

AGREEMENT FOR SALE

THIS **AGREEMENT FOR SALE** is executed on this _____ **DAY OF** _____, **TWO THOUSAND TWENTY THREE (___-___-2023)** at Bangalore.

BY AND BETWEEN

- 1. Mr. P.V.S.S. GOPALA KRISHNARAJU**, aged about ____ Years,
- 2. Mr. INDUMATHI P**, aged about ____ Years,
- 3. Mr. P JYOTHI**, aged about ____ Years,
- 4. Mr. P ASHOK**, aged about ____ Years,

All are residing at _____.

Vendor No.1 to 4 Represented by their duly constituted General Power of Attorney Holder, **M/s. NIVARA GROUP.**, A partnership firm, Represented by its managing partner **Mr. _____**, herein after collectively referred to as "**Vendors/Owners**", (which expression shall, wherever the context so requires or admits, mean and include, their respective heirs, successors-in-title, administrators and assigns) of the First Part.

AND

M/s. NIVARA GROUP., A partnership firm, Represented by its managing partner **Mr. _____**, hereinafter called as "**SECOND PARTY/DEVELOPER**" (which

term shall where the context so admits be deemed to include its successors-in-office and assigns) of the Second Part;

AND

1. Mr. _____, S/o Mr. _____, aged about ____ years, PAN

No. _____, Aadhaar No. _____

2. Mrs. _____, W/o Mr. _____, aged about ____ years, PAN

No. _____, Aadhaar No. _____,

Both are residing at No. _____.

Hereinafter referred to as "**Purchaser/s**", (which expression shall, wherever the context so requires or admits, mean and include, his/her/their/its, legal heirs, executors, administrators, successors-in-title and permitted assigns) of the THIRD PARTY.

The First Party, Second Party/Developer and the Purchaser/s are hereinafter jointly referred to as 'Parties' and individually as 'Party'.

I. 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 (Central Act of 2016) and all the amendments made from time to time.

(b) "**Agreement**" shall mean this Agreement to Sell the, Schedule "B" Property, including the schedules and annexes hereto, as may be amended from time to time;

(c) **"Apex Association"** shall mean a conglomerate of all the association of allottee(s) formed by virtue of development of Larger Lands in the vicinity of Schedule Property, either developed as a consolidated development or as an independent development at the discretion of the Promoter or anybody claiming through or under the Promoter. The Apex Association will consist of elected members from all the Associations formed respectively for each development in the Larger Lands;

(d) **"Applicable Law"** means all laws, statutes, regulations, codes, bye-laws, ordinances, treaties, judgments, decrees, directives, rules, guidelines, orders, policies and other requirements of any Governmental Authority having jurisdiction over the Schedule "A" Property which are in effect or as may be amended, modified, enacted or revoked from time to time .

(e) **"Appropriate Authority"** shall mean any union, state, local or other governmental, administrative, regulatory, judicial or quasi-judicial authority or self-regulating authority or agency, commission, board, tribunal, court, Bangalore Electric Supply Company (BESCOM), Bangalore Water Supply and Sewerage Board (BWSSB), Bangalore Metropolitan and Regional Development Authority (BMRDA), Bangalore International Airport Area Planning Authority (BIAAPA), Village Panchayath, Real Estate Regulatory Authority, Real Estate Appellate Tribunal and shall include any other competent authority under the Act and having jurisdiction over the Schedule Property;

(f) **"Association or Association of Allottee(s)"** shall all mean the association of Allottee(s) to be formed in respect of the Project either under the provisions of the Karnataka Apartment Ownership Act, 1972 or the Karnataka Societies Registration Act, 1960, as the case may be;

(g) "**Completion Period**" shall mean a date on or before _____ or such extended time as provided in Clause 7, before which the Developer would have applied for and secured the Occupancy Certificate and Final Layout Sanctioned Plan for the Project from STRR;

(h) "**Common Amenities & Facilities of the Project**" shall mean and include those amenities and facilities of the Project as detailed in **Annexure 'B'** hereto, the Common Amenities and Facilities of the Project are subject to such reasonable, non-discriminatory rules and regulations as are prescribed by the Seller or the Association to be followed by all the owners/occupiers of the plots in the Project.

(i) "**Force Majeure**" shall mean the occurrence of one or more of the following events, affecting the development/construction of the Project:-

- i) War and civil unrest
- ii) Flood/cyclone
- iii) Drought
- iv) Fire,
- v) Earthquake
- vi) Any other acts of god, calamity caused by nature including outbreak of any epidemic or pandemic.

(j) "**Interest**" means the rate of interest payable by the Seller or the Purchaser/s, as the case may be in terms of this Agreement which is to be calculated at the rate of 2% over and above the highest State Bank of India Marginal Cost Lending Rate (MCLR) or as may be prescribed under the Act from time to time.

(k) "**Plot**" shall mean the residential plot developed on the Schedule A Property, which the Allottee(s) herein have expressed their intention to acquire and as more fully described in Schedule B Property and alternatively called as Schedule B

Property;

(l) **"Occupancy Certificate"** means the completion certificate or partial occupancy certificate or such other certificate by whatever name called, issued by the Local Authority confirming completion of the Project or any of portion therein;

(m) **"Other Costs Charges and Expenses"** shall mean all the amounts set out in **Schedule 'C'** hereto, which amounts the Purchaser/s is required to pay in addition to the Sale Consideration and Statutory Payments;

(n) **"Payment Schedule/Plan"** shall mean the installments payable by Purchaser/s under **Schedule C** hereto towards Balance Sale Consideration and all other amounts payable by the Purchaser;

(o) **"Person"** shall mean any natural person, limited company, corporation, general partnership, limited liability partnership, proprietorship, trust, association, self-regulatory organisation or other entity, enterprise, business organisation and shall include any other person as defined in law;

(p) **"Project"** shall have the meaning ascribed to the term in the Recital K hereunder i.e. the development of residential layout consisting of **97 Sites** with internal roads, parks, civic amenity sites **"NIVARA VIENTO"**;

(q) **"Project Account"** shall mean the Account No: _____, opened with _____ Bank Ltd, _____, standing in the name of the Promoter;

(r) **"Rules"** means the rules framed by the state of Karnataka pursuant to the enactment of the Real Estate (Regulation and Development) Act, 2016 (Central Act of 2016) and all the amendments made from time to time;

(s) **"Sale Deed"** shall mean the deed of sale to be executed by the Promoter, for legally conveying the absolute right, title and interest in the Schedule "B" Property in favour of the Allottee(s) on the terms and conditions contained therein;

(t) **"Statutory Payments"** shall mean statutory charges including Goods and Service Tax ("GST") as applicable from time to time, which will be payable by the Purchaser/s in addition to the Sale Consideration, and Other Cost and Expenses.

(u) **"Total Price"** shall mean the cost of acquiring ownership of the Schedule B Property and as morefully indicated in the Schedule C hereunder written.

II. INTERPRETATION

Unless the context otherwise requires in this Agreement –

(a) In this Agreement, any reference to any statute or statutory provision shall include all the current statues state or central, their amendment, modification, re-enactment or consolidation:

(b) the recital, annexures and schedules annexed herein forms part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any recitals, annexures and schedules to it.

(c) Each of the representations and warranties provided in this Agreement are independent of other unless the contrary is expressly stated.

(d) Headings to clauses, parts and paragraphs of this Agreement, Annexures and Schedules are for convenience only and do not affect the interpretation of this Agreement;

(e) The words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;

- (f) This Agreement is a joint draft of the Parties and any rule of statutory interpretation interpreting agreements against a party primarily responsible for drafting the agreement shall not be applicable to this Agreement.

WHEREAS:

- A. **WHEREAS** the OWNER mentioned above is the absolute owner of the Residential Converted Immovable Property comprising of **Sy. No. 73/1 measuring 18 Guntas, Sy No.73/19 measuring 18 Guntas, Sy No.73/20 measuring 24 Guntas, Sy No.73/21 measuring 25 Guntas, Sy No.74/5 measuring 02 Acre, Sy No.74/16 measuring 01 Acre 36 Guntas, in all measuring 06 Acres 01 Guntas**, situated at Addevishwanathapura Village, Hesaraghatta-2 Hobli, Yelahanka Talluk, Bangalore, which is more fully described in the **Schedule 'A'** hereto and hereinafter referred to as "**Schedule 'A' Property**".
- B. **WHEREAS**, the Khata of the Schedule A Property stands in the name of the owners as per the Mutation Register Extract.
- C. By and under a Development Plan, the planning authority namely, **DODDABALLAPURA PLANNING AUTHORITY ("DPA")**, has granted permission to the Promoter, for formation of residential project in the Schedule Property vide approval no. DPA/TP/LAO/07/2022-23/1125, dated: 20-12-2022, comprising of **97 Sites** As per the scheme of the development and the sanctioned layout plan, the Schedule Property is earmarked various sizes with parks, roads, open spaces etc. and other Common Amenities as per the sanctioned layout plan. The said residential layout shall be known as "**NIVARA VIENTO**".
- D. **WHEREAS**, after having discussion and consultations between the Owners and the Agreement Holder, it was mutually agreed as per the revised arrangement

for the development of the property to be completed through a new developer and to be identified by both the parties. It was also agreed that the Schedule Property be offered to the new developer on joint development basis wherein the new developer will complete the construction of the project at their entire cost without requiring any contributions from the First Party i.e the owners and the Agreement Holder herein and handover a portion of the built-up area to be shared between the Owners and the Agreement holder.

E. **WHEREAS** In accordance with the terms and conditions of the Joint Development Agreement, the First Party and the Second Party have entered into the Sharing Agreement ("**Sharing Agreement**") for sharing of the Plots/Sites and proportionate undivided share in the land forming part of the Schedule 'A' Property. In terms of the Joint Development Agreement, the Second Party i.e., Developer is fully entitled to enter into Agreement/s for Sale of its share of the Plots/Sites and the proportionate undivided share of land in the Schedule 'A' Property and realize the sale proceeds from the prospective purchaser/s.

F. **WHEREAS** Pursuant to the Sharing Agreement, developer is entitled to sell and allot Premises (as defined in the Sharing Agreement), and enter into and sign and execute the necessary agreements, deeds, documents and writings with the purchasers / transferees of the Developer Premises and receive the consideration in respect of the sale of Developer Premises. Under the Development Agreement, Developer is authorized and permitted to sell and transfer on ownership basis, the Developer Premises, for such consideration and on such other terms, conditions, covenants, stipulations and provisions as may be decided and deemed fit by Developer, and for this purpose to sign and execute the necessary agreements, deeds, documents and writings with the purchasers/ transferees of the same. The Owners have agreed, under the Development Agreement, that the Developer will be liable as promoters to all purchasers

including the Purchasers herein under the provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations framed thereunder together with all such amendments, modifications and /or re-enactments related thereto ("**the Act**") and the Purchasers will look only to the Developer for the purpose of compliance with the obligations of 'promoters' under the Act;

G. **WHEREAS** The Purchaser/s herein being interested in purchasing Plot in "**NIVARA VIENTO**" constructed on the Schedule 'A' Property and after having scrutinized the;

(a) Title of the Owners to the Schedule 'A' Property;

(b) Right of the Developer and Owners to jointly develop the Schedule 'A' Property;

(c) Title of Owners to the Developer premises and

(d) sanctioned plans in respect of the Project and having been satisfied with the title of the Owners, title of the Developer Premises and permissions / approvals / consents issued by the Competent Authority has/have agreed to purchase from the Owners and the Developer the Site bearing No. measuring sq. ft. hereunder and hereinafter referred to as "**Schedule 'B' Property**".

H. **WHEREAS** The Schedule 'B' Property unless specifically mentioned shall be collectively referred to as "**Schedule Property**". By the Sharing Agreement the Schedule Property is allotted to the exclusive share of the Developer.

I. **WHEREAS** Subject to the terms and conditions of this Agreement, Developer has agreed to sell the Schedule Property to the Purchaser/s free from all encumbrances and the Purchaser/s has/have agreed to purchase the Schedule Property free from all encumbrances from the Owners and Developer, the

Developer and Owners do hereby declare that the Schedule Property shall be conveyed free from all encumbrances, restriction and there are no orders from any Courts restraining the Owners and the Developer from alienating the Schedule Property.

J. **WHEREAS** The Owners, Developer and the Purchaser/s have agreed to certain terms and conditions in this regard which they desire to reduce into writing and accordingly this Agreement is made.

K. **WHEREAS** It is agreed that the Purchaser/s shall abide by the terms and conditions mentioned in the Schedule 'D' and Schedule 'E' of this Agreement.

NOW IN CONSIDERATION HEREINBEFORE MENTIONED, THIS AGREEMENT WITNESSES AS FOLLOWS:-

1) Unless the context otherwise requires in this Agreement:

- a) Words importing persons or parties shall include firms and corporations and any organizations having legal capacity;
- b) Words importing the singular include the plural and vice versa where the contexts or enquires;
- c) Reference to any law shall include such law as is from time to time enacted, amended, supplemented or re-enacted;
- d) Reference to any gender includes a reference to all other genders;
- e) Reference to the words "include" or "including" shall be construed without limitation;
- f) Reference to this Agreement or any other agreement, deed or other instrument or document shall be construed as a reference to this Agreement or such other agreement, deed or other instrument or document as the same may from time to time be amended, varied, supplemented or notated;
- g) The provisions of this Agreement shall be read and interpreted in

conjunction with its schedules. However, in the event of an inconsistency in the interpretation of the provisions of this Agreement and the schedules, the terms of this Agreement shall take precedence ;and

- h) The headings and titles in this Agreement are indicative only and shall not be deemed part of this Agreement or be taken into consideration in the interpretation or construction of its terms.
- 2) In pursuance of the foregoing and in consideration of the (a) mutual obligations of the Parties under this Agreement and, (b) payment of advance sale consideration by the Purchaser/s to Developer towards the Sale Consideration (defined below), the Owners, Agreement Holder and the Developer hereby agree and undertake to convey, by way of absolute sale, the Schedule Property together with all the undivided easements and appurtenances, estate, right, title, interest, property, claims and demands whatsoever thereto belonging to the Schedule Property to the Purchaser/s and/or to the nominee/nominees of the Purchaser/s upon the terms and conditions of this Agreement.
- 3) Developer shall sell and the Purchaser/s shall purchase the Schedule Property for the total sale consideration of **Rs. _____/- (Rupees _____ Only)**
("Sale Consideration").
- 4) The sale consideration mentioned in Clause 3 above includes Amenities such as facilities but does not include the cost of electrical fittings, fixtures, geysers etc., deposits, expenses and any other charges, fees, taxes there to as may be applicable and liable to be paid in relation to the Schedule Property by the Purchaser/s as mentioned in Clause 5 below.
- 5) The Purchaser/s shall bear and pay the following expenses relating to the Schedule Property as and when demanded by Developer:
 - i) Any extra work or facility to the Schedule 'C' Property at the rates given by the Developer with prior consultation;
 - ii) Advance maintenance charges, Deposits and expenses required to be made

by the Purchaser/s for formation of the owners' association/society and maintenance deposits payable to the Developer or to the owners' association/society formed for the purpose of maintenance including contributions to that may be set up for this purpose;

- iii) Stamp duty, Documentation and Legal charges as applicable.
- iv) Any duty or levy that may be payable for the Schedule 'C' Property.

6) The Purchaser/s has/have paid the amount to Developer towards advance sale consideration for the total sale consideration agreed of **Rs. _____ /-(Rupees _____ Only)** to Developer as detailed below, the receipt of which the Developer hereby admit and acknowledge:

a) **Rs. _____ /-(Rupees _____ Only)** paid through cheque bearing No. _____, dated _____, issued by _____ bank, _____ branch, _____ at the time of booking.

b) **Rs. _____ /-(Rupees _____ Only)** paid through cheque bearing No. _____, dated _____ issued by _____ Bank, at the time of execution of sale agreement.

7) The Purchaser/s has/have assured Developer that the balance amount of the Sale Consideration i.e., **Rs. _____ /-(Rupees _____ Only)** shall be paid by the Purchaser/s to Developer without demur or default, timely payment of the sale consideration being the essence of the contract as explained in the payment schedule.

8) Any default by the Purchaser in payment of the Sale Consideration or the Balance Installment Amount on the due dates mentioned herein above, for any reason whatsoever, shall be construed as the breach of the terms of this Agreement on part of the Purchaser/s. For such breach and/or breach of any other terms and conditions of this Agreement by the Purchaser/s, Developer

shall, without prejudice to any of its other rights, discretion or option be entitled to:

- a) Continue with this Agreement and claim the amounts in default/arrears with interest at the rate of 2% per month from the date of default till the date of actual payment. Developer shall also be entitled to consequential extension of time to hand over the possession of the Schedule 'C' Property to the Purchaser/s without any liability, whatsoever and howsoever, to the Purchaser or;
- b) If any breach continues for more than two (2) months or if any such breach is not rectified by the Purchaser/s within a period of two(2) months from the date of such breach / default, for whatsoever reason, Developer at its discretion / option shall be entitled to terminate this Agreement and shall treat the sum equivalent to 10% of the Sale Consideration as forfeited and adjusted towards liquidated damages. Developer shall be entitled to adjust any such amount from and out of the money paid by the Purchaser/s till that date. Further, Developer shall be entitled to deal with the Schedule Property in any manner whatsoever including sale of the Schedule Property to any third party, without any further reference to/ obligation towards the Purchaser/s. The balance money of the Sale Consideration, if any, after such adjustment/ deduction shall be paid by Developer without any interest after completion of the project and after finding alternate purchaser/s for the Schedule Property. If the advance amount paid is less than 10% of the Sale Consideration, then Developer shall be entitled to forfeit the amounts paid and recover the difference from the Purchaser by giving 15 (fifteen) days notice in writing/electronic mail calling upon the Purchaser/s to pay the balance amount and on payment of the balance amount, Developer shall have the right to terminate this Agreement.

9) The Purchaser/s shall not be entitled to transfer/ assign his/her/their/its rights under this Agreement in favour of anyone except with the prior written consent of Developer and subject to payment of a transfer fee of Rs.____/- (Rupees _____ only).

The Purchaser/s shall from the date the Schedule Property is ready for occupation, whether possession of the same is taken or not, pay proportionate share of all out- goings, maintenance and general expenses such as insurance, municipal taxes, cesses, electrical, domestic/non-domestic water tax, development and/or betterment charges or other levies charged, levied or sought to be recovered by the or any other public / statutory authority in respect of the Schedule Property including the charges / expenses for the common areas and club house facilities.

10) The Purchaser/s shall become and remain a member of any society/association/cooperative society/condominium ("**Association**") that may be formed by and consisting of all the owners in the group housing complex for the purpose of attending to the matters of common interest including security, repairs, maintenance, etc. and to maintain the open spaces, compound walls and all other common areas, facilities, other than the areas specifically demarcated / carved out areas owned / allotted by the Developer to their nominees.

11) DELIVERY OF POSSESSION

- a) Developer shall deliver the vacant possession of the Schedule Property to the Purchaser/s on the payment of the Sale Consideration and on the date of registration of the Sale Deed in favor of the Purchaser/s.
- b) The entire cost, including stamp duty, registration fees, legal Fees and other charges in respect of transfer of the Schedule Property to the Purchaser/s, shall be borne by the Purchaser/s.

12) FAILURE OF PURCHASER/S TO TAKE POSSESSION

- a) It is agreed by the Purchaser/s that in the event of his/her/their failure to take over the Schedule Property, the Purchaser/s shall pay to Developer holding charges/ compensation at the rate of Rs.5,000/-(Rupees Five Thousand only) per month for the entire period of such delay.

13) OWNERS ASSOCIATION AND MAINTENANCE:

- a) The Purchaser/s agrees that he/she/they shall, upon transfer of the Schedule Property in his/her/their favor by the Owners and the Developer, become member of the owners' association/society to be formed in respect of the Project / Schedule Property. The Purchaser/s shall execute declaration, deed of declaration, byelaws, affidavits, undertakings and all other papers / documents required for formation of the owners' association /society.
- b) The Purchaser/s shall observe and perform all the bye-laws, rules and regulations of the said owners' association/society and shall pay and contribute regularly and punctually towards taxes and other expenses including outgoings in accordance with the terms of this Agreement to the said owners' association / society, as and when demanded.
- c) In the event of owners' association / society being formed and registered before the sale of the Schedule Property the power and authority of the said association/society to manage shall be subject to the overall authority and control of the Developer on all matters concerning the construction and management of the building and the amenities pertaining to the same and in particular the Developer shall have absolute authority and control as regards the Sites/Plots and the disposal thereof.
- d) The Purchaser/s agrees that from the date of intimation of possession from the Developer and whether possession is taken by him or not, he/she/they/it

shall pay every month on or before the 5th day of each month to the Developer until the formation of the owners' association/society the proportionate share in all the outgoings, on general expenses in respect of the Schedule Property such as insurance, other electric and water charges, maintenance and management of the residential complex, common lights, sanitation and its repairs, salary to watchman, sweepers, maintenance and all other costs and expenses connected with the residential complex. The Purchaser/s shall also be liable to bear and pay all taxes, charges for electricity and other services and the outgoings payable in respect of the Schedule Property payable to the competent authority. The Purchaser/s shall pay to the Developer advance maintenance charges for maintenance of the common areas of the residential complex including the Schedule Property. The aforesaid monthly maintenance charges payable shall be deducted from the advance monthly maintenance charges paid by the Purchaser/s. On formation of the owners' association/society, the balance amount, if any, shall be transferred by the Developer to the owners' association/ society. The Purchaser/s further agrees to pay additional deposits to the Developer in case the deposit paid has been exhausted and/or such amount is not sufficient to meet the outgoings.

- e) It is specifically made clear to the Purchaser/s that in the event of non-payment of maintenance charges as billed by the Developer/ the maintenance agency, the Developer/ the maintenance agency shall be entitled to disconnect supply of back- up electricity power to the Schedule Property without any prior notice to the Purchaser/s. The Purchaser/s shall be liable to pay these charges and expenses as and when required by the Developer or before the due date.
- f) The Purchaser/s shall pay the monthly/yearly subscription charges/maintenance charges as charged by the Developer or the owners'

association / society / management agency. It is understood that the Purchaser/s shall be titled to use the facilities subject to payment of the monthly maintenance / subscription charges and the membership rights is limited only to the members. The Developer and/or the owners' association/society shall make suitable rules and regulations for the usage of the club facilities by the occupants of the Residential Complex and that the Purchaser/s undertakes to observe such rules and regulations to be framed.

14)USE OF THEPROPERTY

- a) The Purchaser/s shall use the Schedule Property only for residential purposes and not use the same in a manner that may cause nuisance or annoyance to other occupants or owners in the residential complex. The Schedule Property shall not be used for any commercial or illegal or immoral purposes or to do or cause anything to be done in or around the Schedule Property which tends to cause damage to the facilities or services of any property adjacent to the Schedule Property or any where in the residential complex and/or in any manner interfere with the use thereof or of spaces, passages, corridors or amenities available for common use.
- b) The Purchaser/s hereby agrees to indemnify the Developer against any penal action, damage or loss due to misuse for which the Purchaser(s)/occupant(s) are solely responsible.

15)DEFECT LIABILITYPERIOD

- a) The Developer shall not be responsible for any defect in the building noticed after a period of 12 months from the date of handover to the Purchaser. The said liability / warranty shall not cover / include small cracks in plaster and masonry.
- b) The Developer shall not be liable for any defects, damages, malfunctions arising due to or resulting from any (a) misuse, modification, change or repair

done / carried out by the Purchaser/s or its nominee/agent, (b) negligent use on part of the Purchaser/s, (c) force majeure events and/or (d) failure to maintain the amenities / equipment's on part of the Purchaser/s. Purchaser/s Warranty for all equipment like lifts etc. shall be provided by the respective manufacturers as per their standard terms and conditions.

- c) It is expressly agreed that notwithstanding anything contained herein, the Purchaser will not hold Developer liable for the aforesaid.

16) The name of the Project developed on the Schedule 'A' Property is known as **"NIVARA VIENTO"** and the same shall not be changed/alterd by the owners/the Association / the society. The Sites/Plots in the Project are numbered by the Developer and the same shall not be changed / altered by the owners or the Association or the society.

17) The Purchaser/s shall be entitled to take possession of the Schedule Property only after paying the Sale Consideration and other payments payable to Developer and other payments payable under this Agreement hereunder and fulfilling / performing all obligations under this Agreement to the satisfaction of the Developer.

18) The Purchaser/s hereby represents, warrants, declares and covenants that:

- a) The Purchaser/s shall not seek partition and separate possession of the Schedule 'B' Property;
- b) The Purchaser/s shall not be entitled to claim conveyance of the Schedule 'B' Property until the he/she/they/it fulfills and performs all his/her/their/its obligations and makes all payments as mentioned under this Agreement;
- c) The Purchaser/s has inspected the documents of title relating to the Schedule 'A' Property / Schedule 'B' Property belonging to the Owners and has entered into this Agreement upon being fully satisfied with the title of

the Owners thereto and that he/she/they shall not be further entitled to investigate or question the title of the Owners to the Schedule 'A' Property and no requisition or objection shall be raised by the Purchaser in any manner relating thereto. The Purchaser has also inspected the Development Agreement and is fully satisfied with the title of Developer to jointly develop the Schedule 'A' Property and with the right, title and interest of Developer in respect of the Schedule 'C' Property and Developer's right to sell the same.

- d) The Purchaser/s shall observe and abide by all the Bye-laws, Rules and regulations as prescribed by the Government, any other Statutory Authority, the Developer and the Organization and pay all taxes, rates and cesses with respect to the Schedule Property without fail and default;
- e) The Purchaser/s shall bear and pay all expenses towards Stamp Duty, Registration fees in accordance with the prevailing applicable laws. The Purchaser/s further undertake/s to pay any additional Stamp Duty or Registration fees or any other Taxes or levies that may arise due to change in the Government rules and laws in due course.
- f) Subject to the Development Agreement, the Developer shall be entitled to sell / transfer developmental rights for developing whole or part of the Schedule 'A' Property to any other person as may be permitted under the provisions of law. The Owners and/or the Developers shall not be required to pay any amount to the Purchaser/s or any other person claiming under the Purchaser/s for such sale / transfer of his/her/their/its developmental rights.
- g) The Purchaser/s shall, after the execution and registration of the Sale Deed, peacefully and quietly enter into the possession and enjoy the Schedule Property and the common areas with other owners without any let or hindrance from anyone.

19)The Owners hereby represent, warrant, declare and covenant that:

- a) They are the sole and absolute owners of the Schedule Property and that their title

thereto is good, marketable and subsisting and they have the power to convey the same;

- b) When the Schedule 'B' Property is conveyed to the Purchaser/s, it shall be free from attachment, encumbrances, Court or acquisition proceedings or charges of any kind;
- c) That all taxes, rates and cesses in respect of the Schedule Property upto the date of delivery of possession, or intimation for delivery of possession shall be paid;
- d) They shall upon fulfilling of all the terms and conditions contained under this Agreement and after payment of all sums / amounts mentioned herein by the Purchaser/s, execute and register the Sale Deed in favor of the Purchaser, at the cost and expense of the Purchaser.

20) Developer shall have the necessary lien and first charge on the Schedule Property for all amounts that the Purchaser/s is liable to pay under this Agreement and the Developer shall be entitled to recover and receive the same from the Purchaser/s and shall be entitled to withhold giving possession to the Purchaser of the Schedule Property, until the receipt of full payment thereof and of the other charges as and when may become payable by the Purchaser/s under such Agreements or the applicable law and the Purchaser/s agree/s that it shall not demand possession or enforce specific performance of this Agreement till such time as all amounts due to Developer under this Agreement have been paid by the Purchaser/s to the Developer in accordance with the terms and conditions of the respective Agreements.

21) All letters, receipts or notices issued by the Owners and/or the Developer dispatched under email or Registered Post Acknowledgement due to the email ID/address of the Purchaser/s given in this Agreement will be sufficient proof of service thereof on the Purchaser/s and shall effectively discharge the

Owners and or the Developer from the obligations to issue any further notice;

- 22)** No change, variation or modification of any of the terms and conditions set forth herein shall be valid unless incorporated as an amendment to this agreement and signed by the Parties;
- 23)** The Parties hereto agree that in the event of there being any delay in or indulgence shown by either of the Parties with regard to the enforcement of any of the terms of this Agreement the same shall not be construed as a waiver on the part of the party showing such indulgence or tolerance or any indulgence or forbearance shall not be deemed to be a waiver of the rights and the Parties shall be entitled to enforce such right without prejudice to such indulgence or tolerance shown.
- 24)** The Purchaser/s further agrees and undertakes that the interior fit outs/work shall not cause any damage to the existing structure/ systems installed by the Developer in the Schedule 'C' Property and the Purchaser/s agrees to reimburse the Developer for the costs of rectification of any such loss/damage. The Purchaser/s shall obtain prior permission from the Developer for carrying out such interior fit outs / works which permission shall not be unreasonably withheld by the Developer. The Purchaser/s shall ensure that electrical systems, plumbing, and any other structural/ finishing work done internally within the Schedule 'C' Property shall not pose any fire, electrical, structural, noise or air pollution and health hazards to other occupants.
- 25)** This Agreement shall be binding upon the permitted assigns and successors in title of the Owners /Owners, the Developer and the permitted assigns and successors in title of the Purchaser/s.

- 26)** This Agreement shall be interpreted, constructed and governed by the Laws of India.
- 27)** It is agreed between the Parties that, without prejudice to what is provided in this Agreement, each Party shall have the right to specifically enforce this Agreement.
- 28)** In the event that any clause or provision of this Agreement or any of the conditions contained herein are declared void, voidable, illegal or otherwise unenforceable, or indication of the same is received by either of the Parties by any judicial or other competent authority, the Parties shall amend the provision in such reasonable manner so as to contain the intention of the Parties without any illegality. No such clause or provision shall be amended modified save by way of a written document executed by both the parties and expressly captioned to be an amendment to this Agreement. The Parties may also, at their discretion, sever such clause or provision from this Agreement and in such a case, the remainder of this Agreement shall remain valid and enforceable according to its terms;
- 29)** Knowledge or acquiescence by either Party hereto of any breach of any of the terms, conditions or covenants contained herein shall not operate as or be deemed as a waiver of such terms, conditions or covenants and notwithstanding such knowledge or acquiescence, each Party here to shall be entitled to (a) exercise the irrevocable rights under this Agreement and to (b) require strict performance by the other Party of the terms, conditions and covenants contained herein.
- 30)** The Parties acknowledge that this Agreement contains the whole agreement between the Parties and none of the Parties have relied up on any oral or

written representation made by either party in favor of the other Party.

- 31)** This Agreement shall be signed one original copy and the same will be in custody of purchaser/s, and the signed photo copy shall be with the Developer.

SCHEDULE - 'A'

(ENTIRE PROPERTY)

All that piece and parcel of Residential converted **Sy. No. 73/1 measuring 18 Guntas, Sy No.73/19 measuring 18 Guntas, Sy No.73/20 measuring 24 Guntas, Sy No.73/21 measuring 25 Guntas, Sy No.74/5 measuring 02 Acre, Sy No.74/16 measuring 01 Acre 36 Guntas, in all measuring 06 Acres 01 Guntas**, situated at Addevishwanathapura Village, Hesaraghatta-2 Hobli, Yelahanka Talluk, Bangalore:-

SCHEDULE - 'B'

(DESCRIPTION OF THE Sites/Plots)

All that piece and parcel of Sites/Plots bearing **No. _____, (_____ Facing)** in the Residential layout known as "**NIVARA VIENTO**" measuring _____ sq ft. and bounded on:

East by :

West by :

North by :

South by :.

SCHEDULE – C

Payment Schedule

The consideration for sale of Schedule Property other than the deposits and other sums payable under this Agreement is **Rs. _____/- (Rupees _____ Only)** out

of which, a sum of Rs. _____/-(Rupees _____ Only) is received through **NEFT/RTGS/DD/CHEQUE.**

The balance payment shall be paid in the following manner:

Payment Schedule - Agreement for Sale		
Sr.No.	Amount (in Rs)	Payment Timelines
1	Rs._____-/-	On Booking
2	Rs._____-/-	10% at the time of agreement
3	Rs._____-/-	20% from the date agreement
4	Rs._____-/-	30% from the date agreement
5	Rs._____-/-	30% from the date agreement
6	Rs._____-/-	10% On intimation of possession

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

Sl.No	Names of the Parties	Signature
1	<u>OWNERS:</u> 1. Mr. P.V.S.S. GOPALA KRISHNARAJU, 2. Mr. INDUMATHI P, 3. Mr. P JYOTHI, 4. Mr. P ASHOK, Vendor No.1 to 4 Represented by their duly constituted POA Holder, M/s. NIVARA GROUP. , Represented by its managing partner Mr. _____,	
3.	<u>SECOND PARTY/DEVELOPER:</u>	

	M/s. NIVARA GROUP ., Represented by its managing partner Mr. _____,	
4	PURCHASER/S: 1. Mr. _____, 2. Mrs. _____	

In presence of following witness:

1.

2.

Drafted By:

Advocate,