

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this day of May 2023
(..../05/2023)

By and Between

M/S.ELEGANT BUILDERS AND DEVELOPERS (PAN No.AADFE0590L)

A partnership firm under the Indian Partnership Act, 1932 having its office at No.1/116, New Kempegowda Layout. BSK 3rd stage, 4th Cross, Bangalore-560085.

Represented by its partners

- 1.Mrs.V PRABHA**, aged about 56 years wife of Mr. M.Subramani,
- 2.Mr.M.SUBRAMANI**, aged about 64 years son of Late Motulu Naidu
- 3.Mr.S.N.MANJUNATH**, aged about 36 years, son of Mr. M.Subramani
- 4.Mr.S.RAJESH**, aged about 34 years, son of Mr. M.Subramani
- 5.Mr.S.JAYANTH**, aged about 30 years, S/o.Sri.M.Subramani

1-5 all are collectively hereinafter referred to as the "Promoter/s"/vendors/Developer (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors, administrators of the last surviving partner and his/her/their assigns). **One Part**

And

1. Smt..... **PAN No.....**

Aged about..... years, W/o.Sri.....

Aadhar No.....

2. Sri..... **PAN No.....**

Aged about years, S/o.Sri.....

Aadhar No.....

Both residing at No.....

hereinafter referred to as the "Purchaser/s" (which expression shall unless repugnant to the subject, context or meaning thereof, shall always mean and include, in the case of individual or individuals, his/her/their/its respective heirs, executors & administrators, the survivors or survivor of them & the heirs, executors & administrator of the last such survivor & in the case of firm/company or any other organization, the organization, their partners/ directors/ owners, as the case may be, as well as its/their successor or successors & their respective permitted assigns) of the

Second Part; The Developer and the Purchaser/s are hereinafter collectively referred to as “Parties” and individually as “Party”.

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

a) “Act” means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);

b) “Appropriate Government” means the Government of Karnataka;

c) “Rules” means the Karnataka Real Estate (Regulation and Development) Rules, 2017 made under the Real Estate (Regulation and Development) Act, 2016;

d) “GST” means and includes any tax imposed on the supply of goods or services or both under GST Law.

e) “GST Law” shall mean and include the Integrated Goods & Service Tax Act, GST (Compensation to the States for Loss of Revenue) Act, Central Goods & Services Tax Act and State Goods & Services Tax Act / UTGST, and all related ancillary legislations, rules, notifications, circulars, statutory orders etc.

f) “Car Park(s)” shall mean the car parking space/s (if any) allotted to the Purchaser/s under this Agreement.

g) “Cess” shall mean and include any applicable cess, existing or future on the supply of goods or services or both under GST Law.

h) “Earnest Money” shall mean 20% of the Sale Consideration.

i) “Estimated Other Charges” shall have the meaning as ascribed to it under clause 7.1 of this Agreement.

j) “Non-Refundable Amounts” shall collectively mean and include all of the: (a) Earnest Money or a part thereof paid till such date (b) Interest on any overdue payments (c) brokerage paid to channel partners/brokers, if any, (d) administrative charges as per Developer’s policy (e) all taxes paid by the Developer to the Authorities (f) amount of stamp duty and registration charges to be paid on deed of cancellation of this Agreement, if Agreement for Sale is registered (g) any other taxes which are currently applicable or may be applicable in future and (h) subvention cost (if the Purchaser/s has opted for subvention plan) which the Developer may incur either by way of adjustment made by the bank in installments or paid directly by the Developer to the bank.

k) “Relevant Laws” means and includes any applicable Central, State or local law(s), statute(s), ordinance(s), rule(s), regulation(s), notification(s), order(s), bye-laws, etc. including amendment(s)/modifications thereto, any government notifications, circulars, office order, directives, etc. or any government notifications, circulars,

directives, order, direction, judgment, decree or order of a judicial or a quasi-judicial authority, etc. whether in effect on the date of this Agreement, including the Real Estate (Regulation and Development) Act, 2016 and Karnataka Real Estate (Regulation and Development) Rules, 2017.

WHEREAS:

The VENDORS herein are the Absolute Joint owners of the immovable residential property bearing Amalgamated BBMP katha No....., converted in Sy No.3/2C, 17/2B,3/3A2,17/112, situated at Ganakallu village,Kengeri hobli Bangalore South Taluk, measuring 2 acres 20 guntas OR sq.ft which is more fully described in the Schedule hereunder and herein after shall be called as the Schedule A Property.

A. Survey No.3/2C Measuring 1 Acre 10 Guntas

Whereas originally land bearing Survey No.3/2 measuring 2 Acres situated at Ganakallu Village, Kengeri Hobli, Bangalore South Taluk, Bangalore District was owned and possessed by Smt.Bharathi P.Bhat W/o P.S.Bhat and she acquired the same under the sale deed dated 03/09/1968, registered as document No.2739/68-69, Book-I, volume 718, at pages 228 to 231, in the office of sub- Registrar, Bangalore South Taluk.

Whereas the said Smt.Bharathi.P Bhat W/o P.S Bhat conveyed the land bearing Survey No.3/2 Measuring 2 Acres in favour of Smt.Narayanamma alias H.S.Narayanamma W/o Late.H.R.Gaviappa under the Sale Deed dated 16/11/1977, registered as Document No.3607/77-78, Book-I, Volume 1271, at Pages 146 to 153, in the office of Sub-Registrar, Bangalore South Taluk.

Whereas the said Smt.Narayanamma alias H.G Narayanamma w/o Late H.R.Gaviappa conveyed the land bearing Survey No.3/2 measuring 2 Acres in favour of Mr.A.Abdul Azeez S/o.Late.Mohammed Ibrahim, Mrs.Faizunnisa W/o.A.Abdul Azzez, Dr.Hafeezur Rahman S/o. A.Abdul Azeez, Mr.Shafeequr rahman S/o.A abdul Azeez, Mr.Najeebur Rahman S/o.A.Abdul Azeez under Sale deed dated 07/03/1979, registered as Document No.7513/78-79,Book 1 Volume 1379, at Pages 45 to 49 in the office of Sub registrar Bangalore South Taluk.

Whereas though Mr..A.Abdul Azeez and others purchased two acres of land and revenue records were mutated to an extent of 1 acre 23 guntas and the said land was assigned re-Sy No.3/2C.

Whereas the said Mr.A.Abdul Azeez died on 24/02/1986 & his wife Mrs.Faizunnisa predeceased him on 20/04/1985 Leaving behind their children Namely

Mrs.Khamarunnisa, Dr.Hafeezur Rahman, Mrs.Farhath Hayath@Farhath Unnisa, Mr.Shafeequr Rahman and Mr.Najeebur Rahman, another daughter Mrs.Rahamathunnisa D/o.Late.A.Abdul Azeez has Pre deceased her mother Smt.Faizunnisa leaving behind her children namely Mr. Syed Afroz @Syed Afroz Ahmed, Mr.Syed Sheraz @ Syed Aheraz Ahmend and Mrs.Sayira Rafath, succeeding to their estate as class I legal heirs

Whereas the khata of the Land bearing SY No.3/2C measuring 1 acre 23 guntas was mutated in the Name of Dr.Hafeezur Rahman, Mr.Shafeequr Rahman and Mr.Najeebur Rahman vide Mutation register Extract No.16/04-05.

Whereas by Virtue of the General Power of Attorney dated 17/02/2005, registered as Document No.51/04-05, Book 4 stored in the CD Bearing No.HSND 21, in the office of the sub registrar Hassan, Mrs.Khamarunnisa and Mrs.Farhath Hyath @Farhath Unnisa both are daughters of Late A.Abdul Azeez and Late Faizunnisa have empowered their brother Mr.Najeebur Rahman to sell the Land bearing No.3/2C measuring 1 acre 23 guntas situated at Ganakallu Village, along with other lands to the prospective purchaser/s.

Whereas by virtue of the General power of Attorney dated 17/02/2005, registered as Document No.52/04-05 book-IV, stored in the C.D.No" HSND21 in the office of the Sub-registrar Hassan, Mr.Syed Sheraz @ Syed Sheraz Ahmed and Mrs. Sayira Rafath both are children late.Rahamathunnisa have empowered their brother Mr. Syed Afroz @ Syed Afroz Ahmed to sell the Land bearing No.3/2C measuring 1 acre 23 guntas situated at Ganakallu Village, along with other lands to the prospective purchaser/s

Whereas the said {a} Dr.Hafeezur Rahman {b} Sri. Shafeequr Rahmarn {c} Sri.Najeebur Rahman , sons of Late.A.Abdul Azeez, {d} Smt.Khamarunnisa (e)Smt. Farhath Hayath @ Farhath Unnisa daughters of Late A.Abdul Azeez,, both represented by their GPA holder & brother Mr.Najeebur Rahman,{f} Mr.Syed Afroz @ Syed Afroz Ahmed S/o Late.Syed Ghouse and Late.Rahamathunnisa {g} Mr..Syed Sheraz @ Syed Sheraz Ahmed and {h} Smt. Sayira Rafath son & daughter of Late.Syed Ghouse and Late.Rahamathunniss , both represented by their brother & GPA holder Mr. Syed Afroz @ Syed Afroz Ahmed, conveyed the portion of the land bearing Survey No.3/2C measuring 1 Acre 09.867 guntas {approximately 1 Acre 10 Cuntas) out of 1 Acre 23 guntas situated at Ganakallu Village, Kengeri hobli, Bangalore South Taluk, Bangalore district, in favour of Sri. V.Ranganath S/o Late R.Varada Reddy, under a Sale Deed dated 16/04/2005, registered, as Document No.3330/05-O6, stored in C.D, No. KEND205, in the office of Sub-Registrar, Kengeri, Bangalore.

Whereas the said Sri.V.Rahganath applied and obtained conversion of the Land bearing Survey No.3/2C measuring 1 acre 10 guntas, from agricultural to non-agricultural residential purpose vide. Official Memorandum/Conversion Certificate bearing No.ALN{S}{K.H};SR/11/2014-15, dated 09/01/2015, issued by the Deputy Commissioner, Bangalore District, Bangalore.

Whereas the said Sri.V.Ranganath conveyed Residentially Converted land bearing Survey No.3/2C, measuring 1 acre 10 guntas in favour of Sri.D.Kantha S/o. late.Dasa Setty and Sri.Dinesh Kumar Jain S/o. Sri.D.P.Jain under a Sale deed dated 20/04/2015, registered as Document No.RRN-1-00279/2015-16, stored in CD No.RRND155, in the office of Sub-registrar, Jayanagar {Rajarajeshwarinagar}, Bangalore

B. SURVEY NO.17/2B. MEASURING 11.08 & 11.04 (totally measuring 1 GUNTAS

WHEREAS originally land bearing Survey No.17/2, measuring 1 Acres 10 guntas situated at Ganakallu Village, Kengeri hobli, Bangalore South Taluk, Bangalore District was owned and possessed by smt.Bharathi P.Bhat W/o P.S.Bhat and she acquired the same under three Sale deeds i.e. {a} the Sale deed dated 22/08/1968, registered as Document No. 2566/68-69, Book-I, Volume 721, at Pages 76 to 78,(b)Sale Deed dated 03/09/1968, registered as Document No.2739/68-69, Book-I, Volume 718, at Pages 228 to 231 and {c} Sale Deed dated 21/03/1969, registered as Document No.5850/68-69, Book-I, Volume 753, at pages 62 to 63, all documents registered in the office of sub-Registrar, Bangalore South Taluk.

WHEREAS the said Smt.Bharathi P.Bhat W/o P.S.Bhat conveyed the land bearing Survey No.17/2 measuring 1 acre 10 guntas situated at Ganakallu Village, Kengeri Hobli, Bangalnre south Taluk in favour of Smt. Narayanamma alias H.G.Narayariamamma W/o Late. H.R. Gaviappa under the Sale Deed dated 16/11/1977, registered as Document No.3607/77-78, Book 1,Volume 1271 at Pages146 to 153, in the office of Sub-Registrar, Bangalore South Taluk,

WHEREAS the said Smt.Narayanamma alias H.G.Narayanamma w/o Late H.R.Gaviappa conveyed the land bearing Survey No.17/2 measuring 1 Acre 10 Guntas situated at Ganakallu Village, Kengeri Hobli, Bangalore south Taluk in favour of Mr.A.Abdul Azeez S/o.Late.Mohammed Ibrahim, Mrs.Faizunnisa W/o.A.Abdul Azzez, Dr.Hafeezur Rahman S/o. A.Abdul Azeez, Mr.Shafeequr rahman S/o.A abdul Azeez, Mr.Najeebur Rahman S/o.A.Abdul Azeez under a sale Deed dated 07/03/1979, registered as Document No.7513/78-79,Book-I, Volume 1379, at Pages 45 to 49, in the office of sub Registrar. Bangalore South Taluk.

WHEREAS the land revenue records were mutated in the names of Mr.A.Abdul Azeez Mrs.Faizunnisa , Dr.Hafeezur Rahman Mr.Shafeequr rahman Mr.Najeebur Rahman and the said land was assigned Re-Survey No.17/2B.

Whereas the said Mr.A.Abdul Azeez died on 24/02/1986 & his wife Mrs.Faizunnisa predeceased him on 20/04/1985 Leaving behind their children Namely Mrs.Khamarunnisa, Dr.Hafeezur Rahman, Mrs.Farhath Hayath@Farhath Unnisa, Mr.Shafeequr Rahman and Mr.Najeebur Rahman, another daughter Mrs.Rahamathunnisa D/o.Late.A.Abdul Azeez has Pre deceased her mother Smt.Faizunnisa leaving behind her children namely Mr. Syed Afroz @Syed Afroz Ahmed, Mr.Syed Sheraz @ Syed Aheraz Ahmend and Mrs.Sayira Rafath, succeeding to their estate as class I legal heirs.

WHEREAS the khatha of the land bearing Sy No.17/2B was mutated in the name of Dr.Hafeezur Rahman, Sri.Shafeequr Rahman and Sri.Najeebur Rahman vide. Mutation Register Extract No.16/04-05.

Whereas by Virtue of the General Power of Attorney dated 17/02/2005, registered as Document No.51/04-05, Book 4 stored in the CD Bearing No.HSND 21, in the office of the sub registrar Hassan, Mrs.Khamarunnisa and Mrs.Farhath Hyath @Farhath Unnisa both are daughters of Late A.Abdul Azeez and Late Faizunnisa have empowered their brother Mr.Najeebur Rahman to Sell the Land bearing Sy.No.17/2 measuring 1 Acre 10 guntas situated at ganakallu Village along with other lands to the prospective purchaser/s.

WHEREAS by virtue of the General Power of Attorney dated 17/02/2005, registered as Document No. 52/04-05 Book-IV, stored in the C,D.No" HSND21, in the office of the Sub-registrar Hassan, Mr.Syed Sheraz @ Syed Sheraz Ahmed and Mr.Sayira Rafath both are children Late,Rahamathunnisa, have empowered their brother Mr. Syed Afroz @ Syed Afroz Ahmed, to Sell the Land bearing Sy NO.17/02 measuring 1 Acre 10 guntas situated at Ganakallu Village along with other lands to the prospective Purchaser/s.

Whereas the said {a) Dr.Hafeezur Rahman {b} Sri. Shafeequr Rahmarn {c} Sri.Najeebur Rahman , sons of Late.A.Abdul Azeez, {d} Smt.Khamarunnisa (e)Smt. Farhath Hayath @ Farhath Unnisa daughters of Late A.Abdul Azeez,, both represented by their GPA holder & brother Mr.Najeebur Rahman,(F) Mr.Syed Afroz @ Syed Afroz Ahmed S/o Late.Syed Ghouse and Late.Rahamathunnisa {g} Mr..Syed Sheraz @ Syed Sheraz Ahmed and {h} Mrs. Sayira Rafath son & daughter of Late.Syed Ghouse and

Late.Rahamathunniss , both represented by their brother & GPA holder Mr. Syed Afroz @ Syed Afroz Ahmed, conveyed the land bearing survey No.17/2B in two portion under separate sale deeds which are as follows:

- a. Portion of land bearing Survey No.17/2B measuring 0 - Acre 11.227 guntas (approximately 11.08 guntas) out of 1 Acre 11 guntas situated at Ganakallu Village, Kengeri Hobli, Bangalore South Taluk, Bangalore district, in favour of Sri. V.Ranganath S/o Late R.Varada Reddy, under a Sale Deed dated 16/04/2005, registered as Document No.3330/05-06, stored in C.D. No. KEND205, in the office of Sub-Registrar, Kengeri, Bangalore.
- b. Portion of the land bearing Survey No.17/2B measuring 0 - Acre 11.261 Guntas (approximately 11.04 Guntas) out of 1 Acre 10 Guntas situated at Ganakallu Village, Kengeri Hobli, Bangalore South Taluk, Bangalore district, in favour of Sri. K.Ganesh Babu, S/o Late Krishnamurthy Shetty, under a Sale Deed dated, 16/04/2005, registered as Document No.3336/05-06, stored in C.D. No. KEND205, in the office of Sub-Registrar, Kengeri, Bangalore

WHEREAS subsequently the said V.Ranganath, applied and obtained conversion of the land bearing Sy.No.17 /2B, measuring 11.08 guntas, from agricultural to non-agricultural residential purpose vide. Official Memorandum/Conversion Certificate bearing No.ALN(S)(K.H):SR/ 11/2014-15, dated 09/01/2015, issued by the Deputy Commissioner, Bangalore District, Bangalore.

WHEREAS the said Sri.K.Ganesh Babu, applied and obtained conversion of the land bearing Survey No.17/2B, measuring 11.04 Guntas, from agricultural to non-agricultural residential purpose vide. Official Memorandum/Conversion Certificate bearing No.ALN(S)(K.H):SR/ 12/2014-15, dated 09/01/2015, issued by the Deputy Commissioner, Bangalore District, Bangalore.

WHEREAS the said Sri.V.Ranganath conveyed his respective Residentially Converted land bearing Survey No.17/2B, measuring 11.08 guntas in favour of Sri.D.Kantha S/o. late.Dasa Setty and Sri.Dinesh Kumar Jain S/o. Sri.D.P.Jain under a Sale deed dated 20/04/2015, registered as Document No.RRN-1-00279/2015-16, Stored in CD No.RRND155, in the office of Sub-registrar, Jayanagar (Rajarajeshwarinagar).

WHEREAS the said Sri.K.Ganesh Babu, conveyed the Residentially Converted land bearing Survey No.17/28, measuring 11.04 Guntas in favour of Sri.D.Kantha S/o. late.Dasa Setty and Sri.Dinesh Kumar Jain S/o.

Sri.D.P.Jain under a Sale deed dated 20/04/2015, registered as Document No.RRN-1-00283/2015-16, Stored in CD No.RRNO155, in the office of Sub-registrar, Jayanagar (Rajarajeshwarinagar).

C. SURVEY NO.3/3A2 MEASURING 14 GUNTAS AND SURVEY NO.3/3C2 MEASURING 06 GUNTAS

WHEREAS (a) Dr.Hafzur Rahman (b) Mr. Shafeequr Rahman (c) Sri.Najeebur Rahman all sons of Late.A.Abdul Azeez,(d) Mrs. Khamarunnisa & Mrs. Farhath Hayath @ Farhath Unnisa, daughters of Late. A.Abdul Azeez, both represented by their GPA holder & brother Mr.Najeebur Rahman, (f)Mr. Syed Afroz@ Syed Afroz Ahmed S/o Late.Syed Ghouse and Late.Rahamathunnisa (g) Mr.Syed Sheraz @ Syed Sheraz Ahmed and (h) Mrs.Sayira Rafath, son & daughter of Late.Syed Ghouse and Late.Rahamathunnisa, both represented by their brother & GPA holder Sri. Syed Afroz @ Syed Afroz Ahmed conveyed the portion of the land bearing Sy.No.3/3A2 measuring 18 guntas and Sy.No.3/3C2 measuring 6 guntas situated at Ganakallu Village, Kengeri Hobli, Bangalore South Taluk, Bangalore district, in favour of Sri. V.Ranganath S/o Late R.Varada Reddy, under a Sale Deed dated 16/04/2005 registered as Document No.KEN-1-03330/2005-06, stored in C.D. No. KEND 205,in the office of Sub-Registrar, Kengeri, Bangalore.

WHEREAS the said Sri.V.Ranganath applied and obtained conversion of the Land bearing Sy.No.3/3A2 measuring 14 guntas out of 18 guntas and Sy.No.3/3C2 measuring 06 guntas totally ad-measuring 20 guntas situated at Ganakallu Village, Kengeri Hobli, Bangalore South Taluk from agricultural to non-agricultural residential purpose vide. Official Memorandum/Conversion Certificate bearing No.ALN(S)(K.H-3):SR/23/2015-16, dated 25/04/2016, issued by the Deputy Commissioner, Bangalore District, Bangalore.

WHEREAS the said Sri.V.Ranganath, conveyed Residentially Converted land bearing Sy.No.3/3A2 measuring 14 guntas and Sy.No.3/3C2 measuring 06 guntas totally ad-measuring 20 guntas situated at Ganakallu Village, Kengeri Hobli, Bangalore South Taluk, Bangalore, in favour of Sri.D.Kantha S/o. late.Dasa Setty and Sri.Dinesh Kumar Jain S/o. Sri.D.P.Jain under a Sale deed dated 01/07/2016, registered as Document

No.RRN-1-06333/2016-17, Stored in CD No,RRND183, in the office of Sub-registrar, Jayanagar (Rajarajeshwarinagar) Bangalore.

D. SURVEY NO.17/112 MEASURING 1.08 GUNTAS (1.44 GUNTAS) AND LAND BEARING SURVEY NO.17/2B MEASURING 04 GUNTAS

WHEREAS Sri.K.Ganesh Babu was the absolute owner of the land bearing Sy.No.17 / 112, measuring 1.08 (1.44) guntas and land bearing Sy.No.17/2B measuring 04 guntas, together totally measuring an extent of 5.08 (5.44) guntas, situated at Ganakallu Village, Kengeri Hobli, Bangalore South Taluk, Bangalore and he acquired the same under the Exchange deed dated 03/10/2015, registered as Document No.JPN-1-05698/2015-16, stored in CD No.JPND320, in the office of Sub-Register J.P.Nagar.

WHEREAS khatha of the land bearing Sy.No.17 / 112, measuring 1.08 guntas and land bearing Sy. No.17/2B measuring 04 guntas, together totally measuring an extent of 5.08 (5.44) guntas was mutated in the name of Sri.K.Ganesh Babu vide MR H3/2016-17 in pursuance of the orders passed in R.A.(S) 547 /2015-16 by the Assistant Commissioner, Bangalore South Taluk.

WHEREAS Sri.K.Ganesh Babu applied and obtained conversion of the land bearing Sy.No. 17/112 measuring 1.08 guntas and land bearing Sy. No.17/2B measuring 04 guntas, both totally measuring an extent of 5.08 guntas, situated at Ganakallu Village, Kengeri Hobli, Bangalore South Taluk from agricultural to non-agricultural residential purpose vide. Official Memorandum/Conversion Certificate bearing No.ALN(S)(K.H-3)/SR/12/2017-18, dated 28/03/2018, issued by the Deputy Commissioner, Bangalore District, Bangalore.

WHEREAS the said Sri.K.Ganesh Babu conveyed the Residentially Converted land measuring 1.08 Guntas (1.44 guntas) in Sy.No.17 / 112 and land bearing Sy.No.17/2B measuring 04 guntas, totally measuring an extent of 5.08 guntas (5.44 guntas), in favour of Sri.D.Kantha S/o.late.Dasa Setty and Sri.Dinesh Kumar Jain S/o. Sri.D.P.Jain under a Sale deed as Document No.RRN-1-01038/2018-19, Stored in CD No.RRND201, in the office of Sub registrar; Jayanagar (Rajarajeshwarinagar)Bangalore.

E. SURVEY NO.17/112. MEASURING-01.12 GUNTAS

WHEREAS Sri. K.Ganesh Babu, purchased land bearing Survey No.17 / 112 measuring 0-Acre 01.867 Guntas (approximately 1.12 Guntas) situated at Ganakallu Village, Kengeri Hobli, Bangalore South Taluk, Bangalore district, from

Dr.Hafeezur Rahman & others, legal heirs of Late.A.Abdul Azeez under a Sale Deed dated 16/04/2005, registered as Document No.KEN-1- 03336/05-06, stored in C.D. No. KEND 205, in the office of Sub-Registrar, Kengeri, Bangalore.

WHEREAS subsequently Sri.K.Ganesh Babu, applied and obtained conversion of the land bearing Survey No.17/112, measuring 01.12 guntas, from agricultural to non-agricultural residential purpose vide. . Official Memorandum/ Conversion Certificate bearing No.ALN(S)(K.H-3):SR/ 24/2015-16,dated 25/04/2016, issued by the Deputy Commissioner, Bangalore District, Bangalore.

WHEREAS Sri.K.Ganesh Babu conveyed Residentially Converted land bearing Survey No.17/ 112, measuring 01.12 guntas, in favour of Sri.D.Kantha S/o. late.Dasa Setty and Sri.Dinesh Kumar Jain S/o. Sri.D.P.Jain under a Sale deed dated 01/07/2016, registered as Document No.RRN-1 01723/2016-17, Stored in CD No.RRND174, in the office of Sub-registrar, Jayanagar (Rajarajeshwarinagar). Thus, Sri.D.Kantha & Sri.Dinesh Kumar Jain became absolute joint owners of the Residentially Converted Land bearing Sy.No.3/2C measuring 1 Acre 10 Guntas, Sy.No.17 /2B measuring 26 ³/₄ Guntas, Sy.No.3/3A2 measuring 14 Guntas, Sy.No.3/3C2 measuring 6 Guntas and Sy.No.17/112 measuring 3 ¹/₄ Guntas, totally measuring 2 Acres 20 Guntas, the schedule A property herein.

WHEREAS the schedule A property came within the jurisdiction of BBMP Sri.D.Kantha & Sri.Dinesh Kumar Jain have paid betterment charges to the BBMP with respect to the Schedule A Property and the BBMP has assigned Khatha No.368/Sy.No.3/2C & 17/2B/17/112/3/3A2 & 3/3C2/17/2B & 17/112/17/2B to the SCHEDULE A PROPERTY and registered the joint names of Sri.D.Kantha & Sri.Dinesh Kumar Jain as the Khatedars

WHEREAS, Sri.D.Kantha & Sri.Dinesh Kumar Jain have conveyed the schedule A property in favoru of **M/S.ELEGANT BUILDERS AND DEVELOPERS**, the partnership Firm represented by their partners **Mrs.V PRABHA** & Others, vide an Absolute Sale Deed registered as Document bearing No.JAY-1-05462/2022-23 stored in C.D bearing No.JAYD1340, dated 03/10/2022 before Sub-registrar, Jayanagar , Bangalore City.

7. The Vendor/Promoter/Developer has applied for and obtained the Building Plan duly approved for construction of multi-dwelling apartment complex from the office of

the BBMP vide building plan bearing No. dated and has also secured various other NOCs as are required to be obtained for project of this magnitude. In accordance with the duly approved Building Plan, the Schedule 'F' Property is earmarked for construction of multi-dwelling apartment complexes with floors of Blocks, which are identified as Block -....., each block has apartments of various sizes and common areas such as staircases, lobbies, common parking spaces and other facilities. The Vendor/Promoter/Developer has commenced the construction of the said blocks.

8. The entire developed in the Schedule 'F' Property is named as “_____” by the Vendor/Promoter/Developer.

9. The Vendor/Promoter/Developer has also obtained the commencement certificate bearing No. _____ from the office of BBMP.

10. The Vendor/Promoter/Developer has registered the Project under the provisions of the Act with the Karnataka Real Estate Regulatory Authority at on under registration No. _____ dated _____.

11. The Vendor/Promoter/Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter/Developer regarding the Said Land on which Project is to be constructed have been completed;

12. In terms of the Scheme envisaged for the said building persons acquiring specified undivided right and interest in the Schedule 'F' Property are entitled to own a particular apartment of their choice in the aforesaid residential apartments building “_____” being constructed by the Vendor/Promoter/Developer in the Schedule 'F' Property.

13. The Purchaser/s herein being interested in acquiring an Schedule A(i) Apartment have gone through the Title Deeds of the Schedule 'F' property and sanctioned plans, floor plan of the apartment, all the drawings, other details and after having been fully satisfied with the title of the Schedule 'F' property have entered into an Agreement of Sale with Vendor/Promoter/Developer, to join the said scheme to inter alia purchase the Schedule A(ii) Property an undivided interest in the Schedule 'F' Property and have an apartment constructed through the Promoter/Developer. In pursuance thereto and as per the said Scheme, the Purchaser/s are entering into this Agreement for getting constructed through the Promoter/Developer a residential Apartment at “_____” in the Schedule 'F' property which is morefully described in the Schedule 'A' hereunder and hereinafter referred to as the Schedule 'A' Property.

14. The Purchaser/s had applied for an apartment in the Project named as **“ELEGANT HERMITAGE”** and has been allotted Apartment No.____ in the _____ Floor in ‘_____’ having Carpet area of _____ sq.ft., and Super Built Area of _____ Sq. ft. along One Car Parking in the basement floor which is more fully described in Schedule ‘A(i)’ hereunder and hereinafter referred to as the Schedule ‘A(i)’ Property. As permissible under the applicable law and of pro rata share in the common areas (“Common Areas”) as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the “Apartment” more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B).

15. The Purchaser/s have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

16. 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;

17. 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;

18. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter/Developer hereby agrees to sell and the Purchaser/s hereby agrees to purchase the Apartment and the covered parking (if applicable) as specified above.

19. M/s. ELEGANT BUILDERS AND DEVELOPERS, is a registered Partnership Firm, consisting of partners, namely Sri. Subramani M, Smt. Prabha V, Sri. Manjunath S N, Sri. S Rajesh, Sri S Jayanth. The Partnership Firm has authorized its Partner namely Sri. S.N.MANJUNATH , Sri. S.RAJESH Sri to sign and execute jointly all deeds and documents including Sale agreement, Sale deeds and other deeds of conveyance of the partnership firm.

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

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter/Developer agrees to sell to the Purchaser/s and the Purchaser/s hereby agrees to purchase, the Apartment as specified above.

1.2 The Total /Price for the Apartment based on the carpet area is

Rs. _____/- (Rupees _____ only).

Apartment no. : Type : BHK Floor: ____ Carpet area: _____ Sft SBA : _____
Sft

UDS: Rate of Apartment per square feet:

Based on carpet area Rs. _____/Sft (b) Based on SBA Rs. _____/Sft UDS:
_____ Sft

Sl.No Particulars Amount (Rs.)

(a) Cost of Land

(b) Cost of Apartment area

(c) Proportionate Cost of common areas Total Price (in Rupees) Maintenance charges
of as per clause 11 and taxes as applicable as per the Government norms shall be
payable by the purchaser/s. Covered parking - 1 Rs. _____ (Rupees _____ only)

Total price (in rupees) Rs. _____ (Rupees _____ only)

Explanation:

- (i) The Total Price above includes the booking amount paid by the Purchaser/s to the Vendor/Promoter/Developer towards the Apartment.
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Vendor/Promoter/Developer 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/Promoter/Developer) and the same shall be payable by the Purchaser/s on or before handing over the possession of the apartment to the Purchaser/s. Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Purchaser/s to the Promoter/Developer shall be increased/reduced based on such change / modification.
- (iii) The Vendor/Promoter/Developer shall periodically intimate in writing to the Purchaser/s, the amount payable as stated in (i) above and the Purchaser/s shall make payment demanded by the Vendor/ Promoter/Developer within the time and in the manners specified therein. In addition, the Vendor/Promoter/Developer 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 recovery of price of land, construction of the Apartment, 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, tiles, doors, windows, in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

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 and/or any other increase in charges which may be levied or imposed by the from time to time. The Vendor/Promoter/Developer 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/Promoter/Developer 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. That the purchaser/s hereby agrees to pay the additional price to the Developer to the extent of any additional work, space, facility, service or requirements provided to the Purchaser/s which shall be charged on the basis of rates specified by the Developer. That apart from the cost of construction of the Apartment, the Purchaser/s shall hereby agree/s to pay their proportionate share of such sums as may be required by the Vendor/Promoter/Developer to meet the following expenses on behalf of the Purchaser/s before taking delivery of Said Apartment. a. Stamp duty, registration charges and any cess for the registration of super built up area which is inclusive of carpet area and proportionate share of common areas and legal expenses for securing sale of undivided right and interest in the Schedule 'F' Property and car parking space for registration of the said Deed of Sale. If Registration of Deed of Sale executed for carpet area only, then stamp duty and Registration charges for proportionate share of common areas to be paid to the Vendor/Promoter/Developer which is prevailing at the time of registration of carpet area. Whereas at the time of registration of deed of sale for common areas to the Association, if stamp duty and registration is increased then the purchaser/s have agreed to pay increased amount, where as if this amount decreased, then the Vendor/Promoter/Developer has agreed to refund the reduced amount to the purchaser/s.

b. Khatha certificate and Corporation assessment and allotment of New Sub-Number to the Apartment.

c. Property Taxes and other levies as applicable in respect of Said Apartment from the date of intimation of completion of construction.

d. GST and any other taxes as may be applicable as per the Government norms is payable in respect of the Property from time to time.

e. In case of any changes in deposits/taxes by the Government, same will be applicable to the purchaser/s.

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

1.5 The Vendor/Promoter/Developer may allow rebate to the Purchaser/s in their sole discretion, as mutually agreed for early payments of instalments paid by the Purchaser/s.

1.6 It is agreed that the Vendor/Promoter/Developer shall not make any additions and alterations in the sanctioned plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the apartment, without the previous written consent of the Purchaser/s as per the provisions of the Act. Provided that the Vendor/Promoter/Developer may make such minor additions or alterations as may be required by the Purchaser/s, or such minor changes or alterations. The Vendor/Promoter/Developer may change nature of fixtures or fittings in the event of discontinuation or nonavailability of a particular model or brand during project completion time which is mentioned in Schedule 'D'.

1.7 The Vendor/Promoter/Developer shall confirm to the final carpet area that has been allotted to the Purchaser after the construction of the Building is complete and the occupancy certificate is granted by the concerned authorities, 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/Promoter/Developer. If there is any reduction in the carpet area then the Vendor/Promoter/Developer shall refund the excess money paid by Purchaser/s within sixty days. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to Purchaser/s, the Vendor/Promoter/Developer may

demand that from the Purchaser/s as per the next milestone of the Payment Plan as provided in Schedule-C.

1.8 Subject to para 9.3 the Vendor/Promoter/Developer 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 share in the Common Areas. 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, maintenance staff etc., without causing any inconvenience or hindrance to them.

(iv) That the computation of the price of the Apartment includes recovery of price of land, construction of the Apartment, the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift and plumbing, finishing with paint, tiles, doors, windows, in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

(iv) The Purchaser/s has the right to visit the project site to assess the extent of development of the project and his apartment.

1.9 It is made clear by the Vendor/Promoter/Developer and the Purchaser/s agrees that the Apartment along with 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.

1.10 The Vendor/Promoter/Developer agrees to pay all outgoings before transferring the physical possession of the apartment to the Purchasers, which it has collected from the Purchasers, for the payment of outgoings (including local taxes, charges for water supply or electricity charges including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the

Vendor/Promoter/Developer fails to pay all or any of the outgoings collected by it from the Purchasers or any liability, mortgage loan and interest thereon before transferring the apartment to the Purchasers, the Vendor/Promoter/Developer agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.11 The Purchaser/s has/have to pay 9% as booking amount as per the Payment plan in Schedule 'C' being part payment towards the Total Price of the Apartment at the time of application of the receipt of which the Vendor/Promoter/Developer hereby acknowledges and the Purchaser/s hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan [Schedule C] as may be demanded by the Vendor/Promoter/Developer within the time and in the manner specified therein. Provided that if the Purchaser delays in payment towards any amount for which is payable; he/she/they 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/Promoter/Developer abiding by the construction milestones, the Purchaser shall make all payments, on written demand by the Vendor/Promoter/Developer, within the stipulated time as mentioned in the Payment Plan [Schedule C] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of "**M/s. ELEGANT BUILDERS AND DEVELOPERS Rera Designated Account for ELEGANT HERMITAGE**", A/c No.IFSC:, Bank of Baroda, JP Nagar branch, Bengaluru.

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/Promoter/Developer with such permission, approvals

which would enable the Vendor/Promoter/Developer 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 understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Vendor/Promoter/Developer accepts no responsibility in regard to matters specified in para 3.1 above. The Purchaser shall keep the Vendor/Promoter/Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser to intimate the same in writing to the Vendor/Promoter/Developer immediately and comply with necessary formalities if any under the applicable laws. The Vendor/Promoter/Developer shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser 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/Promoter/Developer shall be issuing the payment receipts in favour of the Purchaser only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Purchaser/s authorizes the Vendor/Promoter/Developer 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/Promoter/Developer to adjust his payments in any manner.

1. TIME IS ESSENCE:

The Vendor/Promoter/Developer 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 Purchaser/s.

2. **CONSTRUCTION OF THE PROJECT/APARTMENT:**

The Purchaser/s has/have seen the proposed Building plan, specifications, amenities and facilities of Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the, as represented by the Vendor/Promoter/Developer. The Vendor/Promoter/Developer shall develop the Project in accordance with the said floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Vendor/Promoter/Developer 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 concerned authority and shall not have an option to make any variation /alteration /modification in such plans unless it is allowed by the concerned authorities, other than in the manner provided under the Act.

7. POSSESSION OF THE APARTMENT:

7.1 Schedule for possession of the said Apartment- The Vendor/Promoter/Developer agrees and understands that timely delivery of possession of the Apartment to the Purchaser/s and the common areas to the aforesaid association of Purchaser/s, is the essence of the Agreement. The Vendor/Promoter/Developer assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place on 31.03.2026, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, pandemic, or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions, Lock-down, Pandemic, government restrictions, Non-availability of materials, delay in permissions and approvals from the concerned authorities and policies of the government and for the reasons beyond the control of the Developer then the Purchaser/s agrees that the Vendor/Promoter/Developer 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 and the Vendor/Promoter/Developer mutually agrees and confirms that, in the event it becomes impossible for the Vendor/Promoter/Developer to implement the project due to Force Majeure

conditions, then this allotment shall stand terminated and the Vendor/Promoter/Developer shall refund to the Purchaser/s the entire amount received by the Vendor/Promoter/Developer from the allotment within 60 days from that date. The Vendor/Promoter/Developer shall intimate the Purchaser/s about such termination at least thirty days prior to such termination. After refund of the money paid by the Purchaser/s, the Purchaser/s agrees that he/she/it/they shall not have any rights, claims etc. against the Vendor/Promoter/Developer and that the Vendor/Promoter/Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession - The Vendor/Promoter/Developer, upon completion of constructions, shall offer in writing the possession of the Apartment, to the Purchaser/s in terms of this Agreement. Provided that, in the absence of local law, the conveyance deed in favour of the Purchaser/s shall be carried out by the Vendor/Promoter/Developer within 3 months from the date of issue of written notice to the Purchaser/s. The Promoter/Developer agrees and undertakes to indemnify the Purchaser/s in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter/Developer. The Purchaser/s, after taking the possession or from the date of intimation to take possession, whichever is earlier, agree(s) to pay the maintenance charges as determined by the Promoter/Developer/ "Apartment Owners Association". The Promoter/Developer shall hand over the occupancy certificate of the apartment, to the Purchaser/s after obtaining the same from the concerned authority.

7.3 Failure of Purchaser/s to take Possession of Apartment - Upon receiving a written intimation from the Promoter/Developer as per para 7.2, the Purchaser/s shall take possession of the Apartment from the Promoter/Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter/Developer shall give possession of the Apartment] to the Purchaser/s. In case the Purchaser/s fails to take possession within the time provided in para 7.2, such Purchaser/s shall continue to be liable to pay maintenance charges as specified in para 7.2.

7.4 Possession by the Purchaser/s - after completion of constructions and handing over physical possession of the Apartment to the Purchaser/s, the Promoter/Developer shall hand over the necessary documents and plans, including common areas, to the association of Purchaser/s to be formed after the sale of 2/3rd apartments in the project or as per the local laws.

7.5 Cancellation by Purchaser/s - The Purchaser/s shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the Purchaser proposes to cancel/withdraw from the project without any fault of the Promoter/Developer, the Promoter/Developer herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Purchaser shall be returned by the Promoter/Developer to the Purchaser within 60 days of such cancellation. Provided if the Promoter/Developer modify the construction plan of the Apartment specific to Purchaser's requirement, then the Promoter/Developer shall be entitled to forfeit the amount at its discretion and refund the amount excess if any to the purchaser.

7.6 Compensation - The Promoter/Developer 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. Except for occurrence of a Force Majeure event, if the Promoter/Developer fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter/Developer shall be liable, on demand to the Purchasers, in case the Purchaser wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within Sixty days of it becoming due. Provided that where if the Purchaser does not intend to withdraw from the Project, the Promoter/Developer shall pay the Purchaser interest at the rate prescribed in the Rules for every month of delay, till the

handing over of the possession of the Apartment, which shall be paid by the Promoter/Developer to the Purchaser within Sixty (60) days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE VENDOR/PROMOTER/DEVELOPER:

The Vendor/Promoter/Developer hereby represents and warrants to the Purchaser/s as follows:

- (i) The Vendor/Promoter/Developer has absolute, clear and marketable title with respect to the said Land; the Promoter/Developer has requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter/Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project.
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter/Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, and Apartment and common areas.
- (vi) The Vendor/Promoter/Developer 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 created herein, may prejudicially be affected.
- (vii) The Vendor/Promoter/Developer 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) (viii) The Vendor/Promoter/Developer confirms that it is not restricted in any manner whatsoever from selling the said Apartment to the Purchaser/s in the manner contemplated in this Agreement.

- (ix) (ix) At the time of execution of the conveyance deed the Vendor/Promoter/Developer shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Purchaser/s
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Vendor/Promoter/Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of apartment along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Purchaser/s and the aforesaid association of Purchasers.
- (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/Promoter/Developer in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) Vendor/Promoter/Developer fails to provide ready to move in possession of the Apartment to the Purchaser/s 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.
- (ii) Discontinuance of the Promoter/Developer'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 there under.

9.2 In case of Default by Vendor/Promoter/Developer under the conditions listed above, Purchaser is entitled to the following:

(i) Stop making further payments to Vendor/Promoter/Developer as demanded by the Promoter/Developer. If the Purchaser/s stops making payments, the Promoter/Developer shall correct the situation by completing the construction milestones and only thereafter the Purchaser/s be required to make the next payment without any interest; or (ii) The Purchaser/s shall have the option of terminating the Agreement in which case the Vendor/Promoter/Developer shall be liable to refund the entire money paid by the Purchaser/s 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: Provided that where an Purchaser/s does not intend to withdraw from the project or terminate the Agreement, he/she/it shall be paid, by the Vendor/Promoter/Developer, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Vendor/Promoter/Developer to the Purchaser/s within Sixty days of it becoming due.

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

(i) In case the Purchaser/s fails to make payments for 2 (two) consecutive demands made by the Promoter/Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Purchaser/s shall be liable to pay interest to the Promoter/Developer on the unpaid amount at the rate prescribed in the Rules;

(ii) In case of Default by Purchaser/s under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the Promoter/Developer in this regard, the Promoter/Developer may cancel the allotment of the Apartment, in favour of the Purchaser/s and refund the money paid to him by the Purchaser/s by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the Promoter/Developer shall intimate the Purchaser/s about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter/Developer, on receipt of Total Price of the Apartment as per 1.2 under the Agreement from the Purchaser/s, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible

share in the Common Areas within 30 days from the date of completion of construction or from the date of receipt of entire sale consideration, as the case may be, to the Purchaser/s. However, in case the Purchaser/s fail/s to deposit the stamp duty and registration charges within the period mentioned in the notice, the Purchaser/s authorized the Promoter/Developer to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter/Developer is made by the Purchaser/s.

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

a) The Promoter/Developer shall be responsible to provide and maintain essential services in the Project till handing over of physical possession to the purchaser/s or taking over of the maintenance of the project by the “Apartment Owners Association” of the Purchaser/s or upon the issuance of the completion certificate of the project whichever is earlier.

b) Purchaser/s shall pay to the Vendor/Promoter/Developer maintenance charges of Rs._____/ - per sq.ft., along with applicable GST on Super Built up Area of the said Apartment, for a period of 12 months, that is Rs._____/ - (Rupees _____only) excluding taxes from the date of completion of construction of the Said Apartment which shall be paid in advance at the time of registration or handing over, whichever is earlier failing which the Promoter/Developer shall be entitled to collect the maintenance amount due along with interest.

c) The Purchaser/s hereby covenant and assure the Promoter/Developer that the Purchaser/s shall become a member of the Apartment Owners Association to be formed under the Karnataka Apartments Ownership Act in force as and when called upon by the Promoter/Developer and shall observe and perform the terms and conditions and by laws and regulations of the Association.

d) The Purchaser/s in proportion of his / her / their shares, along with other Purchasers in proportion of their shares shall be deemed to have accepted the following conditions and to have constructed to bear the following expenses:

e) All rates and outgoing expenses payable in respect of the land described under respective Schedules and the building thereon.

f) The expenses of routine maintenance including painting, whitewashing, cleaning etc., and provision of the common service to the building as set out below:

i. Maintenance of lift, pump sets and other machineries, sanitary and electrical lines common to the building.

ii. Payment of electrical and water charges to the concerned authorities for common services.

iii. Provision of building security personal, pumps operator, housekeeping staff and all other building maintenance staff, till such time the formation of the association is registered the services mentioned in the above clause will be carried out by the builders, thereafter, decision taken by the majority of owners and the interpretations will be applicable.

iv. Any other incidental and consequential expenses relating thereto.

v. Maintenance charges and AMC of Water treatment plant, organic waste converter, swimming pool plant.

g) It is the immediate duty of the Purchaser/s to attend or get repaired if any seepages in internal/external plumbing/sanitary lines or flooring of their toilets, kitchen or in any other part of their flat area, due to which the residents of the flats in the lower floors/other floors are facing seepage problem, must be repaired/attended within maximum period of 7 days at their cost only, otherwise the action/penalty will be applicable as per the decision of the association.

h) Should a Purchaser/s default payment due for any common expenses, benefits or amenities, the builders or the association of the apartment owners, shall have the right to decide and remove such common benefits or amenities including electricity and water connection from his/her/their enjoyment.

i) The Purchaser/s shall insure the said Apartment against all risks and keep the policy of insurance always in force and reinvest the proceeds of such policies for re-building of the Said Apartment. The Purchaser/s shall bear all expenses relating to the said Apartment including internal maintenance, insurance, municipal tax relating thereto.

12. DEFECT LIABILITY:

a) It is agreed that in case any structural defect (excluding minor/air cracks in plastering) or any other defect in workmanship, quality or provision of

services or any other obligations of the Promoter/Developer as per the agreement for sale relating to such development is brought to the notice of the Promoter/Developer within a period of 5 (five) years by the Purchaser/s from the date of handing over possession or from the date of occupancy certificate having been issued whichever is earlier, it shall be the duty of the Promoter/Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter/Developer's failure to rectify such defects within such time, the aggrieved Purchaser/s shall be entitled to receive appropriate compensation in the manner as provided under the Act.

b) The following shall not be considered as defects as per Building Codes and tolerance as per IS Code 1. Air Pockets beneath tiles 2. Separation cracks / gaps responsible for issues such as difference in shades of tiles 3. Non homogeneous building components 4. Slopes considered for water drainage 5. Reduction in carpet area due to plaster thickness and skirting. 6. Minor tile chipping and 7. Places where welding is done, shall not be considered as defects. Any defects or damages caused by Purchaser/s or their interior contractors to glass, tiles, paint, doors, hardware & sanitary ware shall not come under the defect liability after accepting possession of the apartment.

c) The Purchaser/s shall maintain the apartments in good tenantable conditions and carry out the internal repairs for the upkeep of the apartments. The Owners association of the Purchaser/s or its assigns shall maintain the services and amenities in good condition and covered with proper AMC and insurance. The obligation of the developers shall be subject to proper maintenance and upkeep of the apartments/services and amenities by the Purchaser/s or the association of the Purchaser/s as the case may be- Subject to the terms as stated in this clause.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

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

14. USAGE: Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the apartment building shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, security rooms, maintenance and service rooms, etc., and other permitted uses as per sanctioned plans. The Purchaser 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 Purchasers formed by the Purchasers for rendering maintenance services.

15.1 GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT/ BUILDING

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

b. 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 Purchasers 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 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 shall also not remove any wall, including the outer and load bearing wall of the Apartment.

- c. The Purchaser/s shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter/Developer 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.
- d. The Purchaser/s shall give to the other apartment owners in the Block the necessary vertical, horizontal and lateral support and reciprocate and recognize the rights of the other owners in the Block;
- e. The Purchaser/s shall comply with all the rules and regulations pertaining to electrical installations, fire safety equipment and services, pollution control and general safety equipment and services as may be provided in the Project in which the apartment is located and also in the Common Areas.
- f. Not to raise any construction in addition to the Said Apartment.
- g. Not to use or permit the use of the construction of the said Apartment in a manner which would diminish the value, utility of the pipes, cisterns and other common amenities provided in the building.
- h. Not to use the space in the land left open after the construction of the said building thereon for parking any Vehicle other than in the places specifically allotted to the Purchaser/s or to use the same in a manner which might cause hindrance for the free ingress to or egress from any part of the building.
- i. Not to bring inside or park in the Schedule 'F' property any commercial or heavy vehicles.
- j. Not to put up any construction in the parking space allotted to the Purchaser/s.
- k. Not to default in the payment of any taxes or levies or expenses to be shared with the other Owners of the Apartments under the Said Scheme.
- l. Not to make any arrangement for the maintenance of the exterior of the Said Apartment or the common amenities therein, other than agreed to by the majority of the other Owners of the Apartments in the said building.
- m. Not to store in the said Apartment any goods which are hazardous or combustible or considered objectionable by any authorities or dangerous or excessively heavy so as to affect or damage the construction or structure of the building.

- n. Not to carry or cause to be carried heavy packages to the upper floors which are likely to damage the staircase, ladders, common passage or any other structure or parts of the building wherein the said Apartment is situated. Not to carry any materials in the lifts, which are meant for movement of passengers only.
- o. Not to use or permit the use of the common passage and common staircase, either for storage or for use by servants at any time or hang household clothes, & linen in common areas or above the parapet or railing level.
- p. Not to enter or trespass or interfere into the Parking Areas, private Garden Areas and Terrace Areas, not earmarked for general common use. The Purchasers shall not have any right and interest in the garden/Terrace of the Building except in case where the Purchaser/s have acquired such right specifically.
- q. Not to construct anything on the open Garden/terrace and to keep the Garden/terrace always open to the sky and un-built upon.
- r. Not to construct anything in the land appurtenant or in the space meant as garden-lawn and/or Terrace even if such garden or terrace portion has been allotted to the exclusive use of the Purchaser/s.
- s. Not to store any materials in the terrace and keep the terrace clean. The Purchaser/s shall use the terrace area, only as per the decision of the "Apartment Owners Association". Burning of Crackers in the Terrace area and Vehicle parking area in any common area is strictly prohibited.
- t. Not to throw or allow or suffer to be thrown dirt, rubbish, rags, cigarettes and or other refuse or permit the same to be thrown out from the Said Apartment or in the compound or any portion of the said building wherein the said Apartment is situated.
- u. Not to cause any nuisance or health hazard to the other occupants of apartments. Not to disturb adjacent flat owners or other flat owners with noise, smoke, heavy sound of TV, Radio, etc., and also the purchasers shall not keep any items like chairs, Tables, bicycle in common areas, so that it should not object the movement of other flat owners.
- v. To be bound by the Rules and Regulations governing the use of the common facilities as may be determined by the majority of Purchaser/s of undivided interest.

w. Not to use the said Apartment for any business or purposes which is prohibited in law or for any commercial activity or in such a way as to cause nuisance, health hazard to others. To use the said Apartment only for residential purpose.

x. Not to seek for partition of the Property by metes and bounds and shall always enjoy the Property as Co-owners along with other Coowners thereof;

y. Not to put up any hoarding, name plates, signboards, graffiti etc., in place other than that demarcated and allotted by the Vendor;

z. Not to alter the number assigned to the Apartment. The name and or Apartment number of the Purchaser/s shall be put at the entrance door of the particular Apartment but at no other place in the Building.

aa. Not to make any external changes which will modify or change the projection of the building.'

bb. That the Purchaser shall not in any manner obstruct or cause obstruction to any of the entries or exits of the Project and the Project or obstruct any open place meant to be retained as open place or obstruct free movement of vehicles including fire tenders, and such other vehicles required to ensure safety and statutory compliance.

cc. The Purchaser shall keep the Apartment walls, drains, pipes and other fittings in good and habitable condition and in particular so as to support and protect the parts of the Block, and to carry out any internal works or repairs as may be required by the Association;

dd. The Purchaser shall not make any additions or alterations or cause damage to any portion of the Building or the Apartment and nor change the location of the toilets, kitchens or plumbing lines, outside colour scheme, outside elevation/façade/décor of the Block. The Purchaser at no point of time make any changes of the balconies of bedroom, living room / kitchen are enclosed with glass or grill or otherwise.

ee. Not to enclose balcony with grills or in any other manner whatsoever.

ff. The Vendor/Promoter/Developer shall at all times be entitled to display any hoardings and advertisements relating to "_____ " and the Purchaser/s or any one claiming under them, shall not obstruct the Promoter/Developer in this regard.

gg. Not to alter or subscribe to the alteration of the name of the Apartment Building. hh. In case of any modifications in violation of restrictions imposed

carried by any of the Owners/Purchasers of the apartments in such case the said Developer/Apartment Owner's Association shall have the right to demolish such modification.

ii. The Purchaser/s shall not have any right and interest in the Terrace of the building except in case where Purchaser/s have acquired such rights specifically.

jj. It is explicitly made clear and agreed between the parties that the Purchaser/s shall not have any right and interest in the private garden/terrace/ car park conveyed to any other apartment owner. The Purchaser/s agree not to interfere with the rights of such apartment owners having purchased such private garden /terrace/ car park.

kk. The Private terrace/private garden is meant for gardening purpose for planting in pots only and not to fill soil directly on the slab. Not to construct any type of structure or any civil works in this area. ll. The Purchaser/s shall duly and punctually pay the proportionate share of insurance charges, cost of maintenance and management, all out-goings and annual maintenance charges and general expenses of Common Amenities and Facilities and the Common Areas. The liability for such share shall commence from the Sale Date.

mm. The Purchaser/s shall also become liable to pay proportionate share of municipal taxes, rates and cesses, electrical, domestic and nondomestic water charges, insurance charges, cost of maintenance, management of Common Amenities and Facilities and the Common Areas and all other charges for the Common Areas, from the date of intimation of the apartment being ready for possession.

nn. The Purchaser/s shall pay all the Statutory Payments pertaining to the apartment from the date on which the apartment is ready for possession and upon intimation of the same by the Developer, whether possession is taken or not. oo. Any new Statutory Payments by the Central and the State Government which are not levied at the moment but after the apartment is handed over shall be borne and paid by the Purchaser.

pp. That if any development and/or betterment charges or other levies are charged, levied or sought to be recovered by the BDA or any other Authority in respect of the Property, the same shall be borne and paid by the Purchaser, if it is levied after the delivery of the apartment. qq. The Purchaser/s

has/have agreed that the Purchaser/s shall pay regularly without default the charges as per the Association Agreement. In the event of any default in payment by the Purchaser, the Operators will be entitled to withdraw all or any of the services rendered in the bye-laws of Association. The Purchaser is liable to pay GST levied by the State or the Central Government on such charges as may be applicable. The Purchaser shall contribute to the sinking fund for any Capital expenditure as provided in the bye-laws of Association. rr. The Purchaser/s shall not install any additional tanks.

ss. The Air conditioners out door units shall be placed only at the areas designated by the Promoter/Developer or in the balcony/Utility area/Terrace area of the respective apartment without causing disturbance to neighbouring flat.

15.2 COVENANTS OF THE PURCHASER/S:

a. The Purchaser/s herein declare that, the Purchaser/s, their heirs, executors, administrators and assignee and occupiers of the said accommodation shall hereinafter be subject to the provisions of The Karnataka Apartment Ownership Act 1972 (Karnataka Act 17 of 1973) and all amendments thereto and purchaser/s further declares that, they shall comply strictly with the covenants, conditions and restrictions set forth in the said declaration and with the bye-laws, annexure forming the part thereof with the administrative rules and regulations adopted pursuant to such bye-laws etc.

b. If the purchaser/s herein have obtained housing loan in respect of the said accommodation from financial institute/bank then the purchaser/s undertake to provide details of the same to Apartment Owners Association on its formation.

c. The Purchaser/s herein assure that, they will not put any sanitary napkins, diapers or any other things such as cigarettes, plastic papers etc., into water closet and flush, since that is going to block sewage line's leading to huge expenditure for repairs.

d. The Purchaser/s herein assures that he/she/they will segregate dry waste and wet waste, so that there is no problem for the Operation of organic waste converter to produce manure as per the norms of the Government.

15.3 TERMS AND CONDITIONS OF USE OF PURCHASER CAR PARK/S:

The Purchaser/s shall at all times be bound by the terms and conditions of use of the Purchaser/s Car Parks as listed under:

- a) The Purchaser/s will at all times act responsibly and safely in the use of the Purchaser Car Parks and comply with all directions given by the Developer/First Party in the day to day use of the Purchaser Car Parks.
- b) The Purchaser/s will use his/her/their Car Parks for the sole purpose of parking a motor vehicle in his/her/its capacity as the owner of the Schedule "A" Apartment and for no other purpose whatsoever.
- c) The Purchaser/s will not bring into the Purchaser Car Parks at any time any petroleum or other inflammable volatile oil or substance other than petroleum in the fuel tank of any motor vehicle.
- d) The Purchaser/s will not cause any nuisance, damage, obstruction, annoyance or inconvenience to the car parking spaces of other Owners/Occupants.
- e) The Purchaser/s will not bring into or on his/her/their Car Parks or allow to remain there any un-roadworthy or excessively noisy motor vehicle or any motor vehicle incapable of being accommodated within a standard passenger car parking space or within the clear height of a level in the Purchaser Car Parks.
- f) Parking and use of the Purchaser/s Car Parks is solely at the Purchaser's risk. The Purchaser/s will have no claim against the Vendor or its contractors or otherwise or against any one whom they represent or any of the employees or agents of the Vendor or its contractors for any loss or damage to property or personal injury or loss of life directly or indirectly related to the Purchaser's use of the Purchaser Car Parks. Furthermore, the Purchaser will indemnify the Vendor against any such claims and the costs thereof.
- g) The Purchaser/s will permit the staff managing the car parks in the Project to move his/her/its car in the event of emergencies or in other appropriate circumstances, on the understanding that they have no duty to do so.
- h) The Flat Owner will only use the Purchaser Car Parks so allocated and will recognise the Developer/First Party's right to re-allocate spaces as required.
- i) This car parking arrangement is only a right of use granted to the Purchaser, giving the Purchaser no property interest in the Purchaser's Car Parks.

j) The Purchaser's vehicles shall at all times comply with all road markings, signs and the directions of authorized persons.

k) Vehicles of the Purchaser/s shall be parked within the lines designating the Purchaser Car Parks and shall at all times be parked in such a way that no obstruction is caused to the car parks access lanes.

l) The Purchaser/s must:

(i) Observe and conform to all the rules and regulations relating to the use of the car parks made and issued by the Vendor/Association from time to time;

(ii) Advise the Vendor / Association regarding the registration number and name of the driver of any vehicle which may park in the car parks, if required by the Developer/First Party /Association, and shall notify the Developer/First Party / Association in the event of any change in respect of the same.

m) The Developer/First Party/Association or its contractors may access any part of the Purchaser Car Parks at any time for the purpose of inspecting it, doing any necessary repairs or for any other specified purpose.

n) Alteration of Terms and Conditions in this Annexure:

i. The Developer/First Party / Association may vary these terms and conditions by adding, altering or deleting any of them.

ii. The Developer/First Party/Association may charge the Purchaser a penalty if the Purchaser violates any of the terms and conditions mentioned herein as per its policies relating to the use of the Purchaser Car Park/s.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC.

BY PARTIES: The parties are entering into this Agreement for the allotment of Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

17. ADDITIONAL CONSTRUCTIONS/MODIFICATIONS:

a) The Promoter/Developer 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 without obtaining the modified plan.

b) Modifications within the Apartment:

i. The Promoter/Developer has absolute discretion either to accept or reject the modifications suggested by the Purchaser/s.

ii. Once the Purchaser/s require/s the modifications, the Promoter/Developer shall prepare the estimate and get it approved by the Purchaser/s and once the same is approved by the Purchaser/s, they shall be liable to pay entire consideration in advance before starting the said modification work.

iii. Once the Promoter/Developer starts the required modification work, the Purchaser/s shall not be entitled to cancel this Agreement as well as the Agreement of Sale entered into by the Purchaser/s with Promoter/Developer.

18. VENDOR/PROMOTER/DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the execution of this agreement, the Vendor/Promoter/Developer shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser who has taken or agreed to take such Apartment.

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

The Vendor/Promoter/Developer has assured the Purchaser/s that the project in its entirety is in accordance with the provisions of the Karnataka Apartment of Ownership Act, 1972(Karnataka Act 17 of 1973) and the Karnataka Ownership Flats (Regulation of the Promotion of the Construction, Sale, Management and Transfer) Act, 1971. The Vendor/Promoter/Developer showing compliance of various laws/regulations as applicable in the State of Karnataka and its revision thereafter from time to time.

20. BINDING EFFECT:

Forwarding this Agreement to the Purchaser by the Vendor/Promoter/Developer does not create a binding obligation on the part of the Promoter/Developer or the Purchaser until, the Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 15 (Fifteen) days from the date of receipt by the Purchaser/s. If the Purchaser(s) fails to execute and deliver to the Vendor/Promoter/Developer this Agreement within 15 (Fifteen) days from

the date of its receipt by the Purchaser, then the Vendor/Promoter/Developer shall serve a notice to the Purchaser 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.

21. 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.

22. RIGHT TO AMEND:

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

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER/S OR SUBSEQUENT PURCHASERS:

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

24. WAIVER NOT A LIMITATION TO ENFORCE:

a) The Vendor/Promoter/Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Purchaser in not making payments as per the Payment Plan [Annexure C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Purchaser that exercise of discretion by the Promoter/Developer in the case of one Purchaser shall not be construed to be a precedent and /or binding on the Promoter/Developer to exercise such discretion in the case of other Purchasers. b) Failure on the part of the Vendor/Promoter/Developer to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

25. SEVERABILITY:

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

26. 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 Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments in the Project.

27. 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.

28. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter/Developer through its authorized signatory at the Vendor/Promoter/Developer's Project Office, after the Agreement is duly executed by the Purchaser/s.

29. NOTICES:

That all notices to be served on the Purchaser and the Promoter/Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Promoter/Developer by Registered Post at their respective addresses specified below: a) Promoter/Developer Name & Address
b) Purchaser/s Name & Address Mr. _____ & Mrs. _____ Both Residing at _____ It shall be the duty of the Purchaser/s and the Promoter/Developer to inform each other of any change in address

subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter/Developer or the Purchaser, as the case may be.

30. JOINT PURCHASERS:

That in case there are Joint Purchasers all communications shall be sent by the Promoter/Developer to the Purchaser 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 Purchasers.

31. SAVINGS:

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

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

- a) All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.
- b) The Promoter/Developer shall have first lien and charge on the Schedule "A" Property and on the Schedule "A" Property in respect of any amount due and payable by the Purchaser/s under the terms of this Agreement.
- c) The allotment and location of the car parking space/s shall be made by the Promoter/Developer in accordance with its procedure and no allottee/purchaser/s shall be entitled to demand allotment of a particular parking space or seek preference in such allotments.
- d) The Purchaser/s with written consent of the Promoter/Developer shall be entitled to assign, transfer or convey the rights under this agreement to any

person/s after payment of all the money due under this agreement and only upon payment of transfer fees to the Developer which shall be 5% of total cost of Said apartment stipulated herein. That it is hereby made clear that the purchaser/s shall not be entitled to assign their right under this agreement without the written consent of the Developer.

e) The Purchaser/s shall sign all the necessary applications, papers, documents and do all such acts, deeds and things as the Developer may require of them to perfect the title of the Purchaser/s to the Schedule "A" Property.

f) The Purchaser/s have inspected the sanctioned building plan specifications, actual working plans which will vary slightly from the sanctioned plan as well as architectural drawings and have also inspected the building in progress and are fully satisfied about the scheme of the Promoter/Developer.

g) In the event of any dispute or difference arising between the parties hereto which cannot be resolved amicably the parties shall appoint an arbitrator one each of their choice and such arbitrators shall with mutual consent appoint an umpire and the said arbitrator - umpire shall together resolve the disputes or differences in accordance with the Indian Arbitration and Conciliation Act, 1996 and any statutory modifications thereof. The parties hereto agree to act promptly without causing delay in the resolution of disputes or differences, but the area of jurisdiction for arbitration or court is in Bengaluru only.

SCHEDULE 'A' PROPERTY

SCHEDULE-A(i)

All that piece and parcel of Residential Apartment bearing No._____, on _____Floor of the Project "_____" built in Schedule "F" Property and measuring _____Sq. Feet of super built-up area approximately which includes built-up area of _____Sq. Feet of Apartment and _____Sq. Feet being the proportionate share in common areas such as passages, lobbies, lifts, staircases and other areas of common use along with One Covered Car Parking Space in the Basement Floor. The Apartment is bounded by:- East by : West by : North by : South by : The walls are built out of Concrete Block Brick and Cement with RCC Roofing and Vitrified Tiles Flooring. It is provided with amenities like Electricity, Water and Sanitary connections.

SCHEDULE-A(ii)

_____ Sq.ft of undivided right and interest in the Schedule 'F' Property.

**SCHEDULE 'B' –
FLOOR PLAN OF THE APARTMENT**

**SCHEDULE 'C' –
PAYMENT PLAN**

Sl.No . Stages of Payment Percentage

1. Booking Amount.
2. 2. On Signing of Agreement.
3. On Completion of Foundation.
4. 4 On Completion of Stilt Floor Roof.
5. On Completion of Ground Floor Roof.
6. On Completion of 1st Floor Roof.
7. On Completion of 2nd Floor Roof.
8. On Completion of 3rd Floor Roof.
9. On Completion of Block work, Electrical Conduiting & Internal Plastering of respective Flat. 8
10. On Completion of External Plastering. 5
- 11 On Completion of Flooring of respective Flat.
11. On Completion of Painting of respective Flat.
12. Handing over /Registration of respective Flat, whichever is earlier.
13. TOTAL 100%

SCHEDULE 'D' - SPECIFICATIONS, AMENITIES & FACILITIES (WHICH ARE PART OF THE APARTMENT)

STRUCTURE⌘ RCC frame structure with Grade FE 500 quality steel and M30 grade concrete.

SUPERSTRUCTURE⌘ Cement/AAC blocks masonry with good quality blocks in cement mortar.

PLASTERING⌘

External : Cement plastering with combination of texture and smooth finish. Internal : Double coat cement plaster with smooth finish.)

DOOR⌘ Main Door : Teak wood frame & Veneer shutter of good quality hardware of reputed make.

Internal Door : Sal wood frame with Veneer doors and hardware of reputed make. French Door : UPVC door frame with glass paneled shutters.] WINDOWS⊞ UPVC Windows with float glass & provision for mosquito net.

BALCONIES⊞ MS railing with glass.

FLOORING⊞ & WALL TILING 600mmX600mm size double charged vitrified tiles of reputed brand in all rooms.

Toilets] Flooring : Acid Resistant anti-skid ceramic tiles of reputed brand. Wall : Glazed Ceramic tiles dado of quality make up to door height.

Utility/ Wash] Wall : Glazed Ceramic tiles dado up to 3' Height. **Flooring** : Rustic ceramic tiles of reputed brand. Kitchen]

Dadoing : Glazed Ceramic tiles dado up to 2' height above kitchen platform. Platform : Black Granite platform with stainless steel sink with drain board. Provision for one Municipal water tap and one Bore well connection tap. **CORRIDORS**⊞ Granite

STAIRCASE⊞ Granite

PLUMBING⊞ & **SANITARY Water Supply** : ISI mark CPVC/PPR Piping. Drainage : ISI Mark standard PVC/SWR Sanitary piping of Ashirwad/ Astral or equivalent make. Rain Water : Well-designed Rain water harvesting System provided.

ELECTRICAL⊞ Wiring & Switches: + Concealed copper wiring of Finolex or equivalent make. + Modular switches of Anchor/Legrand/ Havells or equivalent make. + Power Outlets for Air Conditioners in all Bedrooms. + Power Outlets for geysers in all Bathrooms. + Plug points for Chimney, Refrigerator, Microwave ovens, Mixer/grinders in Kitchen. + Plug points for Television in Drawing, Master Bedrooms & Telephone points in Drawing and Master Bedroom. + 3 Phase supply with individual meters. Separate Residential Circuit Breaker (RCBO) will be provided for light & power circuits at Main distribution box within each flat.

PAINTING⊞ External : Asian paint finish & two coats of weather proof paints of reputed make. Internal : Two coats of Birla Patti, a coat of cement premier & two coats of Acrylic emulsion paint of reputed make. Parking : Two coats of Water Proof cement paint over a base coat of premier.

TOILETS⊞ Sanitary Fittings : All Toilets will consists of + One piece of EWC, Wash Basin of Cera/ Hindware or equivalent make. + Hot and Cold

single lever diverter with over head shower. + Provision for geysers in all toilets. + All C.P Fittings of Jaguar or equivalent make. + Over head water tanks for water supply

ELEVATOR + Reputed make lift (6 passengers capacity) with V3f system for energy and Efficiency + Entrance Lobby with Granite/ Vitrified cladding at all levels. **GENERATOR** Full Back up for common areas and individual flats.

TELEPHONE/ COMMUNICATION + Provision for Optical fibre connectivity for all your communication needs will be provided in the Drawing room* + Intercom facility to all the flats connecting security.*

SCHEDULE 'E' – AMENITIES & FACILITIES

(WHICH ARE PART OF THE PROJECT)

Multipurpose Hall/ Club House– Children's Play Area– Swimming pool– Adorable Well-equipped gymnasium with changing rooms– Cable TV / Internet– Security cabin– Telephone with Intercom facility– Backup generator for lighting and common areas–

SCHEDULE 'A'

(PROPERTY Description of Entire property)

All that piece of land parcel of immovable residential property having Amalgamated BBMP **katha No....., converted in Sy No.3/2C, 17/2B, 3/3A2, 3/3C2 & 17/112**, situated at Ganakallu village, Kengeri hobli Bangalore South Taluk, measuring **2 acres 20 guntas** OR 9,970.40 Sq.mtrs or sq.ft , BBMP ward No.198, Hemmigepura, Bounded on

East by: Halla and Land bearing Sy No.3/3B

West By: Road and remaining portion of Land bearing Sy No.17/2B

North by: Remaining portion of land bearing Sy No.17/2B and 3/2C

South by: Land Bearing Sy No.17/2A,3/2B,3/3C1 and 3/3A1

SCHEDULE 'B'

(Description of the undivided share agreed to be conveyed)

.....SQ.FT OF Undivided share, right , title interest in the schedule A property.

SCHEDULE 'C'

(DESCRIPTION OF THE APARTMENT AGREED TO BE CONVEYED)

A '_____ ' BHK apartment bearing No. _____ on the _____ floor in '____ ' in the residential development "**ELEGANT HERMITAGE** " to be constructed on the Project land, having a Carpet Area of _____Sq. Mt., Exclusive Area measuring _____ Sq.Mt and Common Area measuring _____ in Sq. Mt, totally measuring Super built up area ofsq.ft orSq.mtrs together with the _____ Car Park/s.

ANNEXURE 'A' FLOOR PLAN OF THE APARTMENT

ANNEXURE B SALE CONSIDERATION AND PAYMENT PLAN PAYMENT PLAN

ANNEXURE 'C' Specification(s) of the Apartment/Flat

ANNEXURE 'D' Description of Common Areas, Amenities and Facilities on Project Land

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

SIGNED AND DELIVERED by the within named Developer, through its constituted authorised signatory Mr./Mrs./Ms. _____)))) SIGNED AND DELIVERED by the within named Purchaser/s _____)))

SIGNED AND DELIVERED by the within named Purchaser/s: _____

In the presence of : 1. _____ 2. _____