

AGREEMENT FOR SALE

This Agreement for Sale (“Agreement”) executed on this..... day of Two Thousand and Twenty Three (..../.../2023) at Bengaluru, Karnataka, India;

BY AND BETWEEN:

- 1) **Mr. SATHISH K.M.** Aged about 45 years, Son of Mr. Munireddy, Residing at Flat No.P3, Sri Sai Ashirwad Residency, 1st Cross, Muneshwar Nagar, Near ITI Layout, Bommanahalli, Bangalore – 560 068, Aadhaar No.634433364381, PAN No.AVWPS7513F.
- 2) **M/s. SRI SAI VENTURES**, A registered Partnership Firm, Having its registered office at., No.1275, 13th Main, AECS Layout ‘A’ Block, Singasandra, Bangalore 560068 Represented by its partners . - Mr.Yogesh N. & Mr. Mohan Kumar H.R.

SL NOS. 2 REPRESENTED BY THEIR REGISTERED GPA HOLDER

- 1) **M/s. SRI SAI VENTURES**, A registered Partnership Firm, Having its registered office at., No.1275, 13th Main, AECS Layout ‘A’ Block, Singasandra, Bangalore 560068 Represented by its partners . - Mr.Yogesh N. & Mr. Mohan Kumar H.R.

Hereinafter called the **“OWNERS”/“VENDORS”**(which expression wherever if so requires shall mean and include all their heirs, legal representatives, administrators, executors and assigns etc.) **OF THE FIRST PART:**

AND:

- 1) **M/s. SRI SAI VENTURES**, A registered Partnership Firm, Having its registered office at., No.1275, 13th Main, AECS Layout ‘A’ Block, Singasandra, Bangalore 560068 Represented by its partners . - Mr.Yogesh N. & Mr. Mohan Kumar H.R.

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

AND

Mrs. Ankita Mishra, W/o. Mr. Prakash Thapa, aged about: 32 years, Residing at Flat No.

204, Annapurna Enclave, Kaverappa Layout, Kadubesenahalli, Bangalore., PAN – BUSPM8023N & Aadhar No. 207334547984 and Mr. Prakash Thapa, S/o. Mr. Jai B Thapa, aged about: 32 years, Residing at Flat No. 204, Annapurna Enclave, Kaverappa Layout, Kadubesenahalli, Bangalore., PAN – ATBPT0320L & Aadhar No. 202831654796

hereinafter called the “**ALLOTTEE / PURCHASER**”

(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees) **OF THE OTHER PART.**

[Please insert details of other Allottee (s), in case of more than one Allottee]

The Owners, Promoter and Allottee shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**” wherever the context so requires.

DEFINITIONS

For the purpose of this Agreement for Sale, unless the context otherwise requires, the following capitalized terms shall have the meaning set forth below: -

- (a) “**Act**” means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- (b) “**Agreement**” shall mean this agreement to sell a apartment, including the schedules hereto, as may be amended from time to time;
- (c) “**Allottee**” in relation to SRI SAI VIHAR, means the Allottee /s to whom the Apartment has been allotted and agreed to be sold and includes the person who subsequently acquires the said allotment through sale, transfer;
- (d) “**Applicable Law**” means all laws, statutes, regulations, codes, bye-laws, ordinances, treaties, judgments, decrees, directives, rules, guidelines, orders, policies and other requirements of any statutory Authority having jurisdiction over the Schedule Property which are in effect or as may be amended, modified, enacted or revoked from time to time hereafter;
- (e) “**Association or Association of Allottees or Owners Association**” shall all mean the same, being the Association of Allottees/Owners in **SRI SAI VIHAR** to be formed by the Allottees/Owners, in respect of the Project in accordance with law;
- (f) “**Appropriate Government**” means the State Government of Karnataka;
- (g) “**Completion Date**” as per registration shall mean or such extended time as may be permitted by law, before which the Promoter would have completed the construction and secured the Occupancy Certificate;

- (h) **“Carpet Area”** shall mean the net useable floor area of the Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment;
- (i) **“Commencement Certificate”** shall mean the building plan and license sanctioned by the Anekal Planning Authority bearing, dated for construction of residential apartment complex building consisting of G+3 (Four) Stilt Floor + Ground Floor + 3 (Three) Upper Floors, which in all shall have a total number of 88 Apartments;
- (j) **“Common Areas and Common Amenities and Facilities of the Project”** shall mean the entire Schedule Property and all other areas as defined in Section 2 (n) of the Act and the common amenities and facilities being provided in the Project, to this agreement;
- (k) **“Force Majeure”** shall mean the occurrence of one or more of the following events:
 - i) war,
 - ii) flood,
 - iii) drought,
 - iv) fire,
 - v) cyclone,
 - vi) earthquake,
 - vii) Any other calamity caused by nature,
 - viii) Any other cause,

Due to which the construction work in the Project is affected.

- (l) **“Interest”** means the rate of interest payable by the Allottee/s and or the Promoter, as the case may be in terms of this Agreement which is to be calculated at prevailing interest rate of State Bank of India highest Marginal Cost of Lending Rate (MCLR) plus 2%.
- (m) **“Project”** means the apartment complex being constructed on the Schedule A Property and registered under the Act before the Karnataka Real Estate Regulatory Authority as project namely **‘SRI SAI VIHAR’**.
- (n) **“Project Account”** shall mean the account **opened in CANARA Bank, YAMARE Branch, SRI SAI VENTURES.** standing in the name of the Promoter and Project bearing Account No. 120002991086, IFSC CODE: CNRB0007339;

- (o) **“Owners”** shall mean any owner or owners of Apartments in the Project;
- (p) **“Rules”** means the Karnataka Real Estate (Regulation and Development) Rules, 2017
- (q) **“Regulations”** means the Regulations made under the Real Estate (Regulation and Development) Act, 2016;
- (r) **“Section”** means a section of the Act.
- (s) **“Sale Deed”** shall mean the Deed of Sale to be executed by the Promoter, for legally conveying the absolute right, title and interest in the Schedule B Property on the terms and conditions contained therein under the Scheme;
- (t) **“Schedule “A” Property”** shall mean the Project land upon which the apartment complex is being constructed;
- (u) **“Schedule “B”** shall mean the Apartment, together with the attached car parking space and share in the common areas and the proportionate undivided share which is to be transferred to the Association of Allottee/s, in the Project that is being developed by the Promoter on the Schedule A Property.
- (v) **“Schedule “C”** shall mean the floor plan of the Apartment agreed to be sold to the Allottee/s;
- (w) **“Schedule “D”** is the Payment plan by the Allottee according to which the Allottee/s shall make the payment towards the purchase of Schedule B Property;
- (x) **Schedule “E”** are the Specifications, Amenities, Facilities, (which are part of the Apartment)
- (y) **Schedule “F”** are the the Specifications, Amenities, Facilities, (which are part of the Project)
- (z) **Schedule “G”** are the Details of the Common Area
- (aa) **Schedule “H”** are the rights of the Allottee/s.
- (bb) **Schedule “I”** are the obligations of the Allottee/s.
- (cc) **“Statutory Payments”** shall mean any statutory charges, taxes, cesses, including Goods and Service Tax (“GST”) as applicable from time to time, which will be payable by the Purchaser/s in addition to the Sale Consideration, Cost of Construction and Other Cost Charges and Expenses, under this Agreement;
- (dd) **“Super Built Up Area”** of any Apartment shall mean the aggregate of the Carpet Area of the Apartment and (ii) thickness of the external walls (iii) balconies and terraces and a

proportionate share of the Common Areas and such of the Common Area used for housing the Common Amenities and Facilities in the Project.

