

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (“AGREEMENT”) EXECUTED ON THIS THE _____ DAY OF _____ TWO THOUSAND TWENTY TWENTY (__.__.2022) AT BANGALORE.

By and Between

M M/s. CASA GRANDE GARDEN CITY BUILDERS PRIVATE LIMITED

[PAN: AAGCC1577R], a company incorporated under the provisions of Companies Act, 2013, having Registered Office at Salma Bizhouse, No. 34/1, 3rd Floor, T-1 & T-2, Meanee Avenue Road, Opposite to Lakeside Hospital, Ulsoor Road, Near Ulsoor Lake, Bangalore – 560 042, represented by its Authorized Signatory **Mr.**_____, (Aadhar No. _____) Son of Mr._____aged about _____ years, authorized vide board resolution dated _____,

Hereinafter referred to as the **“VENDORS”** (which expression shall, wherever the context so requires or admits, mean and include all their legal representatives, administrators, executors, agents, nominee/s, assigns and successors-in-interest.) OF THE FIRST PART;

AND

M/s. CASA GRANDE GARDEN CITY BUILDERS PRIVATE LIMITED

[PAN: AAGCC1577R], a company incorporated under the provisions of Companies Act, 2013, having Registered Office at Salma Bizhouse, No. 34/1, 3rd Floor, T-1 & T-2, Meanee Avenue Road, Opposite to Lakeside Hospital, Ulsoor Road, Near Ulsoor Lake, Bangalore – 560 042, represented by its Authorized Signatory **Mr.**_____, (Aadhar No. _____) Son of Mr._____aged about _____ years, authorized vide board resolution dated _____, hereinafter referred to as the **“Promoter”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its

successor-in-interest, executors, administrators and permitted assignees), OF THE SECOND PART.

AND

1) **Mrs.** _____ wife of Mr. _____ aged about ____ years, [**PAN No:** _____], (Aadhar No. _____),

2) **Mr.** _____ son of Mr. _____ aged about ____ years, [**PAN No:** _____], (Aadhar No. _____),

Residing at No _____.

Herein after called the "PURCHASER(S)" (Which expression wherever it so requires shall mean and include all his/her/their respective heirs, legal representatives, administrators, executors, as signs, etc.) OF THE THIRD 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.

- (i) First Party is the absolute Owner of all that piece and parcel of residential converted Land bearing Sy No. 48, Measuring to an extent of 3 Acres 14 Guntas, (vide official memorandum bearing No. ALN (E)(B)S.R/01/2008-09, dated 31.10.2008), issued by Deputy Commissioner, Bangalore District, Bangalore) situated at Bhattarahalli Village, Bhattarahalli Hobli, Bangalore East Taluk

Bangalore District, referred as and described in Schedule property.

(ii) And whereas the first part herein having acquired an extent of 3 Acre 14 Guntas, vide Sale Deed dated 25.05.2022, registered as Document No.INR-1-02188-2022-23, Stored in INRD1082 ,Registered in the Office of Sub-Registrar, Shivajinagar (Indranagar), Bangalore.

(iii) **AND WHEREAS**, since the date of purchase, the said First Party is in peaceful possession and enjoyment over the Schedule Property as described hereunder by exercising all acts of lawful Ownership over it.

B. The Promoter has obtained the sanctioned plan, specifications and approvals for the Project and also for the apartment, as the case may be, from Bruhath Bengaluru Mahanagara Palike. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.

C. The Said Land is earmarked for the purpose of building a residential project, comprising _____ multistoried apartment buildings and the said project shall be known as **"CASAGRAN MERIDIAN"**

D. 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.

E. The Bruhath Benagaluru Mahanagara Palike has granted the Building License/Commencement Certificate to develop the Project *vide* approval dated: _____ bearing registration No._____.

F. The Promoter has registered the Project under the provisions of the Act with the Karnataka Real Estate Regulatory Authority at BANGALORE on _____ under registration No._____.

G. The Allottee(s) had applied for an apartment in the project vide application No._____ dated _____and has been allotted **Apartment** **No. ____** having **carpet area of ____ Square**

feet, type ____, on ____ Floor __ **Block No.** __, along with ____ covered/open parking together with __ **Square Feet undivided share in the said land** (hereinafter referred to as the “Apartment”), more particularly described in **Schedule ‘A’** hereunder;

- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- I. 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;
- J. 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;
- K. 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(s) hereby agrees to purchase the Apartment and the covered parking as specified in para G.

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(s) and the Allottee(s) hereby agrees to purchase the Apartment as specified in para G.

1.2 The Total Price for the Apartment based on the carpet area is **Rs. _____/- (Rupees _____ only)** ("Total Price").

Core: ____

Block No : _

Apartment No: ____

Floor Type: ____

The Allottee(s) have/has paid a sum of **Rs. _____/- (Rupees _____ only)** towards advance amount and agreed to pay the balance amount of **Rs. _____/-(Rupees _____ only)** as per the Payment Plan specified in Schedule 'B' hereunder.

Explanation:

- i. The Total Price above includes the booking amount paid by the Allottee(s) 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(s) on or before handing over the possession of the apartment to the Allottee(s) 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(s) 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 schedule dated 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(s);

- iii. The Promoter shall periodically intimate in writing to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) 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(s) 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 the Apartment and 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, doors, windows, maintenance charges as per para 11.

1.3 The Total Price is escalation-free, save and except increases which the Allottee(s) 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(s) 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(s), 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(s).

1.4 The Allottee(s) shall make the payment as per the payment plan set out in Schedule 'B' ("Payment Plan").

1.5 The Promoter reserves the rights to change specifications without prior notice in the interest of quality and timely delivery. Many of the materials used are subject to variations in tone, grain, texture, color and other aesthetic features which are beyond the control of the Promoter. They may not be the same as the samples shown, mostly due to non-availability at the time of construction. The Promoter reserves the right to replace unavailable materials with suitable alternatives. Any such change will not in any way be detrimental to the quality of the material. The Promoter will always attempt to minimize variations to specifications. However, the Allottee(s) is informed to expect variations within natural limitations.

1.6 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee(s) 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(s) 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(s). 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(s), the Promoter may demand that from the Allottee(s) as per the next milestone of the Payment Plan as provided in Schedule 'B'. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

1.7 Subject to para 9.2 the Promoter agrees and acknowledges, the Allottee(s) shall have the right to the Apartment as mentioned below:

- (i) The Allottee(s) shall have exclusive ownership of the Apartment;
- (ii) The Allottee(s) shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee(s) in the Common Areas is undivided and cannot be divided or separated, the Allottee(s) 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 the Apartment and 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, doors, windows, maintenance charges as per para 11 and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project;

(iv) The Allottee(s) has the right to visit the project site to assess the extent of development of the project and his apartment, as the case may be.

1.8 It is made clear by the Promoter and the Allottee(s) agrees that the Apartment along with the 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(s). It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

1.9 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottee(s), which it has collected from the Allottee(s), for the payment of outgoings (including land cost, ground rent, municipal or other local taxes payable to competent authorities related to the project). If the Promoter fails to pay all or any of the said outgoings collected by it from the Allottee(s), the Promoter agrees to be liable to pay such outgoings to the authority or person to whom they are payable.

1.10 The Allottee(s) has paid a sum of **Rs _____/- (Rupees _____ Only)** as booking / advance 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(s) hereby agrees to pay the remaining price of the Apartment as prescribed

in the Payment Plan [Schedule B] as may be demanded by the Promoter within the time and in the manner specified therein. Provided that the Promoter shall periodically intimate to the Allottee(s), the amount payable as per Payment Plan [Schedule B] and the Allottee(s) shall make payment within 7 (seven) days from the date of such written intimation. If the Allottee(s) 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(s) shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [Schedule B] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of "**M/s, CASA GRANDE GARDEN CITY BUILDERS PVY LTD**", the Promoter herein.

- a. Name of the Account Holder: M/s. Casa Grande Garden City Builders Pvt Ltd Casagrand Meridian Designated Account
- b. Designated Account Number: 777705050305
- c. Bank Name: ICICI Bank
- d. IFSC Code: ICIC0003904
- e. Branch Name: Ulsoor Road, Bengaluru-08

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee(s), 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(s) 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(s) shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) 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(s) 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(s) only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee(s) authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee(s) against the Apartment, if any, in his/her name and the Allottee(s) 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(s) 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(s) has seen the proposed site plan, specifications, amenities and facilities of Apartment and accepted the 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 site 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 BBMP 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(s) is the essence of the Agreement. The Promoter shall endeavor to complete the construction of the Apartment by 02-11-2025 grace period. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment as committed, unless there is delay or failure due to the following Force Majeure conditions:

- (i) war, flood, drought, fire, cyclone, earthquake, epidemics, pandemics, natural disaster, etc. or any other calamity caused by nature affecting the regular development of the real estate project;
- (ii) by reason of Governmental Restrictions and/or by reason of Civil Commotion, riots, bandh or any prohibitory order of court;
- (iii) explosions, accidents, acts of terrorism;
- (iv) non-availability of cement, steel, labor or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever;
- (v) the promulgation or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any Governmental Authority that prevents or restricts the Promoter from complying with any or all the terms and conditions as agreed in the Agreement,

Prohibitory order, litigations if any in respect of the title of the Said Land.

If, however, the completion of the Project is delayed due to the above said Force Majeure conditions then the Allottee(s) 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(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project forever due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the allotment within six months from that date of determination of impossibility of performance. After refund of the money paid by the Allottee(s), the Allottee(s) 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(s) in terms of this Agreement to be taken within 15 days from the date of intimation by the Promoter. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the promoter. The Allottee(s), 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(s) at the time of conveyance of the same time.

7.3 Failure of Allottee(s) to take Possession of Apartment: Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee(s) 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(s). In case the Allottee(s) fails to take possession within the time provided in para 7.2, such

Allottee(s) shall continue to be liable to pay maintenance charges as specified in para 7.2.

7.4 Possession by the Allottee(s): After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottee(s), 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, after obtaining the completion certificate].

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

Provided that where the Allottee(s) proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit 10% of total consideration along with applicable taxes, the Promoter shall refund the monies collected from the Allottee(s) within 90 days of such cancellation without interest, simultaneous to the Allottee(s) executing necessary cancellation and registration of the Agreement and/or sale deed by the Allottee(s).

7.6 Compensation: The Promoter shall compensate the Allottee(s) 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.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represents and warrants to the Allottee(s) 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) 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(s) 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(s) 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(s) 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(s) and the common areas to the Association of the Allottees or the competent authority, as the case may be;
- (x) The Schedule 'E' 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 'E' 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(s) 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.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:

(i) Promoter fails to complete the apartment within the time period specified in para 7.1 hereinabove. For the purpose of this clause, 'complete the apartment' shall mean that obtaining completion certificate for the project from the competent authority. In this case, the Allottee(s) is/are entitled to 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 as delayed compensation. However, the above said delayed compensation will be effected to the Allottee(s) only against on time payments made to the Promoter at each and every stage payment within the specified timeline. Provided that the Promoter will not be liable for any delay in Corporation / Municipality / Panchayat Union, Karnataka Electricity Board, Water supply and Sewerage Board, any other statutory authority giving their connection in respect of Water, Drainage and Electricity in spite of the diligent initiative/follow-up actions taken by the Promoter.

(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. In this case, the Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within six months from the date of occurrence of such event: Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he 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.

9.2 The Allottee(s) shall be considered under a condition of Default, on the occurrence of the following events:

(i) In case the Allottee(s) fails to make payments against the demands made by the Promoter as per the Payment Plan annexed hereto within the timeline provided, despite having been issued notice in that regard the Allottee(s) shall be liable to pay interest at the rate prescribed in the Rules on the payments as agreed and fallen due from the date of default till the date of payment along with applicable taxes to the Promoter.

