

AGREEMENT OF SALE

This Agreement for Sale executed on this day of2021 at Bangalore

Between

M/s. DJ Projects Private Limited, a Company registered under the Companies Act, 1956 and having its registered Office at 574, Opp. Lakshmidevi Park, 8th Block, Koramangala, Bangalore – 560095 duly represented by its Authorized Signatory **Ms. Zeenat Parveen**, Hereinafter referred to as the “PROMOTER / DEVELOPER” of the Second Part, **PAN No. AACCD2092E**

Hereinafter referred to as the “VENDOR and DEVELOPER/ PROMOTER” of the First Part,

And

.....

.....

Hereinafter referred to as the “PURCHASER”/ “ALLOTTEE”, the Second part,

The expressions “Vendor/ Developer / Promoter” and “Purchaser”/“Allottee” shall wherever the context to admit, be deemed to mean and include, all their respective heirs, executors, legal representatives, all successors-in-office, nominees and assignees.

A. The Promoter is the absolute and lawful owner of commercially converted land survey No. 168/1B measuring 22 guntas and Sy No. 168/2 measuring 21.08 guntas and 21.08 guntas and Sy No. 169/3 measuring 12.08 guntas and Sy No. 171/1 measuring 9.04 guntas totally measuring 2 acre 6.12 guntas situated at Yamare Village, Sarjapura Hobli, Anekal Taluk, Bangalore vide Exchange deed dated 30.10.2021 registered as document No. ABL-1-05608-2021-22, stored in CD No.ABLD1025, Sale dated 01.02.2022 registered as document No. No.ABL-1-08814-2021-22 stored in CD No.ABLD1093, Sale Deed dated 19/4/2008 registered as Document No. 79/2008-09 in Book-1 stored in C.D. No. SRJD14, And the said Schedule Property is converted for commercial Purpose bearing Survey NO. 168/1B measuring 22 Guntas vide conversion order No. ALN(A)(S)SR;48/14-15 dated 30.01.2015, Sy No. 168/2 measuring 12.08 Guntas vide conversion order No. ALN[ASH]SR/289/2013-14 dated 16.06.2014 and Sy No. 168/2 measuring 12.08 guntas, Sy No. 169/3 measuring 12.08, Sy No.171/1 measuring 9.04 guntas vide conversion order No. ALN(A)(N)SR:49/2007-08 dated 19/03/2014 issued by the office of Deputy Commissioner, Bangalore District, Bangalore situated at Yamare Village, Sarjapura Hobli,Anekal Taluk, Bangalore urban District

B. The Said Land is earmarked for Residential purpose of building as per APA

Plan Sanction Vide No APA/CC/568/2021-22, dated 03.02.2022 and Named Confident Mayfair project, comprising multistoried apartment and the said project shall be known as “**Confident Mayfair**” Project. Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial development shall be permitted unless it is a part of the plan approved by the competent authority;

C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;

D. The Confident Mayfair Project approved by Anekal Planning Authority has granted the commencement certificate to develop the Project vide No. APA/CC/568/2021-22 approval dated 03.02.2022 and RERA registration no.....

E. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment as the case may be, from Anekal Planning Authority. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;

F. The Promoter has registered the Project under the provisions of the Act with the Karnataka Real Estate Regulatory Authority at Bangalore onunder RERA registration no.

G. The Allottee had applied for an apartment in the Project vide Booking application no. dated and has been allotted apartment no...having carpet area of square feet, type... on floor in [building] along with covered parking no ...[Sanctioned and Approved as per APA Plan Sanction no: APA/CC/568/2021-22, dated 03.02.2022 dimension as per this APA Approval, as permissible under the applicable law and of pro rata share in the common areas (“Common Areas”) as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the “Apartment” more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B);

H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

I. No additional disclosures/details

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;

L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the covered parking as specified in para G;

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

1. TERMS:

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

The Total Price for the Apartment based on the carpet area is Rs.....

(Rupees Only)

Apartment no	--
Floor	
Carpet Area	
Balcony	
Utility	
Open Area	-

.Total Price (in rupees)
.Rate of Apartment per square feet*
*Rate of Apartment Per Sft is Total Price / Carpet Area
.Garage/Covered / Open parking – Free of Cost, No Money Collected.

.Electricity Deposit/ Fees, Panchayat Water Fees/ Deposit, Passenger Lift Payments, STP Payments, Firefighting Payments, Generator Costs/ Payments, Club House or Club House Charges and Free of Cost, No Money has been Collected for these Items
.Total price (in rupees) Rs.

