

AGREEMENT FOR SALE

This **Agreement for Sale** is made and executed on this _____ day of _____, **Two Thousand Twenty Four (____.____.2024)** at Bengaluru.

BY AND BETWEEN:

SMT.VISHWA BHARATHI

D/o. Sri.D.Sonnappa Gowda @ D.S.Gowda,

W/o Late Ravikumar.H.S

Aged about 55 years

Residing at No.88/19, 9th Cross,

RMV Extension, Sadashivanagar,

Bangalore - 560080,

AADHAAR No: 4755 7620 0495

2. SRI.D. SONNAPPA GOWDA

S/o Dhanadeppanna

Aged about 81 years

Residing at No.389, Judges Colony,

RT Nagar, Bangalore - 560039

AADHAAR No: 3344 5823 4581

3. SMT.KENCHAMMA S.GOWDA

W/o Sri.D.Sonnappa Gowda

Aged about 75 years

Residing at No.389, Judges Colony,

RT Nagar, Bangalore - 560039

AADHAAR No: 7015 6561 9745

4. SRI.S.N.SUDARSHAN

S/o Sri.D.Sonnappa Gowda

Aged about 46 years

Residing at No.389, Judges Colony,

RT Nagar, Bangalore - 560039

AADHAAR No: 8114 2265 2590

Hereinafter collectively referred to as the **“OWNERS”**

(Which expression shall unless repugnant to the context or meaning thereof, mean and include the Owners, their legal representatives, assigns, executors, administrators, etc.)

AND:**M/s. SHRAVANTHI SHELTERS**

A Partnership Firm having its registered office

At 1565/A, 30th Cross,

28th Main, BSK 2nd Stage, Bangalore-560070.

Represented by its Partner

SRI.SANTOSH BALAKRISHNA

S/o L.Balakrishnama Naidu

Hereinafter referred to as “**DEVELOPER/PROMOTER**”

(Which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees)

AND:

Mr._____, (Aadhar No._____), S/o _____, aged about _____ years, residing at _____ (PAN No._____)

Hereinafter referred to as 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 assigns).

The OWNER, PROMOTER and ALLOTTEE shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”.

DEFINITIONS:

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

- (a) “Act” means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- (b) “appropriate Government” means the State Government of Karnataka;
- (c) “Rules” means the Karnataka Real Estate (Regulation and Development) Rules, 2017
- (d) “Regulations” means the Regulations made under the Real Estate (Regulation and Development) Act, 2016;
- (e) “Section” means a section of the Act.

WHEREAS:

- A. **WHEREAS**, the Owners are the absolute owners in possession of residentially converted land property bearing **Sy.No.28**, Old Sy.No.8 measuring 5-00 Acres converted for non-agricultural residential purpose vide Conversion Order No.475341 dated 9.3.2023 and **Sy.No.29** Old Sy.No.8, measuring 5-00 Acres converted for non-agricultural residential purpose vide Conversion Order No.475784 dated 9.3.2023 totally measuring 10-00 Acres situated at Banda Ramana Halli Village, Kasaba Hobli, Devanahalli Taluk which is morefully described hereinunder hereinafter referred to as **THE ITEM NO.1 AND 2 OF THE SCHEDULE PROPERTY.**
- A. The Owners had purchased the Schedule Property from Smt. Kenchamma as per the Gift Deed dated 30.9.2020 vide registration No.3774/2020-21. After having acquired the Schedule Property the Owners/Promoter is in possession and enjoyment of the same without any hindrance.
- B. The Item No.1 and 2 of the Schedule Property were converted from Agricultural to Non-Agricultural residential purpose vide Conversion Order No.475341 dated 9.3.2023 and Conversion Order No.475784 dated 9.3.2023.
- C. Whereas the Owners/Promoter had executed Relinquishment Deed in favour of BMICAPA Planning Authority for relinquishment of ----- Sq. meter area for park purpose and ----- Sq. meter of area for roads vide relinquishment deed dated --- -- vide document no.-----.
- D. WHEREAS the Owner/Promoter obtained Layout Plan from BMICAPA for formation of a residential layout in Schedule Property vide BMICAPA vide L.P.No.127/2023-24 dated 13.3.2023. Hence, Owners/Promoter are entitled to form a residential layout in the Schedule Property and is entitled to sell the sites formed therein. In pursuance of the said layout plan a residential layout called "SHRAVANTHI NORTH ONE" is formed in the Schedule Property. The said layout consists of saleable plots, roads, common amenities, parks and civic amenities.
- E. Whereas the BMICAPA Planning authority had issued release order No.---- dated ---- with respect to the sites formed in the Schedule Property.
- F. Subsequent to the said Release Order, the Owner/Promoter become the absolute owner of all the plots which carved out the said Residential Layout, hence the Owner/Promoter is fully competent to enter into Agreement of sale with respect to all the residential plots in the said Layout and all the legal formalities with respect to the right, title and interest of the Owner/Promoter regarding the Said Land on which Project is to be developed have been completed;