(ii) In case of default by Allottee(s) under the above said condition continues beyond three demand notices for the payment due, then the Promoter at their discretion after due notice of fifteen days to the Allottee(s) is entitled to cancel this Agreement and re-allot the Apartment, to the another party and the Allottee(s) shall thereafter have no right, interest or claim over the Apartment. Consequent to such termination, subject to deduction of the 10% of total consideration along with applicable taxes, the Promoter shall refund the monies collected from the Allottee(s) within ninety days of such cancellation without interest, simultaneous to the Allottee(s) executing necessary cancellation and registration of the Agreement and/or sale deed by the Allottee(s).

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(s), shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas on receipt of the occupancy certificate and

the completion certificate, as the case may be, to the Allottee(s). However, in case the Allottee(s) fails to deposit the stamp duty and / or registration charges within the period mentioned in the notice, the Allottee(s) 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(s).

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

11.1 The Promoter shall be responsible to provide and maintain essential services in the Project for Six months upon the issuance of the completion certificate of the project. The cost of such maintenance has been included in the Total Price of the Apartment.

11.2 Further to the aforesaid maintenance period, if the Promoter or its nominee proposes to maintain the project and if the Allottee(s) or the Association of the project agrees for the same, the parties may mutually agree to execute an independent maintenance agreement with the Promoter or nominated maintenance agency. The rights, duties and obligation of maintenance of the Common Areas and amenities provided in the Project may be captured in the said maintenance agreement ("Maintenance Agreement").

11.3 Any capital expenditure for providing additional amenities shall be met out by the Promoter from and out of the Corpus Fund with the consent of the association of Allottees. In the event of non-formation of Association by the Allottees and/or failure to take over the maintenance of the Project building from the Promoter after completion of the aforesaid six month maintenance period, the Promoter shall have the right to adjust the maintenance charges from the Corpus Fund till take over the maintenance of the Project by the Association and/or Allottee(s).

11.4 The capital expenditure spent of the Corpus Fund shall be replenished by raising pro-rate demand and collection from each Allottee(s), if the Allottee(s) defaults in making the proportionate Corpus

Fund the Promoter shall be entitled to collect the prescribed interest for the due payments.

11.5 The Allottee(s) along with the other allottees of the Project shall ensure that the owners' welfare association ("Owners Association") will be formed as per the provisions of the applicable laws.

11.6 The Promoter shall render proper accounts to the Owners Association at the time of handover of the maintenance with respect to the spending from Corpus Fund collected.

11.7 Subsequent to the taking over of maintenance by the Owners Association, the Allottee(s) shall pay / continue to pay the all costs, charges, expenses, relating to the management, maintenance and upkeep of common areas and common facilities / amenities within the Project on pro-rata basis or in another manner as deem fit by the Association. The Promoter shall not be liable for any shortcomings or deficiency thereof, in any manner whatsoever.

11.8 It is specifically agreed by the Allottee(s) that the Allottee(s) shall pay their pro-rata maintenance charges for the common areas, common amenities / facilities in the Project in time and without any delay and in the event of the Allottee(s)'s inability to pay the maintenance charges or any default or delay in payment of maintenance charges and deposits if any, the Allottee(s) may be deprived of his/her/its/their rights to enjoy the common facilities and amenities and such defaults will be displayed in the notice board within the Project.

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 the result of any commission or omission of the Allottee(s), 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 Allottee(s), any product that has been installed by the Promoter, is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee(s) from the date of handing over possession, it

shall be the duty of the Promoter to rectify such defects on receipt of such intimation from the Allottee(s). The above liability of the Promoter shall be restricted only to rectify / repair the above defects and any consequential damages will not be covered under this Agreement. Structural defects shall not include plastering hairline crack. Third party warranty on products shall be governed by the terms and conditions provided by the manufacturer of the respective products. However, the Promoter shall not be responsible for routine/non-structural cracks resulting from differential co-efficient of thermal expansion, non-monolithic joints, seasoning effects, sweating of walls, etc. and due to normal wear and tear, abuse, negligence and improper usage by the Allottee(s).

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(s) 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.

14. USAGE:

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the "**CASAGRAN MERIDIAN**" project, shall be earmarked for purposes such as parking spaces and other permitted uses as per sanctioned plan. The Allottee(s) 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(s) 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 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(s) 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 Allottee(s) or the Association of 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(s) 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(s) shall also not remove any wall, including the outer and load bearing wall of the Apartment.

15.3 The Allottee(s) 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(s) 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 an Apartment 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, 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. BINDING EFFECT:

Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, the Allottee(s) signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 15 (fifteen) days from the date of receipt by the Allottee(s). If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 15 (fifteen) days from the date of its receipt by the Allottee(s) as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee(s), application of the Allottee(s) shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever.

19. 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, as the case may be.

20. RIGHT TO AMEND:

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE(S) 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.

22. 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.

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

Wherever in this Agreement it is stipulated that the Allottee(s) 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.

24. 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.

25. PLACE OF EXECUTION:

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

26. NOTICES:

That all notices to be served on the Allottee(s) and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee(s) or the Promoter by Registered Post at their respective addresses specified in this agreement. It shall be the duty of the Allottee(s) 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(s), as the case may be.

27. 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.

28. SAVINGS:

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

29. 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.

30. 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'

[Description of the Apartment]

All that piece and parcel of the residential unit bearing **Apartment No. _____, _____ Floor**, in Block _ measuring about _____ **Sq. Metre** (i.e. _____ **Sq. Feet**) of carpet area [comprising in _____ **Sq. Metre** (i.e. _____ **Sq. Feet**) of Super Built up area] is **along with an extent of _____ Sq. Metre** (i.e. _____ **Sq. Feet**) undivided share, right, title and interest in the Schedule 'E' Property hereunder in the Project Known as **"CASAGRANDE MERIDIAN"** and _____ covered/open car parking at basement area and bounded on the:

North by	:	
South by	:	
East by	:	
West by	:	

SCHEDULE 'B'

[PAYMENT PLAN]

<u>Payment Schedule :</u>	
BOOKING ADVANCE	5%
ON AGREEMENT OF SALE	10%
25 Days from the date of Agreement	30%
Commencement of Foundation	10%
On commencement of Basement Roof	5%
On commencement of Ground Floor Roof	5%
On commencement of 1st Floor Roof	5%
On commencement of 3rd Floor Roof	5%

On commencement of 5th Floor Roof	5%
On commencement of 7th Floor Roof	5%
On commencement of 9th Floor Roof	5%
On commencement of 11th Floor Roof	2%
On commencement of 13th Floor Roof	2%
On commencement of 14th Floor Roof	2%
Completion of Flooring Respective Unit	2%
Handing over	2%

SCHEDULE 'C'

SPECIFICATIONS:

SPECIFICATIONS COMMON TO BUILDING COMPLEX **COMMON FEATURES:**

OUTDOOR FEATURES:

SCHEDULE 'D'

AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT);

1. STRUCTURE

Structural System	: RCC wall structure (MIVAN) designed for seismic compliant (Zone – 2)
RCC Wall	: 160mm for external walls & 160/100mm for internal walls (as per design intent)
Floor- Floor height (incl. slab)	: Will be maintained at 2980mm
ATT	: Anti-termite treatment will be done

2. WALL FINISH

Internal walls	: Finished with 2 coats of putty, 1 coat of primer & 2 coats of emulsion
Ceiling	: Finished with 2 coats of putty, 1 coat of primer & 2 coats of emulsion
Exterior walls	: Exterior faces of the building finished with 1 coat of primer & 2 coats of exterior Emulsion paint with color as per architect's design intent
Bathroom	: Ceramic Tile up to false ceiling height of size 300x600mm & above false ceiling will be finished with a coat of primer
Kitchen	: Ceramic wall tile of size 600mm x 600mm for a height of 600mm above the counter top finished level
Toilet ceiling	: Grid type false ceiling

3. FLOOR FINISH WITH SKIRTING

Main flooring	: Vitrified tiles of size 1200mm x 600mm
Bathroom	: Anti-skid ceramic tiles of size 300mm x 300mm
Balcony	: Anti-skid ceramic tiles of size 600mm x 600mm

4. KITCHEN & DINING

Kitchen	: Platform will be finished with granite slab of 600mm wide at height of 800mm from the finished floor level
Electrical point	: For chimney & water purifier
CP fitting	: Futura / American Standard /equivalent will be provided
Sink	: Single bowl SS sink with drain board with Multi feature pull-out sink faucet
Dining	: Counter top washbasin will be provided whenever applicable

5. BALCONY

Handrail	: Glass handrail for Balcony as per elevation.
Cloth Drying Provision	: Provided in balcony.

6. BATHROOMS

CP & Sanitary fixture	: Kohler / American Standard /equivalent will be provided
All Bathrooms	: Wall mounted WC with cistern, Health faucet, Single lever diverter, Rain Shower & Counter top wash basin

7. JOINERY

a. DOORS

Main door	: Good quality frame with double side veneer finish shutter of size 1050 x 2100mm with Decorative panel : Ironmongeries like Digital door lock, tower bolts, door viewer, safety latch, magnetic door catcher, etc.,
Bedroom doors	: Good quality door frame with double side Laminate finish door of size 900 x 2100mm : Ironmongeries like Godrej or equivalent lock, door bush, tower bolt, etc.,

b. WINDOWS

Windows	: Aluminum windows with sliding shutters & plain glass
French doors	: Aluminum doors with sliding shutters & toughened glass
Ventilators	: Aluminum ventilators of fixed / open-able shutter for ODU access (wherever applicable)

8. ELECTRICAL POINTS

Power Supply	: 3 phase power supply connection
Safety device	: MCB & ELCB (Earth leakage Circuit breaker)
Switches & sockets	: Modular box & modular switches & sockets of good quality IS brand
Wires	: Fire Retardant Low Smoke (FRLS) copper wire of good quality IS brand
Mobile charging dock	: Provided in living
Hob Point	: Point provided in the kitchen
TV	: Point in Living & one of the bedrooms and Provision in other bedrooms
Telephone	: Provision in Living & one of the bedrooms
Data	: Provision in Living & one of the bedrooms
Split- air conditioner	: Points in all bedrooms and provision in Living / Dining
Exhaust fan	: Point in all bathrooms
Geyser	: Point in all bathrooms
Back-up	: 600W for 2BHK & 750W for 3BHK

SCHEDULE 'E'

All that piece and parcel of the Northern portion of Undeveloped Residentially Converted Vacant land bearing Sy No.48, measuring 3 Acre 14 Guntas, (Vide Conversion Order bearing No.ALN (E)(B)S.R/01/2008-09 , dated 31.10.2008 issued by Deputy Commissioner, Bangalore District, Bangalore) situated at

Bhattarahalli Village, Bhattarahalli Hobli, Bangalore East Taluk, Bangalore within the limits of BBMP and bounded as follows:

East by : 12.20 Meters Wide BBMP Road Leading to T.C Palya Main Road and Property of Mr.T.J.Thomas in Survey No.49;.

West by : Sannathammanahalli Village Boundary ;

North by : Land bearing Survey No.61 of Bhattarahalli Village

South by : Krishnarajpuram Village Boundary

SCHEDULE 'F'

DETAILS OF THE COMMON AREA

___ **Square feet** undivided share in super built-up area to be constructed in the project.

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.

***for Casa Grande Garden
City Builders Pvt. Ltd***

***for Casa Grande Garden
City Builders Pvt. Ltd.***

***Authorized Signatory
First Party***

***Authorized Signatory
Second Party***

Purchaser(s)/Third Party

WITNESSES:

1.

2.

DRAFT