

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this _____ day of _____ 2021,

By and Between

Mr. Munawar Burhan, aged about **55** years, son of late **Mr. Khader Burhan @ Sabji**, residing at **No.199, 19th Cross, I Block, R.T.Nagar Post, Bengaluru – 560032**, hereinafter referred to as the "**OWNER**" (which expression shall wherever it so requires shall mean and include his heirs, legal representatives, administrators, executors and assigns etc.,) and is represented by General power of Attorney holder **Kumar Properties Private Limited.**, represented by its Authorised Signatory **Mr. Umang Badjatya** Aged 44 yrs S/o **Shri K C Badjatya** of the **FIRST PART**;

AND

KUMAR PROPERTIES PRIVATE LIMITED., a company incorporated under the Companies Act, 1956 having its office at **No.33, Crescent Road, High Grounds, Behind Golf Club, Opp. Hotel Taj West-Back Entry, Bengaluru – 560001**, a registered partnership firm having its principal office at **33, Crescent Road, High Grounds, Bangalore -560001** and represented herein by its Partner **Mr. Hitesh Jain** (duly authorized in this behalf to sign the sale deed) and is represented by Special power of Attorney **Mr. Umang Badjatya** Aged 44 yrs S/o **Shri K C Badjatya** (as a presenting authority for this deed at the sub registrar office), hereinafter called the '**DEVELOPER**' (which expression shall wherever it so requires shall mean and include its successors-in-interest and assigns etc.,) of the **SECOND PART**;

The Owner and the Developer are collectively referred to as the "**Promoters**".

AND

1. **Mr.** _____, aged about _____ years, S/o _____, Residing at _____, (**PAN:** _____);
2. **Mrs.** _____, aged about _____ years, W/o _____, Residing at _____, (**PAN:** _____);

hereinafter referred to as the "**Allottee/s**" (which expression shall, wherever the context so requires or admits, mean and include, his/her/their respective heirs, executors, administrators and permitted assigns) of the **THIRD PART**.

The Promoter and Allottee shall hereinafter collectively be referred to as the "**Parties**" and

individually as a “Party”.

DEFINITIONS:

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

- (a) “Act” means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- (b) “appropriate Government” means the State Government of Karnataka;
- (c) “Rules” means the Karnataka Real Estate (Regulation and Development) Rules, 2017
- (d) “Regulations” means the Regulations made under the Real Estate (Regulation and Development) Act, 2016;
- (e) “Section” means a section of the Act.

WHEREAS:

- A. The Owner is the sole and absolute owner of all that piece and parcel of immoveable property being the land bearing Survey No. 15/2, measuring 09 Guntas morefully described in Item No.01 of the Schedule A Property and Survey No. 16/2 measuring 02 Acres morefully described in Item No.02 of the Schedule A Property, both situated at Geddalahalli Village, K.R.Puram Hobli, Bangalore East Taluk, in all measuring 02 Acres 09 Guntas. The Item No.01 and 02 of the Schedule A Property are hereinafter together referred to as **Schedule A Property** hereto and hereinafter referred to as **“Said Land / Schedule A Property”**.
- B. The Owner has acquired title to Schedule A Property in the following manner:-
 - (i) The Owner and his brother Mr.Ashraf Burhan entered into a Registered Partition Deed dated 14.04.2015 bearing document No.HLS-1-00905-2015-16, Book – I, (stored in CD No.HLSD116), in the office of the Sub Registrar, Halasuru, Bengaluru, wherein the Owner herein was allotted with the Item No.01 of the Schedule A Property. The Item No.01 of the Schedule A Property was also allotted to the share of the Owner herein, however the same was not recorded in the said Partition Deed dated 14.04.2015 and hence, the Parties to the said Partition Deed entered into a registered Rectification Deed dated 24.01.2018, registered as Document No. BNS-1-15141-2017-18 (stored in CD No. BNSD639) in the office of the Sub Registrar, Shivajinagar (Banaswadi).
- C. Pursuant thereto, the Owner has entered into a Joint Development Agreement dated

23.11.2020, registered as Document No.KRI-1-05989-2020-21 (stored in CD No. KRID1112) in the office of the Sub Registrar, Shivajinagar (Krishnarajapuram) with the Developer herein in respect of Schedule A Property (“**Joint Development Agreement**”) and pursuant to the Joint Development Agreement and as agreed thereof, the Owner has executed a Power of Attorney dated 23.11.2020, registered as Document No. KRI-4-00169-2020-21 (stored in CD No. KRID1112) in the office of the Sub Registrar, Shivajinagar(Krishnarajapuram) in favour of the Developer herein authorizing and appointing the Developer herein as its Owner to carry out the acts specified therein.

