606/2009-10 in Book – I, stored in CD No.BDHD 23 with the Sub-Registrar, Bidarahalli, Bangalore by means of which Dr.H.D.Ramesh purchased 5154 sq.mtrs of undivided share, right, title and interest in the converted land measuring an extent of 10290 sq.mtrs or 2.54 Acres comprised in Sy.No.36/1 and Sy.No.37, both situated at Bhandapura Village, Bidarahalli Hobli, Bangalore East Taluk.
- 15) Whereas, it is evident from the Mutation Register bearing MR No.1/2009-10, dated: 25/08/2009 issued by the Revenue Inspector, Bidarahalli Hobli -1, Bangalore East Taluk recording the owners and the extent of lands comprised in Sy.Nos.36/1 and 37 of Bhandapura Village as follows:

No.	Sy.No.	Present Owner	Extent
1)	36/1	Sri.Rajeev Chandrashekar	12 ½ Guntas
2)	36/1	Smt.Anju Nambiar	2 Acres 10 Guntas
3)	36/1	Smt.Thankam Nambiar	2 Acres
4)	36/1	Sri.G.J.Santhosh	36 ¼ Guntas
5)	36/1	Smt.Shilpa Jatti	2 Acres 11 ¾ Guntas
6)	36/1	Sri.G.J.Santhosh	¼ Guntas
7)	36/1	Sri.G.V.Jagadeesh	7 ½ Guntas
8)	37/1	Smt.Shilpa Jatti	29 Guntas

- 16) Whereas, the aforesaid Mrs.Shilpa Jatti & Dr.H.D.Ramesh jointly executed a Deed of Relinquishment dated:25/09/2009 to and in favour of the Bangalore Development Authority, Bangalore, which has been duly registered as Document No.BDH-1-02254/2009-10 in Book – I, stored in CD No.BDHD 27 with the Sub-Registrar, Bidarahalli, Bangalore by means of which Mrs.Shilpa Jatti & Dr.H.D.Ramesh relinquished the land measuring an extent of about 187.14 sq.mtrs being the Northern portion of the Sy.Nos.36/1 & 37/1, situated at Bhandapura Village, Bidarahalli Hobli, Bangalore East

Taluk to and in favour of the Bangalore Development Authority, Bangalore for widening of the existing road.

- 17) Whereas, the aforesaid Smt.Shilpa Jatti and Dr.H.D.Ramesh availed credit facility from Dhanalakshmi Bank Ltd., JC Road, Bangalore as duly evidenced by the Conformity Letter dated:08/09/2009, which has been duly registered as Document No.BDH-1-02256/2009-10 in Book – I, stored in CD No.BDHD 27 with the Sub-Registrar, Bidarahalli, Bangalore.
- 18) Whereas, the aforesaid Mrs.Shilpa Jatti & Dr.H.D.Ramesh executed a Lease Deed dated:04/03/2010 to and in favour of Hydro Building Systems Pvt.Ltd and Bearys Infrastructure & Construction Engineering Pvt.Ltd., which has been duly registered as Document No.BDH-1-06076/2009-10 in Book – I, stored in CD No.BDHD 38 with the Sub-Registrar, Bidarahalli, Bangalore under the terms of which the building constructed on the ground and first floor measuring a built of area of about 26000 sq.ft and warehouse of 17000 sq.ft constructed on Sy.Nos.36/1, 37/1 and 37/2, situated at Bhandapura Village, Bidarahalli Hobli, Bangalore East Taluk was granted on lease for a period of 15 years commencing from 04/03/2010, which is subsisting as on date.
- 19) Whereas, the aforesaid Mrs.Shilpa Jatti & Dr.H.D.Ramesh executed another Lease Deed dated:09/04/2010 to and in favour of Snowman Frozen Foods Ltd., which has been duly registered as Document No.BDH-1-00989/2010-11 in Book – I, stored in CD No.BDHD 44 with the Sub-Registrar, Bidarahalli, Bangalore under the terms of which the warehouse measuring an extent of 28000 sq.ft built up area constructed on Sy.No.36/1, situated at Bhandapura Village, Bidarahalli Hobli, Bangalore East Taluk was granted on lease for a period of 20 years commencing from 09/04/2010.
- 20) Whereas, the aforesaid Dr.H.D.Ramesh (represented by his GPA holder Smt.Shilpa Jatti) executed an Absolute Sale Deed dated:20/05/2014 to and in favour of Smt.Shilpa Jatti, which has been duly registered as Document No.HLS-1-00790/2014-15 in Book – I, stored in CD No.HLSD 97 with the Sub-Registrar, Halasooru, Bangalore by means of which Smt.Shilpa Jatti purchased 50% undivided share, right, title and interest in the converted land measuring an extent of 10290 sq.mtrs or 2.54 Acres comprised in Sy.No.36/1 and Sy.No.37, both situated at Bhandapura Village, Bidarahalli Hobli, Bangalore East Taluk.

- 21) Whereas, the by virtue of a Discharge Letter dated:20/06/2015 issued by the Branch Head, Dhanalakshmi Bank Ltd., Kasturba Road, Bangalore addressed to Smt.Shilpa Jatti and Dr.H.D.Ramesh to, which has been duly registered as Document No.HLS-1-01370/2015-16 in Book – I, stored in CD No.HLSD 118 with the Sub-Registrar, Halasooru, Bangalore confirming the closure of credit facility availed on 08/09/2009.
- 22) Whereas, the aforesaid Dr.H.D.Ramesh filed a suit in O.S.No.1255/2014 of the II Addl.Senior Civil Judge, Bengaluru Rural District, Bangalore challenging the General Power of Attorney dated:28/12/2013 and the subsequent sale Deed dated:20/05/2014 executed in favour of Smt.Shilpa Jatti and the said Hon'ble II Addl.Senior Civil Judge, Bengaluru Rural District, Bangalore issued an Order dated:06/06/2019 declaring the General Power of Attorney dated:28/12/2013 and the Sale Deed dated:20/05/2014 as null and void and ordered to execute a fresh sale deed on or before 30/08/2019 with a time mutually extended.
- 23) Whereas, the aforesaid Mrs.Shilpa Jatti executed a Memorandum of Equitable Mortgage by Deposit of Title Deeds on 30/09/2019 to and in favour of ICICI Bank, Bangalore, which has been duly registered as Document No.KRI-1-06156/2019-20 in Book – I, stored in CD No.KRID 833 with the Senior Sub-Registrar, K.R.Pura, Bangalore on 01/10/2019, which is subsisting as on date.
- 24) Whereas, pursuant to the order dated: 06/06/2019 of the II Addl.Senior Civil Judge, Bengaluru Rural District, Bangalore, the aforesaid Dr.H.D.Ramesh executed a of Absolute Sale dated:01/10/2019 to and in favour of Smt.Shilpa Jatti, which has been duly registered as Document No.KRI-1-06154/2019-20 in Book – I, stored in CD No.KRID 833 with the Additional Sub-Registrar, K.R.Pura, Bangalore by means of which Dr.H.D.Ramesh sold his 50% undivided share, right, title and interest in the converted land measuring an extent of 10290 sq.mtrs or 2.54 Acres comprised in Sy.No.36/1 and Sy.No.37, both situated at Bhandapura Village, Bidarahalli Hobli, Bangalore East Taluk to Smt.Shilpa Jatti.
- 25) Whereas, the aforesaid Smt.Shilpa Jatti being desirous of developing the lands comprised in Sy.Nos.36/1 and 37/1 of Bhandapura Village, Bidarahalli Hobli, Bangalore East Taluk from Industrial to Commercial / Residential uses and purposes, applied for the same before the Deputy Commissioner, Bangalore District, Bangalore;

