

## **AGREEMENT FOR SALE**

This Agreement for Sale ("**Agreement**") executed on this \_\_\_\_day of December, 2023, (...12-2023).

### **By and Between**

**1.Sri. RAJAPPA,**

Aged about 44 Years,

S/o Appajappa,

**AADHAAR CARD NO: 8673 3864 6888**

**2.Smt. ARUNA.P**

Aged about 36 Years

W/o Sri.Rajappa

**Aadhaar Card No: 8531 7069 6068**

**3.Sri. MADAN.R**

Aged about 17 Years

S/o Sri.Rajappa

**Aadhaar Card No: 9131 9385 1208**

**4.Sri. RAHUL.R**

Aged about 14 Years

S/o Sri.Rajappa

**Aadhaar Card No: 3425 6543 9647**

Sl No.3 & 4 are being Minors Represented by their Father/ Natural Guardian **Sri. RAJAPPA.**

All are Residing at : No.26/1, Madhura Nagar, 3<sup>rd</sup> Stage, Gullikaipura, Bangalore-560087.

**Rep., by their General Power of Attorney holder :**

**M/S SRI JAGATI PROPERTIES,**

A registered Partnership Firm having it's office at: #5/5, Khata No.309, 1st Floor, B Block, VMR Complex, Thubarahalli, Kundalahalli Gate, Bangalore - 560 066. PAN No: AEVFS7550J.

**Represented by it's Managing Partners**

**1. MR.MARAM NAGARJUNA REDDY**

S/o Sri.Ramabrahma Reddy, Aged about 40 years

**2. MR. VAKA NAGI REDDY,**

S/o Jalireddy Vaka, Aged about 57 years

Hereinafter called the “**Owner/s**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/their heirs, executors, administrators, assignees)

**M/S SRI JAGATI PROPERTIES,**

A registered Partnership Firm having its office at: #5/5, Khata No.309, 1st Floor, B Block, VMR Complex, Thubarahalli, Kundalahalli Gate, Bangalore - 560 066. PAN No: AEVFS7550J.

**Represented by its Managing Partners**

**1. MR.MARAM NAGARJUNA REDDY**

S/o Sri.Ramabrahma Reddy, Aged about 40 years

**Aadhar No.8426 5954 2312.**

**2.MR. VAKA NAGI REDDY,**

S/o Jalireddy Vaka, Aged about 57 years

**Aadhar No.3696 7938 7588**

Hereinafter referred to as the “**Promoter/Developer/Conforming party**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

**AND**

**1) Mr..-----,**

Aged about --- Years.,

S/o.....

**Aadhar no. ....**

**PAN.....**

residing at .....

.....

**2) Mrs..-----,**

Aged about --- Years.,

W/o.....

**Aadhar no. ....**

**PAN.....**

residing at .....

.....

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

The Promoter and Allottee shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

### **DEFINITIONS and RULES OF INTERPRETATION:**

**Force Majeure Event** shall mean any act of God, such as flood, earthquake, storm, volcano, and other causes such as strikes, war, sabotage, terrorist attacks, labour unrest, civil unrest, outbreak of epidemic, delays attributable to actions/omissions of Government Authority, change of Law, any order of a court or tribunal, etc. beyond the reasonable control of the Promoter, which event/s or circumstance/s cannot by exercise of reasonable diligence be prevented or cause to be prevented, and which adversely affect the Promoter’s performance of their duties or obligations under this Agreement;

**Taxes and Levies** shall mean taxation, duties, levies like Vat, Service Tax / Goods and Services Tax (GST), Improvement charges etc, together with any interest, penalties, surcharges or fines relating thereto, due, payable, levied, imposed upon or claimed to be owed in any relevant jurisdiction.

**Government Authority / Governmental Agency** shall mean any national, state, provincial, local, municipal or similar government, governmental, regulatory or administrative authority, branch, agency, any statutory body or commission or any non-governmental regulatory or administrative authority, body or other organization to the extent that the rules, regulations and standards, requirements, procedures or orders of such authority, body or other organization have the force of Law or any court, tribunal, arbitral or judicial body;

This Agreement will be interpreted in accordance with the settled canons of interpretation of contracts subject to the following:-

- a. The Act means the Real Estate (Regulation and Development) Act, 2016 as amended.
- b. The Rules means “ Karnataka Real Estate (Regulation and Development) Rules, 2016 and such other rules framed by the Government of Karnataka.
- c. Words importing one gender will be construed as importing any other gender.
- d. Words importing the singular include the plural and vice versa.

- e. References to persons mean and include natural and artificial persons like bodies corporate and vice versa.
- f. Save where the context otherwise requires, all obligations given or undertaken by more than one person in the same capacity are given or undertaken by them jointly or severally.
- g. The division of this Agreement into Clauses and Schedules and insertion of headings in this Agreement are only for ease of reference and convenience and will not impact the construction or interpretation of any provision of this Agreement.

**WHEREAS** the **Sri. RAJAPPA** the absolute Owner of Converted land bearing Sy No. 26/1 measuring 1 Acre 34 ½ Guntas (74 and ½ Guntas) out of 3 Acres 08.12 Guntas (converted from agricultural to non agricultural residential purpose vide order No.490840, dated 03-04-2023 issued by Dy Commissioner, Bangalore Rural) situated at Gullakayipura Village, Anugondanahalli Hobli, Hoskote Taluk Bangalore Rural district Bangalore which is more fully described in the Schedule hereunder and hereinafter referred to as Schedule Property.

**WHEREAS**, Sri.Rajappa acquired the land bearing Sy No.26/1 measuring 3 Acres 19.1/4 Guntas and 01.1/4 Guntas Kharab land under a registered Partition deed Doc No.HSK-1-05123/2018-19, dated 14-09-2018, stored in CD No.HSKD656, registered before the office of the Sub-Registrar Hoskote Bangalore.

**WHEREAS** the Owners entered in to a Joint Development agreement registered as Doc No: HSK-1-12033/2022-23, dated 25-11-2022, stored in CD No.HSKD1696, registered before the office of the Sub-Registrar Hoskote Bangalore, with the Developer **M/S SRI JAGATI PROPERTIES** to develop the Schedule Property and the Owners are entitled to **38%** of the Super build up area/Carpet area along with proportionate share in the common areas and car parking and the Developers are entitled to **62%** of un divided right title and interest in the Schedule 'A' Property along with the Super built up area/Carpet area, proportionate share in the common areas and car parking.

WHEREAS as per the sharing agreement entered between the Owners and developers, **Flat No: ....., Block-D, .....** Facing having **..... Sq. ft.** of super built up area was allotted to the share of Developers along with many other flats and the Developer is authorized under the General Power of Attorney registered as Doc No: HSK-4-00598/2022-23, dated 25-11-2022, stored in CD No.HSKD1696, registered before the office of the Sub-Registrar Hoskote Bangalore, to sell Developers share of Flats along with undivided interest in the land.

WHEREAS thus **M/S SRI JAGATI PROPERTIES** entitled to develop and exploit the Schedule Property by constructing an apartment building “.....” and to sell the Flats constructed thereon (super built up area) to the intending purchasers together with proportionate undivided right, title and interest in the said land.

WHEREAS the Promoter has obtained the sanction plan for development of Schedule Property vide **LP.No:.....** for constructing residential apartment on the Schedule Property and the sanction is accorded by the Director, Town Planning, **BMRDA/ Hosakote Planning Authority**, and the said authority has permitted the Promoter to construct **1 Basement, 1 Ground + 10** Floor only.

**WHEREAS**, the SCHEDULE PROPERTY is earmarked for the purpose of building a residential project, comprising **1 Basement, 1 Ground + 10** and the said project shall be known as ‘.....’.(“**Project**”)

**WHEREAS**, 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.

**WHEREAS**, the ..... has granted the commencement certificate to develop the Project vide approval **dated** ..... **bearing Registration no.** .....

**WHEREAS**, the Promoter has obtained the Sanctioned Plan, Specifications and approvals for the Project and also for the Residential apartment, as the case may be from **BMRDA/ Hosakote Planning Authority**. 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;

**WHEREAS**, the Plan Sanction was issued by the authorities concerned basing on the land available physically or as per the conversion order whichever is lower and accordingly the undivided right title and interest in the Schedule 'A' Property was allotted to the Allottees/ Prospective purchasers.

**WHEREAS**, the Promoter has registered the Project under the provisions of the Act with the Karnataka Real Estate Regulatory

Authority **at Bangalore** **dated .....** **and bearing**  
**Registration no. PRM/KA/RERA/.....**

**WHEREAS**, the Allottee had booked for an Apartment/Flat in the Project and has been allotted **Apartment /Flat no.** \_\_\_\_\_, having carpet area of \_\_\_\_\_ **Sq Feet**, ..... **Sq feet** of Super built-up area, \_\_\_\_\_, Bedroom, on \_\_\_\_\_ **floor** along with .....**Car** parking and 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 Residential apartment is annexed hereto and marked as Schedule B.

**WHEREAS**, the Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

**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;

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 garage/closed parking;

**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 /Flat no.** \_\_\_\_\_, having carpet area of \_\_\_\_\_ **Sq Feet**, ..... **Sq feet** of Super built-up area, \_\_\_\_\_, Bedroom, on \_\_\_\_\_ **floor** along with .....**Car** parking **no.** \_\_\_\_\_, in the **stilt** floor more particularly described in Schedule A and .....**sq ft** of undivided interest in the schedule property more particularly described in Schedule B and Parties agree that the promoter shall execute necessary deeds and

documents in favour of the Allottee and or the Society / Authorities concerned.

**1.2 The Total Sale Consideration for the Schedule 'A' Property is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only:**

**Construction Cost:-**

**Sale consideration Cost:-**

**Car parking :-**

**GST:-**

**TOTAL COST-**

**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 the charges/deposits payable to **B.W.S.S.B., Bescom/KEB(Electricity)** payable by the allottee to the promoter
- (iii) The Total Price above excludes Taxes(consisting of VAT, Service Tax and any other similar taxes like GST etc) which may be levied in connection with the Schedule 'A' and 'B' Properties.
- (iv) Provided that in case there is any change / modification in the taxes like GST and deposits payable to **B.W.S.S.B., Bescom/KEB(Electricity)** payable by the allottee to the promoter shall be increased/reduced based on such change / modification;
- (v) The total price above **excludes the Registration fees ,stamp duty and TDS**(if applicable on the sale consideration) of the Schedule 'A' & 'B' Properties. Advance payment of **common maintenance for 6 months & CORPUS FUND (If applicable)** are payable at the time of Registration.

**1.3 EXECUTION OF SALE DEED, STAMP DUTY, FEES ETC:**

a) The Allottee/s shall borne the cost of stamp duty and registration fee payable on this agreement and will also pay all applicable taxes including the prescribed TDS, if applicable, on the Sale Consideration of Schedule 'A' Property in respect of conveyance of Carpet area/Super builtup area\_in favour of Allottee and Schedule 'B' Property in favour of the Allottee / Association of Allottees (as defined hereunder to be

executed in favor of the Allottee/S / Association of allottees); and on production of the evidence of the aforesaid said payment/s the sale deed shall be registered.

b) The Promoter agrees to execute Sale Deed on compliance of the terms and payment of all sums mentioned herein and sale will be in terms of the Act, Rules thereunder and subject to terms of this agreement and in accordance with the time lines stipulated in this Agreement subject to delays for reasons constituting events relating to force majeure. The Allottee/s agree/s not to claim conveyance or possession till compliance of the Agreement. The Parties hereto shall co-operate with each other for registration of the Sale Deed in pursuance of this agreement .

c) The stamp duty, registration charges, prevailing at the time of registration of sale deed, legal costs and expenses and all other miscellaneous and incidental expenses for execution and registration of Sale Deed including the Stamp Duty and Registration Fee that may be demanded by The Special Deputy Commissioner/District Registrar for Detection of Under Valuation of Stamps and other Authorities shall be borne by the Allottee/s. In the event of the Sale Deed being referred to the authorities for adjudication of stamp duty and/or valuation of the Schedule 'A' Property and/or Schedule 'B' , it is the responsibility of the Allottee/s to attend to the same at his/her/their cost and secure release of the Sale Deed. The Promoter has/have no liability in respect thereto.

d) The Allottee/s shall be solely responsible to deduct taxes at source at such rate, presently 1 (one) per cent on the Total Consideration, as required under section 194IA of the Income-tax Act, 1961 ("**the IT Act**") for each of the payments made towards the Total Consideration and comply with the provisions of the IT Act. The Allottee/s also undertake/s to issue a certificate of deduction of tax in Form 16B to the Promoter.

**e) The Allottee/s agrees to pay advance payment of common maintenance for 6 months & CORPUS FUND (If applicable) at the time of Registration.**

1.4 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, any change / modification in the taxes like GST, and the Registration fee etc., which the Allottee shall pay as per Clause 1.2 above. 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, etc., 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.

1.5 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C (“Payment Plan”)**. The Allottee/s shall not be entitled to question the cost at which the Promoter sell remaining undivided share or cost of construction of other apartments in the **Project** for others and the quantum of deposits and other sums referred to above. The Promoter shall be free to determine and agree upon the cost of sale, construction, payment of other sums and specifications for others. The Allottee/s shall have no right to question the same.

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 therein in respect of the apartment, plot or building. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

1.7 The Promoter shall confirm 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 any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified 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 allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate as agreed in **Clause 1.2 of this Agreement**.

1.8 Subject to Clause 12.3 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 the right to use 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. Further, the right of the Allottee to use the

Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable.

(iii) The Common Amenities and Facilities and the Common Areas will be developed by Promoter in terms of Specifications and are to be maintained by all the Owners/Allottee's of the "**Project**" in common irrespective of the location of such Common Area and the Common Amenities and Facilities in the "**Project**".

(iv) That the Common Area of the "**Project**" are subject to modifications thereto depending upon the technical feasibility and for the betterment of the "**Project**".

(v) That the computation of the price of the Apartment includes recovery of price of land, construction of the Apartment, cost of getting all the Government related plan approvals & Noc's from the relevant departments , cost of Infrastructure development charges, taxes, cost of common areas, cost of providing mentioned services, amenities and facilities excluding BWSSB charges.

1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment along with covered car 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 ground rent, municipal or other local taxes, charges for electricity, 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.

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/booking the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartments prescribed in the Payment Plan 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 for which is payable, he shall be liable to pay interest at the rate specified in the Rules and fails to make payments within 30 days (Thirty days) from the date of demand at the option of the promoter he can cancel the agreement and shall return the advance amount received without interest within 45 days from the date of execution of cancellation/deed.

#### 1.12 RIGHT TO ASSIGNMENT :

The Allottee shall not have the right in any way to assign or transfer his/her/their interest under this Agreement and the Agreement to Sell without the prior written consent of the Promoter and the Promoter is not obligated to give any consent for assignment as this contract is exclusive in nature. However, if Promoter consents, the Promoter shall be entitled to collect from the Purchaser administrative charges/transfer fee of **Rs. 250 per sq ft** of carpet area at the time of transfer of the rights under this Agreement and Agreement to Sell referred to above.

### **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 demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/ c Payee cheque/demand draft or online payment (as applicable) in favour of **'M/S SRI JAGATI PROPERTIES payable at Bangalore, account no : ..... , IFSC: ....., ..... bank Of ....., 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 and 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 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 shall 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 this regard. 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.LOAN:**

i) If the Allottee/s is/are desirous of obtaining a loan to finance the payments of the construction of the said apartment, the Allottee/s shall at his/her/their own cost, expense, apply for such loan (hereinafter called 'the Loan') from a bank, housing finance developer, housing finance society or a financial institution (hereinafter called "**the Financier:**") associated with the Promoter and execute all necessary forms and documents and allottee will pay all fees, legal costs, stamp duty expenses, etc., in respect thereof.

ii) The Allottee/s undertake/s to do all acts, things and take all steps that are required to get the loan amount disbursed and paid to the Promoter without any delay and in the manner mentioned in this agreement.

iii) Notwithstanding whether the loan is obtained or not from the Financier, the Allottee/s shall still be primarily liable to pay to the Promoter as per the payment schedule, the relevant installments and all other sums due under this Agreement and in the event of any delay and/or default in payment of such amount/s, the Allottee/s shall be liable to the consequences including payment of interest on the outstanding payments as provided in this Agreement.

iv) If the Allottee/s fail/s to obtain the Loan for any reasons whatsoever from the Financier, the Promoter shall not in any way be liable to the Allottee/s 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.

v) The Allottee/s shall indemnify and keep the Promoter, indemnified and harmless against the payments and observance and performance of all the covenants and conditions and any loss, damage or liability that may arise due to non-payment, non-observance or non-performance of the said covenants and conditions by the Allottee/s as mentioned in the Agreement.

vi) The Allottee/s shall be liable for the due and proper performance of all the terms and conditions of loan documents.

#### **5.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, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

#### **6.COMPLETION OF THE PROJECT:**

i) That in the absence of conditions relating to force majeure and/or breach by the Allottee/s in compliance of the obligations under this Agreement, the Promoter will complete construction of the “**Project**” within **36 (Thirty SIX) months with an additional time of 6 (six) months** grace period (“**Completion Period**”). It is clarified, the Completion Period is the actual duration required for completion of construction of the Project and is independent of the Completion Date. 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”)**.

ii) Provided, however, the Promoter shall not be liable if they are unable to complete the “**Project**” and/or the Schedule ‘A’ Apartment and deliver possession by the Completion Date by reason of force majeure conditions and in such circumstances the Promoter shall be entitled to extension of the Completion Period for completing and handing over possession of the apartment and common areas by such time as the Promoter may inform the Allottee/s in writing and the monies till then paid by the Allottee/s under this Agreement shall not be refunded or be entitled to any interest.

#### **7.CONSTRUCTION OF THE PROJECT/ APARTMENT:**

i) The Allottee has seen the specifications of the Apartment and accepted the Payment Plan, floor plans 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 floor plans and specifications. 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 authorities concerned 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.

ii) It is made clear that many of the materials used in development of Schedule Property including in Schedule 'A' Unit includes granite, wood, etc., and are natural materials and are subject to variations in tone, grain, texture, colour and other aesthetic features, which are beyond the control of the Promoter and while the Promoter agrees to use the quality materials available, it is unable to assure that the materials used in the Specifications would exactly match the samples shown with regard to said features. Similarly manufacturing materials such as ceramic/vitrified tiles, anodized/powder coated aluminum, sanitary ware, etc, are subject to colour variations and warping due to the inherent manufacturing process and hence the finished product may have colour variations which are again beyond the control of the Promoter. The Promoter would be relying upon the manufacturers and suppliers for its raw materials, such as marble, granite, timber, tiles, aluminum, sanitary ware, etc., There is possibility that the materials specified and shown as samples may not be available at the time of construction and in such an event, the Promoter reserves the right to substitute with equivalent alternative.

## **8.POSSESSION OF THE APARTMENT:**

8.1 Schedule for possession of the said Apartment: The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature, delays attributable to actions/omissions of Government Authority, change of Law, any order of a court or tribunal, etc. beyond the reasonable control of the Promoter, which event/s or circumstance/s cannot by exercise of reasonable diligence be prevented or cause to be prevented, and which adversely 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. If there was delay in completing the project and obtaining the occupancy certificate due to delays caused by the authorities concerned in issuing the same and or due to any court order in that event also the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment.

8.2 The Allottee/s shall take possession of the Apartment in Schedule 'A' herein after paying in full all the dues including various deposits mentioned in this Agreement and overdue interest, if any, within 30 (thirty) days from the date of issuance of the notice of completion issued by the Promoter. Provided, however, where the Allottee/s does not come forward to obtain possession in his/her/their favour within timelines as specified herein, the Allottee/s shall be liable to pay the maintenance charges to the Promoter.

8.3 The Promoter shall confirm the final Carpet Area allotted to the Allottee/s 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 Consideration payable for the Carpet Area shall be recalculated upon confirmation by the Builder, if any. If there is any variation in the Carpet Area exceeding the defined limit of 2% (two percent), the total consideration shall be monetarily adjusted at the same rate as provided in this Agreement.

8.4 Failure of Allottee to take Possession of Apartment: Upon receiving a written intimation from the Promoter as per clause 8.2, the Allottee shall take possession of the Apartment from the Promoter by 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 clause 8.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

8.5 The Allottee/s upon taking possession of the Schedule 'A' Apartment, shall be deemed to have accepted that the Schedule 'A' Apartment as fully completed in all respects as per the Specifications and the Allottee/s shall not have any claim against the Promoter/Builder for any items of work in the Schedule 'A' Apartment which may be alleged as not carried out or completed by the Promoter/Builder. This, however, shall not be applicable to any defects reported by the Allottee/s at the time of taking over of the Apartment, which shall be attended to and rectified by the Promoter.

8.6 The Allottee/s shall be liable to bear and pay to the Promoter the following expenses within 15 (fifteen) days after issue of notice by the Promoter to the effect that the Schedule 'A' Property is ready for use and occupation by the Allottee/s, irrespective of whether the Allottee/s takes possession or not:

- Minimum electricity and water demand charges;
- Property taxes in respect of the Schedule 'A' Property and other outgoings and expenses incurred by the Promoter for maintenance of the Schedule 'A' Property; and
- Allottee/s' share of common maintenance expenses i.e., wages for the persons appointed by the Promoter/Builder to manage and look after the Common Areas and facilities such as property manager, security guards, gardeners, plumbers, electricians, generator operators, sweepers etc., expenses incurred by the Promoter/Builder or the agency appointed for maintaining all the Common Areas and facilities including electricity charges, STP/WTP maintainance, water charges, Garbage charges, Sewage charges housekeeping consumables etc.;

8.7 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 under this agreement for the allotment along with 10% of the total sale consideration. The balance amount of money paid by the Allottee shall be returned by the promoter to the Allottee within 45 days of execution of cancellation/deed.

## **9. TITLE & TITLE DEEDS:**

i) The Allottee/s is/are provided with photo copies of all title deeds relating to Schedule Property and after being satisfied as to the title of the Promoter to the Schedule Property and their right to develop Schedule Property has/have entered into this Agreement. The Allottee/s shall not be entitled to further investigate the title of the Promoter/Builder and/or power of the Promoter/Builder to develop and sell and no requisition or objection shall be raised in any manner relating thereto. The original title deeds of the Schedule Property will be ultimately handed over to the Association of the purchasers/allottees in terms of the Act.

ii) The Allottee/s has/have no objection for the Promoter/Builder to create charge or mortgage on Schedule Property for raising funds to commence and complete the development and construction in the Schedule Property. However, the Promoter/Builder alone are responsible for discharge of the said charge or mortgage before sale of Schedule 'A' and 'B' Properties is completed. The Promoter/Builder agree to secure necessary No Objection Certificates from the lending Bank/Institution and furnish the same to the Allottee/s at the time of conveyance of Schedule 'A' and 'B' Properties, confirming that Schedule 'A' and 'B' Properties being free from the said charge or mortgage.

#### **10. PROPERTY TAXES AND KHATA:**

i) The Promoter will pay Municipal taxes, other rates and outgoings on the Schedule Property till the date of issue of Occupation Certificate by the Plan Sanctioning Authorities. The Allottee/s shall be liable to pay the Municipal Taxes from the date of issue of Occupation Certificate for the building in which Schedule 'A' Apartment is a portion thereof. Upon completion of the construction, the Allottee/s shall be liable to pay the municipal property taxes accordingly. The Allottee/s agree/s and undertake/s to pay all government rates, taxes on land, municipal tax, property taxes, wealth tax, taxes, fees or levies of all and any kind by whatever name called, whether levied or leviable now or in future or any enhancement of the prevailing rates by any Government Authority on the said Apartment and/or the said land as the case may be.

ii) The Allottee/s is/are entitled to secure **Khata of Schedule 'A' Property** on purchase at his/her/their cost from the **Panchayat office** and Promoter/Builder agree to sign necessary consent letters. In the event of any demand for payment of betterment charges for securing transfer of Khata, the Allottee/s agree/s to pay the same in proportion to the schedule 'B' property.

#### **11. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER/ OWNERS:**

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

(i) The Owner 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 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 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;
- (viii) 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 the Allottees;
- (ix) 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;
- (x) The Promoter/Owner 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 of the project;

## **12.EVENTS OF DEFAULTS AND CONSEQUENCES:**

12.1 Subject to the Force Majeure clause and other clauses mentioned in this agreement, 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. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition;
- (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 there under.

12.2 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 as mentioned in this agreement and only thereafter the Allottee be required to make the next payment without any penal 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, 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 specified in the Rules, for every month of delay till the handing over of the possession of the Apartment.

12.3 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 within thirty days from the date of demand 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 specified in the Rules.
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond three months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Apartment in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

### **13.CONVEYANCE OF THE SAID APARTMENT:**

The Promoter, on receipt of complete amount of the Price of the Apartment under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment within 2 (two) months from the issuance of the occupancy certificate. However, in case the Allottee fails to pay the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and

registration charges is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

#### **14. SPECIFICATIONS :**

The Specifications of the construction of the Apartment agreed between the Allottee and the Promoter is detailed in **Annexure II** (It is clarified that the Promoter is providing all specifications as per ISI standards and can provide fittings/fixtures/materials of different brands depending on availability and affordability at the Promoter's choice) to this agreement and the Promoter agrees to construct the Apartment in accordance with the said Specifications or equivalents.

#### **15. MAINTENANCE OF THE SAID BUILDING OR APARTMENT PROJECT.-**

15.1 The Promoter shall be responsible to provide and maintain essential services in the Project for six months from the date of the Promoter informing Allottee/s the date of completion of Schedule 'A' Apartment and/or or handing over of the Schedule 'A' Apartment and/or obtaining occupancy certificate from the statutory authorities, whichever is earliest. The cost of such maintenance will be paid by way of [advance payment of common maintenance for six months & CORPUS FUND \(if applicable\) at the time of registration.](#)

#### **16.DEFECT LIABILITY.-**

16.1 Parties agree that the promoter shall rectify the defects in workmanship, quality or provision of services relating to such development within five years from the date of obtaining Occupancy Certificate. The warranty contained herein shall not cover defects, damages or malfunction resulting from:

- (i) Misuse, modification or repairs (through any third party or otherwise) effected by the Allottee;
- (ii) Cases of Force Majeure;
- (iii) Failure on the part of the Allottee in maintaining the equipment, fixtures and amenities provided or installed in the Schedule A of the Apartment in accordance with the manufacturer's instructions;
- (iv) Hairline cracks and expansion joints and

- (v) Acts of misfeasance on the part of the Allottee.

Warranty for other equipment / fit outs like the electrical fittings, bathroom fittings, doors, windows, lifts, generator sets, etc., shall be as provided by the respective manufacturers on their standard terms.

**17. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES.**

The Allottee hereby agrees to purchase the Apartment on the specific understanding that is his/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

**18. RIGHT TO ENTER THE APARTMENT FOR REPAIRS.**

The Promoter / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking's 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.

**19. USAGE.**-Use of **Basement and Service Areas:** The basement(s) and service areas, if any, as located within the “.....”, 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 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.

**20. NO RIGHT TO OBSTRUCT DEVELOPMENT:** The Allottee/s shall not have the right to obstruct or hinder or interfere the progress in development and/or construction on any ground and at any time in the Project.

**21. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT.** Subject to Clause 16 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. 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 loadbearing wall of the Apartment. 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. The Allottee shall use the apartment only for Residential purpose for which the plan sanction was obtained.

## **22. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE.-**

The Allottee is entering into this Agreement for the allotment of Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment at his/ her own cost.

The Allottee represents and covenants unto the Promoter as follows:

- (i) The Allottee has the necessary means to make all payments and fulfill his/her obligations as set out in this Agreement;
- (ii) The Sale Agreement Amount agreed herein is based on the mutual negotiations between the Allottee and the Promoter and the Allottee shall have no right to renegotiate the Sale Agreement Amount and further, the Allottee shall not question the consideration

paid or being paid by any other Allottee in the Schedule A Property;

**23. 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/plot/building, as the case may be.

**24. RIGHT TO AMEND.-** This Agreement may only be amended through written consent of the Parties.

**25. 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 Project shall equally be applicable to and enforceable against 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.

**26. WAIVER NOT A LIMITATION TO ENFORCE.-**

26.1 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 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.

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

**27. SEVERABILITY:** If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made 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.

**28. 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.

**29. 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 and Hence this Agreement shall be deemed to have been executed at Bangalore.

**30. 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:

**(Allottee address)**

**Mr./Mrs. \_\_\_\_\_(Name of Allottee)**  
.....(Allottee Address)

(Promoter address)

**M/S SRI JAGATI PROPERTIES,**

Having it's office at: #5/5, Khata No.309, 1st Floor, B Block, VMR Complex, Thubarahalli, Kundalahalli Gate, Bangalore - 560 066.

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.

**31. OWNERS ASSOCIATION.-**

i) That the Allottee/s shall become members of the Association of Apartment Owners to be formed under the Karnataka Apartments Ownership Act or any other Act in force as and when called upon by the **PROMOTER/S** and shall observe and perform the terms, conditions bye-laws rules and regulations of the association.

ii) It is specifically made clear that the said Owners' Association/Ad hoc committee on its formation is not only for the purpose of attending to

the social activities of its members consisting of the Allottees/occupants of the development in **the Project** but also for the management, administration and control of the Infrastructure and for collecting common expenses/ Maintenance charges for up-keep and maintenance of common areas/amenities/facilities etc., and will function in terms of Act & Rules thereunder.

iii) That on the “**Project**” being handed over to the Association of Allottees/Ad hoc committee, the Promoter or Builder shall not be responsible for any consequence or liability on account of failure, negligence, act or omission, obstruction, alteration, modification, restraint or improper use by any or all the owners, service providers or their agents with regards to the Common Areas, Amenities and Facilities their supporting equipment, pollution control and other general safety equipment, related facilities and services.

iv) Notwithstanding anything provided in this Agreement, the Allottee/s hereby agrees and shall undertake that upon completion of the “Project”, if required by any statutory enactment, including but not limited to the Real Estate (Regulation and Development) Act, 2016 or such enactment governing real estate in India at the relevant time, the Allottee/s shall be obliged to transfer the undivided interest in the Schedule Property to the association of apartment owners of the “Project”, without any additional cost or charges to the Promoter and the proportionate stamp duty in respect thereof shall be borne by the Allottee/s.

**32. 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.

**33. 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 laws of India for the time being in force.

**34. 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.

**35. BINDING EFFECT:** Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, the Allottee/s sign/s and deliver/s this Agreement with all the schedules along with the payments due as

stipulated in the Payment Plan within thirty days from the date of receipt by the Allottee/s. If the Allottee/s fail/s to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified **within 30 (thirty) days** from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and the Promoter are entitled to forfeit the Booking Amount paid by the Allottee/s.

### **SCHEDULE PROPERTY**

All that piece and parcel of the Converted land bearing Sy No. 26/1, measuring 1 Acre 34 ½ Guntas (74 and ½ Guntas) out of 3 Acre 08.12 Guntas (converted from agricultural to non agricultural residential purpose vide order No.490840, dated 03-04-2023 issued by Dy Commissioner, Bangalore Rural) situated at Gullakayipura Village, Anugondanahalli Hobli, Hoskote Taluk, Bangalore Rural district, Bangalore bounded on the:

East by : Road and land belongs to Rajappa & others,  
West by : Land bearing Sy No.26/4 belongs to Ankamma W/o  
Muni Reddy and Land bearing Sy No.26/19 belongs to  
M.Raghu S/o Muni Reddy  
North by : Bandi Dari,  
South by : Land belongs to Rajappa & others

### **SCHEDULE 'A' PROPERTY**

Flat bearing No:....., **Block**....., ..... Facing, in the ..... Floor, measuring ..... **Sq. feet** of Super Built-up Area (Super built up area includes ..... **Sq ft** of carpet area and balcony and utility area of ..... sq.ft as per RERA) containing ..... Bedrooms together with ..... Car Parking Space in ..... **Floor**, including proportionate share in common areas such as passages, lobbies, staircase, contained in the multi-storeyed building to be constructed on the Schedule 'A' Property known as ".....".

### **SCHEDULE 'B' – UNDIVIDED INTEREST IN THE LAND**

.....**SQ FT OF** Undivided interest in the Schedule Property

### **SCHEDULE 'C' - PAYMENT PLAN BY THE ALLOTTEE**

|  |
|--|
|  |
|--|

**RERA Registration No**

|                                           |  |
|-------------------------------------------|--|
| Block & Apartment Number                  |  |
| Facing and BHK                            |  |
| Floor No                                  |  |
| SBA in Sft ( For Purchaser understanding) |  |
| Carpet Area as per RERA                   |  |
| Total Price                               |  |

| Payment Schedule                                                                                       | % of Billing | Payable Amount in Rs |
|--------------------------------------------------------------------------------------------------------|--------------|----------------------|
| <b>Booking Amount</b>                                                                                  |              | <b>0</b>             |
| <b>Agreement with in 15 days from the date of booking(including booking amount)</b>                    | <b>20%</b>   | <b>0</b>             |
| <b>On completion of Plinth Level Beam</b>                                                              | <b>20%</b>   | <b>0</b>             |
| <b>On Completion of First Slab</b>                                                                     | <b>15%</b>   | <b>0</b>             |
| <b>On Completion of Third Slab</b>                                                                     | <b>15%</b>   | <b>0</b>             |
| <b>On Completion of Fifth Slab</b>                                                                     | <b>15%</b>   | <b>0</b>             |
| <b>On Completion Of Brick work of the Particular Flat</b>                                              | <b>5%</b>    | <b>0</b>             |
| <b>On Completion Of Plastering of the Particular Flat</b>                                              | <b>5%</b>    | <b>0</b>             |
| <b>Before Registration</b>                                                                             | <b>5%</b>    | <b>0</b>             |
| <b>TOTAL</b>                                                                                           | <b>100%</b>  | <b>0</b>             |
| <b>GST(Included)</b>                                                                                   |              | <b>0</b>             |
| <b>+ Registration (Actuals)</b>                                                                        |              | <b>0</b>             |
| <b>+Maintainance Amount(For 6 months) at the time of registration &amp; Corpus Fund(if Applicable)</b> |              |                      |

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

**SPECIFICATIONS**

.....

.....

## **ANNEXURE-II**

### **Specifications:-**

#### **SCHEDULE - 'E'**

##### **RESTRICTIONS ON THE RIGHTS OF THE ALLOTTEE/S:**

The Allottee/s so as to bind himself, his successors-in-interest, heirs, representatives and assigns with the consideration of promoting and protecting his rights, interest as the owner of the construction described in the Schedule 'A' above and in consideration of use of the other undivided common areas in the property described in Schedule Property and the construction thereon hereby agrees to be bound by the following restrictions:

1. Not to raise or cause to be raised in addition to that mentioned in the Schedule Property and Schedule "A" Property above.
2. Not to use or permit the use of the construction referred to in Schedule "A" Property above in a manner as would diminish the value of the utility of the property described in the Schedule above or any construction made thereon.
3. Not to use the space in the land described in Schedule Property above left open after the construction referred to in Schedule 'A' above for parking any heavy vehicles or to use the same in any manner which might cause hindrance for the free ingress.
4. Not to use make default in the payment of any taxes, levies or common expenses to be shared with other flat owners in the buildings proposed to be constructed in the Schedule Property.
5. Not to decorate the exterior of the buildings proposed to be constructed in the Schedule Property such as Metal grills in the Balconies or Utility area, any additions/deletions/modifications/changes in position etc., of the windows, doors, overall footprints of the apartment, internal layout of the apartment, toilets and kitchen, sit outs/balconies/decks (covered or uncovered), lofts/ledges, staircase, architectural features (external/internal), fabrication works (grills, balcony railings) and external painting, other than what is provided for in the approved plans of Promoter. The Promoter's decision shall be final and the Allottee/s shall not interfere or question the design, cost, construction processes etc., implemented by the Promoter.
6. All interior related works that the Allottee/s may take up on his/her/their own can be taken up only after handing over

possession of the Apartment to the Allottee/s by the Promoter. The Allottee/s shall carry out interior works only on week days during the day time between 9 A.M. and 6 P.M. The Promoter does not owe any responsibility for any breakages, damages caused to any of the finishing works or to the structure already handed over to the Allottee/s but originally carried out by the Promoter. The Promoter is not answerable for any thefts during the course of the interior works. Further, no labor employed/engaged by the Allottee/s in completing the interior works are permitted to stay in the Schedule 'A' Apartment even after completion and handing over of possession of the Apartment.

7. The terrace of the building(s) after completion of construction aforesaid will be common to the Owners/Allottees of the building and hence, no one shall have an exclusive right to the terrace areas of the Project.
8. The Allottee/s will not object to the rights of the Promoter in allotting the covered car parking spaces/ open car parking spaces for the Schedule 'A' Apartment in the Schedule Property. The decision of the Promoter in this regard shall be final and binding on the Allottee/s.
9. The parking space earmarked to Allottee/s is for exclusive use and enjoyment by 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 parking for two wheeler and four wheeler or both.
10. The Allottee/s agrees 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 in the schedule property.
11. The Promoter reserve the right, to retain/remove/plant any trees/plants, decide the location of electrical equipment,DG, garbage bins etc., in the Schedule Property. The Allottee/s has/have expressly given consent for variations and/or modifications as the Architect/Promoter may consider necessary from time to time during the course of construction. The Architect and Promoter are the final decision makers on these aspects and the Allottee/s shall not interfere or question the design, costs, construction processes etc., implemented by the Promoter.
12. Not to make any arrangements for maintaining of the buildings proposed to be constructed in the Schedule Property other than that agreed to by the majority of the owners of the flats in the said buildings or the Association of Flat Owners after it is formed.

13. Not to do anything which shall cause nuisance or annoyance or danger to the owners of other flats in the proposed buildings or neighboring properties.
14. Not to use the Schedule 'A' Property for any purpose prohibited by law.
15. Not to bring in or store any harmful, hazardous, inflammable materials in the Schedule 'A' Property or common areas of the building.
16. Not to carry or cause to be carried any heavy package to the upper floors of the buildings which is likely to cause damage to the stair cases, lifts, ladders, common passages or any structure of the proposed buildings.
17. Not to use or permit the use of the common passages, corridors or staircases of the buildings for storage of goods.
18. Not to use or permit the use of the Schedule 'A' Property in a manner which would diminish the value, utility of the pipes and other common amenities in the buildings.
19. Not to deny or defy any regulations and by-laws amended by the Association from time to time.
20. Not to use or permit the use of lifts to shift furniture / heavy materials / boxes, which might cause scratches or damage to the lift control panels.
21. The Allottee shall use the Schedule 'A' Property only for residential purpose and shall not use the Schedule 'A' Property for any commercial purpose / PGs / business / offices .
22. The Allottee/s in the event of leasing the Schedule 'A' apartment shall keep informed the Owners Association/Maintenance Company about the tenancy of the Schedule 'A' apartment and giving all the details of the tenants and it shall be the responsibility of the Allottee to ensure that the tenant/lessee follows all the rules and regulations that may be prescribed for the occupants of the project.
23. Not to use or permit the Schedule Property / Project to walk their dogs.
24. Not to use or permit the use of lifts to carry their dogs for a walk.
25. Not to use or permit the common areas to hang wires used for broadband cables / TV cables / Private Telephone carriers.

### **SCHEDULE - 'F'**

The Allottee /s shall have the following rights in respect of the Schedule 'A' Property and the buildings to be constructed thereon.

1. Full right and liberty for the Allottee /s in common with all other persons entitled, permitted or authorised to the like rights at all times of the day or night and for all purposes to go, pass and re pass all open spaces, terraces, staircases and passages inside and outside the proposed buildings.
2. Full right and liberty to the Allottee /s in common with all other persons with or without motor cars or other permitted vehicles at all times, day and night and for all purposes to go and pass over the land appurtenant to the buildings proposed to be constructed in the Schedule -'A' Property.
3. The right to subjacent and lateral support and shelter and protection from the other parts of the said buildings and from the side and roof thereof.
4. Right to free and uninterrupted passage of running water, soil, gas and electricity and water courses, cables, pipes and wires, which are now or may at any time hereafter be in under or passing through the proposed buildings or any part thereof.
5. Right of passage for the Allottee /s or Allottee's men, agents or workmen to other parts of the buildings at all reasonable times for purposes of repairing, cleaning, maintaining and/or renewing sewers/drains, water tanks/course, cables, pipes and wires causing as little disturbance as possible and making good any damages caused.
6. Right to lay cables, wires etc., through common walls or passages for radio, telephone, television and other such installations, however, having due regard to the similar rights of the other members.
7. Subject to payment for common facilities and services, the right to enjoy the common services and facilities provided in the proposed buildings.

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:**

(Please affix photograph and sign across the photograph)

(1)

(2)

(Name & Signatory)

(Name & Signatory)

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

**Promoter:**

(Please affix photograph and sign across the photograph)

(1)

(2)

(Authorised Signatory)

(Authorised Signatory)

**WITNESSESS:**

1.

2.