

AGREEMENT TO SELL

This Agreement to Sell ("Agreement") is made and executed at Bengaluru on this the _____ Day of _____, Two Thousand and Twenty Four (2024) at Bangalore.

BY

M/S SURYA DEVELOPERS, a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at No 684, 2nd Floor, CRC Square, Opp to Sheshadripuram College, Yelahanka New Town, Bangalore 560064, [PAN: **ACQFS1381N**], represented by its Partner and authorized signatory, **Sri. Prashanth Kumar H**, (Aadhar no.xxxx xxxx 1617), hereinafter referred to as the **"SELLER/PROMOTER"** (which expression, unless repugnant to the context or meaning thereof, shall mean and include all the partners and their respective heirs, legal representatives, successors-in-interest and permitted assigns) of the **FIRST PART**;

IN FAVOUR OF

Mr./Mrs./Ms. _____, Aged about ____ years, S/o _____, Residing at _____, (PAN: _____) (AADHAR No. _____), hereinafter called and referred to as the **"Purchaser/s"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, receivers, attorneys, administrators, successors-in-interest and assignees) of the **Second Part**

"Party" and **"Parties"** shall mean the Promoter and Purchaser referred to individually or collectively, as the context requires.

DEFINITIONS:

For the purpose of this Agreement to Sell, unless the context otherwise requires:

- a) **"Act"** means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016).
- b) **"Allottee"** means the person to whom a Unit has been allotted by the Promoter and who subsequently intend to acquire the title and ownership of the said Unit through sale, transfer or otherwise.
- c) **"Appropriate Government"** means the State Government of Karnataka;
- d) **"Association"** or **"Association of Owners"** or **"Owners Association"** all mean the same, being the association of owners of units, formed in accordance with the provisions of applicable laws.
- e) **"Authority"** or **"Authorities"** means the local authority or any other

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authority created or established, under any law for the time being in force, by the appropriate Government that exercises jurisdiction over the land, and is vested with the power to grant permission for the development of the Project Land; and includes any union, state, local or other governmental, administrative, regulatory, judicial or quasi-judicial authority or self-regulating authority or agency, commission, board, tribunal, court, including but not limited to the Bangalore Electric Supply Company (BESCOM), Bangalore Water Supply and Sewerage Board (BWSSB), Bangalore International Airport Area Planning Authority (BIAAPA), or other local planning authority or other competent authority having jurisdiction over the project land.

- f) **"Booking Amount"** means the total of all sums paid by the Purchaser, not exceeding 10% of the Sale Price of the Unit, plus applicable Taxes.
- g) **"Competent Authority"** means Doddaballapura Planning Authority appointed by the Government of Karnataka or any other authority established under law which exercises authority over project land under its jurisdiction, and has powers to give permission for development of such immovable property.
- h) **"Deed of Declaration"** means the deed of declaration executed by the Promoter to submit this Phase of the Project under the provisions of applicable laws.
- i) **"Force Majeure"** means events or occurrences of war, floods, drought, fires, epidemics, pandemics, cyclones, earthquakes or any other calamity caused by nature or events of an unforeseeable nature or strikes/ riots or change in regulation or Government order or any court stay or due to non-availability of construction/building materials that disrupt, are capable of disrupting, or adversely affecting development of the project in the normal course.
- j) **"Interest"** means the rate of interest payable under this Agreement by Promoter or Purchaser as the case may be, which is to be calculated at the rate of 2% over and above the then prevailing highest State Bank of India Marginal Cost Lending Rate (MCLR).
- k) **"Local Authority"** means the Rajanukunte Grama Panchayath, Yelahanka Taluk, Bengaluru Urban District or any other Local Body constituted under the law for the time being in force for providing municipal services or basic services, as the case may be, in respect of the areas under its jurisdiction.
- l) **"Possession Intimation"** means the written notification sent by Promoter to Purchaser informing Purchaser that Purchaser's Unit is ready for possession and may also contain details of balance amounts due and payable by Purchaser to Promoter, interest due on delayed payments if any, Additional Charges payable, amongst other details.
- m) **"Rates, Taxes, Duties, Fee, Cess etc."** shall mean all applicable amounts payable to or levied on account of taxes, charges, tolls, tariffs, assessments,

duties, levies, cess, surcharges, impositions, fees or other amounts payable to any Authority including but not limited to central goods and services tax, state goods and services tax, integrated goods and services tax, other indirect taxes thereon, whether payable now or as may become payable in the future, under this Agreement and in relation to the transaction of sale and purchase of the Unit.

- n) **“Regulations”** means the Regulations made under the Real Estate (Regulation and Development) Act, 2016;
- o) **“RERA Authority”** means the Karnataka Real Estate Regulatory Authority established under subsection (1) of section 20 of The Real Estate (Regulation and Development) Act, 2016;
- p) **“Rules”** means the Karnataka Real Estate (Regulation and Development) Rules, 2017
- q) **“Section”** means a section of the Act.

WHEREAS

- A. The Promoter is the absolute owner and in peaceful possession and enjoyment of the residential land measuring 8 Acres and 28 Guntas + 11 Guntas A-Kharab land, situated at Addevishwanathapura Village, Hesarghatta Hobli, Previously Bangalore North Taluk, Presently Yelahanka Taluk, Bangalore Urban District morefully described in the Schedule A hereunder and hereinafter referred as **Larger Extent/ Schedule A Property** having acquired the same through the following sale deeds registered in the office of the Sub-Registrar, Yelahanka, Bangalore:

Sl.No	Sy. No.	Description of Sale Deeds	Extent	
			Acres	Guntas
1	96/4	Sale Deed dated 29.05.2023, Registered as document No. YAN-1-02342/2023-24, stored in CD No. YAND1796, Book-I, in the office of the Sub-Registrar, Yelahanka, Bengaluru.	2	35 + 11 'A' Kharab
2	98/11	Deed of Exchange dated 05.01.2021, Registered as Document No. BYP-1-06970-2020-21 stored in CD No. BYPD775, in the office of the Sub-Registrar, Byatarayanapura, Bengaluru.	0	32
3	98/12		0	18
4	98/13	Deed of Exchange dated 05.01.2021, Registered as Document No. BYP-1-06969-2020-21 stored in CD No. BYPD775 in the	0	16

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5	98/14	office of the Sub-Registrar, Byatarayanapura, Bengaluru.	0	21
6	201/7	Sale deed dated: 29.05.2023, Registered as document No.YAN-1-02355/2023-24 of Book-1, recorded in CD No.YAND1796, registered in the office of Sub-registrar, Yelahanka, Bengaluru.	1	0
7	201/8		0	5.25
8	201/1	Sale deed dated: 28.03.2023, Registered as document No.BYP-1-15808/2022-23 of Book-1, recorded in CD No.BYPD1353, registered in the office of Sub-registrar, Byatarayanapura, Bengaluru.	0	19
9	201/10	Sale deed dated: 03.05.2023, Registered as document No.BYP-1-01466/2023-24 of Book-1, recorded in CD No.BYPD1378, registered in the office of Sub-registrar, Byatarayanapura, Bengaluru.	0	5.75
10	201/9	Sale deed dated: 21.12.2021, Registered as document No.YAN-1-06409/2021-22 of Book-1, recorded in CD No.YAND1407, registered in the office of Sub-registrar, Yelahanka, Bengaluru.	0	5
11	201/2	Sale deed dated: 23.06.2023, Registered as document No.YAN-1-03254/2023-24 of Book-1, registered in the office of Sub-registrar, Yelahanka, Bengaluru.	0	18
12	200/11	Sale deed dated: 05.01.2024, Registered as document No.YAN-1-12592/2023-24 of Book-1, registered in the office of Sub-registrar, Yelahanka, Bengaluru.	0	18.25
13	200/7	Sale Deed dated 19.05.2023, document No.01829/2023-24, CD No.YAND1789, Book-I, in the office of the Sub-Registrar, Yelahanka, Bengaluru.	0	1.75
14	200/10	ale Deed dated 23.06.2023, Document No. YAN-1-03255-2023-24 of Book-I, in the office of the Sub-Registrar, Yelahanka, Bengaluru.	0	30.75

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15	200/9	Sale Deed dated 23.06.2023, Document No. YAN-1-03253-2023-24 of Book-I, in the office of the Sub-Registrar, Yelahanka, Bengaluru.	0	2.04
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- B. The Schedule A Property originally being agricultural land, has been converted from agricultural to non- agricultural residential purpose through various conversion orders issued by the jurisdictional Authority as under:

Sl.No	Sy. No.	Conversion Order No and Date	Extent	
			Acres	Guntas
1	96/4	No.485296, Dated: 20-03-2023, No.475686, Dated: 06-03-2023, No.485296, Dated: 25-05-2023.	2	35
2	98/11	No.437758, Dated: 06-03-2023	0	32
3	98/12	No.437753, Dated: 06-03-2023	0	18
4	98/13	No.437754, Dated: 06-03-2023	0	16
5	98/14	No.437750, Dated: 06-03-2023	0	21
6	201/7	No.437747, Dated: 06-03-2023	1	0
7	201/8	No.437752, Dated: 06-03-2023	0	5.25
8	201/1	No.648808, Dated: 29-05-2024	0	19
9	201/10	No.648813, Dated: 29-05-2024	0	5.75
10	201/9	No.437756, Dated: 06-03-2023	0	5
11	201/2	No.437755, Dated: 20-03-2023	0	18
12	200/11	No.648811, Dated: 29-05-2024	0	18.25
13	200/7	No.437759, Dated: 06-03-2023	0	1.75
14	200/10	No.437751, Dated: 06-03-2023	0	30.75
15	200/9	No.437748, Dated: 06-03-2023	0	2.04

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- C. The Promoter with the intention of developing residential townhouse has applied for and obtained sanction plan for development of Schedule 'A' Property from Doddaballapura Planning Authority vide DPA/TP/CC/197/2024-25 dated : - - 2024 (the "Sanctioned Plan for phase 1") and the said development in the Schedule A Property shall be hereinafter referred as **SURYA VALENCIA/PROJECT**.
- D. The Promoter formulated a scheme of ownership of Row Villas (Units) in 'SURYA VALENCIA' being developed on the Schedule 'A' Property, in terms of which any person desirous of owning Row Villas ('Unit') is required to purchase a proportionate undivided share, interest, title and ownership in the land in Schedule 'A' Property (in proportionate to the Super built up area of the proposed unit) and get the Row Villa constructed through the Seller/ Promoter. by entering into an 'Agreement to Sell' with the Seller/Promoter. In the overall scheme, each of the purchasers of the Units in 'Surya Valencia' will be proportionately holding undivided ownership right, title and interest in the Schedule 'A' Property, absolute ownership over such Units got constructed, common joint ownership over all the common areas and facilities and the right to use the earmarked/dedicated car parking space in the Project and the scheme as stated above forms the basis of the sale. The Promoter, based on the total built up area, has worked out the proportion of undivided share corresponding to the each of the Unit to be sold/transferred to the prospective purchasers;
- E. As per the regulatory requirements the Promoter has reserved an extent of 3486.74 **Sq. Meters** towards parks and open spaces ("**OSR Area**") and has further reserved an extent of 1789.12 **Sq. Meters** towards civic amenity area ("**CA Land**") in the Project Land. The undivided interest in land being distributed upon considering the overall consumption of FAR on the Project Land. The said reservation shall be used and dealt as per the rules and regulations framed by the concerned authority in this regard from time to time.
- F. From and out of the Schedule A Property (Project Land), the Promoter is currently developing a portion of land demarcated in the Annexed Plan and coloured in 'GREY' for putting up Row Villa in a phased manner (for brevity referred as "**Current Development**")/"Surya Valencia-Phase-1") and has reserved the balance area demarcated with hatches in black for the future development (for brevity referred to as "**Future Development**")/"Surya Valencia – Phase-2). The Current Development and Future Development together referred to as "**Larger Project**")/"Surya Valencia".
- G. The Promoter has named the entire development on the Project Land as "

SURYA VALENCIA". The Promoter is constructing residential Row Villa in the Current Development consisting of Ground +2 and Ground +3 upper floors consisting of 4BHK & 5BHK respectively along with common areas, amenities and facilities as detailed in **Annexure-4**

- H. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority of Karnataka (the "**Regulatory Authority**") and the Regulatory Authority has granted its approval for the project vide registration No. _____, details of which can be viewed on <https://rera.karnataka.gov.in>.
- I. Pursuant to the Purchaser's application dated ____, Promoter vide its allotment letter dated ____, has allotted the Unit and corresponding undivided interest in the Project Land to the Purchaser upon the terms and conditions mentioned therein. The unit and corresponding undivided interest allotted to the Purchaser is together and more fully described in "**Schedule B**" hereinafter referred as the '**Schedule B Property/Purchaser's Unit**'
- J. Purchaser has/have requested, and Promoter has given the Purchaser digitized copies of all title documents, approvals, sanctions received and project specifications for verification/scrutiny by Purchaser.
- K. Upon the Purchaser being satisfied with respect to the scheme and the transaction contemplated herein, and rights and liabilities of the Parties with respect to the Purchaser's Unit and is/are satisfied that – (i) the Promoter's title to the Schedule A Property is valid, clear and marketable; (ii) all necessary approvals, licenses, and consents have been obtained; and (iii) the Promoter is fully entitled to develop and construct the Schedule A Property in accordance with the Sanctioned Plan or modified plans obtained at a later point in time. Purchaser confirms and undertakes that he/she/they/it has/have verified and ascertained his/her/their/its financial standing and capability to consummate the transaction under this Agreement, and make all payments required without delay, demur, or default.
- L. The Promoter is the absolute owner of the Larger extent, and except for the encumbrances and litigations disclosed to the Karnataka Real Estate Regulatory Authority, no Person other than the Promoter has any right (legal or beneficial), claim, interest, or demand in any manner whatsoever to or in respect of Schedule A Property.
- M. Promoter is fully competent to enter into this Agreement and all legal

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formalities, with respect to the right, title and interest of Promoter regarding Current Development is to be constructed,

- N. Parties have gone through all the terms and conditions set out in this Agreement and have understood the mutual rights and obligations detailed herein.
- O. Promoter has made the following Disclosures with respect to the Current and Future Development and Sanctioned Plan:
 - (i) Promoter shall have an unobstructed right without hindrance, to progress the construction of the Project and all the Common Areas, amenities and facilities of the Project and shall be entitled to free and uninterrupted access, at any point of time, in any part of the Project until the completion of construction of the Project. The amenities and facilities and Club House will be developed in the Schedule A Property and that upon compliance of the rules and regulations as may be framed, the purchasers of the units in Current development is entitled to use the amenities and facilities and club house in common with all the owners of units in the Project.
 - (ii) Promoter will be developing and constructing the Project 'Surya Valencia' in a phased manner by obtaining necessary permissions, approvals and sanction plans. The Purchaser has further assured and agreed that he/she/it/they shall have no objection to the Promoter carrying on the development activities in the Project in a phased manner and providing the common amenities and facilities across the Schedule A Property even if the Purchaser has taken possession of Purchaser's Unit.
 - (iii) Upon completion of development of Current and future Development, the entire development shall form an integral part of the overall real estate project known as "SURYA VALENCIA" without any delineation, distinctions, or partitions of any nature whatsoever. Further the Current Development and other Phases in Future Development shall always be treated as one single project and shall have common Association of all the Owners of units in the Project.
 - (iv) Undivided interest corresponding to the unit has been derived based on consumption of overall FAR in the Project.
 - (v) Purchaser agrees and acknowledges that Common Amenities and

Facilities as planned will be developed across the Schedule A Property.

- (vi) The Schedule B Property/Purchaser's Unit, Common Areas of the Project, Common Amenities and Facilities of the Project shall be used/enjoyed strictly in terms of the rules and regulations formulated by the Promoter and/or the respective Association(s) of Owners. Subject to rights reserved to the Promoter, Common Amenities and Facilities of the Project, and Common Areas of the Project are to be maintained by all the purchasers of units in the Schedule A Property in common, irrespective of the location of such Common Area and the Common Amenities and Facilities.
- (vii) In case of Promoter borrowing any financial assistance from any Banks, Financial Institutions or NBFCs on the security of the Schedule A Property/any part thereof, the Promoter shall obtain a "no-objection certificate/discharge certificate" from such Lender permitting the sale of the Schedule B Property to Purchaser and for execution of an agreement to sell with the Purchaser.
- (viii) The benefit, and enjoyment of balance unutilized FAR including additional FAR or incentive FAR if any available on the Larger Extent, shall at all times belong to the Promoter only, which the Promoter is entitled to utilize at its discretion, in any subsequent phases of the Project/extensions, if any. Further the Promoter alone is entitled to use and deal with the development potential including remaining FAR under the applicable rules and regulations thereto in its sole discretion however without affecting the entitlement of the Purchaser as agreed herein. The benefit and enjoyment of any future increments or enhancements to FAR available on the Schedule A Property shall always vest with and belong exclusively to the Promoter.
- (ix) In case of Promoter acquires the lands adjoining to the Project, it may at its sole discretion, entitled to amalgamate such land with the Schedule A Property / Project Land and to integrate the development with the Project. Upon such additional lands being amalgamated and integration of the developments, the purchasers of units being built on the adjoining land shall also be entitled to access and use of all Common Amenities, Clubhouse and Facilities of the Project in the same manner and to the same extent as other purchasers of Units in the Project.

- (x) The Common Amenities & Facilities to be provided in the Project are detailed in **Annexure 4**. Commissioning and operationalizing one or more of the Common Amenities & Facilities of the Project is subject to occupancy of not less than 65% of the sold Units in the Larger Extent.
 - (xi) Purchaser is aware and has agreed that Developer is entitled to deal with and grant the exclusive right to permit the use of demarcated portion of Limited Common Areas to the purchasers of specific Units. The Deed of Declaration shall provide the details of the terms and conditions of use and exclusivity rights associated therewith, if any.
 - (xii) The Purchaser does hereby grant or express their consent for the Promoter for any modifications in the Plans towards the development of other phase/phases in the Schedule A Property in such manner as Promoter may, in its sole and absolute discretion, deem fit, subject to receiving necessary approvals, consents, licenses and sanctions from relevant Authorities and without affecting the location and measurement of Purchaser's Unit. Purchaser further confirms and agrees that the consent granted herein may be submitted by the Promoter to the Regulatory Authority.
- P. The Parties, relying on the confirmations, representations and assurances of each other agree to abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now entering into this Agreement on the terms and conditions appearing hereinafter.
- Q. In accordance with the terms and conditions set out in this Agreement as mutually agreed upon by and between Parties, the Promoter hereby agrees to sell, and the Purchaser hereby agrees to purchase the Purchaser's Unit on the terms and conditions contained herein.

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. Agreement for Purchase and Sell

Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Purchaser and the Purchaser hereby agrees to purchase, the Purchaser's Unit as specified in Schedule B.

1.2. Sale Consideration

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- 1.2.1. The Purchaser hereby agrees to purchase the Purchaser's Unit for an aggregate sale consideration for of Rs. _____/- (Rupees _____ Only) (the "**Sale Consideration**"), excluding Taxes as well as Additional Charges.
- 1.2.2. In addition to the Sale Consideration and Taxes, the Purchaser shall pay all charges as detailed in **Schedule C** ("**Additional charges**"). The Purchaser shall pay all rates and Taxes, which will be calculated on the rates as applicable on the Additional charges, as and when the same is demanded and becomes payable. The Purchaser shall pay the Additional Charges and Taxes in full, within 10 (ten) days from the date of the demand. Failing to pay the demand amount within time, shall attract interest/penalty on outstanding due amount as prescribed under RERA, i.e., SBI Highest MCLR plus two percent.
- 1.2.3. Prior to execution of this Agreement, Purchaser has made part payment of the Sale Consideration along with applicable taxes to the Promoter, the payment and receipt of which the Promoter hereby acknowledges.
- 1.2.4. The Purchaser shall pay the Goods and Service Tax (GST), or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called.
- 1.2.5. Tax Deducted at Source ("**TDS**") at the applicable rate on Sale Price of the Unit shall be paid by Purchaser as per the provision of section 194 IA of the Income Tax Act, 1961. Purchaser shall issue a certificate of deduction of tax in Form 16B to Promoter within 10 (ten) days of receiving/generating the said form.
- 1.3. The Sale Consideration is escalation-free. Provided however, the Purchaser agrees to make any additional payment on account of increase in the development charges payable to any Authority or any Taxes levied or imposed by an Authority from time to time. The Sale Consideration is negotiated between Purchaser and Promoter and mutually agreed upon. Consequently, the Purchaser shall have no right to renegotiate or claim a refund of the Sale Consideration in comparison with the other purchasers of Units in the Project for any reason whatsoever.
- 1.4. Prior to execution of this Agreement, Purchaser has made part payment of the Sale Price of the unit to the Promoter as Booking Amount, the payment and receipt of which the Promoter hereby acknowledges.
- 1.4.1. Purchaser agrees to pay the balance of the Sale Consideration, Additional Charges along with applicable taxes within the due dates and without causing any delay or default, strictly complying with the Payment Plan as provided in **Schedule D**. Failure to pay the balance Sale consideration, Additional Charges or any part thereof shall be deemed to be a material breach of the Purchaser(s) obligations herein.
- 1.5. The Promoter may allow, in its sole discretion, a rebate for early payments

of installments payable by the Purchaser by discounting such early payments for the period by which the respective installment has been preponed. The provision for allowing a rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to a Purchaser by the Promoter.

1.6. Account Details

All payments made by Purchaser towards Sale Consideration shall be made to the bank account designated by the Promoter (“_____ **Designated Account**”), the details of which are provided below:

Beneficiary Bank	
Account Type	Collection Account
Account Name	
Account Number	
Branch	
Address	
RTGS/NEFT/IFSC Code	
MICR Code	
Swift Code	

1.7. Single Indivisible Unit

The Promoter and the Purchaser agree that the Purchaser’s Unit along with designated parking space shall be treated as a single indivisible unit for all purposes.

1.8. Undivided Proportionate Share in Common Areas

The Purchaser shall also have an undivided proportionate share in the Common Areas and the Purchaser’s right to use the Common Areas along with other occupants shall be subject to such rights and restrictions as applicable to all the purchasers in the Project. It is clarified that the promoter shall hand over the common areas to the association of Purchasers after duly obtaining the Occupancy Certificate and after obtaining architect Certificate certifying that the project is completed as per the scheme of development or such document as may be prescribed for the Larger Project from the competent authority as provided in the Act.

1.9. Payment of Outgoings by the Promoter

The Promoter agrees/liable to pay all outgoings before transferring the

physical possession of the Purchaser's Unit to the Purchasers, which it has collected from the Purchasers, 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).

- 1.10. The Promoter shall confirm to the final carpet area that has been allotted to the Purchaser after the construction of the corresponding block is complete and on obtaining occupancy certificate from the competent authority, with details of changes, if any wherever applicable. The Sale Consideration payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area then the Promoter shall refund the excess money paid by Purchaser within sixty days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Purchaser's Unit, the Promoter may demand the same from the Purchaser at the next milestone provided in the Payment Plan. All these monetary adjustments shall be made at the same rate as agreed in clause above.

2. MODE OF PAYMENT:

- 2.1 All payments shall be made by Purchaser, without delay, demur or default, in accordance with the Payment Plan, to the Designated Account within 10 (ten) days of receiving a written demand from the Promoter.
- 2.2 In cases of out station cheque or demand draft or wire transfer, collection charges if any will be debited to Purchaser's account and credit for payment made will be given on net credit of the amount of the instalment. If a cheque is dishonored for any reason, a sum of ₹ 2000/- (Rupees Two Thousand Only) will be debited to the Purchaser's account for the first instance; and a sum of ₹ 2500/- (Rupees Two Thousand Five Hundred Only) for every subsequent instance of a cheque being dishonored. If at 2 (two) or more occasions, the cheques are dishonored, whether in succession or otherwise, Promoter is entitled to reject further and future payments by cheque and require Purchaser to make payment by Demand Draft, NEFT, or RTGS only.

3. COMPLIANCE WITH LAWS RELATING TO REMITTANCE:

- 3.1. The Purchaser, residing 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 Purchaser further 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 Clause 3.1 above. The Purchaser shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser 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 Purchaser and such third party shall not have any right in the application/allotment of the said Unit applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Purchaser only

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS THE ESSENCE:

- 5.1 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 Purchaser's Unit and the common areas to the Association or competent Authority, as the case may be.
- 5.2 Time being the essence for Purchaser as well, the Purchaser undertakes to pay all amounts due and payable to the Promoter, in accordance with

the terms of this Agreement thereby enabling the Promoter to complete the respective phase in a timely manner.