- 26) Whereas, pursuant to the application filed by Smt.Shilpa Jatti and on payment of necessary fees as prescribed under law, the Deputy Commissioner, Bangalore District, Bangalore issued an Official Memorandum bearing No.ALN(EBK)CR.08/2019-20, dated: 20/11/2020 granting change of land use / conversion of land from Industrial to Commercial / Residential uses and purposes in respect of lands comprised in Sy.Nos.36/1 and 37/1 of Bhandapura Village, Bidarahalli Hobli, Bangalore East Taluk as follows:
- a) Land measuring an extent of 1 Acre 12 $\frac{3}{4}$ Guntas (out of 2 Acres 11 $\frac{3}{4}$ Guntas) comprised in Sy.No.36/1 for commercial uses and purposes and the balance extent of land measuring 39 Guntas for residential uses and purposes.
 - b) Land measuring an extent of 13 Guntas (out of 29 Guntas) comprised in Sy.No.37/1 for commercial uses and purposes and the balance extent of land measuring 16 Guntas for residential uses and purposes.
- 27) Whereas, the aforesaid Mrs.Shilpa Jatti alongwith Mr.Vishal Vincent Tony, Mr.Tony Vincent and Mr.Vinay Karthik Prakash with an intention to form a Limited Liability Partnership (LLP), obtained an Incorporation Certificate on 22/02/2021 bearing LLPIN AAV-9819 and the said LLP shall deemed to have commenced from 22/02/2021;
- 28) Whereas, subsequently, the aforesaid Mrs.Shilpa Jatti alongwith Mr.Vishal Vincent Tony, Mr.Tony Vincent and Mr.Vinay Karthik Prakash entered into a Limited Liability Partnership Agreement dated:03/06/2021 which has been duly registered as Document No.HLS-1-02610/2021-22 in Book – I, stored in CD No.HLSD 828 with the Senior Sub-Registrar, Halasuru, Bangalore on 17/09/2021, under the terms of which, the aforesaid Mrs.Shilpa Jatti alongwith Mr.Vishal Vincent Tony, Mr.Tony Vincent and Mr.Vinay Karthik Prakash formed an LLP under the name and style of Aratt Trident Projects LLP having its Principal Place of Business at Bangalore to carry on the business of investments in movable and immovable properties including purchase of land, construction of buildings, hotels, hospitals, layout developments and such other activities.

- 29) Whereas, the aforesaid Mrs.Shilpa Jatti brought in the commercially converted lands measuring an extent of 1 Acre 25 $\frac{3}{4}$ Guntas comprised Sy.Nos.36/1 and 37/1 of Bhandapura Village, Bidarahalli Hobli, Bangalore East Taluk and residentially converted lands measuring an extent of 1 Acre 15 Guntas comprised Sy.Nos.36/1 and 37/1 of Bhandapura Village, Bidarahalli Hobli, Bangalore East Taluk together with the rights, interests and privileges attached thereto, as her capital contribution into the LLP as per the provisions of Section 32(1) of the LP Act by which the said lands stood transferred to and vested with the LLP and consequently the said lands are in the ownership and peaceful possession of the LLP;
- 30) Whereas, in the meanwhile, the aforesaid Mrs.Shilpa Jatti applied for plan sanction before the Commissioner, Bangalore Development Authority, Bangalore for the construction of a residential apartment building on the residentially converted measuring an extent of 1 Acre 15 Guntas comprised Sy.Nos.36/1 and 37/1 of Bhandapura Village, Bidarahalli Hobli, Bangalore East Taluk, which is more particularly described in the Schedule A hereunder and hereinafter referred to as the Schedule A Property;
- 31) Whereas, pursuant to the application filed by Mrs.Shilpa Jatti and on payment of necessary fees, the Commissioner, Bangalore Development Authority, Bangalore issued a Plan Sanction Letter bearing No.9/2021-22, dated:08/10/2021 for the construction of a residential apartment building consisting of Basement, Ground and 23 Upper floors and a Terrace Floor comprising of 162 Residential Apartment of different dimensions and ____ covered car parking spaces and ____ open car parking spaces on the Schedule A Property;

IV. ENVISAGED DEVELOPMENT

- a) The Owner/Developer has envisaged the development of the Schedule A Property into by carrying out its Development into the Project entirely at his/their cost and expense on the terms and conditions agreed to between them.

V. CLEARANCES AND SANCTIONS:

The Owner/Developer has obtained the following sanctions, permissions, licences, clearances and NOCs from the various Government Departments, Statutory Bodies and agencies as mentioned below:

- a) No Objection Certificate dated:16/11/2020 from the Divisional Engineer, Telecom, Survey and Access Network's Bharat Sanchar Nigam Limited, Bangalore – 41.
- b) No Objection Certificate dated:22/02/2021 from the Superintending Engineer (Ele), BRC, BESCOM, Bangalore
- c) No Objection Certificate dated:09/06/2021 from the Director General of Police & Director, Karnataka Fire & Emergency Services, Bangalore – 42.
- d) Environmental Clearances bearing No.SEIAA 07 CON 2021, dated:03/08/2021 from the Member Secretary, State Level Environmental Impact Assessment Authority – Karnataka, Bangalore.
- e) Consent Letter dated:21/09/2021 from the Karnataka State Pollution Control Board, Bangalore – 10.
- f) No Objection Certificate for Height Clearance dated:10/02/2021 issued by the General Manager C1C/ATA, Airports Authority of India, Bangalore.

VI. REGISTRATION UNDER RERA AND CONSEQUENTIAL RIGHTS:

The Owner/Developer has, as on date, obtained the registration of the Project from the Real Estate Regulatory Authority constituted by the State Government under RERA and is therefore legally entitled to advertise, market, sell or offer for sale either by themselves or Real Estate Agents registered under RERA, or invite persons to purchase a residential apartment in the Project and in this regard, issue letters of allotment and enter into agreements for sale in respect of the salable area in the Project with prospective Purchaser/s. The Registration No. allotted by the Real Estate Regulatory Authority for the Project.

