

COMMENTS:

- (i) **RERA- separate registration for developer and owner so that apartment is identified as owner share/developer share**
- (ii) **In agreement between Dev and Owner, add a clause that if an allottee cancels, then owner shall be liable for the refund. To the extent the dev still retains a part of the owners share, and uses that to pay for the refund, such amount will be deducted from the final payable from the dev to the owner.**

AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") is executed on this _____ day of _____, 20____, at _____ (Karnataka),

By and Between

- (i) SHRI. R.MADHU
S/o Shri R. Radhakrishna Rao,
Aged about 40 years,
Residing at Shri Vijayaraja Estate,
Chokkanahalli Village,
Bengaluru – 560 064
[PAN - AFCPR3131C]

hereinafter called as the "OWNER" (which expression shall, wherever the context so requires, be deemed to mean and include his heirs, legal representatives, administrators and assigns);

- (ii) M/s Vajram Estates Private Limited
A company incorporated under the Companies Act
1956 having its registered Office
At No.3/28/54/1, Brindavan Gardens,
Guntur-522006.

, represented by its authorized signatory,

(Aadhar no. _____) authorized vide board resolution dated _____, hereinafter referred to as the "**Developer**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assignees);

The Owner and Developer are jointly referred to as "Promoter" and are the Party of the First Part

AND

[If the Allottee is a company]

_____,
(CIN no. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____

_____,
(PAN _____), represented by its authorized signatory, _____ (Aadhar no. _____),
duly authorized vide board resolution dated _____, hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assignees).

[OR]

[If the Allottee is a Partnership]

_____,
a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____

_____,
(PAN _____), represented by its authorized partner, _____ (Aadhar no. _____),
authorized vide _____, hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors, administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the Allottee is an Individual]

Mr./Ms. _____ (Aadhar no. _____),
son/daughter/wife of _____, aged
about _____ years, residing at _____

_____,
(PAN _____), hereinafter called the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

[If the Two Allottees as Individuals]

1. Mr./Ms. _____ (Aadhar no. _____),
son/daughter/wife of _____, aged about
_____ years, residing at _____,
_____,
(PAN _____) and 2. Mr./Ms. _____
_____ (Aadhar no. _____), son/
daughter/wife of _____, aged
about _____ years, residing at _____,
_____,
(PAN _____), hereinafter jointly and severally referred to as
the “**Allottee**” (which expression shall unless repugnant to the context or meaning
thereof be deemed to mean and include his/her/their heirs, executors, administrators,
successors-in-interest and permitted assignees).

[OR]

[If the Allottee is a HUF]

Mr. _____ (Aadhar no. _____),
son of _____, aged about _____
years, for self and as the Karta of the Hindu Joint Mitakshara Family known as
_____ HUF, having its place of
business / residence at _____,
_____,
(PAN _____), hereinafter referred to as the “**Allottee**” (which
expression shall unless repugnant to the context or meaning thereof, be mean and the
members or member for the time being of the said HUF, and their respective heirs,
executors, administrators and permitted assignees).

[Please insert details of other Allottee(s), in case of more than one Allottee]

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

DEFINITIONS:

For the purpose of this Agreement for Sale, unless the context otherwise requires:-

- (a) “Act” means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- (b) “appropriate Government” means the State Government of Karnataka;

- (c) "Section" means a section of the Act;
- (d) "Rules" means the Real Estate (Regulation and Development) Rules, 2017 for the State of Karnataka;
- (e) 'Agreement' shall mean this Agreement to Sell, which is executed by and between the Promoter and the Allottee;
- (f) 'Carpet area' shall have the meaning as set forth in the Act.
- (g) 'Common Areas' shall mean the areas in the complex, which are used by all the occupants for common use and counted towards computation of Total saleable area of the Apartment;
- (h) 'Offer for Possession for fit outs' shall mean the date on which according to Promoter the building /block in which the Apartment is booked has been completed and being fit for occupation and the application for occupation certificate has been moved before the competent authority;
- (i) 'Date of Possession' shall mean the date on which the actual physical possession is taken or deemed to have been taken by the Allottee on receipt of occupation certificate;
- (j) 'Physical Possession' shall be deemed to have been taken when the keys to the Unit are collected by the Allottee from the Promoter;
- (k) 'Booking Amount' shall mean such amount paid by the Allottee at the time of booking the apartment and shall be at least INR 1,00,000/-;
- (l) 'Maintenance Agency' shall mean the Promoter or any association/ body/ condominium of association of apartment owners or any other nominee/ agency/ association or other body as may be appointed/nominated by the Promoter from time to time for the maintenance and upkeep of the said apartment in the said Complex;
- (m) 'Maintenance Agreement' shall mean the agreement, which is executed for the purposes of providing the Maintenance Services to the Allottee(s) and users;
- (n) 'Total saleable area' shall mean and include the covered area, inclusive of the area enclosed by the periphery walls, area under the columns, semi built walls, half of

the area of walls common with other premises, area utilized for the Services viz. area under staircases, circulation area, lifts, shafts, passages, corridors, lobbies and refuge areas, common toilets, security rooms, staff shelters, machine rooms, all electrical, plumbing and fire shafts, AHU's, power back up, generator room, pump room, fire tank, hydrants, estate office, BMS Services and pantries or any other areas which have been paid for or constructed by the Promoter and handed over to association of apartment owners forever for common use and have been calculated and computed in fixing Total aleable area of the Apartment but excluding all/any areas retained as assets of the Promoter, not calculated in the computation of Total saleable area while fixing the total price and deciding about Total saleable area under this agreement. If any time in future, the Allottee/any association of apartment owners wants to take over any of such retained assets of the Promoter for self use and enjoyment or requirement, it will be taken or included on mutually negotiated terms of settlement/ sale/ possession/lease/license etc. under a written arrangement only;

- (o) 'Services' shall mean the facilities provided by the Maintenance Agency in accordance with the terms of the Maintenance Agreement;
- (p) Use of the singular shall include the plural and vice-versa and any one gender includes the other genders and any reference to person(s) includes natural persons, firms, partnerships, companies and corporations;
- (q) The clause headings are included for convenience only and shall not affect the interpretation of this Agreement;
- (r) The Schedules/Annexures form part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the Schedules/annexures.

WHEREAS:

- A. SHRI. R.MADHU S/o Shri R. Radhakrishna Rao, Aged about 40 years, Residing at Shri Vijayaraja Estate, Chokkanahalli Village, Bengaluru – 560 064 (“The Owner”) is the absolute owner of all that piece and parcel of immovable property described in the Annexure-1 hereunder and hereinafter referred to as the “Composite property”;

- B. The Composite property is carved out of lands in Survey Nos. 58 & 61 (new Survey No. 61/1) of Chokkanahalli Village, Yelahanka Hobli in Bengaluru North (Additional) Taluk. Originally the lands in Sy. Nos. 58 and 61 of Khayam Gutta Chokkanahalli Village, Yelahanka Hobli in Bengaluru North (Additional) Taluk were owned and possessed by one Mr. Srinivasa Rao, along with other properties. He transferred the entire extent of his holding in the said Sy. Nos. 58 and 61 in favour of his elder sister Mrs. Achamma, w/o late Krishna Rao, under a registered deed of absolute sale executed on 16.08.1925 registered as Document No.533/1925-26. This registered instrument dated 16.08.1925 was the Mother Deed in respect of the above parcels of land.
- C. The total extent of land holdings in the said Sy. Nos. 58 and 61 of Chokkanahalli village are 05 Acres 39 Guntas and 06 Acres respectively. Mrs. Achamma held, possessed and enjoyed the same, from the date of her purchase of the said land as the absolute owner.
- D. Mrs. Achamma was blessed with one son, Mr. C. Rama Rao and three daughters, by name Mrs. Rama Bai, Mrs. Krishnaveni and Mrs. Indira Bai; and her said three daughters were given in marriage and were well settled in their respective matrimonial houses. Mrs. Achamma also got her son given in marriage to Mrs. Chandravathi Bai. Mrs. Achamma, her said son - Mr. C. Rama Rao and her daughter-in-law Mrs. Chandravathi Bai, were living together. Mr. C. Rama Rao and Mrs. Chandravathi Bai begot six children, namely (1) Mr. Radhakrishna Rao (2) Mr. Madhava Rao (3) Mr. Krishna Murthy and three daughters. Mrs. Achamma settled her various immovable properties in favour of her grandsons - Mr. Radhakrishna Rao, Mr. Madhava Rao, Mr. Krishna Murthy and her daughter-in-law Mrs. Chandravathi Bai, w/o Mr. C. Rama Rao, under a registered settlement deed executed on 10.07.1955 registered as Document No. 2201/1955-56. Since the grandsons of Mrs. Achamma were minors at the time of execution of the settlement deed, Mrs. Chandravathi Bai, w/o Mr. C. Rama Rao, was made as guardian of the above properties; and under the said

settlement deed dated 10.07.1955, various properties were settled in the name of the said three grandsons of Mrs. Achamma. Thus, Mr. Radhakrishna Rao - the grandson of Mrs. Achamma, acquired 05 Acres 39 Guntas in Sy.Nos.58 and 6.00 Acres in Sy.No.61 among other items of Chokkanahalli Village under 'A' schedule in the said registered settlement deed. Mrs. Chandravathi Bai, being the guardian of the entire property holding on behalf and in the name of her then minor son, came into exclusive possession of the said extent of land in Sy.Nos.58 and 61 of Chokkanahalli village till the said minor owner attained majority.

- E. The erstwhile Government of Mysore brought about an enactment known as the Mysore (Personal and Miscellaneous) Inams Abolition Act, 1954 (for short, “the Inam Act”) with a view to abolish all the Jodi Inams. Since, Chokkanahalli village was a Jodi Inam village, a notification was issued under Section 1(4) of the Act vesting the entire Chokkanahalli village, including Sy.Nos.58 and 61, with the Government free from all encumbrances. The consequences of vesting are explained under Section 3 of the Act, which states that; all pre-existing rights, in whatever mode acquired prior to vesting, are extinguished by operation of law and statutory right is reserved to those persons who were cultivating the land either as Inamdar or as tenant under the Inamdar, to make an application before the Special Deputy Commissioner for Abolition of Inams for conferment of fresh title, who is the authority constituted under the Act to decide the rights of the occupants/holders of land either to grant or refuse to grant of occupancy rights after the vesting. Accordingly, Mrs. Chandravathi Bai, who was the guardian of then minor son R. Radhakrishna Rao, applied to the Special Deputy Commissioner for Abolition of Inams, who granted occupancy rights for Sy.Nos.58 and 61 of Chokkanahalli village measuring 05 Acres 39 Guntas and 06 Acres respectively, in favour of Mr. R. Radhakrishna Rao, through minor guardian Mrs. Chandravathi Bai in Case No.INA 24 and 27 of 1956-57.
- F. Under the scheme of the Inam Act; among other things, an Inam Register in Form No. VIII, would be maintained by the revenue authorities recording the names of those persons to whom occupancy rights are granted in the village by

the Special Deputy Commissioner for Abolition of Inams. The entry in the said Inam Register is an evidence of grant of occupancy rights under the Inam Act. An endorsement to the effect of confirmation of grant of occupancy rights would also be issued by the Inam authorities in favour of the person to whom occupancy rights are granted. In the case of then minor, R. Radhakrishna Rao his guardian Mrs. Chandravathi Bai represented him. Thus, then minor R. Radhakrishna Rao was conferred with fresh title, represented by their natural guardian Chandravathi Bai, over the said extent of land in Sy.Nos.58 and 61 of Chokkanahalli Village by the Special Deputy Commissioner for Abolition of Inams. The revenue authorities, accepting the said title conferred on R. Radhakrishna Rao, represented by his guardian and herself Chandravathi Bai, certified the Khatha and revenue entries, vide M.R.No.22/1965-66. Once Khatha is accepted in the name of R. Radhakrishna Rao, represented by his guardian Mrs. Chandravathi Bai, the other civil consequences followed and the records like re-survey settlement, Akarband and record of rights were built-up in the name of minor R. Radhakrishna Rao, represented by Mrs. Chandravathi Bai, by the revenue authorities. These revenue records clearly show that the extent of land holding in Sy. Nos. 58 and 61 are 05 Acres 39 Guntas and 06 Acres respectively and that the boundaries enclosing the said extent are also ascertained and found to be correct by the survey authorities. Once Mr. R. Radhakrishna Rao became major, Mrs. Chandravathi Bai, who was until then acting as guardian of Mr. R. Radhakrishna Rao, withdrew herself from guardianship and they took charge of their respective estate.

