

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed at _____ on this _____ (Date) day of _____ (Month), 2020.

BY AND BETWEEN:

- (1) **MRS. M. SHARADAMMA**,
aged about 63 years,
wife of late Narayana Reddy,
PAN NO:CSBPS4558L;

- (2) **MR.N.SHEKAR REDDY**,
(for self and as karta of his HUF and as father and natural guardian of his minor children Abhishek aged 14 years and Surabhi aged 11 years)
aged about 45 years,
son of late Narayana Reddy,
PAN NO:CRRPS8334N;

- (3) **MR.N.BHASKAR REDDY**,
(for self and as karta of his HUF and as father and natural guardian of his minor children Eshani aged 11 years and Samitha aged 6 years)
aged about 39 years,
son of late Narayana Reddy,
PAN NO:AEYPR4613Q;

No.1 to 3 residing at No.111, HNR Layout,
Kaikondarahalli Village,
Varthur Hobli, Bengaluru East Taluk.

- (4) **MS. N.NALINI**,
aged about 42 years,
daughter of late Narayana Reddy,
PAN NO:AGLPN2096G
presently residing at #536, 13th Ave W,
Kirkland, WA 98033 USA
Represented by her power of attorney holder
MRS. M. SHARADAMMA under power of attorney dated 12.12.2017;

All represented by their power of attorney holder **M/s. Salarpuria Real Estates Private Limited**, A company incorporated under Companies Act, 1956, having its registered office at No.7, Chittaranjan Avenue, Kolkata – 700 072 and Bangalore Office at 4th floor, 'Salarpuria Windsor', No.3, Ulsoor Road, Bangalore – 560042, under General Power of Attorney dated 15.04.2014 duly registered as doc no.144/2014-15, in Book-I, stored in C.D. no.INRD104, at the office of Sub-Registrar, Indiranagar,

Bangalore, represented by its Authorized Signatory **Mr.**
_____.

(Hereinafter referred to as the “**LANDOWNER**”, which expression shall wherever the context so requires or admits, mean and include their heirs, executors, administrators, successors-in-interest and assign) of the **FIRST PART**;

AND :

SALARPURIA REAL ESTATES PRIVATE LIMITED, (CIN: U70109WB1993PTC058014), (Permanent Account Number: _____), a Company incorporated under the Companies Act, 1956, having its registered office at No.7, Chittaranjan Avenue, Kolkata – 700 072 and its Bangalore office at 4th Floor, Salarpuria Windsor, No.3, Ulsoor Road, Bangalore – 560 042, represented by its Authorised Signatory **Mr.** _____,

(Hereinafter referred to as the “**PROMOTER**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest and assign) of the **SECOND PART**.

(The Landowner and the Promoter collectively referred to as the “First Party” and individually as the Landowner and Promoter as the case may be)

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 assigns) of the **THIRD PART**.

[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 partners for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his / her/ their assigns) of the **THIRD PART**.

[OR]

[If the Allottee is an Individual]

Mr. / Ms. _____, (Aadhar no. _____) _____ son/
daughter of _____, aged about _____, 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 assigns) of the **THIRD PART**.

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhar no. _____) son of _____ aged about _____ 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 deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the **THIRD PART**.

[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**”.

WHEREAS:

- A. The Landowner is the sole and absolute owner of all that piece and parcel of converted lands presently bearing Khatha No.4123/survey No.6/2 issued by Bruhat Bengaluru Mahanagara Palike (**BBMP**), carved out of land bearing Survey No. 6/2, situated at Kasavanahlli Village, Varthur Hobli, Bangalore East Taluk, in all measuring about 2 Acres 30 Gunta, which is hereinafter referred to as “**Larger Property**”;
- B. The Landowner being desirous of developing the Larger Property as residential apartment development consisting of several residential buildings entered into a Joint Development Agreement dated **15/04/2014** (registered as Document No.1455/2014-15 in Book I and stored in CD No.INRD104 in the office of the Sub Registrar, Indiranagar, Bengaluru) with the Promoter herein (hereinafter referred to as the “**DEVELOPMENT AGREEMENT**”) and accordingly the Promoter herein became entitled to the 58% share in the Larger Property and the corresponding constructed area for itself or its nominees being any purchaser desirous of having constructed area in the development to be undertaken by the Promoter and receive all the sale consideration for the same directly;
- C. However, the extent of the Larger Property physically available for plan sanction is about 10,061.93 square meters equal to 2 acres 19.08 guntas which is morefully described in the Schedule “A” hereto below and hereinafter referred to as “**Schedule “A” Property**”.
- D. On an application made to the BBMP by the Promoter for the sanction of the Residential Sanction Plan, BBMP granted sanction for the residential development on the Schedule “A” Property vide its sanction bearing No. BBMP/CC/3139/20-21 BBMP/Addl.Dir/JDNORTH/0011/18-19 dated _____

30/09/2020 ("**Sanctioned Plan**").

- E. The Promoter has formulated a Scheme for development of the Schedule 'A' Property into a residential apartment development comprising of 2 (Two) towers named as 'Tower-A' and 'Tower-B' along with the Club House along with the Common Areas and the Common Amenities and Facilities and the entire development shall be known as "**SIGNET**, a Project Jointly promoted by Salarpuria and Sattva Group". The Towers along with the Common Areas, the Common Amenities and Facilities of the Project and the entire development on the Schedule 'A' Property is hereinafter referred to as the "**PROJECT**";
- F. The Landowner and the Promoter by a supplemental agreement dated 12.11.2020 have allocated their respective areas in the Project and the apartment which is stated in this agreement is falling to the share of the Promoter and the Promoter herein is entitled to construct and sell the said apartments and the convey the corresponding undivided share in the Schedule "A" Property in favour of the purchaser/s who are desirous of owning an apartment in the Tower on the Schedule "A" Property.
- G. The apartment which is stated in this agreement is falling to the share of the Promoter as per the above said supplemental agreement dated 12.11.2020 and the Promoter herein is entitled to construct and sell the said apartments and the corresponding undivided share in the Schedule "A" Property in favour of the purchasers who are desirous of owning an apartment in the Project on the Schedule "A" Property;
- H. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority of Karnataka, and the Regulatory Authority has registered and granted Registration No. _____ to the said Project. The website for the Project is _____;
- I. In terms of the scheme of development of the Schedule 'A' Property, allottees interested in owning an apartment would have to acquire (a) undivided share corresponding to such apartment taking into consideration the FAR achieved and (b) the apartment which is being constructed by the Promoter ("**Scheme**").
- J. The Allottee has been furnished with all the details pertaining to the Project and is fully aware and has understood the Disclosures (*as defined hereinafter*). The Allottee, after completing title verification of the title of the Schedule 'A' Property and having understood the Sanctioned Plan, Project Specifications (*as defined hereinafter*) under Annexure-1, the Scheme of development of the Project, has entered into this Agreement.
- K. The Allottee had applied for an apartment in the Project vide application No. _____ dated _____ and has been allotted the apartment No. _____ having carpet area of _____ square feet and _____square feet of super built up area which is inclusive of the pro rata undivided share in the Common Areas of the Project (*as defined hereinafter*) provided in terms of clause (n) of Section 2 of the Act, being _____ type of the

apartment (the "Apartment") located on the _____ Floor in the Tower No. _____ in the Project known as '**SIGNET**, a Project Jointly promoted by Salarpuria and Sattva Group' being constructed on the Schedule 'A' Property (shown as "**T-_____**" in "**Building - _____**" as shown in the Sanction Plan) along with _____ covered car parking space in the basement/open to be used exclusively by the Allottee or anyone claiming through the Allottee ("**Allottee Car Park**"), as permissible under the applicable law which are more particularly described in Item No. 1 of the Schedule 'B' hereto and corresponding undivided share in the Schedule 'A' Property, hereinafter referred to as the "**Undivided Share**" more particularly described in Item No. 2 of Schedule 'B' hereto. The floor plan of the Apartment is shown in Annexure 2A hereto. The Apartment, the Allottee Car Park and the Undivided Share are hereinafter collectively referred to as the "**Schedule 'B' Property**".