VII. OFFER AND ACCEPTANCE

The Purchaser/s herein, after scrutinizing and verifying the documents of title in the hands of the Owner/Developer to the Schedule A Property, other documents, records, clearances and

sanctions relating to the Project, the amenities and facilities offered under brochures, newspapers and other forms of electronic and other communication advertising the Project and after fully satisfying himself/herself/themselves about the same, has approached the Owner/Developer to purchase a residential apartment in the Project measuring a total carpet area of ____ sq.ft located on the ____ floor of ____ block in the Project and assigned Apartment No. ____ by the Owner/Developer which is more particularly described in the Schedule B hereunder and hereinafter referred to as the Schedule B Residential Apartment for a basic sale price and consideration of Rs. _____/- (Rupees _____ only) along with payment of Additional Charges and Pass Through Charges as defined above in this Agreement the exclusive right to use and enjoy the balcony area of ____ sq. ft lying appurtenant to the said residential apartment/ a terrace area of ____ sq.ft. lying appurtenant to the said residential apartment/ a verandah area of ____ sq.ft. lying appurtenant to the said residential apartment/ a garden area of ____ sq.ft. lying appurtenant to the said residential apartment and the exclusive right to use and enjoy one/two covered car parking spaces in the basement of Tower ____ being constructed on the Schedule A Property;

Whereas, the Purchaser/s has also requested to the Owner/Developer to allot one/two open/unenclosed car parking spaces in the Restricted Common Area in the Project;

Whereas, the Owner/Developer is also authorized by the Purchaser/s to make similar arrangements with the other Purchaser/s in the Project;

Whereas, the Owner/Developer has expressly and clearly made the fact known to the Purchaser/s herein, that the ultimate Association of Allottees shall be entitled and authorized to change / alter / revise the arrangement for the open/unenclosed car parking spaces and the decision taken by such Association of Allottees shall be binding upon the other Purchaser/s in the Project,

WHEREAS, the Owner/Developer has decided to reduce to writing the terms and conditions agreed to between them for the sale of the Schedule B Residential Apartment in this Agreement as under.

NOW IT IS MUTUALLY AGREED AS UNDER

1. The Owner/Developer agrees to convey and sell to and in favour of the Purchaser/s and/or his/her nominees the Schedule B Residential Apartment of a carpet area of _____sq. ft. along with the right to own the proportionate undivided share, right title and interest in the Common Areas including the land comprised in the Schedule A Property to be sold to the Association of Allottees, post its formation in which the Purchaser/s shall be a member as mandated by RERA, the exclusive right to use and enjoy the balcony area of _____ sq.ft lying appurtenant to the said residential apartment/a terrace area of _____sq.ft. lying appurtenant to the said residential apartment/ a verandah area of _____sq.ft. lying appurtenant to the said residential apartment/ a garden area of _____sq.ft. lying appurtenant to the said residential apartment for a basic sale price and consideration of Rs. _____/- (Rupees _____ only) together the exclusive right to use and enjoy _____ number of car parking spaces in the Garage of _____ specifically earmarked for the sole use and enjoyment of the Purchaser/s as one composite immovable property along with payment of Additional Charges and Pass Through Charges as defined above in this Agreement which shall be payable by the Purchaser/s to the Owner/Developer along with payment of Additional Charges and Pass Through Charges as defined above in this Agreement in the following manner:-

	SCHEDULE OF PAYMENT	Rupees in Lakhs
1.	On signing this Agreement the Purchaser/s has paid an amount of Rs. _____/- out of which Rs. _____/- is paid vide Cheque/D.D. No. _____, dated: _____, drawn on _____ Bank, _____ Branch _____, _____ in favour of the _____ account maintained by the Owners and the Developer with _____ bank, _____ branch, _____, the receipt of which the Owner/Developer does hereby acknowledge.	Rs. _____/-
2.	On completion of the	Rs. _____/-
3.	On completion of the	Rs. _____/
4.	On completion of the	Rs. _____/

5.	On completion of the	Rs._____/
6.	On completion of the	Rs._____/
7.	On completion of the	Rs._____/
8.	On completion of brick work and plaster	Rs._____/
9.	Balance Sale price and consideration at the time of due execution and registration of the sale deed and handing over of possession of the Schedule B Residential Apartment by the Owners and the Developer in favour of the Purchaser/s after deducting tax at source at the rates in force under the provisions of the Income Tax Act 1961	Rs._____/
	TOTAL	Rs._____/ -

2. It is expressly clarified that the basic sale price and consideration as mentioned above shall include the price of Rs._____/-(Rupees _____ only) for the sale of the proportionate undivided share, right title and interest in the Common Areas including the land comprised in the Schedule B Property to be sold to the Association of Allottees, post its formation in which the Purchaser/s shall be a member as mandated by RERA.
3. It is further expressly agreed to between the parties that the sale of the Schedule B Residential Apartment shall be subject to the rights and obligations on the Purchaser/s as recorded in the Schedule C hereunder and the restrictions on the rights of the Purchaser/s as recorded in the Schedule D hereunder.
4. In addition to the basic sale price and consideration of Rs. _____ (Rupees _____ only), the Purchaser/s shall duly pay to the Owner/Developer the Additional Charges, Pass Through Charges and Other charges as and when demanded by the Owner/Developer and the payment of such charges is a condition precedent for the execution and registration of a sale deed irrespective of the Schedule B Apartment in favour of the Purchaser/s.
5. (a) The Purchaser/s has also requested the Owner/Developer to provisionally allot one/two uncovered and unenclosed car parking space/s situated in the Restricted Common Area of the Project.

(b) The Owner/Developer is also authorized by the Purchaser/s to make similar arrangement for allotment of uncovered and unenclosed car parking space/s situated in the open areas of the Project with the other Purchaser/s in the Project.

(c) The Owner/Developer has expressly and clearly made the fact known to the Purchaser/s herein, that the Association of Allottees shall be entitled and authorized to change / alter / revise the arrangement for the uncovered and unenclosed car parking space/s provided for in the Restricted Common Area of the Project and the decision

taken by such Association of the Purchaser/s shall be binding upon the other Purchaser/s.

However, the Association of Allottees, will endeavor to ensure that the provisional allotment of uncovered and unenclosed car parking space/s provided for in the Restricted Common Area of the Project to the Purchaser/s under this Agreement shall be made final and not changed unless for valid reasons after issuing a notice to the Purchaser/s in writing and affording an opportunity to the Purchaser/s to be heard.

- (d) Subject to the above, the Owner/Developer has provisionally allotted one/two open / unenclosed car parking space/s bearing no/s. ____ in the "Restricted Common Area "to the Purchaser/s.
6. The final measurement of the Schedule B Residential Apartment will be that certified by the Architect for the Project. In case the variation in measurement is more the permissible limit of $\pm 2\%$, then in that event, the sale price and consideration as agreed to between the parties for the Schedule B Residential Apartment will be proportionately increased or reduced as the case may be. In this regard, it is clearly agreed to between the Owner/Developer and the Purchaser/s that the Owner/Developer shall have the right to make modifications to the plan sanctioned as long as it does not affect the entitlement of the Purchaser/s under this Agreement. The specifications relating to the construction of the Schedule B Residential Apartment agreed to between the parties is recorded in the Annexure to this agreement. The Owner/Developer shall comply with the maximum extent to the specifications agreed upon and in case of non availability of any material or item, the Owner/Developer shall be entitled to use near equivalents.
7. It is clearly agreed to between the parties that in case any additional built up area becomes possible to be constructed before the completion of the Project and issue of the "Occupancy Certificate" due to
- (a) any change in bye laws or zonal regulations of the town planning authority or the plan sanctioning authority or
 - (b) due to loading of TDR to the extent permissible accruing or arising to the 'Project' due to road widening post commencement or
 - (c) due to loading of TDR purchased to the extent permissible post commencement of the Project or
 - (d) due to loading of Premium FAR purchased to the extent permissible post commencement of the Project,

The Owner/Developer will be entitled to construct such additional built up area in which event, the basic sale price and consideration agreed to be paid by the Purchaser/s under this Agreement shall remain unaltered.

