

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this _____ day of Sale Two Thousand and Twenty Two (.08.2022) at Bangalore.

BY AND BETWEEN

Sri K.T. Royachan, S/o Sri. T.D. Thomas, PAN No.....

Residing at No. 25, Kukkiyar, Gokula 11th Cross,
Nanjappa Layout, Vidyaranyapura, Bangalore-560097.

Hereinafter referred to as the "**Vendor**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees);

M/s. ROYAL CREATIONS, a Partnership Firm, Registered under the Indian Partnership Act, 1932, having its office at No.75, House of White, Hosur Road, Kormangala Industrial Area, Bengaluru - 560 095, **PAN No. ABFFR2005J**, represented by its Managing Director Sri. Babu C.J.

Hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees);

IN FAVOUR OF

1., S/o.....aged about years
Aadhaar No..... , PAN No.....

Both are Residing at:

Hereinafter called the "**Allottee/s**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest and permitted assigns).

The Vendor/Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

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DEFINITIONS:

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

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

WHEREAS:

- A. The Vendor is the absolute and lawful owner of Property bearing Sy No. 45/4, old Sy No. 45/1 of S Medahalli Village, Sarjapura Hobli, Anekal Taluk, Bangalore District, totally measuring about 1 Acres 19 ½ Guntas.
- B. The Vendor has acquired the aforesaid property under registered sale deeds from its erstwhile owners, the details of which are as under:

Sl. No.	SY No	Extent		Conversion Order	Order Dated	Sale Deed details	
		Acre	Guntas			Date	Doc. No.
	Medahalli						
1.	45/4	1	19 ½	ALN: (A)(S)(SR).68/2021-22	11/10/2021	21/07/2003	5146/2003-04

- C. Vendor/Promoter has desired to develop the aforesaid extent of 1 Acres 19 ½ Guntas situated at Medahalli Village, Sarjapura Hobli, Anekal Taluk, Bangalore District, which is more fully described in “Schedule ‘F’ hereunder and hereinafter referred to as the **Schedule ‘F’ Property** in manner.
- D. Vendor/Promoter have Entered in to Partnership Deed, dated 30-06-2022, has desired to Jointly Develop the aforesaid extent of 1 Acre 19 ½ guntas, which is more fully described in “Schedule ‘F’ hereunder and hereinafter referred to as the **Schedule ‘F’ Property** in manner

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- E. The Vendor/Promoter had obtained the Approved Plan Sanction dated 15.03.2022 vide No. **STRRPA/TP/01/LAO/22/2021-22**, issued by the Anekal Town Planning Authority, for development of Schedule 'F' Property into residential layout and named as **"Royal Creations Aries" {Project}**, The Project will have, Club House, internal roads, pathways, open spaces and amenities with services such as power, water supply and sewage systems to be provided thereof.
- F. The Promoter/ Vendor are at present jointly developing in portion of Schedule 'F' Property in an area admeasuring **1 Acre 19 ½ Guntas** or admeasuring **Sq Mtrs**, comprising of **25. Numbers** of residential plots having various dimensions as per the approved plan, which are earmarked and numbered accordingly, which is more fully described in the Schedule 'F1' property and hereinafter referred to as **Schedule 'F1' Property**. The proposed development consisting of **25 Numbers** of residential Plots shall be referred to as **'Royal Creation Aries'** project.
- G. The Project, **"Royal Creations Aries"** shall have totally about **25 Numbers** of residential plots of various dimensions along with amenities and facilities by utilizing the allowable FAR in phased manner. The development shall consist of about **25 Numbers** of residential plots and upon completion of the entire development as per the Provisional sanctioned plans and on receipt of completion certificate and wherever necessary and applicable.
- H. The Vendor/Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Vendor/Promoter regarding the said Land on which Project is to be constructed have been completed;
- I. The Anekal Town Planning Authority has granted approval to commence and develop the Project *vide* Approval dated 15.03.2022, bearing registration No. STRRPA/TP/01/LAO/23/2021-22.
- J. The Vendor/Promoter has obtained, NOC's, specifications and approvals for the Project, from Anekal Town Planning Authority. The Vendor/Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;
- K. The Vendor/Promoter has registered the Project under the provisions of the Act with the Karnataka Real Estate Regulatory Authority at Bangalore and the Authority has issued a Certificate in Form-C dated 00.00.2022 vide RERA registration No. PRM/KA/RERA/0000/000/000/00000/00000.

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- L. The Allottee/s herein had applied offering to purchase Plot in the Project, the details of which are as follows:

Application No.	Date	Plot No.	Plot Area	
			(in Sq.mtrs.)	(in Sq.ft.)
	00.00.2022	000000	00000	000000

Along with *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 “**Plot**”) more particularly described in Schedule ‘A’ and the Plot Sketch is annexed hereto and marked as Schedule ‘B’.

- M. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- N. 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;
- O. 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;
- P. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendor/Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Plot, as specified in Para K;

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:

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1.1. Subject to the terms and conditions as detailed in this Agreement, the Vendor/Promoter agrees to sell to the Allottee and the Allottee/s hereby agrees to purchase the Plot as specified hereinabove.

1.2. The Total Price for the Plot is Rs. 0000000000000000000/- (Rupees 00000000 Only ("Total Price"))

A	Plot No.	Plot area		Total Price on Plot Area
		Sq.mtrs	Sq.ft	
	0000	00000	0000.00 Sq.Ft	000000000000
B	Sl. No.	Particulars	Cost	
	1)	Infrastructure development charges	000000.00	
	2)	Maintenance cost	0000000.00	
	3)	I. Club House charges-80% (Shall be payable on or before the registration of the Sale Deed) II. Club House charges-20% (Shall be payable by the allottee upon completion of the Club House)	0000,000.00 00,000.00	
	4)	Legal Charges	000,000.00	
	5)	GST on other charges	000000.00	
		Total (B)	00000.00	
		Grand Total A+B	00000000.00	
	Rupees..... Only)			

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- (i) The Total Price above includes the booking amount paid by the allottee to the Vendor/Promoter towards the Plot;
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Vendor/Promoter by way of Goods and Service Tax (GST), or any other similar taxes which may be levied in connection with the construction of the Project payable by the Vendor/Promoter, by whatever name called and the same shall be payable by the Allottee on or before handing over the possession of the Plot to the allottee and the project to the association of the Allottees or the competent authority, as the case may be, after obtaining the release order from the competent Authority;
Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the Vendor/Promoter shall be increased/reduced based on such change / modification;
Provided further that if any increase in the taxes after the expiry of the schedule date of completion of the project as per registration with the authority which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the allottee;
- (iii) The Vendor/Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in above and the Allottee shall make payment demanded by the Vendor/Promoter within the time and in the manners specified therein. In addition, the Vendor/Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of Plot includes recovery of price of land, construction of not only the Plot but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Plot, water line and plumbing etc, and includes cost for providing all other facilities, amenities and specifications to be provided within the Project.

1.3. The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Vendor/Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Vendor/Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on

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subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee.

- 1.4. The Allottee(s) shall make the payment as per the payment plan set out in Schedule 'C' (**Payment Plan**).
- 1.5. The Vendor/Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments at the rate of such percentage per annum as decided respectively by the Vendor/Promoter at its discretion, for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Vendor/Promoter.
- 1.6. It is agreed that the Vendor/Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications 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 Plot, without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Vendor/Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.
- 1.7. Subject to para 9.3 the Vendor/Promoter agrees and acknowledges, the Allottee shall have the right to the Plot as mentioned below:
 - (i) The Allottee shall have exclusive ownership of the Plot;
 - (ii) The Allottee shall use the Common Areas and other amenities along with other occupants etc., without causing any inconvenience or hindrance to others;
 - (iii) That the computation of the price of the Plot includes recovery of price of land, internal development charges, external development charges, taxes, cost of providing electrical connectivity to the Plot, water line and plumbing and includes cost for providing all other facilities, amenities and specifications to be provided for the Plot and the Project;
 - (iv) The Allottee has the right to visit the project site to assess the extent of

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development of the project and his/her/their Plot, as the case may be.

1.8. It is made clear by the Vendor/Promoter and the Allottee agrees that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or/ linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

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

1.10. The Allottee has paid a sum of **Rs 000000/- (RupeesOnly)** as booking amount being part payment towards the Total Price of the Plot at the time of application, the receipt of which the Vendor/Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Plot as prescribed in the Payment Plan Schedule 'C' as may be demanded by the Vendor/Vendor/Promoter within the time and in the manner specified therein: Provided that, if the allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Vendor/Promoter abiding by the payment plan, the Allottee shall make all payments, on written demand by the Vendor/Promoter, within the stipulated time as mentioned in the Payment Plan Schedule 'C' through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of 'Royal Creations' payable at Bangalore.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1. The Allottee, if resident outside India, shall be solely responsible for complying with the necessary

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formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under 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 with such permission, approvals which would enable the Vendor/Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

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

6. DEVELOPMENT OF THE PROJECT:

The Allottee has seen the proposed approved layout plan, specifications, amenities and facilities of Plot and accepted the Plot plan, payment plan and the specifications, amenities and facilities which has been

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approved by the competent authority, as represented by the Vendor/Promoter. The Vendor/Promoter shall develop the Project in accordance with the said layout plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Vendor/Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the concerned authority and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Vendor/Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE PLOT:

7.1 Schedule for possession of the said Plot -

The Vendor/Promoter agrees and understands that timely delivery of possession of the Plot to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Vendor/Promoter assures to hand over possession of the Plot with all specifications, amenities and facilities of the project in place on **00.00.2022**, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Vendor/Promoter shall be entitled to the extension of time for delivery of possession of the Plot, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Vendor/Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Vendor/Promoter shall refund to the Allottee the entire amount received by the Vendor/Promoter from the allotment within sixty **(60) days** from that date. The Vendor/Promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Vendor/Promoter and that the Vendor/Promoter shall be released and discharged from all its obligations and liabilities under this Agreement. The possession of the Schedule 'A' Property shall be delivered at the time of registration of Sale Deed.

7.2. Procedure for taking possession -

The Vendor/Promoter, upon obtaining the release order from the competent authority shall offer in writing the possession of the Plot, to the Allottee in terms of this Agreement to be taken **within 2 two months from the date of issue of release order**. The Vendor/Promoter agrees and undertakes to indemnify the allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Vendor/Promoter. The Allottee, after taking possession, agree(s) to

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pay the maintenance charges as determined by the Vendor/Promoter/Association of allottees, as the case may be after the issuance of the completion certificate for the project. The Vendor/Promoter shall hand over the Possession certificate of the Plot, as the case may be, to the allottee at the time of conveyance of the same.

7.3 Failure of Allottee to take Possession of Plot -

Upon receiving a written intimation from the Vendor/Promoter as per para 7.2, the Allottee shall take possession of the Plot from the Vendor/Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Vendor/Promoter shall give possession of the Plot to the allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2.

7.4 Possession by the Allottee -

After obtaining the release order and handing over physical possession of the Plot to the Allottees, it shall be the responsibility of the Vendor/Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be, as per the local laws.

7.5 Cancellation by Allottee –

The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the Vendor/Promoter, the Vendor/Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the Vendor/Promoter to the allottee **within sixty (60) days** of execution and registration of cancellation agreement.

7.6 Compensation -

The Vendor/Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Vendor/Promoter fails to complete or is

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unable to give possession of the Plot (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 Vendor/Promoter on account of suspension or revocation of the registration under the Act; or for any other reason; the Vendor/Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Plot, with interest at the rate prescribed in the rules including compensation in the manner as provided under the Act within Sixty (60) days of it becoming due. Provided that where if the Allottee does not intend to withdraw from the Project, the Vendor/Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Plot, which shall be paid by the Vendor/Promoter to the allottee within Sixty (60) days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE VENDOR/PROMOTER:

The Vendor/Promoter hereby represents and warrants to the Allottee as follows:

- (i) The Vendor/Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Vendor/Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Plot;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Plot are valid and subsisting and have been obtained by following due process of law. Further, the Vendor/Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, and Plot and common areas;
- (vi) The Vendor/Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Vendor/Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land,

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including the Project and the said Plot which will, in any manner, affect the rights of Allottee under this Agreement;

- (viii) The Vendor/Promoter confirms that the Vendor/Promoter is not restricted in any manner whatsoever from selling the said Plot to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Vendor/Promoter shall handover lawful, vacant, peaceful, physical possession of the Plot to the Allottee and the common areas to the Association of the allottees or the competent authority, as the case may be;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Vendor/Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of Plot, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Vendor/Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

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

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

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

- (i) Stop making further payments to Vendor/Promoter as demanded by the Vendor/Promoter. If the Allottee stops making payments, the Vendor/Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Vendor/Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Plot, along with interest at the rate prescribed in the Rules within 60 (sixty) days of receiving the termination notice;

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

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

- (i) In case the Allottee fails to make payments for two (2) consecutive demands made by the Vendor/Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the Vendor/Promoter on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 2(two) consecutive months after notice from the Vendor/Promoter in this regard, the Vendor/Promoter may cancel the allotment of the Plot, in favour of the Allottee and refund the money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the Vendor/Promoter shall intimate the allottee about such termination at least thirty days prior to such termination.

10. **CONVEYANCE OF THE SAID PLOT:**

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The Vendor/Promoter, on receipt of Total Price of the Plot as per 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Plot within 3 months from the date of issuance of the release order, as the case may be, to the allottee. However, in case the Allottee fails to deposit the stamp duty and / or registration charges within the period mentioned in the notice, the allottee authorized the Vendor/Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Vendor/Promoter is made by the allottee.

11. CLUB HOUSE:

On the site earmarked as Club House / Commercial Plot as in the Sanctioned Plan, the Vendor/Promoter will be constructing a Club House with amenities detailed in **Schedule 'H'**. All the site owners in the project shall be entitled to make use of these facilities by paying club charges as stipulated in payment plan and user / subscription charges as may be prescribed by the Vendor/Promoter from time to time. It is clarified that the Club House is not a common facility or a common amenity and will purely be a commercial venture by the Vendor/Promoter / Sellers. It is further clarified that the Club House shall be non-exclusive and the Vendor/Promoter / Sellers shall be entitled to allow any persons to use the Club House including outsiders and non-site owners in the Project. The Club House shall be made available for use, as the same is not part of the Project. The allottee shall pay 80% of the club house charges on or before the registration of the Sale Deed and possession of plot, the balance 20% of the club house charges shall be paid upon completion of the club house along with applicable taxes.

12. MAINTENANCE OF THE SAID LAYOUT / PLOT:

The Vendor/Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees upon the issuance of the release order of the project. The cost of such maintenance has been included in the Total Price of the Plot.

13. DEFECT LIABILITY:

It is agreed that in case any defects in workmanship, quality or provision of services or any other obligations of the Vendor/Promoter, as per the agreement for sale relating to such development is brought to the notice of the Vendor/Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Vendor/Promoter to rectify such defects without further charge, within thirty (30) days, and in the event of Vendor/Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act, subject to such defects being natural and not interrupted by any human intervention.

14. RIGHT TO ENTER THE PLOT FOR REPAIRS:

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The Vendor/Promoter /maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, and the vacant Plot for providing necessary maintenance services and the Allottee agrees to permit the association of Allottees and/or maintenance agency to enter into the Plot 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.

15. GENERAL COMPLIANCE WITH RESPECT TO THE PLOT:

- 15.1. Subject to Para 13 above, the Allottee shall, after taking possession, be solely responsible to maintain the Plot at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in the Plot or 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 encroach or extend the allotted Plot area and keep the Plot, its sewers, drains, pipe and appurtenances thereto or belonging thereto, in good condition and maintain the same in a fit and proper condition and ensure that the same is in any way damaged or jeopardized.
- 15.2. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. in the Plot or anywhere on the exterior of the Project, or Common Areas. Further the Allottee shall not store any hazardous or combustible goods in the Plot or place any heavy material in the common area. The Allottee shall also not alter the Plot area earmarked and allotted to the Allottee.
- 15.3. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Vendor/Promoter and thereafter the association of Allottees and/or maintenance agency appointed by association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

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

17. ADDITIONAL CONSTRUCTIONS:

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

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

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

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 has assured the Allottees that the project in its entirety is in accordance with the provisions of the Karnataka Apartment Ownership Act, 1972(Karnataka Act 17 of 1973) and the Karnataka Ownership Flats (Regulation of the Promotion of the Construction, Sale, Management and Transfer) Act, 1971. The Vendor/Promoter 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 Allottee by the Vendor/Promoter does not create a binding obligation on the part of the Vendor/Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within thirty (30) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Vendor/Promoter. If the Allottee(s) fails to execute and deliver to the Vendor/Promoter this Agreement within thirty (30) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Vendor/Promoter, then the Vendor/Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within thirty (30) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

21. RIGHTS AND OBLIGATIONS:

The Allottee/s on purchase of Schedule 'A' Property agrees to enjoy the common areas in the Schedule 'F' Property, consisting of Common Roads, Drainages, Street lighting, Compound, common facilities and advantages in common with other Plot owners of the Schedule 'F' Property subject to such rights as are conferred upon the Allottee/s as stated in Schedule 'I' herein and be liable to comply and adhere to the restrictions and obligations imposed on the Allottee/s detailed in Schedule 'J' herein.

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22. ENTIRE AGREEMENT:

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

23. RIGHT TO AMEND:

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

24. ASSIGNMENT:

24.1. It is specifically agreed by the Allottee/s that during the effective period of this agreement or till the execution of the Sale Deed, whichever is earlier, the Allottee/s shall not have power or authority to transfer or assign his/her right under this agreement to anyone. After the expiry of fifteen months, the Vendor/Promoter may at its discretion give consent for such assignment subject to what is stated herein. It is specifically understood that the Vendor/Promoter shall have the option to charge an assignment fee of 5% of the total sale price stipulated herein and to be intimated by the Vendor/Promoter before granting such permission. The Vendor/Promoter may grant such sanction, provided at the time of such assignment the Allottee/s has paid all amounts mentioned in this Agreement (and all other writings and Deeds that may be executed here with), in respect of the said Plot. Further in the event of such assignment, the Vendor/Promoter shall not be liable to pay any compensation/damages payable by the Vendor/Promoter under any of the terms and/or conditions of this Agreement. It is also made clear that the Allottee/s will not be able to assign his/her rights in portions i.e., the Allottee/s will have to either assign all his/her rights under this Agreement or otherwise shall not be entitled to assign any rights at all.

24.2. In addition to the above, the Vendor/Promoter's consent (if granted) to dispose, transfer or sale by way of assignment of the said Plot to a third party shall be interalia subject to the Allottee/s:-

24.2.1. Settling all charges outstanding and payable to the **Vendor/Promoter** including Service Charges, Sinking Fund Charges, all other payments mentioned in this Agreement and other overdue interest (if any);

24.2.2. Execute and register cancellation of this Agreement and

24.2.3. Causing the new buyer(s) to execute a fresh Sale Agreement/ Deeds with the Vendor/Promoter.

25. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE OR SUBSEQUENT ALLOTTEES:

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Plot and the project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Plot, in case of a transfer, as the said obligations go along with the Plot for all

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intents and purposes.

26. WAIVER NOT A LIMITATION TO ENFORCE:

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

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

27. 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.

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

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

29. 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.

30. PLACE OF EXECUTION:

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

31. NOTICES:

That all notices to be served on the Allottee and the Vendor/Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Vendor/Promoter by Registered Post at their respective addresses as specified in the name clause hereinabove.

It shall be the duty of the Allottee and the Vendor/Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Vendor/Promoter or the Allottee, as the case may be.

32. JOINT ALLOTTEES:

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

33. SAVINGS:

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

34. 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.

35. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

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36. VENDOR/PROMOTER'S RIGHT TO DEVELOP

It is further agreed and confirmed by the Allottee/s, that the Vendor/Promoter shall be free to develop neighboring and nearby properties. The Allottee/s and other occupants of such site/s therein, shall have the right to use and enjoy the Civic Amenities & facilities, common roads, utilities like lighting, sewerage, water and electricity and all common facilities in the 'PROJECT'. It is specifically agreed that if, however the Vendor/Promoter extend the 'PROJECT', by acquiring the neighboring and/or nearby lands, the Allottee/s of the residential Plots such extensions shall also be entitled to common areas coupled with the right of use of common facilities made available by the Vendor to such owners in the 'PROJECT' on sharing common expenses.

37. REGISTRATION

It is further agreed and confirmed Srihas authorized Sri, S/o Sri., under Special Power of Attorney dated 00.00.0000, duly registered as document No.000/2000-00 of Book IV, in the office of Sub Registrar, Bangalore District, , and to perform the registration formalities

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

VENDOR/PROMOTER	
ALLOTTEE/S	
.....	

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Allottee/s

WITNESSES	
1) Name: Address:	2) Name: Address:
Signature	Signature

Drafted by;

Advocate, Bangalore

SCHEDULE 'A' PROPERTY
(DESCRIPTION OF PLOT)

All that piece and parcel of Residential Plot bearing No.measuring East to West 60 Ft. North to South 40 Ft and Inches. totally measuring to an extent **1200.00 Sq.Ft OR 111 sq. mtrs.**, carved out of Sy No. 45/4, of Medahalli in '**Royal Creations Aries**' being developed on Schedule 'F1' Property and bounded on :

East by :
West by : Plot no
North by : Plot no
South by : Plot no

SCHEDULE 'B'
PLAN HIGHLIGHTING THE PLOT No. WITH DIMENSIONS

"Annexure A"

SCHEDULE 'C'

PAYMENT PLAN BY THE ALLOTTEE

The sale consideration of Schedule "A" property payable under this agreement is **Rs 00000000.00/- (Rupees.....only)** excluding other charges like infrastructure development charges & club house charges & legal charges and GST and other charges

1	On agreement within 15 days of booking	9.9%	Rs.	00000000
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2	Within 45 days of booking	20.1%	Rs.	00000000
3	On completion of plot leveling, demarcation and numbering	30%	Rs.	000000000
4	On completion of roads and service lines	25%	Rs.	0000000000
5	On intimation of possession/registration	15%	Rs.	000000
	Total			00000000
	Rupees.....Only			

Transaction Details	Date	Mode of payment	Amount	Amount in words
00000000	00.00.0000	BANK	0000000	RupeesOnly
0000000	00.00.0000	BANK	0000	Rupees One Only
00000	00.00.0000	0000NEFT	00000	Rupees One..... Only
000000	00.00.0000		00000	Rupees Only

The above payments have been received towards 10% booking amount.

SCHEDULE 'D'
SPECIFICATIONS, AMENITIES, FACILITIES
(WHICH ARE PART OF THE PLOT)

1. Provision of Water supply and Sewage connection
2. Provision for Power supply tapping from the feeder pillars

SCHEDULE 'E'
SPECIFICATIONS, AMENITIES, FACILITIES
(WHICH ARE PART OF THE PROJECT)

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1. GENERAL:

- Good Quality Concrete roads with curb and culverts.
- Paved pedestrian paths with trees/Shrubs on both sides of the road
- Road and plot signage for the entire layout.
- Well-designed landscaped Parks, Streetscapes and open spaces.

2. WATER SUPPLY AND DRAINAGE:

- Under Ground Sump Tank for raw water and treated water storage.
- Overhead Tank – for water supply to each plot through the pipe
- Sewage treatment plant.
- Rainwater harvesting pits at locations as per design.
- Double-wall corrugated pipe network along the road to drain off the storm water.
- Bore wells (if required and permitted) for the entire layout for water source.
- Municipal supply line from the entrance to the UG sump.

3. ELECTRICITY & COMMUNICATION:

- Underground cabling network in the layout with power cable terminated at each plot
- Street lights across the layout as per design.
- Network of piping to accommodate voice and data cables.

SCHEDULE ‘F’ PROPERTY

(LARGER EXTENT OF THE PROJECT ROYAL CREATIONS ARIES)

All that piece and parcel of the property bearing Sy No.45/1, Khatha No: 44, PID No. 150200102701021963, Situated at S. Medahalli Village, Sarjapur Hobli, Anekal Taluk, Bangalore District, totally measuring about **1 Acre 19 ½** Guntas. Bounded on:

EAST BY : Gomala Land,
WEST BY : Shanbogh Inamathi Land,
NORTH BY : Land of Bangbi Thimmaiah & Nanjundeswara Inamathi Land,
SOUTH BY : Property Sy No. 45/1 of Ramgam.

SCHEDULE “F1” PROPERTY

(EXTENT OF ROYAL CREATIONS ARIES)

All that piece and parcel of the area proposed for Royal Creations Aries to be developed in the land area measuring to an extent **1 Acre 19 ½** Guntas or **Sq Mtrs**, carved out of Schedule “F” Property.

SCHEDULE ‘G’

DETAILS OF THE COMMON AREA

I. CIVIC AMENITIES:

- ☐ Skating ring

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- ☐ Basket ball court
- ☐ Putting Golf
- ☐ Volley ball court
- ☐ Multipurpose playgrounds
- ☐ Yoga lawns
- ☐ Children play Areas
- ☐ Multiple Pavilions
- ☐ Pet Parks
- ☐ Reflexology paths
- ☐ Jogging track

SCHEDULE 'H'
CLUB HOUSE AMENITIES

1. Reception and Entrance Lobby
2. Multipurpose Hall
3. Crèche with Play Area
4. Gym
5. Games Room
6. Yoga / Aerobics Hall
7. Pool Room
8. Swimming pool with Kids pool
9. Party Lawn
10. Outdoor Children Play Area

SCHEDULE 'I'
RIGHTS OF THE ALLOTTEES

The Allottee shall have the following rights in respect of the Schedule 'A' Property on purchase of Plot;

- 1) The right to use the Schedule A Property only for residential purposes subject to the terms of this Agreement.
- 2) The right and liberty to the Allottee/s and all persons entitled, authorized or permitted by the Allottee/s (in common with all other persons entitled, permitted or authorized to a similar right) at all times and for all purposes, to use and enjoy all the internal roads, parks and open spaces and other areas and facilities of common use in the 'PROJECT'.

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- 3) The right to free and uninterrupted passage of water, electricity, sewerage, etc., from and to the Schedule 'A' Property through the pipes, wires, sewer lines, drain and water courses, cables, pipes and wires which are or may at any time hereafter be, in, under or passing through the Schedule 'F' Property or any part thereof.
- 4) Right to use underground sewerage disposal systems in the layout and right to draw water from the common water supply system subject to bearing and sharing proportionately the common maintenance expenses.

SCHEDULE "J"
OBLIGATIONS ON THE ALLOTTEES

The Allottee hereby agrees, confirms and undertakes the following obligations towards the Vendor/Promoter and other Plot Owners on purchase of Plot. The obligations herein contained are in addition to the obligations contained elsewhere in this Agreement.

1. The Allottee/s shall be entitled to aforesaid rights and facilities and shall be subject to following restrictions in the manner of enjoyment of the Schedule 'A' Property and Allottee/s agree/s for the same.
2. The Allottee/s shall be entitled to make use of the common roads, passages and other common areas in the 'PROJECT' in common with other owners of residential Layout in the 'PROJECT' and not to cause any obstruction for the free passage and movement in such common areas. The Allottee/s shall not cause any obstruction for free movement of men, materials and vehicles in the internal roads, passages and any common areas by placing any materials/vehicles/articles or otherwise.
3. The Allottee/s shall have no power or authority to alter the nature of use of the Plot. The Vendor/Promoter is free to enter upon the Plot for laying common services including electricity, water and sanitary connections and the Allottee/s shall not meddle with the same any time.
4. The Allottee/s shall pay common expenses for maintenance of the 'PROJECT' and shall pay, proportionate taxes and other expenses and outgoings in respect of the Schedule 'A' Property to the Maintenance Agency/Association.
5. The Allottee/s shall not object to the enjoyment of other owners of the residential Layout in the 'PROJECT'.
6. The Allottee/s right to use the common areas and common facilities shall always form part and parcel of his/her/their right, title and interest in the Schedule 'F' herein and the residential Plot/s in Schedule 'A' herein and does not form as an independent right.
7. The Allottee/s shall pay the stipulated property taxes and cesses and outgoings levied on and expenses for the maintenance of common areas and common facilities including common water charges, street lights, security, repair and maintenance and applicable taxes.
8. The Allottee/s shall not use the Schedule 'A' Properties other than for residential purposes for which it is taken and not to use it for any illegal or immoral or non-residential purposes.

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9. The Allottee/s shall not decorate or display boards or hoardings or neon signs or paintings on the Schedule 'A' Property in the 'PROJECT'.
10. The Allottee/s shall not sub-divide the Schedule 'A' Property or use it for any industrial or non-residential purposes or sell portions;
11. The Allottee/s shall not use the Schedule 'A' Property or permit the same to be used for any purpose which in the opinion of the Vendor/Promoter to cause nuisance or annoyance to the owner/s of other residential Plots in the said 'PROJECT' or to the owners or occupiers of the neighboring properties nor use the same for any illegal or immoral purpose.
12. The Allottee/s shall abide by all the laws and regulations of the Government, and any other duly constituted authority from time to time in force, and answer and be responsible for all notices or violations and of any of the terms and conditions in this Agreement for Sale.
13. The Allottee/s shall be entitled to make use of the Infrastructure facilities viz., roads, drainage, STP, WTP, and overhead tanks etc., and the civic amenities. The primary responsibility to adhere to all the rights and obligations of the Allottee/s contained herein shall be that of the Allottee/s to follow all the rules and regulations that may be prescribed for the owner/s or occupants of the residential Plots in the 'PROJECT'.
14. The Allottee/s shall not sink a borewell or create/dig any wells in the Schedule 'A' Property.
15. The Allottee/s shall not encroach upon any roads, parks and open spaces in the 'PROJECT' Property and shall keep the same free from any obstructions. The Allottee/s shall not trespass into other residential Plots or areas not earmarked for common use.
16. The Allottee/s shall not throw debris/garbage used articles/rubbish in the common areas, parks and open spaces neighboring plots, roads and open spaces left open in the 'PROJECT'. The Allottee/s shall strictly follow rules and regulations for debris/garbage disposal as may be prescribed by Vendor/Promoter maintaining the common areas and facilities in the 'PROJECT' from time to time.
17. The Allottee/s shall not:
 - 17.1. Close Roads, passages and other common areas in the 'PROJECT';
 - 17.2. Default in the payment of any common expenses, property taxes or levies to be shared by the owners or common expenses for maintenance of the 'PROJECT';
 - 17.3. Install machinery, other than pumps and generators store/keep explosives, inflammables/prohibited articles, which are hazardous, dangerous or combustible in nature;
 - 17.4. Throw any rubbish or used articles in the 'PROJECT' other than in the dustbins provided;
 - 17.5. Create, nuisance or annoyance to other occupants and owners by allowing pounding, running machinery and causing similar disturbances and noises;
 - 17.6. Use the Schedule 'A' Property other than for residential purposes for which it is taken and not to use it for any illegal or immoral or non-residential purposes;
 - 17.7. Use it for any industrial or non-residential purposes or sell portions;

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17.8. Use the Schedule 'A' Property or permit the same to be used for any other purpose, which in the opinion of the Vendors to cause nuisance or annoyance to occupiers of the other residential Plots in the 'PROJECT' or to the owners or occupiers of the neighboring properties;

17.9. Raise any dispute or call in question the use of the roads in the 'PROJECT' for the purpose of egress and ingress to the Amenities/Schedule 'A' Property and/or the organizing of events, seminars, functions, ceremonies and other activities in the 'PROJECT' by the Vendors/Maintenance agency or their assignees/nominees/ agents/transferees;

18. The Allottee/s shall use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in the 'PROJECT' in common with the other owners and to permit free passage of water, sanitary, electricity and electrical lines, through and along the same or any of them and to share with the other owners, the cost of maintaining and repairing all common amenities such as common accesses, generator, etc.

19. The common areas and facilities shall be for common use and enjoyment of all owners of the 'PROJECT' and no owner including Allottee/s shall bring any action for partition or division of any part thereof.

20. The Allottee/s can make use of the common areas and facilities in accordance with the purpose for which they are intended without hindering or encroaching upon the lawful rights of other owner/s of residential Plots in the 'PROJECT'.

21. The Allottee/s shall have no objection whatsoever to the Vendor/Promoter and the Maintenance agency handing over the common areas and common facilities to a Management Company for upkeep and maintenance and collect the expenses incurred therefore.

22. The maintenance of the entire common areas shall be done by the Maintenance agency and Allottee/s shall pay all common expenses and other expenses, taxes and outgoings in terms of this Agreement. The Management Company shall be liable to manage the common areas and services. The main purpose and objective is to take over accounts/finance of the 'PROJECT' and properly manage the affairs of the same, provide all facilities to the occupants of the 'PROJECT' and collect from the owners/occupants the proportionate share of maintenance costs and outgoings.

23. The Allottee/s shall be a member of the 'ROYAL CREATIONS ARIES OWNERS' ASSOCIATION' ('Association' in short), which is formed by the Vendor/Promoter in conjunction with all the owner/s of residential Plot/s. The Allottee/s shall sign and execute necessary declarations, forms and other papers and become member/s of such Association. The Allottee/s shall duly observe and comply with all the rules and regulations of such Association in relation to the maintenance of common areas, facilities and enjoyment in the 'PROJECT'.

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24. No owner including Allottee/s can get exempted from liability for contribution towards common expenses by waiver of the use or enjoyment of any common areas and facilities or by abandonment of residential Plot/s.

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