- G. Thus, Mr. R. Radhakrishna Rao has become the absolute owner of lands measuring 05 Acres 39 guntas in Sy. No. 58 and 06 Acres in Sy.No.61, totally measuring 11 Acres 39 guntas situated at Chokkanahalli Village. Based on the above mentioned settlement deed, the revenue authorities have transferred the revenue records in the name of Mr. R. Radhakrishna Rao, vide MR No.11/1972-73. The said Mr. R. Radhakrishna Rao has been paying the land revenue to the Government in respect of his above holdings. The name of Mr. R. Radhakrishna Rao was continuously shown as the holder and cultivator of the said extent of

land in Sy.Nos.58 & 61 and he continued possession and enjoyment of the said property, as lawful owner.

- H. Mr. R. Radhakrishna Rao applied for conversion of above lands from agriculture to non-agricultural residential use to an extent of 04 Acres in Sy.No.58 and 05 Acres in Sy.No.61 and the same was granted by the Special Deputy Commissioner, Bengaluru District, vide O.M. No. ALN (NAY) SR: 229/2007-08 dated 12.01.2009.
- I. On 19.03.2015, the said Mr. R. Radhakrishna Rao gifted the converted land measuring 20 guntas in Sy. Nos. 58 and 02 Acres 17 guntas in Sy.No.61/1 (Sy.No.61 before sub-division) under a registered Gift deed, vide document No.6989/2014-15, to his son Mr. R. Madhu, the Owner herein. The said Mr. R. Madhu thus acquired the ownership and lawful possession of the land measuring 20 guntas in Sy.Nos.58 and 02 Acres 17 guntas in Sy.No.61/1 of Chokkanahalli Village, the composite property herein. Based on the gift deed, revenue entries were also transferred in the name of Mr. R. Madhu and BBMP Khatha also stands in his name.

On 07.08.2017, the Owner herein entered into a joint development agreement with M/s Vajram Estates Private limited, vide document No. 2023/2017-18, stored in CD No. GMRD133, Book-I registered in the Office of the Senior Sub-Registrar, Gandhinagar (Ganganagar), Bengaluru. To facilitate the said joint development agreement, the Owner also executed a registered General Power of Attorney, vide document No.180/2017-18 in favour of M/s Vajram Estates Private limited.

- J. The Owner and the Developer have envisaged a scheme for the development of the by the construction thereon of a multi-storied residential apartment complex in the name and Style "VAJRAM NEW TOWN – Phase-1" comprising of several apartment units of various dimensions with common area amenities and facilities (referred to herein as "the Project" or "Complex") and have executed a Joint Development Agreement dated 07.08.2017, registered as document

No.2023/2017-18 in the office of the Senior Sub-Registrar, Gandhinagar (Ganganagar), Bengaluru.

- K. The Owner has also executed a General Power of Attorney dated 07.08.2017 registered as Document No. 180/2017-18 in the Office of the Senior Sub-Registrar, Gandhinagar (Ganganagar), Bengaluru, in favour of the Developer, to develop the composite property; and inter alia, sell 66% of the undivided share, right, title and interest in the composite property corresponding to the Developer's entitlement of 66% of the total built-up area in the Project in the form of residential apartment units;
- L. Under the aforesaid Joint Development Agreement dated 07.08.2017, the Developer is entitled to convey in favour of prospective purchasers, 66% of the total Total saleable area in the Project in the form of residential apartment units and appropriate the total sale consideration in respect thereof.
- M. Under a Sharing Agreement dated _____ executed between the Owner and the Developer, the Apartment forming the subject matter of this Agreement to Sale has been allocated to the share of the Developer/Owner;
- N. The Allottee has fully satisfied himself about exclusive, irrevocable and unequivocal right of the Promoter to develop, construct, launch, market, and sell in whole or in part etc., the said Project as well as the approvals/consents/license granted by the BBMP and/or any other Authority as required and the competency of the Promoter. The Allottee has done due diligence on the associated rights, capabilities and ability of the Promoter to develop the said Complex. The Allottee understood all the limitations and obligations of the Promoter with respect to the same as well as provision of external and social infrastructure limitation of the Promoter.
- O. The Allottee understands and acknowledges that the Promoter shall carry out the internal development within the said Complex only, which inter alia, includes laying of roads, water lines, sewer lines, electrical lines etc., however, it is understood that external linkages for these services beyond the periphery of the

said Complex and/or the Project, such as water lines, sewer lines, storm water drains, roads, electricity, horticulture and other such integral services are to be provided by the State Government and/or the local authorities and the Promoter would not be liable for delay in or non-providing of such external linkage to the Complex/Project on the part of State Government and/or the local authorities. The Allottee further understands and acknowledges that as and when the State Government and/or the local authorities provide the external linkages for these services, the Allottee shall also pay such proportionate charges including the facilitation charges as may be incurred by the Promoter for completing the external connections for all or any of the above services as well as the additional infrastructure required to be laid, if any.

- P. The Allottee is also aware of the risk perceptions and price fluctuations which are related to real estate sector, the Indian economy in general and this area and the said Complex in particular.
- Q. The Allottee after fully satisfying himself about the right, title, location, possession, interest, competency and limitations of the Promoter in the said Land/Said Complex has shown interest in the Said Complex and had approached the Promoter for provisional registration for allotment of a residential apartment in the said Complex vide its Application dated _____ (“Said Application”).
- R. In pursuance of the aforesaid Application, the Promoter has provisionally allotted an Apartment, bearing Unit No. _____, at Floor _____, having tentative Total saleable area admeasuring _____ square feet (_____ square meter), Carpet area _____ square meter, exclusive terrace areas _____ square feet (_____ square meter), exclusive stilt/basement parking no. _____, admeasuring _____ square feet, and proportionate undivided right in the common areas in the said Land/said Complex (hereinafter referred to as the said “**Apartment**”), as per the area, rates, applicable charges and the Payment Plan opted by the Allottee in the said Complex, more particularly described in **Schedule A** and the floor plan of the said Apartment is annexed hereto and marked as **Schedule B**.
- S. The Carpet Area and Total saleable area of the said Apartment mentioned in this Agreement are tentative and is subject to change till the date the said Apartment is completed in all respects and occupation/part-occupation certificate is granted by the competent authority and thereafter the Promoter shall confirm

the final carpet area and Total saleable area of the said Apartment as per filing of deed of declaration after area audit. The consideration and other charges, calculated herein, are on the basis of tentative Carpet Area and Total saleable area of the said Apartment. The said Carpet Area and Total saleable area may be increased or decreased on completion of the said Apartment, and as such, these amounts may be proportionately changed keeping in view of the increase or decrease in the Carpet Area and Total saleable area of the said Apartment. However, the confirmed Carpet Area and Total saleable area and the price of the said Apartment shall be incorporated in the Conveyance Deed to be executed subsequently.

- T. The Allottee acknowledge, understand and agree that the proportionate share/right in common area and facilities will be limited only to the ----- the said Complex only and a **separate deed of declaration for the said Complex only will be filed under the provisions of the Karnataka Apartment Ownership Act, 1972,** as applicable, and the Allottee does not have any such right in common areas and facilities in the remaining residential group housing colony or the remaining area of the Project Land.
- U. The Allottee further acknowledge, understand and agree that timely payments of the installments as may be demanded by the Promoter towards payment of the Total Price shall be of the essence of the contract between the parties, and further undertake to make timely payments as and when demanded by the Promoter, otherwise development of the said Complex would suffer due to non-payment of the due installment(s) on its part and will result in delay in handing over possession of the said Apartment.
- V. The Allottee hereby undertakes that he/she shall abide by all laws, rules, regulations, policies, notifications, terms and conditions of Central Government, Karnataka Government, Karnataka Urban Development Authority, Local Bodies, Taxation, Environment, Fire, Explosive, Ground Water, Excise, the **Karnataka Apartment Ownership Act, 1972 etc.,** the Real Estate (Regulation and Development) Act, 2016 and any alteration(s)/ amendment(s) /modification(s) thereto, and shall be liable for defaults and/or breaches of any of the conditions, rules or regulations as may be applicable to the said Complex.
- W. The Allottee agrees that this Agreement along with the terms and conditions contained in the said Booking form/Application constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, correspondences, arrangements whether written or oral, if any, between the parties hereto. The

terms and conditions contained in the said Application shall continue to be binding on the Allottee save and except in case where the terms and conditions of the said Application are at variance with the terms and conditions of this Agreement in which case the terms and conditions of this Agreement shall prevail and supersede.

- X. The Allottee has demanded from the Promoter and the Promoter has allowed the Allottee to inspect all records relating to the rights and title of the Promoter to construct, market, sell and convey the interest agreed to be transferred hereunder in the said Complex and various approvals granted by the competent authorities in favour of the Promoter, sanctioned layout plan and building plans, which are tentative and subject to revision. The Allottee has confirmed that it is fully satisfied in all respects, with regard to the right, title and interest of the Promoter in the said Complex and there shall be no re-investigation/ objections by it in this regard. Furthermore, the Allottee understands that by executing this Agreement, it would be deemed that the Allottee has completed its due diligence to its entire satisfaction, including, inter alia, in respect of the representations made by the Promoter. The Allottee acknowledges and agrees that the Promoter shall be free in its absolute discretion, as and when it deems fit, to construct additional residential group housing part of the said Project, subject to the license terms, and the Allottee shall have no objection of whatsoever nature in this regard.
- Y. The Allottee acknowledges and understands that the Allottee has physically inspected the site of the said Complex and have understood and satisfied itself in all respects about the location, the right, title, interest, size, price, infrastructure, status, local conditions and environment or government regulations, availability of finance and interest rates, market conditions, ability to make timely payments etc. in while entering into this Agreement for purchase of the said Apartment and have not relied upon any advertisements, representations, promises or any other information, verbal representation and assurances, warranties, statements or estimates of any nature whatsoever made by real estate agents/brokers or otherwise including but not limited to any visual or oral representations relating to the description, location or physical condition of the said Complex/ said Apartment under any influence or coercion of any nature.
- Z. The Allottee acknowledge and understand that the percentage of Total saleable area of the said Apartment may vary from location to location or floor to floor depending upon the facilities and areas enjoyed by the Allottee.

AA. The Allottee acknowledge, understand and agree that the Allottee does/would not have right to book/ apply for any new bookings in any property being developed by the Promoter or any of its associates/ subsidiaries/ group companies unless the Allottee is making regular and up to date payment(s) against the booking(s) already made by him/her or his associates.

BB. The Parties have gone through all the terms and conditions of this Agreement and understood the mutual rights and obligations detailed herein.

CC. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable in the State and related to the said Complex/Project and have taken necessary expert advice as required prior to execution of this Agreement.

DD. The Allottee acknowledges, agrees and undertakes to bear all expenses towards stamp duty, registration charges, other ancillary charges etc. towards the execution and registration of this Agreement.

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

FF. In accordance with the terms and conditions of this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Apartment as specified hereinabove.

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

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the said Apartment alongwith undivided pro-rata share in the land underneath the footprints of the said building in which the said Apartment is situated together with right of use of all common ways, paths, passages, rights, liberties, privileges, easements, benefits and advantages of the light appendages and appurtenance what so ever to the said Apartment, in the Complex which have been calculated towards

computation of Total saleable area in favour of the Allottee. It is expressly agreed between the parties that the indivisible Total saleable area placed on disposal for common use shall be taken into account for the purpose of calculating the sale price in respect of the Apartment.

1.2 The Total Price for the said Apartment based on the carpet area is Rs.

_____/ - (Rupees _____)

only ("**Total Price**"). The break up and description in detail has been given in the Payment Plan as **Schedule-C** of this Agreement. The Allottee has paid the under mentioned amount for purchase of the said Apartment to the Promoter towards Booking Amount:

Cheque No.	Dated	Drawn on	Amount
		Total	

The Promoter hereby acknowledges the receipt of above said payment towards Booking Amount which is equivalent to [XX]% of the Total Price and the Allottee hereby agrees to pay the remaining Total Price of the said Apartment as prescribed in the Payment Plan as Schedule-C as may be demanded by the Promoter within the time and in the manner specified therein. If the Allottee delays in payment towards any head which is payable, he shall be liable to pay simple interest at the rate of the highest marginal cost of lending rate of State Bank of India, plus two percent, or such other rate as may be specified in the Rules.

Explanation:

- (i) The Total Price as mentioned above includes the Booking Amount paid by the Allottee to the Promoter towards the said Apartment for residential usage.