- L. The Promoter is fully competent to enter into this Agreement and all legal formalities with respect to the right, title and interest of the Promoter regarding the Schedule 'A' Property on which the Project is to be constructed have been completed.
- M. The Promoter has made Disclosures to the Allottee in this Agreement under Clause 10.2 below.
- N. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- O. The Parties hereby confirm that they are signing this Agreement after taking advise and with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- P. 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 entering into this Agreement on the terms and conditions appearing hereinafter.
- Q. In accordance with the terms and conditions set out in this Agreement as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment on the terms and conditions contained herein.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DEFINITIONS:

For the purpose of this Agreement for Sale, unless the context otherwise requires, the following capitalized terms shall have the meaning set forth below:-

- 1.1. "**Act**" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016) and includes the Karnataka Real Estate (Regulation and Development)

Rules, 2017 where the context so requires and would include all the amendments thereto from time to time;

- 1.2. **“Agreement”** shall mean this Agreement including the schedules and annexes hereto, as may be amended from time to time;
- 1.3. **“Allottee Car Park”** shall mean the exclusive car parking space/s allotted to the Allottee to be used exclusively by the Allottee so long as the Allottee owns and occupies the Apartment or by any of the occupiers of the Apartment under the authority or agreement with the Allottee herein. The regulation for the use of Allottee Car Park shall be in terms of Annexure 6 hereto;
- 1.4. **“Apartment”** shall mean the apartment No. _____ having carpet area of _____ square feet and _____ square feet of super built up area which is inclusive of the pro rate undivided share in the Common Areas of the Project as provided in terms of clause (n) of Section 2 of the Act, being _____ type of the apartment, located on _____ Floor in the Tower No. _____ in the Project known as **“SIGNET**, a Project Jointly promoted by Salarpuria and Sattva Group’ being constructed on the Schedule ‘A’ Property and which is more particularly described in Item No. 1 of the Schedule ‘B’ hereto;
- 1.5. **“Applicable Laws”** means all laws, statutes, regulations, codes, bye-laws, ordinances, treaties, judgments, decrees, directives, rules, guidelines, orders, policies and other requirements of any Governmental Authority having jurisdiction over the Schedule ‘A’ Property which are in effect or as may be amended, modified, enacted or revoked from time to time hereafter and include the Act wherever the context so requires;
- 1.6. **“Appropriate Government”** means the State Government of Karnataka;
- 1.7. **“Association” or “Association of Owners” or “Owners Association”** shall all mean the same, being the Association of Owners that is established by the Landowner and the Promoter, in respect of the Project as per the provisions of the Karnataka Apartment Ownership Act, 1972;
- 1.8. **“Association Agreement”** shall mean the Maintenance Agreement between the Association and the service provider for maintenance of the Common Areas and the Common Amenities and Facilities of the Project and the Development;
- 1.9. **“Booking Amount”** shall mean the amounts paid by the Allottee upto date of execution of this Agreement being not more than 10% of the Total Price.
- 1.10. **“Carpet Area”** shall mean the net useable floor area and the area covered by internal partition walls in the Apartment and shall exclude area covered by external walls, services shafts, exclusive balcony or veranda and exclusive open terrace and any other Limited Common Area.

- 1.11. **“Common Areas of the Project”** shall mean and include areas demarcated and declared as the common areas of the Project and as detailed in Annexure 4 hereto which are in terms of clause (n) of Section 2 of the Act. The Common Areas of the Project are subject to such reasonable, non-discriminatory rules and regulations as are prescribed by the Promoter or Association of Owners to be followed by all the owners/occupiers of the apartments in Project;
- 1.12. **“Common Amenities and Facilities of the Project”** shall mean and include those amenities and facilities of the Project as detailed in Annexure 5 hereto. The Common Amenities and Facilities of the Project are subject to such reasonable, non-discriminatory rules and regulations as are prescribed by the Promoter or the Association of Owners to be followed by all the owners/occupiers of the apartments of the Project;
- 1.13. **“Completion Period”** shall mean _____ or such extended time as provided in clause 9 below, before which the Promoter shall complete the Project in terms of the Specifications for the Project and applied for and secured the Occupancy Certificate for the Project or any of the Tower/s in the Project;
- 1.14. **“Conveyance Deed” or “Sale Deed”** shall mean the deed of sale or conveyance of the Schedule ‘B’ Property to be executed by the Promoter in favour of the Allottee;
- 1.15. **“Deed of Declaration”** shall mean the deed of declaration that would be executed by the Promoter to submit the Project, the Common Areas of the Project and the Common Amenities and Facilities of the Project under the provision of the Karnataka Apartment Ownership Act, 1972;
- 1.16. **“Disclosures”** shall have the meaning ascribed to such term under Clause 10.2;
- 1.17. **“Force Majeure”** shall mean the occurrence of one or more of the following events:- (i) war, (ii) flood, (iii) drought, (iv) fire, (v) cyclone, (vi) earthquake, (vii) strike, (viii) non-availability of construction materials (ix) any other calamity caused by nature and (x) any other event declared as “force majeure” under a circular / order issued by the State or Central Government / Karnataka Real Estate Regulatory Authority;
- 1.18. **“Interest”** means the rate of interest payable by the Promoter or the Allottee, as the case may be in terms of this Agreement which is to be calculated at the rate of 2% over and above the highest State Bank of India Marginal Cost Lending Rate (MCLR) or such other rate as may be prescribed by the Karnataka Real Estate (Regulation and Development) Rules, 2017 from time to time;
- 1.19. **“Limited Common Area”** shall mean any exclusive garden area attached to any specified apartments, any exclusive terrace area attached to any specified apartments, that are carved out from and out of the Common Areas of the

Project, and which are allotted for the exclusive use by such apartments as they would be attached to and capable of being used by these apartments and to be maintained by these apartments at their cost and not as part of the Common Area of the Project. The Allottee Car Parking shall also be a part of the Limited Common Area and the Residence Owners of their respective car parking space shall have the exclusive right thereto to the exclusion of other owners of the Private Residences. The maintenance of the Allottee Car Parking and other car parking spaces shall form part of the common maintenance cost of the Common Areas of Project and the Common Amenities and Facilities of Project;

- 1.20. **“Occupancy Certificate”** means the certificate or partial occupancy certificate, or such other certificate by whatever name called, issued by the competent authority confirming completion of the Project or any of the Tower/s thereof, and pursuant thereto permitting occupation of the Project or the Tower/s for which such certificate is issued;
- 1.21. **“Payment Plan”** shall mean the plan for payment of instalments payable by Allottee under Annexure 3 hereto, each of which individually also being Payment Plan and collectively also referred to as Payment Plan;
- 1.22. **“Person”** shall mean any natural person, limited or unlimited liability company, corporation, general partnership, limited liability partnership, proprietorship, trust, union, association, court, tribunal, agency, government, ministry, department, commission, self-regulatory organisation, arbitrator, board, or other entity, enterprise, authority, or business organisation and shall include any other person as defined under the Act;
- 1.23. **“Plan”** or **“Sanctioned Plan”** shall mean the building sanction plan, which is approved by the authority prior to start of the Project and as detailed in Recital-E;
- 1.24. **“Project”** shall have the meaning ascribed to the terms in Recital _____. The Project is shown in the outline plan in Annexure-2 hereto;
- 1.25. **“Project Account”** shall mean the account opened in ____ Bank ____ Branch, Bangalore bearing account No. _____ and standing in the name of the Promoter for the Project.
- 1.26. **“Regulations”** means the Regulations made under the Real Estate (Regulation and Development) Act, 2016;
- 1.27. **“Rights and Obligations”** shall mean the obligations set out in Schedule C hereto and the rights set out in the Schedule D hereto in the use and enjoyment of the Apartment, the Common Areas of the Project and the Common Amenities and Facilities of the Project;
- 1.28. **“Rules”** means the Karnataka Real Estate (Regulation and Development) Rules, 2017;

- 1.29. **"Schedule 'A' Property"** shall mean the land on which the Project is being developed by the Promoter and ascribed to the term in Recital-C and more fully described in the Schedule "A" hereto;
- 1.30. **"section"** means a section of the Act.
- 1.31. **"Specifications"** or **"Project Specifications"** shall mean the specifications of construction set out in Annexure 1 hereto or any equivalent thereto in terms of quality for the Tower/s in the Project;
- 1.32. **"Statutory Payments"** shall mean statutory charges including Goods and Service Tax ("GST") as applicable from time to time;
- 1.33. **"Super Built Up Area"** shall mean the aggregate of (i) the Carpet Area of the Apartment, and (ii) pro rate undivided share in the Common Areas of the Project, which are in terms of clause (n) of Section 2 of the Act;
- 1.34. **"TDR"** shall mean Transfer of Development Rights that the Promoter will acquire in order to add to the construction in the Project.
- 1.35. **"Total Price"** shall have the meaning ascribed to the term in Clause 3.1; and
- 1.36. **"Tower/s"** shall mean individually or collectively the Tower/s being part of the Project to be constructed on the Schedule 'A' Property for the Project.
- 1.37. **"Undivided Share"** shall mean an undivided share in the Schedule 'A' Property corresponding to the Apartment taking into consideration the FAR consumed in construction of the Project to be finally recorded in the Sale Deed for the Schedule 'B' Property and which is more particularly described in Item No. 2 of the Schedule 'B' hereto.

2. AGREEMENT FOR SALE:

Subject to the terms and conditions as detailed in this Agreement and in consideration of the Allottee joining the Scheme of development and agreeing to pay the Total Price and complying with the terms herein, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Schedule 'B' Property.