Cost of Apartment is Inclusive of Cost of Carpet Area and Exclusive Balcony + Utility+ Common Areas only. Maintenance is not Charged in Total Cost and will be payable as mentioned elsewhere in this Agreement. No Preferential Location or any other charges are inclusive. Taxes 5% GST Inclusive as per Current Rates (Any Upward Changes in GST charges due to New Govt Notification the same Difference has to be Borne by the Purchaser) No other Taxes Claimed and Collected as per Current Govt applicable rules. The Above Price/Cost does not Include Maintenance Monthly Maintenance Fees as mentioned Else in this Agreement. No Charges has been collected for items mentioned as "Free of Cost or No Money Collected"

1.2 Explanation:

- The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment
- The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess 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) up to the date of handing over the possession of the apartment to the allottee and the project to the association of the Allottees or the Occupancy Certificate from the competent authority, has the case may be, after obtaining the completions certificate;
- Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification: the Allottee shall make payment demanded by the Promoter within the time and in the manners specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/ rules/ notifications together with dates from which such taxes/ levies etc. have been imposed or become effective;
- The Total Price of Apartment includes recovery of price of land, construction

of the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection(if any) and firefighting equipment (if any)as per Fire Dept norms, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee.

1.4 The Allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @8 % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act. Please read this Clause along with Clause 17 and Clause 34(f) and Clause 34(f) is final and binding on all parties herewith.

1.7 The Developer/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/Completion Certificate/Equivalent certificate from the authority is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area more than 3% then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule-C. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement. It is Understood by the all the Parties that the Occupancy Certificate means APA Occupancy certificate or Panchayat Khatha as Applicable at the Time of Handing Over. As per the current Provisions of the Sanctioning authority the APA or BMDRA does not issue any Occupancy Certificate and the Panchayat Khatha for Individual Flats is considered as Occupancy Certificate, this clause is applicable wherever it is Mentioned as "Occupancy Certificate" or Similar wordings which means the same.

1.8 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

- i. The Allottee shall have exclusive ownership of the Apartment;
- ii. The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;
- iii. That the computation of the price of the Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, waterline and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance

charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project;

iv. The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment, as the case may be.

1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment along with covered car parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or/ linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee and as per the Sanctioning Authorities Rules and Regulations. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project, as mentioned in Clause 34a is Final if any Confusions or Ambiguity in this Clause. All the Parties Understand and Agree irrevocably that "Confident Mayfair" which is this Agreement Project is part of the Larger "Confident Sarjapur" Project which is spread Approx 50 Acres (this Area could be More or Less on Final Approval and Development) and developed in Multiple Phases and the Common Roads and Accesses will be Used by All and Concerned of the "Larger Confident Sarjapur Project" and the Purchaser irrevocably agrees not to create any Issues for the same. And in the Plan Sanction whatever has been shown as Road or other Ear markings by the Development Authority should be left as Road since it is a Common Access for Confident Mayfair and for all the developments around the Confident Mayfair Project. This Clause should be Read along with any other Similar clauses elsewhere in this Agreement but the final essence of any other Clause should be same as this Clause and it is binding on all.

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

liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.11 The Allottee has paid 10% as booking amount being part payment towards the Total Price of the Apartment the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan [Schedule C] as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the allottee delays in payment towards any amount for which is payable; he shall be liable to pay interest at the rate specified in the Rules.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [Schedule C] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of Confident Projects India Pvt Ltd RERA Designated Account Confident Mayfair payable at Bangalore.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 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.

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

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

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

6. CONSTRUCTION OF THE PROJECT/APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Karnataka RERA Act and shall not have an option to make any variation/alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute material breach

of the Agreement.

7. POSSESSION OF THE APARTMENT:

7.1 Schedule for possession of the said Apartment - The Promoter agrees and understands that timely delivery of possession of the Apartment to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place on 10.02.2027 (As per RERA Registration) unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. The Promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement. The Possession of the Schedule 'A' Property (Apartment) will be handed over at the time of Sale Deed execution.

7.2 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate or completion certificate or relevant 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. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the Promoter within 3 months from the date of issue of occupancy certificate]. 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. The Allottee, after taking the possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees,

as the case may be after the issuance of the completion certificate for the project. The promoter shall hand over the occupancy certificate or completion certificate or relevant certificate of completion from the competent authority the apartment/plot, as the case may be, to the allottee at the time of conveyance of the same time.

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

7.4 Possession by the Allottee - After obtaining the occupancy certificate or completion certificate or relevant certificate from competent authority and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be, as per the local laws. [Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas, to the association of allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate].

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

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment (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 developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other

remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment, which shall be paid by the promoter to the allottee within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- The [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 Project;
- The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- There are no encumbrances upon the said Land or the Project;
- There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment;
- All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building/Apartment and common areas;
- 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;
- The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement
- At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of the allottees or the competent authority, as the case may be;
- 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;
- The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of apartment, plot or buildings, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or the competent authority, as the case may be;
 - No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

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

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

- i. Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- ii. The Allottee shall have the option of terminating the Agreement in which

case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice:

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

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

i. In case the Allottee fails to make payments for Two consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules;

ii. In case of Default by Allottee under the condition listed above continues for a period beyond 2 consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the [Apartment/Plot], in favour of the Allottee and refund the money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the promoter shall intimate the allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the Apartment as per 1.2 under the Agreement from the Allottee, shall execute a Sale deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate* or the completion certificate, as the case may be, to the allottee (read this Clause along with Clause No: 1.7 for more Clarity). [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. However, in case the Allottee fails to deposit the stamp duty and / or registration charges within the period mentioned in the notice, the allottee authorized the promoter to withhold registration of the conveyance

deed in his/her favour till payment of stamp duty and registration charges to the promoter is made by the allottee.

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

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees upon the issuance of the completion certificate of the project. The cost of such maintenance Rs. 4/- sqft has not been included in the Total Price of the Apartment. This Clause to be Read along with Clause 34 e, any Doubts or Ambiguity Clause 34e is Final.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any defects affecting the stability of the building, 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 aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act. This clause to be read along with Clause 34 (g).

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

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

14. USAGE:

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Confident Mayfair Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric substation, transformer, DG set rooms, STP, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements

in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Allottees formed by the Allottees for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1 Subject to Para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.

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

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

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

17. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act. Please read this Clause along with Clause 1.6 and Clause 34 (f) and Clause 34(f) is final and binding on all Parties Herewith.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

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

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

20. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar- Sarjapur or Any other Sub – Registrar as Approved by Govt of Karnataka as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the

Allottee for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, brochures, Prices list, Social Media promotions, emails, pamphlets, websites if any, between the Parties in regard to the said apartment/building, as the case may be.

22. RIGHT TO AMEND:

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:

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

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

25. SEVERABILITY:

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

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments in the Project.

27. FURTHER ASSURANCES:

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

28. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office and after the Agreement is duly executed by the Allottee or simultaneously with the execution of the said Agreement on being registered at the office of the Sub-Registrar at Sarjapur or at Authorised Sub- Registrar offices by Govt of Karnataka. Hence this Agreement shall be deemed to have been executed at Bengaluru only.

29. NOTICES:

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

– – – Name of Allottee
– – – (Allottee Address)

M/s. DJ Projects Pvt Limited

574, Opp. Lakshmidevi Park, 8th Block,

Koramangala, Bengaluru

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

30. JOINT 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.

31. SAVINGS:

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

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION.-

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 there under including other applicable laws of India for the time being in force and Exclusively under the Jurisdiction of Bangalore Courts.

34. Other Points Agreed by Promoter and Allottees

a. The Roads and Driveways in the Project could be used for the entire Confident Sarjapur Project as a whole on a need & necessary basis, this is required since Confident Sarjapur is a Composite Single project in which Confident Mayfair is a Unit Project so that will Enable the Promoter to provide all benefits as Construed in this Agreement to the Allottee.

b. The Promoter has Plans to develop a Club House or Business Facility within the Confident Sarjapur Project, Whenever the said Confident Sarjapur Club House or the Business Facility which will be run as an Independent Business entity with external membership also and Built outside of this Project but within Confident Sarjapur Project in which this Project is a Unit Project & at a Location as decided by the Promoter is Built and Completed an Access Membership for family of 4 will be Provided to the Allottee at the Price Fixed by the Promoter later, the Allottee is at liberty to accept or reject the Offer for the paid membership at a Later on date and No Money has been Collected here for the same here. Apart from One time Membership Fees and also the Annual Charges or Fees and Bills will be applicable as per Club Norms.

c. The Club Facilities Developed within Confident Mayfair is not charged and No Collection whatsoever has been made to the Promoter by the Allottee. The said internal Facility developed within Confident Mayfair should be Maintained and Run by the Confident Mayfair Apartment Owners Association at their Cost and Expense and the Promoter is No way responsible to Run the same from the Date of Occupancy Certificate/ Completion Certificate/Equivalent certificate from authority or Handing over of Individual Flats to the Allottee.

d. Whatever has been mentioned in this Agreement as "Free of Cost" or "No Money Collected" Promoter would provided on Best Effort basis and would be provided at Sole Discretion and Specification of the Promoter and Allottee shall not make any Claims or Claims for Compensation for the same since the same is "Free Cost" or "No Money Collected".

e. To do the same the Allottee should pay the Promoter from the Date of Intimation of Handover to the Allottee the Monthly Maintenance Fee payment as determined by the Promoter which is clearly mentioned elsewhere in this

Agreement.

f. The Total number of Units/Flats planned is 132 Flats apart from club facilities, right now the sanction obtained is only 94 Flats apart from club facility. The Allottee/ Purchaser is aware that subsequently the Promoter will modify the Plan Sanction No. APA/CC/568/2021-22 dated 03.02.2022 at the same time the promoter will make sure there is no change in the Allottees individual flat/Unit plan. The Allottee hereby approves and agrees irrevocably this modification to be obtained by the promoter. This is done as per APA/BMRDA Act.

g. The Constructed Flat would be warranty extended by the Promoter Exclusively for a Period of 12 Months from the date of Completion or Handing Over whichever is Earlier. The Promoter is involved in Construction of the Flat/apartment hence all Warranty is solely extended by Promoter or Respective Vendors who has supplied the Input Materials. As such Minor Cracks are Normal in any Civil Structure and the same cannot be construed a Civil Defect. During the 12 Months the Promoter would be solely responsible to Service any Technical Flaws or Issues once the Allottee brings to the notice of the Promoter in writing the same will be attended and Resolved within a Reasonable Time frame. In case of 3rd Party (Supplier/Contractor) Supplied Material or Equipment or Fittings the same would call for 3rd Party Warranty as Specified by such Manufacturers and the Promoter would coordinate on Behalf of the Allottee and in such cases of 3rd party Supplied Warranty Cards and Warranty details would be provided to the Allottee by the Promoter and the Allottee could also coordinate with such Vendors for Direct Resolution of such issues.

h. This Agreement is signed and Registered in Bengaluru and will be in Sole Purview of Bengaluru Courts only.

SCHEDULE 'A' - DESCRIPTION OF THE APARTMENT AND COVERED PARKING

An Apartment (Flat) with Carpet area allocated to the **Purchaser**, comprising an area of Sft/ Sq mt in the Floor and earmarked as Flat No..... out of proportionate Approx Super Built Up area Sft/..... Sq mt and undivided right, title, share and interest of Sft / Sq mt in 'CONFIDENT MAYFAIR' and formed out of the property mentioned in the Schedule 'F' usage right to covered car parking Space, and bounded by:

East :

West :

North :

South:

SCHEDULE 'B' – FLOOR PLAN OF THE APARTMENT

Floor -

SCHEDULE 'C' – PAYMENT PLAN BY THE ALLOTTEE

SI No	Description	Residential
1	On Booking	500000/- Self
2	Within 15 Days of Booking	10% in 15 days (Less Self- Rs. 5Lakh already paid. 15% of the Agreement value to be paid immediately on Project Bank Approval
3	Retaining Wall 50%	5%
4	Foundation 50%	10%
5	Basement 1 st Roof 50%	5%
6	Ground Floor Roof 50%	5%
8	Ground Floor 2 nd Roof 50%	5%
9	Casting of 50% 3rd Roof	5%
10	Casting of 50% 4th Roof	5%
11	Casting of 50% 6th Roof	5%
12	Casting of 50% 7th Roof	5%
12	Casting of 50% 8th Roof	5%
13	Casting of 50% Last Roof of the Flats	5%
14	On Completion 50% of Masonry of Respective Flat	3%
15	On Completion of 50% of Internal Plastering of Respective Flat	3%
16	On Completion of 75% of Flooring of Respective Flat	4%
17	Handing Over of Respective Flat	5%