- (ii) The Total Price as mentioned above includes Taxes (GST and Cess or any other taxes/ fees/charges/ levies etc. which may be levied, in connection with the development/ construction of the said Complex) paid/ payable by the Promoter up to the date of handing over the possession of the Apartment for residential usage to the Allottee after obtaining the necessary approvals from competent authority for the purposes of such possession:

Provided that, in case there is any change / modification in the taxes/ charges/ fees/ levies etc., the subsequent amount payable by the Allottee to the Promoter shall be increased/ decreased based on such change / modification:

Provided further, if there is any increase in the taxes/ charges/ fees/ levies etc. after the expiry of the scheduled date of completion of the said Complex as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Complex by the Authority, as per the Act, the same shall not be charged from the Allottee;

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes/ fees/ charges/ levies etc. paid or demanded along with the acts/ rules/ notifications together with dates from which such taxes/ fees/ charges/ levies etc. have been imposed or become effective;
- (iv) The Allottee understands that Total Price shall include cost of Apartment, cost of pro rata common areas and common facilities, cost of exclusive terrace areas, if any, Preferential Location Charge (PLC), Floor Rise, GST, IFMDP S, Electricity and Water installation and any other charges as may be specified in this Agreement. Any increase thereof as well as any other amount paid/payable by the Promoter to the government or any authority not elsewhere specified in this Agreement for Sale in connection with the construction of the said Apartment/said Complex, in future and/or any increase thereof and the incidence of which is paid/payable by the Promoter shall however be recovered from/ borne ultimately by the Allottee on pro rata basis of carpet area as and when demanded.

- (v) That the computation of the Total Price of the said Apartment includes, inter alia, recovery of price of pro-rata land underneath the footprint of the said Complex only and construction of the said Apartment, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc., and includes cost for providing all other facilities as provided within the said Complex in which the said Apartment is located. It is further clarified that basement space has not been considered for the purpose of computation of Total Price. The Allottee shall bear the cost of necessary machinery/instruments/ additional cost required for the purpose of stacked parking system in basement.
- (vi) The Total Price mentioned above is inclusive of cost of carrying out of internal development works comprising of construction of internal roads and footpaths, drains, fixing poles and making provision for electrification of street lighting, laying of pipes and water supply, sewerage line and providing road side horticulture, development of parks etc. but does not include the individual electric, water, sewerage connection charges, solar geyser, solar heating, solar lighting, power back-up charges and registration charges, stamp duty, documentation charges/legal charges including statutory deposits as per actual plus administrative charges etc. and also does not include the pro rata charges of special fixtures and fittings, furniture, interior decoration, equipment and furnishings, if any, all common area interiors and landscaping in the entrances, stilts, lobbies artifacts exterior etc. as well and the same shall be payable by the Allottee on demand by the Promoter at the time of application & purchase orders placements.
- (vii) The Total Price mentioned in this Agreement is inclusive of the cost of providing electric wiring up to DB built in the said Apartment and firefighting equipment in the common areas as prescribed in the existing firefighting code/regulations as exist on the day of physical possession of the said Apartment by the Allottee but does not include the cost of electric infrastructure, fittings, fixtures, electric and water infrastructure and meter etc. within the said Apartment which shall be got installed by the Allottee at his own cost.
- (viii) In pursuit for excellence & in tune with the global trends and/ or environmental requirements, and/ or new scientific discovery and induction and/ or for the benefit of larger interest of Allottee, the Promoter may decide to improve upon the specification(s) communicated at the time of booking(s) and in that event, the

Allottee shall pay the additional charges for improving upon any or all specification(s) such as solar water heating, double Glazed windows for heat and sound proofing, concealed/in wall split air conditioning, ducting and drainage, Wi-Fi or WAN networking or satellite based communications etc. The Allottee shall have no objection and shall accept the improvements done by the Promoter for betterment of the Apartment and shall willingly pay for the additional facilities, specifications or improvement provided that improvement cost is less than 5% of Total Price of said Apartment. The Allottee shall also execute requisite consent forms/statement as may be required under the Act and Rules, to give effect to the foregoing.

- (ix) The Allottee shall fit, install the air-conditioner/ heaters/ chillers or any similar appliances requiring installation, only at the place designated for such installations by the Promoter, and shall be at the cost of the Allottee..
- (x) If, however, due to any subsequent legislation/ Government order/directives or guidelines or if deemed necessary by the Promoter or any of its nominees, additional fire, water safety, anti-pollution, dedicated H.T or electric establishment measures are undertaken or any additional requirement arise due to any norms or revised rules and directions, then the Allottee agrees to pay the additional expenditure incurred thereon on a pro rata basis along with other Allottees, as determined by the Promoter in its absolute discretion.
- (xi) There will be Preferential Location Charges (PLC) in case any location is preferred by the Allottee for the Apartment in the said Complex and the same shall be payable by the Allottee, as per the demand of the Promoter in a manner and within the time as stated in the payment plan. However, the Allottee has specifically agreed that if due to any change in the layout/ building plan or non-availability due to any reason, the said Apartment ceases to be preferentially located, the Promoter shall be liable to refund only the amount of PLC paid by the Allottee and such refund shall be adjusted in the last installment as stated in the payment plan. On the other hand, if his Apartment in the said Complex/Project becomes preferentially located due to the aforesaid changes in the layout/ building plan, then the Allottee shall be liable and agrees to pay as demanded by the Promoter additional PLC as stated in the payment plan. The said Preferential location charges are decided by the Promoter at its sole discretion and the Allottee before applying

for allotment a particular apartment must fully satisfy himself/ herself about the rationality and extent of levying of such preferential charge(s) with respect to location and placement of the said Apartment. The payment of booking amount against a particular Apartment will constitute consent of acceptance of such PLC.

- (xii) In the event any charges are levied by the Government for the external and infrastructural services which are to be provided by the Karnataka Government / BBMP, the same shall be charged on pro rata approximate basis from all the allottees calculated on the basis of the rate fixed by the Karnataka Government plus interest and all other charges and in case of any increase in these charges in future due to any reason whatsoever, by whatever name called or in whatever form and with all such conditions imposed by the Karnataka Government/ competent authority (ies), the same shall be paid by the Allottee alongwith the last installment due as per the payment plan. Such charges imposition of any other levy in whatever form shall be borne and paid by the Allottee(s) including interest deposited on pro-rata basis of the total carpet area in the said Complex as determined by the Promoter. The pro-rata demand made by the Promoter with regard to such charges and levies shall be final and binding on the Allottee. If for any reason interest is charged due to retrospective levies or due to delay in depositing, the same shall also become payable without any objection. If such charges and levies are not paid, then same shall be treated as non-payment of charges and the Promoter shall be entitled to withhold the delivery of possession to the Allottee until the payment of above alongwith applicable interest etc. If the charges and levies are levied (including with retrospective effect) even after the Conveyance deed has been executed then the Promoter shall have first charge and lien over the said Apartment till such unpaid charges are paid by the Allottee including interest, if any.
- (xiii) If despite having paid the requisite charges to government for making provision of External Development services viz. a viz. road connectivity, water and sewerage connections, HT Lines, sub-stations etc the Government fails to provide basic infrastructure facilities on time and the Promoter decides on its own or because of policy decision/inability of Government, to make extra investments to provide all such additional facilities for connectivity, water sourcing, recycling and sewerage disposal, sewerage

treatment plant to make the Complex functional within delivery schedules, such extra investments shall be recoverable from Allottee (s) on pro-rata basis before handing over of possession.

- (xiv) As a principle, the Promoter is inclined to allot apartment actual and bonafide users only and doesn't permit multiple bookings by a person/Company/Firm/Association of persons in any of its projects. In case the Allottee books/buys more than one unit/ property in any of the projects of the Promoter (or any of its associates/ subsidiaries/ sister concerns) and commits default in payment schedule of present booking/ payment, in that event, the Promoter would be entitled to cancel the booking made by the Allottee(s) under this Agreement and to appropriate the balance refundable amount after deducting the Booking Amount, interest against delayed payments, brokerage/ commission paid towards booking, taxes/cess/ fee etc. paid, towards the amount outstanding, due and payable in respect of any other booking including outstanding interest. It is understood that the Allottee does not have right to book/ apply for any new bookings in any property being developed by the Promoter or any of its associates/ subsidiaries/ sister concerns unless the Allottee is making regular and up to date payment(s) in the booking(s) already made by him/her or his/her associates.
- (xv) It is agreed that all costs, charges and expenses payable on or in respect of this Agreement to Sell and on all other expenses to be incurred in execution & registration of this Agreement to Sell in accordance with the Act and Rules, including stamp duty and registration charges, other ancillary charges etc. shall be borne and paid by the Allottee alone.

- 1.3 The Total Price is escalation free, save and except increases which the Allottee hereby agrees to pay, including due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges/fees/levies etc. imposed by the competent authorities, the Promoter shall enclose the said notification/ order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date for handing

over of the possession of the Apartment as agreed herein, the same shall not be charged from the Allottee.

- 1.4 Allottee shall make the payment as per the payment plan set out in **Schedule C** ("Payment Plan"). The Allottee(s) agrees that out of the Total Price, the Booking Amount would be considered as an amount to ensure fulfillment by the Allottee(s) of the terms and conditions as contained in this Agreement. Timely payment is the essence of the terms and conditions, of this Agreement and the Allottee(s) is under obligation to pay the sale price as provided in the payment plan along with the other payments such as, , applicable stamp duty, registration fee, interest free maintenance and deficit payment security (IFMDPS) etc., and other charges on or before the due date or as and when demanded by the Promoter, as the case may be and also to perform and observe all other obligations of the Allottee(s) under this Agreement.
- 1.5 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned building plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule 'D'** and **Schedule 'E'** in respect of the said Apartment, without the previous written consent of the Allottee as per the provisions of the Act or Rules made thereunder or as per approvals/ instructions/guidelines of the competent authority. Provided that the Promoter may make such minor additions or alterations as may be required during construction due to technical or other reason or such minor changes or alterations upto +/- 5% in carpet area of the Said Apartment, without consulting the Allottee, and the Allottee hereby consents to the same and ratifies the same It has been clarified to Allottee that based on structural design and due to technical requirement or any other reason, the Promoter may add structural column within the said Apartment which shall be part of the carpet area. It is also clarified that alteration pertaining to common areas, interior design, landscaping design, open areas, etc., may be done for the betterment of said Complex.
- 1.6 The Promoter shall confirm the final carpet area of the said Apartment to the Allottee after the construction of the said Complex is complete and the occupation/part-occupation certificate is granted by the competent authority, by furnishing the details of the changes, if any, in the carpet area. The Total Price payable for the carpet area shall be recalculated

upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within 90 (ninety) days from the date when it comes to the knowledge of the Promoter that the measurement of the carpet area has been reduced subject to provisions of balance in the escrow account without affecting the construction/development of the said Complex. If there is any increase in the carpet area of the Apartment, allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as initially agreed between the parties.

- 1.7 Subject to Clause 9.3 (Events of Defaults and Consequences), the Promoter agrees and acknowledges, the Allottee shall have the right to the said Apartment as mentioned below after execution of conveyance deed:
- (i) The Allottee shall have exclusive ownership of the Apartment only for residential usage;
 - (ii) The Allottee shall also have undivided proportionate right in the Common Areas in the said Complex/ Project, as the case may be, that will vest in the Association of Allottees of the said Complex or the Authority as the case may be. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Promoter shall hand over the common areas to the Association of Allottees/ competent authority, as the case may be, as computed / finalized by the Architect and as provided in the Deed of Declaration in terms of the Karnataka Apartment Ownership Act after duly obtaining the occupation certificate/part-occupation certificate from the competent authority, as the case may be;
 - (iii) The Allottee has the right to visit the project site to assess the extent of development of the said Complex and the said Apartment, as the case may be, subject to giving at least 2

working days prior intimation of the intended visit to the Promoter.

- 1.8 It is made clear by the Promoter and the Allottee agrees that the said Apartment shall be treated as a single indivisible unit for all intents and purposes. It is agreed that the said Project is an independent, self-contained Project and is not a part of any other project or even if zoned together, sanctioned together along with other statutory clearances it shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of expansion or integration of infrastructure, facilities and/ or amenities for the benefit of the Allottees. The foregoing shall be notwithstanding and statutory filings made by the Promoter. .
- 1.9 The Promoter agrees to pay all outstanding payments before transferring the physical possession of the said Apartment to the Allottee which it has collected from the Allottee, for the payment of outstanding (including land cost, ground rent, municipal or other local taxes/charges/levies etc., charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the said Project). If the Promoter fails to pay all or any of the outstanding(s) collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the said Apartment to the Allottee, the Promoter agrees to be liable, even after execution of the conveyance deed, to pay such outstanding(s) and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.
- 1.10 The Allottee has paid a sum of Rs. _____ (Rupees _____ only), as full/part of the Booking Amount being part payment towards the Total Price of the said Apartment for residential usage, which is exclusive of the provisional registration fee paid at the time of submitting application for provisional registration for allotment for a Apartment, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the said Apartment for as prescribed in the Payment Plan [Schedule C] as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the Allottee delays in payment towards any amount which is payable, he/she shall be liable to pay interest at the rate as may be prescribed in the Rules, from time to time, in addition to any rights that the Promoter may have under Law or this Agreement

- 1.11 The Allottee agrees and undertakes to pay for the expenses towards insurance of building and equipments installed in/for the common areas and facilities on pro-rata basis. The structure of the said Building may be got insured against fire, earthquake, riots and civil commotion, militant action etc. by the Promoter or the maintenance agency on behalf of the allottees and the cost thereof shall be payable by the allottees as the part of the maintenance bill raised by the Promoter or the Maintenance Agency but contents inside individual Apartment shall be got insured by the Allottee(s) at his/her own cost. The cost of insuring the Building structure shall be recovered from the allottees on pro-rata basis as a part of total maintenance charges and the Allottee(s) hereby agrees to pay the same. The Allottee(s) shall not do or permit to be done any act or thing which may render void or voidable insurance of any premises in the said Complex/Project or any part thereof or cause increased premium to be payable in respect thereof for which the Allottee(s) shall be solely responsible and liable.

2. MODE OF PAYMENT

- 2.1 Subject to the terms of the Agreement and the Promoter abiding by the construction/development milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time in accordance with the payment plan, by way of cheque / demand draft are to be made in favour of "-----", payable at par at Bangalore. In case the Allottee makes the payment by an outstation cheque, then his/her payment would be deemed to have been received on the date on which the said cheque will get credited into the bank account after deduction of the outstation clearing charges. If any cheque submitted by the Allottee gets dishonored due to any reason whatsoever then the Allotment would be deemed cancelled and the Promoter will not be under any obligation to inform the Allottee about the dishonor of the cheque or cancellation of the allotment. The Allottee will not be entitled to tender a new cheque in place of dishonored cheque. Allottee has been explained and has understood that all the payments are to be made by crossed cheque/demand drafts/RTGS (or other electronic online mode) only.

2.2 The Allottee may obtain finance from any financial institution/bank or any other source for purchase of the said Apartment. The Allottee's obligation to purchase the said Apartment shall not be contingent on the Allottee's ability or competency to obtain such financing and the Allottee will remain bound to pay installments of sale price and all other dues as stipulated in the application and this Agreement as per the payment plan. Further, any refusal/delay by any bank/financial institution in granting financial assistance and /or disbursement of loan or any subsequent installment, on any ground whatsoever, shall not entitle the Allottee to use it as an excuse for delaying or defaulting in making the payment of installment(s) which have fallen due and any such delay or default in making the payment of the installment(s), as per the payment plan, shall make the Allottee liable to pay the stipulated interest as time is the essence of this Agreement and will not affect the Promoter's right of cancellation. Further, in case the Allottee seeks cancellation of his allotment on the above mentioned ground, the Promoter will refund his money paid to date, after deducting the Booking Amount, the interest on the delayed payments and brokerage/commission, taxes, cess, fees etc. paid, if any by the Promoter for such booking, ("Net Refund Amount") and further such obligation of the Promoter to pay the Net Refund Amount shall be as follows: (i) thirty percent of the Net Refund Amount shall be paid by the Promoter within sixty days from the date of cancellation, and (ii), subject to condition that the Said Apartment is subsequently sold to another allottee, , the balance seventy percent (which amount represents the Promoters obligation pursuant to Clause 4 (2) (I) (D) of the Act) of the Net Refund Amount shall be paid to the Allottee within sixty days from the date of such subsequent sale of the Said Apartment..

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee, if residing outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions

of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

Time is of essence for the both, Promoter as well as the Allottee, for timely performance of the respective obligations under this Agreement. The Promoter shall abide by the stage-wise time schedule for completing the said Complex and handing over the said Apartment to the Allottee and the common areas to the Association of the Allottees or the competent authority, as the case may be. Similarly, the Allottee shall make timely payments of the installments and other dues payable by it and meet the other obligations under this Agreement subject to the simultaneous completion of construction/development by the Promoter as provided in the Payment Plan.

6. CONSTRUCTION/ DEVELOPMENT OF THE COMPLEX/ APARTMENT:

The Allottee has seen the proposed/tentative layout plan, site plan/ building plan, specifications, amenities and facilities regarding the said Complex where the said Apartment is located and has accepted the said floor/site plan, payment plan and specifications, amenities and facilities etc. which has been approved by the competent authority. The Allottee further agrees and acknowledges that the if Promoter is required as per the law and regulations to allocate a certain percentage of the Project land to the government for the purpose of a park or other open area requirement, then such area shall be deemed to be part of that specific Project only and only the allottees of the Project shall have the rights to use the said area as per law.

The Promoter shall develop the Project in accordance with the bye-laws such as BBMP Bye laws, FAR, approved plans, terms and conditions of the license/allotment as well as registration of the Act, etc. Subject to the terms in this Agreement, the Promoter undertakes to abide by such plans as may be revised/approved by the competent authorities and shall also strictly abide the provisions and norms prescribed under the applicable laws and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided here under and breach of this term by the Promoter shall constitute a material breach of this Agreement for Sale. However, it is agreed that any additional FAR received/ receivable under the bye-laws and provisions prescribed any other Act/Rules/ provisions will be usable by the Promoter as applicable on the entire or any part of the said Land in its sole discretion without any further consultation provided the same does not alter the size of said Apartment or its dimensions as well as that of the building block of the Complex in which said Apartment is located.

The Allottee agrees and understands that if government permits in present or in future, then the Promoter has full authority to develop the said Complex as per availability of FAR and density in the said Complex by fully and completely utilizing the entire site & said Land area FAR which may be permissible due to additional of land parcels/areas/license or otherwise as per the guidelines provided or to be provided by Competent Authority under applicable laws/ policies. The Promoter shall have the sole discretion and right to utilize the available FAR/Density in any manner including but not limited to constructing additional Floors/buildings in the said Complex by use of available/unutilized FAR/Density. The said FAR/Density/additional construction shall always be the sole property of the Promoter, which the Promoter shall be entitled to dispose of in any manner it chooses without any interference from the Allottee. The Promoter shall be entitled to get the electric, water, sanitary and drainage systems connected with the additional constructions or with the already existing

electric, water, sanitary and drainage systems. The Allottee acknowledges that the Allottee has not made any payment towards the project land or whether availed or un-availed, unutilized /saleable area/ FAR/ Density of said Complex, and shall have no objection to any such construction activities including addition of floors carried on the Building/Tower (in which the said Apartment is located). The Allottee has further authorized the Promoter to shift the location of the said Apartment to any other location where development is completed earlier in time. Further Promoter may revise the sanctioned plans and the revised sanctioned plans may include provisions of compounding under the norms, acts, bye laws and all provisions of FAR & density which might accrue due to any policy and norms for compounding towards revised areas.

In the event of paucity or non-availability of any building material or specification, Promoter may use alternative materials of similar quality and the decision of the Promoter in this regard shall be binding on the Allottee. All designs, specifications mentioned and stated in any document/s are tentative and subject to changes.

7. POSSESSION OF THE SAID APARTMENT FOR RESIDENTIAL USAGE:

- 7.1 (i) **Schedule for possession of the said Apartment** : The Promoter agrees and understands that timely delivery of possession of the said Apartment to the Allottee and the common areas in the said Complex to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter shall sincerely endeavor to hand over possession of the said Apartment in a period of 48 Months, subject to such extension as may be granted to the Promoter under the Act and/or Rules ("Commitment Period") from the date of execution and registration of this Agreement for sale as per agreed terms and conditions, and further subject to receipt of timely payment of installments by the Allottee, unless there is delay due to force majeure, court orders Government policy/guidelines, decisions affecting the regular development of the said Complex/ Project or delay in Govt. clearance or delay in NOCs & RERA registration, or delay in providing necessary external infrastructure such as laying of sewer/water supply line, road, including requisite electrification etc. by the concerned authorities, or inadequacy or any other calamity caused by nature affecting the regular development of the real estate project. If, however, the completion of the Complex is delayed due to the above conditions or any conditions causing delay which is not under the direct control of Promoter then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the said Apartment.

The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure and above mentioned conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the Allottee, without any interest, within 90 (ninety) days from that date subject to provisions of balance availability in the escrow account. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

(ii) Early Possession: The Promoter shall provide regular updates of the progress of the construction of the Project, by way of its filings with the regulator under the Act. Where the Promoter is progressing ahead of schedule and accordingly will be in a position to apply for occupation certificate at least 6 months prior to the expiry of the 48 month period as set forth in clause 7.1 (i) above, the Promoter shall provide a written intimation to the Allottee of the same, and the Allottee shall ensure that it complies with all its obligations, including but not limited to, making payment of all dues as demanded by the Promoter in accordance with this Agreement and taking over of possession of the Said Apartment as set forth herein, notwithstanding the fact that the possession is being offered prior to the said 48 month period by the Promoter.

7.2 Procedure for taking possession of the said Apartment - The Promoter, upon obtaining the occupation certificate or part thereof of building blocks in respect of the said Complex in which the said Apartment is located, from the competent authority shall offer in writing the possession of the said Apartment within three months or such period as prescribed under the Act, from the date of receipt of the Occupation Certificate as above, to the Allottee in terms of this Agreement. The Promoter shall provide copy (on demand) of occupation certificate or part thereof in respect of the said Complex at the time of conveyance of the same. The Allottee after receiving of the offer of possession and/or taking of possession, agrees to pay the maintenance charges and holding charges as determined by the Promoter/Association of Allottees/competent authority, as the case may be.

7.3 Failure of Allottee to take Possession of the said Apartment : Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the said Apartment from the Promoter by executing necessary indemnities, undertakings and such other

documentation as prescribed in this Agreement or required by the Promoter, and the Promoter shall give possession of the said Apartment to the Allottee as per terms and conditions of this Agreement. In case the Allottee fails to comply with the essential documentation, undertaking, etc. or fails to take possession within the time provided in the notice of possession, such Allottee shall continue to be liable to pay the holding charges at the rate of **Rs. [XX] per** square feet of the Carpet Area of the said Apartment per month ("Holding Charges") till the Allottee takes over possession of the said Apartment and shall also continue to be liable to pay the maintenance charges. Further, the Promoter shall have no obligation or liability arising out of delayed possession to the Allottee in this regard.

- 7.4 **Possession by the Allottee** - After obtaining the occupation certificate or part thereof of building blocks in respect of the said Complex in which the said Apartment is located and handing over the physical possession of the said Apartment to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans and common areas to the Association of Allottees or the competent authority, as the case may be, as per the local laws.
- 7.5 **Cancellation by the Allottee**— The Allottee shall have the right to cancel/withdraw his allotment in the Complex/Project, if the Promoter fails to comply or is unable to give possession of the said Apartment in accordance with the terms of this Agreement except due to force majeure conditions, Court orders, Government policy/guidelines, decisions or non availability of infrastructure or failure of government/other statutory bodies in providing the external infrastructure such as laying of sewer/water supply line, road, electrification etc. or due to discontinuance of his business as a developer on account of suspension or revocation of its registration.

Provided that where the said Allottee proposes to cancel/withdraw from the said Complex/Project other than for the inability of the Promoter to give possession of the Apartment in accordance with this Agreement, the Promoter herein is entitled to forfeit the Booking Amount paid for the allotment and recover from the Allottee (including by way of set off from the amounts paid by the Allottee till the date of cancellation/withdrawal) the interest component on delayed payment (payable by the Allottee for breach of Agreement and non-payment of any due payable to the Promoter) along with Govt. dues/levies/charges and taxes and brokerage/commission paid for the booking. The rate of interest payable

by the Allottee to the Promoter shall be the interest as may be prescribed under the Act/Rules. The balance amount of money, if any, paid by the Allottee shall be returned by the Promoter to the Allottee in accordance with the Net Refund Amount refund process set forth in clause 2.2 of this Agreement, supra.

- 7.6 **Compensation**– In the event there is a defect in title of the land, on which the said Complex/Project is being developed or has been developed, which defect is uncured by the Promoter, then the Allottee shall have the right to seek compensation from the Promoter in the manner as provided under the Act.