3. THE TOTAL PRICE FOR THE SCHEDULE 'B' PROPERTY:

- 3.1. The Total Price for the Schedule 'B' Property is Rs. _____ (Rupees _____ only) ("Total Price") which is detailed as under:

Sl.No.	Particulars	Cost (Rs.)
1.	Rs._____/ - per square feet of Type-'____' apartment bearing No._____ measuring _____ square metre of Carpet Area (equivalent to _____ Square	

	feet) and super built up area of _____ square metre (equivalent to _____ square feet) (i.e. inclusive of proportionate undivided share in the Common Area of the Project) in _____ floor of Tower No.-' _____' of the Project;	
2.	Preferential location charges of Rs.____/- per square feet of the Carpet Area of the Schedule 'C' Property	
3.	Charges towards _____ No. of covered Allottee Car Parking	
4.	Rs.____/- per square feet of exclusive open terrace area measuring _____ square feet which is attached to the Schedule 'C' Property	
5.	Rs. _____/- per square feet of the Carpet Area of the Schedule 'C' Property towards the Development & Infrastructure in the Project;	
6.	Rs._____-/- towards the Common Amenities & Facilities Charges including the Club house;	
7.	Rs._____-/- being the charges towards generator for the power backup in the Schedule 'C' Property;	
8.	Charges towards reticulated gas piping in the Schedule 'C' Property	
9.	Rs._____-/- per square feet of the Carpet Area of the Schedule 'C' Property towards Maintenance Deposit	
10.	Rs. _____/- per square feet of the Carpet Area of the Schedule 'C' Property being the advance Maintenance Charges.	
11.	Legal and Facilitation Fees	
12.	TOTAL PRICE	

- 3.2. The Total Price above includes the Booking Amount paid by the Allottee to the Promoter towards the Schedule 'B' Property;
- 3.3. The Promoter has informed and the Allottee is aware that as per the applicable law in respect of GST, currently GST is chargeable on 2/3rd of the amounts mentioned in SI.No. 1 to 4 of the above table and GST is fully chargeable on the amounts mentioned in SI.No. 5 to 11 of the above table.
- 3.4. The Total Price above includes Statutory Payment charged (consisting of tax paid or payable by the Promoter by way of Goods and Service Tax (GST), or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) and the same shall be payable by the Allottee under each installment of payments under the Payment Plan and on or before handing over the possession of the Apartment to the Allottee. Provided that in case there is any change / modification in the taxes and Statutory Payments, the subsequent amount payable by the Allottee to the Promoter shall be increased/reduced based on such change / modification and the Allottee further agrees that such change would amount to change in the Total Price, which the Allottee shall bear.

Provided further that if any increase in the taxes after the Completion Period for the Project as per registration with the Karnataka Real Estate Regulatory Authority which shall include the extension of registration, if any, granted to the said Project by the Karnataka Real Estate Regulatory Authority as per the Act, the same shall not be charged from the Allottee;

- 3.5. The Promoter shall periodically intimate in writing to the Allottee, the amount payable under the Payment Plan 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 Statutory Payments paid or demanded along with the acts/rules/notifications together with dates from which such Statutory Payments have been imposed or become effective;
- 3.6. The Total Price of the Schedule 'B' Property includes recovery of price of land, construction of the Apartment as per the Specifications, the Common Areas of the Project and Common Amenities and Facilities of the Project;
- 3.7. The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in Statutory Payments / charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the Completion Period for the Project as per registration with the Karnataka Real Estate Regulatory Authority, which shall include the extension of registration, if any, granted to the said Project by the Karnataka Real Estate Regulatory Authority, as per the Act, the same shall not be charged from the Allottee.
- 3.8. It is agreed that the Promoter shall not make any additions and alterations in the Sanctioned Plans, layout plans and Specifications and Common Amenities and Facilities of the Project furnished by the Promoter, on the basis of which sale is effected in respect of the Apartment, without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.
- 3.9. The Promoter shall confirm to the final Carpet Area that has been allotted to the Allottee after the construction of the Project is complete and the Occupancy Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The Total Price payable for the Carpet Area shall be recalculated upon confirmation by the Promoter. If there is any reduction in excess of 3% (three percent) of the Carpet Area, then the

Promoter shall refund the excess money paid by Allottee within sixty days with annual Interest, from the date when such an excess amount was paid by the Allottee. If there is any increase in the Carpet Area, which is not more than 3% (three percent) of the Carpet Area of the Apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet of Carpet Area as agreed in clause 3.1 of this Agreement.

- 3.10. Subject to Clause 27.3, the Promoter agrees and acknowledges, the Allottee shall have the right to the Schedule 'B' Property as mentioned below only on the payment of the Total Price as under:
- (i) The Allottee shall have exclusive ownership of the Apartment and co ownership of the Undivided Share;
 - (ii) The Allottee shall also have undivided proportionate share in the Common Areas of the Project. Since the share / interest of Allottee in the Common Areas of the Project is undivided and cannot be divided or separated, the Allottee shall use the Common Areas of the Project along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas of the Project to the Association of Owners after duly obtaining the Occupancy Certificate from the competent authority as provided in the Act;
 - (iii) That the computation of the Total Price of the Schedule 'B' Property includes recovery of price of land, construction cost of the Apartment as per the Specifications, the Common Areas of the Project and the Common Amenities and Facilities of the Project, internal development charges and external development charges, Statutory Payments;
 - (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Apartment after prior notice to the Promoter and in compliance with safety requirements at the Project site.
- 3.11. It is made clear by the Promoter and the Allottee agrees that the Schedule 'B' Property shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the Schedule 'A' Property and is not a part of any other project or zone and shall not form a part of and/or/ linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Common Amenities and Facilities of the Project shall be available only for use and enjoyment of the Allottees of the Project.
- 3.12. The Allottee agrees not to question or challenge the Total Price agreed between the Promoter and the other allottees in the Project.

- 3.13. The Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee, the Promoter agrees to be liable, even after the transfer of the Schedule 'B' Property, to pay such outgoings and penal charges, if any, to the authority or Person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or Person.
- 3.14. The Allottee has paid a sum of Rs. _____/- (Rupees _____ only) as Booking Amount being part payment towards the Total Price of the Schedule 'B' Property, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining of the Total Price of the Schedule 'B' Property as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein. Provided that if the Allottee delays in payment towards any amount which is payable, the Allottee shall be liable to pay Interest.
- 3.15. The Allottee shall at all times be bound by the terms and conditions of use of the Allottee Car Park as per Annexure 6 below.

4. MODE OF PAYMENT:

- 4.1. Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) to the Project Account.
- 4.2. In case of any dishonour of cheque a sum of Rs. 500/- (Rupees Five Hundred Only) would be debited to the Allottee's account. In cases of out station cheque or demand draft or wire transfer, the collection charges, if any, will be debited to the Allottee's account and credit for the payment made will be given on net credit of the amount of the instalment under the Payment Plan.
- 4.3. Tax Deduction at Source of 0.75% (zero point seven five percent) of Total Price shall be paid / remitted by the Allottee as per the provision of Section 194 IA of the Income Tax Act, 1961. The Allottee shall issue a certificate of deduction of tax in Form 16B to the Promoter on or before the 7th of the subsequent month of deduction.
- 4.4. The Allottee undertakes and assures to make all the payments and all of its instalments as per the Payment Plan, in time and without any delay or default;

5. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 5.1. The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made 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 the 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 may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 5.2. The Promoter accepts no responsibility in regard to matters specified in clause 5.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the Applicable Laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the Apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

6. 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 Schedule 'B' Property, and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

7. TIME IS ESSENCE:

- 7.1. The Promoter shall abide by the time schedule for completing the Project as disclosed in the registration of the Project with the Karnataka Real Estate Regulatory Authority.
- 7.2. The Allottee is fully aware and has agreed that the time of payment of the amounts in terms of the Payment Plan and each instalment is the essence of this Agreement in order to enable the timely completion of the Project by the Promoter and that the default in payments by the Allottee of the instalments set out in the Payment Plan would affect the entire Project development.

8. CONSTRUCTION OF THE PROJECT/APARTMENT:

- 8.1. The Allottee has seen the layout plan/Sanctioned Plan of the Project, the location and layout of the Apartment and its Specifications, the Allottee Car Parking, the Common Areas of the Project and the Common Amenities and Facilities of the Project and accepted the same. The Project has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans/ Sanctioned Plan, floor plans and Project Specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, Floor Area Ratio ("FAR") and density norms and provisions prescribed by the BDA and shall not make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

9. POSSESSION OF THE APARTMENT:

- 9.1. Schedule for possession of the said Apartment - The Promoter agrees and understands that subject to the Allottee paying all the amounts under this Agreement, timely delivery of possession of the Apartment to the Allottee, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with ready and complete Common Areas of the Project and Common Amenities and Facilities of the Project in place on _____ (**"Completion Period"**), unless there is delay or failure due to Force Majeure. If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then this Agreement shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the Allottee other than Statutory Payments within 60 days from that date and against the Allottee having executed and registered a cancellation agreement for termination of this Agreement. The Promoter shall intimate the Allottee about such termination by giving thirty (30) days prior notice and on such intimation, this Agreement shall stand terminated. On 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 liabilities under this Agreement.
- 9.2. Procedure for taking possession - The Promoter, upon obtaining the Occupancy Certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of Occupancy Certificate against payment of all the amounts to be paid by the Allottee in terms of the Payment Plan. The Promoter shall hand over copy of the Occupancy Certificate of the Project to the Allottee at the time of conveyance of the