8. In the event of delay in payment of the instalments by the Purchaser/s, the Owner/Developer shall be entitled to charge an interest at the State Bank of India highest marginal cost of lending prevailing as on the due date plus 2% or part thereof from the due date till the date of payment.

9. In the event of any default in payment of two consecutive instalments by the Purchaser/s, the Owner/Developer shall be entitled to send a notice by Registered Post or by courier giving 21 days time to make payment and if the Purchaser/s still fails to make the payment after the notice period, the Owner/Developer shall have the sole right to cancel this Agreement unilaterally and sell the Schedule B Residential Apartment hereby agreed to be conveyed, to any other person or persons on such terms and conditions as they deem fit after deducting a sum of Rs. _____/- (Rupees _____ Only) as damages. The balance money, if any, due to the Purchaser/s shall be paid within 2 weeks from the funds received from the resale of the unit from any new Purchaser/s. However, it is expressly clarified that GST collected from the PURCHASER/S and remitted to the Central/State Government by the Owner/Developer shall not be refunded to the Purchaser/s/s until the Owner/Developer get the same refunded from the appropriate authority.
10. The Owner/Developer as the case may be duly agrees and covenants with the Purchaser/s that they shall achieve 'Practical Completion' of the Project on the Schedule A Property on or before a period of ____ (____) months with a further grace period of ____ (____) months from the date of obtaining the Commencement Certificate from the _____ subject to Force Majeure conditions as defined. The time for completion as stated above shall not include the time for obtaining the Occupancy Certificate from the _____ and permanent power, sanitary and water connections from the statutory authorities and in the event of delay on this account the Purchaser/s shall not be entitled to claim any damages / losses etc., in any manner whatsoever against the Owner/Developer in this regard. However, the Owner/Developer shall duly provide for temporary power and water connections to the Project at his/their cost till permanent connections are secured. The Owner/Developer duly agree and confirm that in case there is a delay in achieving Absolute Completion of the Project beyond the period of ____ (____) months from the date of obtaining the Commencement Certificate (including the grace period), the Purchaser/s will be entitled to a compensation by way of interest on the amount paid by the Purchaser/s towards the basic sale price and consideration till that date per month of delay or part thereof, which rate of interest payable shall be the prevailing State Bank of India highest marginal cost of lending prevailing as on the due date plus 2%.
11. It is expressly clarified that the exclusive internal balcony/ies, garden areas and terrace areas lying appurtenant to and exclusively allotted to the Purchaser/s of residential apartments in the Project have been conferred the rights to exclusively use and enjoy the same, which rights shall run concurrently to the ownership of Schedule B Residential Apartment by the Purchaser/s.
12. In order to ensure the timely completion of the Project as well as to ensure the quality of the residential apartments in the Project, the Owner/Developer reserves the right to make alterations to the Schedule B Residential Apartment or the Common Areas in the Project, including but not restricted to the materials being used, components being used, quality or workmanship, without however affecting the area entitlement of the Purchaser/s in respect of the Schedule B Residential Apartment. The Purchaser/s hereby expressly

authorise the Owner/Developer to take these decisions without requiring any prior consent from the Purchaser/s and agree/s to bear the corresponding increase in costs.

13. **EASEMENT RIGHT:**

The Owner/Developer has retained the commercially converted land measuring an extent of 1 Acre 25 ³/₄ Guntas comprised Sy.Nos.36/1 and 37/1 of Bhandapura Village, Bidarahalli Hobli, Bangalore East Taluk which is adjoining to the Schedule A Property and the aforesaid Smt.Shilpa Jatti had contributed the aforesaid property as her capital contribution to the said LLP. It has been agreed between the Parties that, the Owner/Developer or anyone claiming through the Owner/Developer will have the right of easement through roads / passages in the Project to give such easement rights to the commercially converted land measuring an extent of 1 Acre 25 ³/₄ Guntas comprised Sy.Nos.36/1 and 37/1 of Bhandapura Village, Bidarahalli Hobli, Bangalore East Taluk. The Owner/Developer shall retain this right of the easement in all the Agreement/s to be entered into by the Owner/Developer.

14. **NOMINATION/ASSIGNMENT:**

The Purchaser/s shall be entitled to nominate and assign his/her/their/its rights under this Agreement in favour of any other person or persons on such terms and conditions as the Purchaser/s deems fit, which nomination shall be recognised by the Owner/Developer only on the Purchaser/s paying a transfer fee calculated at __% of the basic sale price and consideration reserved under this Agreement to the Owner/Developer.

15. **THE OWNER/DEVELOPER DOES HEREBY COVENANT WITH THE PURCHASER/S THE FOLLOWING:-**

- a) That the Owner/Developer is/are in possession of the Schedule A Property and has/have an absolute, clear and marketable title to the Schedule A Property and is/are legally competent to enter into this Agreement with the Purchaser/s.
- b) That the Schedule A Property is free from all types of encumbrances, charges, liens and lispendens of any kind and the Schedule A Property is not the subject matter of any legal, acquisition or requisition proceedings, minor claims, maintenance claims, restrictive covenants, or any other claims of whatsoever nature and is not the subject matter of any proceedings before any Courts of Law, other legal forums, and statutory authorities including taxation authorities
- c) That the Owner/Developer has/have not entered into any agreement or arrangement of any kind with any other party or parties in respect of the Schedule B Residential Apartment.

- d) That the Owner/Developer has/have paid all municipal taxes in respect of the Schedule A Property up to **31st March 2021** and will continue to pay the same till the completion of the Project.
- e) That the Owner/Developer will sign all the necessary papers, documents with regard to transfer of the Khatha in respect of the Schedule B Residential Apartment in favour of the Purchaser/s on the due execution and registration of the deed of absolute sale and conveyance in favour of the Purchaser/s and/or his/her nominees.
- f) That the Owner/Developer shall do all other acts, deeds and things as may be necessary to ensure the vesting of clear and marketable title in the hands of the Purchaser/s in respect of the Schedule B Residential Apartment before the execution of a deed of sale in his/her/their favour.
- g) That the Owner/Developer shall duly hand over physical and vacant possession of the Schedule B Residential Apartment in favour of the Purchaser/s and/or his/her nominees at the time of the due execution and registration of the Absolute Sale Deed in favour of the Purchaser/s and/or his/her/their nominees but only after and subject to receiving all the amounts due and payable under this agreement from the Purchaser/s and/or his/her/their nominees.
- h) That the Owner/Developer shall carry out all such further acts, deeds and things as may be reasonably required under law to assure and ensure better title to the Purchaser/s in respect of the Schedule B Residential Apartment agreed to be sold to the Purchaser/s under this agreement.
- i) That the Owner/Developer will be responsible and liable for payment of any compensation to the Purchaser/s under RERA or any other enactment in respect of any defect in title / claim on title to the Schedule A Property which cannot be resolved by the them before the date of Absolute Completion of the Project.
- j) The Owner/Developer shall open and operate a Owner/Developer's Dedicated Account as defined in this Agreement and utilize the amounts deposited therein in the mode and manner as prescribed under Section 4(2)(l)(D) read with its proviso as defined under RERA.

