

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("AGREEMENT") EXECUTED ON THIS THE _____ DAY OF _____ TWO THOUSAND TWENTY THREE (____.____.2023) AT BANGALORE.

By and Between

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 "Vendor/**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 ONE 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. _____),

Both Residing at No _____.

Hereinafter collectively referred to as the "PURCHASER(S)" (Which expression wherever it so requires shall mean and include all his/her/their respective heirs, legal representatives, administrators, executors, assigns, etc.) OF THE OTHER PART.

DEFINITIONS:

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

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

WHEREAS:

- A.** The Vendor herein is the absolute owner and in lawful , peaceful possession of all that piece and parcel of the residential converted land bearing Sy No. 59 (Old Sy No. 7/9), Measuring 3 Acres 29.32 Guntas, i.e 1,62,609.40 Sq Ft (Duly converted from agricultural to Non-agricultural residential Purposes Vide Conversion Order bearing No. BDS.ALN.SR(S) 238/2002-02 Dated 13.12.2002 issued by the Deputy Commissioner, Bangalore District, Bangalore.), situated at Uttarahalli Manaverthakaval Village, Uttarahalli Hobli, Bangalore South Taluk, Bangalore District, Bangalore which is *more particularly described in the **Schedule 'A'** hereunder and hereinafter referred to as "**SCHEDULE A PROPERTY**", having acquired the same through Registered Sale Deed executed by Primus Lifespace Private Limited, Represented by its Managing Director Mr. Adarsh Narahari and Mr. B S N Hari jointly and collectively the same is registered on 19/12/2022 bearing Document No. KEN-1-09921/2022-23, in Book I, Stored in CD No.*

KEND1713, Registered in the Office of Sub-Registrar, Jayanagar (Kengeri), Bangalore.

- B.** Thereafter the Vendor has obtained the Khatha Certificate and Khata Extract Dated 27.02.2023 issued by Bruhat Bangalore Mahanagara Palike (BBMP) for the Schedule A Property bearing Katha No.237/1/7/9/7/18 Sy No. 59 (Old Sy No. 7/9) and the Vendor has paid applicable property tax, up to date.
- C.** The Vendor also being the Promoter has decided to develop the Schedule A Property and formulated the scheme for the development of the multi storied residential apartment complex known as **“CASAGRAND AAHANA”**.
- D.** The Vendor has obtained the Building License bearing License Sl. No. BBMP/CC/14213/22-23 and secured the Sanction Plan dated **21.03.2023** bearing **BBMP/Addl.Dir/JDSOUTH/0075/22-23** issued by Joint Director Town Planning South (JDTP), Bruhat Bengaluru Mahanagara Palike for the construction of Multi storied Residential Complex, Block –A, Consisting of 1 Basement + 1 Ground + 9 Upper Floors. In furtherance to the same, the Vendor hereby agrees and undertakes that it shall not make any changes to this approved Sanction plans except in strict compliance with section 14 of the Act and other laws as applicable.
- E.** The Vendor has registered this Project under the provisions of the Karnataka Real Estate Regulatory Authority at Bangalore and the said Regulatory Authority has issued a registration certificate and assigned the Project a permanent registration No. _____ on __.__.2023.
- F.** The Vendor is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Vendor with respect to the **‘Schedule A Property’** on which Project to be constructed has been completed.
- G.** Whereas the Purchaser being desirous of owning an apartment had applied for an apartment in the project **“CASAGRAND AAHANA”**, the **Apartment No.** ____, having **carpet area of** ____

Square feet, type ____, on ____ Floor, Block A , along with ____ covered/open parking which is morefully described in the Schedule B hereunder and hereinafter referred to as **Schedule 'B' Property**. Together with has been allotted____ Square Feet of undivided share Land/interest of the Residential Complex which is morefully described in the Schedule C hereunder and hereinafter referred to as **Schedule 'C' Property** For the sake of brevity **Schedule 'B'** and **Schedule 'C'** Property shall more fully described as **Schedule Property**.

- 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 Vendor hereby agrees to sell and the Purchaser(s) hereby agrees to purchase the Apartment along with the covered/open car 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 Vendor agrees to sell to the Purchaser(s) and the Purchaser(s) hereby agrees to purchase the Schedule Property.

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

Apartment No: _____

Building : _____

Floor Type: _____

The Purchaser(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 Schedule specified in **Schedule 'D'** hereunder.

Explanation:

- i. The Total Price above includes the booking amount paid by the Purchaser(s) to the Vendor towards the Schedule Property;
- ii. The Total Price/consideration above includes Taxes (consisting of tax paid or payable by the Vendor 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 Vendor, by whatever name called) and the said consideration shall be payable by the Purchaser(s) on or before handing over the possession of the apartment to the Purchaser(s) and the project to the association of the Purchaser(s) 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 Purchaser(s) to the Vendor shall be increased/reduced based on such change / modification:

Provided further that if any increase in the taxes after the expiry of the completion date of the project the same shall not be charged

from the Purchaser(s) as per registration under the Karnataka Real Estate Regulatory Authority which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act,;

- iii. The Vendor shall periodically intimate in writing to the Purchaser(s), the amount payable as per the Payment schedule as described in Schedule 'D' hereunder and the Purchaser(s) shall make payment as demanded by the Vendor within the time and in the manners specified therein. In addition, the Vendor shall provide to the Purchaser(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 cost 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 and maintenance charges as per Clause 11.

1.3 The Total Price is escalation-free, save and except increases which the Purchaser(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 Vendor undertakes and agrees that while raising a demand on the Purchaser(s) for increase in development charges, cost/charges imposed by the competent authorities, the Vendor shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Purchaser(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 under the Karnataka Real Estate Regulatory 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 Purchaser(s).

- 1.4** The Purchaser(s) shall make the payment as per the payment schedule set out in Schedule 'D' hereunder ("Payment Schedule") without any delay.
- 1.5** 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 Vendor. They may not be the same as the samples shown, mostly due to non-availability at the time of construction. The Vendor 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 Vendor will always attempt to minimize variations to specifications. However, the Purchaser(s) is informed to expect variations within natural limitations.
- 1.6** The Vendor shall confirm to the final carpet area that has been allotted to the Purchaser(s) after the construction of the Building 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 Vendor. If there is any reduction in the carpet area ((subject to the variation cap of 3%) then the Vendor shall refund the excess money paid by Purchaser(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 Purchaser(s). If there is any increase in the carpet area, (subject to the variation cap of 3%), allotted to Purchaser(s), the Vendor may demand from the Purchaser(s) as per the next milestone of the Payment Schedule as provided in Schedule 'D'. All these monetary adjustments shall be made at the same rate per square feet as agreed in clause 1.2 of this Agreement.
- 1.7** Subject to clause 9.2 the Vendor agrees and acknowledges, the Purchaser(s) shall have the right to the Apartment as mentioned below:
- (i) The Purchaser(s) shall have exclusive ownership of the Apartment;

- (ii) The Purchaser(s) shall also have undivided proportionate interest in the common areas and facilities of the Residential Complex. Since the share/interest of Purchaser(s) in the Common Areas is undivided and cannot be divided or separated, the Purchaser(s) shall use the Common Areas along with other occupants/Owners, without causing any inconvenience or hindrance to them. It is clarified that the Vendor shall hand over the common areas to the association of Purchaser(s) after duly obtaining the completion certificate from the competent authority as provided in the Act and after the formation of the Association;
 - (iii) That the computation of the price of the Apartment includes cost 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 and maintenance charges as per Clause 11 and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project. The purchase undertakes to pay the necessary charges/taxes/payment to the concerned BWSSB authority at actuals at the time of hand over.
 - (iv) In the interest of the safety concerns during the construction stages at the project site, the Purchaser or his/her/their family members, agents, henchmen, servants and any other person/s associated with the Purchaser will not be permitted to visit the construction site at any time, before, during or on completion of the construction work; unless duly notified by the Vendor in writing upon prior intimation, permitting such visits of the Purchaser, only if it is for the purpose of inspection, undertaking of interior works or for taking over possession of the Apartment on a specified given date or period at the discretion of the Vendor. The Purchaser shall park their vehicle at the designated car parking slots. The Purchaser understands that this is for his/her/their safety.
- 1.8** It is made clear by the Vendor and the Purchaser(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 Purchaser(s). It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Purchaser(s) of the Project.

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

1.10 The Purchaser(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 Vendor hereby acknowledges and the Purchaser(s) hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Schedule [Schedule D] as may be demanded by the Vendor within the time and in the manner specified therein. Provided that the Vendor shall periodically intimate to the Purchaser(s), the amount payable as per Payment Schedule [Schedule D] and the Purchaser(s) shall make payment within 7 (seven) days from the date of such written intimation. If the Purchaser(s) delays in payment towards any amount which is payable; the Purchaser 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 Vendor abiding by the construction milestones, the Purchaser(s) shall make all payments, on written demand by the Vendor, within the stipulated

time as mentioned in the Payment Schedule [Schedule D] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of "**CASA GRANDE GARDEN CITY BUILDERS PVT LTD-RERA Designated Account for CASAGRAN AAHANA- 777705301098**", the Vendor herein.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Purchaser(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 Vendor with such permission, approvals which would enable the Vendor 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 Purchaser(s) understands and agrees that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they shall be solely 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 Vendor accepts no responsibility in regard to matters specified in Clause 3.1 above. The Purchaser(s) shall keep the Vendor fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser(s) to intimate the same in writing to the Vendor immediately and comply with necessary formalities if any under the applicable laws. The Vendor shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser(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 Vendor shall be issuing the payment receipts in favour of the Purchaser(s) only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

The Vendor 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 Purchaser(s) and the common areas to the association of the Purchaser(s) or the competent authority, after receiving the completion certificate/occupancy certificate as the case may be. The buyer on his/her/their part shall also adhere to the Schedule Payment and such other condition as laid down in this Agreement of Sale.

6. CONSTRUCTION OF THE PROJECT/APARTMENT:

The Purchaser(s) has seen the proposed site plan/Sanction Plan, specifications, amenities and facilities of Apartment and accepted the payment plan and the specifications, amenities and facilities as described in the **Schedule 'E' & 'F'** hereunder which has been approved by the competent authority, as represented by the Vendor. The Vendor shall develop the Project in accordance with the said site plans, and specifications, amenities and facilities. Subject to the terms in this Agreement, the Vendor 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 Vendor shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT:

7.1 Schedule for possession of the said Apartment: The Vendor agrees and understands that timely delivery of possession of the Apartment to the Purchaser(s) is the essence of this Agreement. The Vendor shall endeavor to complete the construction of the Apartment by **22-03-2026**. The Vendor, 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/Partial or full Lockdown which stops the construction activity in any manner including transportation of materials and shortage of raw materials, 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 Vendor 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 Purchaser(s) agrees that the Vendor 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 Purchaser(s) agrees and confirms that, in the event it becomes impossible for the Vendor to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Vendor shall refund to the Purchaser(s) the entire amount save and except the taxes and other government dues received by the Vendor from the allotment within six months from that date of determination of impossibility of performance. After refund of the money paid by the Purchaser(s), the Purchaser(s) agrees that he/she/they shall not have any rights, claims etc. against the Vendor and that the Vendor shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 Procedure for taking possession: The Vendor, upon obtaining the occupancy certificate from the competent authority shall send the intimation to the Purchaser informing that the Schedule "D Property" is ready for handover and the Purchaser shall within 15 days of such intimation shall make all the payment under this Agreement and shall come forward to get the conveyance deed registered and take possession of the Apartment. The Vendor agrees and undertakes to indemnify the Purchaser(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Vendor. The Purchaser(s), after taking the possession, agree(s) to pay the maintenance charges as determined by the Vendor/association of Purchaser(s), as the case may be after the issuance of the completion certificate for the project. The Vendor shall hand over the occupancy certificate of the apartment, as the case may be, to the Purchaser(s) at the time of conveyance of the Apartment.
- 7.3 Failure of Purchaser(s) to take Possession of Apartment: Upon receiving a written intimation from the Vendor as per clause 7.2, the Purchaser(s) shall take possession of the Apartment from the Vendor by executing the Sale Deed and necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Vendor shall hand over the possession of the Apartment to the Purchaser(s). In case the Purchaser(s) fails to

take possession within the time provided in clause 7.2, such Purchaser(s) shall continue to be liable to pay maintenance charges as specified in clause 7.2 irrespective of whether the Purchaser has taken possession of the Apartment or not.

- 7.4 Possession by the Purchaser(s): After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Purchaser(s), it shall be the responsibility of the Vendor to hand over the necessary documents and plans, including common areas, to the association of Purchaser(s) or the competent authority, as the case may be, as per the local laws. [Provided that, in the absence of any local law, the Vendor shall handover the necessary documents and plans, including common areas, to the association of Purchaser(s) or the competent authority, as the case may be, after obtaining the completion certificate].
- 7.5 Cancellation by Allottee – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 60 days of such cancellation
- 7.6 Compensation: The Vendor shall compensate the Purchaser(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 VENDOR:

The Vendor hereby represents and warrants to the Purchaser(s) as follows:

- (i) The Vendor 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 Vendor has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There is no subsisting encumbrance 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 Vendor 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 Vendor 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 Purchaser(s) created herein, may prejudicially be affected;
- (vii) The Vendor 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 Purchaser(s) under this Agreement;
- (viii) The Vendor confirms that the Vendor is not restricted in any manner whatsoever from selling the said Apartment to the Purchaser(s) in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Vendor shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Purchaser(s) and the common areas to the

Association of the Purchaser(s) as and when formed or the competent authority, as the case may be;

- (x) The Schedule 'A' 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 'A' Property;
- (xi) The Vendor has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the Occupancy Certificate/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 Purchaser(s) and/or the association of Purchaser(s) 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 Vendor in respect of the said Land and/or the Project.

9. CONVEYANCE OF THE SAID APARTMENT:

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 provide ready to move in possession of the [Apartment/Plot] to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respect including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter's business as a developer on

account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within sixty days of receiving the termination notice: 17 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/Plot], which shall be paid by the promoter to the allottee within Sixty days of it becoming due.

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

- (i) In case the Allottee fails to make payments for _____ consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond _____ consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the [Apartment/Plot], in favour of the Allottee and refund the money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the promoter shall intimate the allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the [Apartment/Plot] as per 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment/Plot] together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate* and the completion certificate, as the

case may be, to the allottee. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. However, in case the Allottee fails to deposit the stamp duty and / or registration charges within the period mentioned in the notice, the allottee authorized the promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the promoter is made by the allottee.

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

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees upon the issuance of the completion certificate of the project. The 18 cost of such maintenance has been included in the Total Price of the [Apartment/Plot].

12. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Vendor /maintenance agency /association of Purchaser(s) shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Purchaser(s) agrees to permit the association of Purchaser(s) 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.

13. USAGE:

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the "**CASAGRAN AAHANA** " project, shall be earmarked for purposes such as parking spaces and other permitted uses as per sanction plan. The Purchaser(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 Purchaser(s) formed by the Purchaser(s) for rendering maintenance services.

13.1 USAGE OF THE APPARTMENT:

14.1(a) The Purchaser(s) shall be entitled to use and occupy the Schedule 'B' Property, subject to the terms and conditions contained in this Agreement for Sale.

14.1(b) The Purchaser(s) shall use the Apartment only for residential purposes and not to use for any other purposes.

14.1(c) The right and liberty to all persons authorized or permitted by the Purchaser(s) (in common with all other persons entitled, permitted or authorized to the similar rights) at all times and for all purposes, to use common staircases, passages and common areas in the said Project for ingress and egress and use in common.

14.1(d) The rights to subjacent lateral, vertical and horizontal support, shelter and protection of the Schedule B Property from the other parts of the Project and from the side and roof thereof.

14.1(e) The right to free and uninterrupted passage of water, gas, electricity, sewerage etc., from and to the Property Herby Conveyed through the pipes, wires, sewer lines, drain and water courses, cables which are or may at any time hereafter be, in, under or passing through the Schedule 'A' Property or any part thereof.

14.1(f) The right of entry and passage for the Purchaser(s) and agents or workmen of the Purchaser(s) to the Project at all reasonable times after notice to enter into and upon other parts of the Project for the purpose of repairs or maintenance of the Schedule B Property or for repairing, cleaning, maintaining or renewing the water tanks, sewer, drains and water courses, cables, pipes and wires causing as little disturbance as possible to the other owners and making good any damage caused.

14.1(g) The right to lay cables or wires through common walls or passage for telephone, television, broadband connection installations through designated conduits, ducts and shafts, however, respecting the equal rights of the other Purchasers thereof in the said Project.

14. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1 Subject to Clause 12 above, the Purchaser(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 Purchaser(s) further undertakes, assures and guarantees that he/she/they 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 Purchaser(s) or the Association of Purchaser(s) 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 Purchaser(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 Purchaser(s) shall also not remove any wall, including the outer and load bearing wall of the Apartment.

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

15. 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.

16. ADDITIONAL CONSTRUCTIONS:

The Vendor 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.

17. BINDING EFFECT:

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

18. 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.

19. RIGHT TO AMEND:

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

20. PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER(S) OR SUBSEQUENT PURCHASER(S):

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 Purchaser(s) of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

21. SEVERABILITY:

If any provision of this Agreement is held 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.

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

Wherever in this Agreement it is stipulated that the Purchaser(s) has to make any payment, in common with other Purchaser(s) in the Project, the same shall be in proportion to the

carpet area of the Apartment bears to the total carpet area of all the Apartments in the Project.

23. 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.

24. PLACE OF EXECUTION:

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

25. NOTICES:

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

26. JOINT PURCHASER(S):

That in case there are Joint Purchaser(s) all communications shall be sent by the Vendor to the Purchaser(s) 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 Purchaser(s).

27. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Purchaser(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 Purchaser(s) under this Agreement of Sale or under the Act or the rules or the regulations made thereunder.

28. 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 hereunder including other applicable laws of India for the time being in force.

29. JURISDICTION

The Courts in Bangalore alone, to the exclusion of all other courts, shall have jurisdiction in respect of any/all litigation that may arise in respect of this Agreement.

SCHEDULE 'A' PROPERTY

(Description of the Property)

All that piece and parcel of Sy No. 59 (Old Sy No. 7/9), Measuring 3 Acres 29.32 Guntas, i.e 1,62,609.40 Sq Ft (Duly converted from agricultural to Non-agricultural residential Purposes Vide Conversion Order bearing No. BDS.ALN.SR(S) 238/2002-02 Dated 13.12.2002 issued by the Deputy Commissioner, Bangalore District, Bangalore.), situated at Uttarahalli Manaverthakaval Village, Uttarahalli Hobli, Bangalore South Taluk, Bangalore District, Bangalore within the limits of BBMP and bounded as follows:

East by : Road;
 West by : Sy No. 52;
 North by : Road;
 South by : Sy No.44.

SCHEDULE 'B' PROPERTY

(Description of the Apartment to be constructed by the Vendor and to be delivered to the Purchaser)

A Residential Unit bearing **Apartment No.** ____, on the ____ Floor, in the ____ Building, having a carpet area of ____ **Sq. Metre** (i.e. ____ **Sq. Feet**) together with ____ **Sq. Metre** (i.e. ____ **Sq. Feet**) of Super Built up Area to be put up in the "Schedule C Property" along with ____ covered car park in the Residential Complex "**CASAGRAN** ____".

SCHEDULE 'C' PROPERTY

(Description of the Undivided Share of Land/Interest in Schedule A Property)

____ **Sq. Feet** of undivided share of land/ of the Residential Complex.

SCHEDULE D PROPERTY

(Payment Schedule)

Payment Schedule:	
BOOKING ADVANCE	5.0%
ON AGREEMENT OF SALE	10.0%
25 Days from the date of Agreement	30.0%
Commencement of Foundation	10.0%
On commencement of Basement Roof	7.5%
On commencement of Ground Floor Roof	7.5%
On commencement of 1st Floor Roof	5.0%
On commencement of 3rd Floor Roof	5.0%
On commencement of 5th Floor Roof	5.0%
On commencement of 7th Floor Roof	5.0%
On commencement of 9th Floor Roof	5.0%
Completion of Flooring Respective Unit	2.5%

SCHEDULE 'E' PROPERTY**SPECIFICATIONS:****1. STRUCTURE**

Structural System	: RCC Framed Structure designed for seismic compliant (Zone 2)
Masonry	: 200mm for external walls & 100mm for internal walls
Floor- Floor height (incl. slab)	: Will be maintained at 3000mm
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	: 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 600x600mm 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 600mm x 1200mm
Bathroom	: Anti-skid ceramic tiles of size 300mm x 300mm
Balcony	: Anti-skid ceramic tiles of size 600mm x 600mm
Private open terrace (if applicable)	: Pressed tiles finish

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	: Kohler / American standard / Equivalent
CP fitting	: Kohler / American standard / Equivalent

Casa: Grande Garden City Builders Private Limited
Salma Bizhouse, No 34/1, 3rd Floor, T-1 & T-2, Menara Avenue Road,
Near USOC Lake, Durgam Cheruvu, Bangalore - 560 042
Phone: +080 - 4666 8666



Sink : Single bowl SS sink with drain board
Dining : Counter top washbasin will be provided wherever applicable.

5. BALCONY

Handrail : MS handrail as per architect's design
Cloth Drying provision : Cloth drying hanger provided in balcony

6. BATHROOMS

CP fittings & sanitary fixture : Kohler / American standard / Equivalent
Attached bathroom : Wall mounted WC with cistern, Health faucet, Single lever diverter, Rain shower with a counter top wash basin
Common Bathroom : Wall mounted with cistern, Health faucet, Single lever diverter, Overhead shower with a wall hung wash basin

7. JOINERY

a. DOORS

Main door : Good quality door of size 1050 x 2100mm with veneer finish designer shutter
: Ironmongeries like Digital Door lock of Yale or equivalent, tower bolts, door viewer, safety latch, magnetic door catcher, etc.,
Bedroom doors : Good quality door of size 900 x 2100mm with laminate finish
: Ironmongeries like Godrej or equivalent lock, door stopper, door bush, tower bolt, etc.,
Bathroom doors : Good quality door of size 750 x 2100mm with laminate finish and water proofing on inner side
: Ironmongeries like thumb turn lock of Godrej/ equivalent without key, door bush, 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 O.D.T. (wherever applicable)

Casa Grande Garden City Builders Private Limited
Salma Bizhouse, No 34/1, 3rd Floor, T-1 & T-2, Menara Avenue Road,
Near Ulsoor Lake, Bangalore - 560 042

Phone: +080 - 4666 8666



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
TV	: Point in Living & one of the bedrooms and Provision in other bedrooms
Telephone	: Point in Living & one of the bedrooms
Data & USB	: Point in Living & one of the bedrooms
Split- air conditioner	: Points in all bedrooms and provision in Living / Dining
Foot Lamp	: Provision in all bedrooms
Exhaust fan	: Point in all bathrooms
Geyser	: Point in all bathrooms
Back-up	: 600W for 2BHK & 750W for 3BHK

SPECIFICATIONS COMMON TO BUILDING COMPLEX

COMMON FEATURES:

1. Lift : Elevators of 10 passengers automatic lift will be provided
2. Back – up : 100% Power backup for common amenities such as Clubhouse, Lifts, STP, WTP & selective common area lighting
3. Name board : Apartment owner name will be provided in ground Level
4. Lift fascia : Granite / equivalent cladding
5. Lift Lobby : Granite flooring @ ground level & Tile flooring @ other levels
6. Staircase floor : Granite flooring
7. Staircase handrail : MS handrail with enamel paint finish
8. Terrace floor : Pressed tile flooring
9. Terrace doors : Good quality FRP door of size 900x2100mm with paint finish

SCHEDULE 'F' PROPERTY

[Amenities, Facilities (Which Are Part of 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.

WITNESSES

1.

*for Casa Grande
Garden City Builders
Pvt ltd.*

(VENDOR/PROMOTER)

Authorized Signatory

2.

(PURCHASER/S)