- G. The Owner/Promoter has registered the Project under the provisions of the Act with the Karnataka Real Estate Regulatory Authority at on _____ under _____ registration no. _____.
- H. The Allottee had applied for an Plot in the Project *vide* application no. dated ____ and has been allotted the Plot no. _____ bearing Kallubalu Grama Panchayat katha No. _____, measuring East – _____ Ft, West - _____ Ft, North – _____ Ft & South - _____ Ft (totally measuring _____ Sq Ft), in the Schedule Property situated at “SHRAVANTHI NORTH ONE”, Banda Ramana Halli village, Kasaba Hobli, Devanahalli Taluk, is one of the site formed out of the Schedule Property, which is morefully described in the schedule hereunder and hereinafter referred to as **SCHEDULE A PROPERTY**. The Schedule A Property is the subject matter of this Agreement of Sale.
- I. (ii)Whereas the sale consideration of the Schedule A Property is fixed based on the measurement as shown in the layout approved plan and katha will be registered accordingly. However on physical measurement if the saleable area of the Schedule A Property is increased/decreased then the sale consideration shall be calculated proportionately and the exact physical measurement will be mentioned in the absolute sale deed.
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

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

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Owner/Promoter agrees to sell to the Allottee/Purchaser and the Allottee/Purchaser hereby agrees to purchase the Schedule A Property.
- 1.2 The Total sale consideration for sale of the Schedule A Property is fixed at **Rs. _____/- (Rupees _____ Only)**. The total consideration agreed upon between the parties is inclusive of land cost, Club membership charges, Layout Maintenance Charges (3 Years) and Corpus Fund etc..

- (i) The Owner/Promoter shall periodically intimate in writing to the Allottee/Purchaser, the amount payable as stated in the schedule of payments as shown in Schedule-B in this agreement. The Allottee/Purchaser shall make payment as demanded by the Owner/Promoter within the time and in the manners specified therein.
 - (ii) All government rates, taxes on land, municipal tax, property taxes or levies of all and any kind by whatever name called, to be levied in future or any enhancement of the prevailing rates by any Government Authority shall be paid on pro-rata basis and the determination of proportionate share by the Owner/Promoter and demand thereof shall be final and binding on the Allottee/Purchaser/s;
 - (iii) The Allottee/Purchaser herein shall sign and execute declarations, bye-laws, affidavits, undertakings, papers and documents required to be submitted to the Bangalore Electricity Supply Company/Karnataka Power Transmission Company Ltd., and other Authorities and Association as required by the Owner/Promoter; Also Allottee/Purchaser undertakes that he/she/they will execute all required additional documents (if any) to fulfill the requirements of this sale.
- 1.3 The Total Price is escalation-free, save and except increases which the Allottee/Purchaser hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Owner/Promoter undertakes and agrees that while raising a demand on the Allottee/Purchaser for increase in development charges, cost/charges imposed by the competent authorities, the Owner/Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee/Purchaser, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee/Purchaser.
- 1.4 The Allottee/Purchaser shall make the payment as per the payment plan set out in SCHEDULE B ("Payment Plan"). Upon failure of Payment as per Schedule-B of this Agreement the Allottee/Purchaser shall not have any claims over the Schedule A Property and/or on the Owner/Promoter. The Owner/Promoter shall be entitled to deal with Schedule A Property as they may deem fit for their benefit without reference to the Allottee/Purchaser. Provided that if the Allottee/Purchaser delays in payment towards any amount for which is payable; he/she/they shall be liable to pay interest at the rate specified in the Rules.
- 1.5 It is agreed that the Owner/Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and amenities as described herein at Schedule 'C' with respect to the Layout, as the case may be, without the previous written consent of the Allottee/Purchaser as per the provisions of the Act.

- (i) The Allottee/Purchaser shall also have right to use the roads, parks, and other common areas and amenities along with other Allottee/Purchaser of the sites, without causing any inconvenience or hindrance to them.
- (ii) The Allottee/Purchaser has the right to visit the project site to assess the extent of development of the project with prior appointment to avoid hindering of work and safety precautions.
- (iii) The Allottee/Purchaser shall have exclusive ownership of the residential vacant Plot/Site on complete payment to the Owner/Promoter; Allottee/Purchaser, can exercise this Sale Agreement only upon all payment received by the Owner/Promoter.