- D. The Said Land is earmarked for the purpose of building a residential project comprised of a multi-storied residential apartment complex to be named as ‘**KUMAR PROSPERA**’ comprising of 02 Blocks with 2 Basements, Ground floor plus 25 upper floors comprising of common facilities / amenities such as swimming pool, clubhouse, common pathways, open areas and other common areas (“**Project**”). Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial development shall be permitted unless it is a part of the plan approved by the competent authority;
- E. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;
- F. The Bruhat Bangalore Mahanagara Palike (**BBMP**) has granted the commencement certificate to develop/endorsement dated _____ bearing registration No. _____;
- G. The Promoter has obtained the , sanctioned plan, specifications and approvals for the Project and also for the apartment from Bruhat Bangalore Mahanagara Palike (BBMP) vide, L.P. No. BBMP. Addl. Dir. North/0048/2019-20 dated 10.06.2020. The approved building plans in respect of development of the Project are hereinafter referred to as the “Approved Plan”. The Promoter agrees and undertakes that it shall not make any changes to these approved plan except in strict compliance with section 14 of the Act and other laws as applicable;
- H. The Promoter has registered the Project under the provisions of the Act with the Karnataka Real Estate Regulatory Authority at Bangalore under Registration No. **PRM/KA/RERA/** / / **PR/** / ;
- I. The Allottee had applied for an apartment in the Project vide application dated _____ and has been allotted apartment No. _____ having carpet area of _____square feet exclusive areas of the Apartment _____ square feet, **BHK** type, on _____floor in

[tower/block/building] no.____("Building") along with ____Car parking space in the along with covered parking, as permissible under the applicable law and of pro rata share in the common areas ("**Common Areas**") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "**Apartment**") more particularly described in "**Schedule B**" and the floor plan of the apartment is annexed hereto and marked as "**Schedule C**";

- J. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- K. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- L. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- M. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the covered parking (if applicable) as specified in para I;

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

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in para I.
- 1.2 The Total Price for the [Apartment] based on the carpet area is **Rs. _____/-(Rupees _____ only)** ("Total Price"). The breakup of the total sale consideration is morefully described in the **Schedule 'D'** herebelow

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment;

- (ii) The Total Price above includes Taxes (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 on or before handing over the possession of the apartment to the allottee and the project to the association of the Allottees or the competent authority, as the case may be, after obtaining the completion certificate / occupancy certificate;

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification:

Provided further that if any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the authority which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Allottee;

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in 1.2 above and the Allottee shall make payment demanded by the Promoter within the time and in the manners specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, corpus fund, maintenance charges as per para 11 etc., and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.
- (v) The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter 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 expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee.

- 1.3 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule D (“Payment Plan”)**.
- 1.4 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule ‘D’ and Schedule ‘E’ (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, 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.
- 1.5 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building 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 the carpet area then the Promoter shall refund the excess money paid by Allottee within sixty days with annual interest at the rate prescribed in the Rules, 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 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 as provided in Schedule-C. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.
- 1.6 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:
 - (i) The Allottee shall have exclusive ownership of the Apartment;

- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;
 - (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc., Club House Development Charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project;
 - (iv) The allottee has the right to visit the project site with prior notice to the Promoter to assess the extent of development of the project and his apartment/plot, as the case may be. In this regard, the allottee shall abide by the conditions and norms imposed by the Promoter with regard to safety. The Promoter shall also have the right to restrict the allottee from visiting the project as part of safety measures.
- 1.7 It is made clear by the Promoter and the Allottee agrees that the Apartment along with covered parking 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 said Land 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 Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.
- 1.8 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from

the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

- 1.9 The Allottee has paid a sum of Rs. _____ - (Rupees _____ only) as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan Schedule - D as may be demanded by the Promoter within the time and in the manner specified therein.

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

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [Schedule C] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of Platinum Massey Properties., payable at Pune.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 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.

- 3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 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 said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Apartment to the Allottee and the common areas to the association of the allottees or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT/APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Government of Karnataka, and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT:

- 7.1 Schedule for possession of the said Apartment - The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the common areas to the association of Allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place on **30.06.2025** unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"), any government orders / restriction/control, delay in issue of NOC / permissions, occupancy certificate, sanction by government and statutory authorities / Local bodies in respect of the Project, delay in providing electrical, water and sewerage connections by various authorities to the Project, Non availability, non-supply of construction materials/labor etc., modifications or changes in apartment or its specifications undertaken by the Promoters at the options of the Allottee, delay or default in payments by the Allottee which affect the regular development of the real estate project. If, however, the completion of the project is delayed due to the Force Majeure conditions and other conditions stated supra 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 allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount save and except the taxes and other Government dues received by the Promoter from the allotment within 60 days from that date. The promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 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. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the Promoter within 3 months from the date of issue of occupancy certificate]. The Promoter agrees and undertakes to indemnify the allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the promoter. The Allottee, after taking the possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be after the issuance of the completion certificate for the project. The promoter shall hand over the occupancy certificate of the apartment, as the case may be, to the allottee at the time of conveyance of the same.
- 7.3 Failure of Allottee to take Possession of Apartment - Upon receiving a written intimation from the Promoter as per para 7.2, 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 para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2.
- 7.4 Possession by the Allottee - After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be, as per the local laws. [Provided that, in the absence of any local law, the promoter shall handover the necessary

documents and plans, including common areas, to the association of allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate].

- 7.5 Cancellation by Allottee – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment plus other charges incurred by the Promoter like administrative charges, brokerage paid to Channel Partners, Pre-EMI/interest paid to the allottee's bank, delay interest etc,. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 60 days of such cancellation.

- 7.6 Compensation - The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event and other conditions as stated in this Agreement, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment except taxes paid to the Government, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within Sixty days of it becoming due. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment, which shall be paid by the promoter to the allottee within Sixty (60) days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER AND COVENANTS OF ALLOTTEE/S:

- 8.1 The Promoter hereby represents and warrants to the Allottee as follows:
- (i) The Promoter has absolute, clear and marketable title with respect to the said Land;

the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;

- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) The Promoter has availed Project loan from _____branch. Save and except, those disclosed in this Agreement, there are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment 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 common areas to the Association of the allottees or the competent authority, as the case may be;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of apartment, plot or buildings, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the association of Allottees or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

8.2 The Allottees covenant as follows:-

- (i) The Allottee shall duly pay the proportionate share of costs of common expenses / maintenance charges with respect to the Project from the date of taking possession of the Apartment or from the date of execution of Deed of Sale, whichever is earlier. However, in the event if the Allottee/s fails to register the sale deed and take over the possession within the stipulated time as per the Act, the Allottee/s shall be liable to pay the proportionate maintenance charges / costs of common expenses from the date of intimation to take over the possession.
- (ii) No Allottee/s and / or minority group of Allottees shall refuse to pay towards the maintenance of common amenities, facilities and services and / or repairs to and replacement of machinery employed for operating the common amenities whether or not they make use of such amenities or facilities or services.
- (iii) The Allottee/s shall maintain at Allottee's cost the said Apartment and parking space / garden area / terrace area in good condition, state and order and shall abide by all the laws and regulations of the Government, BBMP, Bangalore Development Authority, City Municipal Council and any other duly constituted authority from time to time in force, and answer and be responsible for all notices or violations and of any of the terms and conditions in this Deed of Sale, from the date of execution of the Deed of Sale of an Apartment and / handing over possession of the Schedule B Apartment, whichever is earlier.
- (iv) The Allottee shall not at any time, carry on or suffer to be carried on in the Schedule 'B' Property or any part thereof or in the Building, any noisy, offensive or dangerous trade or pursuit which may be or become in any way a nuisance, annoyance or danger to the Promoters or the other apartment owners or occupiers or

- the neighbors or which may tend to depreciate the value of other apartments or any part thereof;
- (v) The Allottees shall use the Schedule B Residential Apartment only for permitted / Residential purposes;
 - (vi) The Allottee/s shall use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in the apartment building in common with the other Apartment Owners and to permit free passage of water, sanitary, electricity and electrical lines, through and along the same or any of them and to share with the other Apartment Owners the cost of maintaining and repairing all common amenities such as common accesses staircases, lifts generator, etc., and to use the same as aforesaid and/or in accordance with the Rules, Regulations, Bye-Laws and terms of the Association formed by or among the Apartments Owners in the building. The Allottee will observe and perform the terms and conditions, Bye Laws and Rules and Regulations prescribed by such Association.
 - (vii) The Allottee shall not make any additions or alterations or cause damage to any portion of the Building or the Apartment and shall not change the outside color scheme, outside elevation/facade/decor of the Building, otherwise than in a manner agreed to by the majority of the apartment owners;
 - (viii) The Promoters have the right to demarcate garden areas, terrace areas, parking areas and stilt areas out of the available common areas and to allot these areas to specific owners in the Building or Schedule A Property for their exclusive use and enjoyment. However, such allottees will not have any right to put up any construction in these allotted common areas. The Allottees shall not in any manner, object to or obstruct the use of these exclusive areas;
 - (ix) The Allottees shall not park any vehicles in any part of the Schedule A Property, except in the parking area specifically allotted and earmarked for the Allottees. After completion of the Building and after obtaining possession of their respective apartment, the apartment owners may by mutual agreement, set apart or demarcate any part of the common area as parking lot for bicycles and two wheelers.
 - (x) The Allottee/s shall not have the right to seek change of name of the residential apartment complex which has been named “**PRINCEVILLE**” by the Promoters.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

- 9.1 Subject to the Force Majeure clause and other restrictions beyond the control of the Promoter as described in this Agreement, the Promoter shall be considered under a condition of Default, in the following events:
- (i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in para 7.1 or fails to complete

the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respect including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

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

9.2 In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment excluding the taxes already paid to Government, along with interest at the rate prescribed in the Rules within sixty days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he/she shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the promoter to the allottee within Sixty days of it becoming due.

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

- (i) In case the Allottee fails to make payments for 02 consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the

Rules;

- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 02 consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment, in favour of the Allottee and refund the money paid to him by the allottee after deducting the booking amount plus other charges incurred by the Promoter like administrative charges, brokerage paid to channel partners, pre-EMI/interest paid to the Allottee's Bank, delay interest etc., and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the promoter shall intimate the allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the Apartment as per 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate/partial occupancy certificate and the completion certificate, as the case may be, to the allottee. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. However, in case the Allottee fails to deposit the stamp duty and / or registration charges within the period mentioned in the notice, the allottee authorized 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. In case there is any increase in the guideline value of the apartment due to which the Promoter due to which the promoter suffers any additional tax, the allottee shall also be liable to pay such increased tax.

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT/ CLUB HOUSE:

11.1. MAINTENANCE CHARGES:

- a. The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees upon the issuance of the completion certificate of the project. The cost of one year maintenance charges with effect from the date of issuance of completion certificate has been included in the Total Price of the Apartment. Further, in the event for any reason, if the Promoter is compelled to continue to maintain the essential services in the Project beyond one year from the date of issuance of completion certificate of the Project, shall do so by itself or through

any Agency subject to payment of maintenance charges by the Allottees as demanded by the Promoter or such Agency. Should the Allottee/s fail to pay the maintenance charges and same being due for more than 60 days, then the Promoter/ Apartment Association shall have absolute right to disconnect amenities / facilities to such Apartment unit owned by the Allottee/s. The Promoter is not liable or answerable for payment of common expenses etc., stated in this agreement to sell any time for unsold areas.

- b. The Allottee shall duly pay the proportionate share of costs and expenses as mentioned below from the date of taking possession of the said Schedule B Apartment or from the date of execution of Deed of Sale, whichever is earlier. However, in the event if the Allottee/s fail/s to take over the possession as mentioned in this Agreement, then the Allottee/s shall be liable to pay the maintenance charges with effect from the date of intimation to take over the possession of the Apartment.
- c. The Allottee/s shall be liable to pay proportionate share of costs and expenses including the deposits payable to BESCOM, BWSSB towards the electrical, water and sanitary connections, service charges, proportionate cost of captive power utilized for the generator, other taxes, levies, property tax, expenses incurred for property tax assessment, etc in respect of the Schedule B Apartment.
- d. The Allottee/s shall be liable to pay proportionate share of expenses towards insurance, routine maintenance and upkeep of common amenities and facilities and expenses incurred towards painting, white washing, cleaning etc, of the common areas in the multistoried residential apartment complex.
- e. The Allottee/s shall be liable to pay Maintenance, upkeep and insurance of lifts, pump sets and other machineries and equipments, sanitary and electrical lines common to the building, Payment of the electrical and water charge for common services, Replacement of bulbs and electrical fittings in corridors and common passages and lobbies.

11.2. CLUB HOUSE AND FACILITIES:

- a. The Promoter shall construct a Club House including Swimming Pool at the location sanctioned by BBMP, for the benefit of the apartment owners in the Project and the Allottee/s shall be bound by the rules, regulations and bye-laws framed by the Owners' Association for using the Club House and other amenities and facilities. The cost of Club House Development Charges has been included in the total sale consideration. The Allottee/s shall pay the subscription, maintenance and other outgoings of the said Club House as demanded by the Owners' Association / Promoter to the Association. That the

Allottee/s shall abide by the rules and regulations laid down by the Association of Owners. The Allottee/s acknowledge/s and agree/s that it/they has/have a continuing obligation to contribute towards the subscription and maintenance charges which may be fixed by the Association from time to time.

- b. The Club House and its Facilities is available to the Allottee/s as long as the Allottee/s is/are the owner of the Schedule 'B' Apartment. In the event of the sale or transfer of the Schedule 'B' Apartment by the Allottee/s in any manner whatsoever, the transferee shall become entitled to the membership of the said Club House and Facility and the Allottee/s herein shall no longer be the member of the Club House and Facility.
- c. The Allottees also hereby undertake to become a member of the club house being constructed by the Promoters and use and enjoy the facilities installed therein after payment of the Club Membership Fee and other fees/subscription levied, if any, for their use and enjoyment of the games and equipment and also to observe the rules framed/ to be framed by the Promoters regarding the use of the Club house.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services with respect to the Apartment[normal wear and tear is exempted] which shall not be as result of any commission or omission of the Allottee, any damages caused due to the acts of God or natural calamities or fire accidents, any willful or accidental damages caused, any damages caused due to tampering by the Allotte, or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years from the date of Promoter intimating the Allottee to take over the possession of the Apartment, after obtaining Completion Certificate from the concerned authorities, by the Allottee 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 aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act. Further, the Parties herein are aware and agree that the decision of the Promoter's architect shall be final in deciding whether there is any actual structural defect in the Apartment / Building(s)/Wing(s) or defective material being used or regarding workmanship, quality or provision of service.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter /maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking

spaces for providing necessary maintenance services and the Allottee agrees to permit the association of Allottees and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect and also for the purpose of cutting off the supply of water and electricity etc, to the apartment/parking space/garden/terrace or other common areas of the building or to the occupiers of such Apartment/Parking Space/Garden as the case may be who have defaulted in paying the share of the water, electricity and other charges.

14. USAGE:

Use of Stilt and Service Areas: The basement(s) and service areas, if any, as located within the “**KUMAR PROSPERA**”, 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, firefighting pumps and equipment’s etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Allottees formed by the Allottees for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1 Subject to Para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or

anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.

- 15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottees and/or maintenance agency appointed by association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

The parties are entering into this Agreement for the allotment of a [Apartment/Plot] with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

17. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

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

- 19.1 The Promoter has assured the Allottees that the project in its entirety 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, 1972. The Promoter shall be in compliance of various laws/regulations as applicable in the State of Karnataka and its revision thereafter from time to time.
- 19.2 The Allottee shall become a member of the Princeville Apartment Owners Association formed as and when called upon by the Promoter as per the Karnataka Apartment Ownership Act, 1972, in order to ensure that in respect of common amenities all expenses like repairs and maintenance, insurance, fees, corporation taxes, levies, electricity and water charges, deposits with Electricity Board, Water Supply and other departments are met proportionately and for this purpose to introduce suitable conditions and stipulations in its bye-laws, rules and regulations and also be responsible for taking the necessary steps and precautions to ensure safety of the common amenities and facilities including the provision of firefighting equipment etc., and the Developer shall represent all unsold and/or un allotted apartment(s)/flat(s)/premises/units, areas and spaces in the Building(s)/Wing(s). The Allottee shall sign all documents, applications, forms required for joining the Association as per the provisions of Karnataka Apartment Ownership Act, 1972 and Rules hereunder or any other law prevailing as on such date.
- 19.3 All costs, charges and expenses including stamp duty, registration charges and expenses in connection with the preparation, stamping and execution of such deed of assignment/transfer shall be borne and paid by the association/all Allottees of apartments/flats/premises/units in the building/s / wing/s in the same proportion as the total area of the apartments/flats/premises/units bears to the total area of all the apartment(s)/flat(s)/premises/units in the said building/s / wing/s.

19.4 The Allottees hereby also undertake to execute and register a deed of declaration as required to be made under the provisions of the Karnataka Apartment Ownership Act, 1972 along with the other apartment owners. The Association formed by the Allottees herein shall take all the necessary steps to prepare the deed of declaration and get it signed by all the apartment owners and register the same with the sub-registrar exercising relevant jurisdiction.

20. TRANSFER:

The Allottee/s shall not be entitled to nominate and assign his/her/their/its rights under this Agreement in favour of any other person or persons, without the prior consent of the Developer herein. The Developer shall have a right, but not an obligation to consent for the nomination or assignment of Allottee's rights and obligations under this Agreement on such terms and conditions as the Developer deems fit. The Allottee/s shall be entitled to assign their rights under this Agreement, provided the allottee/s are not in breach of or non-observance of any of the terms and conditions of this Agreement and on the payment a transfer fee calculated at 5% of the Basic Sale Consideration to the Developer, for assignment of their rights and obligations under this Agreement.

21. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-registrar RR Nagar, Bangalore, as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/building, as the case may be.

23. RIGHT TO AMEND:

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

24. 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 herein and the obligations arising hereunder in respect of the [Apartment] and the project shall equally be applicable to and enforceable against and by any subsequent Allottees of the [Apartment], in case of a transfer, as the said obligations go along with the [Apartment] for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE:

25.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [Annexure C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

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

26. 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.

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

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

28. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement 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.

29. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at some place, which may be mutually agreed between the Promoter and the Allottee, in Bangalore after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at RR Nagar, Bangalore. Hence this Agreement shall be deemed to have been executed at Bangalore.

30. NOTICES:

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified hereinabove. It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

31. JOINT ALLOTTEES:

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

32. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, plot or building, as the case may be, shall not be constructed to limit the rights and interest of the allottee under the Agreement of Sale or under the Act or the rules or the regulations made thereunder.

33. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

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.

SCHEDULE A PROPERTY

ITEM NO. 01:-

All that piece and parcel of the immoveable property being the land bearing Survey No. 15/2, measuring 09 Guntas situated at Geddalahalli Village, K.R.Puram Hobli, Bangalore East Taluk,

bounded on its:

East by : Hennur – Bagalur Road
; West by : Portion of Sy.NO. 16/2 belonging to Owner;
North by : 40 feet Road; and
South by : portion of Sy.No. 16/2 belonging to Owner.

ITEM NO. 02:-

All that piece and parcel of the immoveable property being the land bearing Survey No. 16/2, measuring 02 Acres situated at Geddalahalli Village, K.R.Puram Hobli, Bangalore East Taluk, bounded on its:

East by : Hennur – Bagalur Road and Byrathi Khane Gadi;
West by : remaining portion of Sy.No.16/2 and private property;
North by : Sy.No.15/2 and Road; and
South by : Portion of Sy.No.16/2 allotted to Mr.Ashraf Burhan.

THE ABOVE LANDS AT ITEM NO.01 AND 02 BEING CONTIGUOUS TO EACH OTHER HAVE A COMBINED BOUNDARY AS DETAILED HEREINBELOW

East by : Hennur – Bagalur Road and Byrathi Khane Gadi;
West by : remaining portion of Sy.No.16/2 and private property;
North by : Road and remaining portion of Sy.No.15/2 and
South by : Portion of Sy.No.16/2.

SCHEDULE 'B' PROPERTY
(DESCRIPTION OF THE APARTMENT AGREED HEREBY)

A BHK apartment bearing No. on the floor of Residential complex known as “**KUMAR PROSPERA**” of the residential development being constructed on the Schedule 'A' Property, having a Carpet Area of Squaremeter, exclusive Apartment Area measuring Square Meter and and proportionate common area measuring Square Meter all together Total Area measuring Square meter together with exclusive right to use of Car Parking Space in covered.

East by : _____
West by : - _____
North by : - _____
South by : _____

The Allottee is also entitled to a _____ **Sq. meter**, of undivided share, right, title and interest in Schedule A Property corresponding to the Schedule B Apartment.

SCHEDULE 'C'
FLOOR PLAN OF THE APARTMENT

SCHEDULE 'D'
(TOTAL CONSIDERATION AND PAYMENT PLAN)
SCHEDULE 'E'

SPECIFICATIONS
SPECIFICATIONS OF SCHEDULE C RESIDENTIAL APARTMENT

SCHEDULE 'F'

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

WITNESS:

1.

OWNER

2.

DEVELOPER

ALLOTTEE/S

ANNEXURE
(Project Site Plan)