- (ee) **Total Price** means the price of the Apartment on the carpet area of the Apartment and as agreed between the Parties.
- (ff) **Apartment** mean the Allottee/s to whom the Apartment has been allotted and agreed to be sold and includes the person who subsequently acquires the said allotment through sale and transfer;
- (gg) **Booking Amount** the amount paid prior to execution of the Agreement of Sale and which are lesser than 10% of the total price of the Apartment; and
- (hh) **Date of Booking** means the date as reflected under the Booking Form.

Interpretations

- a) Any word or phrase defined in the body of this Agreement as opposed to being defined in Clause 1.1 above shall have the meaning assigned to it in such definition throughout this Agreement, unless the contrary is expressly stated or the contrary clearly appears from the context.
- b) If any provision in Clause 1.1 is a substantive provision conferring any rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive provision in the body of this Agreement.
- c) The use of the word “including” followed by a specific example(s) in this Agreement, shall not be construed as limiting the meaning of the general wording preceding it.
- d) The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply.
- e) The Schedules and the Annexures to this Agreement shall be deemed to be incorporated in, and shall form an integral part of, this Agreement.
- f) Reference to any agreement, deed, document, instrument, rule, regulation, notification, statute or the like shall mean a reference to the same as may have been duly amended, modified or replaced. For the avoidance of doubt, a document shall be construed as amended, modified or replaced only if such amendment, modification or replacement is executed in compliance with the provisions of such document(s).
- g) Reference to any section or clause shall mean a reference to a section, clause of this Agreement unless specified otherwise.
- h) Reference to the terms “herein”, “hereto”, "hereunder" and words of similar purport refer to this Agreement as a whole.

- i) Headings in this Agreement are inserted for convenience only and shall not be used in its interpretation.
- j) In this Agreement, (including the Recitals) unless the context clearly indicates a contrary intention, a word or an expression, which denotes a natural person, shall include an artificial person (and vice versa), any one gender shall include the other genders, the singular shall include the plural (and vice versa).

WHEREAS:

- A. WHEREAS the First Party is the absolute Owner and in peaceful possession and enjoyment of Un-developed Converted land bearing **Survey No.97/1**, as per Grama Panchayath records Property **No.2091/97/1**, measuring to an extent of 0-24 Guntas, E-Khata No.150200100100621025, issued by the Yamare Grama Panchayath (Duly converted from agricultural to non-agricultural purpose vide Official Memorandum bearing No.ALN (A.S)S.R/102/2010-11 dated 05.01.2011, issued by the Deputy Commissioner, Bangalore, thereafter the usage of the land has been changed from Industrial to Residential purpose vide Revised Conversion Order bearing No.ALN(A)(S)SR/1/2018-19 dated 05.11.2018, issued by the Deputy Commissioner, Bangalore), situated at Sompura Village, Sarjapura Hobli, Anekal Taluk, Bangalore Urban District, which is more fully and particularly described as hereunder and hereinafter referred as **ITEM NO.1** of the “**SCHEDULE PROPERTY**”.
- B. WHEREAS the First Party is the absolute Owner and in peaceful possession and enjoyment of Un-developed Converted land bearing **Survey No.97/5 (Old Sy.No.97/1)** measuring to an extent of 0-12 Guntas, (Duly converted from agricultural to deemed conversion as per master plan vide Official Memorandum bearing No.ALN(A.S.H)S.R/181/2022-23, dated 23.11.2022, issued by the Deputy Commissioner, Bangalore Urban District) situated at Sompura Village, Sarjapura Hobli, Anekal Taluk, Bangalore Urban District, which is more fully and particularly described as hereunder and hereinafter referred as **ITEM NO.2** of the “**SCHEDULE PROPERTY**”.
- C. WHEREAS, First Party along with his mother Mrs. Rathnamma, Wife of Mr. Munireddy, acquired Item No.1 of the Schedule Property from Mr. Chintalapudi Penchalaiah, Son of Late. Chintalapudi Lakshmi Narayana vide Sale deed dated: 04.10.2018, registered as Document No.SRJ-1-04992/2018-19, Stored in C.D.No.SRJD277, of Book-1, on 25.01.2019, in the office of the Sub-Registrar, Basavanagudi (Sarjapura), Anekal Taluk.
- D. WHEREAS, First Party acquired Item No.2 of the Schedule Property from Mr. Mr. M.P. Devaiah , Son of Late. M.K. Ponnappa and Others vide Sale deed dated: 18.03.2020, registered as Document No.SRJ-1-00275/2020-21, Stored in

C.D.No.SRJD615, of Book-1, on 30.05.2020, in the office of the Sub-Registrar, Basavanagudi (Sarjapura), Anekal Taluk.

E. AND SUBSEQUENTLY, on 17.01.2022 the above said Mrs. Rathnamma, Wife of Mr. Munireddy, executed Release Deed in favour of her son Mr. Sathish K.M. (the First Party herein) bequeathing her 50% share in the land bearing Survey No.97/1 measuring to an extent of 24 Guntas i.e, Item No.1 of the Schedule Property, situated at Sompura Village, Sarjapura Hobli, Anekal Taluk, Bangalore Urban District, which is registered as Document No.SRJ-1-05958/2021-22, Stored in C.D.No.SRJD1023, of Book-1, in the office of the Senior Sub-Registrar, Basavanagudi (Sarjapura), Anekal Taluk. Thus in the above said manner Mr. Sathish K.M. the first party herein became the absolute owner of Item No.1 and Item No.2 of the Schedule Property and has been paying taxes regularly to the concern authority. Whereas the Developer have obtained a Building sanction Plan bearing No.APA/CC/457/2023-24, dated 29.09.2023, in the name of Mr.Sathish.K.M., son of Munireddy, in respect of Amalgamation Katha No.2091/97/1 & 97/5, Property ID No.150200100100621025, measuring 3642.12 Square Metres(the schedule property herein), issued by Anekal Planning Authority, Anekal for construction of residential units/apartments.