1.6 The Allottee/Purchaser has paid a sum of **Rs. _____/- (Rupees _____ only)** as booking amount being part payment towards the Total Price of the Schedule A Property at the time of application, the receipt of which the Owner/Promoter hereby acknowledges and the Allottee/Purchaser hereby agrees to pay the balance amount of the Schedule A Property as prescribed in the Payment Plan [Schedule B] as may be demanded by the Owner/Promoter within the time and in the manner specified therein:

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Owner/Promoter abiding by the Schedule B, the Allottee/Purchaser shall make all payments, on written demand by the Owner/Promoter, within the stipulated time as mentioned in the Payment Plan [Schedule B] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of _____, A/c No- _____, _____ Bank, _____ Road, _____ Branch, Bangalore, IFSC: _____ payable at BENGALURU.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee/Purchaser, 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 fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee/Purchaser understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Owner/Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee/Purchaser shall keep the Owner/Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/Purchaser to intimate the same in writing to the Owner/Promoter immediately and comply with necessary formalities if any under the applicable laws. The Owner/Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee/Purchaser and such third party shall not have any right in the application/allotment of the said site applied for herein in any way and the Owner/Promoter shall be issuing the payment receipts in favour of the Allottee/Purchaser only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

The Owner/Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the residential vacant Plot/Site to the Allottee/Purchaser and the common areas to the association of the Allottee/Purchaser or the competent authority, as the case may be.

If Allottee/Purchaser makes any default as per Schedule-B, he/she/they are not liable to make any claim of compensation.

6. DEVELOPMENT OF RESIDENTIAL PROJECT:

The Allottee/Purchaser has seen the proposed layout plan, specifications, amenities and facilities of residential layout and accepted the provisional layout plan, payment plan and the specifications, amenities and facilities as described in this agreement. The Owner/Promoter shall develop the Project in accordance with the said layout plan and layout specifications, amenities and facilities. Subject to the terms in this Agreement, the Owner/Promoter undertakes to strictly abide by such plans approved by the Planning Authority.

7. POSSESSION OF THE RESIDENTIAL PLOT/SITE:

7.1 The Owner/Promoter agrees to handover the possession of residential vacant plot/site to the Allottee/Purchaser at the time of execution and registration of Absolute Sale deed in favour of Allottee/Purchaser unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the residential layout is delayed due to

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

7.2 The Owner/Promoter, upon completion of the layout shall offer in writing the possession of the residential vacant Plot/Site, to the Allottee/Purchaser in terms of this Agreement. The Owner/Promoter agrees and undertakes to indemnify the Allottee/Purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Owner/Promoter. The Allottee/Purchaser, after taking the possession, agree(s) to pay the maintenance charges as determined by the Promoter/agency/association of Allottee/Purchaser, as the case may be after issuance of the letter that the layout is ready and the site is ready for taking possession by the Purchaser/Allottee. The Owner/Promoter shall hand over the residential vacant Plot/Site, to the Allottee/Purchaser at the time of conveyance/execution of the absolute sale deed with respect to the Schedule A Property.

7.3 Possession by the Allottee/Purchaser - After receiving the intimation that the formation of the residential site is complete and ready for registration the purchaser shall receive the possession by paying the entire sale consideration and by obtaining conveyance deed from the Owner/Promoter. It shall be the responsibility of the Owner/Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottees on its formation.

7.4 Failure of Allottee/Purchaser to take Possession of residential vacant Plot/Site - Upon receiving a written intimation from the Owner/Promoter as per para 7.2, the Allottee shall take possession of the residential vacant Plot/Site from the Owner/Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Owner/Promoter shall give possession of the residential vacant Plot/Site to the Allottee/Purchaser. In case the Allottee/Purchaser fails to take possession within the time provided in para 7.2, such Allottee/Purchaser shall continue to be liable to pay maintenance charges as specified in para 7.2.

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

Provided that where the Allottee/Purchaser proposes to cancel/withdraw from the project for any reasons, the Owner/Promoter herein is entitled to forfeit the 10% amount of the total sale consideration. The balance amount (if any) paid by the Allottee/Purchaser shall be returned by the Owner/Promoter to the Allottee/Purchaser within 60 days of such cancellation without any interest.

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

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

8. REPRESENTATIONS AND WARRANTIES OF THE OWNER/PROMOTER:

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

- (i) The Owner/Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the residential layout;
- (ii) The Owner/Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no litigations pending before any Court of law or Authority with respect to the said residential layout;
- (iv) All approvals, licenses and permits issued by the competent authorities with respect to the Project, are valid and subsisting and have been obtained by following due process of law. Further, the Owner/Promoter has been and shall,

at all times, remain to be in compliance with all applicable laws in relation to the residential layout, said Land, residential vacant Plot/Site and common areas;

- (v) The Owner/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/Purchaser created herein, may prejudicially be affected;
- (vi) The Owner/Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the residential Layout and the said residential vacant Plot/Site which will, in any manner, affect the rights of Allottee/Purchaser under this Agreement;
- (vii) The Owner/Promoter confirms that the Owner/Promoter is not restricted in any manner whatsoever from selling the said residential vacant Plot/Site to the Allottee/Purchaser in the manner contemplated in this Agreement;
- (viii) At the time of execution of the conveyance deed the Owner/Promoter shall handover lawful, vacant, peaceful, physical possession of the residential vacant Plot/Site to the Allottee/Purchaser and the common areas to the Association of the allottees on its formation;
- (ix) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (x) The Owner/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 possession of the Schedule A Property.
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Owner/Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) Owner/Promoter fails to handover the possession of the residential Plot/Site to the Allottee/Purchaser within the time period specified under this agreement or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority.
- (ii) Discontinuance of the Promoter's business as a Owner/Promoter on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (i) The Allottee/Purchaser shall have the option of terminating this Agreement in which case the Owner/Promoter shall be liable to refund the entire money paid by the Allottee/Purchaser under any head whatsoever towards the purchase of the residential vacant Plot/Site, along with interest at the rate prescribed in the Rules within sixty days of receiving the termination notice:

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

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

- (i) In case the Allottee/Purchaser fails to make payments as demand made by the Owner/Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee/Purchaser shall be liable to pay interest to the Owner/Promoter on the unpaid amount calculated at highest State Bank of India Base Rate/Marginal Cost Lending Rate Plus 2% per annum from the due date mentioned in the demand/invoice till the date of payment.
- (ii) In case of Default by Allottee/Purchaser under the condition listed above continues for a period beyond two consecutive months after notice from the Owner/Promoter in this regard, the Owner/Promoter may cancel the allotment of the residential vacant Plot/Site, in favour of the Allottee/Purchaser and refund the money paid to him by the Allottee/Purchaser by deducting the 10% of the total consideration and this Agreement shall thereupon stand terminated. Provided that the Owner/Promoter shall intimate the Allottee/Purchaser about such termination at least thirty days prior to such termination.
- (iii) Allottee/Purchaser, can exercise this Sale agreement only upon all invoice payment received by the Owner/Promoter.

10. CONVEYANCE OF THE SAID RESIDENTIAL SITE:

The Owner/Promoter, on receipt of Total Price of the residential vacant Plot/Site under the Agreement from the Allottee/Purchaser, shall execute a conveyance deed and convey the title of the residential vacant Plot/Site. However, in case the Allottee/Purchaser fails to deposit the stamp duty and / or registration charges within the period mentioned in the notice, the Allottee/Purchaser authorized the Owner/Promoter to withhold registration of the conveyance deed in his/her/their favour till payment of stamp duty and registration charges to the promoter is made by the Allottee/Purchaser.

11. MAINTENANCE OF THE SAID PROJECT:

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the residential layout by the Developer/Agency/Association of the Allottee/Purchaser upon the issuance of the Completion Certificate of the project.

- 11.1 The Owner/Promoter will undertake to upkeep and maintenance of the common areas, common amenities and facilities in the layout “**SHRAVANTHI NORTHONE**” in Schedule Property or entrust the same to any Maintenance Company of their choice for a period of three year. The Owner/Promoter is not liable or bound to maintain the common areas or collect the maintenance charges, once the official maintenance period is over. The Allottee/Purchaser shall be liable to bear and pay the common expenses for the upkeep and maintenance of the common areas, common amenities and facilities in the layout “**SHRAVANTHI NORTHONE**” for the period of three year in advance, which would be utilized for the said purposes and any deficit, would be made good by the Purchaser/s.
- 11.2 The Owner/Promoter will undertake the maintenance and upkeep of common areas, common amenities and facilities in “**SHRAVANTHI NORTHONE**” in Schedule Property or entrust the same to any Maintenance Company of their choice.
- 11.3 The Allottee/Purchasers shall pay to the Owner/Promoter /the Agency appointed by the Owner/Promoter “**Common Maintenance Charges**” as specified by the Owner/Promoter, which is fixed @Rs.____/- per sft on Saleable area per month for _____ years (_____ months) arising out of this shall be borne by the Allottee/Purchasers. The Allottee/ Purchasers shall also pay club maintenance charges @ Rs.____/-per month for _____ months at the time of executing absolute sale deed in favour of the Allottee/Purchasers. The Common Maintenance Charges are payable by the Allottee/Purchasers from the date of intimation that residential vacant Plot/Site is ready for possession. With this amount the Promoter/Maintenance Agency will maintain the common areas, common amenities and the facilities in “**SHRAVANTHI NORTHONE**” from the date of the residential vacant Plot/Site is ready for possession and any deficit shall be made good by the Allottee/Purchasers proportionately. The Owner/Promoter agrees to transfer the maintenance to the Owners’ Association on its formation and till then the Promoter/Agency will maintain on payment of common expenses to them every month/quarter. The Allottee/Purchasers shall pay the Promoter/Agency/Owners’ Association, as the case may be the common maintenance charges, quarterly in advance or as may be billed by the Promoter/Agency. However in the event Owner/Promoter finds the aforesaid sums being insufficient to meet the common maintenance charges for any reason including in case of escalation in the cost of labour and other materials used for Common Area Maintenance, the Promoter is entitled to seek proportionate increase in Common Maintenance Charges.

11.4 The Allottee/Purchasers shall also at the time of registering the Schedule A Property, pay "CORPUS FUND" as specified by the Owner/Promoter, which shall be calculated at Rs.5/per sft on saleable area of residential vacant Plot/Site as Allottee/Purchasers contribution for "**SHRAVANTHI NORTONE**" Project. The whole of the Corpus Fund made up of the contributions by the Allottees/Purchasers of the residential vacant Plots/Sites in "**SHRAVANTHI NORTONE**" shall be retained by the Owner/Promoter till the formation of Owners' Association consisting of all development in "**SHRAVANTHI NORTONE**" and transfer the same without any interest to the Owners' Association so formed in "**SHRAVANTHI NORTONE**". The contribution towards Corpus Fund is collected to ensure funds availability for any major repairs or capital expenditure required to be incurred in "**SHRAVANTHI NORTONE**"

11.5 At the time of registering the Schedule A Property, the Allottee/Purchaser shall pay (Thirty Six) 36 months maintenance fee in advance as described above.

12 COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

The parties are entering into this Agreement for the allotment of a residential vacant Plot/Site with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

13 OWNER/PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

14 ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said residential vacant Plot/Site, as the case may be.

15 RIGHT TO AMEND:

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

16 PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/ PURCHASER OR SUBSEQUENT ALLOTTEES:

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the residential vacant Plot/Site and the project shall equally be applicable to and enforceable against and by any subsequent Allottees of the residential vacant

Plot/Site, in case of a transfer, as the said obligations go along with the residential vacant Plot/Site for all intents and purposes.

- a) That during the subsistence of this agreement or till the execution of the Sale Deed whichever is earlier, the Purchaser/s shall not have power or authority to transfer or assign his/her/their right under this agreement to any one, except with prior written consent to the Owner/Promoter. The Owner/Promoter may at their discretion give consent for such assignment subject to what is stated herein. The Owner/Promoter may at their option permit assignment on charging an assignment fee of Rs.100/- (Rupees One Hundred Only) per Square Feet of Schedule A Property as its administrative charges and transfer fee for giving such consent. The Owner/Promoter may grant such sanction, provided at the time of such assignment the Allottee/Purchaser has/have paid all amounts mentioned in this Agreement (and all other writings and Deeds that may be executed here with), in respect of the said residential vacant Plot/Site. Further in the event of such assignment, the Owner/Promoter shall not be liable to pay any compensation/damages payable by the Owner/Promoter under any of the terms and/or conditions of this Agreement. It is also made clear that the Purchaser/s will not be able to assign his/her/their rights in portions i.e., the Purchaser/s will have to either assign all his/her/their rights under this Agreement or otherwise shall not be entitled to assign his/her/their rights at all.
- b) In addition to above, the Promoter's consent (if granted) to dispose, transfer or sale by way of assignment of the said residential vacant Plot/Site to a third party shall be inter alia subject to the Allottee/Purchaser/s:-
 - (i) settling all charges outstanding and payable to the Owner/Promoter including Service Charges, Corpus Fund all other payments mentioned in this Agreement and other overdue interest (if any);
 - (ii) causing the new buyer(s) to execute fresh Sale Agreement/Deeds with the Owner/Promoter (as per the format of the Owner/Promoter).
- a) It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Schedule A Property and the Project shall equally be applicable to and enforceable against and by any subsequent Purchaser/s of the Schedule Property, in case of a transfer, as the said obligations go along with the Schedule Property for all intents and purposes.
- b) In cases where the Purchaser/s has raised bank loan, the Purchaser/s should produce No Objection Certificate from the Bank or financial institution, before assignment is considered by the Owner/Promoter.