Except for occurrence of a force majeure, Court orders, Government policy/guidelines, decisions and failure of government / other statutory bodies in providing the external infrastructure such as laying of sewer/water supply line, road, electrification, if the Promoter fails to complete or is unable to give possession of the said Apartment (i) in accordance with the terms of this Agreement, duly completed within the period agreed under para 7.1 herein above; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the said Complex/Project to return the total amount received by him in respect of the said Apartment , with simple interest at the rate as may be prescribed in the Rules from time to time, within 90 (ninety) days from the date of receipt of written request for such cancellation after substitution of the equivalent amount from the next Allottee as the amount may have gone into the construction and subject to provisions of balance in the escrow account without affecting the ongoing construction of the said Complex.

Provided that where if the Allottee does not intend to withdraw from the said Complex, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the offer of possession of the said Apartment , which shall be paid by the Promoter to the Allottee within 90 (ninety) days of it becoming due.

- 7.7 It is specifically understood and agreed by the Allottee that the Promoter shall be liable to provide to the Allottee possession of the said Apartment along with internal infrastructure only. However, the external facilities outside the said Complex/Project such as main sewer line, water line, electricity line, storm water drains, roads, are to be provided/developed by the Government/nominated agency/BBMP and if the said external

facilities are not in place even at the time of handing over of possession then the Allottee shall not claim any compensation or refund for delay due to non-provision of infrastructure facilities and/ or consequent delay in handing over the possession of the said Apartment in the said Complex/ Project as this is understood to be beyond the scope and control of the Promoter.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The Promoter has clear and marketable title with respect to the land underlying the said Complex, the requisite right to carry out development thereon and absolute, actual, physical and legal possession thereof in terms of the said Joint Development Agreement;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the said Complex;
- (iii) There are no encumbrances upon the land beneath the said Complex, except for the project funding by----;
- (iv) All approvals, licenses, sanctions and permissions issued by the competent authorities with respect to the Project as well as the said Apartment have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said Complex and common areas;
- (v) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby proposed right, title and interest of the Allottee under this Agreement, may prejudicially be affected;
- (vi) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land including the said Complex, and the said Apartment which will, in any manner, affect the proposed rights of the Allottee under this Agreement;

- (vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (viii) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the said Apartment to the Allottee and the common areas of said Complex to the Association of the Allottees in the said Complex or the competent authority, as the case may be;
- (ix) The Promoter has duly paid and shall continue to pay and discharge governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Complex to the competent Authorities till the offer of possession of the said Apartment has been issued as per applicable Law
- (x) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition) has been received by or served upon the Promoter in respect of the said Complex/said Land.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

9.1 Subject to the Force Majeure, Court orders, Government policy/guidelines, decisions, failure of government / other statutory bodies in providing the external infrastructure such as laying of sewer/water supply line, road, electrification etc., the Promoter shall be considered under a condition of Default, in the following events:

- (i) Promoter fails to give offer of possession of the developed Apartment, to the Allottee within the time period agreed under para 7.1 of this Agreement. For the purpose of this para, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition as is commonly accepted as per industry norms, which is complete in all respects regarding the provision of all specifications, amenities and facilities, as agreed to between the parties in this Agreement, and for which occupation certificate or part thereof has been issued by competent

authority. (provided however, where there is a delay on the part of the competent authority to issue the occupation certificate, the same shall not result in a default or breach by the Promoter under this clause).

- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the Rules or regulations made thereunder.

9.2 In case of Default by Promoter under the conditions listed in clause 9.1 above, if such default is not rectified by the Promoter within a period of 90 working days (or such other period as may be mutually agreed between the parties) from the date of receipt by the Promoter of the notice of default from the Allottee, the Allottee is entitled to the following:

- (i) Stop making further payments to Promoter as per the payment schedule under this Agreement. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction/ development milestones and only thereafter the Allottee be required to make the next payment without any penal interest for the period of such delay; or
- (ii) The Allottee shall have the option of terminating this Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee towards the Total Price of the said Apartment , along with simple interest at the rate as may be prescribed under the Rules within 90 (ninety) days only from the date of receiving the termination notice after equivalent amount comes from the next Allottee as the amount may have been gone into the construction and subject to provisions of balance in the escrow account without affecting the ongoing construction of the said Complex:

Provided that where an Allottee does not intend to withdraw from the said Complex or terminate this Agreement, the Allottee shall be paid by the Promoter, interest at the rate prescribed in the Rules, for every month of delay, till the handing over of the possession of the said Apartment, which shall be paid by the Promoter to the Allottee within 90 (ninety) days of it becoming due.

- 9.3 The Allottee shall be considered under a condition of Default, on the occurrence of any of the following events:
- (i) In case the Allottee fails to make payments for 2 (two) consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard (the Allottee shall be liable to pay simple interest to the Promoter on the unpaid amount at the rate prescribed in the Rules in addition to the consequences listed herein);
 - (ii) In case of Default by Allottee under the condition listed above, continues for a period beyond 90 (ninety) days after notice from the Promoter in this regard, the allotment of the said Apartment, in favour of the Allottee, shall automatically stand cancelled and the Promoter will refund the money paid by the Allottee after forfeiting the Booking Amount paid for the allotment and interest component on delayed payment (payable by the Allottee for breach of the Agreement and non-payment of any due payable to the Promoter) along with Govt. dues and taxes, payable/already deposited including EDC/IDC & GST, brokerage/ commission paid to the agents towards booking and this Agreement shall thereupon stand terminated. The rate of interest payable by the Allottee to the Promoter shall be as per Rules. The balance amount of money, if any, paid by the Allottee shall be returned by the Promoter to the Allottee within 90 days of such cancellation subject to the availability of funds in the escrow account required to be maintained under the provisions of Act & Rules without affecting the going construction of the said Complex. It is agreed that there would be no restoration upon such cancellation and the Promoter shall absolutely be entitled and free to sell the said Apartment as per its discretion and the Allottee, if so desires, will have to apply afresh for booking at the then prevailing rates. On such default, the Agreement and any liability of the Promoter arising out of the same shall thereupon, stand terminated and the Allottee shall have no further rights in the Apartment or against the Promoter.
 - (iii) For the removal of doubts, it is clarified and the Allottee consents that continuous Default for a period beyond 90 (ninety) days by Allottee, after demand notice from the Promoter, shall automatically constitute termination of this Agreement and no

further act on the part of the Promoter would be necessary for this purpose. It is further clarified that immediately on such automatic termination, the Promoter shall be entitled to re-allot/sell the said Apartment afresh to any other person and the Allottee hereby agrees and accepts the same and undertakes that it shall not object thereto. Furthermore, the Allottee agrees that it shall not seek any interim relief to this effect against the Promoter, as it acknowledges that its interest in the said Apartment has expired upon such termination and what remains at best is a money dispute and the Allottee further acknowledges that the Promoter would suffer irreparable harm by being prevented from freely dealing with its valuable capital asset, which harm the Allottee agrees, cannot be quantified in monetary compensation/damages alone.

It is further agreed that in case the Allottee has booked and/or entered into buyer's agreement for purchase of more than one apartment/commercial shop/ property in any of the projects of the Promoter or any of its associates/ subsidiaries/ group companies and commits default in payment schedule of the said Apartment being purchased under this Agreement, in that event, the Allottee understands, agrees and consents that the Promoter at its sole discretion would be fully entitled, without any further confirmation, to adjust/ appropriate the balance refundable amount, towards the amount outstanding, due and/or payable in respect of any other property including outstanding interest thereof.

It is further understood and agreed that the Allottee does not have right to book/ apply for any new booking(s) in any property being developed by the Promoter or any of its associates/ subsidiaries/ group companies unless he is making regular and up to date payment(s) in the booking (s) already made by him or his associates.

10. CONVEYANCE OF THE SAID APARTMENT:

- 10.1 The Promoter, on receipt of the Total Price of the said Apartment under the Agreement for Sale from the Allottee and all the statutory dues payable including maintenance security etc., and advance etc., shall execute a conveyance deed in favour of the Allottee within 3 (three) months from the issuance of the occupation certificate or part thereof

for the building block in which Apartment is situated, provided that the Apartment is equipped with all the specifications, amenities, facilities as per the agreed terms and conditions of this Agreement and common areas as provided under Rule 2(1) (f) of the Rules. The Allottee agrees that before taking possession of the Apartment he shall clear all the dues towards the allotted Apartment and have the Conveyance Deed for the said Apartment executed in his favour after paying Registration fee / charges, stamp duty and other charges / expenses. The Allottee shall pay, as and when demanded by the Promoter, the Stamp duty, Registration charges and all other incidental and legal expenses for execution and registration of Conveyance Deed of the Apartment in favour of the Allottee which shall be executed and got registered after receipt of the Total Price and all other dues. However, in case, the Allottee fails to deposit the stamp duty, registration charges and other ancillary charges so demanded within the period mentioned in the demand notice, the Allottee authorizes the Promoter to withhold possession of the said Apartment and registration of the conveyance deed in his/her favour till such stamp duty, registration charges, other ancillary charges are paid to the Promoter by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of applicable laws including the Registration Act, Indian Stamp Act, 1899 including any action(s) taken or deficiencies/penalties imposed by the competent authority(ies) in respect thereof.

10.2 Temporary Possession for interior works:

If the Allottee intends to carry out the interior works in the Apartment and seeks temporary possession thereof, Promoter may permit the same, subject to the following conditions and undertakings given by the Allottee in respect thereto:

- (a) That the Allottee shall pay the Total Price, stamp duty, registration charges and other ancillary charges for registration of conveyance deed before taking the temporary possession and the Promoter shall be liable to get the sale/ conveyance deed registered before the competent authority after obtaining occupation certificate or part thereof of the building in which the Apartment is situated;
- (b) Permission to carry out interior works shall not amount to actual or constructive possession of the Said Apartment, or part thereof to the Allottee. Notwithstanding the foregoing, in case Allottee starts occupying the said Apartment without getting formal offer of possession from the Promoter in terms of this Agreement, the same

shall be treated as illegal occupation and shall attract a penalty of Rs. 5,000/- per day for wrongful use of the Apartment from the date of illegal possession by the Allottee till remedying the same, and shall also be liable to pay to the Promoter any fines, charges and/or penalty imposed by the competent authority/Government, without prejudice to all other rights and remedies available to the Promoter;

- (c) That the Allottee shall execute an indemnity bond in favour of the Promoter on such terms as are specified by the Promoter prior to commencing the interior fitout works, and enter into a Maintenance Agreement on standard format, if not executed, and shall pay the Interest Free Maintenance and Deficit Payment Security (IFMDPS) if not paid before commencing the interior fit out works;
- (d) A caution and electricity compensation deposit will have to be paid by the Allottee prior to seeking possession for interior works;
- (e) That the work of interior works undertaken by the Allottee should not obstruct or affect the construction work, if any, of the Promoter or interior work being carried out by any other Allottee of the said Complex or cause any nuisance of any kind, which may be objectionable to the Promoter or any other Allottee;
- (f) That the Allottee shall ensure complete safety of the materials and the equipment kept in the Apartment, to be used for the interiors undertaken by the Allottee. The Promoter shall not be responsible or liable in case of theft, pilferage or misplacement of such materials or equipment. Further, the Promoter shall not be liable for any accident or injury caused or occasioned to any employee or the workman engaged by the Allottee for doing the interiors in the Apartment or any job or work relating thereto. Such liabilities or claims, if any shall be satisfied by the Allottee itself. The Allottee shall indemnify and keep harmless the Promoter against all such claims or liabilities;
- (g) That the Allottee shall comply with all the directions/ requirements as stipulated by the Promoter or its Authorized Representatives, while carrying out the interiors in the Apartment;
- (h) That the Allottee shall not damage or cause harm to the structures in the Premises or any part of the Complex in the process of doing the interiors, except as those minor alterations as may be necessary to carry out the interior;
- (i) Possession for interiors does not constitute possession for any other purpose including display of signboard or signage and this

temporary possession will be given subject to condition that actual possession of premises remains with the Promoter only for all purposes and Allottee shall handover the possession on a day's notice, if so demanded by the Promoter without assigning any reason;

- (j) That the Allottee shall not store any inflammable or explosive materials in the Apartment and/or anywhere else in the Complex while conducting the interior works and shall ensure complete safety against any accidents or loss of human life.

11. MAINTENANCE OF THE SAID COMPLEX/ PROJECT: RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES:

11.1 The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the Association of Allottees, upon the issuance of the occupation certificate/part thereof for the building block in the Apartment is situated, as the case may be. The cost of such maintenance upto a period of 2 months after receipt of occupation certificate for the Apartment has been included in the Total Price of the said Apartment . In case, the association of allottees fails to take possession of the said essential services as envisaged in the Agreement, then in such a case, the Promoter has right to recover such amount as spent on maintaining such essential maintenance services from each apartment owner, including the Allottee.