16. **THE PURCHASER/S HEREBY COVENANTS WITH THE OWNER/DEVELOPER AS FOLLOWS:**

- a) That the Purchaser/s shall ensure that all payments due to the Owner/Developer under this Agreement shall be paid to them on or before a period of 15 days from the date on which a demand is raised on the Purchaser/s in writing by the Owner/Developer and communicated to them either through a letter/notice in writing to their address as mentioned in this Agreement or through Electronic mail to the email address provided by the Purchaser/s.

- b) That the Purchaser/s shall not raise any construction in addition to that mentioned in the Schedule B below and shall not use or permit the construction referred to in the Schedule B below in a manner which would diminish the value or utility in the property described in the Schedule A below or in any manner not permissible under law. However, the Purchaser/s has a right to make partitions or alterations within his/her/their apartment as long as it does not cause any structural damage to the Residential Building/s being constructed on the Schedule A Property.
- c) That the Purchaser/s and/or his/her/their nominees, agents or representatives shall not obstruct or cause hindrance to the construction of the residential building/s on the Schedule A Property at any time and in any manner whatsoever during the subsistence of this Agreement.
- d) That the Purchaser/s and/or his/her/their nominees shall not make any claim against the Owner/Developer with regard to any structural defects in respect of the Schedule B Residential Apartment or the Common Areas in the Project beyond the Defect Liability Period as defined.
- e) That the Purchaser/s or the occupier of the Schedule B Residential Apartment shall not by virtue of this agreement acquire any right of light or air, which may prejudice the pre-use of the owners/occupants of other residential apartments in the Project.

17. DUTIES AND RESPONSIBILITIES OF THE OWNER/DEVELOPER

- (a) The Owner/Developer shall, at his/its cost, be responsible to appoint an Architect/s, Engineers, Project Management Consultants and Contractors for construction, labour and equipment as required for the Project.
- (b) The Owner/Developer shall be responsible for preparing the working drawings and to make it available to the Allottees individually or to the Association of Allottees.
- (c) The Owner/Developer shall, at its cost, be responsible for obtaining the plan sanction, other clearances, permissions and licenses including the Commencement Certificate and Occupancy Certificate, from the relevant competent authorities/govt. agencies as per local laws for the Project and to make it available to the Allottees individually or to the Association of Allottees, as the case may be.
- (d) The Owner/Developer shall achieve "Absolute Completion" of the Project in all respects on or before a period of ___ years from the date of obtaining the commencement certificate

from the relevant competent authority subject to conditions Force Majeure as defined in this Agreement.

- (e) The Owner/Developer shall be responsible for the safety and security of equipment and the workmen on site and shall be responsible for obtaining such insurance relating to the workmen and the equipment on site at its cost to cover the entire tenure of the Project. Further, the Owner/Developer shall be fully responsible and liable for payment of salaries, wages and statutory payments, expenses accruing and arising out of accident/disablement/death relating to labour on site.
- (f) The Owner/Developer shall enable the formation of an Association of Allottees, by whatever name called, which shall be formed under any local law in force within a period of six months of the majority of Allottees, having booked their residential apartments, as the case may be, in the Project.
- (g) The Owner/Developer shall be responsible to obtain at their cost the Occupancy Certificate from the relevant competent authority as per local laws or other laws for the time being in force and to make it available to the Association of Allottees post completion of the Project.
- (h) The Owner/Developer shall execute a registered Deed of Absolute Sale and Conveyance in respect of the Schedule B Residential Apartment in the Project, in favour of the Purchaser/s along with the undivided proportionate title in the Common Areas to the Association of Allottees or competent authority, as the case may be, on obtaining the Occupancy Certificate from the relevant competent authority.
- (i) The Owner/Developer shall be responsible for any structural defects in respect of the Schedule B Residential Apartment or the Common Areas in the Project for a period of five (5) years from the date of obtaining the Occupancy Certificate for the Project, hereinafter called the Defect Liability Period as defined, from the relevant statutory authority and the Purchaser/s shall not have any claim for compensation against the Developer for any such defects thereafter. However, cracks in plaster being a natural phenomenon and any

damage to the buildings in the Project on account of natural disasters shall not be considered as a defect. Warranty for all other consumables or equipment like generators & lifts, will be provided by the respective manufacturers on their standard terms; The warranty contained herein shall not cover defects, damage, malfunction resulting from (a) misuse (b) modifications or repairs done by the owners or their successors-in-title, (c) cases of force majeure (d) failure to maintain the amenities/equipments in accordance with the Owner/Developer instructions if given in writing (e) accident, neglect.

- (j) The Owner/Developer shall be responsible and liable for payment of any compensation to the Purchaser/s under RERA or any other enactment in respect of any delay or default in the implementation of the Project before the date of “Absolute Completion” of the Project.

18. **DECISION ON PRICE :**

The decision of the Owners/Developer in respect of the price of the Schedule B Residential Apartment to be constructed is final and binding on the Purchaser/s and the Purchaser/s shall be entitled to seek for the execution of the sale Agreement and hand over of possession of the Schedule B Residential Apartment from the Owner/Developer only on payment of the basic sale price and consideration of Rs._____/ - (Rupees _____only) along with payment of additional charges and pass through charges as defined above in this Agreement, and subject to the other terms and conditions mentioned in this Agreement.

19. **DELAY/FORBEARANCE:**

Any delay or indulgence by the Owner/Developer in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s shall not be construed as a waiver on their part of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice their rights to take such necessary legal steps in this regard.

20. **EXPENSES RELATING TO STAMP DUTY AND REGISTRATION:**

The expenses relating to the registration such as Stamp Duty and registration fees etc., shall be borne by the Purchaser/s only and the expenses relating to the assuring of a clear and marketable title to the Schedule A Property and the Schedule B Residential Apartment shall be borne by the Owner/Developer only.

21. **ORIGINAL DOCUMENTS OF TITLE:**

The original documents of title relating to the Schedule A Property shall be kept in the custody of Owner/Developer and shall be offered for inspection to the Purchaser/s on their request and/or banks, financial institution, etc., to whom the Purchaser/s have applied for housing loans subject to sufficient prior notice. However, once the Association of Allottees is formed, the original documents of title relating to the Schedule A Property shall be handed over to the Association of Allottees who shall keep the original documents in its safe custody and offer the same for inspection as and when required after receipt of sufficient notice from any or all of the owners of residential apartments in the Project. The Owner/Developer has however on this day, handed over one set all the photo copies of the original documents of title relating to the Schedule A Property to the Purchaser/s. However, in case the Owner/Developer requires the original documents of title relating to the Schedule A Property for the purpose of creating an equitable mortgage by deposit of title deeds of the Schedule A Property in favour of banks, financial institutions, etc., for the purpose of raising finances for the Project, the Owners shall duly handover the original documents of title to the lending bank, financial institution, etc. However, the Owner/Developer shall duly ensure that the equitable mortgage created in favour of banks, financial institutions, etc., is fully redeemed before the completion of the Project and the original documents of title relating to the Schedule A Property are handed over to the Association of Allottees as and when the same is formed.

22. **COMMUNICATION:**

Any Notice and other communications provided for this Agreement shall be in writing and shall be first transmitted by facsimile/electronic transmission and then confirmed by a

recognized courier service or through RPAD in the manner as elected by the parties giving such notice to the following addresses:

a) In respect of the OWNER/DEVELOPER

i) Address :

ii) Email ID :

b) In respect of the PURCHASER/S

i) Address :

ii) Email ID :

23. SPECIFIC PERFORMANCE:

In addition to the other rights each of the parties herein has against the other relating to the matters mentioned above in this Agreement, each of the parties herein shall have the right to enforce specific performance of this agreement against the other.

24. DISPUTE RESOLUTION:

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

Any dispute between the parties which is outside scope of the RERA and the Rules, shall be referred to and be settled through Arbitration to be conducted in accordance with the Arbitration and Conciliation Act, 1996 by an Arbitrator mutually selected by the parties. The dispute shall be adjudicated in accordance with the Arbitration and Conciliation Act, 1996 as modified from time to time. The seat and venue of Arbitration shall be Bangalore. The Arbitration shall be conducted in English language.

25. COURTS OF COMPETENT JURISDICTION:

Subject to the Clause 24 above, the Courts at Bangalore and the relevant appellate courts shall exercise relevant jurisdiction of any matter of disputes or differences that may arise out of or due to any of the terms of this Agreement.

SCHEDULE A PROPERTY

All that piece and parcel of the residentially converted lands measuring an extent of 1 Acre 15 Guntas or 5323.29 sq.mtrs comprised Sy.Nos.36/1 & 37/1, Property No.150200401300600103 (assigned by the Panchayat Development Officer, Bhandapura Village, Doddabanhalli Village Panchayat, Bangalore East) situated at Bhandapura Village, Bidarahalli Hobli, Bangalore East Taluk and bounded on the:

East by: Sy.No.31/1 and remaining portion of Sy.No.37/1 of Bhandapura Village
West by: Remaining portion of Sy.No.36/1 of Bhandapura Village
North by: Remaining portion of Sy.No.36/1 of Bhandapura Village
South by: NH 4

SCHEDULE B RESIDENTIAL APARTMENT

Residential Apartment No._____ in the ____ floor of Tower ____in the Project known as “_____” to be developed on the Schedule A Property measuring a carpet area of _____sq.ft. along with the exclusive right to use and enjoy the balcony area of ____ sq.ft lying appurtenant to the said residential apartment/ exclusive terrace area of ____sq.ft. lying appurtenant to the said residential apartment/exclusive verandah area of ____sq. ft. lying appurtenant to the said residential apartment/exclusive garden area of ____sq. ft. lying appurtenant to the said residential apartment and the exclusive right to use and enjoy ____ number of covered car parking spaces in the Garage under Tower____ specifically earmarked for the sole use and enjoyment of the Purchaser/s. The Super Built up area of the Schedule B Residential Apartment is _____ sq. ft.

SCHEDULE – C: RIGHTS & OBLIGATIONS OF THE PURCHASER/S

(Details of the rights to the common passages, amenities and services conferred on the Purchaser/s herein and the other Purchaser/s of the Residential apartments in the Project)

1. Rights and liberty for each owner of the building and all persons authorised or permitted by the other owners of buildings (in common with all other persons entitled), permitted or authorised to the like rights at all times by day or by night, and for all purposes to go, pass and repass the staircase and the passage inside and outside the

Commercial cum Residential building constructed on the Schedule B Property. The Purchaser/s and the Purchaser/s of other residential apartments in the Project shall have equal rights to all common amenities and facilities built or provided for in the Project with restrictive covenants except the earmarked car parking spaces, earmarked garden spaces & earmarked terrace spaces, verandahs if any, allotted to others. The earmarked exclusive areas shall, however, be available when necessary for attending to any repairs, maintenance and/or clearing overhead/underground water tanks. The Common Areas as defined in the Project will be conveyed to the Association of Allottees post its formation and none of the Owners/occupants of the residential apartments in the Project shall place any obstructions or store or keep any articles in the Common Areas.

2. The right to adjacent and lateral support and shelter and protection from the other parts of the residential building/s being constructed on the Schedule A Property and its roof thereof. The Purchaser/s shall have the right to subjacent, lateral, vertical and horizontal support for the Schedule B Residential Apartment from the other parts of the residential building being constructed on the Schedule A Property.

3. Right to free and uninterrupted passage of running water, soil, gas, electricity from and to the construction through the sewers, drain and watercourses, cables, pipes and wires at any time hereinafter passing through the building or any other part thereof. The Purchaser/s shall have the right to free and uninterrupted passage of water, gas electricity, sewerage etc., from and to their apartments through the pipes, wires, sewer lines, drain and water courses, cables, pipes and wires which may at any time hereafter be in, under or passing through the Building/s or any part thereof or by the Schedule A Property. The Purchaser/s shall also have the right to lay cables or wires for Radio, Television, Telephone and such other installation, in any part of the Schedule B Residential Apartment for residential use however, recognizing and reciprocating such rights of the other owners of residential apartments in the Project.

4. Right to passage for each owner of a residential apartment and his agents or workmen to other parts of the building at all reasonable times including the area on which the water tanks are situated for the purposes of cleaning or repairing or maintaining the same. The Purchaser/s shall have the right of entry and passage for the Purchaser/s and/or Agents or workmen to other parts of the Building at all reasonable times after notice to enter into and upon other parts of the Building for the purpose of repairs or maintenance of the Schedule B Residential 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/occupiers of residential apartments in the Project and making good any damage caused to such other Owners/occupiers of residential apartments in the Project.

5. Right to passage for each owner of a apartment and other Owners of apartments and his agents or workmen to the other parts of the buildings at all reasonable times, on notice to enter in or upon other parts of the buildings for the purpose of repairing, cleaning, maintaining or renovating and causing as little disturbance as possible and making good any damage.

6. Right to lay cables or wires through common walls, ducts or passages for telephone installations/ data cables / DTH etc, however, respecting the equal rights of others in respect of the same.

7. The right for the Owners of apartments, their servants, workmen and others at all reasonable times on notice to enter into or upon other parts of the building/s for the purpose of repairing, maintaining, renewing, altering or rebuilding the construction referred to in Schedule B above or any part of the building giving subjacent and lateral support, shelter or protection to the Schedule B Residential Apartment.

8. The right to do all or any of the acts mentioned in Clause 7 above without any notice in the case of emergency.

OBLIGATIONS OF THE PURCHASER/S

1. The Purchaser/s hereby undertake/s to become a member of an Association of Allottees and abide by its rules and regulations in order to ensure that in respect of common amenities all expenses like repairs and maintenance, insurance, fees, corporation taxes, levies, electricity and water charges, deposits with Electricity Board, Water Supply and other departments are met proportionately and for this purpose to introduce suitable conditions and stipulations in its bye-laws, rules and regulations. Such an association as and when formed also be responsible for taking the necessary steps and precautions to ensure safety of the common amenities and facilities including the provision of firefighting equipment etc.,
2. The Purchaser/s hereby also undertakes to execute and register a Agreement of declaration as required to be made under the provisions of the Karnataka Apartment Ownership Act, 1972 along with the other apartment Owners or any document as required under the Karnataka Societies Registration Act, 1960 or any other local law under which the Association of Allottees will be formed and when called for to do so by the Owner/Developer The Association of Allottees formed by the Purchaser/s of residential apartments in the Project herein shall take all the necessary steps to prepare the Deed of Declaration or any other document or Agreement and get it signed by all the apartment Owners and register the same with the Sub-Registrar exercising relevant jurisdiction.
3. The Purchaser/s in proportion to his /her/their share of carpet area in the Project contained in the Schedule B Residential Apartment along with other Purchaser/s in proportion to their share of carpet area in the Project purchased/to be purchased by them in the Project have accepted the following conditions and have agreed to fulfill the obligations mentioned below and contracted to bear the following COMMON EXPENSES:

a) The Purchaser/s shall duly pay the propionate share of costs and expenses as mentioned below from the date of dispatch of the intimation from the

Owner/Developer, that the Apartment is ready for taking possession of the Schedule B Residential Apartment or from the date of execution of Sale deed, whichever is earlier. The below said amounts shall be paid by the Purchaser/s without raising objections thereto regularly or punctually to the maintenance team/ Owner/Developer as the case may be.

b)Proportionate share of costs and expenses including the incidental charges and the deposits payable to BESCO/KPTCL, Water Supply and Sewerage Board towards the electrical, water and sanitary connections, service charges, utility charges, amenity charges, proportionate cost of captive power utilised for the generator, other taxes, levies, property tax, expenses incurred for property tax assessment, GST and any other taxes. at the rates in force as fixed by the statutory authority/ies responsible for collection of the same from time to time in respect of the Schedule B Residential Apartment.

c)Maintenance deposits and/or charges and the taxes levied thereon as fixed by the Owner/Developer from the date of completion of construction of the residential buildings on the Schedule A Property as certified by the Project Architect and as fixed later on by the Association of Allottees as and when formed.

d)Expenses towards insurance, routine maintenance and upkeep of common amenities and facilities and expenses incurred towards painting, white washing, cleaning etc, of the Common Areas in theProject.

e)Maintenance, upkeep and insurance of lifts, pump sets and other machineries and equipments, sanitary and electrical lines and the taxes levied thereon common to the building.

f)Payment of the electrical and water charge for common services.

g)Replacement of bulbs and electrical fittings in corridors and common passages and lobbies.

h)Expenses incurred towards the services provided by watchmen, lift-operators, pump-operators, Gardner, Estate Manager, House Keeping persons, electricians, plumber and other security personnel and other office personnel.

Till such time the association is formed and registered, the services mentioned above will be carried out/rendered by the Owner/Developer and thereafter, the decision taken by the majority of the Purchaser/s and the interpretation of the clauses given by the majority of the Purchaser/s shall prevail over the views/interpretations of individual or minority of the Purchaser/s.

4. No individual Purchaser/s and/or a minority group of Purchaser/s shall refuse to pay towards the maintenance of common amenities, facilities and services and/or repairs to

and replacement of machinery employed for operating the common amenities whether or not they make use of such amenities or facilities or services

5. Should the Purchaser/s default in making payments due for any expenses relating to maintenance of the "Common Areas" in the Project, the Owner/Developer or the "Association of Allottees" shall have the right to remove such common benefits or amenities, facilities, services including electricity and water connection provided for the use and enjoyment of the Purchaser/s.
6. Not to interfere with, disrupt or damage the pipes, cables, water lines or any other equipment meant for the common use of the Owners of apartments in the Project laid or passing through at any time or in any manner whatsoever.
7. Not to change the landscape already designed and implemented by the Owner/Developer.
8. The Purchaser/s shall maintain at their cost the said apartment and parking space in good condition, state and order and shall abide by all the laws and regulations of the Government, Bruhat Bangalore Mahanagara Palike (BBMP), Bangalore Development Authority(BDA) and any other duly constituted planning authority from time to time in force, and answer and be responsible for all notices or violations and of any of the terms and conditions in the Sale deed, from the date of execution of the sale Agreement and/or handing over possession of the Schedule B Residential Apartment, whichever is earlier.
9. The Purchaser/s shall use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in the Project in common with the other Owners of residential apartments in the Project 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 generator, etc., and to use the same as aforesaid and/or in accordance with the Rules, Regulations, Bye-Laws and terms of the Association to be formed by or among the Apartments Owners in the building.
10. The Owner/Developer herein is developing on the Schedule A Property a club house and a landscape garden as a part of the Common Areas in the Project on the Schedule A Property. The Owner/Developer, assures to hand over possession of the said Common Areas in the Project to the Association of Allottees on or before _____ although each phase may be registered separately under RERA since the Schedule A Property on the basis of which the master plan has been sanctioned cannot be divided by the metes and bounds according to the phases under RERA. The Purchaser/s herein agrees and confirms that he/she/they shall not be entitled to refuse to take the possession of the said Schedule B Residential Apartment on the ground of non completion of the aforesaid common amenities.
11. That the Purchaser/s further agrees that even where Practical Completion of works has been achieved, only after receiving the Occupancy Certificate from the competent

authority vacant possession of the said Schedule B residential apartment shall be delivered to the Purchaser/s. However, if the Owner/Developer is not allowed by the Purchaser/s or any person on his/her/their behalf to complete the remaining portion of the works it shall be accepted by and between the parties that the remaining works shall be deemed to have been completed by the Owner/Developer.

