AGREEMENT TO SELL

THIS	AGREE	EMENT	TO S	SELL IS	S MADE	AND	EXECUTEI	O ON	THIS	THE
		DAY	OF		TW	O T	HOUSAND	TWE	ENTY	ONE
(/_	/2021)	AT BA	NGA	LORE:						

BETWEEN:

M/S.BHAVYA BUILDERS,

A registered Partnership Firm
Having its office at Flat No.501,
Sai Sarovar Apartment,
No.19/20, 13th Main, 7th Cross,
BTM 2nd Stage, Bangalore- 560 076.
Represented by its Managing Partner
Sri.Venkateswarlu Nadella, aged about 53 years.
Son of Late Sri.Laxmaiah.
PAN:AAIFB4690B

Hereinafter referred to as the "OWNER/DEVELOPER/PARTY OF THE FIRST PART" which term wherever the context so applies shall mean and include the Partnership Firm, its Partners, Executors, Administrators, Legal Representatives, Successors, Assigns, etc., of the ONE PART.

IN FAVOUR OF:

Hereinafter called the **PURCHASER/PARTY OF THE SECOND PART** (which term wherever the context so applies shall mean and include his Legal Heirs, Executors, Administrators, Legal representatives and Assigns, etc.,) of the SECOND PART.

The Developer Purchaser/s/Allotte and shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

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

- A)"Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016):
- B) "Appropriate Government" means the Government of Karnataka;
- C)"Rules" means the Karnataka Real Estate (Regulation and Development)

Rules, under the Real Estate (Regulation and Development) Act, 2016;

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

E)"Section" means a section of the Act.

WITNESSETH AS FOLLOWS:

WHEREAS, M/s. Bhavya Builders is the absolute owner of all that piece and parcel of the vacant undeveloped Plot/Site being bulk land bearing E-Khatha No.150200102300124872, Khatha No.1269/03, measuring 7646.33 Sq.Mtrs equivalent to 82305 Sq.feet, formed out of converted lands bearing Survey Number 504/3 and 505, vide the Order dated 19.03.2009 in Official Memorandum bearing No.ALN(AS)SR67/2005-06 passed by the Special Deputy Commissioner, Bangalore Division, Bangalore, and Order dated 26.06.1996 in Official Memorandum bearing No.ALN.SR(A)467/1995-96 passed by the Assistant Commissioner, and subsequently renewed vide the Order dated 29.04.2009 in No.ALN(A)(S)CR 02/08-09 passed by the Special Deputy Commissioner, Bangalore Division, Bangalore, situated at Sarjapura Village, Sarjapura Hobli, Anekal Taluk, Bangalore District, Bangalore, which property is morefully described in the Schedule 'A' hereunder and hereinafter referred to as the SCHEDULE 'A' PROPERTY, for sake of brevity and convenience, having purchased the same vide the Deed of Absolute Sale dated 21/03/2020, registered as Document No.BSK-1-00889/2020-21, stored in BSKD822, Book-lin the office of the Sub Registrar, Basavanagudi (Banashankari) Bangalore, from its previous owner M/s.Citilights Estates Limited, represented by its authorized signatory Mr. Arun Balakrishnan, for valuable sale consideration.

WHEREAS, M/s. CITILIGHTS ESTATES PRIVATE LIMITED, was the absolute owner of the below mentioned converted lands:

- A. All that piece and parcel of the converted land bearing Survey Number 504/3- measuring 1 Acre, converted from agricultural purpose to non agricultural residential purpose vide the Order dated 19.03.2009, in Official Memorandum bearing No.ALN (AS) SR 67/2005-06, passed by the Special Deputy Commissioner, Bangalore Division, Bangalore, situated at Sarjapura Village, Sarjapura Hobli, Anekal Taluk, Bangalore Urban District, having purchased the same vide the Deed of Sale dated 27.08.2009, registered as Document No.SRJ-1-01149-2009-10, stored in CD No.SRJD 26, Book I, registered before the office of the Sub-Registrar, Sarjapura, Bangalore, executed by Mr.Eshwar Reddy, son of Mr.Nanjundappa, represented by his registered GPA Holder Mr.Sandip Khanna, for valuable consideration.
- B. All that piece and parcel of the converted land bearing Survey Number 504/3- measuring 19 Guntas, converted from agricultural purpose to non

agricultural residential purpose vide the Order dated 19.03.2009, in Official Memorandum bearing No.ALN (AS) SR 67/2005-06, passed by the Special Commissioner, Bangalore Division, Bangalore, situated at Sarjapura Village, Sarjapura Hobli, Anekal Taluk, Bangalore Urban District, having purchased the same vide the Deed of Sale dated 05.06.2009, registered as Document No.SRJ-1-00383-2009-10, stored in CD No.SRJD 24, Book I, registered before the office of the Sub-Registrar, Sarjapura, Bangalore, executed by Sri.D.V.Bhuvanesh, son of Late Sri.A.Veerabhadraiah, for valuable consideration.

C. All that piece and parcel of the converted land bearing Survey Number 505- measuring 2 Acres 38 Guntas, converted from agricultural purpose to non agricultural residential purpose vide the Order dated 26.06.1996, in Official Memorandum bearing No.ALN SR (A) 467/1995-96 issued by the Assistant Commissioner, Bangalore South Sub-Division, and subsequently renewed vide the Order dated 29.04.2009 in No.ALN (A) (S) CR 02/08-09, passed by the Special Deputy Commissioner, Bangalore Division, Bangalore, situated at Sarjapura Village, Sarjapura Hobli, Anekal Taluk, Bangalore Urban District, having purchased the same vide the Deed of Sale dated 25.07.2009, registered as Document No.SRJ-1-00773-2009-10, stored in CD No.SRJD 25, Book I, registered before the office of the Sub-Registrar, Sarjapura, Bangalore, executed by M/s.Prestige Valley View Estates Private Limited, for valuable consideration.

WHEREAS, eversince the date of purchase M/s.Citilights Estates Private Limited, was is in peaceful possession and enjoyment of the same and the property falling within the limits of the Sarjapura Gram Panchayat, the Vendor/Party of the First Part has got the Khatha of the Property registered in its name.

WHEREAS, M/s.Citilights Estates Private Limited, is developing the residentially converted lands situated at Sarjapura and Chikkadunnasandra Villages, Sarjapura Hobli, Anekal Taluk, in all measuring about 88 Acres 35.8 Guntas including Survey Number 504/3 and 505 (hereinafter referred to as the Larger Property) by formation of a Residential layout of various sites of various dimensions and the Vendor/Party of the First Part has also secured a draft layout plan approval in No.APA/LAO/36/2008-09 dated 11.09.2009, which consists of internal roads, pathways, parks and open spaces, etc.,

WHEREAS, M/s.Citilights Estates Private Limited, had also executed a registered Relinquishment Deed dated 05.09.2009, registered as Document No.SRJ-1-01264-2009-10, stored in CD No.SRJD 26, Book I, registered before the office of the Sub-Registrar, Sarjapura, relinquishing the internal

roads, pathways, parks and open spaces in favour of the Town Planning Member, Anekal Planning Authority, Anekal.

WHEREAS, M/s.Citilights Estates Private Limited, had also executed a registered Relinquishment Deed dated 05.09.2009, registered as Document No.SRJ-1-01264-2009-10, stored in CD No.SRJD 26, Book I, registered before the office of the Sub-Registrar, Sarjapura, Anekal, relinquishing the internal roads, pathways, parks and open spaces in favour of the Town Planning Member, Anekal Planning Authority, Anekal, and subsequently have also executed a Modified Relinquishment Deed dated 27.12.2019, registered as Document No.ABL-1-06790-2019-20, stored in CD No.ABLD 591, Book I, registered before the office of the Sub-Registrar, Attibele, Anekal Taluk, Bangalore, in favour of the Member Secretary, Anekal Planning Authority, and had also executed a Modified Relinquishment Deed dated 31.12.2019, registered as Document No.ABL-1-06809-2019-20, stored in CD No.ABLD 592, Book I, registered before the office of the Sub-Registrar, Attibele, Anekal Taluk, Bangalore, in favour of the Panchayat Development Officer, Yamare Grampanchayat

WHEREAS, M/s.Citilights Estates Private Limited, had also executed a registered Modified Relinquishment Deed dated 31.12.2019, registered as Document No.ABL-1-06813-2019-20, stored in CD No.ABLD 592, Book I, registered before the office of the Sub-Registrar, Attibele, Anekal Taluk, Bangalore, in favour of Panchayat Development Officer, Sarjapura Gram Panchayat, in respect of the larger property including the converted land bearing Sy.No.504/3, 505.

WHEREAS, M/s.Citilights Estates Private Limited, has also secured a revised approval dated 20.01.2020, in No.APA/LAO/36/2008-09/3405, and also a revised Layout Release Certificate dated 20.01.2020, in No.APA/LAO/36/2008-09_1, both from the Anekal Planning Authority.

WHEREAS, M/s.Citilights Estates Private Limited, had sold the Schedule 'A' Property in favour of the Owner/Developer as mentioned earlier.

WHEREAS the Owner who is also a Developer is desirous of subjecting the **Schedule 'A' Property** for Development by construction of Multistoried Apartment Building.

WHEREAS the Schedule 'A' Property comes within the administrative jurisdiction of the Bruhat Bangalore Mahanagara Palike and the OWNER/DEVELOPER has obtained the sanctioned plan for the construction of a Multistoried residential Building known as 'BHAVYA DAZZLE' under

an integrated scheme of construction, from the Anekal Planning Authority vide LP No.APA/CC/225/2020-21, dated 11/10/2021;

WHEREAS the Vendor/Developer evolved a scheme of ownership of Residential Apartments in Schedule 'A' Property, any person desirous of owning an apartment in the Project can purchase the proportionate undivided share, right, title and interest in the Schedule 'A' Property from the Vendor and such buyer by virtue of agreeing to purchase the undivided interest in the Schedule 'A' Property will get a right to construct the apartment only through the Vendor and upon conveyance of the undivided share in the Schedule 'A' Property, the buyer will perfect his/her/their title over the apartment got constructed. Upon such sale in the overall scheme, the entire Schedule 'A' Property will be jointly owned and held by the owners of the apartments through an Association and each of them having a definite undivided share in the Schedule 'A' Property and absolute ownership to the respective Apartments with right to use in common with others, all the common areas, amenities and facilities, within the Schedule 'A' Property. as described above forms the basis of sale and ownership of the Apartments in Project.

WHEREAS 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;

WHEREAS 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:

WHEREAS in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Allottee/Purchaser hereby agrees to purchase the Apartment and the allotted covered car parking space morefully described hereinabove

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 Developer agrees to sell to the Allottee/Purchaer and the Allottee/Purchaser hereby agrees to purchase, the apartment as detailed hereinabove.
- 1.2 The Total Price for the Apartment based on the carpet area is Rs.

 (Rupees only) ("Total Price")

REAL ESTATE PROJECT: BHAVYA DAZZLE

SL NO				
1	APARTMENT		FLOOR	ВНК
	Super Built Up Area of the			
2	Apartment	sq ft		
3	Carpet Area of the Apartment	sq ft		

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Developer towards the Apartment. For the purpose of this Agreement, the Booking amount is considered as 10% of the total sale consideration of the Apartment, irrespective of the amount paid by the Allottee at the time of booking.
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Developer by way of Goods and Service Tax (GST) and / or any other taxes by whatever name called imposed on the consideration paid/payable under this Agreement, 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:

- (iii) The Purchaser shall be liable to deduct TDS @ 1% on the sale price payable.
- (iv) Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee/purchaser to the developer shall be increased/reduced based on such change / modification:
- (v) 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/purchaser;
- (vi) The Total Price of Apartment payable includes price of land, construction price, construction of (not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical circuit system to the apartment, lift, water line and plumbing, finishing with paint, flooring doors, windows, maintenance charges 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/Purchaser 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 Developer undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Developer 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)/Purchaser/s shall make the payment without any delay
- 1.5 It is agreed that the Developer 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 **Annexure-I & II** (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/Purchaser as per the provisions of the Act. Provided that the Developer may make such minor additions or alterations as may be required by the Allottee/Purchaser, or such minor changes or alterations as per the provisions of the Act.

The Developer agrees and acknowledges, that the Allottee/Purchaser shall have the right to the Apartment as mentioned below:

- (i) The Allottee/Purchaser shall have exclusive ownership of the Apartment
- (ii) The Allottee/Purchaser shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee/Purchaser in the Common Areas is undivided and cannot be divided or separated, the Allottee/Purchaser shall use the Common Areas along with other occupants/other owners without causing any inconvenience or hindrance to them. It is clarified that the Developer shall hand over the common areas to the association of allottees/purchasers after duly obtaining the completion certificate i.e., Occupancy Certificate from the competent authority as provided in the Karnataka Apartment ownership Act 1972;
- (iii) The Total Price of the Apartment is payable is made up of the following
- a. Land Charges Consideration
- b. Construction Charges Consideration (which can provide the cost of exclusive terraces, exclusive balcony, car park, exclusive garden areas, etc.,)
- c. Charges for external development as per specification
- d. Charges for internal development as per specification
- e. Common area maintenance charges for Six months
- f. Charges towards electricity circuit system, transformer, cable draw to the project /building.
- g. BWSSB charges are not being collected and if the same is provided by the service provider, the Allotte/Purchasers shall be liable to pay the same on receipt of demand from the service provider.
- h. The Allottee/Purchaser 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 Developer
- 1.8 It is made clear by the Developer and the Allottee/Purchaser agrees that the Apartment along with the 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/Purchaser. It is clarified that the Project's facilities and amenities shall be available only for use and enjoyment of the Allottees/Purchasers in the Project.

1.9 The Developer agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees/Purchasers, which it has collected from the Allottees/Purchasers, for the payment of outgoings (which means land cost, ground rent, municipal or other local taxes or electricity, maintenance charges (as collected and not spent), 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 Developer 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 Developer agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.10	The Allottee	has paid a	sum of Rs	(Rupees)
	llows:	-		\ 	

a. A	sum	of	Rs			./-	(Rupe	ees				Onl	y)	vide	che	eque
bearing	No			,	dated				,	drawn	on	the			. B	ank,
	E	3ran	ch,	Bang	alore;											

b.	A	sum of Rs.		/- (Rupees				Only) vide	cheque
beari	ng	No	, dated		,	drawn	on	the .		Bank,
		Branch,	Bangalore;							

as booking amount being part payment towards the Total Price of the Apartment at the time of application, the receipt of which the Developer hereby acknowledges and the Allottee/Purchaser hereby agrees to pay the remaining price of the Apartment in the following manner:

PARTICULARS	
At the time of Agreement including	20%
booking amount	
Completion of Basement Slab	10%
Completion of Ground	10%
floor Slab	
Completion of First	10%
floor Slab	
Completion of third floor Slab	10%
Completion of Fifth floor Slab	10%
Completion of Seventh floor Slab	10%

Completion of brick work for res	pective	8%
flat		
Completion of tiles work for resp	pective flat	7%
At the time of		5%
Registration		
	TOTAL	100%

Provided that if the allottee/purchaser delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Act and Rules.

2. **MODE OF PAYMENT:**

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 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 Developer with such permission, approvals which would enable the Developer to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The 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 Developer accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee/Purchaser shall keep the Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the

same in writing to the Purchaser immediately and comply with necessary formalities if any under the applicable laws. The Developer shall not be responsible towards any third party making payment/remittances on behalf of any Allottee/Purchaser and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Developer shall be issuing the payment receipts in favour of the Allottee/Purchaser only.

4. ADJUSTMENT / APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

The Developer shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Apartment to the Allottee/Purchaser and the common areas to the association of allottees/purchasers or the competent authority, as the case may be. The Allottee/Purchaser shall abide by the time schedule provided in the Payment Plan in terms of the Agreements for the payment of all the installments, which will enable the time completion of the Project by the Developer.

6. CONSTRUCTION OF THE PROJECT/ APARTMENT:

The Allottee/Purchaser has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the Floor Plan (as Annexed at Annexure-I herein), payment plan and the specifications (as Annexed at Annexure-II herein) amenities and facilities which has been approved by the competent authority, as represented by the Developer. The Developer 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 Developer undertakes to strictly abide by such plans approved by the competent Authorities 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 Developer shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT:

Schedule for possession of the said Apartment - The Developer agrees and understands that timely delivery of possession of the Apartment to the allottee/purchaser and the common areas to the association of allottees/purchaser or the competent authority, as the case may be, is the essence of the Agreement. The Developer assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place on or before

31/12/2025 with SIX Months Grace Period, 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/Purchaser agrees and confirms that the Developer shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee/Purchaser agrees and confirms that, in the event it becomes impossible for the Developer to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Developer shall refund to the Allottee/Purchaser the entire amount save and except the taxes and other governmental dues received by the Developer from the allotment within 60 days from that date of registration of the cancellation of this Agreement. The Developer shall intimate the allottee/purchaser about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee/Purchaser, the Allottee/Purchaser agrees that he/ she shall not have any rights, claims etc. against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

Procedure for taking possession - The Developer upon obtaining the occupancy certificate from the competent authority and on receiving all the amounts, shall offer in writing the possession of the Apartment, to the Allottee/Purchaser 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/purchaser shall be carried out by the Developer within 3 months from the date of issue of occupancy certificate. The Developer agrees and undertakes to indemnify the Allottee/Purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Developer. The Allottee/Purchaser after taking possession, agree(s) to pay the maintenance charges as determined by the Developer/association of allottees, as the case may be after the issuance of the completion certificate for the project. The Developer shall hand over the Copy of the Occupancy Certificate of the Apartment to the allottee at the time of conveyance of the same.

Failure of Allottee to take Possession of Apartment - Upon receiving a written intimation from the Developer, the Allottee/Purchaser shall take possession of the Apartment from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the Apartment to the allottee/purchaser. In case the Allottee/Purchaser fails to take possession within the time, such Allottee/Purchaser shall continue to be liable to pay maintenance charges and any other charges or cost incurred by the Promoter.

Possession by the Allottee - After obtaining the occupancy certificate and handing over physical possession of the Apartment to the

Allottees/Purchaser, it shall be the responsibility of the Developer to hand over the necessary documents and plans, including common areas, to the association of Allottees/Purchasers or the competent authority, as the case may be, as per the local laws. Provided that, in the absence of any local law, the Developer shall handover the necessary documents and plans, including common areas, to the association of allottees/purchasers or the competent authority, as the case may be, within thirty days after obtaining the occupancy certificate.

Cancellation by Allottee/Purchaser - The Allottee/Purchaser shall have the right to cancel/withdraw his allotment in the Project as provided in the Act, Provided that where the allottee/purchaser proposes to cancel/withdraw from the project without any fault of the Developer, the Developer herein is entitled and the Allottee/Purchaser shall forfeit/forego in favour of the Developer the Booking Amount and the Developer shall not be liable to refund any statutory payment received from the Allottee/Purchaser and / or any liquidated damages agreed to between the parties contractually. The balance amount of money paid by the allottee shall be returned by the Developer to the allottee/purchaser within 180 days of such cancellation, subject to the allottee/purchaser having executed such documents as may be necessary

Compensation -

The Developer shall compensate the Allottee/Purchaser 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.

a) Except for occurrence of a Force Majeure event, if the Developer fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed; 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 Developer shall be liable, on demand to the allottees, in case the Allottee/Purchaser wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 60 days of it becoming due. Provided that where if the Allottee does not intend to withdraw from the Project, the Developer 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 Developer to the allottee within 60 days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER:

The Developer hereby represents and warrants to the Allottee/Purchaser as

follows:

- (i) The Developer 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 Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) 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 Developer 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;
- (iv) The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/Purchaser created herein, may prejudicially be affected;
- (v) The Developer has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (vi) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Apartment to the Allottee/Purchaser in the manner contemplated in this Agreement;
- (vii) At the time of execution of the conveyance deed the Developer 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;
- (viii) 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;
- (ix) The Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the Occupancy Certificate has been issued
- (x) 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 Developer in respect of the said Land and/or the Project.

- (xi) The Purchaser/s/ Allottee/s shall get the Khata transferred in respect of Schedule C Property at their cost and responsibility.
- 9. EVENTS OF DEFAULTS AND CONSEQUENCES:
 - **9.1**Subject to the Force Majeure clause, the Developer shall be considered under a condition of Default, in the following events:
 - (i) Developer fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority and for which Occupancy Certificate has not been issued by the competent authority.
 - (ii) Discontinuance of the Developer 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.
 - 9.2In case of Default by Developer under the conditions listed above, Allottee is entitled to the following:
 - (i) Stop making further payments to Developer as demanded by the Promoter. If the Allottee/Purchaser stops making payments, the Developer 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 Developer 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 60 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 Developer to the allottee within 60 days of it becoming due.

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

In case of Default by the Allottee of any of the instalments under the Payment Plan, the Developer shall notify of such default and call upon the Allottee to pay within 15 days of such instalment along with interest payable. If the Allottee fails to make the payment, the Developer will either have the right to terminate this Agreement by giving 30 days notice or continue the agreement with the Allottee and in such case the Allottee shall be liable to pay interest as provided under the Act / Rules on such instalments. In the event of termination of the Agreement as above, the Developer shall be entitled to deduct the amounts as provided under Clause 7.5 above.

9.4LOAN

- a) Notwithstanding whether the Loan is obtained or not, the Allottee shall still be primarily liable to pay to the Developer on the due dates the relevant installments and all other sums due to the Developer and in the event if there is any delay and/or default is made in payment of such amount/s, the Allottee shall be liable to the consequences including payment of interest on the outstanding payments as provided in this Agreement
- b) If the Allottee fails to obtain the Loan for any reasons whatsoever, the Developer shall not in any way be liable to the Allottee for any loss damage, cost or expense howsoever arising or incurred and such failure to obtain the loan shall not be a ground for any delay in the payment or for any non-payment on due dates of any amounts set out in this agreement.
- c) In the event of the Allottee sanctioned with Loan from any financial company, bank and or institution, it is the sole responsibility of the Allottee to pay regularly the EMIs / Pre EMIs and on any default by the Allottee in repayment of loan installments during the subsistence of this Agreement and consequence thereof, such Banks, Financial Institutions, Companies recalls the loan, then the Allottee authorized and empowers the Developer to directly repay the amount disbursed by the such Banks, Financial Institutions, Companies by deducting the amounts specified in Clause 7.1 above. The Allottee further agrees and confirms that, on such repayment of the amount to the said Banks, Financial Institutions or Companies as the case may be, this Agreement / Booking shall stand terminated / cancelled automatically without further notice to the Allottee and the Developer shall be entitled to deal with the Apartment with third party purchasers without further reference to the Allottee.

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 undivided share in the Common Areas within 3 months from the date of

issuance of the occupancy certificate 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 Developer 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 Developer to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Developer is made by the Allottee. In case there is an increase in the guideline valuation of the Apartment due to which the Developer suffers any additional tax, the Allottee shall also be liable to pay such increased tax

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

The Developer 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 occupancy certificate of the project. The cost of such maintenance has been included in the Total Price of the Apartment. However, the Allottee agrees and confirms the taking over of the management and maintenance of the common areas by the owners association / association of the allottees shall not be delayed for more than 12 months from the date of issuance of Occupancy Certificate from the competent authority.

12.DEFECT LIABILITY:

- The Developer shall rectify any structural defects with respect to (I) the Apartment (normal wear and tear is exempted), which shall not be as the result of any commission or omission of the Allottee, any damages caused due to the acts of god or natural calamities or fire accidents, any wilful or accidental damages caused, any damages caused due to tampering by the Allottee, any product that has been installed by the Developer brought to the notice of the Developer from the date of intimidating the readiness to handover the Apartment and thereafter no claim shall be entertained against the Developer in respect of any alleged defective work in the Apartment and or Project under any circumstances. The above liability of the Developer shall be restricted only to rectify / repair the above defects and any consequential damages will not be covered under the Agreement. Structural defects shall not include plastering hairline cracks, Third Party warranty or products shall be governed by the terms and conditions provided by the manufacturer of the respective products.
- (II) Notwithstanding anything contained in the above clause the following exclusions are made:

- a. Equipments (lifts, generators, motors, STP, Transformers, etc.,) which carry manufacturers' guarantees for a limited period. Thereafter the Welfare Association / Society shall take annual maintenance contract with the suppliers. The Developer shall transfer manufacturers guarantees / warrantees 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 expansions quotient
- d. The terms of work like painting etc., which are subject to wear and tear
- (III) The Allottees shall maintain the apartments in good and tenable conditions and carry out the internal repairs for the upkeep of the apartments. The Association of the allottee 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 Developer / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking and 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 basements and service areas, if any, as located within the PROJECT SAROJ IRIS' 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 and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

15.GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 15.1.1Subject 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.
- 15.1.2The 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
- 15.1.3The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer 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.
- 15.1.4The Allottee shall not object to the rights of the Sellers/Builder/Promoter in allotting the covered/open car parking spaces for the Schedule 'C' Apartment in the Schedule 'A' property. The decision of the Sellers/Builder/Promoter in this regard shall be final and binding on the Allottee/s
- 15.1.5The parking space earmarked to Allottee/s is for exclusive use and enjoyment by the Allottee/s and the Allottee/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.
- 15.1.6The Allottee/s agree/s that he/she/they shall park their cars/vehicles only at the specific Car Park space specifically allocated to them and not at any other place, around the building.

15.1.7The Allottee/s on allotment of the car parking area, other than use of the same, shall not have any power or authority to transfer the same other than with the apartment. In addition thereto the Allottee/s shall not allow the use of the car parking/s allotted for use and enjoyment of the same by any person who does not own or occupy an apartment in the development in Schedule 'A' Property

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

The Parties are entering into this Agreement for the allotment of a Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

17. ADDITIONAL CONSTRUCTIONS:

The Developer undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, 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 Developer 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 Allottees' unit

18.APARTMENT OWNERSHIP ACT

The Developer has assured the Allottees that the project in its entirety is in accordance with the provisions of the Karnataka Apartment Ownership Act-1972 and Rules-1974. The Developer showing compliance of various laws/regulations as may be applicable.

19.BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Developer does not create a binding obligation on the part of the Developer 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 as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Developer 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 Developer shall serve a notice to the Allottee for rectifying the default, which if not rectified within 20 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 The Developer however shall be entitled to charge a whatsoever.

processing fee on every allotment made as specified in the application letter which the Developer shall not be liable to refund

20.ENTIRE AGREEMENT:

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

RIGHT TO AMEND:

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

 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 Apartment 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. For such assignment to subsequent Allottee, the Developer would be allowed to charge Transfer Fees at its sole discretion

24. WAIVER NOT A LIMITATION TO ENFORCE:

- 24.1 The Developer 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 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 Developer in the case of one Allottee shall not be construed to be a precedent and /or binding on the Developer 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 Developer through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Developer and the Allottee, in Bangalore after the Agreement is duly executed by the Allottee and the Developer 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 Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Developer by Registered Post at their respective addresses specified below:

ADDRESS OF THE ALLOTTEES

ADDRESS OF THE VENDOR/DEVELOPER

It shall be the duty of the Allottee and the Developer to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be

deemed to have been received by the Developer 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 Developer 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, prior to the execution and registration of this Agreement for Sale for such apartment 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.

SCHEDULE 'A' PROPERTY

All that piece and parcel of the vacant undeveloped plot/site being bulk land bearing E-Khatha No.150200102300124872, Khatha No.1269/03, measuring 7646.33 Sq.Mtrs equivalent to 82305 Sq. Feet, formed out of converted lands bearing Survey Number 504/3 AND 505, converted vide the Order dated 19.03.2009, in Official Memorandum bearing No.ALN (AS)SR67/2005-06, passed by the Special Deputy Commissioner, Bangalore Division, Bangalore and Order dated 26.06.1996 in Official Memorandum bearing No.ALN SR (A) 467/1995-96 issued by the Assistant Commissioner, and subsequently renewed vide the Order dated 29.04.2009 in No.ALN(A)(S)CR02/2008-09, passed by the Special Commissioner, Bangalore Division, Bangalore, situated at Sarjapura Village, SarjapuraHobli, AnekalTaluk, Bangalore District, Bangalore, and bounded on the:

East by : Road;

2)

ANNEXURE-I

FLOOR PLAN

ANNEXURE-II PROJECT SPECIFICATIONS

: Specifications:

SPECIFICATIONS FOR RESIDENTIAL APARTMENT SPECIFICATIONS FOR RESIDENTIAL APARTMENT

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STRUCTURE: R.C.C. Framed structure with M-25 Grade concrete and Fe 500 grade TMT Steel, designed as per relevant BIS Codes for Earth Quake Resistance (Seismic Zone-II).

WALLS: External walls with 6" Solid concrete blocks and internal walls with 4" Solid concrete blocks.

PLASTERING: Double coat sponge finish for external walls and internal walls.

DOORS: Teak wood for Main door frame and Sal wood for other Door frames with skin shutters for Doors.

WINDOWS: UPVC windows with mosquito mesh and safety grills.

FLOORING: 600 X 600 Vitrified Tiles flooring with 3" skirting all around. 12" X 12" Anti skid ceramic tiles flooring in Balconies and Toilet.

KITCHEN: 30 mm thick Granite top Kitchen platform with FUTURA stainless steel sink, Glazed tiles dado up to 2'-0" height above platform.

TOILETS: 12" X 12" anti-skid ceramic tiles for flooring and Glazed ceramic tiles dado up to 7'-0". JAGUAR C.P. fittings with PARRYWARE sanitary fixtures.

PLUMBING: Astral Flow Guard CPVC/UPVC Plumbing system.

ELECTRIFICATION: ANCHOR or equivalent concealed copper wiring and modular switches with adequate light, fan, geyser and power points, Provision for AC in all bed rooms, 3 KV power supply to each two BHK flat and 5 KV power supply to each three BHK.

PAINTING: Asian Premium Plastic emulsion over Birla Care wall putty for internal walls,

Exterior emulsion paint for external walls, Enamel paint/polish for doors.

WATER SUPPLY: Adequate usage water supply through bore well only.

COMMUNICATION: Telephone and DTH Points in Master Bedroom and living room, Intercom and Ethernet cabling in living room.

LIFT: 8 Passenger Capacity Kone Automatic Lift.

SECURITY: CCTV Surveillance in Basement and Ground floor Areas.

GENERATOR: 1 KVA Generator power backup for each flat.

OTHER AMENITIES: Swimming pool,

Multipurpose hall,

Well Equipped Gym,

Children's Play area,

Acoustically enclosed Generator Power Backup for Lift

and Common Facilities.

Ample covered Car Parking.

STP.

Rain water Harvesting.