11.2 **Payment of Maintenance Charges:** The Allottee of the said Apartment shall pay, as and when demanded, the maintenance charges including security deposit for providing, maintaining and up-keeping of the said Project and the various services therein, as may be determined by the Promoter or the Maintenance Agency appointed for this purpose in consultation with Association of Apartment Owners, as the case may be. Two years advance maintenance charges will be payable before taking the possession of the Apartment, along with outstanding dues and overdue maintenance/electricity charges, if any.

11.3

11.4 **Maintenance Agreement:** The Promoter will apply for part occupation of the Complex stage-wise and shall form association of apartment owners amongst those who are offered possession. The Allottee undertakes to join society / association of the apartment owners and to pay fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the Promoter in its sole discretion for this purpose. The Allottee upon receipt of part-occupation of the floor/tower of the said complex in which his Apartment is located and before taking the possession of his Apartment shall enter into a maintenance agreement on Promoter's standard format with the Promoter or any association/ body/ condominium of association of apartment owners or any other nominee/agency/association or other body (hereinafter referred to as "the Maintenance Agency") as may be appointed/ nominated by the Promoter from time to time for the maintenance and upkeep of the said apartment/space/site in the said Complex and the Allottee undertakes to pay the maintenance bills as raised by the Maintenance Agency from the date of Occupation Certificate and use, granted by the competent authority on uniform basis in compliance with the latest legislative amendments, orders and directions in this regard irrespective whether the Allottee is in occupation of the apartment or not. In order to secure due performance of the Allottee in prompt payment of the maintenance bills and other charges raised by the maintenance agency, the Allottee agrees to deposit, as per the schedule of payment and to always keep deposited with the Promoter/Maintenance Agency as IFMDPS at the rate of Rs. [XX] per sq. ft. of the Total saleable area of the apartment.

The Allottee undertake(s) and assure(s) that his rights to the use of common areas and facilities within the said Complex shall be subject to timely payment of total Operation/Maintenance Charges and the performance by the Allottee of all his obligations under this Agreement and the Maintenance Agreement. If the maintenance charges are not paid by the Allottee regularly and on or before its due date, then the Allottee agrees that he shall have no right to use such common areas and facilities. But so long as the maintenance charges and all payments envisaged under these presents are regularly paid, on or before due date and covenants are observed, the Allottee shall be entitled to use such common areas and facilities. For providing necessary maintenance services, the Allottee agrees to permit the Promoter or the Maintenance Agency to enter into the said Premises or any part thereof after due notice and during the normal working hours, unless the circumstances

warrant otherwise, with a view to set right any defect in the workmanship or the defects in the said Complex.

In order to secure due performance of the Allottee in paying promptly the maintenance bills and other charges as raised by the maintenance agency, the Allottee agrees to deposit and to always keep deposited with the Promoter/Maintenance Agency an interest free maintenance and deficit payment security (IFMDPS) as prescribed by the Promoter/Maintenance Agency. In case of failure of the Allottee to pay the maintenance bill, other charges on or before the due date, the Allottee in addition to permitting the maintenance agency to deny him the maintenance services, also authorizes the Promoter to adjust the dues from the principal amount of the IFMDPS against such defaults. If due to such adjustments in the principal amount, the IFMDPS falls below the agreed sum of Rs. [XX] per sq. ft. of the gross saleable area of the said apartment(s) then the Allottee hereby undertakes to make good the resultant shortfall within 15 days of demand by the Promoter. Further, the Promoter reserves the right to increase IFMDPS from time to time in keeping with the increase in the cost of maintenance services and the Allottee agrees to pay such increases within fifteen days of demand by the Promoter. If the Allottee fails to pay such increase in the IFMDPS or to make good the shortfall as aforesaid on or before its due date, then the Allottee authorizes the Promoter to treat the allotment as cancelled without any notice to the Allottee and to recover the shortfall from the sale proceeds of the said apartment(s) and to refund to the Allottee (s) only the balance of the money realized from such sale after deducting therefrom the entire earnest money, interest on delayed payments, any interest paid, due or payable and all other dues as set out in the payment plan. It is made specifically clear and it is so agreed by and between the parties hereto that this condition relating to IFMDPS as stipulated in this clause shall survive the conveyance of title in favour of the Allottee and the Promoter shall have first charge/lien on the said apartment(s) in respect of any such non-payment of shortfall/ increase as the case may be.

The Promoter at its sole discretion may, if already paid IFMDPS by the Allottee to the Promoter, refund to the Allottee the amount collected in full and final settlement of IFMDPS or as an alternative, the Allottee hereby authorizes the Promoter to transfer to the Maintenance Agency the IFMDPS in full or in parts, after adjusting there-from any outstanding maintenance bills, maintenance collection deficits as well as deficit

payment of the Apartment with respect to taxes including WCT, GST/VAT, Service Tax, any govt. dues or any other additional service, infrastructure or establishment which has been provided over and above the agreed specifications and facilities and/ or other outgoings of the Allottee at any time including upon execution of the Conveyance Deed and thereupon the Promoter shall stand completely absolved/discharged and all clauses dealing/ concerning the IFMDPS of this Agreement to sell and the Conveyance Deed, as far as, they are applicable to the Promoter shall cease to be valid and effective. It is hereby specifically agreed by the Allottee that such transfer of IFMDPS shall not be linked in any manner whatsoever to the implementation of the Karnataka Apartment Ownership Act, 1972 by the Promoter for the said Complex. Further the Allottee agrees that the Maintenance Agency, upon transfer of the IFMDPS or in case fresh IFMDPS is sought from the Allottee as stipulated hereinabove, shall have the sole right to modify/ revise all or any of the terms of the IFMDPS, Maintenance Agreement, including but not limited to the amount/ rate of IFMDPS, etc. In addition, Sinking Fund will be created and will be paid extra by the Allottee for replacement, refurbishing, major repairs of the plants and equipment etc., installed in the said Complex or towards any unforeseen contingency in future. The Allottee hereby undertakes to comply with all the terms and conditions stipulated in the Maintenance Agreement.

- 11.5 **Maintenance of Common Areas:** That it is agreed between the Parties that save and except in respect of the Apartment here by agreed to be acquired by the Allottee, the Allottee shall have no claim, right, title or interest of any nature or kind whatsoever, except right of ingress / egress, open spaces and all or any of the Common Areas and basement in the Complex.

The possession of the Common Areas whereof shall always remain with the Promoter or the maintenance agency appointed by the Promoter, whose responsibility shall be to supervise the maintenance and upkeep of the same, until the same are handed over to Maintenance Agency/ Association of apartment owners/any other body in the Complex through a written order, in which the Apartment is located. The possession of the common areas is not intended to be given to the Allottee except a limited right to use subject to payment of all applicable charges.

- 11.6 **Rights of Maintenance Agency:** The Promoter reserves its right that for protection of peace, security, better maintenance, upkeep, the Promoter

may impose from time to time such conditions upon the Allottee as could be conducive for such better maintenance, upkeep, security and protection of the entire complex either in part or as a whole. The Allottee shall not create any mischief and shall not do any act or omission as could disturb the peace, serenity, tranquility of the Apartment or of the said Complex.

- 11.7 **Payment Date:** The maintenance and other charges will be paid for each calendar month of the year in advance before the 7th of each month. Payment will be made to the Promoter/ Maintenance Agency and in case of failure to make payment before the 7th of each month to which they relate, the Allottee or any one claiming under him shall cease to have the right to use of any passage to the Apartment and enjoyment of common facilities.
- 11.8 **Delay/Failure in payment of Maintenance charges:** The Allottee agrees and understands that the right of enjoy the common areas and services in the Complex Apartment shall be subject to the payment of the maintenance charges and performance of all the covenants of these presents or as may be imposed by the Promoter or the Maintenance Agency appointed by the Promoter from time to time and the Promoter on its sole discretion can disconnect any or all the services & connections if maintenance and / or consumption / usage charges are not forthcoming.
- 11.9 **Internal Maintenance:** The scavenging of the common areas will be carried out by the Maintenance Agency but those inside the Apartment will be carried out by the Allottee(s) only, who will ensure that all dirt, refuse and waste is properly transported out in covered cans/ bags as biodegradable & non biodegradable waste.
- 11.10 **Electricity Supply:** The Allottee agrees that the Promoter or its subsidiaries/affiliates may at their sole discretion and subject to such Government approvals as may be necessary, invest or install or outsource, enter into arrangement of generating and/or receiving and/or supplying power to the various projects/grid within or outside the said Complex in which the said Apartment is located including generating but not limited to power through generators, turbines, solar, wind or any other future technology by using the common areas/surface areas or roof tops of the buildings. In such an eventuality the Allottee fully concurs and confirms that the Allottee shall have no objection to such

arrangement for generating and/or supply of power but also gives complete consent to such arrangement whether or not integrated into Grid Supply, despite it having an exclusive source of power supply from BESCO/State Electricity Boards(SEBs)/any other source. The Allottee further agrees that this arrangement could be provided by the Promoter or its agents directly or through the respective association of apartment owners. It is further agreed by the Allottee that the Promoter or its subsidiaries/affiliates shall have sole right to select the site, capacity and type of power generating and supply equipment/ plant as may be considered necessary by the Promoter or its subsidiaries/affiliates in their sole discretion from time to time. It is also understood that the said equipment/plant may be located anywhere in or around the said Complex.

If the Promoter or the Operation/Maintenance agency decides to apply for and thereafter receives permission from BESCO or from any other Body/ Commission/ Regulatory/ Licensing Authority constituted by the Government for such purpose to receive and distribute bulk supply of electrical energy in the said Building, then the Allottee undertakes to pay on demand to the Promoter/Maintenance Agency of all deposits and charges like fixed connection charges, Advance Consumption deposit, expenditure on independent feeder, share cost of appropriate capacity sub-station etc. paid/payable by the Promoter/Maintenance Agency to BESCO/any other Body/Commission/Regulatory/ Licensing Authority constituted/permitted by the Government. Further the Allottee agrees that the Promoter shall be entitled in terms of the Operation/Maintenance Agreement to withhold electricity supply to the said Premises till full payment of such deposits and charges are received by the Promoter or the Maintenance agency. The Allottee agrees to abide by all the conditions of sanction of bulk supply and to pay any increase in the deposits, charges for bulk supply of electrical energy as may be demanded by the Promoter from time to time. If at any subsequent stage, the electricity or generator supply load needs to be increased/upgraded the Allottee shall contribute on pro rata basis towards security deposit/other expenses.

It is understood and agreed by the Allottee that all the equipments and machineries, including transformers, H.T. lines, Power backup generators, lifts, pumps, STP, WTP and/or all other services/amenities provided by the Promoter in the Complex etc. shall remain under the ownership of the Promoter and Allottee shall be entitled for availing facilities against payment of usage charges only, which will be decided by

the Promoter from time to time and the same will be paid/reimbursed by the maintenance agency/ Association of Owners/ Occupants as recurring charges, depreciation, insurance, consumables, supervision salaries etc. etc. even if the same is taken over or gets handed over to the maintenance agency/ Association of Owners for day to day running. Further, the Promoter shall have the sole discretion to determine the physical location of such amenities/services in the Complex, including changing the location of the same provided there is no derogation in the scope of the amenities/services as set forth in the specifications under this Agreement.

It is further agreed and confirmed by the Allottee that the Promoter or its subsidiaries/ affiliates shall have right to charge tariff for providing /supplying the power at the rate as may be fixed from time to time by the Promoter which may or may not be limited to the rate then charged by the BESCO/SEBs and/or generators, solar or any other source(s). The Allottee agrees and confirms that he shall pay the amount based on the tariff to the Promoter or its subsidiaries/ affiliates directly or through the association of owners respectively for consuming the power so supplied but shall have no ownership right, title or interest in the equipment or facility so installed by the Promoter or its subsidiaries/ affiliates. The Allottee confirms and understands that such power generating and/or supplying equipment may during its operation cause inconvenience to the Allottee and the Allottee shall have no objection to the same. The Allottee shall be liable to pay consumption charges. The Allottee shall not have a right to raise any dispute with regard to such arrangement either with regard to installation of power generating equipment or payment of tariff at any time whatsoever during the period of Allottee's ownership of the said Apartment. This clause shall survive the conveyance of the Apartment or any subsequent sale/resale or conveyance thereof.