Apartment in favour of the Allottee

- 9.3. Failure of Allottee to take possession of Apartment - Upon receiving a written intimation from the Promoter as per clause 9.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 9.2, such Allottee shall continue to be liable to pay maintenance charges as specified in clause 0 and any other taxes or Statutory Payments incurred by the Promoter.
- 9.4. Possession by the Allottee - After obtaining the Occupancy Certificate and handing over physical possession of the Apartment to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans to the Association of Owners, which is formed as per the local laws.
- 9.5. In the event of the Allottee failing to take possession of the Apartment, within 2 months of the Promoter having informed the Allottee of the Occupancy Certificate being received and the Allottee has paid all the amounts due under this Agreement, the Allottee shall become liable to pay for the payment towards demand / power charges from the date of possession, proportionate municipal taxes for the Common Areas of the Project, municipal taxes for the Apartment, the maintenance charges towards the Common Areas of the Project and the Common Amenities and Facilities of the Project. Further if there are any extra costs for maintenance of the interior of the Apartment and its up keep the same shall be borne by the Allottee.
- 9.6. It is further agreed by the Allottee, that once the Allottee takes possession of the Apartment, the Allottee shall use the same in a prudent manner and shall not in any manner undertake any of the following, which if undertaken by the Allottee, would exclude the liability of the Promoter under the provision of clause 26 below:-
 - 9.6.1. Any structural changes;
 - 9.6.2. Carrying out any interior works which require any structural or architectural changes from the original design attributes;
 - 9.6.3. Demolition, dismantling, making openings, removing or re-sizing the original structural framework;
 - 9.6.4. Putting excess or heavy load or using the Apartment other than for its intended purpose.
- 9.7. The Allottee agrees and undertakes that since the possession is to be taken on two months after the Occupancy Certificate is issued, the Allottee shall from expiry of the aforesaid 2(two) month period, whether possession is taken or not, become liable to:
 - 9.7.1. pay the maintenance charges,
 - 9.7.2. pay the Statutory Payments,

- 9.7.3. Pay the khata transfer fees, any other charges that are necessary for securing separate assessment for the Apartment,
- 9.7.4. Pay the proportionate share of all outgoing and general expenses such as insurance, municipal taxes / expenses, and cesses, electrical and water tax for the Common Areas of the Project and Common Amenities and Facilities of the Project.
- 9.7.5. pay all municipal and property taxes payable or arising in respect of the corresponding Carpet Area of the Apartment

10. REPRESENTATIONS AND WARRANTIES AND DISCLOSURES OF THE PROMOTER:

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

- (i) The Landowner has absolute, clear and marketable title with respect to the Schedule 'A' Property, the requisite rights to carry out Project upon the Schedule 'A' Property and absolute, actual, physical and legal possession of the Schedule 'A' Property for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the Schedule 'A' Property or the Project;
- (iv) There are no litigations pending before any Court of law or authority with respect to the Schedule 'A' Property, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Schedule 'A' Property and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Schedule 'A' Property and Apartment and Common Areas of the Project;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Schedule 'A' Property which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Schedule 'B' Property to the Allottee in the manner contemplated in this Agreement;

- (ix) At the time of execution of the Conveyance Deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the maintenance of Common Areas of the Project and the Common Amenities and Facilities of the Project to the Association of Owners as per the Act;
 - (x) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the Occupancy Certificate for the Project has been issued and possession of Apartment taken by the Allottee or two months from the date of the Occupancy Certificate, whichever is earlier;
 - (xi) 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 Schedule 'A' Property and/or the Project.
 - (xii) The Promoter, shall compensate the Allottee in case of any loss caused to him/her/them/it due to defective title of the Schedule 'A' Property, on which the Project is being developed, in the manner as provided under the Act and the claim for Interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.
- 10.2. The Allottee acknowledges and confirms that the Promoter has fully disclosed to the Allottee and the Allottee has reviewed all such disclosures as set out below ("**Disclosures**") and after having understood the implication thereof has entered into this Agreement and the Allottee has agreed to all of the Disclosures and the Allottee, expressly grants its consent and no objection to the Promoter to undertake every action as per Disclosures.
- (i) That, the sale of the Undivided Share is only for enabling the Allottee to construct and own the Apartment and not for any other purpose. Accordingly the Allottee has agreed that the quantum of undivided share to be conveyed would be finally calculated based on the FAR utilized for the Project after the removal of civic amenities land areas, park and open space area and road widening areas. The Undivided Share that would be arrived in terms hereof would be conveyed to the Allottee and form part of the Deed of Declaration.
 - (ii) The Common Areas of the Project and the Common Amenities and Facilities of the Project on being handed over to the Association of Owners or after one year from the date of Occupancy Certificate being issued, whichever is earlier, shall be maintained by all the allottees of the Project or the Association of Owners.

- (iii) That, the Common Areas of the Project and the Common Amenities and Facilities of the Project shall be used by the Allottee in in common with owners of constructed area in the Project and on the terms and conditions provided in the rules and regulations formulated by the Promoter and / or the Association of Owners.
- (iv) The Promoter has informed the Allottee and the Allottee is fully aware and has agreed that the Apartment can be used only for residential purposes and in terms of the rules and regulation formulated by the Promoter and / or the Association of Owners.
- (v) That, in the event of there being any increase in the FAR, either by way of loading of the TDR or any change in the Applicable Law before completion of the Project, the Promoter will be utilising such increase in the FAR in the Project in terms of provisions of the Act.

11. RIGHT OF THE PROMOTER TO DEVELOP THE PROJECT, THE COMMON AMENITIES AND FACILITIES OF THE PROJECT AND THE COMMON AREAS OF THE PROJECT:

- 11.1. The Allottee agrees that the Promoter shall have an unobstructed right without hindrance, to progress the construction of the Project and all the Common Areas of the Project and the Common Amenities and Facilities of the Project.
- 11.2. The Allottee agrees that the Promoter will be entitled to free and un-interrupted access, at any point of time in any part of the Schedule 'A' Property, for the development of the Project.
- 11.3. The Allottee is fully aware that the Promoter will be developing the Project and constructing / completing the Tower/s, Common Amenities and Facilities of the Project from time to time but within the period specified in Clause 9.1. The Allottee has assured and agreed that Allottee shall have no objection to the Promoter completing the other Tower/s within the period specified in Clause 9.1 even if the Allottee has taken possession of the Apartment in the Tower which is completed, and the Promoter has secured Occupancy Certificate for the Tower.

12. REPRESENTATIONS WARRANTIES ASSURANCES COVENANTS AND CONFIRMATION OF THE ALLOTTEE:

The Allottee acknowledges that the Promoter has entered into this Agreement, based on the representations, warranties, assurances and confirmation of the Allottee set out below:

- 12.1. The Allottee has the power to enter into and perform this Agreement and upon execution, this Agreement, would constitute legal, valid and binding obligations on the Allottee;

- 12.2. The Allottee confirms and acknowledges that the Allottee has been furnished with copies of all the title deeds relating to Schedule 'A' Property and the Sanctioned Plan, the layout plan and the Allottee after being satisfied with the title of the Promoter to the Schedule 'A' Property and the Promoter's right to develop Schedule 'A' Property, has entered into this Agreement;
- 12.3. The Allottee is aware and has also agreed that the Promoter shall be entitled to grant exclusive right to use and right to deal with any Limited Common Area. The car parking provided to the allottees shall also be a part of the Limited Common Area. The allottees of the Limited Common Area shall have the exclusive right thereto to the exclusion of other owners of the apartments. The Allottee confirms that before execution of this Agreement, the Allottee has been provided with details of the Limited Common Area of the Project and is fully aware of the exclusive right of users of such Limited Common Areas of the Project. The Allottee has also been informed that the Deed of Declaration shall also provide the details of such Limited Common Area and its use and exclusivity. The maintenance of the Allottee Car Park shall be part of the maintenance charges, charged by the Promoter/ Association of Owners.
- 12.4. Allottee has entered into this Agreement with the full knowledge of all laws, rules, regulations, notifications applicable to the Project. That the Allottee hereby undertakes that he/she shall comply with and carry out from time to time after he/she has taken over for occupation and use the Apartment, all the requirements, requisitions, demands and repairs which are required by any authority in respect of the Apartment at his/her own cost.
- 12.5. That the Total Price agreed herein is based on the mutual negotiations between the Allottee and the Promoter, and the Allottee shall have no right to renegotiate on the Total Price in comparison with the other allottees of the apartments in the Project for any reason whatsoever.
- 12.6. The Allottee and other owners of the apartments undertake to join the Association of Owners formed by the Promoter.
- 12.7. That the Allottee and the Association of Owners shall take over the maintenance of the Project in terms of Clause 21 of this Agreement.
- 12.8. That after Project is handed over to the Association of Owners, the Promoter shall not be responsible for any consequence or liability on account of failure, negligence, act or omission, obstruction, alteration, modification, restraint or improper use by any or all the owners, service providers or their agents with regards to the Common Amenities and Facilities of the Project as well as the fire safety equipment, fire protection systems, their supporting equipment, pollution control and other general safety equipment, related facilities and services. The Allottee with the other owners shall ensure that periodical inspections of all such Common Amenities and Facilities of the Project are done so as to ensure proper functioning thereof.

