

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("this Agreement") is made and executed on this the _____ day of _____, Two Thousand _____ (____-____-____) at Bangalore:

BY AND BETWEEN

CENTURY PRIME PROPERTIES PRIVATE LIMITED, a private limited company, duly incorporated under applicable Indian Laws, having its office at No. 10/1, Lakshminarayana Complex, Palace Road, Bangalore - 560 001, hereinafter referred to as the "Promoter" represented herein by its authorized signatory _____, which expression shall, wherever the context so requires or admits, mean and include its successors-in-title and permitted assigns) of the One Part;

PAN:

AND

_____, hereinafter referred to as the "Allottee(s)", (which expression wherever the context so requires or admits shall mean and include his/her/their heirs, legal representatives, executors, administrators and assigns or any one claiming through or under them) of the Other Part;

(Aadhaar No. _____ & PAN : _____)

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

WHEREAS

A. The Promoter herein is the absolute owner of the residentially converted lands comprised in survey No.113/1 measuring 2 Acres 6 Guntas, survey No.113/2 measuring 0 Acre 28 Guntas, survey No.115/1 measuring 1 Acre 32 Guntas, survey No.115/2 measuring 1 Acre 34 Guntas, survey No.114 measuring 0 Acre 22 Guntas, survey No.117/1 measuring 3 Acres, survey No. 117/2 measuring 3 Acres 6 Guntas, survey No.117/3 measuring 3 Acres and survey No.126 measuring 9 Acres 22 Guntas totally measuring 25 Acres 30 Guntas situated at Bidaluru Village, Kasaba Hobli, Devanahalli Taluk which is morefully described in the Agreement under 'SCHEDULE - A' hereunder and hereinafter referred to as "Schedule A Property".

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- B. The Promoter herein had acquired the Schedule A Property, by virtue of two separate Sale Deeds both dated 31-08-2023 registered as document No.DNH-1-6340/2023-24 & DNH-1-6341/2023-24 of Book I, in the office of the Sub-Registrar, Devanahalli.
- C. The Schedule A Property has been converted from agricultural use to non-agricultural residential purposes vide Official Memoranda / Conversion Orders dated
- (i) 04/03/2005, bearing No.ALN:SR.(De)186/2004-05;
 - (ii) 04/03/2005, bearing No.ALN:SR.(De)187/2004-05;
 - (iii) 27/06/2005, bearing No. ALN:SR.(De)24/2005-06;
 - (iv) 12/08/1997 renewed on 19/06/2007 bearing No.ALN(De) SR.310/1996-97
 - (v) 04/03/2005 bearing No.ALN:SR.(De)188/2004-05
 - (vi) 23/12/1997 renewed on 19/06/2007 bearing No.ALN(De)SR.108/1997-98

all issued by the Deputy Commissioner, Bangalore Rural District.

- D. The Promoter herein is intending to develop a residential Layout known as Century Trails in Phases and a residential formed on the Schedule A Property shall hereinafter be referred to as "Century Trails Phase 1" or "Residential Layout" or "said Project"
- E. Accordingly the Promoter is being developing the said Residential Layout on the Schedule A Property as per the plan sanctioned by the STRR Planning Authority vide its Order No. STRR PA/TP/LAO/_____ dated _____. ("said Plan")
- F. The Promoter has registered the Residential Layout under the provisions of the Real Estate (Regulation and Development) Act, 2016 ("said Real Estate Act") read with Karnataka Real Estate (Regulation and Development) Rules, 2017 ("said Real Estate Rules") with the Karnataka Real Estate Regulatory Authority at Bangalore vide Registration No. _____.
- G. The Allottee/s, having fully understood the proposed scheme of development by the Promoter and after being satisfied of the Promoter's title to the Schedule 'A' Property, had applied for allotment of a plot in the Project and accordingly the Promoter had allotted the plot bearing No._____ in the said Residential Layout/Project which is morefully described in "Schedule - B" hereunder and hereinafter referred to as the "Schedule 'B' Property" on certain terms and conditions.
- H. The terms and conditions of allotment of plots, development of the Residential Layout, and conveyance of Schedule B Property, including the rights and obligations of the Allottee/s etc., are more-fully described in the Annexure A attached hereto.

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. **SALE CONSIDERATION** : The Promoter hereby agrees to sell the Schedule B Property to the Allottee in its entirety and the Allottee agrees to purchase the Schedule B Property for a valuable sale consideration of Rs. _____ /- (Rupees _____ only) ("**Sale Consideration**") as an absolute estate. The Allottee shall pay the said sale consideration to the Promoter through Account Payee cheque/ demand draft/ bankers cheque favoring the Promoter or online transfer.
2. **PAYMENT OF CONSIDERATION** : The Allottee/s shall pay the said sale consideration to the Promoter in the manner as set in Schedule C hereunder
3. **COMPLETION OF THE PROJECT**: The Promoter shall abide by the time schedule for completing the said Project and handing over the Schedule 'B' Property to the Allottee as disclosed at the time of registration of the said Residential Layout with the Authority (i.e., 31.03.2027, or revised date if any duly approved by the said Authority with grace period of 6 months). The Allottee shall also adhere to the Payment Plan as mentioned at Schedule - C and such other conditions as laid down in the Annexure A defined below.
4. **NAME OF THE PROJECT**: The name of the Project shall be "Century Trails" and the Promoter reserves the right to change the said name prior to completion of the Project. The Allottee/s shall not alter or subscribe to alteration of the name of the Project.
5. **ANNEXURE A** : All the details of Scheme of development, Terms and Conditions of Development & Allotment, Rights & Obligations, Covenants & Warranties etc are morefully described in the Annexure A attached to this Agreement and the same shall form integral part of this Agreement.
6. **ACKNOWLEDGMENT OF ANNEXURE A**: The Allottee herein hereby expressly confirms and affirms that he/she had perused the said Annexure A and agrees that this Agreement is subject to the clauses / terms & conditions of the said Annexure A.
7. **BINDING NATURE OF ANNEXURE A** : The Promoter and Allottee hereby agrees and undertakes to be bound by all clauses / terms & conditions of the said Annexure A.
8. **SCHEDULE D** : The plot/layout plan of the Schedule B Property is attached to this Agreement as Schedule D.
9. **ENTIRE AGREEMENT**: This Agreement, along with its schedules, and the Annexure A 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 / promises / assurances whether written or oral, if any, between the Parties in regard to the Schedule 'B' Property, as the case may be.

SCHEDULE - A

(Description of the land for development of Century Trails as per said Plan
i.e. Schedule A Property)

ALL THAT PIECES AND PARCELS OF residentially converted lands admeasuring 25 Acres 30 guntas comprised in survey Nos.113/1, 113/2, 115/1, 115/2, 114, 117/1, 117/2, 117/3 & 126 situated at Bidaluru Village, Kasaba Hobli, Devanahalli Taluk coming within the jurisdiction of Bidaluru Village Panchayath and bounded as follows:

East By : Land bearing Survey Nos. 116, 113/3, 112, 124;
West By : Land bearing Survey Nos.119, 116, 125/2;
North By : Land bearing Survey Nos.125/1C, 125/2, 144 & 124;
South By : Road, Land bearing Survey Nos.116, 115/3 & 113.

SCHEDULE - B

(Description of the plot agreed to be conveyed)

ALL THAT PIECE AND PARCEL OF the residential plot No.____ in Phase 1 of the Residential Layout known as "Century Trails" (formed on the above described Schedule A Property), measuring East to West _____ Meters and North to South _____ Meters, admeasuring _____ Square Meters (equivalent to _____ Square Feet) (which is carved out of Survey No.____ of Bidaluru Village forming part of Schedule A Property) and bounded on the:

East by :
West by :
North by :
South by :

SCHEDULE - C

Payment Plan	
EOI Amount	Rs. ____
Booking Amount on the date of Plot Selection	Rs. ____
Allotment Amount - On the day of Plot Selection (PDC dated within 7 days of date of Booking)	____%
Within a max 30 days from date of booking/plot selection	15%
On Initiation of Roads and Service Lines	40%
On Initiation of Levelling, Plot Demarcation	25%
Upon Registration of Plot	10%
Total	100%

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SCHEDULE - D
(Site / Layout Plan)



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IN WITNESS WHEREOF the Parties hereinabove named have set their respective hands and signed this Agreement for Sale (together with Annexure A) at Bangalore in the presence of attesting witness, signing as such on the day first above written.

WITNESSES:

1.

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2.

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ANNEXURE A
(TO THE AGREEMENT FOR SALE)

This Annexure - A shall form integral part and parcel of the Agreement for Sale entered into between the Promoter and the Allottee/s with respect to allotment / purchase of one of the residential Plots in the Residential Layout /Project.

PART A - DEFINITIONS AND INTERPRETATIONS:

For the purpose of the Agreement for Sale entered into between the Promoter and the Allottee/s, unless the context otherwise requires-

- a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- b) "Agreement" means the Agreement for Sale entered into between the Promoter and the Allottee/s with respect to allotment / purchase of one of the Plots in Residential Layout /Project; ;
- c) "Allottee/s" means person(s) / Company or any other entity intending to the purchase any residential unit/s in the Residential Layout /Project;
- d) "Appropriate Government" means the Government of Karnataka;
- e) "Building" means any construction constructed on the Schedule 'B' Property upon obtaining the building sanctioned Plan from the appropriate authorities.
- f) "Club House" means the Club House situated within Century Trails
- g) "Promoter" means Century Prime Properties Private Limited;
- h) "Rules" means the Karnataka Real Estate (Regulation and Development) Rules, 2017 made under the Real Estate (Regulation and Development) Act, 2016;
- i) "Regulations" means the Regulations made under the Real Estate (Regulation and Development Act, 2016;
- j) "Section" means a section of the Act.
- k) Words importing persons or parties shall include firm and corporation and any organization having legal capacity;
- l) Words importing singular include plural and vice versa wherever the context so requires;
- m) Reference to any law shall include such law as from time to time enacted, amended, supplemented or re-enacted;
- n) Reference to any gender includes a reference to all other genders;
- o) Reference to the words include or including shall be construed without limitation;

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- p) Headings and titles in the Agreement / this Annexure are indicative and shall not be deemed part thereof or be taken into consideration in the interpretation or construction of the Agreement / Annexure.

PART B – DETAILS OF TERMS AND CONDITIONS, RIGHTS AND OBLIGATIONS, REPRESENTATION AND WARRANTIES ETC PERTAINING TO THE AGREEMENT:

- I. The Parties have gone through all the terms and conditions set out in this Annexure and understood the mutual rights and obligations detailed herein;
- J. The Promoter has informed the Allottee/s and the Allottee/s is aware that-
- a) the common amenities and facilities in the Residential Layout /Project may not be completed at the time of registration of the Sale Deed of the Schedule 'B' Property and / or handing over of the possession of the Schedule 'B' Property. However the same will be completed before the completion of the entire development of the Residential Layout /Project. Further all common amenities and facilities which are provided / to be provided in any of the phases of Century Trails shall be made available to all the Allottee/s of Century Trails;
 - b) the common amenities and facilities agreed to be provided herein, are subject to technical feasibilities and approvals from the competent authorities;
 - c) that the Schedule 'B' Property can be used only for residential purposes and in terms of the rules and regulations formulated by the Promoter and/or the association of the Allottee/s of the Plots in the Residential Layout / Project i.e. Century Trails Welfare Owners Association ("Owners' Association");
 - d) the open spaces, roads, parks common areas will be relinquished to the plan sanctioning authority on completion of the development, however the same will be managed and maintained by the Promoter and thereafter by the Owners' Association on handing over the same to the Owners' Association;
- K. The Parties hereby confirm that they are signing the Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the development of the entire Century Trails;
- 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 the Agreement and all applicable laws, are now willing to enter into the Agreement on the terms and conditions appearing hereinafter;

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M. In accordance with the terms and conditions set out in the Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee/s hereby agrees to purchase the Schedule 'B' Property as specified herein above.

1. TERMS:

1.1 Subject to the terms and conditions as detailed in the Agreement, the Promoter agrees to sell to the Allottee/s and the Allottee/s hereby agrees to purchase, the Schedule 'B' Property as specified hereinabove in the Agreement.

1.2 The Sale Consideration / total sale consideration for the Schedule 'B' Property based on the Plot Area and the Payment Plan is morefully set out in 'Schedule - C' hereunder.

1.2.1 The said Sale Consideration shall include the booking amount paid by the Allottee/s to the Promoter towards the Schedule 'B' Property;

1.2.2 The said Sale Consideration shall further include Taxes [consisting of tax paid or payable by the Promoter by way of Goods and Service Tax (GST) or any other similar taxes which may be levied, in connection with the development of the Layout payable by the Promoter, by whatever name called] and the same shall be payable by the Allottee/s on or before handing over the possession of the Schedule 'B' Property to the Allottee/s and the common areas to the Owners' Association, as the case may be;

1.2.3 Provided that, in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee/s to the Promoter shall be increased/reduced based on such change / modification;

1.2.4 Provided further that, if there is any increase in the taxes after the expiry of the scheduled date of completion of the Residential Layout/Project as per registration with the Authority, which shall include the extension of registration, if any, granted by the Authority, as per the Act, the same shall not be charged from the Allottee/s;

1.2.5 The Promoter shall periodically intimate in writing to the Allottee/s, the amount payable as stated herein above and the Allottee/s shall make payment demanded by the Promoter within 7 days from the date of receipt of the same. In addition, the Promoter shall provide to the Allottee/s 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;

1.2.6 The Sale Consideration of the Schedule 'B' Property includes recovery of price of land, the common areas, internal development charges, external development charges, taxes, cost of providing electricity, water, sanitary/sewage connections and also includes cost for

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providing all other facilities, amenities and specifications to be provided in the Residential Layout/Project as specified hereunder.

- 1.3 The Sale Consideration of the Schedule 'B' Property is escalation-free, save and except increases which the Allottee/s hereby agrees to pay, due to increase on account of developmental charges payable to the competent authority and/or any other increase in any charges which may be levied or imposed by the competent authority from time to time, including GST and such other similar taxes. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in developmental 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/s, which shall only be applicable on subsequent payments.
- 1.4 Provided that if there is any new imposition or increase of any developmental charges after the expiry of the scheduled date of completion of the Residential Layout/Project as per registration with the Authority, which shall include the extension of registration, if any, granted by the Authority, as per the Act, the same shall not be charged from the Allottee/s.
- 1.5 The Allottee/s shall make the payment as per the payment plan set out in Schedule - C of the Agreement.
- 1.6 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee/s by discounting such early payments @ 5% per annum for the period by which the respective installment has been pre-poned. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/s by the Promoter.
- 1.7 It is agreed that the Promoter shall not make any significant additions and alterations in the sanctioned plan (attached to the Agreement) and common amenities and facilities as in respect of the Schedule 'B' Property or the Residential Layout/Project as the case may be, without the previous written consent of the Allottee/s as per the provisions of the Act.
- 1.8 Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee/s, or such minor changes or alterations as per the provisions of the Act.
- 1.9 The Promoter shall confirm to the final Plot Area of the Schedule 'B' Property, after development of the plots in the Residential Layout/Project is complete, by furnishing details of the changes, if any, in the Plot Area. The Sale

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Consideration payable for the Plot Area shall be re-calculated upon confirmation by the Promoter. If there is any reduction in the Plot Area then the Promoter shall refund the excess money paid by Allottee/s within Sixty (60) days with annual interest at the rate equivalent to the prevailing State Bank of India ("SBI") Marginal Cost of funds based Lending Rate (MCLR) applicable for the financial year in which such interest is computed, plus two (2) % per annum, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the Plot Area, allotted to the Allottee/s, the Promoter may demand that from the Allottee/s as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed hereinabove in the Agreement.

- 1.10 Subject to the Allottee/s not defaulting in payment of the Total Price, the Promoter agrees and acknowledges, the Allottee/s shall have the right to the Schedule 'B' Property as mentioned below:
 - 1.10.1 The Allottee/s shall have exclusive ownership of the Schedule 'B' Property;
 - 1.10.2 The Allottee/s shall use the common areas along with other occupants / owners without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas to the Owners' Association on completion of each phase of Century Trails in terms of the existing law;
 - 1.10.3 That the consideration for sale of the Schedule 'B' Property includes cost of land, Common Areas, internal development charges, external development charges, taxes and includes cost for providing all other facilities, amenities and specifications to be provided within the Residential Layout/Project;
 - 1.10.4 The Allottee/s has the right to visit the Residential Layout/Project with prior notice to the Promoter to assess the extent of development of the Residential Layout/Project;
- 1.11 It is agreed that Century Trails is an independent, self-contained layout covering larger lands which will be developed in phases and the common facilities and amenities shall be available for use and enjoyment of all the owners/occupants of Century Trails, and on subsequent transfer / alienation, to their successor/s in title.
- 1.12 The Promoter agrees to pay all outgoings before transferring the physical possession of the Schedule 'B' Property to the Allottee/s, which it has collected

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from the Allottee/s, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity including mortgage loan and interest on mortgages or other encumbrances and such other liabilities) payable to competent authorities banks and financial institutions, which are related to the Residential Layout/Project.

1.13 If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee/s or any liability, mortgage loan and interest thereon before transferring the Schedule 'B' Property to the Allottee/s, the Promoter agrees to be liable, even after the transfer of the Schedule 'B' Property, to pay such outgoings and penal charges, if any, to the Authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.14 The Allottee/s has paid the Booking Amount in the manner detailed in Schedule C, being part payment towards the Sale Consideration of the Schedule 'B' Property at the time of making the application, the receipt of which the Promoter hereby acknowledge and the Allottee/s hereby agrees to pay the remaining charges/Sale Consideration of the Schedule 'B' Property as prescribed in the payment plan as set out in Schedule C as may be demanded by the Promoter from time to time and in the manner specified therein within the timelines specified therein:

Provided that, if the Allottee/s delays in payment towards any amount which is payable, the Allottee/s shall be liable to pay interest at the rate equivalent to the prevailing SBI, MCLR applicable for the financial year in which such interest is computed, plus two (2)% per annum, on all outstanding amounts from the due date upto the date of the Allottee/s making the payment. In the event the Booking Amount is not specified in the Schedule C, then 10% of the Total Sale Consideration shall be deemed as the "Booking Amount".

2. MODE OF PAYMENT:

2.1 Subject to the terms of the Agreement, the Allottee/s shall make all payments on written demand by the Promoter, within the stipulated time as set out in Schedule-C. Further at the time of making the payments as set out in Schedule C, the Allottee/s shall deduct the tax at source (TDS) at applicable rate, on the said amounts and remit the same to the Income Tax department on behalf of the Promoter, and shall furnish the challan for having remitted the TDS within 30 days from the date of such deduction.

2.2 The Allottee/s shall pay the balance consideration to the Promoter as per Schedule C of the Agreement. In case of the first time of a cheque being dishonoured, a sum

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of Rs.5,000/- (Rupees Five Thousand only) would be debited to the Allottee/s account. In the event of subsequent dishonor of any cheques, a sum of Rs.10,000/- (Rupees Ten Thousand Only) would be debited to the Allottee/s' account. This is without prejudice to the rights of the Promoter to terminate the Agreement as breach on the part of the Allottee/s at any of the stages. Further, the receipt of the payment by the Promoter after dishonour shall not be a waiver of the Promoter's right to terminate the Agreement as breach on the part of the Allottee/s or for any subsequent breaches.

- 2.3 For the sake of clarity it is reiterated that the liability to deduct tax at source (TDS) on payments made for purchase of Schedule 'B' Property, as applicable under the provisions of the Income Tax Act, 1961, shall be of the Allottee/s and the same to be strictly complied by the Allottee/s. The Allottee/s shall submit duly signed Form 16B generated through income tax department's website (Traces), to the Promoter to get the credit for TDS remitted by them, for every TDS deducted. Further, if required by the Promoter, the Allottee/s shall submit the complete details of such TDS paid with challan numbers and the date of remittance to the Promoter, before registration of Sale Deed.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee/s, if resident outside India, then the Allottee/s shall be solely responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc., and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under the Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of the 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/s understands and agrees that in the event of any failure on the Allottee/s' part to comply with the applicable guidelines issued by the Reserve Bank of India, the Allottee/s 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 herein above. The Allottee/s shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/s subsequent to the signing of the Agreement, it shall be the sole responsibility of the

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Allottee/s to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any, under the applicable laws.

- 3.3 The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee/s and such third party shall not have any right in the application/allotment of the Schedule 'B' Property applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee/s only.

4. ADJUSTMENT/ APPROPRIATION OF PAYMENTS:

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

5. DEVELOPMENT OF THE RESIDENTIAL LAYOUT/PROJECT:

- 5.1 The Allottee/s has inspected, verified and satisfied himself/herself of the approved layout plan, specifications, amenities and facilities of the Residential Layout/Project and further accepted the same, including the Payment Plan as mentioned at Schedule - C of the Agreement. The Promoter shall develop the Residential Layout/Project in accordance with the said approved plans, and specifications, amenities and facilities. Subject to the terms in the Agreement / this Annexure, the Promoter undertakes to strictly abide by such plans approved by the Competent Authorities and shall also strictly abide by the bye-laws, other norms and provisions prescribed by the Government of Karnataka, and shall not have an option to make any variation / alteration / modification in such plans and breach of this term by the Promoter shall constitute a material breach of the Agreement.

6. POSSESSION OF THE SCHEDULE 'B' PROPERTY:

- 6.1 Schedule for possession of the Schedule 'B' Property - The Promoter agree and understand that timely delivery of possession of the Schedule 'B' Property to the Allottee/s and the Common Areas to the Owners Association is the essence of the Agreement. The Promoter assures to hand over possession of the Schedule 'B' Property immediately on the Allottee's paying the sale consideration as provided in Schedule C.

The Promoter's obligation to hand over possession of the Schedule 'B' Property within the time mentioned at clause 5 supra I subject to occurrence of event of

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force majeure like war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the Residential Layout/Project ("Force Majeure"). In the event of occurrence of event of force majeure the Promoter shall be entitled to corresponding extension of time for delivery of possession of the Schedule 'B' Property.

- 6.2 Procedure for taking possession - The Promoter, on obtaining full/partial Site Release letter from the competent authority, as the case be, shall intimate the Allottee/s to pay the balance consideration if any, and get the Sale Deed registered and take possession of the Schedule 'B' Property within 30 (thirty) days from the date of said intimation ('Conveyance Period'). The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfillment of any of the formalities / documentation for delivering possession to the Allottee/s.

The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee/s, agrees to pay the maintenance charges as determined by the Promoter / Owners' Association, as the case may be. The Promoter shall hand over the copy of completion certificate / the said Release letter to the Allottee/s at the time of conveyance of the Schedule 'B' Property.

- 6.3 Failure of Allottee/s to take Possession of Schedule 'B' Property - Within Conveyance Period the Allottee/s shall get the sale deed executed and registered, and take possession of the Schedule 'B' Property from the Promoter by executing other necessary indemnities, undertakings and documentation/s as required by the Promoter, and the Promoter shall hand over the possession of the Schedule 'B' Property to the Allottee/s. In case the Allottee/s fails to take possession within said Conveyance Period or such other agreed timelines between Parties in writing, such Allottee/s shall be liable to pay Holding on Charges from the last date of Conveyance Period till the date of taking actual possession, at the rate of Rs.5 (Rupees Five only) per Sq. Ft. per month and also liable to pay interest on the balance sale consideration if any, payable by the Allottee/s, calculated at the rate equivalent to the prevailing SBI, MCLR applicable for the financial year in which such interest is computed, plus two percent (2%) per annum. Further irrespective of whether or not, the Allottee/s got the Sale Deed registered in his name and/or taken possession of the Schedule B Property within the Conveyance Period, the Allottee/s shall be liable to pay all the property taxes and other out goings of Schedule B Property from the said Conveyance Period.

- 6.4 Possession by the Allottee/s - After obtaining Final Approval letter for Residential Layout/Project and handing over physical possession of the Schedule 'B' Property

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to the Allottee/s, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas to the Owners' Association with respect to the Residential Layout/Project. However it is made clear that the common areas, parks and open spaces have been relinquished to the sanctioning authority as detailed herein above and the Owners' Association shall maintain the same.

6.5 Cancellation by Allottee/s - The Allottee/s shall have the right to cancel/withdraw his allotment in the Residential Layout/Project as provided in the Act:

Provided that where the Allottee/s proposes to cancel/withdraw from the Residential Layout/Project without any fault of the Promoter, the Promoter herein are entitled to forfeit Allottee/s upto 10% of the Total Sale Consideration. Further, the Promoter shall also be entitled to forfeit the taxes, statutory levies and other Government dues received from the Allottee/s in respect of the Schedule 'B' Property and remitted to the concerned authorities which are not recoverable. The balance amount of money paid by the Allottee/s shall be returned by the Promoter to the Allottee/s after 6 months from cancellation in 6 (Six) equal instalments for all such cancellation. .

6.6 Compensation - The Promoter shall compensate the Allottee/s in case of any loss caused to him due to defective title of the land, on which the Residential Layout/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 the development of the Residential Layout/Project or is unable to give possession of the Schedule 'B' Property -

- i. in accordance with the terms of the Agreement, subject to any force majeure event as detailed supra; or
- ii. due to discontinuance of its business as a developer on account of suspension or revocation of the registration under the Act; or

The Promoter shall be liable, on demand to the Allottee/s-

- i. In case the Allottee/s wishes to withdraw from the allotment of the Schedule 'B' Property in the Residential Layout/Project, without prejudice to any other remedy available, to return the total amount received by the Promoter in respect of the Schedule 'B' Property, with interest at the rate prescribed in the Rules [i.e., interest calculated at the rate equivalent to the prevailing SBI, MCLR applicable for the financial year in which such interest is computed,

plus 2 (two) % per annum] within 60 (sixty) days of it becoming due. However, the Promoter shall be entitled to forfeit the taxes, statutory levies and other Government dues received from the Allottee/s in respect of the Schedule 'B' Property and remitted to the concerned authorities and shall not be recoverable.

- ii. Provided that, where if the Allottee/s does not intend to withdraw from the allotment of the Schedule 'B' Property in the Residential Layout/Project, the Promoter shall pay the Allottee/s interest at the rate prescribed in the Rules [i.e., interest calculated at the rate equivalent to the prevailing SBI, MCLR applicable for the financial year in which such interest is computed, plus two (2) % per annum] for every month of delay, till the handing over of the possession of the Schedule 'B' Property, which shall be paid by the Promoter to the Allottee/s within 60 (sixty) days of it becoming due.

7. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER: The Promoter hereby represents and warrants to the Allottee/s as follows:

- 7.1 That the Promoter is the sole and absolute owner of the Schedule 'A' Property and has clear and marketable title to the said Land;
- 7.2 The Promoter has requisite rights to carry out development upon the Schedule 'A' Property;
- 7.3 The Promoter has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Residential Layout/Project;
- 7.4 The Schedule 'B' Property as on the date of execution of the conveyance deed will be free from any kind of encumbrances, litigations or third party claims;
- 7.5 All approvals, licenses and permits issued by the competent authorities with respect to the Residential Layout/Project are valid and subsisting and have been obtained by following the 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 Residential Layout/Project and the Schedule 'B' Property and the Common Areas;
- 7.6 The Promoter has the right to enter into the Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;
- 7.7 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 Schedule 'B' Property which will, in any manner, affect the rights of Allottee/s under the Agreement;

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- 7.8 The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Schedule 'B' Property to the Allottee/s in the manner contemplated in the Agreement;
- 7.9 At the time of execution of the Conveyance Deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Schedule 'B' Property to the Allottee/s;
- 7.10 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;
- 7.11 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 Residential Layout/Project to the Competent Authorities till the date of the obtaining completion certificate or release order whichever is earlier and possession of Schedule 'B' Property has been handed over to the Allottee/s and the Common Areas (equipped with all the specifications, amenities and facilities) has been handed over to the Owners' Association;
- 7.12 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 Schedule 'A' Property) has been received by or served upon the Promoter in respect of the Schedule 'A' Property and/or the Residential Layout/Project.

8. EVENTS OF DEFAULTS AND CONSEQUENCES:

- 8.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:
- 8.1.1 Promoter fails to provide the possession of the Schedule 'B' Property to the Allottee/s within the time period as agreed under the Agreement or fails to complete the Residential Layout/Project within the stipulated time disclosed at the time of registration of the Residential Layout/Project with the Authority.
- 8.1.2 Discontinuance of the Promoter's business as a Promoter on account of suspension or revocation of his registration under the provisions of the Act or the Rules or regulations made thereunder.
- 8.2 In case of Default by Promoter under the conditions listed above, Allottee/s is entitled to the following:

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8.2.1 Stop making further payments to Promoter as demanded by the Promoter. If the Allottee/s stops making payments, the Promoter shall correct the situation by completing the development milestones and only thereafter the Allottee/s be required to make the next payment without any interest; or

8.2.2 The Allottee/s 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/s under any head whatsoever towards the purchase of the Schedule 'B' Property, along with interest at the rate prescribed in the Rules [i.e., interest calculated at the rate equivalent to the prevailing SBI, MCLR applicable for the financial year in which such interest is computed, plus 2 (two)% per annum and the same shall be refunded/returned by the Promoter to the Allottee/s after 6 months of cancellation in 6 (Six) equal instalments for all such cancellation.

Provided that where an Allottee/s does not intend to withdraw from the Residential Layout/Project or terminate the Agreement, the Allottee/s shall be paid, by the Promoter, interest at the rate prescribed in the Rules [i.e., interest calculated at the rate equivalent to the prevailing SBI, MCLR applicable for the financial year in which such interest is computed, plus two percent (2%) per annum], for every month of delay till the handing over of the possession of the Schedule 'B' Property, which shall be paid by the Promoter to the Allottee/s within 6 (Six) month of it becoming due.

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

8.3.1 In case the Allottee/s fails to make payments of an installment even after 02 (two) consecutive demands made by the Promoter as per the Schedule - C annexed hereto, despite having been issued notice in that regard, the Allottee/s shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules [i.e., interest calculated at the rate equivalent to the prevailing SBI, MCLR applicable for the financial year in which such interest is computed, plus 2 (two) % per annum];

8.3.2 In case of Default by Allottee/s under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Schedule 'B' Property in favour of the Allottee/s and refund the money paid to the Promoter by the Allottee/s by deducting the booking amount and the interest liabilities as specified in the above clause and the Agreement shall thereupon stand terminated.

Provided that the Promoter shall intimate the Allottee/s about such termination at least 30 (thirty) days prior to such termination. However, the Promoter shall refund the amounts to the Allottee/s, after deducting the taxes, levies, charges etc., that has been collected and remitted by the Promoter to the competent authorities in respect of the said Allotment and which are not recoverable from the competent authorities.

9. CONVEYANCE OF THE SCHEDULE 'B' PROPERTY:

- 9.1 On receipt of Sale Consideration of the Schedule 'B' Property under the Agreement from the Allottee/s, the Promoter shall execute a deed of conveyance and convey the title of the Schedule 'B' Property to Allottee/s within such period as may be expressly agreed between Parties.
- 9.2 However, in case the Allottee/s fails to remit the stamp duty and/or registration charges within the period intimated by the Promoter, the Promoter shall withhold the registration of the conveyance deed in favour of the Allottee/s, till the Allottee/s remits the stamp duty and/or registration charges. In case there is any increase in the guidance value of the Schedule 'B' Property due to which the Promoter suffers any additional tax, the Allottee/s shall also be liable to pay such increased tax.

10. MAINTENANCE OF THE RESIDENTIAL LAYOUT/PROJECT:

- 10.1 The Total sale consideration / Sale Consideration do not include the maintenance amount i.e. maintenance corpus / sinking fund amount / advance maintenance amount and the Allottee/s shall pay the said maintenance amount as per Schedule C.
- 10.2 In the event the Century Trails Owners Association is not formed as on the date of issuance of the 100% Release order / Completion Certificate of the Residential Layout/Project, the Allottee/s, within 60 days from the date of issuance of the 100% Release order / Completion Certificate of the Residential Layout/Project, shall form the Owner's Association for the maintenance of the Century Trails. The Promoter / Owners' Association shall be responsible to provide and maintain essential services from the date of handing over the possession of the Schedule 'B' Property. The approximate cost of first 12 months of such maintenance has been mentioned in the Schedule C. However in the event the cost of maintenance of the Residential Layout/Project till the date of taking over of maintenance of the Residential Layout/Project by the owners' Association, exceeds the amount collected by the Promoter from the Allottee/s for the maintenance, then the Promoter is entitled to utilise the maintenance corpus for the said maintenance purposes;

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- 10.3 Maintenance charges will be applicable for all the plots. The Allottee/s agrees to abide by the charges without a separate intimation being sent in this regard. Maintenance Charges for the Schedule 'B' Property will be paid by the Allottee/s to the Promoter from the date of Allottee/s taking possession of the Schedule 'B' Property or from the date of Promoter intimating the Allottee/s to take possession of the Schedule 'B' Property, whichever is earlier. The Promoter shall use the maintenance charges amount for maintenance of the Century Trails and the maintenance will be utilized for maintenance of all common services, including capital expenditure like replacement of the generator/s, transformer/s or painting of common areas etc and also the general maintenance after exhausting the maintenance amount collected as mentioned in Schedule C of the Agreement. If the advance Maintenance charges and/or Maintenance corpus is exhausted, the Promoter or Owners' Association can call upon the Allottee/s to pay proportionate share of expenses and the Allottee/s agrees to make the payment immediately;
- 10.4 Upon formation of the Owners' Association the balance of the Maintenance Charges & Maintenance Corpus paid above, if any, will be transferred by the Promoter to the body incorporated / Century Trails Owners Association together with an audited statement of expenses incurred when the plot owners take over the body incorporated / Century Trails Owners Association that would be formed by the Allottee/s of Century Trails with the cooperation of the Promoter.
- 10.5 The Allottee/s shall pay a monthly maintenance charge to the Promoter or their nominees or the Owners' Association for the maintenance of Century Trails and common areas as may be decided by the Promoter. On handing over of maintenance of the Plots and common areas to the Association, association will fix the maintenance charges from time to time and the Allottee/s shall pay the maintenance charges accordingly. The Allottee/s agrees to pay and bear the maintenance charges from the date of the Promoter informing the Allottee/s that the Schedule 'B' Property is ready for taking possession, irrespective of whether the Allottee/s has taken possession or not;
- 10.6 The Allottee/s shall not seek any interest or for refund of maintenance corpus and advance maintenance charges payable by the Allottee/s paid for the purpose of the maintenance of all its common areas, facilities, amenities;
11. DEFECT LIABILITY:
- 11.1 The Promoter shall rectify any defect in workmanship, quality or provision of services with respect to the common areas, facilities, amenities provided in the Residential Layout/Project and brought to the notice of the Promoter within 5

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years from the date of completion certificate and thereafter no claim shall be entertained against the Promoter in respect of any alleged defective work in the Residential Layout/Project under any circumstances.

11.2 The above liability of the Promoter shall be restricted only to rectify / repair the above defects without charge within 30 days and any consequential damages will not be covered under the Agreement. In the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee/s shall be entitled to receive / recover appropriate compensation in the manner as provided under the Act.

11.3 The Promoter shall not be liable to repair/rectify any defects etc caused to common areas, facilities, amenities etc provided in the Project for acts of commission and omission and/or reasons attributable to the Allottee/other owners/occupants of the Project.

12. RIGHT TO ENTER THE RESIDENTIAL LAYOUT/PROJECT FOR REPAIRS:

12.1 The Promoter/maintenance agency/Owners' Association shall have rights of unrestricted access of all common areas for providing necessary maintenance services and the Allottee/s agrees to permit the maintenance agency /Owners' Association to enter the Residential Layout/Project 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.

13. GENERAL COMPLIANCE WITH RESPECT TO THE SCHEDULE 'B' PROPERTY:

13.1 The Allottee/s further undertakes, assures and guarantees that the Allottee/s will not put any sign-board / name-plate, neon light, publicity material or advertisement material etc., anywhere in / on any part of Century Trails.

13.2 Further the Allottee/s shall not store any hazardous or combustible goods in the Schedule 'B' Property or place any heavy material in the common areas.

13.3 The Allottee/s shall plan and distribute its electrical load in conformity with the standard electrical systems. The Allottee/s shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

14.1 The Parties are entering into the Agreement for the allotment of the Schedule 'B' Property with the full knowledge of all laws, rules, regulations, notifications applicable to the Century Trails.

15. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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15.1 After the execution of the Agreement, the Promoter shall not mortgage or create a charge on the Schedule 'B' Property 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/s who has taken or agreed to take Schedule 'B' Property.

16. BINDING EFFECT:

16.1 Forwarding the Agreement / this Annexure to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s signs and delivers the Agreement with all the schedules and this Annexure along with the payments due as stipulated in the Schedule - C of the Agreement within 30 (thirty) days from the date of receipt by the Allottee/s. If the Allottee/s fails to execute and deliver to the Promoter the Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s, then the Promoter shall serve notice to the Allottee/s for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee/s, at the discretion of the Promoter, the application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever, after deducting the taxes, levies, charges, marketing expenses etc., that has been collected and remitted by the Promoter to the competent authorities in respect of the said Allotment and which are not recoverable from the competent authorities.

17. ENTIRE AGREEMENT:

17.1 The Annexure, along with its schedules and the Agreement and its Schedules etc, 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, Booking Form, correspondences, arrangements, promises / assurances whether written or oral, if any, between the Parties in regard to the Schedule 'B' Property, as the case may be.

18. RIGHT TO AMEND:

18.1 The Agreement / this Annexure may only be amended through written consent of the Parties. Neither the Agreement nor any of the terms hereof may be amended, changed, waived, discharged unless such amendment, change, waiver, discharge is in writing and duly signed by the Parties hereto.

19. PROVISIONS OF THE AGREEMENT / THIS ANNEXURE APPLICABLE ON ALLOTTEE/S / SUBSEQUENT ALLOTTEE/S:

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19.1 It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder and in the Agreement, in respect of the Schedule 'B' Property and the Residential Layout/Project / Century Trails shall equally be applicable to and enforceable against and by any subsequent Allottee/s of the Schedule 'B' Property, in case of a transfer, as the said obligations go along with the Schedule 'B' Property for all intents and purposes.

20. WAIVER NOT A LIMITATION TO ENFORCE:

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

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

21. SEVERABILITY:

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

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

22.1 Wherever in the Agreement / Annexure it is stipulated that the Allottee/s has to make any payment, in common with other Allottee/s in the Residential Layout/Project / Century Trails, the same shall be in proportion to the Plot Area of the Schedule 'B' Property.

23. FURTHER ASSURANCES:

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23.1 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 the Agreement / Annexure 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.

24. PLACE OF EXECUTION:

24.1 The execution of the Agreement along with the Annexure shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office and also duly signed and executed by the Allottee/s and the Promoter and hence the Agreement / Annexure shall be deemed to have been executed at Bangalore.

25. NOTICES:

25.1 That all notices to be served on the Allottee/s and the Promoter as contemplated by the Agreement / this Annexure shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by Registered Post at their respective addresses as specified in the Agreement;

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

26. JOINT ALLOTTEE/S:

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

27. SAVINGS:

27.1 Any application letter, allotment letter, agreement, or any other document signed by the Allottee/s, in respect of the Schedule 'B' Property prior to the execution of the Agreement / Annexure for such plot shall not be construed to limit the rights and interests of the Allottee/s under the Agreement or under the Act or the rules or the regulations made there under.

28. GOVERNING LAW:

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28.1 That the rights and obligations of the Parties, under or arising out of the Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made there under including other applicable laws of India for the time being in force.

29. DISPUTE RESOLUTION:

29.1 All or any disputes arising out or touching upon or in relation to the terms and conditions of the Agreement / this Annexure, 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.

30. PROTECTION OF INTELLECTUAL PROPERTY RIGHTS:

30.1 The Allottee/s is fully aware and acknowledges, understands and agrees that the logo, the trademark and all Intellectual Property Rights with the Promoter is the sole and exclusive property of the Promoter and the Promoter has all the intellectual property rights thereto and any use of the same without any limitation whatsoever and in any shape or form in any manner whatsoever by the Allottee/s or any other person, is expressly prohibited. Further, only the Promoter is entitled to the same and use in any form, manner, for the products and to exploit the same. In the event of violation of the Promoter's intellectual property rights by the Allottee/s in any manner, the Allottee/s will be liable to compensate the Promoter fully including all cost, charges and expenses incurred by the Promoter in protecting its rights;

31. ASSIGNMENT:

31.1 The Allottee/s hereby agrees and confirms that the Agreement is not transferable / assignable to any other third party or entity except as provided herein.

31.2 The Allottee/s shall not assign/transfer the Allottee/s' interest under the Agreement without the prior written consent of the Promoter including assignment / transfer to Allottee/s' immediate family members i.e., father, mother, wife, husband, son and daughter..

31.3 It is explicitly made clear that the Promoter shall not be obligated to give its consent for any assignment made by the Allottee/s, as the Agreement is exclusive in nature. Further, it is also made clear that in the event the Promoter gives its consent for any such assignment of Allottee/s' interest under the Agreement / Annexure, to any persons other than immediate family members (i.e. father, mother, wife, husband, son and daughter), the Promoter is entitled to charge an assignment fee equal to 5% of the Sale Consideration payable under the Agreement in respect of the Schedule 'B' Property. Further, an agreement to

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that extent, shall be entered into between the Promoter, Allottee/s and the assignee/s and necessary stamp duty and registration fees including any additional taxes towards the same shall be paid by such assignee/s.

32. RIGHT OF THE PROMOTER TO DEVELOP THE SCHEDULE 'A'

PROPERTY:

32.1 The Allottee/s agrees that the Promoter shall have an unobstructed right without hindrance, to progress the development of the Residential Layout/Project and all the common areas and the common amenities and facilities of the Residential Layout/Project.

32.2 The Allottee/s agrees that the Promoter will be entitled to free and uninterrupted access, at any point of time to any part of the Residential Layout/Project.

32.3 The Allottee/s agrees that the Promoter will have the easementary rights of passage to lay water lines, sewerage lines, electrical lines below and under the ground of the Residential Layout/Project for entire Century Trails.

32.4 The Allottee/s is aware and agrees that the Promoter will be entitled to take finance for development of the Residential Layout/Project against the security of the Schedule A Property or any part thereof, however at the time of the execution of the Sale Deed for the Schedule 'B' Property, the same shall be free of any such mortgages or charges.

33. RIGHTS AND OBLIGATIONS:

The Allottee/s shall be entitled to the rights and shall have the obligations as enumerated below in the Allottee/s' enjoyment of the Schedule 'B' Property.

A. RIGHTS OF THE ALLOTTEE/S

The Allottee/s shall have the following rights in respect of the Schedule 'B' Property after possession:

1. The right to use the Schedule 'B' Property for construction of a building strictly as per sanctioned plans, as approved by the competent authority, without any infringement into the planned/available common amenities/facilities in the Century Trails(i.e. all phases of Century Trails) in general.
2. The right and liberty to the Allottee/s and all persons authorized or permitted by the Allottee/s (in common with all other persons, permitted or authorized to do similar right) at all times and for all purposes, to use and enjoy all the internal driveways, parks and open spaces and other amenities and facilities of common use in Century Trails.

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3. The right of uninterrupted passage of water, electricity, sewerage, etc., from and to the Schedule 'B' Property through the pipes, wires, sewer lines, drain and water courses, cables, which are or may at any time hereafter be, in, under or passing through Schedule 'A' Property or any part thereof. The Allottee/s shall pay all relevant charges as prescribed and demanded by the concerned department for such laying of water pipes, cables etc.
4. Right to use underground sewerage disposal system laid in Schedule 'A' Property / Century Trails and right to draw water from common water supply system subject to bearing and sharing the applicable charges directly and whenever required and proportionately for the common maintenance expenses.
5. Right to use and enjoy all common amenities and facilities in Century Trails subject to payment of common expenses and maintenance charges.

B. OBLIGATIONS OF THE ALLOTTEE/S

The Allottee/s shall have below obligations in the enjoyment of the Schedule 'B' Property:

1. The Allottee/s shall be entitled to use the internal Roads, pathways, passages and other common areas in Century Trails in common with other owners and shall not cause any obstruction for the free passage and movement in such areas. The Allottee/s shall not cause any obstruction for free movement of men, materials and vehicles in the internal Roads, passages and/or any common areas by placing any materials/vehicles/articles or otherwise.
2. The Allottee/s shall strictly abide by the prescribed norms for setbacks in the while constructing the building on the Schedule 'B' Property subject to obtaining the Building sanctioned Plan from the appropriate authority.
3. If the Allottee/s intends to sell or transfer the Schedule 'B' Property, a No Due Certificate has to be obtained in advance before such sale or transfer from the Promoter or the Century Trails Owners' Association, as the case may be.
4. The Allottee/s herein is aware that the Promoter will be forming or assisting in the formation of the Owners' Association in order to maintain and manage the common amenities and facilities in the Century Trails and the Allottee/s shall become a member of such Owners' Association and shall be bound by the rules and regulations of such Owners' Association.
5. The Allottee/s shall have no right, title or interest in the common areas other than a right to use and enjoy the same, as per the terms and conditions of such usage and enjoyment as part of the Century Trails.

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6. The Allottee/s shall have no right, title or interest in the Clubhouse which shall belong to the Promoter and will be operated and maintained by the Promoter or any other company that the Promoter may give the management contract. The Allottee/s shall be given membership of the Club House as long as the Allottee/s owns the Schedule 'B' Property; and on subsequent transfer / alienation of the Schedule 'B' Property, the said membership shall stand transferred to said Transferee / Allottee/s. Further all the members of the Club House shall abide by the terms and conditions as will be determined by its Management
 - a) The Allottee/s shall duly and punctually pay the proportionate share towards insurance charges, cost of maintenance and management of the common amenities and facilities of the Century Trails. The Allottee/s agrees to pay such proportionate share regularly without default as and when demanded by the Promoter / the Owners' Association. In the event of any default in payment by the Allottee/s, the Promoter / the Owners' Association will be entitled to withdraw all or any of the services provided/rendered to the Allottee/s as the owner of Schedule 'B' Property.
 - b) The Allottee/s shall be liable to pay all applicable taxes, as may be levied by the State or the Central Government or such charges as may be applicable.
 - c) The Allottee/s shall also observe and abide by all the bye-laws, rules and regulations prescribed by the State or Central Government of Bangalore, Bruhath Bangalore Mahanagara Palike or the Owners' Association or any other Authority in regard to ownership or enjoyment of the Schedule 'B' Property.
7. The Allottee/s covenants that the Allottee/s shall comply with all the rules and regulations pertaining to the usage and enjoyment of common areas and the common amenities and facilities of the Century Trails. The Allottee/s herein is aware that the common areas, parks and open spaces in Century Trails has been relinquished / will be relinquished to the statutory authorities, however the same will be maintained by the Promoter/ Owners' Association, as the case be.
8. The larger layout formed on the Schedule 'A' Property and its adjacent lands will always be called "Century Trails". The Allottee/s or the Owner's Association shall not alter or subscribe to the alteration of the said name at any point in time.
9. The Allottee/s shall have no power or authority to build any permanent or temporary structures on the common areas and the Allottee/s shall not cause any construction which would affect the usage and enjoyment of the common amenities and facilities by other Allottee/s of Century Trails.
10. The Allottee/s shall not object or come in the way of enjoyment of the common amenities and facilities by other owners in Century Trails.

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11. The Allottee/s shall not use the Schedule 'B' Property or permit the same to be used for any illegal or immoral purposes or for any purpose which in the opinion of the Promoter may cause nuisance or annoyance to other occupiers of Century Trails.
12. The Allottee/s' right to use the common areas, amenities and facilities shall always form part and parcel of their right, title and interest in the Schedule 'B' Property herein and not form an independent right thereto.
13. The Allottee/s shall pay the pro-rata or stipulated property taxes and cess and outgoings levied on and expenses for the maintenance of common areas and common facilities including common water charges, street lights, security, repair and maintenance with all applicable taxes.
14. The Allottee/s shall not decorate or display boards or hoardings or neon signs or paintings in any part of Century Trails, other than the place designated by the Promoter / Owners Association in this regard.
15. The Allottee/s shall abide by all the laws and regulations of the Government and any other duly constituted authority from time to time in force and be responsible for any notices received in violations and of any of the terms and conditions in this Sale Deed.
16. The Allottee/s in the event of leasing the building constructed on the Schedule 'B' Property, shall keep informed the Owners' Association and the agency maintaining the common areas about the tenancy or lease or license and give all the details of the occupants and only such occupant shall be entitled to make use of the clubhouse facilities and the Allottee/s shall not be entitled to make use of the clubhouse facilities during the occupation of the Schedule 'B' Property by such tenant, lessee or licensee etc. Notwithstanding the leasing, licensing or creation of tenancy, the primary responsibility to adhere to all the rights and obligations contained herein shall be that of the Allottee/s and it shall be the responsibility of the Allottee/s to ensure that the tenant/lessee/licensee/ occupant follows all the rules and regulations that may be prescribed for the occupants of the Century Trails.
17. The Allottee/s shall not encroach upon any roads, driveways, parks and open spaces in Century Trails and shall keep the same free from any obstructions. The Allottee/s shall not trespass into other plots/houses or restricted areas in Century Trails.
18. The Allottee/s shall maintain the surroundings of the Schedule 'B' Property clean and shall not cause any nuisance to the neighbours.

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19. The Allottee/s shall not litter or throw garbage/used articles/rubbish in the common areas, parks and open spaces, neighboring plots and roads in Century Trails.
20. The Allottee/s shall strictly follow rules and regulations for garbage disposal as may be prescribed by the Owners' Association or agency maintaining the common areas, amenities and facilities in Century Trails from time to time.
21. The Allottee/s shall not:
- i. Close the roads, put up humps on the roads, passages, driveways and other common areas in Century Trails.
 - ii. Default in payment of any common expenses, statutory payments, property taxes or levies to be shared / incurred as the owner of the Schedule 'B' Property.
 - iii. Install any machinery other than domestic pumps and generators.
 - iv. Store/keep explosives, inflammables/prohibited articles, which are hazardous, dangerous or combustible in nature.
 - v. Create nuisance or annoyance to other occupants and owners by allowing pounding, running machinery and causing similar disturbances and noises.
 - vi. Not to drill any bore well in the Schedule 'B' Property belonging to the Allottee/s.
 - vii. Raise any dispute or call in question the use of the roads/driveways in Century Trails for the purpose of egress and ingress or raise any dispute or call in question the use of the Clubhouse and/or the organizing of events, seminars, functions, ceremonies and other activities in the Clubhouse by the Promoter or its assignees/nominees/agents/ transferees for the members of the Clubhouse and/or third parties.
22. The Allottee/s shall mandatorily adopt and maintain rain water harvesting for ground water recharge in the Schedule 'B' Property and any other follow such other rules and regulations prescribed / amended by the Government/ Authority from time to time.
23. The Allottee/s shall use all sewers, drains and water lines erected/ installed or hereafter to be erected /installed in Century Trails in common with the other plot owners and to permit free passage of water, sanitary, electricity and electrical lines, through and along the same or any of them and share with the other plot owners the cost of maintaining and repairing the same.

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24. The Allottee/s shall use Sewerage Treatment Plant (STP) treated water for gardening and other secondary purposes.
25. The common areas and facilities shall be for common use and enjoyment of all owners of Century Trails and the Allottee/s shall not claim any partition thereof and shall not bring any action for partition or division of any part thereof.
26. The Allottee/s will become member of the Owners' Association as and when the same is formed and will abide by the rules and regulations as defined by the Owners' Association from time to time. The Allottee/s individually or collectively cannot refuse to join the Owners' Association formed for the upkeep and maintenance and pay the expenses incurred thereof for maintaining the common facilities and amenities available in Century Trails.
27. The Allottee/s shall observe, perform and comply with all the rules, regulations, and bye laws, which the Owners' Association may adopt or frame upon its formation and the additions, alteration or amendments made thereafter for upkeep and maintenance of Century Trails.
28. The maintenance of the entire common areas shall be done by Promoter/ Owners' Association from day of its completion and Allottee/s shall pay all common expenses and other expenses, taxes and outgoings in terms of the Agreement. The main purpose and object of the Promoter/ Owners' Association will be to maintain the common areas, amenities and facilities in Century Trails and manage the affairs of the same, keeping due accounts, provide all facilities to the occupants of Century Trails and collect from the owners/occupants the proportionate share of maintenance cost and out goings.
29. No owner including occupants shall be 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 building constructed on the Schedule 'B' Property.
30. If the Allottee/s or Allottee/s agent / contractor or anybody acting through them causes any damage to the roads, pathways, landscape or any part of the common areas either before, during or after construction of the building on the Schedule 'B' Property, then the cost and expenses for repairing the same shall have to be borne by the Allottee/s. The decision on the damage and the cost of repair shall be as decided by the Promoter / Owners' Association and the same shall be final and binding on the Allottee/s.
31. Allottee/s have to plug their respective home sewage line/s into the inspection chambers which connects to the sewage system provided and all services to be taken through the said chambers and the Allottee/s shall not dig the internal

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roads for any purposes at any point of time even during the construction activities. In case of there being any damages due to the same, on account of the act of the Allottee/s and/or anyone acting through or under the Allottee/s, then the same shall be repaired by the Promoter / Owners' Association at the cost of the Allottee/s.

SPECIFICATIONS & AMENITIES

Power	Underground cabling for power supply termination at every plot with power allocation of 4kW for plots size upto 1200 sqft, 6kW for plots size above 1200 sqft upto 2400 sqft and 8kW for plots size above 2400 sqft.
Water	Water treatment plant with water line termination to each plot.
Sewage	Underground sewer system with inspection chamber at required intervals.
Roads & Footpath	Roads and Footpath with pavers.
Landscape	Aesthetically designed landscaping in parks.
Amenities	Club House Facility
	Landscape Gardens
	CCTV Surveillance for strategic location.
Green Development	Solid Waste Management
	Rain Water Management

IN ACCEPTANCE of the above the Allottee/s and the Promoter have signed this Annexure concurrent to signing of the Agreement (of which this Annexure is part of).

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