12. The Purchaser/s shall permit the Owner/Developer or the Association of Allottees with or without workmen at all reasonable times to enter into and upon the Schedule B Residential Apartment or any part thereof for the purpose of repairing, maintaining, re-building, cleaning and keeping in order and condition all services, drains, structures or other conveniences belonging to or servicing or use for 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 off the supply of water and electricity etc., to the Schedule B Residential Apartment as the case may be who have defaulted in paying the monthly maintenance and other charges.
13. The Purchaser/s shall be responsible for cleanliness and upkeep of the common area and shall not allow littering; dirtying and overgrowing grass and the Association of Allottees shall have the right to impose fines and penalties on the Purchase in case of breach in this regard.
14. For any modifications/alterations or repair work to the exterior of the building or any changes in/ openings into the common area, the Purchaser/s or the Association must seek written permission from the Owner/Developer. However, if the Owner/Developer does not respond to the same within 30 (Thirty) days from the date of issue of the relevant letter by the said Association, it will be assumed that the Owner/Developer has no objections to the same and the Purchaser/s may go ahead with the said modifications/alterations. The Owner/Developer shall have the sole discretion to accede to or refuse the request from the Purchaser/s.
15. The Purchaser/s hereto agree that the rights along with the restrictions and obligations as agreed and contained in this Agreement shall form a part of all agreements entered into with any subsequent Purchaser/s of individual apartments in the Project.
16. The Purchaser/s shall co-operate with the other Owners and/or Occupants of apartments in the Project and the Owner/Developer in the management and maintenance of the Common Areas in the Project
17. The Purchaser/s shall observe the rules and byelaws framed from time to time by the Association of Allottees / Owner/Developer and the circulars/ notices issued by the Association of Allottees/ Owner/Developer relating to the maintenance and upkeep of all the Common Areas, amenities and facilities in the Project.

SCHEDULE – D: RESTRICTIONS ON THE RIGHTS OF THE PURCHASER/S

Each owner of a Residential Apartment in the Project so as to bind himself/herself/themselves to his/her/their successors, executors, administrators, legal representatives and assignees with the intention of promoting and protecting his rights and interests as the owner of the construction referred to in the Schedule B above and in consideration of covenants of each owner of a Residential Apartment in the Project binding on the other Owners of apartments in the Project agree to be bound by the following covenants.

1. Not to raise any construction in addition to that mentioned in the Schedule Babove.
2. Not to use or permit the construction referred to in Schedule B above in a manner which would diminish the value or utility in the property described in Schedule B above or any construction made thereon.
3. Not to use the Common Areas in the Project for parking any heavy vehicles or to use the same in any manner which might cause hindrance for the free ingress or exit from any part of the construction.
4. Not to default in the payment of her/his share of any taxes or levies or expenses to be shared by all the Owners of the residential apartments in the Project in respect of the Common Areas.
5. Not to decorate the exterior of the Schedule B Residential Apartment otherwise than in a manner agreed to by the other Owners of the apartments in the Project or by the Association of Allottees as and when formed.
6. Not to cause change / modification in elevation of the residential building/s being constructed on the Schedule A Property.
7. Not to make any arrangement for the maintenance of the commercial cum residential building being constructed on the Schedule B Property other than those agreed to by all other Owners of apartments and in the event of failure of all the Owners agreeing to any arrangement, by the majority of the Owners.
8. The parking space allotted for any Purchaser/s of a residential apartment in the Project in the Garage or uncovered and unenclosed car parking space/s situated in the open areas of the Project shall be used for parking their cars respectively by him/ them or their duly authorised servants and shall not be used for any other purpose. The other Owners of the apartments who have not been allotted parking space/sin the Garage or uncovered and unenclosed car parking space/s situated in the open areas of the Project shall not park their cars in the parking space earmarked for the Schedule B Residential Apartment. The car parking spaces in the Garage or uncovered and unenclosed car parking space/s situated in the open areas of the Project allotted for any owner/ occupant of an apartment in the Project:-
 - (i) shall not be rented/ leased/ transferred to any outsider who does not own a residential apartment in the Project, but the same can be rented/

- leased/ transferred to other Owners of residential apartments in the Project.
- (ii) Will not allow for anyone to reside in the car parking spaces.
 - (iii) Will not store material in the car parking space.
 - (iv) Will not park more than one single car in the car parking slot, unless it has been clearly allotted as a double or linked car park.
 - (v) Will not to park his/her car/s on the pathway or open spaces or the Garage of the Projector at any other place except the space allotted to him or her.
9. Not to seek change of name of the Project named as "VARIO HOMES" being constructed on the Schedule A Property.
10. Not to damage or demolish or cause to be damaged or demolished, the Common Areas or any part thereof in the Project or the fittings and fixtures affixed thereto.
11. Every Purchaser/s shall use the lifts provided for in the Project to be developed on the Schedule A Property will be only used as passenger lifts and no heavy goods or luggage will be transported there under.
12. Not to do or cause anything to be done in or around the Schedule B Residential Apartment or any portion thereof which may cause or tend to cause or tantamount to cause or effect any damage to the flooring or ceiling or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
13. Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.
14. Not to store or bring and allow to be stored in the Schedule B Residential Apartment or any portion thereof any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the building or any portion of any fittings or fixtures thereof including windows, doors, floors etc in any manner.
15. Not to use or allow to be used, the Schedule B Residential Apartment or any portion thereof for any noisy, offensive or dangerous trade or pursuit or for any purpose which may or is likely to cause nuisance or annoyance to the other Owners and occupants of residential apartments in the Project and shall not allow or permit the use of the Schedule B Residential Apartment as a boarding house or a meeting place or for commercial/industrial activities or for any illegal or immoral purpose whatsoever.
16. Not to do any act or thing that may adversely affect the aesthetic appearance/ beauty of the Schedule B Residential Apartment or the residential building/s being constructed on the Schedule A Property

17. Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, lounges or any external walls or the fences of external doors and windows including grills of the Schedule B Residential Apartment which in the opinion of the Owner/Developer differs from the colour scheme of the building or deviation or which in the opinion of the Owner/Developer may affect the elevation in respect of the exterior walls of the residential building/s being constructed on the Schedule A Property
18. Not to install grills in the Schedule B Apartment, the design of which has not been approved by the Architect/s of the Project.
19. The Purchaser/s shall not put up any hoarding, name plates sign-boards, graffiti etc., in any place other than that demarcated and allotted by the Owner/Developer or Managing Committee of the Association of Allottees as and when formed.
20. The occupants of the Apartments in the Project shall maintain privacy as far as possible and shall not trespass into mutually allotted premises. The movement into each of the premises can be regulated by the Owner/Developer in the interest of all the occupants.
21. The Purchaser/s agree that the earmarked garden area on the ground floor and the earmarked terrace rights/space, allotted shall be to the exclusive use of the any Purchaser/s shall be earmarked exclusively for their use and the Purchaser/s of other residential apartments in the Project shall at no time after the completion of the Project and formation of the Association of Allottees, claim any right thereto or deprive such Purchaser/s of the said garden space or the terrace area. However such Purchaser/s shall provide all necessary access for repairs to water lines, sewage lines, chambers, water tanks, power lines, panels boards or any other services
22. Not to do, or permit to be done, any act or thing which may render void, or make voidable, any insurance in respect of any part of the Schedule B Residential Apartment or cause increased premium to be payable, in respect thereof if the Project is insured.
23. Not to use the Schedule B Residential Apartment or any part thereof for any activity prohibited by law or permit the same to be used for any purpose whatsoever other than for the purpose of residence.

IN WITNESS WHEREOF THE PARTIES ABOVENAMED HAVE SIGNED AND EXECUTED THIS AGREEMENT TO SELL ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE WITNESSES ATTESTING HEREUNDER.

WITNESSES

- 1.

OWNER/DEVELOPER

2.

PURCHASER/S

ANNEXURE-I

SPECIFICATIONS RELATING TO CONSTRUCTION: