

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this the ____ day of _____, 20____,

By and Between

M/s VASWANI WHITEFIELD PROJECTS PRIVATE LIMITED, (earlier known as Vaswani Technology Park Private Limited (PAN *****)) a company within the meaning of the Companies Act, 2013 with corporate identity number ***** and having its registered office at 'Vaswani Victoria' 3rd Floor, 30, Victoria Road, Bangalore 560047, represented by its Authorised Signatory, Mr. _____ (Aadhar number _____) , authorized vide board resolution dated _____, hereinafter referred to as the **"Promoter"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns)

AND

(a) **MR. D. VENKATA KRISHNA RAO**, aged about 63 years, son of Late D. Anjaneyulu;

(b) **MR. D. JANARDHANA RAO**, aged about 39 years, son of D. Venkata Krishna Rao;

(c) **MS. D. ANISHA LAKSHMI**, aged about 13 years, daughter of D. Janardhana Rao, being Minor represented by her father and natural guardian, D. Janardhana Rao;

(d) **MS. TANUJA LAKSHMI**, aged about 9 years, daughter of D. Janardhana Rao, being Minor represented by her father and Natural guardian, D. Janardhana Rao;

(e) **MR. D. SREEMANNARAYANA**, aged about 36 years, son of D. Venkata Krishna Rao;

(f) **MS. D. PRIYANKA CHOWDARY**, aged about 7 years, daughter of D. Sreemannarayana, being minor represented by her father and natural guardian; D. Sreemannarayana;

(g) **MASTER D. ANJANEYULU**, aged about 4 years, son of D. Sreemannarayana, Being minor represented by his father and natural guardian, D. Sreemannarayana;

(h) **MRS. GUTTA MADHAVI LATHA**, aged about 40 years, daughter of D. Venkata Krishna Rao,

(i) **MR. D. PURNACHANDRA RAO**, aged about 59 years, son of Late D. Anjaneyulu;

(j) **MR. D. SATYANARAYANA**, aged about 31 years, son of Mr. Purnachandra Rao;

(k) **MRS. R. ANNAPURNESWARI**, aged about 28 years, daughter of Mr. Purnachandra Rao;

(l) **MRS. PADMAPRASUNA**, aged about 56 years, wife of Late D. Jagan Mohan Rao;

(m) **MR. D. MALLIKARJUN RAO**, aged about 30 years, son of Late D. Jagan Mohan Rao;

(n) **MRS. D. YAMUNA**, aged about 28 years, daughter of Late D. Jagan Mohan Rao;

(o) **MRS. D. SAKKUBAYAMMA**, aged about 82 years, wife of Late D. Anjaneyulu;

All duly represented by their General Power of Attorney Holder/ Authorized Signatory, **Mr. Kailash Advani (Aadhar Number 3082 4600 5960)**, Director of Vaswani Whitefield Projects Pvt. Ltd. hereinafter referred to as “**Owner**”, (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their successor-in-interest, and permitted assigns);

AND

1. (a) **MRS. KAMALAMMA**, aged about 67 years, wife of late Mr. H. Thippa Reddy,

(b) **MR. T.MURALIDHARA**, aged about 45 years, son of late Mr. H. Thippa Reddy,

(c) **MR. T.VIJAY KUMAR**, aged about 44 years, son of late Mr. H. Thippa Reddy,

(d) **MR. T.UMASHANKAR**, aged about 40 years, son of late Mr. H. Thippa Reddy,

represented by their Authorised Signatory, _____
(**Aadhar number** _____), Director of Vaswani Whitefield Projects Pvt. Ltd. hereinafter referred to as "**Co-Owner**";

(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their successor-in-interest, and permitted assigns).

AND

Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

The Promoter, Owner, Co-Owner and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

DEFINITIONS:

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

"Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);

"Appropriate Government" means the Government of Karnataka;

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

"Regulations" means the Regulations made under the Real Estate (Regulation and Development Act, 2016;

WHEREAS:

“Section” means a section of the Act.

A. The Promoter along with the Owner and Co-Owner is the absolute and lawful owner of all that piece and parcel of immovable converted property admeasuring 4 Acre 20 Guntas, situated at Hoody Village, K.R. Puram Hobli, Bangalore East Taluk, Bangalore, comprised in Survey numbers as under:

Sl. No.	Survey No.	Extent (Acres and Guntas)	Vendor
1	132/1 and 132/2 (Part)	1 Acre 10 guntas	Promoter
2	132/1, 132/2, 132/3 and 132/4(Part)	2 Acres 10 guntas	Owner
3	132/2 (Part), 132/3 and 132/4(Part)	1 Acre	Co-owner

Having acquired the same through the sale, detailed herein under;

Sl. No.	Survey No.	Extent (Acres)	Vendor	Type of Doc.	Date
(i)	132/1 and 132/2 (Part)	1 Acre 10 guntas	Promoter	Sale Deed - Doc. No. 5811/2012-13	30/01/2013
(ii)	132/1, 132/2, 132/3 and 132/4 (Part)	2 Acres 10 guntas	Owner	Sale Deed - Doc. No. 31864/2006-07	25/01/2007
(iii)	132/2 (Part), 132/3 and 132/4(Part)	1 Acre (Retained portion)	Co-owner	Sale Deed Doc. No. 16655/2006-07	14/08/2006

WHEREAS the Property has been duly converted from Agricultural to Non-Agricultural Industrial Purpose vide order of the Special Deputy Commissioner, Bangalore District, Bangalore bearing No. B Dis. ALN. SR. 172/78-79 issued by the Office of Deputy Commissioner, Bangalore District and thereafter the nature of the land was changed to residential purpose vide a Change of land use issued by the Bangalore Development Authority dated 09.12.2013;

WHEREAS the Owner and Co-Owner have entered into Joint Development Agreements along with irrevocable General Powers of Attorney with the Promoter as detailed below:

Sl. No.	Survey No.	Extent (Acres)	Vendors	Joint Development Agreement	Irrevocable General Power of Attorney
(i)	132/1, 132/2, 132/3 and 132/4 (Part)	2 Acres 10 guntas	Owner	Doc. No. INR-1-03481-2013-14 stored in C.D. No. INRD73 before the Sub Registrar, Indiranagar, Bangalore dated 30/07/2013	Doc. No. INR-4-00392-2012-13 book IV stored in CD No. INRD73 before the Sub Registrar, Indiranagar, Bangalore dated 30/07/2013
(ii)	132/2 (Part), 132/3 and 132/4 (Part)	1 Acre	Co-Owner	Doc. No. INR-1-01212-2012-13 stored in C.D. No. INRD39 before the Sub Registrar, Indiranagar, Bangalore dated 20/06/2012	Doc. No. INR-4-00231-2012-13 Book IV, stored in CD No. INRD39 before the Sub Registrar, Indiranagar, Bangalore dated 20/06/2012

- B. The Said Land is earmarked for the purpose of building a residential project, and the said project shall be known as '**Vaswani Exquisite** –

Phase 1' (Project");

- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;
- D. The BBMP (Bruhat Bangalore Mahanagara Palike), has granted the plan approval to develop the Project vide LP number No. L. P. No. 0119/2014-15 dated 07/08/2014
- E. The Promoter has obtained the sanctioned plan and approvals for the residential apartment Project from BBMP. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable. However the Promoter is at liberty to make such minor changes or alterations within the permissible limits of the bye laws of the concerned competent authority, without affecting the Allottee's unit;
- F. The Promoter has registered the Project under the provisions of the Act with the Karnataka Real Estate Regulatory Authority at _____ on _____ under Registration Acknowledgement / Registration No. _____;
- G. The Allottee had applied for an apartment in the Project vide application no. _____ dated _____ and has been allotted apartment no. _____ having carpet area of _____ square feet and super-built-up area of _____ square feet on _____ floor in _____ Block in Vaswani Exquisite – Phase 1 (" Building") along with _____ numbers reserved basement/covered/open parking admeasuring _____ square feet, as permissible under the applicable law and the super built-up area includes 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);
- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

J. 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;

K. 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;

L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the apartment and the basement/covered/open parking as specified in para G.

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

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the apartment as specified in para G.

1.2 The Total Price for the apartment based on the super built-up area and carpet area mentioned above is Rs. _____ (Rupees _____ only ("Total Price"))

Block ****, Apartment Number _____

Rate of Apartment per square feet*

*Provide breakup of the amounts such as cost of land and office, cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas, proportionate cost of common areas, amenities, preferential location charges, taxes, maintenance charges as per para 11 etc., if/as applicable.

Type: _____

Floor: _____

Total Price _____ (In Rupees)

[AND]

Number of basement/Covered/open parking Slots _____

Price per parking slot _____

Total price (in rupees) for parking slots _____

Explanation:

- . (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the apartment ;
- . (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the apartment to the Allottee and the project to the association of Allottees or the competent authority, as the case may be, after obtaining the completion certificate:
Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Allottee to the promoter shall be increased or reduced based on such change / modification: Provided further that if there is any increase in the taxes 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 to the Allottee;
- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, if any penalties are levied by the Authorities, for delay in tax, the same may be recovered from the Allottee. In addition, if there are any change in taxes, the 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 and the same may be recovered from the Allottee;

- . (iv) The Total Price of the apartment includes recovery of price of land, construction of not only the apartment but also 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, marbles, tiles, doors, windows, fire detection and firefighting equipment 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 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 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 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 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 Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ 8 % per annum 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 Promoter.
- . 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout 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 Allottee as per the provisions of the Act. Provided however that the Promoter is at liberty to make such minor changes or alterations within the permissible limits of the byelaws of the concerned competent authority, without affecting the Allottee's unit.

- . 1.7 The Promoter shall conform to the final carpet area that has been allotted to the Allottee after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within ninety days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the office, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.
- . 1.8 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the apartment as mentioned below:
 - . (i) The Allottee shall have exclusive ownership of the apartment;
 - . (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of Allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;
 - . (iii) That the computation of the price of the apartment includes recovery of price of land, construction of [not only the apartment

but also] 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, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas (as applicable) maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Office and the Project;

(iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment, as the case may be. Such project site visit is with prior appointment and the Allottee following the safety guidelines outlined by the Promoter.

- . 1.9 It is made clear by the Promoter and the Allottee agrees that the apartment along with basement/covered/open parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.
- . 1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment 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 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 apartment to the Allottees, the 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 therefor by such authority or person.

. 1.11 The Allottee has paid a sum of Rs. _____ (Rupees _____ only) as booking amount being part payment towards the Total Price of the apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the apartment as prescribed in the Payment Plan [Schedule C] as may be demanded by the Promoter within the time and in the manner specified therein: Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. MODE OF PAYMENT: Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the 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 '**Vaswani Whitefield Projects Private Limited**' 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 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 Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the 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 Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

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

5. **TIME IS ESSENCE:** Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the apartment to the Allottee and the common areas to the association of allottees or the competent authority. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule 'C' ("Payment Plan")

6. **CONSTRUCTION OF THE PROJECT/ APARTMENT:** The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the 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 competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the BBMP and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act, and breach of

this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT:

7.1 Schedule for possession of the said apartment - The Promoter agrees and understands that timely delivery of possession of the apartment to the allottee 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 Promoter 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 by 31.12.2021 (December 31, 2021) unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature or change in regulation or Government Order or any court stay or due to non-availability of building materials, or due to strikes, 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 Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Insurance company shall refund to the Allottee. However, the Promoter is liable to refund the amounts after deducting all taxes and other forfeits provided under law, to the Allottee. The 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 Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement. Simultaneously to the refund, the Allottee shall execute a registered cancellation deed.

7.2 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the apartment, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. Provided that, in the absence of local law, the conveyance deed in favour of

the Allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate. The 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 Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be from the date of the issuance of the occupancy / completion certificate for the project. The promoter shall hand over the occupancy certificate of the apartment, 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 Apartment - Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the apartment from the Promoter by making all the payments due and executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the apartment to the allottee. 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 occupancy certificate and handing over physical possession of the Office to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be, as per the local laws.

7.5 Cancellation by Allottee – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 90 days of such cancellation or the time that the Promoter is able to resell the apartment, to another purchaser, whichever is later.

7.6 Compensation – Insurance Company / The Promoter /Owner/Co-Owner, as may be the case shall compensate the Allottee in case of any loss caused to him due to defective title of the land (only if declared so by a competent court of law) 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 be governed by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the

promoter 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 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 apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within ninety days of it becoming due, subject to any deductions as provided for in the Agreement. Provided that where if the Allottee does not intend to withdraw from the Project, the 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 apartment, which shall be paid by the Promoter to the Allottee within forty five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- . (i) The [Promoter] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- . (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- . (iii) There are no encumbrances upon the said Land or the Project;
- . (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment;
- . (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;
- . (vi) The Promoter has the right to enter into this Agreement and has not

committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

- . (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- . (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- . (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the association of 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 Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees, once the same is legally formed and recognized under law or the competent authority, as the case may be; However from the date of issuance of the Occupancy Certificate / Completion Certificate, it is the liability of Allottee to pay the property taxes, insurance premiums, utility charges and other recurring outgoings with respect to the allottee's unit / proportionate share, as applicable.
- . (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect

of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time as 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 respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

- . (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- . (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within forty-five 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 promoter, 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 to the allottee within ninety 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 2 consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules;

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond 2 consecutive demands after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favor of the Allottee and refund the money paid to him by the allottee by deducting the booking amount and the interest and other liabilities and this Agreement shall thereupon stand terminated.

Provided that the promoter shall intimate the allottee about such termination at least thirty days prior to such termination. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 90 days of such cancellation or the time that the Promoter is able to resell the Apartment to another purchaser, whichever is later.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the Apartment as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the allottee. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

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

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

12. DEFECT LIABILITY: It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the 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 Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive / recover appropriate compensation in the manner as provided under the Act.

Notwithstanding anything contained in the above clause the following exclusions are made:

- a. Equipments (lifts, generators, motors, STP, Transformers, gym equipment, etc.,) which carry manufacturer's guarantees for a limited period. Thereafter the Apartment Owners' Association/society shall take annual maintenance contract with the suppliers. The promoter shall transfer manufacturers' guarantees/ warranties to the Allottee or association of the Allottees as the case may be.
- b. Fittings related to plumbing, sanitary, electrical, hardware, etc., having natural wear and tear.
- c. Allowable structural and other deformations including expansion quotient.
- d. Items of work like painting etc., which are subject to wear and tear.

The Allottees shall maintain the apartments/building in good and tenantable conditions and carry out the internal repairs for the upkeep of the Apartments. The Association of the Allottees or its assigns shall maintain the services and amenities in good condition and cover with proper AMC and insurance. The obligation of the Promoter/ owner shall be subject to proper maintenance and upkeep of the apartments / services and amenities by the Allottee or the association as the case may be.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS: The Promoter / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, basement/covered parking and open parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.
14. USAGE: Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the project Vaswani Exquisite, 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, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basement in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.
15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:
- 15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, 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.
- 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. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior

elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.

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

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES: The Parties are entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

17. ADDITIONAL CONSTRUCTIONS: The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, 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. However the Promoter is at liberty to make such minor changes or alterations within the permissible limits of the byelaws of the concerned competent authority, without affecting the Allottee's Apartment;

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE: After the Promoter executes this Agreement he 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 Allottee who has taken or agreed to take such Apartment. Notwithstanding any other term of this Agreement, the Allottee hereby authorizes and permits the Promoter to raise finance/loan from any institution / company / bank by any mode or manner by way of charge/mortgage/securitization of the Apartment / Project / Building or the land underneath or the receivables, subject to the condition that the Apartment shall be made free from all encumbrances at the time of execution of the Sale Deed in favour of the Allottee(s). The Allottee shall be informed about the same at the

time of agreement.

19. APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE): The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the _____ [the name of the state Apartment Ownership] Act). The Promoter showing compliance of various laws/regulations as applicable in _____.
20. BINDING EFFECT: Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the 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 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar _____ (specify the address of the Sub-Registrar) as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) 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 Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) 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. 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 office, as the case may be.
22. RIGHT TO AMEND: This Agreement may only be amended through written consent of the Parties.
23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / 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 office and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1 The 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 Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

24.2 Failure on the part of the Parties 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 there under 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 there under 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 Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments in the Project.

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

29. NOTICES: That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below:

_____ Name of Allottee

_____ (Allottee Address)

M/s Vaswani Whitefield Projects Private Limited

30, Victoria Road, Vaswani Victoria Building,

Bangalore 560 047

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

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

Allottees.

31. SAVINGS: Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such Apartment, as the case may be, shall not be construed to limit the rights and interests of the allottee under the Agreement for Sale or under the Act or the rules or the regulations made there under.
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 there under including other applicable laws of India for the time being in force.
33. 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.

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.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee (including joint buyers)

(1) Signature _____

Name _____

Address _____

Please affix photograph and sign across the photograph

(2) Signature _____

Name _____

Address _____

Please affix photograph and sign across the photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter (Authorized signatory)

(1) Signature _____

M/s Vaswani Whitefield Projects Private Limited

Owner (Authorized signatory)

(1) Signature _____

Co-Owner (Authorized Signatory)

(1) Signature _____

Please affix photograph and sign across the photograph

At _____ on __/__/____ in the presence of WITNESSES:

1. Signature _____
Name _____
Address _____

2. Signature _____
Name _____
Address _____

(Description of the Said Land)

All that piece and parcel of the immovable converted land bearing Sy. No. 132/1, 132/2, 132/3 and 132/4 (P) of Hoody Village, K.R. Puram Hobli, Bangalore East Taluk, Bangalore measuring to an extent of 4 Acres 20 guntas

and bounded:

On the East by : Land in Survey Nos. 131 and 138;
On the West by : Zuri Hotel and land in Survey Nos. 133, 134, 135,
and 136 (part);
On the North by : Whitefield Main Road leading to ITPL; and
On the South by : Land in Survey No. 132/4 (part)

SCHEDULE A

DESCRIPTION OF THE Apartment AND THE GARAGE/ COVERED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

SCHEDULE B

FLOOR PLAN OF THE Apartment

SCHEDULE C

PAYMENT PLAN

SCHEDULE D

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE Apartment)

SCHEDULE E

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

: RIGHTS OF THE PURCHASER/S:

The Purchaser/s shall have the following rights in respect of the Schedule `B' Property and Schedule `C' Apartment and the Building to be constructed thereon on purchase of Schedule `B' Property;

1) The right to get constructed exclusively through the Developer and own an Apartment described in the Schedule `C' above for residential purposes subject to the terms of Construction Agreement.

2) The right and liberty to the Purchaser/s and all persons entitled, authorized or permitted by the Purchaser/s (in common with all other persons entitled, permitted or authorized to a similar right) at all times, and for all purposes, to

use the staircases, passages and common areas in the Building for ingress and egress and use in common.

3) The right to subjacent, lateral, vertical and horizontal support for the Schedule 'C' Apartment from the other parts of the Building.

4) The right of uninterrupted passage of water, gas, electricity and sewerage etc., from and to the Schedule 'C' Apartment 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 Building or any part thereof.

5) Right to lay cables or wires for Radio, Television, Telephone and such other installations, at any part of the Building, however, recognizing and reciprocating such rights of the other Apartment Owners.

6) Right of entry and passage for the Purchaser/s with/without workmen to other parts of the Building at all reasonable times after notice to enter into and upon other parts of the Building for the purpose of repairs to or maintenance of the Schedule 'C' Apartment or for repairing, cleaning, maintaining or removing the sewer, drains and water courses, cables, pipes and wires causing as little disturbance as possible to the other Apartment Owners and making good any damage caused.

7) Right to use along with other owners of Apartments all the common facilities provided therein on payment of such sums as may be prescribed from time to time by the Developer and/or the Agency appointed by the Developer or Owners Association.

8) Right to use and enjoy the common roads, common areas and parks and open spaces and common facilities in '**VASWANI EXQUISITE**' in accordance with the purpose for which they are provided without endangering or encroaching the lawful rights of other owners/users.

9) Right to make use of all the common roads and passages to reach the building in Schedule 'A' Property without causing any obstruction for free movement therein.

10) The Purchaser/s shall be entitled in common with the Purchasers of the other apartment/s in the building, to use and enjoy the common areas and facilities listed hereunder:

- a) Entrance lobbies, passages and corridors;
- b) Lifts/pumps/generators;
- c) Staircases and driveways in the basements, roads and pavements;
- d) Common facilities, subject to compliance of rules, regulations and byelaws.

11) Right to dispose of Schedule 'B' and 'C' Properties by way of sale, mortgage, gift, exchange or otherwise subject to the same rights and obligations/restrictions placed on the Purchaser/s in the matter of enjoying ownership and possession thereon and any sale/transfer shall be completed in full consisting of both Schedule 'B' and 'C' Properties and not separately.

: OBLIGATIONS ON THE PURCHASER/S:

The purchaser/s hereby agree/s, confirm/s and undertake/s the following obligations towards the Vendors and other Apartment Owners. The obligations herein contained are in addition to the obligations contained elsewhere in this Agreement.

1) The Purchaser/s shall be bound by the following obligations:

- a) Not to raise any construction in addition to that mentioned in Schedule 'C' above.
- b) Not to utilize the Schedule 'C' Apartment in a manner which would diminish the value or the utility therein.
- c) Not at any time carry on or permit to be carried on in Schedule 'C' Apartment any noisy, offensive or dangerous trade or pursuit or any other activity which may become in any way a nuisance, annoyance or danger to the Vendors or the other apartment owners or occupiers of the other apartments or the neighbours in a manner which would diminish the value or the utility therein.
- d) Not to use the space left open after construction in '**VASWANI EXQUISITE**' for parking any vehicles or to use the same in any manner which might cause hindrance to or obstruct the free movement of vehicles parked in the parking spaces.

- e) Not to default in payment of any taxes or levies to be shared by the other apartment owners of the Schedule 'A' Property.
 - f) Not to decorate the exterior part of the building to be constructed.
 - g) Not to make any arrangements for maintenance of the building referred to in Schedule 'A' above and for ensuring common amenities for the benefit of all concerned.
 - h) Not to fix / anchor the A.C outdoor units & Antennas on the external area of the walls.
 - i) Not to rent or lease the Schedule C Property as an Office or a Serviced Apartment/Hotel Rooms/Transit Homes and the same shall be purely used as a Residential Apartment only.
- 2) The Purchaser/s shall have no objection whatsoever to the Developer managing the building in Schedule 'A' Property by themselves or handing over the common areas and the facilities to a maintenance company/ies from the date of completion of the Block/Building and thereafter handover the building to the association and pending the same, the Developer shall retain the same and the Purchaser/s has/have given specific consent to this undertaking. The Developer or the Maintenance Company or Owners Association shall be paid on demand, common expenses for upkeep and maintenance of buildings and common areas and facilities in Schedule 'A' Property and also service charges for undertaking the said task.
- 3) An Owners Association will be formed in respect of the Blocks in Schedule 'A' Property including in respect of the Block in which Schedule 'C' Apartment is a portion and the Purchaser/s shall become a Member of the Owners' Association and agree/s to observe and perform the terms and conditions and bye-laws and rules and regulations of the Association that may be formed and pay the admission fee and other fees that may be required. The Vendors will only assist the adhoc committee (constituted by the owners) in forming the Owners Association by providing necessary guidelines & draft bye-laws. It is the duty of the adhoc committee to circulate the draft bye-laws amongst all the owners , seek amendments if any, call for AGM & take the issue forward. The Vendors will only facilitate formation of the Owners Association in this regard. There won't be any separate Associations formed in respect of each of the Block and a single Association will be formed to represent all the four residential Blocks. The maintenance of the buildings shall be done by

Developer or by maintenance company/ies till the formation of the Owners Association and handing over and Purchaser/s accordingly shall pay all common expenses and other expenses, taxes and outgoings in terms of this Agreement and in terms to be stated in the Sale Deed. Such Association shall be purely for the purpose of maintenance and management of the buildings. The main purpose and object of such association is to take over accounts/finance of the multistoried buildings and the development in '**VASWANI EXQUISITE**' immediately on expiry of 1 (one) year of official maintenance by the Developer and properly manage the affairs of the same, provide all facilities to the occupants and collect from them, the proportionate share of maintenance cost and other out goings. The Official maintenance by the Developer would commence from the date of intimation by the Developer that all the essential services are in place and the Developer would maintain the common areas during 1 (one) year of official maintenance from monthly maintenance contributions made by the apartment owners.

3.1) The Owners Association shall be responsible for upkeep and maintenance of all common areas, roads, and common facilities which are common to all buildings and the expenses therefor shall be incurred from and out of the funds contributed by all the Owners in '**VASWANI EXQUISITE**'. The Purchaser/s agrees to make contributions as and when required from time to time.

3.2) The Purchaser/s shall pay at the time of taking possession of Schedule 'C' Apartment to Vendor No.1 the agreed sum per Sq. Foot of super built-up area of the Schedule 'C' Apartment as Sinking Fund which will be utilised for the major maintenance works in the Blocks/Development in '**VASWANI EXQUISITE**' and unspent sums will be transferred to the Owners Association in terms of this Agreement, subject to deductions as applicable.

4) The Purchaser/s and other owners of Apartments in the buildings shall pay such sums as are required by the Developer or maintenance company or the Association as the case may be towards maintenance and management of the common areas and facilities in the buildings and in the Schedule 'A' Property (subject to further revision from time to time) for the maintenance and management of the common areas and facilities and any deficit shall be made good by the Purchaser/s in proportion to the area of the Schedule 'C' Apartment.

5) It is hereby clarified and agreed that the expenses relating to common areas and common facilities shall be borne by the Apartment Owners who have

taken the possession & who were informed about the readiness of Apartment. The Vendors/Developer are not liable to contribute any maintenance charges for units unsold and for the units which are given possession but not occupied.

6) No apartment owner including Purchaser/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 apartment and/or facilities in the Schedule 'A' Property.

7) The Purchaser/s in the event of leasing the Schedule 'C' Apartment shall keep informed the Developer or Agency maintaining the common areas or Owners Association about the tenancy of the Schedule 'C' Apartment and giving all the details of the tenants and occupants. Upon leasing, only the tenant/lessee shall be entitled to make use of the club facilities in the place of Purchaser/s as Temporary Members on payment. Notwithstanding the leasing, the primary responsibility to adhere to all the rights and obligations of the Purchaser/s contained herein shall be that of the Purchaser/s and it shall be the responsibility of the Purchaser/s to ensure that the tenant/lessee follows all the rules and regulations that may be prescribed for the occupants of the buildings in '**VASWANI EXQUISITE**'.

8) The Purchaser/s shall use the apartment as a private residence and the car-parking space for parking light motor vehicle and not for any other purpose. The parking space specifically allotted to Purchaser/s is for exclusive use and enjoyment by Purchaser/s and the Purchaser/s shall not have the right to put up any construction in the parking space or enclose the same or use/convert it for any purpose other than as car parking space.

9) The Purchaser shall not do any act that may be against any law, rule, regulation, bye-law of the BDA/BBMP /other statutory authority or any obligation agreed under any contract and the Purchaser shall be solely responsible for all consequences of any offence or breach thereof and the Purchaser shall indemnify the Vendors and the other apartment owners who may suffer due to any such acts of omission or commission by the Purchaser/s herein.

10) The Purchaser/s shall not make any additions or alterations or cause damage to any portion of the building or change the exterior colour scheme and maintain the front elevation and the side and rear elevations of the

apartment, in the same form as the Vendors had constructed. The Purchasers at any time shall not alter the said elevations in any manner whatsoever.

11) The Purchaser/s shall keep the Apartment, walls, floor, roof, drains, pipes and appurtenances and belongings thereto, in good condition so as to support, shelter and protect the parts of the entire buildings and shall not do any work which jeopardizes the soundness or safety of the building or the property or reduce the value thereof or impair any easement or hereditament and shall not add any structure or excavate any basement or cellar. The Purchaser/s shall promptly report to the Vendors or Maintenance Company or Association of Apartment Owners as the case may be, of any leakage/seepage of water/sewerage and the like through the roof/floor/wall of the said apartment and especially with regard to the external and common walls shared by the Apartment Owners.

12) The Purchaser/s hereby agrees to the following specific terms and conditions of this Sale Agreement with respect to the rights to be created in favour of the Purchaser/s in the building and in the said apartment:

a) The name and/or apartment number of the Purchaser/s shall be put, in standardised letters and colouring only at the location/board that may be designated by the Developer at a place earmarked for the said purpose and at the entrance door of the particular Apartment but at no other place in the building and the number shall not be altered.

b) No sign board, hoarding or any other logo or sign shall be put up by the Purchaser/s on the exterior of the building or on the outer wall of the apartment.

c) The Purchaser/s shall not alter the colour scheme of the exterior of the building or of the exterior lobby wall of the said apartment though the Purchaser/s shall be entitled to select and carry out any decoration/painting of the interior of the said apartment.

d) The Purchaser/s shall not do anything that may adversely affect the aesthetic appearance/beauty of the building, nor do anything in the Property which may cause any nuisance or obstruction or hindrance to the other owners.

e) Any further or other construction that may be permitted hereafter over and above the construction sanctioned as aforesaid, may be carried out by and/or at the discretion of the Developer. The Purchaser/s shall not be entitled to object to the same or cause any obstruction or hindrance, nor ask for any discount and/or rebate and/or abatement in the above mentioned consideration.

13) The Purchaser/s shall, from time to time, do and execute all further acts, deeds, matters and things as may be reasonably required by the Vendors/Developer for duly implementing the terms and intent of this Agreement and for the formation of Owners' Association.

14) Since the Purchaser/s is/are to own the aforesaid undivided interest in the land described in the Schedule 'A' hereunder written it is specifically agreed that the Purchaser/s shall be entitled in common with the Purchasers/Holders of the other apartment/s in the building, to use and enjoy the common areas and facilities listed hereunder:

- a) Entrance and Common Passages
- b) Lifts/Pumps/Generators of the Block
- c) Common facilities including Club House.

15) The Purchaser/s is/are aware that the exclusive right of use of car parking space in Basement levels/Ground Level will be allotted by the Developer to the various Apartment Owners and that the right of use so allotted shall vest solely in the respective Apartment Owner to whom it is allotted. The Purchaser/s shall have no objection to such right of use being allotted. It is, however, clearly understood that such right of use shall not vest in the Purchaser/s any title to the land earmarked as Car Parking Space.

16) The Developer will provide to the Purchaser/s access from the drive ways/ internal roads to the building where Schedule 'C' Apartment is situated.

17) The cost of repairing and maintaining the internal/feeder/access and drive-ways will be borne and paid proportionately by the Purchasers of apartments comprised in '**VASWANI EXQUISITE**'.

18) The Purchaser/s shall keep the apartment, walls, floor, roof, drains, pipes and appurtenances thereto belonging in good condition so as to support, shelter and protect the parts of the entire building. The Purchaser/s shall carry out at his/her/their own cost such repairs and maintenance to water lines, sewerage lines and the like in the said Apartment in the event of there being any complaint from the Apartment Owners below or above or adjoining of leakage/seepage of water, sewerage and the like through the roof/floor/wall of the said apartment of the Purchaser/s.

19) The Purchaser/s shall not object for use of Common Road/Drive way/Passage in the Schedule 'A' Property for making use of the same by the Owners/Occupants/ Users of the balance portions in the Schedule 'A' Property.

20) The Purchaser/s of apartments in '**VASWANI EXQUISITE**' and/or in respective Blocks shall not at any time cause any annoyance, inconvenience or disturbance or injury to the occupiers of other apartments and parking spaces in the building and Purchaser/s specifically shall not:

- a) Close the lobbies, stairways, passages and parking spaces and other common areas.
- b) Make any alterations in the elevation or both faces of external doors and windows of the apartment/parking space which in the opinion of the Developer or the Owners' Association differ from the colour scheme of the building.
- c) Make any structural alterations and/or any fresh openings inside the apartment.
- d) Default in payment of any taxes or levies to be shared by the other owners of the Schedule 'A' Property or common expenses for maintenance of the building.
- e) Create nuisance or annoyance or damage to other occupants and owners by allowing pounding, running machinery and causing similar disturbances and noises.
- f) Install machinery, store/keep explosives, inflammable/ prohibited articles which are hazardous, dangerous or combustible in nature.

- g) Use the common corridors, stair cases, lift lobbies and other common areas either for storage or for use by servants at any time.
- h) Bring inside or park in the Schedule 'A' Property any lorry or any heavy vehicles.
- i) Use the apartment or portion thereof for purpose other than for residential purposes and not to use for any illegal or immoral purposes.
- j) Drape clothes in the balconies and other places of building.
- k) Enter or trespass into the Parking Areas, Garden areas and Terrace Areas not earmarked for general common use.
- l) Throw any rubbish or used articles in the Schedule 'A' property other than in the Dustbin provided in the property.
- m) Undertake any interior decoration work or additions, alterations inside the apartment involving structural changes without prior consent in writing of the Vendors.
- n) Create any nuisance or disturbance or misbehave in the matter of enjoying the common facilities provided to all apartment Owners in '**VASWANI EXQUISITE**'.
- o) Refuse to pay such sums as are demanded for use and enjoyment of common facilities in '**VASWANI EXQUISITE**'.
- p) Trespass into other residential apartments in '**VASWANI EXQUISITE**' or any apartment in the Schedule 'A' Property or misuse the facilities provided for common use.
- q) Use the Schedule 'C' Property as a transit apartment or service apartment and should not let out/permit to use the same on daily/weekly/fortnightly basis.
- r) Use the Schedule 'C' Property for training any skill or art or occupation or conduct any teaching classes or for any other commercial purpose.

s) Install or erect individual Dish Antenna and/or any other equipment's and shall make use of the facility provided centrally in Schedule 'A' Property.

t) Shall not obtain independent telephone/internet connections but shall obtain from Centralised Infrastructure provided in respect thereto.

21) The Developer reserve the exclusive and absolute right to display hoarding/s on all or any of the Blocks and the terraces and/or in any part of the land and/or buildings in Schedule 'A' Property from at all times to promote Developer's Brand. Neither the Purchaser/s nor the Association/s to be formed shall have the right to question the said acts of Developer and/or their transferees or persons permitted by them. The Purchaser/s shall specifically give consent for the above.

22) The use of the club house, swimming pool and other facilities by the Purchaser/s shall be without causing any disturbance or annoyance to the fellow users and without committing any act of waste or nuisance which will affect the peace and tranquillity of the place and shall not default/refuse/avoid paying the subscription and other charges for the use of the facilities therein.

23) The Purchaser/s shall not park any vehicles in any part of Schedule 'A' Property except in the parking area specifically acquired by the Purchaser/s and earmarked for the Purchaser/s and not enclose the parking areas or put up any construction therein whether temporary or permanent.

24) The Purchaser/s shall not throw garbage/used articles/rubbish in the common areas, parks and open spaces, roads and open spaces left open in the Schedule 'A' Property. The Purchaser/ shall strictly follow rules and regulations for garbage disposal as may be prescribed by the Vendors or Agency maintaining the common areas and facilities in '**VASWANI EXQUISITE**' or by the Owners Association.

25) The Purchaser/s shall not keep any cattle/live stock in the Schedule 'C' Apartment or in Schedule 'A' Property and Purchaser/s shall keep all the pets confined within the Schedule 'C' Apartment and shall ensure that the pets do not create any nuisance/disturbance to the other owners/occupants in the building.

26) The Purchaser/s shall maintain at Purchaser's/Purchasers' cost the said Apartment and Parking Space in good condition, state and order and shall

abide by all the laws and regulations of the Government, Bruhat Bangalore Mahanagara Palike and any other duly constituted authority from time to time in force, and answer and be responsible for all notices or violations of any of the terms and conditions in this Agreement, from the date of execution of the sale deed.

27) The Purchaser/s shall not use the Apartment/Parking Space/Garden/Terrace or permit the same to be used for any purpose which in the opinion of the Developer and/or Association on its formation to cause nuisance or annoyance to occupiers of the other Apartment/Parking Space/Garden/Terrace in the said building to the Owners or occupiers of the neighbouring buildings and/or properties nor use the same for any illegal or immoral purposes, nor use the parking space for any other purpose except for parking light motor vehicles and should not construct any barrier enclosing the allotted parking space.

28) The Purchaser/s shall use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in Schedule 'A' Property and in the Apartment Building in common with the other Apartment Owners and 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 Apartment Owners the cost of maintaining and repairing all common amenities such as common accesses staircases, lifts, generator, etc., and use the same as aforesaid and/or in accordance with the Rules, Regulations, Bye-Laws and terms of the Association to be formed by or among the Apartment Owners in the Buildings.

29) The Purchaser/s shall permit the Developer and/or Maintenance Company and/or Owners' Association and/or their agents with or without workmen at all reasonable times to enter into and upon the Apartment/Parking Space or any part thereof for the purpose of repairing, maintaining, re-building, cleaning and keeping in order and condition all services, drains, structures or other conveniences belonging to or servicing or used for the said apartment and also for the purpose of laying, maintaining, repairing and testing drainage, water pipes and electric wires and for similar purposes and also for the purpose of cutting off the supply of water and electricity etc., to the Apartment/Parking space or other common areas of the building or to the occupiers of such Apartment/Parking space as the case may be who have defaulted in paying the share of the water, electricity and other charges.

30) The common areas and facilities shall remain undivided and no apartment owner including Purchaser/s shall bring any action for partition or division of any part thereof. Further the Purchaser/s shall not seek partition of undivided share in the Schedule 'A' Property.

31) The Purchaser/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 apartment owners in the Block and/or in '**VASWANI EXQUISITE**'.

32) The Purchaser/s shall pay to the Developer or Maintenance Company or Owners' Association as the case may be the following expenses in proportion to his/her/their share in Schedule 'C' Apartment:

- a) Expenses for maintenance of lifts, pump sets, generators and other machineries, sanitary and electrical connections in the building and in '**VASWANI EXQUISITE**' including the cost of AMC's for these equipment's;
- b) Electricity consumption charges for running all common services and lighting the common areas, basement and all open areas and water consumption charges of buildings and for facilities in '**VASWANI EXQUISITE**';
- c) Cost of replacement of electrical fittings and bulbs in all common areas, corridors, basements and open places;
- d) Expenses for maintenance of the buildings and the land surrounding thereto, white washing and colour washing of common areas, roads, developments, club house, external areas and the compound;
- e) Expenses incurred in the maintenance of landscape, Gardens, plants etc. in Schedule 'A' Property;
- f) Salaries and wages payable to the property manager, security guards, lift operators, plumbers, electricians, gardeners, pumps and generator operators and all other staff appointed;
- g) Such other expenses which are common in nature and not attributable to any unit in particular but relates to the development in Schedule 'A' Property in general.
- h) All taxes payable, service charges and all other incidental expenses in general.