SCHEDULE 'D' SPECIFICATIONS / FACILITIES

Sl.No	Item	Specification
1.	Structure	RCC Framed Structure developed on concrete foundation
2.	Wall	Outer wall and inner wall constructed with solid concrete blocks /Hollow concrete blocks
3.	Painting (Internal)	Emulsion for Walls and Distemper for Ceiling
4.	Painting (External)	Weather Proof paint for all external walls.
5.	Switches	Superior quality Modular (or) Equivalent (points as per Confidential Drawing). Extra points would be charged.
6.	Doors	Door Frame & Shutter for Main Door, Bedrooms & Toilet (flush door- Ferro door/ equivalent). For Utility UPVC Half Glazed Door
7.	Window	3 Track UPVC Windows with Glass Shutters, for kitchen 2 Track Only
8.	Floorings	1)Living /Dining/ Kitchen: Vitrified Tile Flooring &Skirting 2)Bedroom: Vitrified Tile Flooring & Skirting 3)Master Bedroom: Wooden pattern Tile Flooring & Skirting (2 BHK & 3 BHK) 4)Balcony : Anti –Skid Ceramic Tile Flooring & Skirting 5)Toilets : Ceramic Tile Flooring &Dado of 7 Feet Height 6)Kitchen : Ceramic Tile Dado (2 Feet' high above Granite Counter), only Ceramic Tile Supply, laying to be done Interior Execution Contractor by the Allottee/Purchaser)
9.	Common Area in Corridor	1)Vitrified Tile Flooring, Skirting in All Floors 2)MS Hand Railing 3)Individual Flat Balcony SS Hand Railings
10.	Sanitary Fittings	Good Quality Sanitary Fittings (Cera/Hindware/Jaguar Brand or Equivalent Brand)
11.	Plumbing Fittings	Good Quality Plumbing Fittings: Jaguar/Cera or Equivalent Brand
12.	Water Supply	Common Over Head Tank, Water will be supplied from captive tank
13.	Kitchen	20mm thick black granite (2 feet width) as per CG Drawing &Stainless steel sinks. Supply of Both Materials but the fixing to be done by Allottee/Purchaser Interior Contractor
14.	Sewage System	Sewage lines and disposal system will be provided. Residents should do the maintenance and operations of the STP from the date of Occupancy Certificate or Khatha of the Flats/Units.
15.	Electrical	Electricity would be provided from the internal transformer. Concealed copper wiring for electricity
16.	Power Backup	1 KVA generator backup for each Flat,generator back up for lift, common area lighting, borewell.

SCHEDULE 'E' - AMENITIES

- Swimming Pool
- Gym
- Indoor Games
- Party Hall with Buffet Area
- Open Badminton Court

SCHEDULE 'F' - DESCRIPTION OF THE ENTIRE PROPERTY

The Promoter is the absolute and lawful owner of commercially converted land survey No. 168/1B measuring 22 guntas and Sy No. 168/2 measuring 21.08 guntas and 21.08 guntas and Sy No. 169/3 measuring 12.08 guntas and Sy No. 171/1 measuring 9.04 guntas totally measuring 2 acre 6.12 guntas situated at Yamare Village, Sarjapura Hobli, Anekal Taluk vide conversion order No. ALN(A)(S)SR;48/14-15 dated 30.01.2015, ALN[ASH]SR/289/2013-14 dated 16.06.2014 and ALN(A)(N)SR:49/2007-08 dated 19/03/2014 issued by the office of Deputy Commissioner, Bangalore District, Bangalore situated at Yamare Village, Sarjapura Hobli, Anekal Taluk, Bangalore urban District

East by : Property Bearing Sy No. 169/3, Sy No. 171/1 & Sy No. 171/2
West by : Property Bearing Sy No. 167/3 & 12.19 M Wide Road
North by : Property Bearing Sy No. 168/1A & Sy No. 169/2
South by : Property Bearing Sy No. 172

SCHEDULE 'G'- DETAILS OF THE COMMON AREA.

- Elevators of Approved brands as per Govt Norms
- Rain Water Harvesting System as Norms at the Time of Completion of the Project
- STP treated Water for Landscaping and flushing as per KSPCB Approval letter a 60 KLD STP Plant.

(The 'Schedules' to this Agreement for Sale shall be as agree To between the Parties)

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: (including joint buyers)

Signature	Name	Address	_
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Signature	Name	Address	_
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SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

For M/s. DJ Projects Pvt. Limited Signature

(Authorized Signatory)

Name Mr.

Address **M/s. DJ Projects Pvt Limited**

574, Opp. Lakshmidevi Park, 8th Block,

Koramangala, Bengaluru

WITNESSES:

Signature_____Name_____Address_____

Signature_____Name_____Address_____