6. CONSTRUCTION AND DEVELOPMENT OF PURCHASER'S UNIT AND THE PROJECT LAND:

- 6.1 The Purchaser has seen the proposed layout plan, specifications, amenities and facilities being provided in the Purchaser's Unit and the Project and has accepted the floor plan, payment plan and the specifications, amenities and facilities which has been approved by the competent authority, as represented by the Promoter. The Promoter shall construct and develop the Project Land in accordance with the Sanctioned Plan, floor plans and Specifications as provided in **Annexure 3** of this Agreement. 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 competent authority.
- 6.2 The Promoter shall not make any additions and alterations to layout plans and amenities described herein at **Annexure 4** and the development shall be in conformity with the Sanctioned Plan, advertisement, prospectus etc.. as well as without the previous written consent of the Purchaser, no changes shall be carried out to the Schedule B Property. Provided further that the Promoter may make such minor additions or alterations as may be required or permitted by any authority in accordance with applicable law, or such changes or alterations necessitated on account of change in law.
- 6.3 Purchaser acknowledge(s) and confirm(s) that the Promoter may, at any time, vary/modify the development plan, building plan and development plan of the Larger Project in such a manner as the Promoter may deem fit, subject to receiving necessary approvals, consents as per the Act, licenses and sanctions from relevant Authorities.

7. CONVEYANCE AND POSSESSION OF THE PURCHASER'S UNIT:

- 7.1 Subject to Purchaser having complied with the obligations under this Agreement and there being no Force Majeure circumstances, Promoter shall complete the development of "Surya Valencia-Phase-1" on or before 31-12-2028, with a grace period of **6 months ("Completion Date")**. If, however, the completion of Phase 1 is delayed due to the Force Majeure conditions then the Purchaser agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Purchaser's Unit provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser 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 Purchaser the entire amount received by the Promoter from the date of booking without any interest within 60 days from such date of termination. The Promoter shall provide 30 days prior intimation to the Purchaser before such termination. On refund of the amounts paid by the Purchaser, the Purchaser shall not have any rights, title, claims, demands etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement. The Purchaser shall simultaneously with the refund of amounts execute necessary cancellation agreements or such other documents as may be required by the Promoter to cancel this Agreement.

7.2 Conveyance, Procedure for taking possession of the Purchaser's Unit

The Promoter, upon obtaining the occupancy certificate from the competent authority and subject to the Purchaser complying with the payment schedule as on date, shall offer in writing the possession of the Purchaser's Unit in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate/ possession intimation by executing necessary conveyance deed. Provided that, in the absence of local law, the conveyance deed in favour of the Purchaser shall be carried out by the Promoter within 3 months from the date of issue of occupancy certificate/possession intimation. The Promoter agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the promoter. It shall be the responsibility of the Promoter on completion and sale of all units in the Project to hand over the necessary title documents, plans, approvals, warranties including the possession of common areas, to the Association or the competent authority, as the case may be, as per the local laws.

7.3 Failure to take possession

In the event Purchaser fails to take conveyance within 60 (sixty) days from the date of Occupancy Certificate/Possession Intimation and execution of necessary undertaking, indemnities and such other documents as may be prescribed in this Agreement by the Promoter, Purchaser shall be deemed to have breached Purchaser's obligations under this Agreement and consequently Clause 9.4 shall apply, without prejudice to any other rights or remedies available to the Promoters under Applicable Law and/or this Agreement. However, if Promoter does not terminate this Agreement, the Purchaser shall pay all applicable Taxes, Other Charges, charges for electricity, property taxes, municipal taxes and levies, maintenance charges, and Interest on all outstanding amounts under this Agreement or under Applicable Law, from the date of Possession Intimation being issued by the Promoter. Further the Purchaser shall also be liable to pay demurrage charges/holding charges to the Promoter at the rate of INR 5

per month on per square feet on the Super Built up Area of Schedule 'B' Property from the expiry of time provided for taking possession till such time the Purchaser actually takes possession of the Purchaser's Unit.

It is clarified that, the Promoter / Developer shall send the "Offer of Possession" to Allottee(s) at his/her/its the last known address and email address provided in the application form, unless modified/alterd by way of intimation to the Promoter regarding the change of address duly sent by registered A.D. letter and/ or personal receipt of letter at the office of the Promoter mentioned herein or by way of email addressed to: care@suryadevelopers.in

7.4 **Compensation**

The Promoter shall compensate the 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.

8. **REPRESENTATIONS AND WARRANTIES:**

- 8.1. Promoter acknowledges that Purchaser has entered into this Agreement and has agreed to purchase the Purchaser's Unit from Promoter, taking into consideration the Disclosures made by Promoter and based on the representations and warranties set out below (the "**Promoter's Warranties**"):
 - (a) .The Seller/ Promoter is the absolute owners of Schedule 'A' Property and have clear and marketable title with respect to the said Land comprised in the Schedule 'A' Property; the requisite rights to carry out development and absolute, actual, physical and legal possession of the said Land for the Project.
 - (b) Promoter has the power to enter into and perform this Agreement and has not committed or omitted to perform any act or thing whereby the right and interest of the purchaser may prejudicially be affected. Upon execution, this Agreement would constitute legal, valid and binding obligations on the Parties and at the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Purchaser's Unit to the Purchaser.
 - (c) Promoter has the absolute and unconditional right to sell, transfer or otherwise alienate the Purchaser's Unit to the Purchaser.
 - (d) Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any Person with respect to the Schedule A Property which will, in any manner, affect the rights

of Purchaser under this Agreement.

- (e) To the knowledge of Promoter, the Project Land is not the subject matter of any acquisition, proceeding or any notice for acquisition, or any other notice which may adversely affect the marketability of title of the Purchaser's Unit.
- (f) On the date of execution of this Agreement, there is no order of restrain by any court or order from any Authority prohibiting or restraining the alienation of the Purchaser's Unit in the manner herein contemplated.
- (g) 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 Landowner in respect of the Project Land.
- (h) Promoter agrees to do and execute or cause to be executed all acts, deeds and things, as may be asked for/required by Purchaser and, at the cost of Purchaser for more fully and perfectly assuring title of the Purchaser to the Purchaser's Unit.
- (i) The Promoter has assured the Purchasers that the project in its entirety is in accordance with the provisions of Applicable laws. The Promoter assures compliance of various laws/ regulations as applicable in the State of Karnataka and its revision thereafter from time to time.
- (j) The Promoter shall comply with the rights and obligations in the Agreement and under the Act.

8.2. Purchaser further states and acknowledges the following: (the "**Purchaser's Warranties**")

- (a) The purchaser is fully aware that development of the Project will be in a Phased manner and assured that he/she/they shall not in any manner obstruct or interfere with the future development and/or raise any objection thereto.
- (b) The Purchasers hereby agrees that they shall not seek for or request for any modifications or alterations to their respective Units. The Promoter is not obligated to make any other changes other than the specifications agreed to be provided under this Agreement.

- (c) The Purchasers shall not carry out any structural modifications or alterations to their respective Units.
- (d) The Purchasers shall utilise the buffer provided in the Project as per the rules and regulations / bye-laws framed by the authorities time to time. Any construction /structure that may be put up by the Purchasers/ Association in the buffer area shall be as per the rules, regulations or bye-laws framed in this regard.
- (e) Purchaser has the power to enter into and perform this Agreement and upon execution, this Agreement, would constitute legal, valid and binding obligations on Purchasers.
- (f) That Purchaser(s) has been furnished with all the details pertaining to the Disclosures made by Promoter and after understanding the same, Purchaser(s) has/have entered into this Agreement;

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

- 9.1 Subject to the Force Majeure clause, the following shall be considered under a condition of Default:
 - (a) Promoter fails to provide ready to move in possession of the Purchaser's Unit to the Purchaser within the time period agreed above or fails to complete this Project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this clause, **'ready to move in possession'** shall mean that the Purchaser's Unit 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 occupancy certificate and completion certificate, as the case may be, has been issued by the competent authority.
 - (b) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of their 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, Purchaser is entitled to the following:
 - (a) The Purchaser shall stop making further payments to Promoter if demanded by the Promoter. In the event the Purchaser stops making such payments, the Promoter shall rectify the situation by completing the construction milestones and only thereafter the Purchaser shall be required to make next payment without any interest.

Or

- (b) Continue with this Agreement by providing a written intimation, in which event Promoter agrees, to pay Interest on the Sale Price of the Unit paid till then by the Purchaser. Interest shall be payable for every month of delay or part thereof, from the declared Completion Date, till the date of registration of the Sale Deed, provided Purchaser has not deliberately delayed or refused to take conveyance and has paid all sums as applicable till such date. .

Or

- (c) Terminate this Agreement with 30 (thirty) days' with prior written notice to Promoter, upon the expiry of which this Agreement shall stand automatically terminated, relieving the Parties of their respective liabilities and obligations under this Agreement and rendering null and void all rights of the Purchaser under this Agreement, except for such obligations that explicitly survive termination of this Agreement. Upon termination, Promoter shall, within 60 (sixty) days from the effective date of termination, refund to Purchaser the Sale Price of the Unit received till that date, together with Interest simultaneously with the Purchaser executing /registering necessary cancellation agreement/documents as may be required by the Promoter. On refunding the amounts, Promoter will be entitled to deal with Purchasers' Unit in any manner of its choosing without any reference to the Purchaser, or any objection or obstruction by Purchaser, whether or not the cancellation agreement/document has been executed.
- (d) Purchaser further agrees and undertakes that upon termination of this Agreement as specified in Clause 9.1(a) and (b), Purchaser shall sign or execute all necessary documents as may be specified by the Promoter, including irrevocable special powers of attorney or other forms of authorization enabling Promoter to obtain cancellation of this Agreement before the relevant jurisdictional Authority.

9.3 ***Default by Purchaser***

- a) Without prejudice to Promoter's right to charge Interest on payments delayed by Purchaser, in the event Purchaser fails to pay any one or more payments due and payable to Promoter under this Agreement, Promoter will issue the three consecutive reminders notices with a 7 days interval from each notices in writing to Purchaser, by RPAD, or courier with proof of receipt to the last known address provided by Purchaser, and by email at the email address provided by the Purchaser, notifying him/her/them/it of the default and allow the Purchaser 10 (ten) days prior notice to remedy the said default in full and without any deductions.

- b) If Purchaser fails to remedy the default pursuant to the first notice, Promoter will issue a final notice to Purchaser requiring to remedy the default within 10 (ten) days, in full together with interest, failing which, Promoter shall be entitled at its sole discretion to terminate this Agreement with immediate effect without any further reference or notice to the Purchaser.
- c) In continuation of Purchaser's statutory obligations under the Act, Purchaser shall be liable to pay Interest on all delayed payments which become due and payable by the Purchaser to the Promoters under the terms of this Agreement. Notwithstanding anything, any payments made by the Purchaser (s) to the Promoter would be first appropriated towards the payment of interest due, if any and the residual amounts will be adjusted against payments due, and the Purchaser (s) will be liable to make good any deficit towards payments due.

9.4 Consequences of Default by Purchaser

- a) Upon termination of this Agreement by the Promoter as set out in Clause 9.3 above or pursuant to termination under Clause 9.5 below, Promoter shall refund to Purchaser amounts paid towards Sale Price/Sale consideration of the Unit, after deducting the Booking Amount/Earnest money/payments received towards tax as liquidated damages, within a period of 60 (Sixty) working days from the date of the termination or from the date of resale of the Schedule B Property to a third party, whichever is later and simultaneously executing the necessary cancellation Agreement as demanded by the Promoter. Further Promoter shall not be liable to refund the taxes paid to the Government. Purchaser also agrees that deduction of the amounts stated in this clause is a legitimate and genuine estimate of the loss likely to be suffered by Promoter as a result of Purchaser's default.
- b) Notwithstanding anything stated herein, Promoter shall not be required to pay or refund any amount on this account unless and until Purchaser executes all necessary documents evidencing cancellation of this Agreement, including registration of the cancellation agreements, if necessary. All costs and expenses associated with and incurred by Promoter in obtaining cancellation of this Agreement shall be borne solely by Purchaser, which amounts shall be set-off and deducted from the final amount to be refunded to the Purchaser.

9.5 Termination for Convenience

- a) a) If the Purchaser wishes to terminate or withdraw from this Agreement without cause, the Purchaser must submit a written request to the Promoter to terminate the Agreement, in accordance with the relevant provisions of the Act. Such a request will not automatically terminate the Agreement.
- b) b) However, if the Allottee(s) propose to withdraw from the Project or fail to make payments for more than 60 days from the date of the demand letter, and the Promoter is not at fault, the Promoter shall be entitled to forfeit the following amounts: (i) The Booking Amount, which is 10% of the Total Price as agreed under this Agreement; (ii) Any interest accrued on the outstanding amount up to the date of the termination letter; (iii) All taxes and other charges paid to the government or payable up to the date of termination; (iv) Brokerage paid to registered Real Estate Agents/Channel Partners who facilitated the transaction, and any marketing, referral, or scheme-related benefits utilized by the Allottee(s).
- c) The remaining balance will be refunded by the Promoter to the Allottee(s) within 60 days of cancellation, without interest, provided that the Allottee(s) complete the necessary cancellation formalities, including registration of the cancellation deed. Until these formalities are completed, the Promoter will not be considered in default of its obligation to refund.
- d) Upon receiving a request for termination, the Promoter may accept such notice provided Purchaser has handed over originals of this Agreement and all related documents within 7 (seven) days from the issuance of the termination request and has executed the cancellation agreement in the format required by Promoter and present himself/herself/itself/themselves for registration of the cancellation agreement, if required. On these conditions being complied with to the satisfaction of Promoter, the Agreement shall stand cancelled and terminated and Promoter shall refund the amounts paid by the Purchaser after deducting the Booking Amount /Earnest money/payments received towards tax as liquidated damages, within a period of 60 (Sixty) working days from the date of the termination or from the date of sale of the Schedule B Property to a third party and simultaneously executing the necessary cancellation Agreement as demanded by the Promoter. Promoter shall not be liable to pay Interest on the said refund amount.
- e) Promoter will be entitled to deal with the Purchaser's Unit in any manner whatsoever, without any reference to Purchaser, notwithstanding Purchaser not having executed the cancellation agreement and or registering the same in case this Agreement is registered.

10. ASSIGNMENT AND TRANSFER:

PROMOTER

PURCHASER

- 10.1 The Purchaser hereby agrees and confirms that this Agreement is not transferable or assignable to any other third Person except with the prior written permission of the Promoter. It is clarified that during the period of 15 months from the date of the execution of this Agreement, the Purchaser/s/Allottee/s shall not have power or authority to transfer or assign his/her/their right under this Agreement to anyone. After expiry of 15 months, the Sellers/Promoters may at their discretion give consent for such assignment subject to payment of transfer fee as stated below,
- 10.2. Any permitted assignment shall be done only by way of written agreement between the Promoter, the Purchaser herein and the new purchaser, who shall undertake to be bound by the terms of this Agreement. If Promoter permits assignment, either Purchaser or the new purchaser/assignee shall pay a transfer fee of 5% (Five percent) of the Sale Consideration or the assignment value, whichever is higher along with applicable taxes, as a condition precedent to grant permission by Promoter. If the transfer or assignment is being made in favour of any of the family members of the Purchaser, as defined under Karnataka Stamp Act, 1957 the Promoter shall not charge any transfer fee.

11. MAINTENANCE OF THE SAID BLOCK / UNIT / PROJECT:

- 11.1. The Promoter shall be responsible for providing and maintain essential services in the Project until all the units are sold or until such time as the Promoter deems fit or until the maintenance of the Project is taken over by the Association. The cost of such maintenance shall be collected by the Promoter as Advance Maintenance Charges.
- 11.2 Advance Maintenance Charges collected shall be interest free and shall be utilized by the Promoter for upkeep and maintenance of the Project. The Promoter shall till the handing over of maintenance to the Owner's Association, be entitled to adjust the maintenance charges at actuals incurred monthly for maintaining the Project or any part thereof along with 15% service charges and applicable taxes against the Advance Maintenance Charges collected by the Promoter from the Purchaser. The Promoter shall maintain all the common areas, amenities and facilities to be provided / available in the Project till the handing over of all Units in the Project or at such earlier date as the Promoter deems fit.
- 11.3 If the Advance Maintenance Charges so collected is exhausted or is nearing exhaustion before handing over the maintenance to the Association, the Promoter shall be entitled to collect such additional amount from the Purchaser to defray the maintenance cost towards maintaining the Larger Project as deemed prudent. The Purchaser shall without delay and demur

pay all charges in advance as and when demanded by the Promoters, failing which the Purchaser shall be liable to pay the same with interest @ 18% from the due date till the date of payment.

- 11.4 Notwithstanding anything contained herein and in order to ensure maintenance, operation and management of Common Areas, Amenities and Facilities of the Blocks and the Project, Promoter or the agency appointed by the Promoter will be the exclusive maintenance service provider for maintenance of the Amenities Facilities and Common Areas of the Project. Purchaser is liable to pay the amounts charged by Promoter for the maintenance services provided, without delay or demur. The Purchaser shall not make arrangements with any outside agency for the maintenance of the Common Areas of the Larger Project and the Amenities until the Association takes over the maintenance of the Larger Project. The Promoter shall not be liable to maintain the Larger Project or any part thereof if sufficient maintenance charges are not placed with it in advance.
- 11.5 After management of the Common Amenities and Facilities of the Larger Project is handed over to the Owners Association, Purchaser along with the other owners shall ensure periodic inspections and upkeep of the Common Amenities and Facilities of the Blocks and the Project and shall not hold the Promoter liable for the same. Any unspent amount available with the Promoter in its account of Advance Maintenance Charges will be transferred to the account of the Owner's Association without interest along with audited accounts statement on the maintenance of the Larger Project being handed over to the Association upon receipt of NOC in the Promoter's format, releasing the Promoter of all obligations in the Larger Project. Promoter shall not be liable to the Purchaser or the Owners Association for any consequences arising from the Purchaser or Association's failure to properly use, operate, maintain, and manage the Common Amenities and Facilities as well as the fire safety equipment, fire protection systems, their supporting equipment, pollution control and other general safety equipment, related facilities and services.
- 11.6 The Purchaser shall pay Sinking Fund as detailed in the payment plan. The sinking fund amount collected by the Promoter shall be held by the Promoter and thereafter transferred to the Association of Owners in the project 'Surya Valencia'. The contribution towards Sinking Fund is collected to ensure availability of funds for any major repairs or maintenance works in the project 'Surya Valencia'. It is clarified that the Sinking Fund will not be used for the purposes stated above during the first year of completion of development of each phase.
- 11.7 Association of Owners**
- a. The Larger Project shall have a single association of owners. The Promoter may facilitate formation of the Owners Association by registering the Deed

of Declaration under the provisions of applicable laws. Provided however that Promoter is neither liable nor responsible for holding of elections or constituting a managing committee of the Owners Association, which shall be the exclusive responsibility of all Unit owners in the Larger Project. Upon completion of each phase of the Larger Project, they shall be merged with the Owners' Association by executing necessary addendums to the Deed of Declaration.

- b. On and from the date of registration of the Deed of Sale of Purchaser(s) Unit, the Purchaser(s) shall be governed, inter alia, by the rules and regulations set out in the Deed of Declaration. All the present or future owners, tenants, guests and licensees or their employees, or any other Person lawfully entitled to use the Purchaser(s) Unit, in any manner whatsoever, shall be subject to such rules and regulations. The mere acquisition, rental, or taking on license of the Purchaser(s) Unit or the mere act of occupancy of the Purchaser(s) Unit, shall signify that the rules are accepted, ratified and will be complied with by the acquirer, tenant or licensee.

12. DEFECT LIABILITY:

- 12.1 It is agreed that in case of structural defect or any other defect in workmanship quality or provisions of services as agreed in the Agreement to Sell is brought to the notice of the Promoter within a period of 5 years from the date of Occupancy Certificate or Possession Intimation whichever is earlier, it shall be the duty of the Promoter to rectify such defects without imposing any further charges to the Purchaser.
- 12.2 Notwithstanding anything contained in the above clause the following exclusions are made for determination of Defect Liability:
 - a. Equipment (lifts, generator, motors, STP, transformers, gym equipment, etc.) which carry manufacturer's guarantees for a limited period. The said warranties shall be handed over to the Association. On expiry of such warranties, it shall be the responsibility of the Association to take annual maintenance contract with the suppliers.
 - b. Fittings related to plumbing, sanitary, electrical, hardware, etc. having natural wear and tear. Any modification with respect to plumbing and electricity done without permission from the Promoter. Any deformations including expansion quotient. The terms of work like painting etc., which are subject to wear and tear.
- 12.3 Provided always the Promoter shall not be responsible for Defect Liability, if any structural defect or damage is found to have been caused due to:
 - (a) any act of omission or commission of the Purchaser or any other purchasers of Units in the Larger Project, or due to the negligence of

the Purchaser or any other purchasers of Units in the Larger Project or his/her/their/its agents, or

- (b) structural defects caused or attributable to the Purchaser or Association, including but not limited to carrying out structural or architectural changes from the original design attributes, demolition, dismantling, making openings, removing or re-sizing the original structural framework, putting excess or heavy load.

13. RIGHT RESERVED TO PROMOTER IN RELATION TO DEVELOPMENT OF THE PROJECT

Notwithstanding anything contained in this Agreement, the Promoter shall have an irrevocable and perpetual license to all air rights and branding rights upon the Sanctioned Project. Promoter shall also have the irrevocable and perpetual right to designate and brand the Project as a "SURYA VELANCIA - 1" project, as applicable. The Promoters or their nominees or assignees shall have an exclusive, royalty free, perpetual, and irrevocable license to install, fix, display, use and control, directly or indirectly, all advertising rights, marketing rights, signage rights, hoarding rights, including but not limited to all physical advertising, marketing, signage, hoardings and all other forms of signage by whatever name called, temporary or permanent, located within and/or on top of each/every block of Project, or at any location on the Project Land.

The unutilized FAR in the Schedule 'A' Property and transfer of developmental rights, after taking into consideration the utilisation of the FAR of the Schedule 'B' Property, shall be utilised by the Promoter for any other purpose/project as may be permitted under applicable law(future development).

14. RIGHT TO ENTER THE UNIT FOR REPAIRS:

The Promoter/maintenance agency/Association of Purchasers shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Purchaser agrees to permit the association of Purchasers and/or maintenance agency to enter into the Purchaser's Unit 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.

15. USAGE:

- (i) The service areas, if any, as located within the Project/ Larger Project, shall be earmarked for the purpose of providing services including but not limited to electric sub-station, transformer, DG set rooms, underground

water tanks, pump rooms, maintenance and service rooms, fire-fighting pumps and equipment's etc. and other permitted uses as per Sanctioned Plans. The Purchaser shall not be permitted to use the service areas in any manner whatsoever, and the same shall be reserved for use by the association of Purchasers formed by the Purchasers for rendering maintenance services.

- (ii) The Purchaser(s) will use the Purchaser(s) Parking for the sole purpose of parking a motor vehicle in his/her/its capacity as the owner of the Purchaser's Unit and for no other purpose whatsoever. Purchaser(s) shall not park or attempt to park any more motor vehicles in the Purchaser(s) Parking than is permitted by the Promoters, Owner's Association and Applicable Law.
- (iii) The Purchaser(s) shall permit staff/personnel managing the Parking Spaces in the Project to move his/her/its car in the event of emergencies or in other appropriate circumstances, on the explicit understanding that they have no duty to do so.

16. GENERAL COMPLIANCE WITH RESPECT TO THE PURCHASER'S UNIT:

16.1. Subject to Clause 11 above, the Purchaser shall, after taking possession, be solely responsible to maintain the Purchaser's Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Block, or the Purchaser's Unit 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 Purchaser's Unit and keep the Purchaser's Unit, 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 Block is not in any way damaged or jeopardized.

16.2. The Purchaser 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 Block or anywhere on the exterior of the Project, buildings therein or Common Areas. The Purchasers 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 Purchaser shall not store any hazardous or combustible goods in the Purchaser's Unit or place any heavy material in the common passages or staircase of the Block. The Purchaser shall also not remove any wall, including the outer and load bearing wall of the Purchaser's Unit.

- 16.3. The Purchaser shall pay khata transfer fees or any other charges that are necessary for securing separate assessment for the Purchaser's Unit, the responsibility of obtaining which shall lie with the Purchaser(s) alone.
- 16.4. The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Purchasers and/or maintenance agency appointed by association of Purchasers. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 16.5. Purchaser shall execute such forms, declarations and documents that may be required simultaneous with the Deed of Sale to become a member of the Owners Association.
- 16.6. Purchaser shall be solely and exclusively liable for the payment of all statutory payments which have not been demanded presently but become payable after handing over the Purchaser's Unit to Purchaser. Statutory payments levied by competent authorities under the law, in respect of any services which the Promoters render to the Purchaser pursuant to this Agreement, shall be borne by the Purchaser and the Purchaser will indemnify the Promoter of any instances of Taxes on this Agreement, accruing in future.
- 16.7. The Purchaser shall not alter or subscribe to any alteration of the name of the Larger Project under any circumstance whatsoever. The Promoters alone will be entitled to make any changes to the name of the Larger Project/this Phase.
- 16.8. At any time during the progress of works of the Purchaser's Unit, the Purchaser, if required, may discuss matters relating to the construction only with the designated Person(s) of the Promoter and shall not instruct the site staff to stop/modify/continue any works for any reasons whatsoever.
- 16.9. The Purchaser shall bear his/her/its/their share of all applicable taxes, cess, charges miscellaneous deposits, charges, statutory levies, or other fees payable to the Authorities, which costs may be incurred by the Promoter on the Larger Project or on a per Unit basis. Where taxes, cess, charges, levies, or other fees are payable on a Project wide basis, these shall be prorated based on the super built up area of the Purchaser's Unit and shall be payable by the Purchaser within a period of 10 (ten) days of a

demand being made by the Promoter in this behalf. In any event, registration of the Deed of Sale in favour of the Purchaser is subject to Purchaser making full payment of these amounts, without demur.

17. AMENITIES:

- 17.1 The Purchaser is fully aware that the Promoter will be providing additional amenities such as clubhouse and other amenities on pay and use basis as well as Common Amenities and Facilities of the Larger Extent. The Purchasers of units in current development/Phase-1 will be entitled use the club house, amenities and facilities which will be developed in Larger Project/Surya Valencia The Purchaser of units in phase-1 will be entitled to use the common amenities listed in the Part-A of the Annexure..., upon completion of the phase-1 development. The Purchaser of units in phase-1 is also entitled to use the common amenities and facilities as listed in Part-B of the Annexure....upon completion of entire development/ phase-2 development.
- 17.2. The Purchaser/s is/are aware that the Promoter is developing the project SURYA VALENCIA in two/more phases in which amenities are common for both the phases. The completion of two phases are in different timelines and likewise amenities will be handed over in phase wise. Some of the common amenities will be completed and handed over at the time of completion of the subsequent phase as mentioned in Part B of Annexure..... The Purchaser/s unequivocally accepts the same and undertakes not to raise any kind of disputes in any forum.
- 17.3. The Purchaser is fully aware and has agreed that until the completion of the Larger Project and until all the units are sold or until such time as the Promoter deems fit, the Common Areas of the Project and the Common Amenities and Facilities of the Project will be managed by the Promoter or any operator appointed by the Promoters for this purpose. The Purchaser shall pay the notified charges, including utility charges, for the maintenance and service of the Common Areas of the Project and the Common Amenities and Facilities of the Project.
- 17.4. The Purchaser is made aware that Club House will be developed on Civic Amenity site subject to approval of the authority. In case if the Promoter is unable of developing the club house on the Civic Amenity site, the Promoter will develop the same on the area reserved for future development.
- 17.5 The Purchaser herein subject to complying with the rules and regulations framed for the operation, maintenance, and payment of membership fee and annual subscription fee, will be entitled to the use of the clubhouse. On handing over maintenance of the Amenities to the Association, responsibility for the management, usage, maintenance, and operation of

the Amenities shall lie solely with the Association. Apart from any other rules and regulations that would be formulated by the Promoter, and subject to payment of notified membership fees, use of the Amenities shall be restricted to only those occupants of the Purchaser's Unit and their guests as specified in the club rules and regulations.

18. COMPLIANCE OF LAWS, NOTIFICATIONS, ETC. BY THE PARTIES:

The Parties are entering into this Agreement for the purchase and sale of the Purchaser's Unit with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement, he shall not mortgage or create a charge on the Purchaser's Unit 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 Purchaser.

20. INTELLECTUAL PROPERTY RIGHTS:

The Purchaser is fully aware and acknowledges, understands and agrees that the logo, the mark and all Intellectual Property Rights vest with the Promoter and is the sole and exclusive property of the Promoter. Promoter is entitled to use its logos, marks and other Intellectual Property Right in any manner of its choosing in the Project, without any limitation, objection, or interference from the Purchaser or any other Person.

21. BINDING EFFECT:

Forwarding a draft of this Agreement to the Purchaser shall not bind the Promoter or Purchaser in any manner, way, or form, unless – firstly, the Purchaser executes this Agreement with all Annexures and Schedules, along with making payments as stipulated in the Payment Plan, within 60 (sixty) days of the Purchaser receiving this draft; and secondly, presents himself/herself/itself/themselves/or their duly authorized power of attorney holder for registration of this Agreement at the office of the jurisdictional Sub-Registrar on the date intimated by the Promoters. Promoter shall, in such an event, serve a written notice on the Purchaser requiring the Purchaser to present himself/herself/itself/themselves/ or their duly authorized power of attorney holder for registration of this Agreement within 30 (thirty) days from the date of the notice failing which the Allotment Letter shall stand cancelled and all sums paid by the Purchaser shall be refunded subject to deduction of cancellation fees as mentioned in the terms of the Allotment Letter.

22. 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 Unit/plot/block, as the case may be.

23. RIGHT TO AMEND:

This Agreement may only be amended through written consent of the Parties and within the purview of the Act..

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER OR SUBSEQUENT PURCHASERS:

It is clearly understood and agreed by and between the Parties hereto that all the provisions contained in this Agreement and the obligations arising hereunder in respect of the Purchaser's Unit shall equally be applicable to and enforceable against and by any subsequent purchaser pursuant to the Assignment permitted under this Agreement.

25. WAIVER NOT A LIMITATION TO ENFORCE:

The Promoters may, at its sole option and discretion, and without prejudice to any of its rights under this Agreement, waive any breach by the Purchaser in not making payments as per the Payment Plan including waiving the payment of Interest for delayed payment. Any such waiver shall not be construed to be a precedent or be binding on the Promoters to exercise such discretion on a repeated basis. Any waiver under this clause shall not be construed to be a waiver of the Promoters right to terminate this Agreement for any subsequent breach by the Purchaser of his/her/their/its duties and obligations under this Agreement.

26. 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.

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

Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other purchasers of the Larger Project, the same shall be in proportion to the carpet area of each purchasers of the Larger Project.

28. 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.

29. NOTICES:

29.1 All notices to be served on any Party as contemplated by this Agreement shall be deemed to have been duly served at the respective addresses mentioned hereinabove if sent by Registered post/Registered Post Acknowledgement Due ("R.P.A.D."), reputed courier service or by hand delivery or by fax, or by email to the designated address/phone number/email id (as the case may be) first mentioned.

29.2 A notice shall be deemed to have been served as follows:

- (a) if personally delivered, at the time of delivery; or
- (b) if sent by courier or R.P.A.D., upon receiving written delivery confirmation; or
- (c) if sent by email, upon receiving read confirmation of receipt from the recipient of the email.

29.3 Any Party may, from time to time, change its address provided for in this Agreement by giving to the other Party not less than 15 days prior written notice. If no such change is notified, the service on the address given in the title of this Agreement shall be address to which the notices are to be issued and such notice being issued shall be considered as being issued to the correct address.

30. JOINT PURCHASERS:

That in case there are Joint Purchasers all communications shall be sent by the Promoter to the Purchaser 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 Purchasers.

31. GOVERNING LAW:

The provisions of this Agreement shall, in all respects, be governed by, and construed in accordance with the laws of India.

32. 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 parties concerned may seek resolution of such issues as per the provisions of the Act, Rules and Regulations framed by the Karnataka Real Estate Regulatory Authority. The courts in Bangalore Urban District shall have jurisdiction to trial/entertain the complaints/disputes.

33. COUNTERPARTS:

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

Parties will be signing such counterpart.

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SCHEDULE – A

Part A: Description of Larger Extent

All that piece and parcel of converted lands bearing survey numbers 96/4, 98/11, 98/12, 98/13, 98/14, 201/7, 201/8, 201/1, 201/10, 201/9, 201/2, 200/11, 200/7, 200/10, 200/9, with an extent of 8.39 acres and bounded on:

North by:

East by:

South by:

West by:

Part B: Description of Project

Land

An extent of _____ square meters after deducting the area relinquished for road/Civic amenities in the Larger Extent is considered by the Promoter for development of the Larger Project.

SCHEDULE – B

Part A - Details of Purchaser's Unit

A Bedroom Simplex/Duplex Unit bearing No. ____ consisting of Ground and 1 or 2 upper floors in the _____ / wing/ Block known as "Surya Valencia-Phase- 1" to be constructed on the Project Land, having carpet area admeasuring approximately ____ Sq. Meters (_____ Sq. Feet), along with exclusive Terrace and balcony measuring _____ Sq. Meters (_____ Sq. Feet) and having a super built up area of _____ Sq. Meter (_____ Sq. Feet) which is inclusive of proportionate share in the common area, together with right to use _____ (number) (garage/covered/stilt/open) _____ electric charging (with /without) car parking space with an exclusive right to use _____ Sq. Meters (_____ Sq. Feet) of [garden / terrace].

Part B - Proportionate Undivided share in Project Land which forms part of Larger Extent

The proportionate UDS approximately measuring _____ Sq. Meter (_____ Sq. Feet) of undivided share, right, title and interest in the Project Land. The same is subject to variable upon extension of plans and future extension of plans.

Part C – Typical Floor Plan of Purchaser's Unit

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Unit Plan to be incorporated

SCHEDULE C – ADDITIONAL CHARGES

Sl. No.	PARTICULARS	AMOUNT (INR)
1.	Legal Charges	INR_____-/- + applicable taxes
2.	Advance maintenance – for 12 months or until the funds are depleted whichever is earlier.	Rs. ____/sq. ft * saleable area for 12 months + applicable taxes.
3.	Infrastructure charges	INR_____-/- + applicable GST
4.	Electricity, Water, Sewage & related charges, Deposits & Expenses, Other outgoings	At actuals to be paid to Promoter + applicable GST
5.	Clubhouse Membership Fee	INR_____-/- + Applicable GST
6.		
7.		
8.	Stamp Duty & Registration Fees:	
	For Agreement to Sell	As applicable
	For Deed of Sale	As applicable

ANNEXURE-A- PAYMENT PLAN

Milestone	%
Part Application Amount/Booking Amount	< 5% (equal or less than five percent)
Balance 10% of Booking Amount (within 15 Days of Booking)	10%
20% on or before 45 Days from date of Booking	20%
15% On Completion/ Commencement of Foundation	15%
15% On Completion/ Commencement of Slab 1	15%
15% On Completion/ Commencement of Terrace	15%

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10% On Completion/ Commencement of Flooring & Tiling	10%
10% On Completion/ Commencement of Painting	10%
5% On offer of Possession & Other Charges	5%

- A. Promoter shall not collect more than 5% of sale consideration as the booking amount.
- B. Promoter shall not collect more than 10% of sale consideration without the registration of Agreement for Sale.
- C. May be suitably modified as per the requirements of the project progress linked milestones

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ANNEXURE 2 – WARRANTIES AND EXCEPTIONS

Promoter shall not be liable to repair or replace the following items, which are not covered under the Promoters defect remediation liability stated in Clause 12 of this Agreement. Where applicable and provided a manufacturer, vendor, and/or supplier has offered warranty terms, the Promoter shall pass-on such warranty on the same terms and subject to the same conditions offered by such manufacturer, vendor, and/or supplier.

Items excluded from warranty and defect liability are:

- (a) Doors – including shutters, frames and Architraves – are provided considering normal wear and tear. No guarantees on abuse. Polishing and laminates are also not covered.
- (b) Hardware for doors - such as handles, hinges, tower bolts, magnetic eye, door stoppers, screws, anchors, foam filling, adhesives and locks.
- (c) UPVC windows – sections – complete with architraves, hardware, insect mesh, components of UPVC windows such as rollers and glass.
- (d) Sanitary and plumbing fixtures (including traps) – any defects arising not out of manufacturing for pipes and fixtures.
- (e) All Electrical switches/ sockets including cover plates – not arising out of manufacturing.
- (f) Equipment's used in the Clubhouse (pool tables, gym equipment, pumps, light fixtures, pool equipment's) – with limited warranty as covered by the manufacturer.
- (g) Railings – in glass, stainless steel against breakage and rusting.
- (h) Limited warranty as available from the manufacturer is only covered for Equipment's used for lifts, water supply, solar water heaters, light posts, lightening arrestors, earth pits, AC units, pumps, panels, switch gear, diesel generators, PA system, Intercom – equipment and EPABX, Transformers, CCTV and allied works.

ANNEXURE 3 – SPECIFICATIONS

- Structure:
 - RCC frame structure.
 - Superstructure construction using Mivan technology
- Painting:
 - Interior: Superior Quality Interior Plastic Emulsion Paint.
 - Exterior: Weather Proof Exterior Emulsion or other equivalent solution as per elevation - textured.
 - Asian Paints/Berger/Equivalent
- Flooring:
 - Marble flooring for foyer, living area, dinning & Staircase
 - Master bedroom – Engineering Wooden flooring / vitrified flooring or equivalent.
 - Other bedrooms - Laminated wooden flooring / vitrified flooring or equivalent.
 - Kitchen - Vitrified or equivalent flooring.
 - Utility - Antiskid ceramic flooring and wall dado.
 - Balcony - Antiskid ceramic flooring.
 - Master bedroom toilet - Vitrified tiles for flooring and dado
 - Other bedroom toilets/Powder room – Antiskid Ceramic tiles/vitrified or equivalent for flooring and cladding.
- Toilets:
 - All Sanitary wares shall be from Jaquar Artize / Kohler or Equivalent make.
- MBR toilet:
 - Single lever concealed divertor, rain shower of appropriate size, telephonic hand shower and provision for Bathtub
 - Counter top Wash Basin with single lever mixer.
- Other Toilets:
 - Single lever concealed divertor, with overhead shower & spout.
 - Wash Basin with single lever basin mixer with Granite counter.
 - Plumbing & electrical Provision for geyser in toilets.
- Powder room – Counter top Wash Basin with single lever, EWC.
- Plumbing:
 - All water supply lines of CPVC or equivalent.

- Individual provision solar panel with Heat pump
- Plumbing piping provision for solar water in all toilets.
- Doors and Windows:
 - Main door (40mm) - Teak wood door frame with Teak Veneer paneled door shutter or Engineering Flush door.
- Other room doors:
 - Good quality Doors and Shutters for bedrooms
 - Chrome finish hardware
- Toilet Doors:
 - Water proof Shutter and frame for toilets with lamination from inside (WPC).
- Balcony Doors:
 - UPVC/Aluminum sliding doors/casement door in Living room and bedrooms.
- Windows & Ventilators:
 - All windows will be provided with UPVC/Aluminum / Equivalent.
- Kitchen / Utility:
 - Provision for water purifier and instant geyser in kitchen.
 - Provision for washing machine/dryer and dishwasher in utility.
- Electricals:
 - TV point in the living room and in all bedrooms.
 - Fire resistant electrical wires of GM/Anchor make or equivalent.
 - Branded modular switches.GM/Anchor/Philips make or equivalent.
 - Miniature circuit Breaker (MCB) for each room provided within each villa.
 - For safety, one Earth Leakage Circuit Breaker (ELCB) for the villas.
 - Telephone - points in all bedrooms, living room and family room.
 - Provision for internet points/OFC in MBR, living room and family room.
 - Bio Metric access for Main door.
 - Provision for split AC in all rooms.
- Power Provisions:
 - 8 KW to 10 KW depending upon the size of the villa.
- DG Back Up:
 - Power back up for common area & Villa

ANNEXURE-4
COMMON AREAS/Common Amenities/Facilities

COMMON AREAS

The List of common Areas are as follows:

- 1..
- 2...
- 3...

COMMON AMENITIES/FACILITIES

INDOOR AMENITIES:

- Club House
 - Gym,
 - Badminton Court,
 - Banquet Hall,
 - Library,
 - Cafeteria,
 - Grocery Store,
 - Salon.

OUTDOOR AMENITIES:

- Swimming Pool,
- Golf Putting area,
- Walking Pathway,
- Amphitheater,
- Barbeque area.

PART-A- AMENITIES/ FACILITIES WILL BE DELIVERED AT THE COMPLETION OF PHASE-1 DEVELOPMENT

PART-B- AMENITIES/ FACILITIES WILL BE DELIVERED ON COMPLETION

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OF PHASE-2 DEVELOPMENT

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the date and the year first hereinabove written.

SIGNED AND DELIVERED by)

.....)

through its Authorised Signatory -)

)

SIGNED by)

Purchaser(s))

In the presence of the following witnesses:

1.		Name:
		Address:

2.		Name:
		Address

PROMOTER

PURCHASER