- 12.9. The Allottee covenants that the Allottee shall have the rights and be bound and liable to comply with the obligations set out under the Rights and Obligations.
- 12.10. That the Allottee shall not have any right, at any time whatsoever, to obstruct or hinder the progress of the Project to be constructed on the Schedule "A" Property including the development and construction of the Tower in which the Apartment is located.
- 12.11. That the Allottee's rights under this Agreement are confined to the Apartment and the Allottee shall not have any right in any other part of the Project and the Schedule 'A' Property.
- 12.12. The Allottee agrees not to alter or subscribe to the alteration of the name of the Project, "**SIGNET**, a Project Jointly promoted by Salarpuria and Sattva Group", it being acknowledged that neither the Allottee nor other owners of apartments within the Project have any right to seek such change. The Promoter will be entitled to make the change in the name.
- 12.13. All interior related works by the Allottee can be taken up only after handing over possession of the Apartment to the Allottee by the Promoter. The Promoter does not owe any responsibility for any breakages / damage caused by the Allottee to any of the finishing works or to the structure already handed over to the Allottees. The Promoter is not answerable to any kind of thefts, pilferages, etc., during the course of the interior works by the Allottee.
- 12.14. The Parties agree that any default by the Allottee in complying with the payment obligations stipulated in this Agreement would constitute sufficient reason/cause for the Promoter to terminate this Agreement and in which case the provisions for termination under Clause 27.3.2 would follow immediately.
- 12.15. The Allottee covenants that the Allottee shall comply with all the rules and regulations pertaining to Common Areas of the Project, Common Amenities and Facilities of the Project.
- 12.16. The Allottee shall be solely responsible to keep the Apartment the walls, drains, pipes and other fittings in good and habitable condition in particular at his/her own cost, so as to support and protect the parts of the Tower/s, and to carry out any internal works or repairs as may be required by the Association of Owners.
- 12.17. The Allottee agrees that all the above covenants and assurances of the Allottee shall continue up to the date of execution of the Sale Deed and shall be repeated under the Sale Deed.

13. CONVEYANCE AND DELAY IN TAKING CONVEYANCE:

- 13.1. The Promoter, on receipt of Total Price of the Apartment as per Clause 3.1 from the Allottee, and the Interest outstanding in terms of Clause 27.3.1 below, shall execute a Conveyance Deed and convey the absolute right, title and

interest of the Schedule 'B' Property (i.e. Apartment together with corresponding Undivided Share and proportionate indivisible / undivided share in the Common Areas of the Project) in favour of the Allottee within 3 months from the date of issuance of the Occupancy Certificate. However, in case the Allottee has paid the Total Price but fails to deposit the stamp duty and / or registration charges within the period mentioned in the notice by the Promoter, the Allottee authorizes the Promoter to withhold registration of the Conveyance Deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall not be entitled to claim conveyance of the Schedule 'B' Property until the Allottee fulfils and performs all the obligations and completes all payments under this Agreement. The Promoter shall handover a copy of the Occupancy Certificate to the Allottee /s at the time of the conveyance.

- 13.2. The Allottee agrees and undertakes that after the Conveyance Deed is executed, the Allottee shall not seek partition or division or separate possession of the Undivided Share that would be conveyed.
- 13.3. The Allottee agrees and undertakes that after the execution of the Conveyance Deed, the Allottee shall not object to the construction of the remaining part of the Project and other structures on the Project being constructed by the Promoter including apartments for sale to other allottees.
- 13.4. The Allottee undertakes that the Allottee, shall come forward to take conveyance of the Schedule 'B' Property, on the Promoter having informed the Allottee in terms of clause 9.2 above. If the Allottee fails to come forward to take the conveyance, the Promoter shall not be liable for any increase in stamp duty, registration charges or up keep of the Apartment.
- 13.5. The Allottee shall be liable to pay the stamp duty and registration fees in terms of clause 30(h) below.
- 13.6. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter.

14. NATURE OF RIGHT OF USAGE:

- 14.1. It is agreed that the Apartment shall be used only for the residential purposes.
- 14.2. It is agreed that the Allottee Car Park shall be used only for parking cars and the Allottee Car Park shall not be used for storage, disposal of old tyres, or as any accommodation for helpers, drivers etc.
- 14.3. All the Common Area of the Project and the Common Amenities and Facilities of the Project shall be for non-exclusive use and will be based on the rules and regulations of the Association of Owners and as provided herein.

- 14.4. Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Project, 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 Plan (together referred also as the '**Restricted Common Area**'). The Allottee shall not be permitted to use the services areas and the basements which are part of the Common Areas of the Project in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association of Owners formed by the Allottees for rendering maintenance services.

15. THE KARNATAKA APARTMENT OWNERSHIP ACT, 1972 and THE KARNATAKA OWNERSHIP FLATS (REGULATION OF THE PROMOTION OF THE CONSTRUCTION, SALE, MANAGEMENT AND TRANSFER) ACT, 1972:

The Promoter has assured the Allottees that the Project is in accordance with the provisions of the Karnataka Apartment Ownership Act, 1972 (Karnataka Act 17 of 1973) and the Karnataka Ownership Flats (Regulation of the Promotion of the Construction, Sale, Management and Transfer) Act, 1971. The Promoter showing compliance of various laws/regulations as applicable in the State of Karnataka and its revision thereafter from time to time. It is clarified that as per the provision of the Karnataka Apartment Ownership Act, 1972, since the proportionate undivided share in Common Areas of the Project are sold along with the Apartment and cannot be separated from the Apartment to which it appertains and since pursuant to the execution of the Deed of Declaration the Common Areas of the Project are being submitted to the provision of the Karnataka Apartment Ownership Act, 1972 and the rules thereunder, and the undivided interest of the Common Areas of the Project is to be registered by the Promoter along with the Schedule 'B' Property and the undivided share in the Common Areas of the Project would be part of the super built up area of each of the apartment also the said Apartment.

16. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter /maintenance agency /Association of Owners shall have rights of unrestricted access of all Common Areas of the Project, garages/covered/basement/ stilt/open parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Association of Owners and/or maintenance agency to enter into the Apartment or any part thereof and the Allottee Car Park, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

17. RIGHT TO REBUILD.

- 17.1. In the event of damage or destruction of Project, where such damage or destruction occurs after the completion of Project, all allottees in Project shall

have the right to repair or rebuild Project and the apartments, subject to Applicable Law. The repair or reconstruction of the Project shall be carried out on the basis of the sanctioned plan and other approvals that may be required.

- 17.2. All the allottees of Project which is damaged or destroyed shall bear the cost of such repair or reconstruction in proportion to the size of their respective apartments and in a fair and equitable manner. The owners of the apartments based on the resolutions passed by the Association of Owners will be entitled to utilise the funds available with the Association of Owners for this purpose in accordance with the rules and regulations of the Deed of Declaration. Without prejudice to the foregoing, the Allottee agrees that the proceeds of any insurance that may be obtained by the Association of Owners for insuring the Project against any such damage or destruction, shall be utilized only for the purpose of such repair or reconstruction.

18. ASSIGNMENT

- 18.1 The Allottee hereby agrees and confirms that this Agreement is not transferable / assignable to any other third party or entity except as provided in this clause 18.2 and clause 18.3.
- 18.2 That the Allottee shall be entitled to transfer / assign the rights under this Agreement subject to payment of 100% of the Total Price and payment of the transfer fees of 4% of the Total Price by the Allottee.
- 18.3 Any assignment shall be, subject to clause 18.2, be done only by way of written agreement between the Promoter, the Allottee herein and the new allottee. The new allottee shall undertake to be bound by the terms of this Agreement. Any stamp duty, registration fee and cost towards execution and registration of the agreement transferring/assigning this Agreement shall be solely to the account of the Allottee/new allottee.

19. CLUB AND MEMBERSHIP OF THE CLUB

- 19.1. The Allottees is fully aware that the Promoter will be providing a Club house in the Project. The said Club House will be managed by the Promoter or any operator that the Promoter may appoint. The Club shall be developed as part of the Schedule 'A' Property as demarcated in Annexure-2 and the undivided share corresponding to the constructed area of the Club shall be conveyed among all the allottees in the Project on a pro rata basis, taking into consideration the measurement of the constructed area acquired by them in the Project. The Allottees herein will be entitled to the use of such Club House/Room with the allottees of the Project on a payment of club usage charges, as prescribed by the Promoter and after handover, by the Association of Owners from time to time. The Allottees and all other owners of the Apartment shall be bound by the rules and regulations of the Club House / Room. On the Promoter handing over the maintenance to the Association of Owners in terms of the Act, the Association of Owners will be responsible to manage, maintain and operate the Club House/ Room and its facilities.

- 19.2. Apart from any other rules and regulations that would be formulated by the Promoter and / or the operator of the Club and / or the Association of Owners, the fundamental use of the Club House / Room and its amenities and facilities shall be in the manner set out below:
- 19.2.1. In the event the Apartment is purchased by a partnership firm, then a partner or any authorised representative of the said partnership firm occupying the Apartment would be entitled to use the said Club on payment of the club membership fees.
- 19.2.2. In the event the Apartment is purchased by a public limited or a private limited company, any Person occupying as the authorised occupier on behalf of the said company shall be entitled to the use of the said Club on payment of the club membership fees.
- 19.2.3. In the event of inheritance, the Person inheriting and occupying the Apartment shall be entitled to membership of the said Club on payment of the club membership fees.
- 19.2.4. In the event of there being any co-owner of Apartment such co-owners occupying the Apartment will be entitled to the use of the said Club on payment of the club membership fees.
- 19.2.5. In any other case like tenancy, lease, license, etc., the occupier of the Apartment will be entitled to the use of the said Club on payment of the club membership fees.

