

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("Agreement") entered on the _____ day of _____, Two Thousand and Twenty Two (_____.2022) at Bengaluru, by and between:

- 1) **Dr. B. SAGUNARTHY** (Aadhaar no. ____), aged about 76 years, son of Late Sri. M. Brahmananda, residing at # 7190 Dove Field Lane, Fort Mill, SC 29707, USA, and presently stationed at No. 44, Sagu Woods, Basappanapalya, TransIndus, Thathaguni PO, Off. Kanakapura Road, Bengaluru - 560 062 (PAN :____), hereinafter referred to as "**First Party No. 1**";
- 2) **Mr. B. NIRGUNARTHY** (Aadhaar no. ____), aged about 76 years, son of Late Sri. M. Brahmananda, residing at # 4508 Alcorn Drive, La Canada, CA 91011, USA, and presently stationed at No. 38, 31st Main, J.P. Nagar, 1st Phase, Bengaluru - 560 078, (PAN :____) hereinafter referred to as "**First Party No. 2**"; and
- 3) **Mr. B. SHIVARTHY** (Aadhaar no. ____), aged about 73 years, son of Late Sri. M. Brahmananda, residing at No. 38, 31st Main, J.P. Nagar, 1st Phase, Bengaluru - 560 078 (PAN :____), hereinafter referred to as "**First Party No. 3**".

All the Vendors herein are represented by their Registered POWER OF ATTORNEY HOLDER M/s. **VISTA SPACES SUN (LALBAGH) PRIVATE LIMITED** (CIN: U45500KA2018PTC111585), a Private Limited Company incorporated under the Companies Act, 2013, having its registered office at No. 11, 3rd Floor, Diamond House, Gurappa Avenue, Primrose Road, Bengaluru - 560 025 (PAN :____), represented herein by its Authorized Signatory and Director, Mr. Praveen Kumar (Aadhaar no. ____), aged 39 years and residing at No. 38/1, Dickenson Road, Bengaluru - 560 042

(Hereinafter the Parties of (1) to (3) are together hereinafter collectively called as the "**VENDOR No.1/the Landowners**" which expression wherever it so requires shall mean and include their, successors, assigns, legal representatives, executors and administrators):

IM/s VISTA SPACES SUN (LALBAGH) PRIVATE LIMITED (CIN: U45500KA2018PTC111585), a Private Limited Company incorporated under the Companies Act, 2013, having its registered office at No. 11, 3rd Floor, Diamond House, Gurappa Avenue, Primrose Road, Bengaluru - 560 025, represented herein by its Authorized Signatory and Director, Mr. Praveen Kumar, aged 39 years and residing at No. 38/1, Dickenson Road, Bengaluru - 560 042 authorized *vide* board resolution dated ____.

(Hereinafter called the “**VENDOR No.2/PROMOTER**” which term wherever the context requires or permits shall mean and include its successors, assigns, legal representative’s executors and administrators)

AND

(Names
And
Addresses)

Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about ____, residing at _____, (PAN _____),

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).

Recitals

WHEREAS,

- A.** The Vendors herein are true and lawful co-owners and have derived valid title to the immovable property bearing Municipal No. 131/2, presently having New P.I.D. No. 118-W0064-37 (Old P.I.D. No. 48-31-131/2), approximately measuring 20,778 square feet, situated at Lalbagh Road, Sudhamanagar, Bengaluru, within the revenue and administrative jurisdiction of the Bruhat Bengaluru Mahanagara Palike, Ward No. 48, Sudhamanagar, Bengaluru (“which is more fully described

in the Schedule A hereunder and hereinafter referred to as the “**Schedule ‘A’ Property**”);

- B.** The Landowners along with Promoter have formulated a scheme with respect to the Schedule A Property for Development of Residential Buildings. Accordingly, the Landowners and M/s Vista Spaces Sun (Lalbagh) Private Limited have entered into a Joint Development Agreement dated 09.09.2019 (“**Development Agreement**”), registered as Document No.4886, stored in CD No.413, in the office of the Sub-Registrar, Basavanagudi (Chamarajpet), Bangalore (Urban) District and for implementation of the said terms of Development Agreement, the Landowners have constituted M/s Vista Spaces Sun (Lalbagh) Private Limited, represented by its Managing Director Sri. Praveen Kumar (the Promoter herein) as their authorized Agent under the General Power of Attorney dated 09.09.2019, registered as Document No.____/____, stored in CD No.____, in the office of the Sub-Registrar, Basavanagudi (Chamarajpet) Bangalore (Urban) District.
- C.** In terms of the aforesaid Development Agreement, it was agreed that the Promoter shall be entitled to 50% in the Super Built-up Area and the Landowners shall be entitled to 50% in the Super Built-up Area constructed on the Schedule ‘A’ Property. Thereby, the Landowners and the Promoter together own the Schedule ‘A’ Property. That apart, the Promoter in the capacity of the Developer is entitled to 50% in the Super Built-up Area constructed on the Schedule ‘A’ Property.
- D.** The Promoter has obtained a Development Plan bearing No. _____/_____dated XX.XX.XX from the Commissioner, Bangalore Development Authority;

- E. The Promoter has obtained Plan sanction from Bruhat Bengaluru Mahanagara Palike vide L.P. No. dated _____ for construction of Residential complex on the Schedule 'A' Property comprising of __ Basement, Ground and ____ Upper Floors including common areas, pathways, roads, together with Club House, swimming pool along with other amenities and facilities. The development of Schedule 'A' Property into a Residential Complex to be named as "_____", situated at No. _____ Lalbagh Road, Sudamanagar, presently within the revenue and administrative jurisdiction of Bruhat Bengaluru Mahanagara Palike, Bengaluru, hereinafter referred to as the **"Project"** and *whereas, as required under the statute, the Landowners represented through the Promoter have by way of the Deed of Relinquishment dated _____ (registered as Document No. _____ stored in CD _____ in the Office of the _____, _____) relinquished an area of _____ square feet towards the civic amenities site / road / park / open spaces out of the Schedule "A" Property to the _____ [Authority] and whereas the Landowners represented through the Promoter will also be transferring _____ square feet of area to the Bangalore Electricity Supply Company ("BESCOM") out of the Schedule "A" Property as required and demanded in the NOC dated _____ issued by BESCOM for the purpose of establishing the Electricity distribution center. The Landowners and the Promoter are entitled to consume the FAR of the areas surrendered as above for the construction of the buildings.*
- F. By virtue of said Development Agreement, the Promoter has been conferred with the right, title and interest over ____% of the undivided share in the Schedule 'A' Property along with proportionate covered/uncovered car parking space in the Residential building (Promoter's constructed Area) and thereby the Landowners have become entitled to 50% share in the building constructed on the Schedule 'A' Property along with proportionate covered / uncovered car parking space in the residential building (Landowner's constructed area).

- G. The promoter has registered the Project, as a project under the provisions of the Act with the Real Estate Regulatory Authority of Karnataka, and the Regulatory Authority has registered Project and granted Registration No. _____ to the said Project. The website for the Project is “_____” ;
- H. In order to participate in the scheme formulated by the Landowners and the Promoter, it is necessary for the Purchaser/s to acquire a specific undivided right and interest in the common area of the Schedule ‘A’ Property by virtue of which the Purchaser/s would be at liberty to get constructed and own and enjoy a specific flat to be identified and to be constructed by the Promoter, but subject to rights and obligations in the matter of enjoyment of the common areas, amenities and facilities.
- I. In terms of the scheme of development of the Schedule ‘A’ Property, allottees interested in owning an apartment would have to acquire (a) undivided share corresponding to such apartment taking into consideration the FAR achieved and adding the TDR utilised and (b) the apartment which is being constructed by the Promoter (“**Scheme**”);
- J. The Allottee had applied for an apartment in the Project *vide* application no.____ dated _____ and has been allotted the apartment no.____ having carpet area of _____ square feet/ _____ square feet of super built up area which is inclusive of the pro rate undivided share in the Common Areas of the Project (*as defined hereinafter*) provided in terms of clause (n) of Section 2 of the Act, being 4 the apartment No._____, located on_____ floor in the Project (the “**Apartment**”) along with _____ car parking space in the basement/_____, to be used exclusively by the Allottee or anyone claiming through the Allottee (“**Allottee Car Park**”), as permissible under the applicable law which are more particularly described in Item No. 1 of the Schedule ‘B’ hereto and corresponding undivided share in the Schedule ‘B’ Property, hereinafter referred to as the “**Undivided Share**” more particularly described in

Item No. 2 of Schedule 'B' hereto. The floor plan of the Apartment is shown in Annexure 2 hereto. The Apartment and the Undivided Share are hereinafter collectively referred to as the "**Schedule 'B' Property**"

[The Landowners and the Promoter have informed the Allottee and the Allottee is aware that the Promoter, for the development of the Project, has utilized TDR and the Sanctioned Plan is pursuant to taking into consideration the TDR and accordingly the undivided share is corresponding to the constructed area of Apartment in the Project taking into account the TDR used in the development of the Project.]

- K.** The Promoter is fully competent to enter into this Agreement and all legal formalities with respect to the right, title and interest of the Promoter regarding the Schedule 'B' Property on which the Project is to be constructed have been completed;
- L.** The Promoter has made Disclosures to the Allottee in this Agreement under Clause 10.2 below;
- M.** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- N.** The Parties hereby confirm that they are signing this Agreement after taking advise and with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project and the Development;
- O.** 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 entering into this Agreement on the terms and conditions appearing hereinafter;
- P.** In accordance with the terms and conditions set out in this Agreement as mutually agreed upon by and between the Parties, the Promoter hereby agrees to

sell and the Allottee hereby agrees to purchase the Apartment on the terms and conditions contained herein;

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. 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 -

- 1.1. **"Act"** means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016) and includes the Karnataka Real Estate (Regulation and Development) Rules, 2017 where the context so requires and would include all the amendments thereto from time to time;
- 1.2. **"Agreement"** shall mean this Agreement including the schedules and annexes hereto, as may be amended from time to time;
- 1.3. **"Allottee Car Park/s"** shall mean the exclusive car parking space/s allotted to the Allottee to be used exclusively by the Allottee so long as the Allottee owns and occupies the Apartment or by any of the occupiers of the Apartment under the authority or agreement with the Allottee herein. The regulation for the use of Allottee Car Park shall be in terms of Annexure 8 hereto;
- 1.4. **"Apartment"** shall mean the apartment no.____ having carpet area of _____ square feet and _____ square feet of super built up area which is inclusive of the pro rate undivided share in the Common Areas of the Project as provided in terms of clause (n) of Section 2 of the Act, being the residential apartment _____, located on _____ floor of the Project together with non-exclusive use of Common Areas of Project and Common Areas of the Development and the Common Amenities and Facilities of Project and Common Amenities and Facilities of the Development, and which is more particularly described in Item

No. 1 of the Schedule 'B' hereto;

- 1.5. **"Apex Association"** shall mean an association of persons that maybe formed for the administration, management and maintenance of the Common Areas of the Development and the Common Amenities and Facilities of the Development under name and style " **Association**", by Apartment Owners' Association and the owners of the undivided share and units in which may be constructed in the future ;
- 1.6. **"Applicable Laws"** means all laws, statutes, regulations, codes, bye-laws, ordinances, treaties, judgments, decrees, directives, rules, guidelines, orders, policies and other requirements of any Governmental Authority having jurisdiction over the Schedule 'A' Property which are in effect or as may be amended, modified, enacted or revoked from time to time hereafter and include the Act wherever the context so requires;
- 1.7. **"Association of Owners"** shall mean association of apartment owners under name and style " **Apartment Owners' Association**" that is established by the Promoter, in respect of the Project as per the provisions of the Karnataka Apartment Ownership Act, 1972;
- 1.8. **"Booking Amount"** shall mean the amounts paid by the Allottee upto date of execution of this Agreement being not more than 10% of the Total Price.
- 1.9. **"Building"** shall mean the Project known as ' ' in which the Apartment is located;
- 1.10. **"Carpet Area"** shall mean the net useable floor area and the area covered by internal partition walls in the Apartment and shall exclude area covered by external walls, services shafts, exclusive balcony or veranda and exclusive open terrace and any other Limited Common Area.
- 1.11. **"Common Areas of the Project"** shall mean and include areas demarcated and

declared as the common areas of the Project and as detailed in Annexure 4 hereto which are in terms of clause (n) of Section 2 of the Act. The Common Areas of the Project are subject to such reasonable, non-discriminatory rules and regulations as are prescribed by the Promoter or Association of Owners to be followed by all the owners/occupiers of the apartments in Project;

- 1.12. **“Common Areas of the Development”** shall mean and include the areas as demarcated and declared as Common Areas of the Development and as detailed in of Annexure 5 hereto. The Common Areas of the Development are subject to such reasonable, non-discriminatory rules and regulations as are prescribed by the Promoter or the Apex Association to be followed by all the owners/occupiers of the Development.
- 1.13. **“Common Amenities and Facilities of the Project”** shall mean and include those amenities and facilities of the Project as detailed in Annexure 6 hereto. The Common Amenities and Facilities of the Project are subject to such reasonable, non-discriminatory rules and regulations as are prescribed by the Promoter or the Association of Owners to be followed by all the owners/occupiers of the apartments of the Project;
- 1.14. **“Common Amenities and Facilities of the Development”** shall mean and include those amenities and facilities of the Development as detailed in Annexure 7 hereto. The Common Amenities and Facilities of the Development are subject to such reasonable, non-discriminatory rules and regulations as are prescribed by the Promoter or the Apex Association to be followed by all the owners/occupiers of the Development;
- 1.15. **“Conveyance Deed” or “Sale Deed”** shall mean the deed of sale or conveyance of the Schedule ‘B’ Property to be executed by the Promoter in favour of the Allottee;

- 1.16. **“Deed of Declaration”** shall mean the deed of declaration that would be executed by the Promoter to submit the Project, the Common Areas of the Project and the Common Amenities and Facilities of the Project under the provision of the Karnataka Apartment Ownership Act, 1972; on or before executing the Sale Deed to the Allottees.
- 1.17. **“Development”** shall have the meaning ascribed to the term in Recital B;
- 1.18. **“Disclosures”** shall have the meaning ascribed to such term under Clause 10.2;
- 1.19. **“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) strike, (viii) non-availability of construction materials, (ix) any other calamity caused by nature and (x) any other event declared as “force majeure” under a circular / order issued by the State or Central Government / Karnataka Real Estate Regulatory Authority;
- 1.20. **“Interest”** means the rate of interest payable by the Promoter or the Allottee, as the case may be in terms of this Agreement which is to be calculated at the rate of 2% over and above the highest State Bank of India Marginal Cost Lending Rate (MCLR) or such other rate as may be prescribed by the Karnataka Real Estate (Regulation and Development) Rules, 2017 from time to time;
- 1.21. **“Limited Common Area”** shall mean any exclusive garden area attached to any specified apartments, any exclusive terrace area attached to any specified apartments, that are carved out from and out of the Common Areas of the Project, and which are allotted for the exclusive use by such apartments as they would be attached to and capable of being used by these apartments and to be maintained by these apartments at their cost and not as part of the Common Area of the Project;
- 1.22. **“Occupancy Certificate”** means the certificate or partial occupancy certificate, or

such other certificate by whatever name called, issued by the competent authority in terms of the provisions of prevailing laws related to the real estate project in state of Karnataka confirming completion of the Project or any of the block/s thereof, and pursuant thereto permitting occupation of the Project or the apartments for which such certificate is issued;

- 1.23. **“Payment Plan”** shall mean the plan for payment of instalments payable by Allottee under Annexure 3 hereto, each of which individually also being Payment Plan and collectively also referred to as Payment Plan;
- 1.24. **“Person”** shall mean any natural person, limited or unlimited liability company, corporation, general partnership, limited liability partnership, proprietorship, trust, union, association, court, tribunal, agency, government, ministry, department, commission, self-regulatory organisation, arbitrator, board, or other entity, enterprise, authority, or business organisation and shall include any other person as defined under the Act;
- 1.25. **“Project”** shall have the meaning ascribed to the term in Recital F;
- 1.26. **“Project Account”** shall mean the account opened in _____ Bank, _____ Branch, Bangalore, bearing account No. _____ for the Project and standing in the name of the Promoter, as per Act.
- 1.27. **“Rights and Obligations”** shall mean the obligations set out in Schedule C hereto and the rights set out in the Schedule D hereto in the use and enjoyment of the Apartment, the Common Areas of the Project and the Common Amenities and Facilities of the Project;
- 1.28. **“Specifications”** or **“Project Specifications”** shall mean the specifications of construction set out in Annexure 1 hereto or any equivalent thereto in terms of quality for the blocks in the Project;
- 1.29. **“Statutory Payments”** shall mean statutory charges including Goods and Service

Tax ("GST") as applicable from time to time;

- 1.30. **"Super Built Up Area"** shall mean the aggregate of (i) the Carpet Area of the Apartment, and (ii) pro rate undivided share in the Common Areas of the Project, which are in terms of clause (n) of Section 2 of the Act;
- 1.31. **"Total Price"** shall have the meaning ascribed to the term in Clause 3.1; and
- 1.32. **"Undivided Share"** shall mean an undivided share in the Schedule 'A' Property corresponding to the Apartment taking into consideration the FAR consumed in construction of the Project to be finally recorded in the Deed of Declaration and Sale Deed for the Schedule 'A' Property and which is more particularly described in Item No. 2 of the Schedule 'B' hereto.

2. AGREEMENT FOR SALE:

Subject to the terms and conditions as detailed in this Agreement and in consideration of the Allottee joining the Scheme of development and agreeing to pay the Total Price and complying with the terms herein, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Schedule 'B' Property.

3. THE TOTAL PRICE FOR THE SCHEDULE 'B' PROPERTY:

- 3.1. The Total Price for the Schedule 'B' Property based on the Super Built Up Area is Rs._____.00 (Rupees _____ Only) ("**Total Price**") (and based on Carpet Area is Rs._____.00 (Rupees _____ Only) detailed as under:

Rate of Apartment per square foot of Carpet Area	
Rate of the Apartment per square foot of Super Built Up Area	
Cost of Apartment and Allottee Car Park	

Cost of exclusive balcony or verandah areas	
Cost of exclusive open terrace areas	
Taxes / Statutory Payments as applicable from time to time	
Maintenance Charges as per Clause 21	
Charges for external development as detailed in Annexure 3, PART II hereto for sewerage connections, water connections	
Charges towards electricity circuit system, connection, transformer, cable draw to the Project / Building as detailed in Annexure 3, Part II hereto	
Club Membership Fee	
Legal Fee	
Stamp Paper Franking Charges	
Taxes / Statutory Payments as applicable on other charges from time to time	

- 3.2. The Total Price above includes the Booking Amount paid by the Allottee to the Promoter towards the Schedule 'B' Property;
- 3.3. The Total Price above includes Statutory Payment charged (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 construction of the Project payable by the Promoter, by whatever name called) and the same shall be payable by the Allottee under each installment of payments under the Payment Plan and on or before handing over the possession of the Apartment to the Allottee. Provided that in case there is any change / modification in the taxes and Statutory Payments, the subsequent amount payable by the Allottee to the Promoter shall be increased/reduced based on such change / modification and the Allottee further agrees that such change would amount to change in the Total

Price, which the Allottee shall bear. Provided further that if any increase in the taxes after the expiry of the scheduled date of completion of the Project as per registration with the Karnataka Real Estate Regulatory Authority which shall include the extension of registration, if any, granted to the said Project by the Karnataka Real Estate Regulatory Authority as per the Act, the same shall not be charged from the Allottee;

- 3.4. The Promoter shall periodically intimate in writing to the Allottee, the amount payable under the Payment Plan and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the Statutory Payments paid or demanded along with the acts/rules/notifications together with dates from which such Statutory Payments have been imposed or become effective, provided the same needs to be paid by the Allottee;
- 3.5. The Total Price of the Schedule 'B' Property includes recovery of price of land, construction of the Apartment as per the Specifications, the Common Areas of the Project and Common Amenities and Facilities of the Project, Common Areas of the Development, Common Amenities and Facilities of the Development;
- 3.6. 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 Statutory Payments / charges which may be levied or imposed by the competent authority from time to time, provided such statutory payments/charges are imposed on the allottee and not on the Promoter. 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 Karnataka Real Estate Regulatory Authority, which shall include the extension of registration, if any, granted to the said Project by the Karnataka Real Estate Regulatory Authority, as per the Act, the same shall not be charged from the Allottee.

- 3.7. It is agreed that the Promoter shall not make any additions and alterations in the Sanctioned Plans, layout plans and Specifications and Common Amenities and Facilities of the Project furnished by the Promoter, on the basis of which sale is effected in respect of the Apartment, without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.
- 3.8. 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 excess of 3% of the Carpet Area, then the Promoter shall refund the excess money paid by Allottee within sixty days with annual Interest, 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. All these monetary adjustments shall be made at the same rate per square feet of Carpet Area as agreed in clause 3.1 of this Agreement.
- 3.9. Subject to Clause 27.3 the Promoter agrees and acknowledges, the Allottee shall

have the right to the Schedule 'B' Property as mentioned below only on the payment of the Total Price as under:

- (i) The Allottee shall have exclusive ownership of the Apartment and co ownership of the Undivided Share;
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas of the Project. Since the share / interest of Allottee in the Common Areas of the Project is undivided and cannot be divided or separated, the Allottee shall use the Common Areas of the Project 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 of the Project to the Association of Owners after duly obtaining the Occupancy Certificate from the competent authority as provided in the Act and also hand over maintenance of the Common Areas of the Development to the Apex Association after completion of the entire Development;
- (iii) That the computation of the Total Price of the Schedule 'B' Property includes recovery of price of land, construction cost of the Apartment as per the Specifications, the Common Areas of the Project and the Common Amenities and Facilities of the Project, Common Areas of the Development, Common Amenities and Facilities of the Development, internal development charges and external development charges, Statutory Payments;
- (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Apartment after prior notice to the Promoter and in compliance with safety requirements at the Project and Development site.

- 3.10. It is made clear by the Promoter and the Allottee agrees that the Schedule 'B' Property shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the Schedule 'A' Property 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 purpose of integration of infrastructure of the Development for the benefit of the Allottee. It is clarified that Common Amenities and Facilities of the Project shall be available only for use and enjoyment of the Allottees of the Project. The Common Amenities and Facilities of the Development shall be available to Allottee with other owners/ occupiers / users and Persons claiming through the owners of the apartments in the Project.
- 3.11. The Allottee agrees not to question or challenge the Total Price agreed between the Promoter and the other allottees in the Project or the Development.
- 3.12. The Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment to the Allottee, which it has collected from the Allottee, 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 Allottee or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee, 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.
- 3.13. The Allottee has paid a sum of Rs._____.00 (Rupees _____only)

by way of cheque/_____ dated _____ bearing no. _____, drawn on _____ Bank, _____ branch, Bangalore as Booking Amount and Rs._____.00 (Rupees _____ only), favouring the Promoter, being part payment towards the Total Price of the Schedule 'B' Property, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining of the Total Price of the Schedule 'B' Property as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein. Provided that if the Allottee delays in payment towards any amount which is payable; he shall be liable to pay Interest.

- 3.14. The Allottee shall at all times be bound by the terms and conditions of use of the Allottee Car Park as per Annexure 8 below.

4. MODE OF PAYMENT:

- 4.1. 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 through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) favouring the account No. _____ and standing in the name of the Promoter i.e. the Project Account opened with _____ Bank _____ Branch, Bangalore.
- 4.2. In case of any dishonour of cheque a sum of Rs. 5000 /- (Rupees Five Thousand Only) would be debited to the Allottee's account. In cases of out station cheque or demand draft or wire transfer, the collection charges, if any, will be debited to the Allottee's account and credit for the payment made will be given on net credit of the amount of the instalment under the Payment Plan.

Tax Deduction at Source under applicable Law on the total Price shall be paid / remitted by the Allottee as per the provision of Section 194 IA of the Income Tax

Act, 1961. The Allottee shall issue a certificate of deduction of tax in Form 16B to the Promoter on or before the 7th of the subsequent month of deduction.

- 4.3. The Allottee undertakes and assures to make all the payments and all of its instalments as per the Payment Plan, in time and without any delay or default;

5. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 5.1. 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 thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 5.2. The Promoter accepts no responsibility in regard to matters specified in clause 5.1 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 Apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

6. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

7. TIME IS ESSENCE:

7.1. The Promoter shall abide by the time schedule for completing the Project as disclosed in the registration of the Project with the Karnataka Real Estate Regulatory Authority and towards handing over the Schedule 'B' Property to the Allottee and the common areas to the association of the allottees or the competent authority, as the case may be. In the event of failure on part of the Promoter to abide by the times, it shall not be entitled to demand payment of installment from the Allottee until such stage is completed. In the event the Promoter unable to complete the project by the time schedule for completing the Project before RERA, the Allottee shall reserve the rights to seek direction from the forum or the courts for completing the project as per Section 7 and 8 of the Real Estate (Regulation and Development) Act, 2016 and rules framed thereunder.

7.2. The Allottee is fully aware and has agreed that the time of payment of the amounts in terms of the Payment Plan and each instalment is the essence of this Agreement in order to enable the timely completion of the Project by the Promoter and that the default in payments by the Allottee of the instalments set

out in the Payment Plan would affect the entire Development.

8. CONSTRUCTION OF THE PROJECT/APARTMENT:

- 8.1. The Allottee has seen the layout plan/Sanctioned Plan of the Project, the location and layout of the Apartment and its Specifications, the Allottee Car Parking, the Common Areas of the Project and Common Amenities and Facilities of the Project and accepted the same. The Building has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans/ Sanctioned Plan, floor plans and Project Specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, Floor Area Ratio ("FAR") and density norms and provisions prescribed by the BBMP and shall not make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.
- 8.2. In the event the Allottee is desirous of upgrading the specifications in the Apartment, then in such an event, the Allottee shall inform in advance before the Promoter takes up this work. In case of any upgrade work, the Allottee shall be liable to bear and pay the differential cost for such upgradation. The Allottee shall not be entitled for any refund of amounts and the requests from the Allottee shall not be entertained in the event the Allottee intends to choose specification/product of a lower quality.

9. POSSESSION OF THE APARTMENT:

- 9.1. Schedule for possession of the said Apartment number _____ at "_____". The Promoter agrees and understands that subject to the Allottee paying all the amounts under this Agreement, timely delivery of possession of the Apartment to the Allottee, is the essence of the Agreement. The

Promoter assures to hand over possession of the Apartment along with ready and complete Common Areas of the Project and Common Amenities and Facilities of the Project in place on _____ unless there is delay or failure due to 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 Agreement shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the Allottee other than Statutory Payments within 60 days from that date and against the Allottee having executed and registered a cancellation agreement for termination of this Agreement. The Promoter shall intimate the Allottee about such termination by giving thirty (30) days prior notice and on such intimation, this Agreement shall stand terminated. On 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 liabilities under this Agreement.

- 9.2. 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 against payment of all the amounts being paid by the Allottee in terms of the Payment Plan. The possession of the Schedule "C" property shall be handed over at the time of Registration of Sale deed.
- 9.3. Failure of Allottee to take possession of Apartment - Upon receiving a written

intimation from the Promoter as per clause 9.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 9.2, such Allottee shall continue to be liable to pay maintenance charges as specified in clause 9.5 and any other taxes or Statutory Payments incurred by the Promoter.

- 9.4. 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 pertaining to the Project to the Association of Owners, which is formed as per the local laws.
- 9.5. In the event of the Allottee failing to take possession of the Apartment, within 2 months of the Promoter having informed the Allottee of the Occupancy Certificate being received and the Allottee has paid all the amounts due under this Agreement, the Allottee shall become liable to pay for the payment towards demand / power charges from the date of possession, proportionate municipal taxes for the Common Areas of the Project and Common Areas of the Development, municipal taxes for the Apartment, the maintenance charges towards the Common Areas of the Project, the Common Amenities and Facilities of the Project, Common Areas of the Development and Common Amenities and Facilities of the Development. Further if there are any extra costs for maintenance of the interior of the Apartment and its up keep the same shall be borne by the Allottee.
- 9.6. It is further agreed by the Allottee, that once the Allottee takes possession of the Apartment, the Allottee shall use the same in a prudent manner and shall not in any manner undertake any of the following , which if undertaken by the Allottee

, would exclude the liability of the Promoter under the provision of clause 26 below:-

- 9.6.1. Any structural changes;
 - 9.6.2. Carrying out any interior works which require any structural or architectural changes from the original design attributes;
 - 9.6.3. Demolition, dismantling, making openings, removing or re-sizing the original structural framework;
 - 9.6.4. Putting excess or heavy load or using the Apartment other than for its intended purpose.
- 9.7. The Allottee agrees and undertakes that since the possession is to be taken on two months after the Occupancy Certificate is issued the Allottee shall from expiry of the aforesaid two month period, whether possession is taken or not, become liable to:
- 9.7.1. pay the maintenance charges,
 - 9.7.2. pay the Statutory Payments,
 - 9.7.3. Pay the khata transfer fees, any other charges that are necessary for securing separate assessment for the Apartment,
 - 9.7.4. Pay the proportionate share of all outgoings and general expenses such as insurance, municipal taxes / expenses, and cesses, electrical and water tax for the Common Areas of the Project, Common Amenities and Facilities of the Project, Common Areas of the Development and Common Amenities and Facilities of the Development.
 - 9.7.5. pay all municipal and property taxes payable or arising in respect of the corresponding Carpet Area of the Apartment

10. REPRESENTATIONS AND WARRANTIES AND DISCLOSURES OF THE

PROMOTER:

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

- (i) The Promoter has absolute, clear and marketable title with respect to the Schedule 'A' Property, the requisite rights to carry out development upon the Schedule 'A' Property and absolute, actual, physical and legal possession of the Schedule 'A' Property 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, other than as disclosed under the Disclosures;
- (iv) There are no litigations pending before any Court of law or authority with respect to the Schedule 'A' Property, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Schedule 'A' Property 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, Schedule 'A' Property, Building and Apartment and Common Areas of the Project;
- (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 Schedule 'A' Property 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 Schedule 'B' Property 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 maintenance of Common Areas of the Project and the Common Amenities and Facilities of the Project to the Association of Owners as per the Act;
 - (x) The Schedule 'B' 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 'B' 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 Occupancy Certificate for the Project has been issued and possession of Apartment taken by the Allottee or two months from the date of the Occupancy Certificate, whichever is earlier;
 - (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) has been received by or served upon the Promoter in respect of the Schedule 'A' Property and/or the Project.
- 10.2. The Allottee acknowledges and confirms that the Promoter has fully disclosed to the Allottee and the Allottee has reviewed all such disclosures as set out below ("**Disclosures**") and after having understood the implication thereof has entered

into this Agreement and the Allottee has agreed to all of the Disclosures and the Allottee, expressly grants its consent and no objection to the Promoter to undertake every action as per Disclosures.

10.2.1. That, the Promoter has utilized a FAR As per Zoning regulation of BBMP from and out of the Schedule "A" Property.

10.2.2. *That, in the development of the Project and Development, the Promoter has relinquished _____ square meters under a Relinquishment Deed dated _____ (registered as Document No. _____, in Book __, C.D. No. _____ in the office of the sub-registrar _____ in lieu of issue of TDR for use in the construction in Project and Development on receipt of the DRC from the Local Authority;*

Or

That, in the development of the Project and Development, the Promoter has acquired _____ square meters of Transferable Development Rights (TDR) in DRC No. _____ under a Deed of Transfer dated _____ (registered as Document No. _____, in Book __, C.D. No. _____ in the office of the sub-registrar _____ and the same is yet to be utilized or loaded for use in the construction in Project and Development on receipt of the revalidation DRC from the concern Authority;

10.2.3. That, the sale of the Undivided Share would only be for enabling the Allottee to construct and own the Apartment and not for any other purpose. Accordingly, the Allottee has agreed that the quantum of undivided share to be conveyed would be finally calculated based on the FAR and TDR utilized for the Project after the removal of relinquished land areas. The Undivided Share that would be arrived in terms hereof would be conveyed to the Allottee and form part of the Deed of

Declaration.

- 10.2.4. The Common Areas of the Project and the Common Amenities and Facilities of the Project on being handed over to the Association of Owners or after one year from the date of Occupancy Certificate being issued, whichever is earlier, shall be vested and maintained by all the allottees of the Project or the Association of Owners.
 - 10.2.5. That, the Common Areas of the Project and the Common Amenities and Facilities of the Project shall be used by the Allottee in in common with owners of constructed area in the Project and on the terms of the rules and regulations formulated under the Deed of Declaration by the Promoter and/or the Association of Owners. That, the Common Areas of the Development and the Common Amenities and Facilities of Development shall be used by the Allottee in common with owners / occupiers of constructed area in the Development and on the terms of the rules and regulations formulated by the Promoter and/or Apex Association.
 - 10.2.6. *That, the Promoter has availed financial facility from _____ Bank and in view thereof, the Promoter has deposited the documents of title, evidences, deeds and writings in respect of the Schedule 'A' Property with ____ Bank, _____ branch, _____. The _____ Bank has provided it's no objection to the Promoter to proceed with the execution of this Agreement.*
 - 10.2.7. The Promoter has informed the Allottee and the Allottee is fully aware and has agreed that the Apartment can be used only for residential purposes and in terms of the rules and regulation formulated by the Promoter and / or the Association of Owners.
- 11. RIGHT OF THE PROMOTER TO DEVELOP THE PROJECT, THE COMMON AMENITIES AND FACILITIES OF THE PROJECT AND THE COMMON**

**AREAS OF THE PROJECT, COMMON AREAS OF THE DEVELOPMENT
AND COMMON AMENITIES AND FACILITIES OF THE DEVELOPMENT**

- 11.1. The Allottee agrees that the Promoter shall have an unobstructed right without hindrance, to progress the construction of the Project and Development and all the Common Areas of the Project, the Common Amenities and Facilities of the Project, Common Areas of the Development and Common Amenities and Facilities of the Development.
- 11.2. The Allottee agrees that the Promoter will be entitled to free and un-interrupted access, at any point of time in any part of the Schedule 'A' Property, for the development of the Project and Development.
- 11.3. The Allottee is fully aware that the Promoter will be developing the Project and constructing / completing the blocks, Common Amenities and Facilities of the Project from time to time but within the period specified in Clause 9.1. The Allottee has assured and agreed that Allottee shall have no objection to the Promoter completing the other blocks within the period specified in Clause 9.1 even if the Allottee has taken possession of the Apartment in the Building which is completed, and the Promoter has secured Occupancy Certificate for the Building.
- 11.4. The Allottee is fully aware that the Promoter will be developing and constructing/completing the Common Areas of the Development and Common Amenities and Facilities of the Development from time to time. The Allottee has assured and agreed that the Allottee shall have no objection to the Promoter completing the common area within the completion period for the Development even if the Allottee has taken possession of the Apartment in the Building which is completed and the Promoter has secured Occupancy Certificate.
- 12. REPRESENTATIONS WARRANTIES ASSURANCES COVENANTS AND
CONFIRMATION OF THE ALLOTTEE:**

The Allottee acknowledges that the Promoter has entered into this Agreement, based on the representations, warranties, assurances and confirmation of the Allottee set out below:

- 12.1. The Allottee has the power to enter into and perform this Agreement and upon execution, this Agreement, would constitute legal, valid and binding obligations on the Allottee;
- 12.2. The Allottee confirms and acknowledges that the Allottee has been furnished with copies of all the title deeds relating to Schedule 'A' Property and the Sanctioned Plan, the layout plan and the Allottee after being satisfied with the title of the Promoter to the Schedule 'A' Property and the Promoter's right to develop Schedule 'A' Property, has entered into this Agreement;
- 12.3. The Allottee is aware and has also agreed that the Promoter shall be entitled to grant exclusive right to use and right to deal with any Limited Common Area. The car parking provided to the allottees shall also be a part of the Limited Common Area as permitted under Law. The allottees of the Limited Common Area shall have the exclusive right thereto to the exclusion of other owners of the apartments. The Allottee confirms that before execution of this Agreement, the Allottee has been provided with details of the Limited Common Area of the Project and is fully aware of the exclusive right of users of such Limited Common Areas of the Project. The Allottee has also been informed that the Deed of Declaration shall also provide the details of such Limited Common Area and its use and exclusivity. The maintenance of the Allottee Car Park shall be part of the maintenance charges, charged by the Promoter/ Association of Owners.
- 12.4. The Allottee is aware and has agreed and given their no objection to the integration of the Common Areas of the Development and Common Amenities and Facilities of the Development once the Development is completed in terms of this Agreement.

- 12.5. Allottee has entered into this Agreement with the full knowledge of all laws, rules, regulations, notifications applicable to the Development in general and Project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out from time to time after he/she has taken over for occupation and use the Apartment, all the requirements, requisitions, demands and repairs which are required by any authority in respect of the Apartment at his/her own cost.
- 12.6. That the Total Price agreed herein is based on the mutual negotiations between the Allottee and the Promoter, and the Allottee shall have no right to renegotiate on the Total Price in comparison with the other allottees of the apartments in the Project for any reason whatsoever.
- 12.7. Allottee is aware and agrees that the Common Areas of the Development and Common Amenities and Facilities of the Development shall be completed from time to time and all of which shall be completed within the completion of the Development. The completion of the Common Areas of the Development and the Common Amenities and Facilities of the Development from time to time post the completion of the Project, shall not give any right to the Allottee to claim any damages from the Promoter.
- 12.8. The Allottee and other owners of the apartments undertake to join the Association of Owners and Apex Association formed by the Promoter. Allottee is aware that the Apex Association would be fully functional only after the Development is completed by the Promoter
- 12.9. That the Allottee and the Association of Owners shall take over the maintenance of the Project in terms of Clause 21 of this Agreement.
- 12.10. That after Common area is transferred and handed over to the Association of Owners, the Promoter shall not be responsible for any consequence or liability on

account of failure, negligence, act or omission, obstruction, alteration, modification, restraint or improper use by any or all the owners, service providers or their agents with regards to the Common Amenities and Facilities of the Project as well as the fire safety equipment, fire protection systems, their supporting equipment, pollution control and other general safety equipment, related facilities and services. The Allottee with the other owners shall ensure that periodical inspections of all such Common Amenities and Facilities of the Project are done so as to ensure proper functioning thereof.

- 12.11. That after maintenance of the Common Areas of the Development and Common Amenities and Facilities of the Development are handed over to the Apex Association, the Promoter shall not be responsible for them and the Apex Association shall be responsible for the management and maintenance thereof.
- 12.12. The Allottee covenants that the Allottee shall have the rights and be bound and liable to comply with the obligations set out under the Rights and Obligations.
- 12.13. That the Allottee shall not have any right, at any time whatsoever, to obstruct or hinder the progress of the Development on the Schedule 'A' Property including the development and construction of Project / Building in which the Apartment is located.
- 12.14. That the Allottee's rights under this Agreement are confined to the Apartment and the Allottee shall not have any right in any other part of the Project, the Development and the Schedule 'A' Property.
- 12.15. The Allottee agrees not to alter or subscribe to the alteration of the name of the Project, " _____", it being acknowledged that neither the Allottee nor other owners of apartments within the Project have any right to seek such change. The Promoter will be entitled to make the change in the name.
- 12.16. All interior related works by the Allottee can be taken up only after handing over

possession of the Apartment to the Allottee by the Promoter. The Promoter does not owe any responsibility for any breakages / damage caused by the Allottee to any of the finishing works or to the structure already handed over to the Allottees. The Promoter is not answerable to any kind of thefts, pilferages, etc during the course of the interior works by the Allottee.

- 12.17. The Parties agree that any default by the Allottee in complying with the payment obligations stipulated in this Agreement would constitute sufficient reason/cause for the Promoter to terminate this Agreement and in which case the provisions for termination under Clause 27.3.2 would follow immediately.
- 12.18. The Allottee covenants that the Allottee shall comply with all the rules and regulations pertaining to Common Areas of the Project, Common Amenities and Facilities of the Project, Common Areas of the Development and the Common Amenities and Facilities of the Development.
- 12.19. The Allottee shall be solely responsible to keep the Apartment the walls, drains, pipes and other fittings in good and habitable condition in particular at his/her own cost, so as to support and protect the parts of the Building, and to carry out any internal works or repairs as may be required by the Association of Owners.
- 12.20. The Allottee agrees that all the above covenants and assurances of the Allottee shall continue up to the date of execution of the Sale Deed and shall be repeated under the Sale Deed.

13. CONVEYANCE AND DELAY IN TAKING CONVEYANCE:

- 13.1. The Promoter, on receipt of Total Price of the Apartment as per Clause 3.1 from the Allottee, and the Interest outstanding in terms of Clause 27.3.1 below, shall execute a Conveyance Deed and convey the absolute right, title and interest of the Schedule 'B' Property (i.e. Apartment together with corresponding Undivided Share and proportionate indivisible / undivided share in the

Common Areas of the Project) in favour of the Allottee within 3 months from the date of issuance of the Occupancy Certificate. However, in case the Allottee has paid the Total Price but fails to deposit the stamp duty and / or registration charges within the period mentioned in the notice by the Promoter, the Allottee authorizes the Promoter to withhold registration of the Conveyance Deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall not be entitled to claim conveyance of the Schedule 'B' Property until the Allottee fulfils and performs all the obligations and completes all payments under this Agreement. The Promoter shall handover a copy of the Occupancy Certificate to the Allottee /s at the time of the conveyance.

- 13.2. The Allottee agrees and undertakes that after the Conveyance Deed is executed, the Allottee shall not seek partition or division or separate possession of the Undivided Share that would be conveyed.
- 13.3. The Allottee agrees and undertakes that after the execution of the Conveyance Deed, the Allottee shall not object to the construction of the remaining part of the Project and Development and other structures on the Project and Development being constructed by the Promoter.
- 13.4. The Allottee undertakes that the Allottee, shall come forward to take conveyance of the Schedule 'B' Property, on the Promoter having informed the Allottee in terms of clause 9.2 above. If the Allottee fails to come forward to take the conveyance, the Promoter shall not be liable for any increase in stamp duty, registration charges or up keep of the Apartment.
- 13.5. The Allottee shall be liable to pay the stamp duty and registration fees in terms of clause 30(h) below.
- 13.6. The Promoter agrees and undertakes to indemnify the Allottee in case of failure

of fulfillment of any of the provisions, formalities, documentation on part of the Promoter.

14. NATURE OF RIGHT OF USAGE:

- 14.1. It is agreed that the Apartment shall be used only for the residential purposes.
 - 14.2. It is agreed that the Allottee Car Park shall be used only for parking cars and the Allottee Car Park shall not be used for storage, disposal of old tyres, or as any accommodation for helpers, drivers etc.
 - 14.3. All the Common Area of the Project, Common Amenities and Facilities of the Project, Common Areas of the Development and the Common Amenities and Facilities of the Development shall be for non-exclusive use by the Allottee and will be based on the rules and regulations of the Association of Owners and Apex Association.
 - 14.4. Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipments etc. , watch and ward room, and other permitted uses as per Sanctioned Plan (together referred also as the Restricted Common Area) . The Allottee shall not be permitted to use the services areas and the basements which are part of the Common Areas of the Project in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association of Owners formed by the Allottees for rendering maintenance services.
- 15. 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 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. It is clarified that as per the provision of the Karnataka Apartment Ownership Act, 1972, since the proportionate undivided share in Common Areas of the Project are sold along with the Apartment and cannot be separated from the Apartment to which it appertains and since pursuant to the execution of the Deed of Declaration the Common Areas of the Project are being submitted to the provision of the Karnataka Apartment Ownership Act, 1972 and the rules thereunder, and the undivided interest of the Common Areas of the Project is to be registered by the Promoter along with the Schedule 'B' Property and the undivided share in the Common Areas of the Project would be part of the super built up area of each of the apartment also the said Apartment.

16. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter / maintenance agency / Association of Owners / Apex Association shall have rights of unrestricted access of all Common Areas of the Project, garages/covered/basement/ stilt/open parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Promoter / Association of Owners and/or maintenance agency / Apex Association to enter into the Apartment or any part thereof and the Allottee Car Park, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

17. RIGHT TO REBUILD.

- 17.1. In the event of damage or destruction of Project, where such damage or destruction occurs after the completion of Project, all allottees in Project shall have the right to repair or rebuild Project and the apartments, subject to Applicable Law. The repair or reconstruction of the Project shall be carried out on the basis of the sanctioned plan and other approvals that may be required.
- 17.2. All the allottees of Project which is damaged or destroyed shall bear the cost of such repair or reconstruction in proportion to the size of their respective apartments and in a fair and equitable manner. The owners of the apartments based on the resolutions passed by the Association of Owners will be entitled to utilise the funds available with the Association of Owners for this purpose in accordance with the rules and regulations of the Deed of Declaration. Without prejudice to the foregoing, the Allottee agrees that the proceeds of any insurance that may be obtained by the Association of Owners for insuring the Project against any such damage or destruction, shall be utilized only for the purpose of such repair or reconstruction.

18. ASSIGNMENT

The Allottee hereby agrees and confirms that this Agreement is not transferable / assignable to any other third party or entity except with written consent of the Promoter and on such terms as may be agreed by the Promoter. However this clause would not be applicable in case of any assignment made to and between the family members i.e., father, mother, brother, sister, son, daughter, husband, wife, son in law, daughter in law, grandson and granddaughter.

19. CLUB AND MEMBERSHIP OF THE CLUB

- 19.1. *The Allottee is fully aware that the Promoter will be providing a Club. The said Club will be managed by the Promoter or any operator that the Promoter may appoint. The Club*

shall be developed as part of the Schedule 'A' Property and the undivided share corresponding to the constructed area of the Club shall be conveyed among all the allottees in the Project on a pro rata basis, taking into consideration the measurement of the constructed area acquired by them in the Project. The Allottee herein will be entitled to the use of such Club with the allottees of the Project on payment of club membership fees, as prescribed by the Promoter and after handover, by the Association of Owners from time to time. The Allottees and all other owners of the Apartment shall be bound by the rules and regulations of the Club. On the Promoter handing over the maintenance to the Association of Owners in terms of the Act, the Association of Owners will be responsible to manage, maintain and operate the Club House and its facilities.

Or

The Allottee is fully aware that the Promoter will be providing a Club. The said Club will be managed by the Promoter or any operator that the Promoter may appoint. The Club shall be developed as part of the Schedule 'A' Property and the undivided share corresponding to the constructed area of the Club shall not be conveyed among all the allottees in the Project. The Allottee herein will be entitled to the use of such Club with the allottees of the Project on payment of club membership fees, as prescribed by the Promoter. The Allottees and all other owners of the Apartment shall be bound by the rules and regulations of the Club. Further, the Allottee is only entitle to become member of the club house and Allottee shall have no rights of owner ship of club house.

- 19.2. Apart from any other rules and regulations that would be formulated by the Promoter and / or the operator of the Club and / or the Association of Owners, the fundamental use of the Club House and its amenities and facilities shall be in the manner set out below:

19.2.1. In the event the Apartment is purchased by a partnership firm, then a partner or any authorised representative of the said partnership firm occupying the Apartment would be entitled to use the said Club on

payment of the club membership fees.

19.2.2. In the event the Apartment is purchased by a public limited or a private limited company, any Person occupying as the authorised occupier on behalf of the said company shall be entitled to the use of the said Club on payment of the club membership fees.

19.2.3. In the event of inheritance, the Person inheriting and occupying the Apartment shall be entitled to membership of the said Club on payment of the club membership fees.

19.2.4. In the event of there being any co-owner of Apartment such co-owners occupying the Apartment will be entitled to the use of the said Club on payment of the club membership fees.

19.2.5. In any other case like tenancy, lease, license, etc., the occupier of the Apartment will be entitled to the use of the said Club on payment of the club membership fees.

20. ASSOCIATION OF OWNERS

20.1. Within a period of three months of majority of the allottees having booked their apartments in the Project, the Promoter shall form the Association of Owners in respect of the Project by executing the Deed of Declaration. The Allottee undertakes to join the Association of Owners that would be formed by the Promoter. The Project shall be governed by the rules and regulations prescribed under the Deed of Declaration and by the Association of Owners. All the present or future owners, tenants, guests and licensees or their employees, or any other person who is lawfully entitled to use the Apartment, in any manner whatsoever, shall be subject to such rules and regulations. The mere acquisition, rental, or taking on license the Apartment or the mere act of occupancy of the Apartment, shall signify that the rules are accepted and binding, ratified and will be

complied with by the acquirer, tenant or licensee. The Allottee shall also observe and abide by all the Bye-laws, Rules and Regulations prescribed by the municipality or State / Central Government Authority, in regard to ownership or enjoyment of Apartment apart from the rules and regulations of the Association of Owners. All sums assessed by the Association of Owners shall be paid by the Allottee in terms of the rules and regulations of the Association of Owners.

20.2. The Promoter shall also constitute the Apex Association for the administration, management and maintenance of the Common Areas of the Development and the Common Amenities and Facilities of the Development under name and style “_____”.. The Allottee undertakes to join the Apex Association that would be formed by the Promoter.

20.3. The Allottee along with the Conveyance Deed will also execute Form B as provided in the Karnataka Apartment Ownership Act, 1972 and such other documents as and when required to become a member of the Apex Association.

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

21.1. The Promoter shall be responsible to maintain Common Areas of the Project and the Common Amenities and Facilities of the Project till the taking over of the maintenance of the Project by the Association of Owners or 12 months from the date of the Occupancy Certificate, whichever is earlier. The cost of such maintenance has been included in the Total Price of the Apartment. It is clarified that after the Project is handed over to the Association of Owners, the Promoter shall not be responsible for any consequence or liability on account of failure, negligence, act or omission, obstruction, alteration, modification, restraint or improper use by any or all the owners, service providers or their agents with regards to the Project Specifications, Common Areas of the Project, Common Amenities and Facilities of the Project. The Allottee with the other owners shall

ensure that periodical inspections of all such Common Amenities and Facilities of the Project are done so as to ensure proper functioning thereof.

- 21.2. The Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable condition and repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee shall not do or suffer to be done anything in or to the Building/Project, or the Apartment, 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.
- 21.3. The Allottee will be required to pay the maintenance charges for the Common Areas of the Project, Common Amenities and Facilities of the Project, Common Areas of the Development and Common Amenities and Facilities of the Development in the manner set out in clause 31 below.
- 21.4. 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 of the Project and Common Areas of the Development. The Allottees shall also not change the name of the Project or Development, 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 or other buildings in the Project or Development. The Allottee shall also not remove any wall, including the outer and load bearing

wall of the Apartment.

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

22. 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, Sanctioned Plan and Project Specifications, Common Amenities and Facilities of the Project has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

23. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement, the Promoter shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created after the execution of this Agreement, 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 agreed to purchase the Apartment.

24. BINDING EFFECT:

This Agreement shall be binding on the Parties, firstly on the Allottee signing and delivering this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan being received from the Allottee and secondly on appearing for registration of this Agreement before the concerned Sub-Registrar , _____ as and when intimated by the Promoter. The stamp duty and registration fees for such registration shall be borne by the Allottee. If the

Allottee(s) fails to execute and deliver to the Promoter this Agreement with payment 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. If such default is not rectified by the Allottee within 30(thirty) days from the date of receipt of notice from the Promoter, the Promoter may at its discretion treat this Agreement as cancelled at the end of the notice period and all sums deposited by the Allottee in connection therewith including the Booking Amount after deducting Statutory Payments, if any paid by the Promoter, shall be returned to the Allottee without any Interest or compensation whatsoever. If the Promoter does not terminate the Agreement, the Allottee will be entitled to complete the registration of the Agreement thereafter, the additional stamp duty and registration fees payable shall also be borne by the Allottee.

25. PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

The Allottee is fully aware and acknowledges, understands and agrees that the logo, the mark and all Intellectual Property Rights with the Promoter is the sole and exclusive property of the Promoter and the Promoter has all the rights thereto and any use of the same without any limitation whatsoever and in any shape or form or in any manner whatsoever by the Allottee or any other person, is expressly prohibited and only the Promoter is entitled to the same and to use the same in any form, manner, for any products, and to exploit the same. On violation of this clause by the Allottee in any manner, the Promoter, apart from seeking injunctive relief will also be entitled to be compensated fully including all cost, charges and expenses incurred by the Promoter in protecting its intellectual property rights.

26. DEFECT LIABILITY PERIOD:

It is agreed that subject to Clause 9.6 in case any structural defect or any other

defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Agreement relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

27. EVENTS OF DEFAULTS AND CONSEQUENCES:

27.1. Subject to there being no Force Majeure event, the Promoter shall be considered under a condition of default, in the following events:

27.1.1. Promoter fails to give possession of the Apartment in the Building completed in terms of the Specifications under this Agreement with Occupancy Certificate (i.e. the ready to move in possession, but shall exclude any specific modifications or upgrades of interiors of the Apartment requested by the Allottee) to the Allottee within the time period specified in clause 9.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Karnataka Real Estate Regulatory Authority.

27.1.2. 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 made thereunder.

27.2. In case of default by Promoter under the conditions listed above, Allottee is entitled to the following:

27.2.1. 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 will be required to make the next payment without any Interest; or

- 27.2.2. 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 this Agreement along with Interest, within sixty (60) days of receiving the termination notice and against the Allottee executing and registering a cancellation agreement for termination of this Agreement:

Provided that where an Allottee does not intend to withdraw from the Project and terminate the Agreement, it is agreed that the Allottee shall be paid by the Promoter, Interest for every month of delay till the handing over of the possession of the Apartment. It is further agreed between the Allottee that the outstanding Interest shall be paid by the Promoter to the Allottee at the time of handing over possession of the Apartment by deducting in the last installment due under the Payment Plan. Notwithstanding, what is stated herein the Allottee will be entitled to terminate this Agreement at any time after the Promoter being in default by giving 30 days' notice. On such termination, Promoter shall be liable to refund the entire money paid by the Allottee under this Agreement along with Interest, within sixty (60) days of the termination and against the Allottee executing and registering a cancellation agreement for termination of this Agreement. The Parties have agreed that the Allottee not terminating the Agreement after default of the Promoter in terms of clause 27.2.2 above, will not be construed as waiver on the part of the Allottee to terminate this Agreement at any time thereafter if the default of the Promoter continues.

- 27.3. The Allottee shall be in default of this Agreement, on the occurrence of the

following events:

27.3.1. In case the Allottee fails to make payments of any installment the Promoter shall give two consecutive notices as under :

27.3.1.1. Promoter will notify the Allottee of such default and demand payment of that installment with Interest thereon to be paid within 30 days.

27.3.1.2. In case the Allottee fails to make the payment of the installment with Interest thereof as stated above within the said 30 days the Promoter will give another 15 days to pay the installment due with Interest thereon from the due date till the date of actual payment;

27.3.2. In case the Allottee despite the two notices, fails to pay the installments with Interest thereon, the Promoter by giving 30 days' notice, may cancel this Agreement and this Agreement shall thereupon stand terminated and the Promoter will be entitled to deal with the Schedule 'B' Property. The Promoter will refund the money paid to it by the Allottee after deducting the Booking Amount, the Interest due on outstanding installments and Statutory Payments within sixty (60) days of termination and against the Allottee having executed and registered a cancellation agreement for termination of this Agreement. Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

Provided that where the Promoter does not terminate this Agreement, the Allottee shall continue to pay the Interest on the outstanding installment notified from time to time, for every month of delay till the handing over of the possession of the Apartment. If despite the Promoter having

granted time in terms of this clause and the Allottee failing to make the payment of all the installments in terms of the Payment Plan and Interest due before taking possession, the Promoter will be entitled to terminate this Agreement and refund the amounts received after deducting the Booking Amounts, the Interest due on outstanding installments and Statutory Payments, within sixty (60) days of such termination. Notwithstanding, what is stated herein the Promoter will be entitled to terminate this Agreement at any time after the Allottee being in default by giving 30 days' notice. On such termination the Promoter will refund the amounts received after deducting the Booking Amounts, the Interest due on outstanding installments and Statutory Payments within sixty (60) days of termination. The Parties have agreed that the Promoter not terminating the Agreement after the Allottee default in terms of clause 27.3.2 above will not be construed as waiver on the part of the Promoter to terminate this Agreement at any time thereafter.

- 27.4. If the Allottee has taken housing loan facility from any financial institution or bank, then in that event based on the terms of such loan, the amounts that the Allottee would be entitled to in terms of Clauses 27.2.2 and 27.3.2 above, would be handed over to the financial institution or the bank against (a) the bank / financial institution forthwith issuing a "no dues certificate" in favour of the Promoter, (b) hand over the original of this Agreement that may be deposited with the financial institution or bank by the Allottee and (c) the Allottee having executed and registered a cancellation agreement for termination of this Agreement.
- 27.5. On issuance of any termination notice under this Agreement, the Promoter shall be entitled to deal with the Schedule 'B' Property and be released and discharged from all its obligations and liabilities under this Agreement.

28. CANCELLATION BY ALLOTTEE:-

- 28.1. The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:
- 28.2. Where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the Booking Amount paid for the allotment. The balance amount of money paid by the Allottee excluding Statutory Payments shall be returned by the Promoter to the Allottee within 60 days of such cancellation against the Allottee having executed and registered a cancellation agreement for termination of this Agreement.
- 28.3. The 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.

29. NOTICES

Any notice and other communications provided for in this Agreement shall be in writing and shall be first transmitted by facsimile/electronic transmission and then confirmed by internationally recognised courier service, in the manner as elected by the Party giving such notice to the following addresses:

- (a) In the case of notices and other communications to the Promoter:

<i>Address</i>	:	
<i>Attention</i>	:	
<i>Telephone</i>	:	
<i>Facsimile</i>	:	
<i>Email</i>	:	

- (b) In the case of notices and other communications to the Allottee /s:

<i>Address</i>	:	
<i>Attention</i>	:	
<i>Telephone</i>	:	
<i>Facsimile</i>	:	
<i>Email</i>	:	

- (c) All notices shall be deemed to have been validly given on **(i)** the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile/electronic transmission, or **(ii)** the business date of receipt, if transmitted by courier or registered mail.

Any Party may, from time to time, change its address provided for in this Agreement by giving to the other Party not less than 15 days prior written notice. If no such change is notified, the service on the address given in the title of this Agreement shall be address to which the notices are to be issued and such notice being issued shall be considered as being issued to the correct address, irrespective of the Party having changed its address without notifying.

30. MISCELLANEOUS

(a) **Reservation of rights**

No forbearance, indulgence or relaxation or inaction by the Parties at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of the Parties to require performance of that provision. Any waiver or acquiescence by the Parties of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence of any right under or arising out of this Agreement or of the subsequent breach, or acquiescence to or

recognition of rights other than as expressly stipulated in this Agreement.

(b) 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 in this Agreement and the obligations arising hereunder in respect of the Schedule 'B' Property shall equally be applicable to and enforceable against and by any subsequent allottees of the Apartment, pursuant to the assignment that would be permitted in terms of clause 18 above for all intents and purposes.

(c) 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.

(d) Amendment

No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereto or any rights arising here from shall be valid or binding unless made in writing and duly executed by both Parties.

(e) Waiver

The Promoter may, at its sole option and discretion, without prejudice to

its rights as set out in this Agreement, waive any of the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of Interest for delayed payment. Any such waiver of either a breach or payment of Interest 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. Any one of the breach being waived under this clause shall not be construed to be a waiver of the Promoter's right to terminate this Agreement for any subsequent breach of the Allottee /s in payment of the subsequent instalment under the Payment Plan

(f) Counterparts

This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. The Parties will be signing such counterpart.

(g) Entirety:

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

(h) Stamp Duty, Registration Charges, etc

- (i) The stamp duty payable on this Agreement, shall be borne by the Allottee exclusively. The Promoter shall have no liability in this respect thereto
- (ii) The stamp duty and registration fee or any demands for deficit prevailing on the date of registration of this Agreement and the

Conveyance Deed, shall be borne by the Allottee exclusively. The Promoter shall have no liability in respect thereto. The Allottee shall be solely responsible and liable for compliance of the provisions of Karnataka Stamp Act, 1957, including any actions taken or deficiencies / penalties imposed by the appropriate authority.

- (iii) Each of the Parties shall bear their respective legal costs associated with the preparation, finalisation, completion and execution of this Agreement and the Conveyance Deed.

31. 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 payments, towards any Common Areas of the Project and or the Common Amenities and Facilities of the Project or any other cost or capex for such Common Areas of the Project and or the Common Amenities and Facilities of the Project, the same shall be in the proportion of the Carpet Area of the Apartment to the total carpet area of all the apartments in the Project. On similar basis, the payments if the Common Areas of the Development and Common Amenities and Facilities of the Development shall be in proportion to the Carpet Area of the Apartment to the total carpet area of all apartments in the Development.

32. PLACE OF EXECUTION:

The execution of this Agreement by the Promoter is at Bangalore and the execution of this Agreement by the Allottee as at Bangalore or simultaneously with the execution, the said Agreement shall be registered at the office of the Sub-Registrar at _____. Hence this Agreement shall be deemed to have been executed at Bangalore.

33. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition 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.

34. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

35. GOVERNING LAW AND JURISDICTION:

- 35.1. The provisions of this Agreement shall, in all respects, be governed by, and construed in accordance with the laws of India.
- 35.2. The Parties agree that the courts in Bangalore shall have jurisdiction.
- 35.3. The Karnataka Real Estate Regulatory Authority or the Appellate Tribunal under the Rules framed pursuant to the Act by the Government of Karnataka would have jurisdiction for the matters arising under this Agreement and falling under the Act.

SCHEDULE - 'A'

(Description of the entire property)

All that parcel of immovable property bearing Municipal No. 131/2, presently having New P.I.D. No. 118-W0064-37 (Old P.I.D. No. 48-31-131/2), measuring 20,778 square feet, situated at Lalbagh Road, Sudhamanagar, Bengaluru, within the revenue and administrative jurisdiction of the Bruhat Bengaluru Mahanagara Palike, Ward No. 48, Sudhamanagar, Bengaluru, and bounded as follows:

North by: Road and Private Property;
 South by: Municipal No. 131/3;
 East by: Lalbagh Road and Private Property;
 West by: Municipal No.131/1.

SCHEDULE 'B'
Item No. 1
(Description of Apartment)

A __ BHK + FAMILY Apartment No. _____ on the ____th Floor of Block _____ of the Project " _____ " (shown as _____ in the Sanctioned Plan) having a carpet area of _____ square feet, Balcony area of _____ Square Feet and super built up area of _____ square feet along with _____ car parking in the _____ floor with proportionate undivided share in the Common Area of the Project with the non-exclusive right to use the Common Amenities and Facilities of the Project, Common Areas of the Development and Common Amenities and Facilities of the Development.

Item No. 2
(Description of Undivided Share)

_____ square feet undivided share in the Schedule "A" Property corresponding to the Item No.1 of the Schedule "B" being part of the Project " _____ "

SCHEDULE 'C'

RIGHTS OF THE ALLOTTEE

The Purchaser/s shall have the following rights in respect of the Schedule 'B' Property and the Building constructed on Schedule 'A' Property as applicable thereon:-

- a. The Purchaser/s and all persons authorized by the Purchaser/s (in common with all other persons entitled, permitted or authorized to a similar right) shall have the right at all times, and for all purposes, to use the staircases, lift, passages and common areas (except the Basement, earmarked Terrace and Car Parking Spaces) in Schedule 'A' Property;
- b. The right to subjacent, lateral, vertical and horizontal support for the Schedule 'B' Apartment from the other parts of the Building;
- c. The right to free and uninterrupted passage of water, gas, electricity, sewerage etc., from and to the Schedule 'B' Apartment through the pipes, wires, sewer lines, drain and water courses, cables, pipes and wires which are or may at any time hereafter be, in, under or passing through the Building or any part thereof by the Schedule 'A' Property;
- d. The right to lay cables or wires for Radio, Television, Telephone and such other installations, in any part of the Building; however, recognizing and reciprocating such rights of the other apartment holders;
- e. The right of entry and passage for the Purchaser/s and Purchaser's/s' agents or workmen to other parts of the Building at all reasonable times after giving notice to enter into and upon other parts of the Building for the purpose of repairs or maintenance of the Schedule 'B' Apartment or for repairing, cleaning, maintaining or renewing the water tanks, sewer, drains and water courses, cables, pipes and wires causing as little disturbance as possible to the other apartment owners and making good of any damage caused;
- f. The Purchaser/s has/have the right to use the common areas provided in the Schedule 'A' Property including pathways, open spaces, parking areas, and other common amenities and facilities.

SCHEDULE 'D'

OBLIGATIONS OF THE ALLOTTEE

The Purchaser/s hereby agree/s, confirm/s and undertake/s the following obligations towards the Owners and other apartment owners of the Building and Schedule 'A' Property -

- 1) The Purchaser/s shall not at any time, carry on or suffer to be carried on in the Schedule 'B' Property or any part thereof or in the Building, any noisy, offensive or dangerous trade or pursuit which may be or become in any way a nuisance, annoyance or danger to the Vendors or other apartment owners or occupiers or the neighbours or which may tend to depreciate the value of other apartments or any part thereof;
- 2) The Purchaser/s shall use the Schedule 'B' Apartment only for Residential purposes;
- 3) The Purchaser/s shall give to the other apartments owners, necessary support and co-operation and reciprocate and recognize the rights of the other apartment owners in the Building as enumerated herein;
- 4) The Purchaser/s shall become and remain a member of the Society, Association or Co-operative Society or Condominium (hereinafter referred to as the 'ORGANISATION') to be formed and consisting of all the apartment owners in the Building for the purpose of attending the matters of common interest, including repairs, maintenance, white washing, painting etc., in respect of the Building and to maintain the roads, compound walls and all other common areas. For this purpose, the Purchaser shall execute or authorize the Owners or one of the office bearers of the Organization to form Owners' Association. The Purchaser/s will observe and perform the terms and conditions, Bye-laws and the Rules and Regulations prescribed by such Association;
- 5) The Purchaser/s will use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in the Building in common with the other apartment owners and to permit free passage of water, sanitary, electrical lines, through and along the same or any of them and to share with the other Apartment Owners, the cost of repairing and maintaining all such sewers, drains and water lines as also the cost of maintaining and repairing all common amenities such as common roads, staircases 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 Building;

- 6) The Purchaser/s shall duly and punctually pay the proportionate share of Municipal Taxes, rates and cess, betterment charges, development charges, insurance charges, cost of maintenance and management of the Building, and the Common access Road and charges for maintenance of services, like water, sanitation, electricity etc., salaries of the employees of the Organization and other expenses in regard to the Building as may be determined by the Managing Committee of the Organization from time to time. The liability for such share shall commence from the date when the Apartment is ready for occupation, irrespective of whether the Purchaser take/s possession thereof or not. If the Organization does not come into existence by the date the Apartment is ready, the Purchaser shall pay such share of taxes/expenses etc., to the Promoter, as may be determined by the Promoter;
- 7) The Purchaser/s undertake/s to pay all the charges promptly towards maintenance with respect to common amenities and all other charges which may be imposed recurrently on accrual basis with respect to the facilities/services provided to each of the Units. That apart, the Purchaser/s undertakes to pay all the charges/expenses towards renewals of permits/consents/NOC's procured from various authorities as required under the provisions of law viz., NOC/Consent from Karnataka State Pollution Control Board and from other authorities from time to time.
- 8) The Purchaser/s shall keep the common areas, open spaces, parking areas, passages, lifts, staircases, lobbies etc., free from obstructions and in a clean and orderly manner and not to encroach on any common areas, rubbish/refuse shall not be thrown out of the Apartment;
- 9) The Purchaser/s shall keep the apartment walls, drains, pipes and other fittings in good and habitable condition and in particular so as to support and protect the parts of the Building, other than the apartment of the Purchaser /sand to carry out any internal works or repairs as may be required by the Managing Committee of the Organization;
- 10) The Purchaser/s shall not make any additions or alterations or cause damage to any portion of the Building or the Schedule 'C' Apartment and shall not change the outside colour scheme, outside elevation/facade/decor of the Building, otherwise than in a manner agreed to by the majority of the apartment owners;
- 11) The Purchaser/s shall not alter or subscribe to the alteration of the name of the Building.
- 12) The Purchaser/s shall not park any vehicles in any part of the Schedule 'A' Property, except in the parking area specifically allotted and earmarked for the Purchaser/s. After completion of the Building and after obtaining possession of

their respective apartment, the apartment owners may by mutual agreement, set apart or demarcate any part of the common area as parking lot for bicycles and two wheelers.

- 13) The Purchaser/s on allotment of the car parking area, other than use of the same, shall not have any power or authority to transfer the same other than with the apartment and the undivided share described in Schedule B herein. In addition thereto the Purchaser/s shall not allow the use of the car parking/s allotted for use and enjoyment of the same by any person who does not own or occupy an apartment in the Building developed on the Schedule 'A' Property.
- 14) The Purchaser/s is/are aware that the exclusive right of use of Car Parking space in basement level/ground level/surface parking if any on the spaces left open after construction of the apartment buildings will be allotted by the Promoter to the various apartment owners and that right of use so allotted shall vest solely in the respective Apartment owner to whom it is allotted. The Purchaser/s shall have no objection to such right of use being allotted. It is however, clearly understood that such right of use shall not vest in the Purchaser/s any title to the land earmarked as Car Parking Space.
- 15) The garden areas and other greenery abutting the Schedule 'A' property are for common use and enjoyment of the owners of the said residential buildings and the same shall be kept free from obstructions and constructions at all times and always be kept as garden areas only.
- 16) The Purchaser/s do/does not own any specific portion of the Schedule 'A' Property, but only the undivided share, right, title and interest described in the Schedule 'A' Property and the Purchaser/s shall not seek for a separate partition or possession of the Schedule 'B' Property and shall not have any objection whatsoever for the use by the owners of other apartments on the Schedule 'A' Property of their respective apartments and the common area. The Purchaser/s do/does hereby agree/s to abide by the stipulations contained in the Schedules D, E & F which are designed to protect the rights and obligations of all Apartment Owners in the Complex.

IN WITNESS WHEREOF THE PARTIES HEREIN HAVE HEREUNTO AFFIXED THEIR HAND ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING WITNESSES:

OWNERS:	DEVELOPER:
_____ <i>Name:</i> 1) Dr. B. SAGUNARTHY, 2) Mr. B. NIRGUNARTHY 3) Mr. B. SHIVARTHY Rep. by General Power of Attorney Holder <i>Name:</i> VISTA SPACES SUN (LALBAGH) PVT. LTD. Represented herein by its duly Authorised Signatory and Director: Mr. Praveen Kumar	_____ <i>Name:</i> VISTA SPACES SUN (LALBAGH) PVT. LTD. Represented herein by its duly Authorised Signatory and Director: Mr. Praveen Kumar
WITNESSES:	
1. _____	2. _____
<i>Name:</i> <i>Address:</i>	<i>Name:</i> <i>Address:</i>

ANNEXURE 1

(Specifications or Project Specifications)

(SPECIFICATIONS)

1.	STRUCTURE	RCC Frame Structure with solid block masonry walls
2.	FLOORING	Lobbies -Marble/Granite Passageways -Marble/Granite Living/Dining/Foyer - Marble / Granite / Designer Tiles Bedrooms - Laminated Wooden Flooring Kitchen - Anti skid Tiles Utility - Anti skid Tiles Balconies - Combination of anti skid tiles/ natural stone Bathrooms - Combination of anti skid ceramic tiles Common staircases - Granite stone
3.	DADO	Lift Lobbies - Granite/ Marble Toilets - Combination of Glazed ceramic tiles/ Granite/ emulsion paint Kitchen - Glazed ceramic tiles above platform
4.	PAINTING	Internal Walls & Ceilings - Premium emulsion paint External Finish - Combination of cladding and texture paint

		Basement – Whitewash
5.	KITCHEN	Granite counter with half round bull nosing Stainless steel wash basin Provision for Aquaguard/ Dishwasher/Washing Machine
6.	TOILETS	Sanitary ware – Toto or Equivalent Fittings – Jaquar or Equivalent Premium Chromium
7.	ELECTRICAL	Switches – Anchor / Le Grand modular switches or Equivalent Power Backup – 100% DG lighting backup for all apartments and common areas AC Points – All bedrooms & living room Sufficient TV and Telephone points/ Data Cables/HD Satellite TV Cables
8.	JOINERY	Teak Wood Door Frames Premium UPVC / Aluminium Windows as per architect's design
9.	SECURITY	Access control at entrances CCTV cameras Intercom facilities
10.	LIFTS	High speed passenger lift - OTIS/ Fujitech/Schindler
11.	BOREWELL	One Borewell at Site

ANNEXURE 2**(Floor plan of Apartment)****ANNEXURE 3****(Payment Plan)****PART I**

The consideration for the sale of Schedule 'B' Property is Rs. _____ (Rupees _____). The Purchaser/s as per the instructions of the Vendors has /have paid the advance amount to Confirming Party a sum of Rs. _____ as advance detailed above, and the balance amount shall be payable in the following manner:

Sl. No.	Payment Schedule	— BHK	— BHK
1	Booking amount (against allotment letter)		
2	Date of agreement/within 30 days from the date of Allotment Letter		
3	Within 90 days from the date of Allotment Letter		
4	Within 180 days from the date of Allotment Letter		
5	On Completion of Second Floor Roof slab		
6	On Completion of Fourth Floor Roof slab		
7	On Completion of Sixth Floor Roof slab		
8	On Completion of Eighth Floor Roof slab		
9	On Completion of Tenth Floor Roof slab		
10	On Completion of Twelveth Floor Roof slab		
11	On Completion of Fourteenth Floor Roof slab		
14	On Completion of Terrace Floor roof slab (23rd Floor)		
15	On Completion of Flooring		
16	On Completion of Painting		
17	On Intimation of Possession		
	Total	100%	100%
III.	Other charges shall be payable against Demand Letter		
IV.	Stamp Duty and Registration charges at the time of Registration		

or

Payment Schedule	Milestone	Amount
On Booking	On Booking	
I Instalment	On Agreement	
II Instalment		
III Instalment		
IV Instalment		
On Possession		
Total including GST as applicable		
Part II		
Other Charges		
Charges for external development ; sewerage connections, water connections	on Receipt of OC	
Charges towards electricity circuit system, connection, transformer, cable draw to the Project / Building	on Receipt of OC	
legal charges	on Receipt of OC	
Stamp paper franking charges	on Receipt of OC	
Total		
<u>GST@18 %</u>		
Total including GST as applicable		
Part III		
Other Expenses		
Maintenance Charges payable to _____	on possession	
Club Membership payable to _____	on possession	
Total		
GST@18 %		
Total including GST as applicable		

ANNEXURE 4
(Details of Common Areas of the Project)

ANNEXURE 5
(Common Areas in the Development)

ANNEXURE 6
(Details of Common Amenities and Facilities of the Project)

ANNEXURE 7
(Details of Common Amenities and Facilities of the Development)

ANNEXURE 8

TERMS AND CONDITIONS OF USE OF ALLOTTEE CAR PARKS

The Allottee shall at all times be bound by the terms and conditions of use of the Allottee Car Park as listed under:

1. The Allottee will at all times act responsibly and safely in the use of the Allottee Car Park and comply with all directions given by the Promoter / Association of Owners in the day to day use of the Allottee Car Park.
2. The Allottee will use the Allottee Car Park for the sole purpose of parking a motor vehicle in his / her / its capacity as the owner of the Apartment and for no other purpose whatsoever.
3. The Allottee will not bring into the Allottee Car Park at any time any petroleum or other inflammable volatile oil or substance other than petroleum in the fuel tank of any motor vehicle.
4. The Allottee will not cause any nuisance, damage, obstruction, annoyance or inconvenience to the car parking spaces of other apartment owners.
5. The Allottee will not bring into or on the Allottee Car Park or allow to remain there any un-road worthy or excessively noisy motor vehicle or any motor

vehicle incapable of being accommodated within a standard passenger car parking space or within the clear height of a level in the Allottee Car Park.

6. Parking and use of the Allottee Car Park is solely at the Allottee's risk. The Allottee will have no claim against the Promoter or its contractors or otherwise or against any one whom they represent or any of the employees or agents of the Promoter or its contractors for any loss or damage to property or personal injury or loss of life directly or indirectly related to the Allottee's use of the Allottee Car Park. Furthermore, the Allottee will indemnify the Promoter against any such claims and the costs thereof.
7. The Allottee will permit the staff managing the car parks in the Project to move his / her / its car in the event of emergencies or in other appropriate circumstances, on the understanding that they have no duty to do so.
8. The Allottee will only use the Allottee Car Park so allocated and will recognise the Promoter's right to re-allocate spaces as required.
9. This car parking arrangement is only a right of use granted to the Allottee, giving the Allottee no property interest in the Allottee Car Park.
10. The Allottee's vehicle/s shall at all times comply with all road markings, signs and the directions of authorised persons.
11. Vehicle/s of the Allottee shall be parked within the lines designating the Allottee Car Park/s and shall at all times be parked in such a way that no obstruction is caused to the car parks access lanes.
12. The Allottee must:
 - (a) observe and conform to all the rules and regulations relating to the use of the car parks made and issued by the Promoter / Association of Owners from time to time;
 - (b) advise the Promoter / Association of Owners regarding the registration number and name of the driver of any vehicle which may park in the car parks, if required by the Promoter / Association of Owners, and shall notify

the Promoter / Association of Owners in the event of any change in respect of the same.

13. The Promoter / Association of Owners or its contractors may access any part of the Allottee Car Park at any time for the purpose of inspecting it, doing any necessary repairs or for any other specified purpose.
14. Alteration of Terms and Conditions in this Annexure:
 - (a) The Promoter / Association of Owners may vary these terms and conditions by adding, altering or deleting any of them.
 - (b) The Promoter / Association of Owners may charge the Allottee a penalty if the Allottee violates any of the terms and conditions mentioned herein as per its policies relating to the use of the Allottee Car Park.