Power backup may be provided subject to timely payment of maintenance charges from standby generators and shall be in addition to normal Power backup for the common areas and the common services within the said Complex. It is specifically made clear to the Allottee(s) that in the event of non-payment of electricity charges as billed by the Promoter/Maintenance Agency, the Promoter/the Maintenance Agency shall have the right to disconnect such supply of electricity without any notice.

12. DEFECT LIABILITY:

- 12.1 It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of direct services or any other obligations of the Promoter as per the Agreement for Sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 90 (ninety) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act;
Provided that the Promoter shall not be liable for any such structural/architectural defect induced by the Allottee by means of carrying out structural or architectural changes from the original specifications/design.
- 12.2 However, it is agreed between the parties that the Promoter is under no obligation to give warranty for the items which are purchased as CBU (completely built units) and manufactured items such as cables, wires, bulbs etc. as the same shall be directly governed by the terms and conditions of the manufacturer. The Promoter does not stand guarantee for these gadgets/ machinery items. All such jobs including equipments and services executed, manufactured, supplied by specialist equipment and service providers or manufacturers such as Generators, lifts, fire fighting system, air conditioning, electrical, plumbing, electronic gadgets, surveillance, IT equipments etc. shall be covered under warranty terms of those manufacturers or suppliers and will have to be serviced and/or replaced by them as per their terms and conditions and standard operating procedures. The address and contact details of the manufacturers/ service providers shall be supplied on the web site as well as through instruction manuals by the Promoter. Special warranty/ extended warranty may be availed by the apartment owners as per the terms and conditions of the manufacturers/ service providers at their own cost.

13. RIGHT TO ENTER THE SAID APARTMENT FOR REPAIRS AND MAINTENANCE WORKS:

The Promoter / Maintenance Agency /Association of Allottees/competent authority shall have rights of unrestricted access of all Common Areas, parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Promoter/ Association of Allottees and/or Maintenance Agency/

competent authority to enter into the said Apartment or any part thereof, after giving due notice during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect(s).

That after taking over the possession the Allottee shall permit the Promoter/ Maintenance Agency and its surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said Apartment or any part thereof to view and examine the state and conditions thereof and to make good all defects, decays and repairs in this behalf and also for repairing of any part of the Complex and for the purpose of repairing, maintaining, rebuilding, cleaning, structural strengthening, lighting and keeping in order all services, drains, pipes, cables, water courses, gutters, wires, parts, structures of other convenience belonging to other occupants or serving or used for the said Complex and also for the purpose of laying, maintaining, repairing and restoring drainage and water pipes and electric wires and cables and for similar purposes. In case, Allottee has failed to effect repairs despite dispatch of notice of one week by the Promoter/ Maintenance Agency and the Promoter/ Maintenance Agency is constrained to effect repairs at its cost, in that event such cost as determined by the Promoter/ Maintenance Agency shall be recovered from the Allottee. However, in case of exigency situations like fire, short circuits, leakages on the floor above or below etc. the Allottee authorizes the Promoter/ Maintenance Agency to break open the shutter/windows of the said premises and enter into the said Apartment to prevent any further damage to the other Apartment.

14. USAGE:

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the said Complex, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the service areas and the basements in any manner whatsoever other than parking and the same shall be reserved for use by the Promoter/Association of Allottees/competent authority for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 15.1 Subject to Clause 12 (Defect liability) above, the Allottee shall, after taking possession, be solely responsible to maintain the said Apartment

for at his/her own cost, in good repair and condition and shall not do or cause to be done anything in or to the Building/ Complex, or the said Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable condition, repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building/Complex is not in any way damaged or jeopardized.

- 15.2 The Allottee/ Association of allottees further undertakes, assures and guarantees that he/ she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee/ Association of allottees shall not store any hazardous or combustible goods in the Apartment and parking (if any) or place any heavy material in the common passages or staircase of the Building. The Allottee/ association of allottees shall ensure that they will not create any hindrance by way of locking, blocking, parking or any other manner in right of passage or access or common areas which otherwise are available for free access. The Allottee/ Association of allottees shall also not remove any wall, including the outer and load bearing wall of the Apartment.
- 15.3 The Allottee/association of allottees shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees/competent authority. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 15.4 The Allottee shall use/ cause to be used the said Apartment for residential use only and not for any other purpose. The Allottee shall not use his Apartment or cause to be used his Apartment for a purpose/activity which is illegal or immoral. In case of such user, the Promoter will not be responsible directly or indirectly for any civil or criminal action and shall also not be responsible to any outsider / other

adjoining allottee for such activity or for any damage, actionable claim, objection, complaint, civil or criminal liability, vicarious liability or prosecution and will remain indemnified against all/any such liability and claims, and all of the foregoing shall be the sole responsibility and liability of the Allottee.

- 15.5 It is understood by the Allottee that the internal maintenance of the Apartment shall always remain the responsibility of the Allottee. If on account of any wrongful act, omission, negligence, mischief, accident, fire, water seepage etc. of the person occupying any apartment/ site/ space in the complex any loss, damage or injury is caused to any other allottee/occupant occupying, retaining, owning any adjoining space/ apartment/site or any person visiting the said apartment/site/space then the Promoter shall not be responsible either directly or indirectly for any loss, damage, injury which is caused to the person occupying the apartment/ site/space or the person visiting the said apartment/site/space at the relevant time or the Allottee/occupant of any adjoining apartment/ commercial space and the Promoter shall also not be responsible for any loss or damage which may be caused to the articles, material, goods lying in the said apartment/space/site or in any adjoining apartment which shall be the sole responsibility of the person on account of whose wrongful act, omission, negligence, mischief etc. such loss, damage or injury occurs. The Allottee shall always keep the Promoter harmless and indemnified for any losses and damages in respect thereof.
- 15.6 That the Allottee shall not do any act in any manner, so as to cause blockade or hindrance to any walkways, pavements, entrances, common passages, corridors, service ways, vestibules, halls, roads, stairways, elevators, hoists, escalators, fire or escape doors, veranda, terraces or other parts of the common area.
- 15.7 The Allottee shall not be allowed to do any activity, which may be objected to by the other occupants, such as playing of high volume music, loudspeaker or any activity which spoils the decorum or decency or beauty of the Complex including defacing of common walls, lifts or throwing or dumping of refuse/ garbage, which could be subject to house rules, fine or penalties as per the laws of the land, as applicable from time to time. Further, the Allottee undertakes and agrees not to cover or obstruct any lights, sky lights, windows or other means of illumination of Common Areas or of the Building complex by affixing any banner, poster

or advertisement material to the exterior of the premises or the inner face of the said Complex.

15.8 The Allottee shall not do or suffer anything to be done in or around the said Premises which tends to cause damage to any flooring or ceiling or services of any Premises over, below, adjacent to the said Premises or anywhere in the said Building or in any manner interfere with the use thereof or of spaces, passages, corridors or amenities available for common use. The Allottee/occupant shall not keep any illegal, hazardous, explosive, inflammable chemicals/ material etc., which may cause damage to the Building or adjoining unit(s). The Allottee(s) hereby agrees/indemnifies and always keep indemnified against any penal action, damages or loss due to misuse, storage of any illegal, explosive, hazardous, highly inflammable, dangerous or otherwise potentially hazardous chemicals/materials etc. at Apartment for which the Allottee(s)/occupant shall be solely responsible.

15.9 **Signage:** Allottee(s) has agreed and understood that the Promoter has the absolute and unrestricted right over all signage areas for display board, hoardings, illuminated signboards, neon sign etc. in the atrium, lifts, lift lobbies, corridors, basements, parking spaces, front and rear façade of the building. The Promoter shall have absolute right to identify, earmark and allot such places for affixing signage on the exterior/interior of the said Building. The Allottee(s) hereby specifically agrees that the said allotted space for affixing signage etc. shall be increased, decreased or modified in any manner at the sole discretion of the Promoter from time to time..

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

The Parties are entering into this Agreement for the allotment of the said Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to purchase of immovable property in general and the said Apartment in the said Complex in particular in the State. The Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment at his/ her own cost.

17. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it will not make additions or to put up additional structure(s) anywhere in the said Complex except to use/utilize the available/legally acquired additional FAR and density as per applicable laws & Policies and accordingly, the Allottee acknowledge and agrees that the Promoter shall be entitled to make such number of units/ apartments/commercial space/ number of floors as may be permitted and/or construct any additional construction on the said Land and/or additional buildings in and around the said Land in order to utilize the available/additional FAR, if any, to the Said Complex/ Said Building as per approved building plan, layout plan and specifications, amenities and facilities has been approved by the competent authority and the Applicant/Intending Allottee gives its irrevocable consent to it and shall have no objection of whatsoever nature in this regard.

.

18. APARTMENT OWNERSHIP ACT:

The Allottee hereby represents and covenants that he shall do all acts required to ensure that he is at all times in compliance with the provisions of the Karnataka Apartment Owners Act, 1972 and the Rules thereunder, as amended from time to time.

19. BINDING EFFECT:

By just forwarding this Agreement to the Allottee by the Promoter, does not create a binding obligation on the part of the Promoter until, firstly, the Allottee signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, the Allottee and the Promoter have an obligation to execute the Agreement and also register the same as per the provisions of the Act & Rules.

If the Allottee fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and further execute this Agreement and register the same, as per intimation by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 60(sixty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and the provisional registration fee deposited by the Allottee in connection therewith towards part payment of the Booking Amount shall stand forfeited in favour of the Promoter.

20. ENTIRE AGREEMENT:

This Agreement, along with its schedules, shall constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment.

21. RIGHT TO AMEND:

This Agreement may only be amended through written consent of the Parties concerned in the Agreement. The terms and conditions of the Agreement for Sell shall not be changed or modified, except set forth in writing in a separate agreement duly signed by and between the parties. The terms and conditions and various provisions of the Agreement for Sell shall be broadly incorporated in the Conveyance Deed or shall form part thereof. The Allottee further agrees that the Supplementary Agreement, if any executed, between the Promoter and Allottee shall form the integral part of the Agreement for Sale till the time Conveyance Deed is executed without changing the Total Price payable for the said Apartment.

22. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEE(S):

It is clearly understood and so agreed by and between the Parties hereto that the allotment of the said Apartment cannot be transferred, assigned and no further third party nomination or interest can be created by the Allottee other than to a transferee who is financially sound to honour all commitments under this Agreement. and further subject to the Allottee making all up-to-date payments including transfer charges (@ 5% of the Total Cost of the Apartment), as may be decided by the Promoter. It is further agreed that all the provisions contained herein and the obligations arising hereunder in respect of the said Apartment and said Project shall equally be applicable to and enforceable against and by any subsequent allottee of the said Apartment, in case of a transfer, as the said obligations go along with the said Apartment for all intents and purposes.

23. WAIVER NOT A LIMITATION TO ENFORCE:

- 23.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed

by the Allottee that exercise of discretion by the Promoter in the case of one allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other allottees.

- 23.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

24. SEVERABILITY:

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

25. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THIS AGREEMENT:

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

26. FURTHER ASSURANCES:

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

27. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the

Allottee, provided however that the place of execution shall at all times be Bangalore, Karnataka.

28. NOTICES:

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

_____ (Name of Allottee)

_____ (e-mail of Allottee)

_____ (Allottee Address)

And

_____ (Name of Promoter)

_____ (e-mail of Promoter)

_____ (Address)

It shall be the duty of the Allottee and the Promoter to inform each other of any change subsequent to the execution of this Agreement in the above mentioned address and/or e-mail by Registered Post and/or e-mail, respectively, failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be. It has been further agreed that the Promoter will communicate with the Allottee mainly through emails unless statutory requirement of postal letter(s)/ notice(s) is obligatory.

29. JOINT ALLOTTEES:

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address and/or e-

mail given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

30. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the said Apartment and/or the said Project, as the case may be, prior to the execution and registration of this Agreement, shall not be construed to limit the rights and interests of the Allottee under this Agreement for Sale or under the Act or the rules or the regulations made thereunder.

31. GOVERNING LAW AND JURISDICTION:

That the rights and obligations of the parties under or arising out of this Agreement for Sale shall be construed and enforced in accordance with the laws of India for the time being in force. Courts in Bangalore, Karnataka shall have the exclusive jurisdiction to entertain and adjudicate upon any dispute arising out of this Agreement.

32. DISPUTE RESOLUTION:

All or any disputes arising out of or touching upon or relating 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 with mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act to the extent the dispute falls within the purview of section 71 of the Act (as amended from time to time). All other disputes shall be settled by arbitration conducted in accordance with the Arbitration and Conciliation Act, 1996. The Arbitration shall be conducted by a sole arbitrator appointed by the promoter. The language of arbitration shall be English and the seat and venue of arbitration shall be Bangalore. The decision of the arbitrator shall be final and binding on the parties.

33. PROMOTER RESERVES THE RIGHT TO TRANSFER DEVELOPMENT RIGHTS:

The Promoter reserves the right to transfer development rights of the said Complex in whole or in parts to any of its subsidiary promoter, other entity, such as LLP, Partnership Firm, Body Corporate(s) whether incorporated or not, Association or Agency, sole proprietorship etc. by way of JV/sale/ disposal or any other arrangement, as may be decided by the Promoter in its sole discretion without any intimation, written or otherwise to the said Allottee and the said Allottee agrees that he/she shall not raise any objection in this regard. However,

the Promoter shall ensure that the rights of the said Allottee will remain unchanged and the terms of this Agreement for Sale will be adhered to.

34. ENVIRONMENTAL OBLIGATION OF ALLOTTEE:

The Allottee hereby agrees and undertakes that he/she shall always maintain the ecological harmony, *inter alia*, common area, solar lighting, water recycling, waste segregation, CFL lighting, double glazing, solar water heating, harvesting and recharge and to maintain flora & fauna, extensive plantation and aqua life and has fully understood and has willingly committed to share the extra obligations for environment conservation within the said Project and shall always be cooperative and vote for any or all decisions, which will be requested by the Promoter for long term maintenance of extra establishment for this cause.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at the place and on the day, month and year mentioned hereinabove, in the presence of attesting witness.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint allottees)

(1) Signature _____
Name _____
Address _____

Please affix
photograph and sign
across to the
photograph

(2) Signature _____
Name _____
Address _____

Please affix photograph
and sign across to the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature _____
Name _____
Address _____

Please affix photograph
and sign across to the
photograph

At _____ on _____ in the presence of:

WITNESSES:

(1) Signature _____
Name _____
Address _____

(2) Signature _____
Name _____
Address _____

Annexure 1
DESCRIPTION OF COMPOSITE PROPERTY

SCHEDULE 'A'

DESCRIPTION OF THE APARTMENT

FLOOR/SITE PLAN OF THE APARTMENT

PAYMENT PLAN

SCHEDULE 'D'

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE SAID APARTMENT)

STRUCTURE

- Two Basements + Ground Floor + 18 Upper Floor, compliance to seismic zone II.
- Walls – RCC / Blockwork.

FOYER / LIVING / DINING / BEDROOMS

- Superior quality 600 X 600 double charge vitrified tiles by leading brands.
- Premium Emulsion paint finish for walls.

KITCHEN

- Superior quality 600 X 600 double charge vitrified tiles by leading brands.
- Superior quality ceramic tile dadoing up to 2 feet over a granite counter.
- Provision for chimney exhaust in kitchen
- Reticulated Gas provision

BALCONY & UTILITY AREA

- Superior quality 300 X 300 anti-skid ceramic tiles for balcony & utility areas.
- MS handrail with paint finish as per design in all balconies.
- Utility with parapet wall and grill as per design.

TOILETS

- Superior quality 300 X 450 / 300 X 600 ceramic tile wall dadoing up to false ceiling.
- Superior quality 300 X 300 anti-skid ceramic flooring.
- False ceiling with grid panels.

- Granite counter for master bedroom wash basin.

DOORS AND WINDOWS

- Main Door – Engineered wood frame with veneer finish shutter with architrave.
- Internal Door – Engineered wood frame with laminate finish shutter with architrave.
- Windows – 2.5 track UPVC sliding with mosquito mesh.
- Superior quality door hardware accessories.
- Balcony – 2.5 track UPVC sliding with mosquito mesh.
- MS Grills for windows

ELECTRICAL

- BESCOM power supply – 2 BHK 4 KW & 3 BHK 5 KW
- Generator power backup – 1 KW for each apartment.
- 100 % Power backup for common facilities.
- Superior quality modular switches from reputed brands.
- Television points in living and bedrooms.
- Telephone points in living and master bedroom.
- Intercom facility from security cabin to individual apartment.
- Split AC provision in living and bedrooms.

PLUMBING & SANITARY

- CP Fittings and sanitary wares from reputed brands.
- Water supply & drainage pipes from reputed brands.

COMMON AREAS

- Flooring – Granite / Vitrified
- Premium emulsion paint finish.
- MS Handrail as per design.

LIFTS

- 2 – Passenger lifts for each tower.
- 1 – Service lift for each tower.

SCHEDULE 'E'

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE COMPLEX)

AFFIDAVIT

I/We «Allottee_Name» & «Company-Allottee_Name»

S/o/D/o/W/o

R/o

Or M/s _____ having its registered
office at _____
_____ through its Authorized Signatory _____
do hereby affirm and declare as under:-

1. That I / We have purchased an ApartmentNo. _____, on Floor _____, in Vajram Newtown Phase-1, ----- Karnataka (hereinafter referred to as the Premises), from M/s Vajram Estates Pvt. Ltd. . (herein referred to as the 'Promoter').
2. That the Promoter has offered to own and install requisite equipments, viz., independent feeder, transmission lines, D.G. sets etc. in order to make available power backup in the complex.
3. That I / We accept the above offer on the broad terms as envisaged herein below.
4. That I / We hereby agree to avail Power Backup services at the Premises, to be provided by the nominated Maintenance Agency of the Promoter (hereinafter referred to as the 'Maintenance Agency').
5. That I / We do hereby affirm and declare that I / We shall use the Power Backup services in conformity with the conditions, rules, regulations, circulars, instructions, notices and information as may be provided by the Promoter/ Maintenance Agency.
6. That I / We do hereby agree, affirm and declare that I / We shall regularly pay the proportionate consumption charges calculated on per unit metered reading basis, that may be installed by the Promoter/ Maintenance Agency other than paying for establishment charges levied by the Promoter/Maintenance Agency towards independent feeder, transmission lines, D.G. sets etc. whenever demand is raised for the same by the Promoter/Maintenance Agency.
7. That I / We do hereby agree and affirm that I / We shall be billed by the Promoter / nominated Maintenance Agency based on metered reading and that I / We undertake to pay the same within 7 days of receipt of the said bill.

8. That I / We agree that in the event the Promoter installs a separate electric meter for such purpose, I / We shall have no objection to the same.
9. That I / We understand that in the event a separate electric meter is installed by the Promoter / Nominated Maintenance Agency, the cost of such installation / repairs / replacement shall be borne by me / us.
10. That I / We hereby agree and affirm that in the event of non-payment of the aforesaid bills within due date, the Promoter / Maintenance Agency shall be at liberty to disconnect the said Power Backup services and demand payment of interest and collateral loss on the delayed payment at such interest rates at par with long term deposit along with other surcharges at applicable rates which I / We shall be obliged to Pay. Further any reconnection of the same shall be done only after payment of all the dues, including interest, cost, damages, etc. I / We agree that the cost of reconnection shall be borne by me / us.
11. That I / We shall pay all the aforesaid charges billed to me / us and I / We shall not hold or delay the payment of bill of any difference / dispute as to the accuracy or otherwise, I / We further agree and affirm that in the event of any difference / dispute, I / We shall first pay the required bill and thereafter seek to resolve the dispute within seven days of the due date as stated in the bill.
12. That I / We do hereby agree and affirm that all installations including but not limited to electrical wiring inside the premises shall be done in conformity with the specifications and standards provided by the Promoter / Maintenance Agency at costs to me / us. I / We shall be solely responsible for any accident, injury, damage to the Building, mishap etc. and shall not hold the Promoter / Maintenance Agency responsible for any default or non-compliance in this regard.
13. That in event the said Premises is Leased / Licensed to any other person or entity; I shall indemnify the Promoter / Maintenance Agency towards timely and adequate payment of bills towards the aforesaid Power Backup services.
14. That in the event the said Premises is Leased / Licensed to any other person or entity; I shall indemnify the Promoter / Maintenance Agency against any theft, misuse, nuisance, delay or default in payment of consumption and other charges due and payable by such person or entity.
15. I / We agree that in case of non-use of Power Backup services for a period of one month or more, I / We shall pay the minimum per KWH of my connected load as per the Circular / Guidelines issued by the Promoter / Maintenance Agency from time to time, provided prior intimation thereof has been given to the Promoter / Maintenance Agency.
16. That I agree and affirm that I shall always comply with the applicable laws for the time being in force including but not limited to electricity laws and shall throughout indemnify the Promoter/ Maintenance Agency against non-compliance of the same on my / our part.

DEPONENT

VERIFICATION

Verified this _____ day of _____, 20____ that the contents of Paras 1 to 16 of the Affidavit are true and correct to my own knowledge and that nothing material has been concealed there from.

DEPONENT

VERIFIED BEFORE ME

Oath Commissioner

Application for Membership of Association

(to be filled by the Allottee)

From:

«Allottee_Name» & «Co-Allottee_Name»

«Permanent_Address»

To,

The Secretary,

,

Sir,

I have entered into an agreement for sale with M/s Vajram Estates Pvt Ltd to purchase the Apartment bearing unit No. _____, at _____ floor in _____ Block/Tower in Vajram Newtown Phase -1 situated at -----.

Please enroll me as a member of the Association of Owners and I herewith remit a sum of Rs. _____ (Rupees _____) towards entrance fees of the said Association.

Kindly let me know the annual subscription fee and also let me have a copy of the bye-laws of the Association.

Kindly keep me informed of the activities of the Association from time to time.

Thanking you,

Yours faithfully

(_____)

Purchaser /Member

Date :

«Allottee_Name» & «Co-Allottee_Name»

«Permanent_Address»

**SUB: FORMATION OF ASSOCIATION OF OWNERS OF
VAJRAM NEWTOWN PHASE -1**

Dear Sirs,

Enclosed herewith is a duly filled Membership Form and Declaration for enrolment as Member of association of Unit Owners.

We also authorize M/s Vajram Estates Pvt. Ltd. and / or its officers to process the documents / papers for formation of the Association and take all appropriate steps / action in this regard. To this regard, I hereby authorize the nominated representative of Vajram Estates Pvt. Ltd. to sign and act as my attorney/proxy/signee to run the affairs of such an association till elections are held and which will be held after 90% of the complex is occupied and must be attended by over 2/3rd of Unit owners. I undertake and agree that handing over the maintenance to the Association of owners will take place within --- years of completion of the Project and undertake to pay maintenance and other common charges of the Promoter or its nominated maintenance agency at the discretion of the Promoter. I undertake till that period I shall not be participating into any other unauthorized activity or formation of any unauthorized association/online groups/ online communities of applicants/ purchasers/ occupiers/Apartment/ Apartment owners and there will only be one association as per the provisions of Karnataka Apartment Ownership Act 1972, and/or other acts/byelaws enacted by the government from time to time.

Thanking you,

Yours sincerely,

Name: «Applicant_Name» & «CoApplicant_Name»

Address: «Permanent_Address»

Encls: As above

DECLARATION

I / We _____ S/o/D/o/W/o _____
_____ R/o _____
_____ and
_____ S/o/D/o/W/o _____
_____ R/o _____
_____ or M/s. _____
_____ having its registered office at _____

through its Authorized Signatory _____ do hereby
declare that I/we am/are the Purchaser / owner(s) of Apartment No.
_____ at Floor _____, Vajram Newtown Phase-1 and that
we shall abide by the provisions of the Karnataka Apartment Ownership Act, 1972, the
rules made there under and the Bye-laws of the Association. We further undertake to
comply with the decisions of the Apartment Owners' Association taken by it from time
to time as per compliances of the Agreement to Sell dated---- entered into by me/us
with the within named Promoters . We also undertake to pay monthly subscription /
common expenses or other fund or deposit in accordance with only legitimate
decisions of the General Body / Board of Managers of the Association.

Date.....

Signature.....

Place.....

Full Name.....

(in Block Letters)

From :

_____ ,

_____ ,

_____ .

To

M/a Vajram Estates Pvt Ltd.

Sub.: Consent for change in layout/zoning/building plans and filing of Deed of Declaration accordingly.

Sir/Madam,

I have entered into an Agreement for Sale with M/s Vajram Estates Pvt Ltd. to purchase the Apartment bearing unit No. _____, at _____ floor in _____ block/tower in Vajram Newtown Phase -1 located at -----.

I, as a member of Newtown Phase -1 Owners' Association as well as in individual capacity, give my consent for bringing about change in the layout/zoning/ building plans due to technical reasons, change in bye-laws or change in any Govt. norms subject to the approval of concerned authorities and to incorporate and file the same in the Deed of Declaration accordingly under the provisions of Karnataka Apartment Ownership Act, 1972.

Thanking you

Name _____

Address _____

Date: _____