20. ASSOCIATION OF OWNERS

- 20.1. The Promoter and the Landowner shall form the Association of Owners in respect of the Project by executing the Deed of Declaration. The Allottee undertakes to join the Association of Owners that would be formed by the Promoter and the Landowner. The Project shall be governed by the rules and regulations prescribed under the Deed of Declaration and by the Association of Owners. All the present or future owners, tenants, guests and licensees or their employees, or any other person who is lawfully entitled to use the Apartment, in any manner whatsoever, shall be subject to such rules and regulations. The mere acquisition, rental, or taking on license the Apartment or the mere act of occupancy of the Apartment, shall signify that the rules are accepted and binding, ratified and will be complied with by the acquirer, tenant or licensee. The Allottee shall also observe and abide by all the Bye-laws, Rules and Regulations prescribed by the municipality or State / Central Government Authority, in regard to ownership or enjoyment of Apartment apart from the rules and regulations of the Association of Owners. All sums assessed by the Association of Owners shall be paid by the Allottee in terms of the rules and regulations of the Association of Owners.
- 20.2. The Allottee along with the Conveyance Deed will also execute Form B as provided in the Karnataka Apartment Ownership Act, 1972.

21. MAINTENANCE OF THE SAID TOWER / APARTMENT / PROJECT:

- 21.1. The Promoter shall be responsible to maintain Common Areas of the Project and the Common Amenities and Facilities of the Project till the taking over of the maintenance of the Project by the Association of Owners or 12 months from the date of the Occupancy Certificate, whichever is earlier. The cost of such maintenance has been included in the Total Price of the Apartment. The Promoter or the agency appointed by the Promoter will be the exclusive maintenance service provider for the maintenance to be provided to the Common Areas of the Project, the Common Amenities and Facilities of the Project until the Association of Owners takes over the maintenance of the Project. It is clarified that after the Project is handed over to the Association of Owners, the Promoter shall not be responsible for any consequence or liability on account of failure, negligence, act or omission, obstruction, alteration, modification, restraint or improper use by any or all the owners, service providers or their agents with regards to the Project Specifications, Common Areas of the Project, Common Amenities and Facilities of the Project. The Allottee with the other owners shall ensure that periodical inspections of all such Common Amenities and Facilities of the Project are done so as to ensure proper functioning thereof.
- 21.2. Subject to clause 26, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable condition and repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Tower/s is not in any way damaged or jeopardized. The Allottee shall not do or suffer to be done anything in or to the Tower/Project, or the Apartment, the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment.
- 21.3. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Tower/s or anywhere on the exterior of the Project, Tower/s therein or Common Areas of the Project. The Allottees shall also not change the name of the Project, the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Tower or other Tower/s in the Project, if any. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.
- 21.4. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association of Owners and/or maintenance agency appointed by Association of Owners. The Allottee shall be responsible for any loss or damages arising out of breach of

any of the aforesaid conditions.

22. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the Sanction Plan and Project Specifications, Common Amenities and Facilities of the Project has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

23. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

24. BINDING EFFECT:

This Agreement shall be binding on the Parties, firstly on the Allottee signing and delivering this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan being received from the Allottee and secondly on appearing for registration of this Agreement before the concerned Sub-Registrar, Bengaluru as and when intimated by the Promoter. The stamp duty and registration fees for such registration shall be borne by the Allottee. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement with payment and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default. If such default is not rectified by the Allottee within 30(thirty) days from the date of receipt of notice from the Promoter, the Promoter may at its discretion treat this Agreement as cancelled at the end of the notice period and all sums deposited by the Allottee in connection therewith including the Booking Amount after deducting Statutory Payments, if any paid by the Promoter, shall be returned to the Allottee without any Interest or compensation whatsoever. If the Promoter does not terminate the Agreement, the Allottee will be entitled to complete the registration of the Agreement thereafter, the additional stamp duty and registration fees payable shall also be borne by the Allottee.

25. PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

The Allottee is fully aware and acknowledges, understands and agrees that the logo, the mark and all Intellectual Property Rights with regards to "Salarpuria-Sattva" is the sole and exclusive property of the Promoter and the Promoter has all the rights thereto and any use of the same without any limitation whatsoever and in any shape or form or in any manner whatsoever by the Allottee or any other person, is expressly prohibited and only the Promoter is

entitled to the same and to use the same in any form, manner, for any products, and to exploit the same. On violation of this clause by the Allottee in any manner, the Promoter, apart from seeking injunctive relief will also be entitled to be compensated fully including all cost, charges and expenses incurred by the Promoter in protecting its intellectual property rights.

26. DEFECT LIABILITY PERIOD:

It is agreed that, subject to Clause 9.6, in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Agreement relating to such Project 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 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

27. EVENTS OF DEFAULTS AND CONSEQUENCES:

27.1. Subject to there being no Force Majeure event, the Promoter shall be considered under a condition of default, in the following events:

27.1.1. Promoter fails to give possession of the Apartment in the Tower/s completed in terms of the Specifications under this Agreement with Occupancy Certificate (i.e. the ready to move in possession, but shall exclude any specific modifications or upgrades of interiors of the Apartment requested by the Allottee) to the Allottee within the time period specified in clause 9.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Karnataka Real Estate Regulatory Authority.

27.1.2. Discontinuance of the Promoter's business as a developer on account of suspension or revocation of its registration under the provisions of the Act or the Rules made thereunder or for any other reason.

27.2. In case of default by Promoter under the conditions listed above, Allottee is entitled to the following:

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

27.2.2. The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under this Agreement along with Interest, within sixty (60) days of receiving the termination notice and against the Allottee executing

and registering a cancellation agreement for termination of this Agreement:

Provided that where an Allottee does not intend to withdraw from the Project and terminate the Agreement, it is agreed that the Allottee shall be paid by the Promoter, Interest for every month of delay till the handing over of the possession of the Apartment. It is further agreed by the Allottee that the outstanding Interest shall be paid by the Promoter to the Allottee at the time of handing over possession of the Apartment by deducting in the last installment due under the Payment Plan.

- 27.2.3. Notwithstanding, what is stated herein the Allottee will be entitled to terminate this Agreement at any time after the Promoter being in default by giving 30 days' notice. On such termination, Promoter shall be liable to refund the entire money paid by the Allottee under this Agreement along with Interest, within sixty (60) days of the termination and against the Allottee executing and registering a cancellation agreement for termination of this Agreement. The Parties have agreed that the Allottee not terminating the Agreement after default of the Promoter in terms of clause 27.2.2 above, will not be construed as waiver on the part of the Allottee to terminate this Agreement at any time thereafter if the default of the Promoter continues.
- 27.3. The Allottee shall be in default of this Agreement, on the occurrence of the following events:
- 27.3.1. In case the Allottee fails to make payments of any installment as per the Payment Plan the Promoter shall give two notices as under:
- 27.3.1.1. Promoter will notify the Allottee of such default and demand payment of that installment with Interest thereon to be paid within 15 days of receipt of notice.
- 27.3.1.2. In case the Allottee fails to make the payment of the installment with Interest thereof as stated above within the said 15 days, the Promoter will give another notice to pay the installment due to be paid within 15 days of receipt of 2nd notice along with Interest thereon from the due date till the date of actual payment;
- 27.3.2. In case the Allottee despite the above said two notices, fails to pay the installments with Interest thereon, the Promoter by giving 30 days' notice, may cancel this Agreement and this Agreement shall thereupon stand terminated and the Promoter will be entitled to deal with the Schedule 'B' Property. The Promoter will refund the money paid to it by the Allottee after deducting the Booking Amount, the Interest due on outstanding installments and Statutory Payments within sixty (60) days of termination and against the Allottee having executed and registered a cancellation agreement for termination of this Agreement. Provided that the Promoter shall intimate the Allottee about such termination at least

thirty days prior to such termination.

Provided that where the Promoter does not terminate this Agreement, the Allottee shall continue to pay the Interest on the outstanding installment notified from time to time, for every month of delay till the handing over of the possession of the Apartment. If despite the Promoter having granted time in terms of this clause and the Allottee failing to make the payment of all the installments in terms of the Payment Plan and Interest due before taking possession, the Promoter will be entitled to terminate this Agreement and refund the amounts received after deducting the Booking Amounts, the Interest due on outstanding installments and Statutory Payments, within sixty (60) days of such termination and against the Allottee having executed and registered a cancellation agreement for termination of this Agreement.

- 27.3.3. Notwithstanding what is stated herein the Promoter will be entitled to terminate this Agreement at any time after the Allottee being in default by giving 30 days' notice. On such termination the Promoter will refund the amounts received after deducting the Booking Amounts, the Interest due on outstanding installments and Statutory Payments within sixty (60) days of termination and against the Allottee having executed and registered a cancellation agreement for termination of this Agreement. The Parties have agreed that the Promoter not terminating the Agreement after the Allottee default in terms of clause 27.3.2 above will not be construed as waiver on the part of the Promoter to terminate this Agreement at any time thereafter.
- 27.4. If the Allottee has taken housing loan facility from any financial institution or bank, then in that event based on the terms of such loan, the amounts that the Allottee would be entitled to in terms of Clauses 27.2.2 and 27.3.2 above, would be handed over to the financial institution or the bank against (a) the bank / financial institution forthwith issuing a "no dues certificate" in favour of the Promoter, (b) hand over the original of this Agreement that may be deposited with the financial institution or bank by the Allottee and (c) the Allottee having executed and registered a cancellation agreement for termination of this Agreement.
- 27.5. On issuance of any termination notice under this Agreement, the Promoter shall be entitled to deal with the Schedule 'B' Property and be released and discharged from all its obligations and liabilities under this Agreement.
- 28. CANCELLATION BY ALLOTTEE:-**
- 28.1. The Allottee shall have the right to cancel/withdraw his/her/their allotment in the Project as provided in the Act.
- 28.2. Where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the Booking Amount paid for the allotment. The balance amount of money paid by the

Allottee excluding Statutory Payments shall be returned by the Promoter to the Allottee within 60 days of such cancellation against the Allottee having executed and registered a cancellation agreement for termination of this Agreement.

29. NOTICES

Any notice and other communications provided for in this Agreement shall be in writing and shall be first sent by registered post/ internationally recognised courier service and also transmitted by facsimile/electronic transmission to the following addresses:

- (a) In the case of notices and other communications to the Promoter:

Address	:	4 th Floor, Salarpuria Windsor, No.3, Ulsoor Road, Bangalore – 560 042
Attention	:	
Telephone	:	080-42699000
Facsimile	:	080-42699011
Email	:	

- (b) In the case of notices and other communications to the Allottee /s:

Address	:	
Attention	:	
Telephone	:	
Facsimile	:	
Email	:	

- (c) All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile/electronic transmission, or (ii) the business date of receipt, if transmitted by courier or registered mail.

Any Party may, from time to time, change its address provided for in this Agreement by giving to the other Party not less than 15 days prior written notice sent by registered post/ internationally recognised courier service and also transmitted by facsimile/electronic transmission. If no such change is notified, the service on the address given in the title of this Agreement shall be address to which the notices are to be issued and such notice being issued shall be considered as being issued to the correct address, irrespective of the Party having changed its address without notifying.

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

30. MISCELLANEOUS

(a) **Reservation of rights**

No forbearance, indulgence or relaxation or inaction by the Parties at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of the Parties to require performance of that provision. Any waiver or acquiescence by the Parties of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence of any right under or arising out of this Agreement or of the subsequent breach, or acquiescence to or recognition of rights other than as expressly stipulated in this Agreement.

(b) **Provisions of this Agreement Applicable on Allottee or Subsequent Allottees**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained in this Agreement and the obligations arising hereunder in respect of the Schedule 'B' Property shall equally be applicable to and enforceable against and by any subsequent allottees of the Apartment, pursuant to the assignment that would be permitted in terms of clause 18 above for all intents and purposes.

(c) **Severability**

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

(d) **Amendment**

No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereto or any rights arising here from shall be valid or binding unless made in writing and duly executed by both Parties.

(e) **Waiver**

The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive any of the breach by the Allottee in not making payments as per the Payment Plan including

waiving the payment of Interest for delayed payment. Any such waiver of either a breach or payment of Interest shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other allottee/s. Any one of the breach being waived under this clause shall not be construed to be a waiver of the Promoter's right to terminate this Agreement for any subsequent breach of the Allottee /s in payment of the subsequent instalment under the Payment Plan

(f) **Counterparts**

This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. The Parties will be signing such counterpart.

(g) **Entirety:**

This Agreement, along with its recitals, schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, application for allotment, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Schedule 'B' Property.

(h) **Stamp Duty, Registration Charges, etc.**

- (i) The stamp duty payable on this Agreement, shall be borne by the Allottee exclusively. The Promoter shall have no liability in this respect thereto
- (ii) The stamp duty and registration fee or any demands for deficit prevailing on the date of registration of this Agreement and the Conveyance Deed, shall be borne by the Allottee exclusively. The Promoter shall have no liability in respect thereto. The Allottee shall be solely responsible and liable for compliance of the provisions of Karnataka Stamp Act, 1957, including any actions taken or deficiencies / penalties imposed by the appropriate authority.
- (iii) Each of the Parties shall bear their respective legal costs associated with the preparation, finalisation, completion and execution of this Agreement and the Conveyance Deed.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payments towards any Common Areas of the Project and or the Common Amenities and Facilities of the Project or any other cost or capex for such

Common Areas of the Project and or the Common Amenities and Facilities of the Project, the same shall be in proportion of the Carpet Area of the Apartment to the total carpet area of all the apartments in the Project.

32. PLACE OF EXECUTION:

The execution of this Agreement by the Promoter is at Bangalore and the execution of this Agreement by the Allottee is at Bangalore or simultaneously with the execution, the said Agreement shall be registered at the office of the Sub-Registrar at Bengaluru. Hence this Agreement shall be deemed to have been executed at Bengaluru.

33. FURTHER ASSURANCES:

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

34. DISPUTE RESOLUTION:

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

35. GOVERNING LAW AND JURISDICTION:

- 35.1. The provisions of this Agreement shall, in all respects, be governed by, and construed in accordance with the laws of India.
- 35.2. The Parties agree that the courts in Bangalore shall have jurisdiction.
- 35.3. The Karnataka Real Estate Regulatory Authority or the Appellate Tribunal under the Rules framed pursuant to the Act by the Government of Karnataka would have jurisdiction for the matters arising under this Agreement and falling under the Act.

LARGER PROPERTY
(Description of the entire property)

All that piece and parcel of converted land presently bearing Khatha No.4123/survey No.6/2 issued by Bruhat Bengaluru Mahanagara Palike carved out of land bearing Sy. No. 6/2, situated at Kasavanahlli Village, Varthur Hobli, Bangalore East Taluk, in all measuring about 2 Acres 30 Gunta and bounded as under:

East by : Road and Sy. No. 6/8;
 West by : Remaining property in Sy. No. 6/2;
 North by : Remaining property in Sy. No. 6/2 and 6/7;
 South by : Remaining property in Sy. No. 6/2, 1 and 7.

SCHEDULE - A
(Description of the Schedule 'A' Property)

All that piece and parcel of the composite land carved out of the Larger Property measuring in all about 10,061.93 square meters i.e. 1,08,306.6145 square feet equivalent to 2 Acres 19.08 Gunta.

SCHEDULE - B
Item 1
(Description of Apartment)

The apartment unit bearing No. _____ having a carpet area of _____ square metre (equivalent to _____ Square feet) and super built up area of _____ square metre (equivalent to _____ square feet) (i.e. inclusive of proportionate undivided share in the Common Area of the Project and the Common Amenities and Facilities of the Project) on the _____ Floor in the Tower No. _____ (shown as "**T-_____**" in "**Building - _____**" as shown in the Sanction Plan) of the Project being constructed on the Schedule 'A' Property along with _____ covered Allottee Car Parking Space in the basement/ground floor of the above said Block with the non-exclusive right to use the Common Areas of the Project and Common Amenities and Facilities of the Project.

The Apartment is shown in plan Annexure-2A hereto.

Item 2
(Description of Undivided Share)

Approximately 0. _____% undivided right, title and interest and ownership in Schedule "A" Property corresponding to the Apartment which would be finally arrived at taking into consideration the FAR achieved for the Project and any additional constructed area if any.

SCHEDULE 'C'

RIGHTS OF THE ALLOTTEE

- 1) The Allottee shall be entitled to the use and occupation of Apartment, subject to the terms and conditions contained in this Agreement and the maintenance agreement between the Association of Owners and the service provider for maintenance of the Common Areas of the Project, Project Specifications, Common Amenities and Facilities of the Project ("**Association Agreement**");
- 2) The Allottee and all persons authorised by the Allottee (in common with all other persons entitled, permitted or authorised to a similar right) shall have the right at all times and for all purposes, to use the Common Areas of the Project;
- 3) The right to subjacent, lateral, vertical and horizontal support for the Apartment from the other parts of the Tower/s;
- 4) The right to free and uninterrupted passage of water, gas, electricity, sewerage etc., from and to the Apartment through the pipes, wires, sewer lines, drain and water courses, cables which are or may at any time hereafter be, in, under or passing through the Tower/s and the Schedule 'A' Property or any part thereof;
- 5) The right to lay cables or wires for radio, television, telephone and such other installations through designated conduits, ducts and shafts, in any part of the Tower/s, however, recognising and reciprocating such rights of the other owners;
- 6) The right of entry and passage for the Allottee and agents or workmen of the Allottee to other parts of the Tower/s at all reasonable times after notice to enter into and upon other parts of the Tower/s for the purpose of repairs or maintenance of the Apartment or for repairing, cleaning, maintaining or renewing the water tanks, sewer, drains and water courses, cables, pipes and wires causing as little disturbance as possible to the other owners and making good any damage caused;

SCHEDULE 'D'

OBLIGATIONS OF THE ALLOTTEE

- 1) The Allottee shall give to the other apartment owners in the Tower/s, the necessary vertical, horizontal and lateral support and reciprocate and recognise the rights of the other owners in the Tower/s;
- 2) The Allottee shall comply with all the rules and regulations pertaining to electrical installations, fire safety equipment and services, pollution control and general safety equipment and services as may be provided in the Project in which the Apartment is located and also in the Common Areas of the Project;

- 3) The Allottee shall not at any time, carry on or suffer to be carried on in the Apartment or any part thereof in the Project, any noisy, offensive or dangerous trade or pursuit which may be or become in any way a nuisance, annoyance or danger to the other owners of the other apartments or which may tend to depreciate the value of the Project or any part thereof;
- 4) Except for leasing or rental permitted under this Schedule, the Allottee shall use the Apartment only for private residential purposes and shall not be put to use for any kind of commercial or semi commercial use or serviced apartment;
- 5) The Allottee understands and agrees that any time after the sale of the Undivided Share and the handover of the Apartment, if the Allottee leases or sells it to any third party, the Allottee has to intimate the same in advance with the details of the transferee / buyer / lessee and ensure that the entire sum of money, if any due to the Association of Owners, is cleared before the said lease or transfer. Further, it shall be the obligation of the Allottee to bind the transferee to the obligations of the Allottee under this Agreement and the Conveyance Deed and the Association of Owners. Such new allottee shall join the Association of Owners;
- 6) The Allottee shall not be permitted to use the service areas and the basements in any manner whatsoever, other than those earmarked for Allottee Car Park, and the same shall be reserved for the use by the Association of Owners for rendering maintenance service;
- 7) The Allottee will use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in the Tower/s in common with the other apartments and to permit free passage of water, sanitary, electrical lines, through and along the same or any of them and to share with the other apartments;
- 8) The Allottee shall duly and punctually pay the proportionate share of insurance charges, cost of maintenance and management, all out-goings and annual maintenance charges and general expenses of Project Specifications, Common Amenities and Facilities of the Project and the Common Areas of the Project. The liability for such share shall commence from the earlier of the Allottee taking possession of the Apartment or on expiry of two months from the date of Occupancy Certificate;
- 9) That the Allottee shall also become liable to pay proportionate share of municipal taxes, rates and cesses, electrical, domestic and non-domestic water charges, insurance charges, cost of maintenance, management of Project Specifications, Common Amenities and Facilities of the Project and the Common Areas of the Project and all other charges for the Common Areas of the Project, from the earlier of the Allottee taking possession of the Apartment or on expiry of two months from the date of Occupancy Certificate;
- 10) The Allottee shall not put up any hoarding, name plates, signboards, graffiti, etc., in place other than that demarcated and allotted by the Promoter;

- 11) The Allottee shall carry out their interior works in the Apartment only during 9 AM to 1 PM and thereafter 4 PM to 6 PM on all working days and there will be no work allowed during any public holidays and Sundays;
- 12) The Allottee agrees to pay all the Statutory Payments pertaining to the Apartment from the earlier of the Allottee taking possession of the Apartment or on expiry of two months from the date of Occupancy Certificate;
- 13) Any new Statutory Payments by the Central and the State Government which are not levied at the moment but after the Apartment is handed over, shall be borne and paid by the Allottee;
- 14) The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association of Owners and / or maintenance agency appointed by the Association of Owners. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions;
- 15) That if any development and / or betterment charges or other levies are charged, levied or sought to be recovered by the BBMP or any other authority in respect of the Schedule 'B' Property, the same shall be borne and paid by the Allottee;
- 16) The Allottee covenants that the Allottee shall comply with all the rules and regulations pertaining to the Common Amenities and Facilities of the Project;
- 17) The Allottee shall ensure that the Association of Owners is at all times compliant with the Association Agreement. That the Allottee with the other owners of the apartments, through the Association of Owners shall at all times keep the annual maintenance contracts with regards to all the Common Amenities and Facilities of the Project and the Common Areas of the Project valid, and shall pay the amounts of annual maintenance contract and Association Agreement as and when demanded by the maintenance agency appointed. The Allottee is fully aware that non-payments towards the annual maintenance contracts will adversely affect all the equipment installed by the Promoter in the Project and non-payment of maintenance charges shall also affect such maintenance of the general and safety equipment installed and shall ensure periodical renewal of the same and that same is kept in current and also maintain necessary certificates, licenses, permits, permissions, insurance renewal thereof;
- 18) The Allottee agrees that the Allottee shall pay the charges as per the Association Agreement regularly without any default. In the event of any default in payment by the Allottee, the maintenance agency will be entitled to withdraw all or any of the services rendered under the Association Agreement. The Allottee is liable to pay GST levied by the State or the Central Government on such charges as may be applicable. The Allottee shall contribute to the sinking fund for any capital expenditure as provided in the Association Agreement;

- 19) The Allottee shall ensure that no rubbish / refuse shall be thrown out of the Apartment into the Common Areas of the Project and the passages;
- 20) The Allottee will not dry clothes outside on the balconies of the Apartment;
- 21) That the Allottee shall not install any additional tanks in the Apartment;
- 22) That the Allottee shall not in any manner obstruct or cause obstruction to any of the entries or exits of the Project or obstruct any open area meant to be retained as open space or obstruct free movement of vehicles including fire tenders, and such other vehicles required to ensure safety and statutory compliance;
- 23) The Allottee shall keep the Apartment, walls, drains, pipes and other fittings in good and habitable condition and in particular so as to support and protect the parts of the Tower/s, and to carry out any internal works or repairs as may be required by the Association of Owners;
- 24) The Allottee shall neither make any additions or alterations or cause damage to any portion of the Tower/s or the Apartment nor change the location of the toilets, kitchens or plumbing lines, outside colour scheme, outside elevation / façade / décor of the Tower/s. The Allottee at no point of time shall enclose any of the balconies of bedroom, living room / kitchen with glass or grill or otherwise. The air-conditioner outdoor units shall be placed only at the areas designated by the Promoter.

ANNEXURE 1
(Specifications or Project Specifications)

ANNEXURE 2
Plan Showing the Schedule “A” Property And The Location Of The Construction
Of The Project

ANNEXURE 2A
(Floor plan of Apartment)

**ANNEXURE 3
(Payment Plan)**

Due On	Amount (Rs.)
On Booking	
Balance on or before _____	
Total	

**ANNEXURE 4
(Details of Common Areas of the Project)**

**ANNEXURE 5
(Details of Common Amenities and Facilities of the Project)**

ANNEXURE 6

TERMS AND CONDITIONS OF USE OF ALLOTTEE CAR PARKS

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

1. The Allottee will at all times act responsibly and safely in the use of the Allottee Car Park and comply with all directions given by the Promoter / Association of Owners in the day to day use of the Allottee Car Park.
2. The Allottee will use the Allottee Car Park for the sole purpose of parking a motor vehicle in his / her / its capacity as the owner of the Apartment and for no other purpose whatsoever.
3. The Allottee will not bring into the Allottee Car Park at any time any petroleum or other inflammable volatile oil or substance other than petroleum in the fuel tank of any motor vehicle.
4. The Allottee will not cause any nuisance, damage, obstruction, annoyance or inconvenience to the car parking spaces of other apartment owners.
5. The Allottee will not bring into or on the Allottee Car Park or allow to remain there any un-road worthy or excessively noisy motor vehicle or any motor vehicle incapable of being accommodated within a standard passenger car parking space or within the clear height of a level in the Allottee Car Park.
6. Parking and use of the Allottee Car Park is solely at the Allottee's risk. The Allottee will have no claim against the Promoter or its contractors or otherwise or against any one whom they represent or any of the employees or agents of the Promoter or its contractors for any loss or damage to property or personal injury or loss of life directly or indirectly related to the Allottee's use of the Allottee Car Park. Furthermore, the Allottee will indemnify the Promoter against any such claims and the costs thereof.

7. The Allottee will permit the staff managing the car parks in the Project to move his / her / its car in the event of emergencies or in other appropriate circumstances, on the understanding that they have no duty to do so.
8. The Allottee will only use the Allottee Car Park so allocated and will recognise the Promoter's right to re-allocate spaces as required.
9. This car parking arrangement is only a right of use granted to the Allottee, giving the Allottee no property interest in the Allottee Car Park.
10. The Allottee's vehicle/s shall at all times comply with all road markings, signs and the directions of authorised persons.
11. Vehicle/s of the Allottee shall be parked within the lines designating the Allottee Car Park/s and shall at all times be parked in such a way that no obstruction is caused to the car parks access lanes.
12. The Allottee must:
 - (a) observe and conform to all the rules and regulations relating to the use of the car parks made and issued by the Promoter / Association of Owners from time to time;
 - (b) advise the Promoter / Association of Owners regarding the registration number and name of the driver of any vehicle which may park in the car parks, if required by the Promoter / Association of Owners, and shall notify the Promoter / Association of Owners in the event of any change in respect of the same.
13. The Promoter or its contractors / Association of Owners may access any part of the Allottee Car Park at any time for the purpose of inspecting it, doing any necessary repairs or for any other specified purpose.
14. Alteration of Terms and Conditions in this Annexure:
 - (a) The Promoter / Association of Owners may vary these terms and conditions by adding, altering or deleting any of them.
 - (b) The Promoter / Association of Owners may charge the Allottee a penalty if the Allottee violates any of the terms and conditions mentioned herein as per its policies relating to the use of the Allottee Car Park.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature _____
Name _____
Address _____

Please affix
photograph and
sign across the
photograph

(2) Signature _____
Name _____
Address _____

Please affix
photograph and
sign across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED

Landowner represented by their power of attorney holder
Salarpuria Housing Private Limited, the Promoter:

Please affix
photograph and
sign across the
photograph

(1) Signature (Authorized Signatory) _____

Name _____

Address _____

At _____ on _____ in the presence
of:

Please affix
photograph and
sign across the
photograph

WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(1) Signature (Authorized Signatory) _____

Name _____

Address _____

At _____ on _____ in the presence
of:

Please affix
photograph and
sign across the
photograph

WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

Please affix
photograph and
sign across the
photograph