A. The Promoter have acquired the right, title and interest in the Item No.1 of the Schedule A Property and the Owner No.1 have acquired the right, title interest in the Item No. 2 to 9 of the Schedule A Property in the following manner:

B. Thereafter, the Owner No.1 have entered into Joint Development Agreement dated 25.02.2021 with the Promoter which document has been registered as document No.SRJ-1-06026-2020-21 stored in CD No.SRJD833, at the office of the Sub Registrar, Basavangudi, Bengaluru (hereinafter referred to as “**Joint Development Agreement**”) for the development of the Schedule “A” Property into multi-storied building consisting of apartments. Pursuant to the execution and registration of the Joint Development Agreement, Owner No. 1 have also executed a General Power of Attorney dated 25.02.2021 in favour of the Promoter which document has been registered as document No.SRJ-4-00368-2020-21 stored in CD No.SRJD833at the office of the Sub Registrar, Basavangudi, Bengaluru(hereinafter referred to as “**General Power of Attorney**”) interalia authorizing the Promoter to develop the Schedule “A” Property and sell the Developer’s Share of the built up area and the proportionate undivided share in the Schedule “A” Property, i.e., 62% (Sixty two percent) of constructed area (i.e., built-up area therein and proportionate number of car parking spaces and proportionate undivided rights, title and interest in the common areas and common amenities to be provided therein together with proportionate undivided share, title and interest in and to the Schedule A Property for itself, its nominees or in favour of any prospective purchasers;

- C. The Promoter with an intent to develop the Schedule “A” Property into apartment complex have secured Plan sanction from Anekal Planning Authority *vide*, dated, (“**Sanctioned Plan**”) for construction of apartment complex comprising of Ground Floor Parking plus 4 upper floors and terrace floor having 88 Apartments;
- D. The Promoter and Owner No. 1 in terms of the Joint Development Agreement and Sanctioned Plan, have clearly earmarked their entitlement in the Project, being their respective entitlement to the super-built up area comprised in the Project, along with the proportionate Car Parking Space, Common areas and proportionate undivided right, title and interest and all benefits accruing in the Schedule “A” Property and have entered into an Allocation/Sharing Agreement dated and the offered/Proposed/Sold Flat mentioned in Schedule “B” pertains to the Promoter share as per the Allocation/ Sharing agreement.
- E. As per the scheme of development and the Sanctioned Plan, the Schedule A Property is earmarked for the purpose of formation of apartment complex building with Apartments comprising of various sizes with amenities as per the Sanctioned Plan as described in ‘**Schedule F**’ hereunder. The said apartment complex building is named as ‘**SRI SAI VIHAR**’ (“**Project**”) by the Promoter.
- F. 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 Owners and right to develop the Schedule A Property by the Promoter on which Project is to be constructed have been completed;
- G. The Promoter has obtained the final sanctioned plan, specifications and approvals for the Project from Anekal 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;
- H. The Promoter has registered the Project under the provisions of the Act with the Karnataka Real Estate Regulatory Authority at Bengaluru, Karnataka, India under registration No.
- I. The Allottee/Purchaser had applied for an apartment in the Project and has been allotted Apartment No., **Door Facing :, Third Floor**, having carpet area of square meter (.....quare feet) Built up area of **105.30** square meter (..... square feet) and super built up area of square meter (..... square feet) (“**Building**”) along with 1 covered/Stilt parking, (project Name : **SRI SAI VIHAR, Situated in Sy. No.Sarjapura Road, Sarjapura Hobli, Anekal Taluk, Bangalore – 562125**) as permissible under the applicable law and of *pro*

rata share in the common areas (“Common Areas”) as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the “**Apartment**” more particularly described in Schedule B and the floor plan of the Apartment is annexed hereto and marked as Schedule C);

- J. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- K. 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;
- L. 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;
- M. 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 covered parking (if applicable) as specified in para-L;

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

1. TERMS:

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

1.2 The Total Price for the Apartment is Rs./- (Rupees S..... Only) along with one car parking charges of **Rs. /-** (Rupees..... Only) for 1 car parking space “Total Apartment Price” – Rs./.

Stamp duty, Legal Charges and registration fees shall be paid by the Allottee at the time of registration of Sale Deed.

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment;

- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Service Tax (GST), excludes any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called, excludes Corpus Fund and 6 Months Advance Maintenance and the same shall be payable by the Allottee on or before handing over the possession of the Apartment to the allottee and the project to the association of the Allottees or the competent authority, as the case may be, after obtaining the completion certificate / occupancy certificate, as the case may be;

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification:

Provided further that if any increase in the taxes after the expiry of the schedule dated of completion of the project as per registration with the authority which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the allottee;

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manners specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of Apartment includes recovery of price of land, construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

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

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

- 1.4** The Allottee(s) shall make the payment as per the payment plan set out in **Schedule D (“Payment Plan”)**.
- 1.5** It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule ‘D’ and Schedule ‘E’ (which shall be in conformity with the advertisement, prospectus, brochure etc., on the basis of which sale is effected) in respect of the Apartment, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee/Promoter, or such minor changes or alterations as per the provisions of the Act.
- 1.6** The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within sixty days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule-D. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.
- 1.7** Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Apartment;
 - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand

over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;

- (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with the paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, excludes maintenance charges as per para 11 etc and includes cost for providing all other facilities, amenities and specifications within the Apartment and the Project exclusive of the maintenance charges.
- (iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his Apartment with prior intimation and subject to appointment by the Promoter as the Promoter has to take the necessary safety measures while visit of the Allottee to the Project.

1.8 It is made clear by the Promoter and the Allottee agrees that the Apartment along with 1 covered parking shall be treated as a single indivisible Apartment 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.

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

- 1.10** The Allottee has paid a sum of **Rs./-** (Rupees Only) as advance amount being payment towards the Total Price of the Apartment with applicable GST of Rs.0/- (Rupees Only) at the time of application and the receipt of which the Promoter hereby acknowledges and the Allottee/s hereby agrees to pay the remaining price of the Apartment as prescribed in the payment plan in Schedule D as may be demanded by the Promoter within the time along with the applicable GST 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 the interest at the rate specified in the Rules.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan of Schedule D through A/c Payee cheque/demand draft/bankers cheque or online payment as applicable in favour of **'SRI SAI VENTURES'** standing in the name of the Promoter and Project bearing **Account No. 120002991086, IFSC: CNRB0007339, payable at CANARA Bank, YAMARE Branch.**

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1** The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil 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 12 his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2** The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate

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

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

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

5. TIME IS ESSENCE

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

6. CONSTRUCTION OF THE PROJECT/APARTMENT

The Allottee has seen the proposed Sanctioned Plan, Proposed Built Up Floor Plan, specifications, and facilities of Apartment, Project and accepted the floor plan, payment plan and the specifications, amenities and facilities as annexed along with this Agreement. The Promoter shall develop the Project in accordance with the said layout plans, brochure, floor plans and specifications, and facilities.

7. POSSESSION OF THE APARTMENT

- 7.1 Schedule for possession of the said Apartment** - The Promoter agrees and understands that timely delivery of possession of the Apartment to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place on unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension

of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 60 days from that date. The Promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 **Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. The Promoter agrees and undertakes to indemnify the allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking the possession, agree(s) to pay the corpus fund and the 6 months advance maintenance charges as determined by the Promoter/Association of allottees, as the case may be after the issuance of the completion certificate for the Project. The Promoter shall hand over the occupancy certificate of the Apartment, as the case may be, to the allottee at the time of conveyance of the same time.
- 7.3 **Failure of Allottee to take Possession of Apartment-** Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2 along with Holding Charges as stipulated under Para 8.2 (viii).
- 7.4 **Possession by the Allottee** - After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottee or the competent authority, as the case may be, as per the local laws. Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas, to the

association of allottees or the competent authority within thirty days after obtaining the completion certificate.

- 7.5 **Cancellation by Allottee** – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount being 20 % of the Total Price of the Apartment paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee/s within 60 days of such cancellation. Further, the allottee/s shall co-operate and be present on the date and time as prescribed by the Promoter to execute and register the cancellation deed before jurisdictional Sub-Registrar Office and return all the original Agreement for Sale, Booking Form, Allotment Letter and Receipts without any delay and default to the Promoter, failing which the Promoter shall initiate action as per law and allottee/s also agree to pay compensation to Promoter if there is any delay caused by the allottee/s in this regard.

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

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within Sixty days of it becoming due. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment, which shall be paid by the promoter to the allottee within Sixty (60) days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The Owner has absolute, clear and marketable title with respect to the said Land and Promoter has requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the Schedule A Property or the Project.
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of the allottees or the competent authority, as the case may be;
- (x) The Schedule A 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 A Property;

- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of Apartment, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.
- (xiii) The Allottee/s is/are entitled to secure Khata of Schedule 'B' Property after purchase at his/her/their cost from the jurisdictional authority and Promoter agree to sign necessary consent letters if any. The Allottee/s is/are entitled to obtain a separate electricity meter and has/have to pay electricity bill to the association from time to time.
- (xiv) The Allottee/s agree that the insertion of any other clause under this Agreement are not in derogation of or inconsistent with the terms and conditions set out in the Agreement or the Act and the Rules and Regulations made there under. Such clauses are inserted after mutual negotiations and contractual understanding between the Parties.

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

- (i) The Allottee shall at all times provide the required authenticated information and details as required, in case if the Allottee wishes to approach any Banks for financial assistance to purchase the Apartment.
- (ii) The Allottee shall execute all the necessary documents including but not limited to tripartite agreement etc with the Bank along with the Promoter and shall regularly pay the Equated Monthly Instalments thereafter to the Bank.
- (iii) The Allottee after the execution of this Agreement for Sale shall make the payment as mentioned under Schedule – D without any delay, in case of any delay the Allottee is liable to pay a penalty of SBI MCLR + 2% for such delay. If the Allottee fails to make the payment within 15 days from the date of demand note, then a grace period of 30 days shall be provided to pay the amounts with interest and if the Allottee thereafter defaults to make the payment then the Promoter shall be entitled to terminate this Agreement for Sale and forfeit the booking amounts being 10 % of the Total Price of

Apartment paid and refund the remaining amounts within a period of 60 (sixty) days as per clause 7.5 of this Agreement.

- (iv) The Allottee as specified under this Agreement for Sale shall pay his share of the registration charges for registration of this Agreement for Sale and after completion and receipt of Occupancy Certificate for the Project, he/she shall be liable to pay all municipal taxes and other charges, if any till he takes the possession of the Apartment.
- (v) The Allottee shall participate towards the formation of an association or society or cooperative society of the Allottees or federation of the same.
- (vi) That the Allottee/s shall irrevocably be bound by the rights and obligations as more fully set out under **Schedule H** and **Schedule I** hereto;
- (vii) The Allottee shall take physical possession of the Apartment within a period of one months from the date the Promoter issuing the notice to the Allottee to come forward and take possession of the Schedule B Property, after obtaining the Occupancy Certificate by paying the all the amounts as per Schedule – D and to get the Sale Deed executed and registered within 1 months from the date of such notice.
- (viii) The Allottee shall participate towards the registration of the conveyance deed of the Apartment within 1 (One) months or within time as agreed between the Parties after obtaining the Occupancy Certificate.
- (ix) The Allottee/s hereby agree/s that in case the Allottee/s fail/s to respond and/or neglects to take possession of the Apartment in the Project within the time stipulated by the Promoter, then the Allottee shall in addition to the above, pay to the Promoter holding charges at the rate of Rs. 20/- (Rupees Twenty Only) per month per square feet of Saleable Area of the Apartment (“**Holding Charges**”) and applicable maintenance charges towards upkeep and maintenance of the common areas and facilities and common facilities (if any) for the period of such delay. During the period of said delay the Apartment shall remain locked and shall continue to be in possession of the Promoter but at the sole risk, responsibility and cost of the Allottee in relation to its deterioration in its condition.
- (x) The Payment Schedule as per Schedule – D is exclusive of Maintenance Charges payable by the Allottee/s and that maintenance charges will commence immediately after the Occupancy Certificate / Completion Certificate for the Project is obtained, and that the

Maintenance charges for common areas, amenities and facilities will be fixed by the Promoter for the Apartment, with applicable goods and service taxes till formation and handover to association of allottees. It is clarified that Total Price and Schedule D is exclusive of the Maintenance, sinking charges, corpus deposit, electricity, D G Charges, A C Charges etc and that has to be paid separately to the Promoter.

- (xi) The Allottee/s hereby agrees and confirms that the Apartment as allotted under this Agreement of Sale cannot be transferred/assigned to any other third party or any other person except as provided below.
- (a) The Allottee/s shall not assign/transfer his/her/their interest under this Agreement without the prior written consent of the Promoters. It is explicitly made clear that the Promoter is not obligated to give its consent for any assignment by the Allottee/s as this contract is exclusive in nature. It is also agreed that in the event the Promoter give its consent within 3 (three) years from the date of this agreement for assignment of Allottee/s' interest in this Agreement, the Promoter shall be entitled to charge 05% of the Total Price of the Apartment as their administrative charges and transfer fee for giving such consent. However, after the expiry of 3 (three) years from the date of execution of this Agreement, assignment/transfer fee is not applicable, however, necessary payment towards stamp duty for assignment shall be borne by the Allottee/s.
- (b) Any assignment shall be, subject to the above condition, shall be permitted only by way of tripartite written agreement between the Promoter, the Allottee/s and the intending transferee/assignee. The transferee /assignee shall undertake to be bound by the terms of this Agreement including payment of the transfer fees and payment of the balance sale price as per the schedule of payment under this Agreement to Promoter. For the purpose of this clause, if the Allottee is a company-public or private limited, any transfer of majority shares shall be deemed to be transfer and in case of partnership firm any change in the constitution of the partners of such partnership shall deemed to be transfer and in case of any association of persons any change of associates of such association shall be deemed to be transfer, and in such situation transfer fee as applicable under this clause shall be payable. In case of any transfer within the family members fixed amount of Rs.1,00,000/- (Rupees One Lakh Only) transfer fee applicable. For the purpose of this clause the family members shall mean father, mother, husband, wife, son and daughter. Any assignment shall be, subject to the above condition, shall be permitted only by the way of the Tripartite agreement between the Promoter, the Allottee and the intending transferee/assignee. The transferee / assignee shall undertake to be

bound by the terms of this Agreement including payment of the transfer fees and payment of the balance sale price as per Schedule-D under this Agreement to Promoter.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

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

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

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

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

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

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

10. CONVEYANCE OF THE SAID APARTMENT

The Promoter, on receipt of Total Price of the Apartment as per 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 1 months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the allottee. However, in case the Allottee fails to deposit the stamp duty and / or registration charges within the period mentioned in the notice, the allottee authorized the promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the promoter is made by the allottee.

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

The Promoter shall be responsible to provide and maintain essential services in the Project upon the issuance of the completion certificate of the project for the period subject to payment of maintenance charges by the allottee/s for common areas, amenities and facilities and the association of allottees shall takeover of the maintenance of the project after the formation. The cost of such maintenance has been not included in the Total Price of the Apartment and is payable by the Allottee/s as stipulated under Para 8.2 (x).

12. DEFECT LIABILITY

It is agreed that in case any structural defect only, the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of occupancy certificate, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty)

days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act. Nonetheless, the Allottee/s agree to get inspected the Schedule B Property by engineer/architect appointed by Promoter on Allottee/s cost in order to determine if the defect is caused by the Allottee/s usage and alteration or due to workmanship and accordingly be bound to the report as submitted by such engineer / architect. However, small air-cracks in the plaster, cracks in plaster/expansion/contraction in the joints, blocks masonry, doors & windows, electrical fittings, plumbing fittings, normal seepage due to water logging etc. and any other durable items shall not be construed as defects.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Promoter/maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, 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/Stilt floor and Service Areas: The basement(s)/Stilt and service areas, if any, as located within the **SRI SAI VIHAR**, 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, firefighting 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 stilt/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. However, any extra parking's will belong to the builder and the disposal of the parking's is at the sole decision of the builder only.

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT

- 15.1 Subject to Para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or

make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

- 15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.
- 15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottees and/or maintenance agency appointed by association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES

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

17. ADDITIONAL CONSTRUCTIONS

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act. It is disclosed to and agreed by the Allottee/s that the proportionate undivided share in the Schedule A Property and in common area is designed in such manner that no terrace rights are given to the Allottee/s and that entire terrace area, additional constructions rights solely and exclusively belong / vests with the Promoter. The Allottee/s further agrees that the Promoter is entitled to put up additional constructions if additional FAR/FSI is available for Schedule A Property and the Allottee/s agree for such additional constructions and agree to provide such consent letter as required to obtain proper permission as provided in the Act by the Real Estate Regulatory Authority.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

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

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

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

20. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned after deducting necessary cancellation charges as per the terms of this Agreement to the Allottee without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements

whether written or oral, if any, between the Parties in regard to the said Apartment as the case may be.

22. RIGHT TO AMEND

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

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE OR SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the 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.

24. WAIVER NOT A LIMITATION TO ENFORCE:

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

25. SEVERABILITY

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

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

Wherever in this Agreement it is stipulated that the 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. 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/Email/What's Up etc.

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

30. JOINT ALLOTTEE:

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

31. SAVINGS

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

32. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and

Regulations made thereunder including other applicable laws of India for the time being in force.

33. DISPUTE RESOLUTION

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.

34. TRANSFER OF UNDIVIDED SHARE (UDS)

The Undivided share under Section 17 of the Act is required to be transferred to the Association of Allottees, however the method of such transfer not being defined, the Promoter shall transfer the UDS in the Schedule A Property in the manner as may be permitted under law at the time of execution and registration of the Sale Deed. The Allottee/s agree to co –operate with the Promoter in execution of all such documents as may be required for conveyance of the UDS.

35. DISCLAIMER

The pictures/images shown in Brochure/ Project video/ Marketing Campaigns/Websites/ Pamphlets/ Online or any other mean of marketing are only for pictorial representations & pictorial graphics and artistic impression only. Actuals may vary and the builder will not be held liable for the pictorial representations used during the marketing campaign anyhow. The customer has verified all the facilities/ apartment specifications and project specifications.

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

Allottees/Purchasers

(1) Signature _____

(2) Signature_____

Name: Mrs.

Name : Mr.....

SIGNED AND DELIVERED BY WITHIN NAMED

Owner No.1

Signature: _____

Represented by their General Power of Attorney Holder M/s. SRI SAI VENTURES.,
represented by its Director.....

Promoter

Signature _____

Name : **M/s. SRI SAI VENTURES**, A registered Partnership Firm, Having its registered
office at., No.1275, 13th Main, AECS Layout 'A' Block, Singasandra, Bangalore 560068..

At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____

2. Signature _____

Name _____

Name _____

Address _____

Address _____

SCHEDULE "A" PROPERTY

ITEM NO.1:

ALL THAT PIECE AND PARCEL of the Undeveloped Converted land bearing **Survey No.97/1**, as per Grama Panchayath records Property **No.2091/97/1**, measuring to an extent of 0-24 Guntas, E-Khata No.150200100100621025, issued by the Yamare Grama Panchayath, (Duly converted from agricultural to Non agricultural industrial purpose vide Official Memorandum bearing No.ALN (A.S)S.R/102/2010-11 dated 05.01.2011, issued by the Deputy Commissioner, Bangalore, thereafter the usage of the land has been changed from Industrial

to Residential purpose vide Revised Conversion Order bearing No.ALN(A)(S)SR/01/2018-19 dated 05.11.2018, issued by the Deputy Commissioner, Bangalore), situated at Sompura Village, Sarjapura Hobli, Anekal Taluk, Bangalore Urban District and bounded as follows;

East by : Land bearing Sy.No.97/5 (Old Sy.No.97/1) ;
West by : Yamare Village border ;
North by : Golden Gate Properties (Layout Road) of Sy No.101 and 95 ;
South by : Land bearing Sy.No.97/2 of Narayana Reddy's Property & 97/3 & 97/4.

ITEM NO.2 :

ALL THAT PIECE AND PARCEL of the Undeveloped Converted land bearing **Survey No.97/5 (Old Sy.No.97/1)** measuring to an extent of 0-12 Guntas, (Duly converted from agricultural to deemed conversion as per master plan vide Official Memorandum bearing No.ALN(A.S.H)S.R/181/2022-23 dated 23.11.2022, issued by the Deputy Commissioner, Bangalore Urban District) situated at Sompura Village, Sarjapura Hobli, Anekal Taluk, Bangalore Urban District and bounded as follows;

East by : Survey No.95 & Survey No.100 ;
West by : Survey No.97/1 ;
North by : Survey No.98 ;
South by : Survey No.97/2.

The Item No. 1 and Item No.2 having Amalgamation E-Katha No.150200100100621025 and Gram Panchayathi Records Katha No.2091/97/1 and 97/5, measuring 3642.12 Square Metres.

SCHEDULE 'B'

Apartment No....., **Door Facing : North, Third Floor**, having carpet area of **82.27** square meter (**885** square feet) Built up area of **105.30** square meter (**1133** square feet) and super built up area of **126.36** square meter (**1360** square feet) ("**Building**") along with 1 covered/Stilt parking, having UDS of **55.89** square meter (**602** Square Feet), with proportionate share in the common areas in the project Name : **SRI SAI VIHAR, Situated in Sy. No. 113/2,113/3,113/4,113/5,113/6, Chambenahalli Village, Dommasundra – Sarjapura Road, Sarjapura Hobli, Anekal Taluk, Bangalore - 562125** built on Schedule A Property with all rights, privileges and appurtenances thereto and is bounded on the –

To East by: Open Space

To West by: Flat No. 316
To North by: Corridor/Lobby
To South by: Open Space

SCHEDULE 'C' – FLOOR/LAYOUT PLAN OF THE APARTMENT

SCHEDULE 'D'-

PAYMENT SCHEDULE	Stage	Stage Payment	GST	Total Payable
Blocking amount in Rupees	2,00,000			
On Booking	10%	6,19,800	30,990	6,50,790
Agreement (less booking amount) with in 15Days	10%	6,19,800	30,990	6,50,790
Completion of 1nd floor roof slab	10%	6,19,800	30,990	6,50,790
Completion of 2th floor roof slab	10%	6,19,800	30,990	6,50,790
Completion of 3th floor roof slab	10%	6,19,800	30,990	6,50,790
Completion of 4th floor roof slab	10%	6,19,800	30,990	6,50,790
Completion of Masonry / Block Work	10%	6,19,800	30,990	6,50,790
Completion of Internal Plastering Work	10%	6,19,800	30,990	6,50,790
Completion of External Plastering Work	5%	3,09,900	15,495	3,25,395
Completion of Flooring Work	5%	3,09,900	15,495	3,25,395
Completion of Painting & Plumbing work	5%	3,09,900	15,495	3,25,395
Against Registration	5%	3,09,900	15,495	3,17,495
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TOTAL	100%	61,98,000	3,09,900	65,00,000
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Schedule 'E' - SPECIFICATIONS, FACILITIES (WHICH ARE PART OF THE APARTMENT)

1	Structure	Type of Structure	RCC Structure Exterior Wall – 6” Block Interior Wall – 4” Block
2	Flooring	Living/Dining/Bedrooms/Foyer Toilets (Flooring) Toilets (Dado) Balconies Kitchen (Flooring) Kitchen (Dado) Utility (Flooring)	Vitrified Tiles Ceramic Tiles Ceramic Tiles Ceramic Tiles Vitrified Tiles Ceramic Tiles Ceramic Tiles
3	Electrical	Internal Cable Switches MCB	FR resistance ISI mark Cona or equivalent Polycab or equivalent
4	Doors	Main Door Internal Doors	Wooden frame with flush door shutter with veneer and melamine polish Hardwood frame with paint finish shutter
5	Windows	UPVC Window	UPVC window with mosquito mesh provision
6	Wall and Ceilings (Interior)	Wall Paint Ceiling Paint	Emulsion Paint OBD
7	Kitchen	Kitchen counter and sink provision	Granite top with SS sink

8	Toilet	CP Sanitary brand/selection	CP fittings – Jaquar or equivalent Sanitary fixtures – Parryware or equivalent Toilets wall hung wash basin
9	Power	Power allotted to flat	3 KW
10	Balcony Railings	Railing	MS Railing
11	Car Parking	Covered	1
12	Power Back up	DG backup to flat	1 KW

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

Facilities:

1. Roof Top Swimming Pool (Main Pool & Kids Pool)
2. Club House & Multipurpose Hall
3. Modern Gymnasium
4. Barbeque Area
5. Roof Top Party & Celebration Lawn
6. Outdoor Meditation Court
7. Indoor Games (Table Tennis, Billiard table, Carom Board, Chess, Mini Football table)
8. Store (Space Provision)
9. Children Play Area
10. Net Covered Cricket Pitch
11. Seating Area
12. Walking/Jogging Pathway
13. Landscape Garden
14. 24 * 7 Power Back up
15. CCTV Camera Surveillance

SCHEDULE 'G'- DETAILS OF THE COMMON AREA.

1. Staircases
2. Lifts
3. Corridors / Lobbies

4. Common Entrance and Exit for the Building
5. Terrace
6. Outerwall
7. Rain Water Collection Sump
8. Gardens
9. Club house

SCHEDULE 'H'

RIGHTS OF THE ALLOTTEE/S

The Allottee/s shall have the following rights in respect of the Apartment and the Project:

1. The right and liberty to the Allottee/s and all persons entitled, authorized or permitted by the Allottee/s (in common with all other persons entitled, permitted or authorized to a similar right) at all times, and for all purposes, to use the staircases, passages and common areas in the Project for ingress and egress and use in common.
2. The right to lateral, vertical and horizontal support for the Apartment from the other parts of the Building.
3. Right to use and enjoy the common roads, common areas and open spaces and common facilities in the Project in accordance with the purpose for which they are provided without endangering or encroaching the lawful rights of other owners/users.
4. Right to make use of all the common roads and passages provided in Schedule 'A' Property to reach the Apartment without causing any obstruction for free movement therein.
5. The Allottee/s shall be entitled in common with the Allottees of the other Apartment/s in the Project, to use and enjoy the common areas and facilities.

SCHEDULE 'I'

OBLIGATIONS ON THE ALLOTTEE/S:

1. Not to raise any additional construction in the Apartment causing any danger, structural defects.
2. Not to use or permit the use of Apartment in a manner which would diminish the value or the utility therein.

3. Not to use the space left open after completion of development or driveways, for parking any vehicles or to use the same in any manner which might cause hindrance to or obstruct the free movement of vehicles parked in the parking spaces or for users of adjoining properties.
4. Not to default in payment of any taxes or levies to be shared by the other Apartment owners of the Schedule 'A' Property.
5. Not to decorate the exterior part of the building to be constructed.
6. Not to alter/change the name of the Project.
7. Not to make any arrangements for maintenance of the building referred to in Schedule 'A' above and for common amenities.
8. The Allottee/s shall has/have no objection whatsoever to the Promoters managing the Schedule 'A' Property by themselves or handing over the common areas and the facilities to maintenance companies of their choice till period of 1 (One) year or to the association formed after obtaining the Occupancy Certificate subject to payment of maintenance fees, the Promoters shall retain the said right and the Allottee/s has/have given specific consent thereof.
9. The expenses relating to common areas and common facilities shall be borne by the actual users of the Apartment. However, it is the primary responsibility of Allottee/s to pay the same.
10. No Apartment owner including Allottee/s can get exempted from liability for contribution towards common expenses by waiver of the use or enjoyment of any common areas and facilities or by abandonment of Apartment and/or facilities in Schedule 'A' Property.
11. The Allottee/s shall use the Apartment for residential purpose and the covered car-parking space, which is allotted through lottery system, for parking a light motor vehicle and not for any other purpose. The parking space specifically allotted 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 car parking space.
12. The Allottee/s shall pay the maintenance charges fixed by the Promoters or maintenance company from the date of issuance of notice of possession with respect to the Schedule "B" Property whether he/she/they has/have taken the possession or not occupied/un-

occupied till the common areas are handed over to association. In the event of leasing the Schedule “B” Property it is the primary responsibility of the Allottee/s to pay the same.

13. The Allottee/s in the event of leasing the Apartment shall keep informed the Promoters or Agency maintaining the common areas or Owners Association about the tenancy of the Apartment and giving all the details of the tenants and occupants. Notwithstanding the leasing, the primary responsibility to adhere to all the rights and obligations of the Allottee/s contained herein and it shall be the responsibility of the Allottee/s to ensure that the tenant/lessee follows all the rules and regulations that may be prescribed for the occupants of the buildings in the Project.
14. The Allottee/s shall maintain the front elevation and the side and rear elevations of the Apartment, in the same form as the Promoters constructs and not at any time alter the said elevation in any manner whatsoever.
15. The Allottee/s, to maintain the beautification of the project will finalize the service provider in DTH and Telephone service provider, the Allottee/s shall have the option to select amongst them, it is left to the option of the Allottee/s/association to choose the same and the charges for the same shall be borne by the Allottee/s.
16. The Allottee/s shall from the date of handing over possession, maintain the Apartment at his/her/their cost in a good and tenantable repair and condition and shall not do or suffer to be done anything in or to the said Apartment and/or common passages, which may be against the rules and bye-laws of the Planning Authority or any other authority. The Allottee/s shall keep the Apartment, walls, floor, roof, drains, pipes and appurtenances thereto belonging in good condition so as to support, shelter and protect the parts of the entire building and shall not do any work which jeopardizes the soundness or safety of the building or the property or reduce the value thereof or impair any easement or hereditament and shall not add any structure or excavate any basement or cellar. The Allottee/s shall promptly report to the Promoters or Maintenance Company or Association of Apartment Owners as the case may be, of any leakage/seepage of water/sewerage and the like roof/floor/of the said Apartment and especially with regard to the external and common walls shared by the Apartment Owners. Subsequent to handover of project if the Allottee/s make changes in electrical plumbing etc, the Promoter will not be held responsible for chipping, leakage, cracks etc.
17. It is a specific term and condition of this Agreement and of the rights to be created in favour of the prospective Allottees in the building and in the said Apartment that:
 - a. The name and/or Apartment number of the Allottee/s or the name of First Allottee/s in case of more than one Allottee/s shall be put, in standardized letters and coloring only at the location/board that may be designated by the Promoters

at a place earmarked for the said purpose and at the entrance door of the particular Apartment but at no other place in the building or in the Schedule 'A' Property and the number shall not be altered.

- b. No sign board, hoarding or any other logo or sign shall be put up by the Allottee/s on the exterior of the building or on the outer wall of the Apartment so also in the lobby, common areas etc.,
 - c. The Allottee/s shall not alter the color scheme of the exterior of the building or of the exterior lobby wall or of the Apartment.
 - d. The Allottee/s shall not do anything that may adversely affect the aesthetic appearance/beauty of the building, nor do anything in the Property which may cause any nuisance or obstruction or hindrance to the other owners.
 - e. Any further or other construction that may be permitted over and above the construction sanctioned and/or to be sanctioned as aforesaid such construction may be carried out by and/or at the discretion of the Promoter subject to adherence to the provisions of the Act.
18. The Allottee/s shall, from time to time, do and execute all further acts, deeds, matters and things as may be reasonably required by the Promoter for duly implementing the terms and intent of this Agreement and for the formation of Owners Association. Since the Allottee/s is/are to own the aforesaid undivided interest in the land described in the Schedule 'A' hereunder written it is specifically agreed that the Allottee/s shall be entitled in common with the Allottees of the other Apartment/s in the building, to use and enjoy the common areas and facilities
19. The Allottee/s is/are aware that the exclusive right of use of car parking space which is allotted through lottery system by the Promoters to the various Apartment Owners and that the right of use so allotted shall vest solely in the respective Apartment Owner to whom it is allotted. The Allottee/s shall have no objection to such right of use being allotted. It is, however, clearly understood that such right of use shall not vest in the Allottee/s any title to the land earmarked as Car Parking Space.
20. The Promoters will provide to the Allottee/s access from the driveways/internal roads to the building where Apartment is situated.
21. The Allottee/s shall keep the Apartment, walls, floor, roof, drains, pipes and appurtenances thereto belonging in good condition so as to support, shelter and protect the parts of the entire building. The Allottees shall carry out at their own cost such repairs and maintenance to water lines, sewerage lines and the like in the said Apartment in the

event of there being any complaint from the Apartment Owners below or above or adjoining of leakage/seepage of water, sewerage and the like through the roof/floor/wall of the said Apartment of the Allottees. The Allottee/s / occupant shall allow the workmen with or without developer/association member to repair or to access to repair at reasonable hours.

22. The cost of repairing and maintaining the internal/feeder/access and drive-ways will be borne and paid proportionately by the Allottees of Apartments comprised in the Project.
23. The Allottee/s of Apartments in the Project and/or in respective Blocks shall not at any time cause any annoyance, inconvenience or disturbance or injury to the occupiers of other Apartments and parking spaces in the building and Allottee/s specifically shall not.
 - a. Close the lobbies, stairways, passages and parking spaces and other common areas.
 - b. Make any alterations in the elevation or both faces of external doors and windows of the Apartment/parking space which in the opinion of the Promoters or the Owners' Association differ from the colour scheme of the building.
 - c. Make any structural alterations or fresh openings inside the Apartment.
 - d. Default in payment of any taxes or levies to be shared by the other owners of the Schedule 'A' Property or common expenses for maintenance of the building.
 - e. Create nuisance or annoyance or damage to other occupants and owners by allowing pounding, running machinery and causing similar disturbances and noises.
 - f. Install machinery, store/keep explosives, inflammable/prohibited articles which are hazardous, dangerous or combustible in nature.
 - g. Use the common corridors, stair cases, lift lobbies and other common areas either for storage or for use by servants at any time.
 - h. Bring inside or park in the Schedule 'A' Property any lorry or any heavy vehicles.
 - i. Use the Apartment or portion thereof for purpose other than for residential purposes and not to use for any illegal, commercial or immoral purposes.
 - j. Enter or trespass into the Parking Areas and Terrace Areas not earmarked for general common use.

- k. Throw any rubbish or used articles in Schedule 'A' Property other than in the Dustbin provided in the property. The Allottee/shall not mix wet and dry garbage, they have to maintain separately and handover the same to the concerned persons.
 - l. Undertake any interior decoration work or additions, alterations inside the Apartment involving structural changes without prior consent in writing of the Promoters.
 - m. Create any nuisance or disturbance or misbehave in the matter of enjoying the common facilities provided to the entire Apartment Owners in the building or the Project.
 - n. Refuse to pay such sums as are demanded for use and enjoyment of common facilities in the Project
 - o. Trespass into other Apartment in the Project, or misuse the facilities provided for common use.
 - p. Use the Apartment as a transit Apartment and should not be let out/permit to use the same on daily/weekly/fortnightly basis.
24. The use of the common amenities and other facilities by the Allottee/s shall be without causing any disturbance or annoyance to the fellow users and without committing any act of waste or nuisance which will affect the peace and tranquility of the place and shall not default/refuse/ avoid paying the subscription and other charges for the use of the facilities therein.
25. The Allottee/s shall not park any vehicles in any part of Schedule 'A' Property except in the parking area specifically allotted by the Allottee/s and earmarked for the Allottee/s and not to enclose the parking areas or put up any construction therein whether temporary or permanent.
26. The Allottee/s shall not throw garbage/used articles/rubbish in the common areas, and open spaces, roads and open spaces left open in the Schedule 'A' Property. The Allottee/s shall strictly follow rules and regulations for garbage disposal as may be prescribed by the Promoters or Agency maintaining the common areas and facilities in the Project or by the Owners Association.
27. The Allottee/s shall not keep any cattle/livestock in the Apartment or in Schedule 'A' Property and Allottee/s shall keep all the pets confined within the Apartment and shall ensure that the pets do not create any nuisance/ disturbance to the other owners/occupants in the building. The Allottee/s/occupants shall ensure that the pets

shall not make any dirt on the common areas etc. If the same is done, the Allottee/s/occupant shall clear the same immediately.

28. The Allottee/s shall maintain at Allottee/s's cost the said Apartment and Parking Space in good condition, state and order and shall abide by all the laws and regulations of the Government, Corporation of the City of Anekal, Development Authority, City Municipal Council, and any other duly constituted authority from time to time in force, and answer and be responsible for all notices or violations and of any of the terms and conditions in this Agreement, from the date of execution of the sale deed.
29. The Allottees shall not use the Apartment/Parking Space/setback space/Terrace or permit the same to be used for any purpose which in the opinion of the Promoters and/or Maintenance Company or Association on its formation to cause nuisance or annoyance to occupiers of the other Apartment/Parking Space/Terrace in the said building to the Owners or occupiers of the neighboring buildings and/or properties nor use the same for any illegal or immoral purposes, nor use the parking space for any other purpose except for parking light motor vehicles and should not construct any barrier enclosing the allotted parking space.
30. The Allottee/s shall use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in Schedule 'A' Property and in the Apartment Building in common with the other Apartment Owners and to permit free passage of water, sanitary, electricity and electrical lines, through and along the same or any of them and to share with the other Apartment Owners the cost of maintaining and repairing all common amenities such as common accesses staircases, lifts, generator, etc., and to use the same as aforesaid and/or in accordance with the Rules, Regulations, Bye-Laws and terms of the Association to be formed by or among the Apartment Owners in the Project.
31. The Allottee/s shall permit the Promoters and/or Maintenance Company and/or Owners' Association and/or their agents with or without workmen at all reasonable times to enter into and upon the Apartment/Parking Space or any part thereof for the purpose of repairing, maintaining, re-building, cleaning and keeping in order and condition all services, drains, structures or other conveniences belonging to or servicing or used for the said Apartment and also for the purpose of laying, maintaining, repairing and testing drainage, water pipes and electric wires and for similar purposes and also for the purpose of cutting off the supply of water and electricity etc., to the Apartment/Parking space or other common areas of the building or to the occupiers of such Apartment/Parking space as the case may be who have defaulted in paying the share of the water, electricity and other charges. The Allottee/s shall not object to the disconnection of various services including but not limited to supply of water and electricity if he defaults in making the payment of common area maintenance for Apartment to the promoters or / and Association

32. The Allottee/s shall not object for use of Common Road/Drive way/Passage in the Schedule 'A' Property for making use of the same by the Owners/Occupants/Users of the balance portions of the property in Schedule 'A' above.
33. The common areas and facilities shall remain undivided and no Apartment owner including Allottee/s shall bring any action for partition or division of any part thereof. Further the Allottee/s shall not seek partition of undivided share in the Schedule 'A' Property.
34. The Allottee/s can make use of the common areas and facilities in accordance with the purpose for which they are intended without hindering or encroaching upon the lawful rights of other Apartment owners in the Project.
35. The Allottee/s/his workmen/agents shall use the lifts for movement of men and light weight household material carefully without damaging the lifts. If the lift is damaged by Allottee/s/his workmen/agents, the cost of repair/replacement shall be borne by the Allottee/s.
36. The Allottee/s shall pay to the Promoters or Maintenance Company or Owners' Association as the case may be the following expenses in proportion to his/her/their share in Apartment.
 - a. Expenses for maintenance of lifts, pump sets, generators and other machineries, STP, sanitary and electrical connections in the building and in the Project. including the cost of AMC's for these equipments;
 - b. Electricity consumption charges for running all common services, project branding, logo branding, building special effect lighting and lighting the common areas, basement and all open areas and water consumption charges of buildings and for facilities in the Project
 - c. Cost of replacement of electrical fittings and bulbs in all common areas, corridors, and basement and open places;
 - d. Expenses for maintenance of the buildings and the land surrounding thereto, white washing and colour washing of common areas, roads, developments, external areas and the compound;
 - e. Expenses incurred in the maintenance of landscape, pots and other plants in Schedule 'A' Property Salaries and wages payable to the property manager, security guards, lift

operators, plumbers, electricians, gardeners, pumps and generator operators and all other staff appointed;

- f. Such other expenses which are common in nature and not attributable any Apartment in particular but relates to the development in Schedule 'A' Property in general.
- g. The monthly maintenance charges payable by the Allottee/s will commence immediately after the Occupancy Certificate / Completion Certificate for the Project is obtained, and that the Maintenance charges for common areas, amenities and facilities will be fixed by the Promoter for the Apartment, with applicable goods and service taxes, if any, till formation and handover to association of allottees. It is clarified that Total Price and Schedule D is exclusive of the Maintenance, sinking charges, corpus deposit, electricity, D G Charges, A C Charges etc and that these are to be paid separately to the Promoter. The maintenance charges, DG charges and A C charges are to be paid to the Promoter on or before 05th day of every month till handover to association and in case of any delay interest at the rate of SBI MCLR + 2 % shall be paid to the Promoter.