17 WAIVER NOT A LIMITATION TO ENFORCE:

- 17.1 The Owner/Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee/Purchaser in not making payments as per the Payment Plan [Schedule B] including waiving the payment of interest for delayed payment. It is made

clear and so agreed by the Allottee/Purchaser that exercise of discretion by the Owner/Promoter in the case of one Allottee/Purchaser shall not be construed to be a precedent and /or binding on the Owner/Promoter to exercise such discretion in the case of other Allottees.

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

18 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.

19 FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

20 RIGHTS OF THE ALLOTTEE/PURCHASER:

The Allottee/Purchaser shall have the following rights in respect of the Schedule A Property and the residential layout to be developed thereon on Schedule Property;

- i) The right to own a residential vacant Plot/Site described in the Schedule A Property above for residential purposes subject to the terms of this Agreement.
- ii) The right and liberty to the Allottee/Purchaser and all persons entitled, authorized or permitted by the Allottee/Purchaser (in common with all other persons entitled, permitted or authorized to a similar right) at all times, and for all purposes, to use the internal road, park, and other common areas and amenities provided in the residential layout.

21 OBLIGATIONS ON THE ALLOTTEE/PURCHASER:

1) The Allottee/Purchaser hereby agree/s, confirm/s and undertake/s the following obligations towards the Owner/Promoter and other Site Purchasers. The obligations herein contained are in addition to the obligations contained elsewhere in this Agreement.

- 2) The Allottee/Purchaser shall make payment on time in terms of Schedule 'B' or ensure that the amount is disbursed by the bank on time in case the Allottee/Purchaser is/are availing the loan/finance.
- 3) The Allottee/Purchaser shall be bound by the following obligations :
 - 4) Not to default in payment of any taxes or levies to be shared by the other Site owners of the Schedule 'A' Property.
 - 5) The Allottee/Purchaser and other owners of Plot/Site in the said Layout shall pay such sums as are required by the Owner/Promoter or maintenance company or the Owners' Association as the case may be towards maintenance and management of the common areas, common amenities and facilities in the Layout and in Schedule 'A' Property (subject to further revision from time to time) for the maintenance and management of the common areas, common amenities and facilities and any deficit shall be made good by the Allottee/Purchaser proportionately.
- 1) No Plot/Site owner including Allottee/Purchaser can get exempted from liability for contribution towards common expenses by waiver of the use or enjoyment of any common areas, common amenities and facilities or by abandonment of Plot/Site and/or facilities in **"SHRAVANTHI NORTHONE"**
- 2) The Allottee/Purchaser shall construct the house only after obtaining a sanction plan from the planning authority. In case the house constructed is leased to any tenants the Allottee/Purchaser shall keep informed the Owner/Promoter or Agency maintaining the common areas or Owners' Association about the creation of such tenancy of the Schedule A Property and giving all the details of the tenants and occupants. Upon leasing, only the tenant/lessee shall be entitled to make use of the Club facilities in the place of Allottee/Purchaser as Temporary Members. Notwithstanding the leasing, the primary responsibility to adhere to all the rights and obligations of the Allottee/Purchaser contained herein shall be that of the Allottee/Purchaser and it shall be the responsibility of the Allottee/Purchaser to ensure that the tenant/lessee follows all the rules and regulations that may be prescribed for the occupants of the Buildings in **"SHRAVANTHI NORTHONE"**.
- 3) The Allottee/Purchaser shall use the Site for residential purpose only.
- 4) The Allottee/Purchaser shall not do anything that may adversely affect the aesthetic appearance/beauty of the Layout, nor do anything in the project which may cause any nuisance or obstruction or hindrance to the other owners.
- 5) The Allottee/Purchaser shall, from time to time, do and execute all further acts, deeds, matters and things as may be reasonably required by the Owner/Promoter for duly implementing the terms and intent of this Agreement and for the formation of Owners' Association.

- 6) The Allottee/Purchaser specifically agrees that the Allottee/Purchaser shall be entitled in common with the Allottee/Purchaser /Holders of the other Plots/Sites in the Layout, to use and enjoy the common areas and facilities provided in the project.
- 7) The Owner/Promoter reserves the exclusive and absolute right to display the project branding in the project. Neither the Allottee/Purchaser nor the Owners' Association to be formed shall have the right to question the said acts of Owner/Promoter and/or their Transferees or persons permitted by them. The Allottee/Purchaser specifically consents for the above.
- 8) The use of the Club House, and other common facilities by the Allottee/Purchaser during tenure of Membership shall be without causing any disturbance or annoyance to the fellow users and without committing any act of waste or nuisance which may affect the peace and tranquility of the place and shall not default/refuse/avoid paying the subscription and other charges for the use of the facilities therein.
- 9) The Allottee/Purchaser shall not keep any cattle/ live stock in the Schedule Property or in Schedule 'A' Property and Allottee/Purchaser shall keep all the pets confined within the Schedule A Property and shall ensure that the pets do not create any nuisance/ disturbance to the other owners/ occupants in the Layout. The Allottee/Purchaser/ occupant shall use dog waste bags / Poop bags to clean up / disposal of the Pet poop.
- 10) The Allottees/Purchasers shall maintain the Schedule Property at Allottee/Purchaser cost the said project in good condition, state and order and shall abide by all the laws and regulations of the Government and any other duly constituted authority from time to time in force, and answer and be responsible for all notices or violations and of any of the terms and conditions in this Agreement, from the date of execution of the Sale Deed.

22 PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Owner/Promoter through its authorized signatory at the Owner/Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee/Purchaser, in BENGALURU after the Agreement is duly executed by the Allottee/Purchaser and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Jurisdictional Sub-Registrar at Bangalore. Hence this Agreement shall be deemed to have been executed at BENGALURU.

23 NOTICES:

That all notices to be served on the Allottee/Purchaser and the Owner/Promoter and the Owner as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/Purchaser or the Owner/Promoter or the Owner by Registered Post at their respective addresses specified below:

Name & Address of the ALLOTTEE/PURCHASER:

- 1. Mr.** _____
 Son / daughter of _____,
 Residing at _____,

Name & Address of the OWNERS:

2. SMT.VISHWA BHARATHI
 D/o. Sri.D.Sonnappa Gowda @ D.S.Gowda,
 W/o Late Ravikumar.H.S
 Aged about 55 years
 Residing at No.88/19, 9th Cross,
 RMV Extension, Sadashivanagar,
 Bangalore - 560080,
AADHAAR No: 4755 7620 0495

2. SRI.D. SONNAPPA GOWDA
 S/o Dhanadeppanna
 Aged about 81 years
 Residing at No.389, Judges Colony,
 RT Nagar, Bangalore - 560039
AADHAAR No: 3344 5823 4581

3. SMT.KENCHAMMA S.GOWDA
 W/o Sri.D.Sonnappa Gowda
 Aged about 75 years
 Residing at No.389, Judges Colony,
 RT Nagar, Bangalore - 560039
AADHAAR No: 7015 6561 9745

4. SRI.S.N.SUDARSHAN
 S/o Sri.D.Sonnappa Gowda
 Aged about 46 years
 Residing at No.389, Judges Colony,
 RT Nagar, Bangalore - 560039
AADHAAR No: 8114 2265 2590

Name & Address of the PROMOTER:

M/s. SHRAVANTHI SHELTERS
 A Partnership Firm having its registered office
 At 1565/A, 30th Cross,
 28th Main, BSK 2nd Stage, Bangalore-560070.
 Represented by its Partner
SRI.SANTOSH BALAKRISHNA
 S/o L.Balakrishnama Naidu

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

24. JOINT ALLOTTEES:

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

25. SAVINGS:

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

26. GOVERNING LAW:

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

27. 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.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

ALLOTTEE/PURCHASER

(1) Signature _____

Name _____

Address _____

(2) Signature _____

Name _____

Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED OWNERS:

1. SMT.VISHWA BHARATHI

D/o. Sri.D.Sonnappa Gowda @ D.S.Gowda,

W/o Late Ravikumar.H.S

Aged about 55 years

Residing at No.88/19, 9th Cross,

RMV Extension, Sadashivanagar,

Bangalore - 560080,

AADHAAR No: 4755 7620 0495

2. SRI.D. SONNAPPA GOWDA

S/o Dhanadeppanna

Aged about 81 years

Residing at No.389, Judges Colony,

RT Nagar, Bangalore - 560039

AADHAAR No: 3344 5823 4581

3. SMT.KENCHAMMA S.GOWDA

W/o Sri.D.Sonnappa Gowda

Aged about 75 years

Residing at No.389, Judges Colony,

RT Nagar, Bangalore - 560039

AADHAAR No: 7015 6561 9745

4. SRI.S.N.SUDARSHAN

S/o Sri.D.Sonnappa Gowda

Aged about 46 years

Residing at No.389, Judges Colony,

RT Nagar, Bangalore - 560039

AADHAAR No: 8114 2265 2590

SIGNED AND DELIVERED BY THE WITHIN NAMED PROMOTER:

M/s. SHRAVANTHI SHELTERS

A Partnership Firm having its registered office

At 1565/A, 30th Cross,

28th Main, BSK 2nd Stage, Bangalore-560070.

Represented by its Partner
SRI.SANTOSH BALAKRISHNA
 S/o L.Balakrishnama Naidu

At **Bengaluru** on _____ in the presence of:

WITNESSES:

1. Signature _____
 Name _____
 Address _____

2. Signature _____
 Name _____
 Address _____

SCHEDULE PROPERTY

ITEM NO.1:

All that piece and parcel of residentially converted land property bearing **Sy.No.28**, Old Sy.No.8 measuring 5-00 Acres converted for non-agricultural residential purpose vide Conversion Order No.475341 dated 9.3.2023 situated at Banda Ramana Halli Village, Kasaba Hobli, Devanahalli Taluk is bounded on :

East by	:	Old Sy.NO.8/2
West by	:	Old Sy.No.35/2
North	:	IVC Road
by		
South	:	Old Sy.NO.29
by		

ITEM NO.2:

All that piece and parcel of residentially converted land property bearing **Sy.No.29** Old Sy.No.8, measuring 5-00 Acres converted for non-agricultural residential purpose vide Conversion Order No.475784 dated 9.3.2023 totally measuring 10-00 Acres situated at Banda Ramana Halli village, Kasaba Hobli, Devanahalli Taluk is bounded on :

East by : Old Sy.No.8/2
 West by : Thimmegowda Hosahalli Boundary
 North : Property in Sy.No.28
 by
 South : Palya Village Boundary
 by

SCHEDULE A PROPERTY
(DESCRIPTION OF THE RESIDENTIAL PLOT/SITE AGREED TO BE SOLD)

All that piece and parcel of residential vacant Plot no. _____ bearing Kallubalu Grama Panchayat katha No. _____, measuring East – _____ Ft, West - _____ Ft, North – _____ Ft & South - _____ Ft (totally measuring _____ Sq Ft), in the Schedule Property situated at “**SHRAVANTHI NORTHONE**”, Banda Ramana Halli village, Kasaba Hobli, Devanahalli Taluk is one of the residential vacant Plot/site formed as per the Layout Plan issued by BMICAPA vide L.P.No.127/2023-24 dated 13.3.2023, which is bounded on:

East :
 West :
 North :
 South :

SCHEDULE 'B'
(PAYMENT PLAN BY THE ALLOTTEE/PURCHASER)

The total consideration for sale of Schedule 'A' Property is **Rs. _____ /- (Rupees _____ Only)** including applicable Statutory Levies and all other charges, Corpus Fund, advance annual maintenance Charges, Club maintenance charges but excluding registration cost. The Allottee/Purchasers have paid the Owners/Promoter **Rs. _____ /-(Rupees _____ Only)** by way of part payment towards sale price as follows:

a. **Rs. _____ /- (Rupees _____ Only)** vide Cheque No. _____ dated _____, 2022 drawn on _____ Bank, Bangalore.

The Purchaser/Allottee shall pay the balance amount of **Rs. _____ /-(Rupees _____ Only)** in the following manner.

	PAYMENT SCHEDULE	AMOUNT (Rs.)
1.	Booking Advance	5,000/-
2.	10% shall be paid within 10 days from the date of booking and signing the Agreement.	
3.	Balance 80% shall be paid on Registration within _____ days from the date of this agreement.	
	TOTAL	

Note:

- (1) Expenses towards Stamp Duty, registration Charges will be extra and is to be borne and paid by the Purchaser/s.
- (2) All the payments mentioned here above shall be paid by way of Cheque or Demand Draft payable at par in Bengaluru or wire transfer payable in favour of " _____ " only.

SCHEDULE 'C'
**SPECIFICATIONS, AMENITIES, FACILITIES THAT WOULD BE
PROVIDED IN THE LAYOUT**

AMENITIES:

The Lay Out to be formed in the Composite Property shall have the following specifications: