
AGREEMENT TO SELL

This Agreement to sell is made and executed on the ____ day of July, 2022 at Bangalore.

BY AND BETWEEN

1. **HPR CONSTRUCTIONS**, represented by Mr. Adishesha H.K, a Sole Proprietor, aged about bearing AADHAR No. 2964 7537 6358) and PAN: AAHPA8284D) having their registered office at #67, Shivashakthi Enclave Krishna Reddy Layout Domlur, Bangalore - 560071, hereinafter referred to as the "**Developer**" (which expression, unless repugnant to the context or meaning thereof, shall mean and include its successors-in-interest and permitted assigns).

AND

2. **Mr. T B R BOROJANNA**, (AADHAR: 5116 4023 4058); (PAN : **AAAHT3683G**) S/o T B Rajoo, Aged about 73 Years, residing at No. 3, Spencer Road Frazer Town Bangalore - 560065 hereinafter referred to as "**L1**";
3. **Smt. BHARGAVI**, (AADHAR: 8130 5192 3664); (PAN : **AVNPB1153F**) D/o T B R Borojanna, aged about 41 years, residing at No.3 Spencer Road Frazer Town Bangalore - 560065, hereinafter referred to as "**L2**"; and
4. **Smt. SHAMBAVI BOROJANNA** (AADHAR: 2991 8003 7133); (PAN : **DAZPB7962E**) D/o T B R Borojanna, aged about 41 years, residing at No.3 Spencer Road Frazer Town Bangalore - 560065, hereinafter referred to as "**L3**";

L1, L2 and L3 (as described above), shall be collectively referred to as the "**Landowners**" unless the context requires otherwise, whose details are as follows:

Landowners are represented by HPR CONSTRUCTIONS, holder of registered power of attorney bearing document number HLS-4-00099-2022-23, dated 01.06.2022, stored in CD No. HLSD1015, at the office of the Sub-Registrar, Ulsoor, Bangalore.

Unless expressly stated to the contrary, Developer and Landowner shall collectively be referred to as "**Promoter**", as defined and understood under the Real Estate (Regulation & Development) Act, 2016 and rules thereunder.

IN FAVOUR OF

5. *[If the Allottee is a company]*

_____[insert name], (CIN _____), a company incorporated under the Companies Act, (1956 or 2013) and any statutory amendments thereto; having its registered office at [_____] Insert address], (PAN _____), represented by its authorized signatory, [_____] Insert name of authorised signatory], duly authorized by board resolution dated _____, hereinafter referred to as "**Allottee(s)**" (which expression, unless repugnant to the context or meaning thereof, shall mean and include its successors-in-interest and permitted assigns).

[If the Allottee is a Partnership firm]

_____ [insert name], a partnership firm registered under the Indian Partnership Act, 1932 (Central Act 9 of 1932), having its principal place of business at _____ [insert address], (PAN _____), represented by its authorised partner _____, (AADHAR No. _____) authorised vide _____, hereinafter referred to as the "**Allottee(s)**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or the partners for the time being of the said firm, the survivor or survivors of them and their heirs, successors-in-interest, executors, administrators and permitted assignees).

[If the Allottee is an Individual]

Mr./Ms. _____, (AADHAR No. _____) Son/Daughter of _____ aged about _____, residing at _____, (PAN _____), hereinafter referred to as the "**Allottee(s)**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, successors-in-interest, executors, administrators and permitted assignees).

[If the Allottee is a HUF]

Mr. _____ [insert name], (AADHAR No. _____) S/o _____ aged about _____, for self and as the Karta of Hindu Joint Mitakshara Family known as [_____ Insert name of HUF], having its place of business/residence at _____, (PAN _____), hereinafter referred to as the "**Allottee(s)**" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees.)

"Party" and "Parties" shall mean the Promoters and Allottee(s) referred to individually or collectively, as the context requires

WHEREAS

- A. Landowners are the sole and absolute owners of the land measuring about 13,500 Square feet carved out of property bearing number 3/2 (old No. 7/A and 13), situated at Spencer Road Frazer Town, Civil Station, Bangalore, 560005 ward No. 78, Pulikeshinagar, old ward No. 91 having PID Bearing No. 91-76-3/2 is hereinafter referred to as the "**Project Land**", details of which are set out in **Schedule- A** attached hereto).
- B. With the intention of developing a residential Apartment Building on the Project Land, Landowners have executed a Joint Development Agreement dated 01.06.2022 with the Developer, registered as Document No. HLS-1-01246-2022-23 (the "**JDA**") stored in CD No. HLSD1015 at the office of the Sub-Registrar, Ulsoor, Bangalore.
- C. Landowners have also executed Power of Attorney (the "**POA**") dated 01.06.2022 in favour of the Developer, registered as document number HLS-4-00099-2022-23, stored in CD No. HLSD1015, at the office of the Sub-Registrar, Ulsoor, Bangalore, which POA includes the nominees and assigns of the Developer; to facilitate project development and to do all such acts and deeds including entering into agreements for sale with prospective Allottees.

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- D. Promoters had applied for and obtained from the BBMP, Plan Sanction for a residential apartment building, which sanction was granted on 02.07.2022 vide plan No. PRJ/0195/22-23IN (the "**Sanctioned Plan**"), for the construction of the Building on the Project Land and the copy of which is attached to this Agreement and marked as **Schedule - A**.
- E. Promoters have named the project proposed to be developed on the Project Land as "*Spencer Oaks*" (the "**Sanctioned Project**"), which the Promoter proposes to construct and develop, along with common areas, facilities and amenities appurtenant thereto.
- F. The Promoters have 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 registration No. _____ to this Project, details of which can be seen on <https://rera.karnataka.gov.in>, and a copy of the registration certificate is attached to this Agreement and marked as **Annexure - 4**.
- G. Given the time required for construction and development of the Project, Promoter is likely to apply for an extension of the completion date for the Project, in accordance with Applicable Law.
- H. Pursuant to the Allottee(s) application, Promoter has allotted _____ Apartment bearing No. _____ on the _____ Floor of the building located in the Project land, having a Carpet Area measuring approximately _____ square meters (_____ square feet) ,corresponding to a Super Built Up Area measuring approximately _____ square meters (_____ square feet) which includes a proportionate undivided interest in the Common Areas of the Project along with _____ Parking Space, the spot identification of which will be determined by the Promoter, at its discretion, after finalization of parking layout, hereinafter referred to as the "**Allottee's Unit**" which is more fully described in **Schedule - B**.
- I. Allottee(s) has/have requested, and Developers have given the Allottee(s) digitized copies of the following documents for verification of title and rights of the Developer to construct and sell the Apartment:
- (i) All documents of title relating to the Project Land, including a list of encumbrances thereon;
 - (ii) All documents mentioned in the recitals;
 - (iii) All No-Objection Certificates, Approvals, consents, registrations, permissions, building plans, floor plans, specifications, and sanctioned plan for development of the Project;
 - (iv) Title opinion obtained by the Developer;
 - (v) All other documents as required to be disclosed to the Allottee(s) under relevant provisions of the Act.
- J. Prior to execution of this Agreement, Allottee(s) has/have obtained independent legal advice with respect to this Agreement, the transaction contemplated herein, and rights and liabilities of the Parties with respect to the Allottee(s) Apartment and is/are satisfied that – (i) the Landowner's title to the Project Land 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 Project in accordance with the Sanctioned Plan.
- K. Allottee(s) 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. Promoters are fully competent to enter into this Agreement and all legal formalities, with respect to the right, title and interest of Promoters regarding the Project Land.
- M. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- N. Pursuant to Section 13 of the Act, Promoter is required to execute a written agreement to sell an Apartment to the Allottee(s), i.e., this Agreement to sell and purchase the Allottee(s) Apartment, and if required, to also register the Agreement under Applicable Law.
- O. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now entering into this Agreement on the terms and conditions appearing hereinafter.
- P. The list of Schedules and Annexures attached to this Agreement are as follows:

(i)	Schedule - A	Project Land and Sanctioned Plan
(ii)	Schedule - B	Allottee's unit
(iii)	Schedule - C	Khata
(iv)	Schedule - D	Rights and Obligations of the Allottee(s)
(v)	Schedule - E	Terms and Conditions for use of Parking Space
(vi)	Schedule - F	Specifications and list of Amenities
(vii)	Schedule - G	Payment Plan
(vii)	Annexure - 1	Definitions and Interpretations
(viii)	Annexure - 2	Warranties and exceptions
(ix)	Annexure - 3	Deposits and Charges
(x)	Annexure - 4	RERA Certificate

- Q. In accordance with the terms and conditions set out in this Agreement as mutually agreed upon by and between Parties, the Promoters hereby agree to sell, and the Allottee(s) hereby agrees to purchase the Allottee's Apartment on the terms and conditions contained herein.

NOW IT IS AGREED AS FOLLOWS

1. ALLOTTEE'S APARTMENT, SALE CONSIDERATION & BANK ACCOUNT

1.1 Description of Allottee's Apartment

Allottee(s) hereby agrees to purchase from Promoters and Promoters hereby agrees to sell to Allottee(s), the Allottee's Apartment, being a _____ **BHK** apartment, bearing unit no. _____ on the _____ Floor along with _____ Parking Space.

- (i) Carpet Area measuring approximately _____ sq. meters (_____ sq. feet) and
- (ii) Exclusive balcony measuring approximately _____ sq. meters (_____ sq. feet), and
- (iii) Exclusive terrace measuring approximately _____ sq. meters (_____ sq. feet),

Which Allottee's Apartment is more fully described in **Schedule – B** attached to this Agreement. The exact location of the Parking Space will be finalized by Promoter only upon completion of the Sanctioned Project in all respects.

1.2 Sale Consideration

- i. Allottee(s) hereby agrees to purchase the Allottee(s) Apartment for an aggregate sale consideration of ₹ _____ (**Rupees _____ only**) (the "**Sale Consideration**"), which includes cost of Carpet Area of the Allottee's Apartment, Built Up Area, a proportionate undivided interest in the Common Areas of the Project, and other areas exclusive to and/or appurtenant to the Allottee's Apartment, and excludes Taxes and includes Deposits and Charges. Payment of all Deposits and Charges is an integral part of the obligations and duties of the Allottee(s) and failure to pay the Deposits and Charges or any part thereof shall be deemed to be a material breach of the Allottee(s) obligations herein.
- ii. (b) Prior to execution of this Agreement, Allottee(s) has/have made part payment of the Sale Consideration to the Promoter as advance payment, the payment and receipt of which the Promoter hereby acknowledges. Allottee(s) expressly agrees that _____ (ten percent) of the Sale Consideration plus Taxes is the advance amount and shall be referred to as the "**Advance Amount**" hereafter.
- iii. Notwithstanding anything contained herein the Allottee shall make the payment of the total consideration of _____ /- (Rupees _____ Only) towards purchase of the Allottee(s) Apartment bearing No. _____ on the _____ Floor in the Building Known as "**Spencer Oaks**", admeasuring about _____ sq. feet., having built up area equivalent to _____ sq. meters or thereabouts, along with _____ reserved car parking.
- iv. On or prior to the execution hereof a sum of Rs. _____ /- (Rupees _____ only) as part consideration being 1 % of the Sale Consideration (Part Consideration) (the Promoter doth hereby admit and acknowledge the payment and receipt thereof and discharge the Allottee(s);
- v. a sum of Rs. _____ /- (Rupees _____ only) being the balance consideration for sale of said Premises ("Balance Consideration") is due and payable as per the payment plan;

In addition to (i) above, the Allottee has on or prior to the execution hereof paid the following amounts/other charges/statutory payments to the Promoter as under;

{_____}

{_____}

{_____}

1.3 Account Details

All payments made by Allottee(s) towards Sale Consideration, Taxes as well as Deposits and Charges shall be made to the Designated Account, details of which are as follows:

<i>Account Number</i>	:
<i>Name of Bank</i>	:
<i>Address</i>	:
<i>IFSC</i>	:

Parties are bound by the definitions contained in Annexure – 1.

2. AGREEMENT TO SELL AND PURCHASE

That in consideration of Allottee(s) paying - (a) the agreed Sale Consideration, (b) Deposits and Charges, (c) Taxes, and (iv) complying with Allottee(s) Covenants and obligations herein, Promoters agree to sell to Allottee(s) and Allottee(s) agrees to purchase the Allottee's Apartment per the terms of this Agreement.

3. TERMS OF PAYMENT

3.1 Deposits & Charges

- a) In addition to the Sale Consideration and Taxes, the Allottee(s) shall pay all Deposits and Charges mentioned in **Annexure – 3 ("Deposits and Charges")** as per the Payment Plan. The Deposits and Charges exclude Taxes, which will be calculated when the demand is raised. Allottee(s) shall pay the Deposits and Charges and Taxes in full
- b) The Sale Consideration shall be escalation-free. Provided however, the Allottee(s) agrees to pay any increase on account of 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 Allottee(s) and Promoter and mutually agreed upon. Consequently, the Allottee(s) shall have no right to renegotiate or claim a refund of the Sale Consideration in comparison with the other Allottees of Apartments in the Project for any reason whatsoever.

3.2 Advance Amount & Payment Plan

- (a) Allottee(s) confirms receipt of the allotment letter for Allottee's Apartment. In strict compliance with the terms of allotment, Allottee(s) has paid the Advance Amount, which Promoter acknowledges.
- (b) In adherence with Section 19 of the Act and conditions of this Agreement, Allottee(s) agrees to pay the balance of the Sale Consideration, applicable Taxes, and all Deposits and Charges, without any delay or default, strictly complying with the Payment Plan. In the event of any acceleration in payment on account of Promoter having completed one or more stages of construction in advance, Allottee(s) shall make the corresponding additional payment without demur or delay.
- (c) Allottee(s) is fully aware and has agreed that time is of the essence of this Agreement. Consequently, strict adherence to the Payment Plan and timely payment of instalments demanded per the Payment Plan is the essence of this Agreement.

3.3 Taxes & Deductions

- (a) If there is any change in applicable Taxes on the Sale Consideration, demand notes raised after such change will be increased/reduced automatically. Promoter agrees to enclose a link and/or reference number for the notification/order/rule/regulation resulting in an increase/decrease of development charges or cost/charges imposed by an Authority, along with the demand letter being issued to Allottee(s).
- (b) Tax Deduction at Source ("TDS") on Sale Consideration shall be paid by Allottee(s) as per the provision of section 194 IA of the Income Tax Act, 1961. Allottee(s) shall issue a certificate of

deduction of tax in Form 16B to Promoter within 15 (fifteen) days of receiving/generating the said form. It is clarified that liability and responsibility for payment of TDS in accordance with Applicable Law shall at all times be solely that of Allottee(s).

3.4 *Mode of Payment*

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

3.5 *Loans & Mortgage*

- (a) All costs, expenses, fees, and Taxes in connection with procuring the said loan, mortgage of Allottee's Apartment, servicing and repayment of the said loan, and all liabilities arising out of any default with respect to the said loan and/or the mortgage of Allottee's Apartment, shall be solely and exclusively borne and incurred by Allottee(s).
- (b) Agreements and contracts pertaining to such loan and mortgage shall not impose any liabilities or obligations on the Promoter in any manner. All such agreements and contracts shall ratify the right and entitlement of Promoter to receive the Sale Consideration and Deposits and Charges payable by Allottee(s) under this Agreement.
- (c) If pursuant to sanction of a loan, Promoter is required to confirm and be party to the execution of a tripartite agreement between the lending institution, Allottee(s) and Promoter, Allottee(s) agrees that Promoters obligations under such tripartite agreement are strictly limited to – (i) conveyance of Allottee(s) Apartment at the relevant time; (ii) facilitate handing over the conveyance deed to the lending institution; and (iii) acting upon the instructions of the lending institution under the terms of the tripartite agreement, subject always to Promoters' rights under Clause 6.5 of this Agreement.

3.6 *Khata Transfer Fees & Other Charges*

As and when the Promoter intimates Allottee(s) to take conveyance of the Allottee's Apartment, Allottee(s) shall pay, or reimburse amounts paid by Promoter, on account of khata transfer fees or any other charges that are necessary for securing separate assessment and khata for the Allottee's Apartment, the responsibility of obtaining which shall lie with Allottee(s) alone. It is clarified that Allottee(s) liability and obligation to pay all municipal and property taxes payable in respect of Allottee's Apartment commences immediately upon conveyance of the Allottee's Apartment, or 3 (three) months after Occupancy Certificate has been received, whichever is earlier.

3.7 *Compliance with Foreign Exchange Laws*

It is abundantly made clear to Allottee(s) who is a non-resident/foreign national of Indian origin, that in respect of all remittances towards purchase of Allottee's Apartment it shall be Allottee(s) sole responsibility to comply with applicable provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or such statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. Allottee(s) understands and agrees that in the event of any failure on Allottee's part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India, Allottee(s) shall alone be liable for any action that may be initiated by an Authority under applicable law. Promoter shall not, under any circumstances, be held liable for the acts of commission or omission of Allottee(s) in this regard. Allottee(s) agrees to indemnify and keep indemnified Promoter from any loss or damage caused to Promoter in this regard.

4. CONSTRUCTION & DISCLOSURES

4.1 *Construction*

- (a) Promoter shall construct this Project on the Project Land in accordance with the Sanctioned Plan and Specifications.
- (b) Promoters shall have to obtain prior written consent of Allottee(s) in respect of any variations or modifications that adversely affect Allottee's Apartment and Common Areas of this of the Project.
- (c) Notwithstanding anything contained herein, Promoter shall be entitled to carry out any and all alterations or additions as may be required or permitted by any Authority in accordance with Applicable Law, or such changes and alterations necessitated on account of change in law.

4.2 Allottee(s) agree(s), declare(s) and confirm(s) that:

(a) *Title*

Landowners have made full and complete disclosure of the title of the Project Land and Allottee(s) has satisfied himself/herself/itself/themselves about the authenticity and validity of Landowner's title to the Project Land and Promoter's right to develop the Project Land.

(b) *Approvals*

- (i) Allottee(s) has/have satisfied himself/herself/itself/themselves with respect to the approvals and permissions issued by the relevant Authority in respect of development of the Project.
- (ii) Allottee(s) has/have satisfied himself/herself/itself/themselves with respect to the drawings, plans and specifications in respect of the layout of the project, Common Areas of the project, and Common Amenities and Facilities being provided in this Project.
- (iii) Details of fixtures and fittings being provided in Allottee's Apartment are listed in the Specifications, which Allottee(s) has understood and agreed upon. Allottee(s) agrees and acknowledges that Promoter is entitled, at its discretion, to determine the brand of products finally installed, from amongst brands specified in the Specifications, if any, subject to terms and conditions mentioned

therein. Promoter is not liable, required and/or obligated to provide any specifications, fixtures, or fittings other than those listed in the Specifications.

(c) ***Disclosures***

Allottee(s) acknowledges and confirms that Promoter has made the following disclosures to Allottee(s), which the Allottee(s) has reviewed. Allottee(s) has entered into this Agreement after having understood the consequences and effect thereof. Allottee(s) expressly grants their irrevocable consent to Promoter to undertake every action in relation thereto:

- (i) Conveyance under the Deed of Sale shall be based solely on consumption of FAR for this Project only
- (ii) Subject to rights reserved to Promoter, the Common Amenities and Facilities of the Project, and Common Areas of the Project are to be maintained by all Allottees of Apartments in the Sanctioned Project, irrespective of the location of such Common Areas or Common Amenities and Facilities.
- (iii) The Allottee's Apartment, the Common Areas of the Project, and the Common Amenities and Facilities of the Project shall be used strictly in terms of the rules and regulations formulated by Promoter and/or the respective Association(s) of Owners.
- (iv) Subject to terms and conditions of this Agreement and rights reserved to Promoter in order to facilitate uninterrupted and timely completion of the Project, Promoter shall, at the appropriate time, facilitate the formation of an Apex Association for the management and maintenance of Common Areas of the Project and the Common Amenities and Facilities of the Project. The board of managers of such Apex Association will be comprised of one or more representatives from an Owners Association.
- (v) If the Project Land or any part thereof is mortgaged with a bank or financial institution, Promoter will obtain a "no-objection certificate" prior to execution of an agreement to sell with a Allottee.
- (vi) Allottee(s) agrees and acknowledges that the benefit, and enjoyment of all balance unutilised FAR in this Project, proposed FAR, TDR, additional FAR, or incentive FAR if any, shall at all times vest exclusively with the Promoters , which the Promoters are entitled but not required to utilize at their discretion.

5. **TIME IS OF THE ESSENCE**

5.1 Time is of the essence of this Agreement for the Parties.

5.2 Time being of the essence for Allottee(s) as well, Allottee(s) undertakes to pay all amounts due and payable by the Allottee(s) to Promoter, including but not limited to Sale Consideration in accordance with the Payment Plan and/or Deposits and Charges thereby enabling Promoter to complete the Project in a timely manner.

6. **EVENTS OF DEFAULT**

6.1 ***Default by Promoter***

If Promoter fails to issue Possession Intimation on or before Possession Date, Allottee(s) may, at his/her/its/their discretion:

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- (a) Continue with this Agreement, in which event Promoter agrees, subject to Allottee(s) submitting a written demand, to pay to such Allottee(s) Interest on the Sale Consideration paid till then by Allottee(s). Interest shall be payable for every month of delay or part thereof, from the Possession Date, till the date of registration of the Sale Deed, provided Allottee(s) has not deliberately delayed or refused to take conveyance; or
- (b) terminate this Agreement with 30 (thirty) days prior written notice to Promoter, upon the expiry of which this Agreement shall stand automatically terminated, relieving Parties of their respective liabilities and obligations under this Agreement and rendering null and void all rights of the Allottee(s) 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 Allottee(s) the Sale Consideration received till that date, together with Interest.
- (c) On receiving the termination notice being issued by Allottee(s) under Clause 6.1 (b) above, Promoter will be entitled to deal with Allottee's Apartment in any manner of its choosing without any reference to Allottee(s), or any objection or obstruction by Allottee(s), whether or not the cancellation agreement has been executed .
- 6.2 Allottee(s) further agrees and undertakes that upon termination of this Agreement as specified in Clause 6.1(b) and (c), Allottee(s) 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. All costs and expenses associated with and incurred by Promoter in obtaining cancellation of this Agreement shall be borne solely by Allottee(s), which amounts shall be set-off and deducted from the final amount to be refunded to Allottee(s) under Clause 6.1(b). in the event such cancellation / termination is due to reasons attributable to the Promoter, Promoter shall bear all costs and expenses associated with and incurred by Promoter for cancelling the Agreement.

PROVIDED HOWEVER that the Promoter shall be entitled to reasonable extension of 3 (Three) months for giving delivery of said Allottee's Apartment if the completion of building in which the said Allottee's Apartment is to be situated is delayed on account of: -

- (a) War, civil commotion or act of God, pandemic/ epidemic; and/or
- (b) Any notice, order, rule, notification of the Government and/or other public or local or competent authority; and/or
- (c) Any strike, lock-out, bandh or other like cause

6.3 ***Default by Allottee(s)***

- (a) Without prejudice to Promoter's right to charge Interest on payments delayed by Allottee(s), in the event Allottee(s) fails to pay any one or more payments due and payable to Promoter under this Agreement, Promoter will issue the first notice in writing to Allottee(s), by Registered Post AD, or courier with proof of receipt to the last known address provided by Allottee(s), and by email at the email address provided by Allottee(s), notifying him/her/them/it of the default and allow Allottee(s) 15 (fifteen) days per notice to remedy the said default in full and without deductions.
- (b) If Allottee fails to remedy the default pursuant to the first notice, Promoter will issue a final notice to Allottee(s) requiring Allottee(s) to remedy the default within 15 (fifteen) days, in full and without deductions, failing which, Promoter shall be entitled, but not required, to terminate this Agreement

with immediate effect without any further reference or notice to the Allottee(s). The provisions of Clause 6.4 below shall then apply.

- (c) In continuation of Allottee(s) statutory obligations under Section 19(7) of the Act, Allottee(s) shall be liable to pay Interest on all delayed payments which become due and payable by the Allottee(s) to the Promoters under the terms of this Agreement. Notwithstanding anything, any payments made by the Allottee (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 Allottee (s) will be liable to make good any deficit towards payments due.

6.4 Consequences of Default by Allottee(s)

- (a) Upon termination of this Agreement by the Promoter as set out in Clause 6.3 above or pursuant to termination under Clause 6.5(b) and (c) below, Promoter shall refund to Allottee(s) amounts paid towards Sale Consideration for Allottee's Apartment, after deducting the Advance Amount as liquidated damages.
- (b) Allottee(s) agrees and acknowledges that his/her/their/its statutory obligation under Section 19(6) of the Act to make timely payments is of the essence and Allottee(s) failure to do so constitutes an actionable claim under Section 31 of the Act. Allottee(s) also agrees that deduction of the amounts stated in Clause 6.4(a) above is a legitimate and genuine estimate of the loss likely to be suffered by Promoter as a result of Allottee's default.
- (c) If this Agreement is terminated pursuant to Clause 6.3(b) above or Clauses 6.5(b) and (c) below, Promoter agrees to refund the balance amount after deducting the Advance Amount, within a period of 120 (One Hundred and Twenty) working days from the date of the termination, or Promoter confirming in writing that Allottee's refund claim has been initiated, whichever is later.
- (d) Notwithstanding anything stated herein, Promoter shall not be required to pay or refund any amount on this account unless and until Allottee(s) executes all necessary documents evidencing cancellation of this Agreement, including registration of the cancellation agreement if necessary.

6.5 Termination for Convenience

- (a) If Allottee(s) desires to terminate this Agreement for no cause, Allottee(s) shall request the Promoter to terminate this Agreement, which request shall be in writing. Parties agree that a request for termination shall not automatically terminate this Agreement.
- (b) Upon receiving a request for termination, the Promoter may accept such notice provided Allottee(s) has fulfilled the following conditions, namely:
- (i) Has handed over originals of this Agreement and all related documents within 7 (seven) days from the issuance of the termination request; and
- (ii) 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.
- (c) Upon both these conditions being complied with to the satisfaction of Promoter, the Agreement shall stand cancelled and terminated and Promoter will initiate the refund process according to Clause 6.4(a) and (c) above.

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- (d) Promoter shall not be liable to pay Interest on the said refund amount.
- (e) Promoter will be entitled to deal with the Allottee's Apartment in any manner whatsoever, without any reference to Allottee(s), notwithstanding Allottee(s) not having executed the cancellation agreement and or registering the same in case this Agreement is registered.
The aforesaid clauses 6.3, 6.4 and 6.5 shall not be applicable to the Allottee(s), its group companies, subsidiaries, associates and affiliates but shall be applicable to any assignment/ transfer made by the Allottee(s) to third party.

6.6 *Repayment of Housing Loan & Deficit Liability*

- (a) If Allottee(s) has/have taken housing loan facility from any financial institution or bank, then Promoter shall pay the refund amount directly to such financial institution or bank, and such payment shall constitute due and valid refund to the Allottee(s).
- (b) Allottee(s) undertakes and agrees that any deficit or shortfall in amounts payable to a bank or other financial institution that has sanctioned a home loan to Allottee(s) for purchase of the Allottee's Apartment shall be paid by the Allottee(s) to such bank or financial institution directly. Promoter shall not be liable for any such deficit amounts and Allottee(s) hereby agrees to fully indemnify Promoter against any claims made in relation thereto.

7. **PERMISSIBLE DEVIATION IN AREA**

- 7.1 Promoter shall confirm the final Carpet Area of Allottee's Apartment after completion of the Project and prior to registration of the Sale Deed. Subject to a variation cap of $\pm 3\%$ (*plus-minus* three percent) ("**Permissible Deviation**"), variations in the final Carpet Area of Allottee(s) Apartment shall be dealt with in the manner set out in Clause 7.2 below. If the actual Carpet Area at the time of offering possession of Allottee's Apartment is within the Permissible Deviation, the Parties agree that there will be no increase or reduction of the Sale Consideration. Further, Promoter shall not be liable to pay any compensation for variance within the Permissible Deviation.
- 7.2 If the actual Carpet Area at the time of Possession Intimation:
- (a) is smaller by an area above 3% (three percent) but below 5% (five percent) of the Carpet Area stated herein, Promoter shall adjust/refund the calculated amount to Allottee(s) within 45 (forty five) from the date of such final calculation;
- (b) is larger by an area above 3% (three percent) but below 5% (five percent) of the Carpet Area stated herein, Allottee(s) shall pay the balance amount to Promoter within 45 (forty five) from the date of final calculation.
- 7.3 In the event there being any change in the areas or values and consequent imposition of the stamp duty, registration charges and applicable Taxes, Allottee(s) shall be liable to pay the differential amount towards the stamp duty, registration charges and Taxes as may be applicable in case of an increase in the Carpet Area under Clause 7.2(b) above.

8. CONSTRUCTION & COMPLETION

- 8.1 Promoter will construct Allottee's Apartment in accordance with the Specifications. Promoter shall not make or entertain any requests for changes, alteration, or modifications to Allottee's Apartment.
- 8.2 Subject to Allottee(s) having complied with the obligations under this Agreement and there being no Force Majeure circumstances, Promoter shall complete Development of the Project by the Completion Date. Allottee(s) agrees that Promoters may apply for and obtain an extension of 12 (twelve) months for completion of the Project as provided for under the Act. Notwithstanding anything contained herein, and in the event such extension is applied for, the Allottee(s) rights are correspondingly deferred for the period of the extension from the Completion Date till the extended date.

9. CONVEYANCE

- 9.1 Allottee(s) shall strictly comply with their duties under Sections 19(6), (10), and (11) of the Act and undertake(s) to pay all balance amounts due under this Agreement and register the Sale Deed to the Allottee's Apartment within 3 (three) months of the Possession Intimation.

9.2 *Procedure*

- (a) In continuation of the Allottee(s) duties under Sections 19(6), (10), and (11) of the Act and consequent upon Promoter issuing the Possession Intimation, Allottee(s) shall make all payments due under this Agreement, including but not limited to all Deposits and Charges to enable Allottee(s) to register the Sale Deed for the Allottee's Apartment in favour of the Allottee(s).
- (b) In the event Allottee(s) fails to take conveyance within 60 (sixty) days from the date of Possession Intimation, Allottee(s) shall be deemed to have breached Allottee's duties under this Agreement and specifically under Section 19(10) of the Act. Consequently, Clause 6.4 shall apply, without prejudice to any other rights or remedies available to the Promoters under Applicable Law and/or this Agreement.
- (c) However, if Promoter does not terminate this Agreement, the Allottee(s) shall pay all applicable Taxes, Deposits and 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 till the date Allottee(s) takes the possession of the Allottee's Apartment. Further, the Allottee(s) shall also be liable to pay demurrage charges to the Promoter at the rate of ₹ 2500/- (Rupees Two Thousand and Five Hundred Only) per month from the expiry of time provided for taking possession till such time the Allottee(s) actually takes possession of the Allottee's Apartment. The payment of demurrage charges stated herein shall not be applicable to BCCL its group companies, subsidiaries, associates and affiliates but shall be applicable to all third party transferee.

9.3 *Costs Associated with Conveyance*

- (a) The Allottee(s) shall pay applicable stamp duty and registration fees for conveyance, in accordance with then Applicable Law.
- (b) The Allottee(s) shall also bear the legal costs associated with the preparation, finalisation, completion, and execution of the documentation (including but not limited to this Agreement, Deed of Sale, and other documents associated therewith).

10. **RIGHT RESERVED TO DEVELOPER IN RELATION TO DEVELOPMENT OF THE SANCTIONED PROJECT**

10.2 Allottee(s) agrees that Promoter will be entitled to free and uninterrupted access, at any point of time, in any part of the Project Land.

10.4 Notwithstanding anything contained in this Agreement, the Promoter shall have an irrevocable and perpetual licence 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 Sanctioned Project as a "HPR CONSTRUCTIONS". 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 any location on the Project Land.

11. **REPRESENTATIONS AND WARRANTIES**

11.1 Promoter acknowledges that Allottee(s) has entered into this Agreement and has agreed to purchase the Allottee's Apartment from Promoter, taking into consideration the Disclosures made by Promoter and based on the representations and warranties set out below (the "**Promoters Warranties**"):

- (a) Landowners are the owners of the Project Land, and except for the encumbrances and litigations disclosed, no Person other than the Landowner has any right (legal or beneficial), claim, interest or demand in any manner whatsoever to or in respect of Project Land;
- (b) Promoter has the power to enter into and perform this Agreement and upon execution, this Agreement, would constitute legal, valid and binding obligations on Allottee(s) and Promoter;
- (c) 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 Project Land which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (d) 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 Allottee's Apartment;
- (e) 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 Allottee's Apartment in the manner herein contemplated;
- (f) 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;
- (g) Promoter agrees to do and execute or cause to be executed all acts, deeds and things, as may be asked for/required by Allottee(s) and, at the cost of Allottee(s) for more fully and perfectly assuring title of the Allottee(s) to the Allottee's Apartment.

11.2 Allottee(s) acknowledges that Promoter has entered into this Agreement and has agreed to sell the Allottee's Apartment based on the representations and warranties set out below (the "**Allottee(s) Warranties**"):

- (a) Allottee(s) has the power to enter into and perform this Agreement and upon execution, this Agreement, would constitute legal, valid and binding obligations on Allottee(s);
- (b) Allottee(s) confirms and acknowledges, that Allottee(s) has been furnished with copies of all the title deeds relating to Project Land and the Sanctioned Plan and Allottee(s) after being satisfied with the title of Landowners to the Project Land and Promoters' right to develop the Project Land, has entered into this Agreement;
- (c) That Allottee(s) has been furnished with all the details pertaining to the Disclosures made by Promoter and after understanding the same, Allottee(s) has/have entered into this Agreement;
- (d) Allottee(s) authorizes Promoter to adjust/set-off all payments made by him/her under any head(s) of the instalments of the Payment Plan, which amounts are due and payable by Allottee(s) to Promoter and are outstanding amounts against the Allottee's Apartment; and Allottee(s) undertakes not to object/demand/direct the Promoters to adjust the payments in any other manner.

12. **ASSURANCES, COVENANTS AND UNDERTAKINGS OF THE ALLOTTEE**

12.1 Allottee(s) assures, undertakes and covenants (the "**Allottee(s) Covenants**") as follows:

- (a) That Allottee(s) shall not be entitled to claim conveyance of the Allottee's Apartment until Allottee(s) fulfils and performs all the obligations and pays all amounts due under this Agreement.
- (b) That Allottee(s) shall not claim damages or compensation against Disclosures.
- (c) Allottee(s) shall not seek partition or division or separate possession of the undivided interest in common areas and facilities appurtenant to the Allottee's Apartment; question or challenge the sale price agreed between the Promoters and other Allottees of Apartments in the Sanctioned Project; or seek to revise the Sale Consideration under the Agreement for any reason whatsoever.
- (c) Allottee(s) shall not seek partition or division or separate possession of the undivided interest in common areas and facilities appurtenant to the Allottee's Apartment; question or challenge the sale price agreed between the Promoters and other Allottees of Apartments in the Sanctioned Project; or seek to revise the Sale Consideration under the Agreement for any reason whatsoever.
- (d) Allottee(s) shall neither seek nor carry out any modifications or changes to the Allottee(s) Apartment at any time, whether during the course of construction or after handing over physical possession of the Allottee(s) Apartment, and that this prohibition is necessary to ensure the structural safety of the Towers and preserve applicable warranties.
- (e) Allottee(s) shall execute Form - B as provided in the Karnataka Apartment Ownership Act, 1976 simultaneous with the Deed of Sale to become a member of the Owners Association.
- (f) After management of the Common Amenities and Facilities of the project is handed over to the Owners Association, Allottee(s) along with the other owners shall ensure periodic inspections and

upkeep of the Common Amenities and Facilities of the project, and shall not hold the Promoter liable for the same.

- (g) Promoter shall not be liable to the Allottee(s) or the Owners Association for any consequences arising from the Allottee(s) or Owners Association's or the Apex Association's failure to properly use, operate, maintain, and manage the Common Amenities and Facilities of the Project as well as the fire safety equipment, fire protection systems, their supporting equipment, pollution control and other general safety equipment, related facilities and services.
- (h) Allottee(s) 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 Allottee's Apartment to Allottee(s).
- (i) Statutory payments levied by competent authorities under the law, in respect of any services which the Promoters render to the Allottee(s) pursuant to this Agreement, shall be borne by the Allottee(s) and the Allottee(s) will indemnify the Promoter of any instances of Taxes on this Agreement, accruing in future.
- (j) The Allottee(s) covenants to be bound by and comply with the Rights and Obligations.
- (k) The Allottee(s) shall not alter or subscribe to any alteration of the name of the Sanctioned Project under any circumstance whatsoever. The Promoters alone will be entitled to make any changes to the name of the Sanctioned Project.
- (l) Allottee(s) acknowledges and agrees that the Project is an independent real estate project as defined under the Act, and all rights, liabilities, and remedies of the Parties are statutorily limited to the Sanctioned Project exclusively.
- (m) At any time during the progress of works of the Allottee's Apartment, the Allottee(s), 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.
- (n) All interior related works by the Allottee(s) can be taken up only after registration of the Deed of Sale. Promoters do not owe any responsibility for any breakages, destruction, impairment, or damages caused by the Allottee(s), or the persons employed/contracted by the Allottee(s), to any of the finishing works, Common Areas of the Project, or to the structure already handed over to the Allottee(s). The Promoter is not liable for any kind of theft, pilfering, or burglary, that occurs or may occur after registration of the Deed of Sale.
- (o) Allottee(s) covenants that the Allottee(s) shall comply with all the rules and regulations pertaining to Common Areas of the Project and the Common Amenities and Facilities of the Project.
- (p) Allottee(s) covenants not place any heavy material in the Common Areas of the Tower in which the Allottee's Apartment is located.
- (q) Allottee(s) shall be solely responsible to keep the walls, drains, pipes and other fittings in Allottee's Apartment in good and working condition at his/her own cost, so as to support and protect the parts of the Tower, and also to carry out any internal works or repairs as and when required by the Owners Association or Apex Association, as the case may be.

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- (r) The Allottee(s) agrees that all the above covenants and assurances of the Allottee(s) as set out above shall continue up to the date of execution of the Deed of Sale and shall be deemed repeated and included under the Deed of Sale.

12.2 The Allottee(s) 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 Project, the Sanctioned 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 Allottee's Apartment and shall be payable by the Allottee(s) within a period of 15 (Fifteen) 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 Allottee(s) is subject to Allottee(s) making full payment of these amounts, without demur.

12.3 The Allottee(s) hereby covenants and confirms that it shall be the sole responsibility of the Allottee(s) to review and visit the website (<https://rera.karnataka.gov.in>) as and when updated by an Authority, to get regular updates on the development/construction approvals of the Project.

12.4 The Allottee(s) agrees and covenants that the Promoter shall not be held liable for any representations/commitments/details/information provided by any real estate agent/broker/channel partner, of whatsoever nature, which are not stated in this Agreement or not directly provided, authorized, and ratified by the Promoter.

12.5 The Allottee(s) agrees that the Promoters shall not be responsible, accountable or liable in any manner whatsoever to any Person including the Allottee(s), the Association for any act, deed, matter or thing committed or omitted to be done by the maintenance service provider in due course of such maintenance, management, control and regulation of the Sanctioned Project, as the case may be.

13. NATURE OF RIGHT OF USAGE

13.1 It is agreed that the Allottee(s) Apartment shall be used only as a residence, whether by the Allottee(s) or by a tenant of the Allottee(s).

13.2 It is agreed that the Allottee(s) Parking Space shall be used only in accordance with the rules and regulation set out in **Schedule – F** attached hereto.

13.3 All the Common Areas, Common Amenities and Facilities of the project shall be for non-exclusive use and will be controlled by the rules and regulations of the Owners Association.

14. ASSOCIATION OF OWNERS

14.1 *Association of This Project*

(a) The Promoter may facilitate formation of the Owners Association by registering the Deed of Declaration no later than 10 (ten) working days prior to the Completion Date. 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 apartment owners in the Project.

(b) On and from the date of registration of the Deed of Sale of Allottee(s) Apartment and until registration of the Apex Deed of Declaration, the Allottee(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 Allottee(s) Apartment, in any manner whatsoever, shall be subject to such rules and regulations. The mere acquisition, rental, or taking on license of the Allottee(s) Apartment or the mere act of occupancy of the Allottee(s) Apartment, shall signify that the rules are accepted, ratified and will be complied with by the acquirer, tenant or licensee.

14.2 *Apex Association*

- (a) Simultaneous with registration of the Deed of Declaration for the Sanctioned Project, the Promoter shall also submit and register an Apex Deed of Declaration in relation to the Sanctioned Project. All associations of owners previously formed by the Promoter, including the Owners Association, shall be members of the Apex Association. Provided however, that no individual apartment owner shall be a member of such Apex Association. Provided further that Promoter is neither liable nor responsible for holding of elections or constituting a managing committee of the Apex Association, which shall be the exclusive responsibility of apartment owners in the Sanctioned Project.
- (b) On and from the date of registration of the Apex Deed of Declaration, the Allottee(s) shall be governed, inter alia, by the rules and regulations set out in the Apex 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 Allottee(s) Apartment, in any manner whatsoever, shall be subject to such rules and regulations. The mere acquisition, rental, or taking on license of the Allottee(s) Apartment or the mere act of occupancy of the Allottee(s) Apartment, shall signify that the rules are accepted, ratified and will be complied with by the acquirer, tenant or licensee.

15. **MAINTENANCE**

- 15.1 Promoter or Owners Association shall have rights of unrestricted access of all Common Areas, basement areas for providing necessary maintenance services. Allottee(s) shall permit the Promoter or Owners Association to enter the Allottee's Apartment or any part thereof, after due notice and during normal working hours, unless circumstances warrant otherwise, to carry out necessary repairs.
- 16.2 Notwithstanding anything contained herein and in order to ensure maintenance, operation and management of Common Areas of the project, Promoter or the agency appointed by the Promoter will be the exclusive maintenance service provider for maintenance of the Common Areas, Common Amenities and Facilities of the project. Allottee(s) is liable to pay the amounts charged by Promoter for the maintenance services provided, without delay or demur. The Allottee(s) shall not make arrangements with any outside agency for the maintenance of the Common Areas and the Amenities until the Apex Association of Owners takes over the maintenance of the Project.

16. **INTELLECTUAL PROPERTY RIGHTS**

The Allottee(s) 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 Allottee(s) or any other Person.

17. DEFECT LIABILITY PERIOD

- 17.1 Subject to the Allottee(s) adhering strictly to the apartment use and maintenance manual, normal wear and tear, and Warranty Exceptions, if within a period not exceeding 5 (five) years commencing from date of issue of Occupation Certificate for the project, Allottee(s) brings any structural defect in the Allottee(s) Apartment or the Tower within which the Allottee(s) Apartment is located to the notice of Promoter, then:
- (a) where such defect or damage is on account of and attributable solely to the Promoter failing to exercise diligence in construction of the Allottee(s) Apartment and/or Tower within which the Allottee(s) Apartment is located, the Promoter shall rectify the identified defect at its own cost; or
 - (b) where such defect or damage has occurred on account of the Allottee(s) failing to maintain the Apartment and/or Association failing to maintain all Common Areas of the Project and/or Common Amenities and Facilities of the Project at the standard mandated by the Promoter at the time of handing over possession, the Promoter shall provide the Allottee(s) and/or Association an estimate of the cost of repairs, and upon receiving written acceptance of such estimate, proceed to carry out the repairs so identified.
- 17.2 In the event Promoter fails to rectify defects identified in accordance with Clause 17.1(a) above, Allottee(s) shall be entitled to receive actual costs incurred by the Allottee(s) in undertaking rectification of such defects, subject to proof of payment and invoices being submitted to the Promoter.
- 17.3 The Promoter shall, however, not be liable to comply with its obligations stated in Clause 17.1 above, if the Allottee(s), the Owners Association, or the Apex Association have carried out any unauthorized or prohibited renovations, alterations, modifications, changes, fit-out or any civil works in the Apartment/Tower and/or the defects are on account of the acts or omissions on the part of the Allottee(s) or the other Allottee(s) of Apartments or acts of third parties.
- 17.4 Provided always that, if any structural defect or damage is found to have been caused due to:
- (a) any act of omission or commission of the Allottee(s) or any other Allottees of Apartments in this Sanctioned Project, or
 - (b) due to the negligence of the Allottee(s) or any other Allottees of Apartments in this Sanctioned Project or his/her/their/its agents, or
 - (c) structural defects caused or attributable to the Allottee(s), 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; or
 - (d) using the Apartment in any manner other than as intended under this Agreement or such other reasons attributable to the Allottee(s), then the Promoter shall not be liable to remedy/rectify/repair/replace the arising defects, whether structural or not.
- 17.5 The Allottee(s) shall use or permit the Allottee(s) Apartment to be used as a personal residence only and any non-residential use of the Apartment absolves the Promoter of all liability under this Clause 17. The Allottee(s) further undertakes that he/she/they/it shall use the Allottee(s) Car

Parking only for purpose of keeping or parking his/her/their/its vehicle and shall not rent, sub-let or otherwise permit use of the parking space for any other purpose whatsoever.

18. NOTICES

18.1 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 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.

18.2 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 fax or email, upon receiving written confirmation of receipt from the Party upon

18.3 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, irrespective of the Party having changed its address without notifying.

19. BINDING EFFECT

19.1 Forwarding a draft of this Agreement to the Allottee(s) shall not bind the Promoter or Allottee(s) in any manner, way, or form, unless – firstly, the Allottee(s) executes this Agreement with all Annexures and Schedules, along with making payments as stipulated in the Payment Plan, within 30 (thirty) days of the Allottee(s) 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 relevant Sub-Registrar on the date intimated by the Promoters.

19.2 If the Allottee(s) fails to present himself/herself/itself/themselves/ or their duly authorized power of attorney holder for registration on the date specified, the Promoter shall nevertheless be entitled to present this Agreement for registration in accordance with applicable law. In such circumstances, Promoter is entitled to use any amounts already paid by Allottee(s) toward payment of stamp duty and registration charges, and recover the amounts spent, without interest, from Allottee(s) in any subsequent invoice raised in accordance with the Payment Plan.

19.3 Promoter shall, in such an event, serve a written notice on the Allottee(s) requiring the Allottee(s) 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 Allottee(s) shall be refunded to the Allottee(s) without Interest, subject to the Promoter's right to deduct a cancellation fee of ₹ 100,000 (Rupees One Lakh Only).

20. STAMP DUTY & REGISTRATION CHARGES

20.1 The stamp duty payable on this Agreement, shall be borne by the Allottee(s) exclusively. The Promoter shall have no liability in respect thereto.

22.2 Stamp duty and registration fee, or any demands for deficit prevailing on the date of execution and registration of the Sale Deed, legal expenses for the documentation and execution of this Agreement and the Sale Deed and all expenses for registration of the Sale Deed, shall be borne by the Allottee(s) exclusively. The Promoters shall have no liability in respect thereto. However, in case the Allottee(s) fails to deposit the stamp duty, registration charges and all other amounts payable under this Agreement as a pre-condition to taking conveyance, the Allottee(s) authorizes the Promoters to refuse registration of the Deed of Sale in his/her favour till full and final settlement of all dues to the satisfaction of the Promoter. The Allottee(s) shall be solely responsible and liable for compliance of the provisions of Karnataka Stamp Act, including any actions taken or deficiencies/penalties imposed by the Authority.

21. MISCELLANEOUS

21.1 *Reservation of Rights*

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

21.2 *Provisions of this Agreement Applicable on Allottee(s)/Subsequent Allottee(s)*

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 Allottee's Apartment shall equally be applicable to and enforceable against and by any subsequent Allottee pursuant to the Assignment permitted under this Agreement.

21.3 *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.

21.4 *Amendment*

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

21.5 *Waiver*

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 Allottee(s) 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 Allottee(s) of his/her/their/its duties and obligations under this Agreement.

21.6 *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.

21.7 *Entirety*

This Agreement along with its schedules, the Allotment Letter, and booking application constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any other emails, correspondences, or arrangements, whether written or oral, between the Parties in regard to the Allottee's Apartment.

21.8 *Governing Law and Jurisdiction*

The provisions of this Agreement shall, in all respects, be governed by, and construed in accordance with the laws of India. Parties are aware that disputes hereunder may be adjudicated by various courts and have nevertheless expressly agreed that any and all disputes arising out of, under or in relation to this Agreement shall be mandatorily submitted to the Karnataka Real Estate Regulatory Authority or the Appellate authority for resolution, to the exclusion of all other courts.

22. *Overriding Clauses:*

Notwithstanding anything contained in any of the provisions of this agreement the parties hereto (i.e the Promoter and the Allottee) agree, confirm, declare and record that the following clauses shall prevail over the provisions of this Agreement in case of any conflict with any of the provisions of this Agreement to the extent of such conflict;

- 22.1** The Promoter does hereby declare that the Allottee has duly performed all the obligations (including payment of all amounts) under this Agreement and that now nothing remains due and / or payable by the Allottee to the Promoter towards the aforesaid price or consideration including all other charges.
- 22.2** The Promoter hereby agrees, declares and confirms that the Allottee shall only become liable to pay the outgoings (i.e maintenance charges and other charges) from the date the possession along with OC is handed over to the Allottee.
- 22.3** The Allottee hereby grants consents under the provisions of Real Estate (Regulations and Development) Act, 2016 and the rules made there under, to the Promoter to amend/vary the sanctioned plans, layout/sub-division/amalgamation plan so long as the total area of the said Premises is not reduced and shape and location of the said Premises agreed to be sold under this Agreement is not changed.
- 22.4** The Promoter hereby agree, declare and confirm that this Agreement cannot be terminated by the Promoter in any circumstances whatsoever.

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- 22.5 Till such time the Allottee has not paid the Balance Consideration in terms of Article 1(c) above, the Allottee shall have the right to terminate this Agreement without assigning any reason for the same, and in case of termination by the Allottee herein, the Promoter shall be liable within fifteen (15) days of the date of demand in writing by the Allottee to refund to the Allottee all the amounts already received by it in respect of the Allottee(s) Apartment. Till the entire amount and interest thereon is refunded by the Promoter to the Allottee the same shall be a charge on the said building in which the Allottee(s) Apartment is situated or was to be situated. (Note: this clause will only be invoked in case the parties have decided to not go ahead with the second tranche/ balance payment. However, upon payment of the second tranche this clause will not be applicable and our standard termination right related to non-receipt of possession shall be applicable)
- 22.6 Subject to the provisions above and for such matters which the Court may have jurisdiction, and subject further to applicable Laws in this regard, this Agreement shall be subject to the exclusive jurisdiction of the Courts in Bangalore.
- 22.7 The Allottee shall have the right to let, sub-let, transfer or assign or part with Allottee's interest or benefit factor of this Agreement or part with the possession of the said Allottee's Apartment or any portion thereof to any one whomsoever without obtaining any permission of the Promoter. The Allottee shall provide an intimation of the same to the Promoter. Further in case of transfer, the Allottee shall have the right to transfer the said Allottee's Apartment without any payment of any transfer charges or administrative charges or any charges by whatever name called.
- 22.8 The Allottee hereby gives his/her express consent to the Promoter to mortgage the said Property or any part thereof and the buildings under construction or any of them in such manner that the said Allottee's Apartment being sold to the Allottee herein shall not form part of the Mortgage at the time of execution sale deed in favour of the Allottee.
- 22.9 All notices to be sent by the Promoter to the Allottee including notices regarding possession, alleged breaches, amounts due and payable etc or any other notice as specified in this agreement shall provide for Thirty (30) day time to the Allottee to do the needful whether it is calling upon the Allottee to take possession of the said Allottee's Apartment or pay the amounts due and payable or rectifying any alleged breach etc or any other thing as specified in the notice. In case the Allottee defaults to comply with or act on the notice, the Promoter shall vide another notice call upon the Allottee to rectify the same and comply with the notice within a further period of 30 days. The Allottee would not be liable to any penalty or late payment charges until the latter 30 day notice to comply with the terms of the former notice has been sent by the Promoter to the Allottee.
- 22.10 The Promoter hereby agrees and confirms that the Allottee herein is an individual investor/buyer of the Premises and by virtue of the Allottee having invested in similar other premises in this project or any other projects of the Promoter does not make the Allottee a partner/shareholder or a joint owner of the Promoter's project. The Promoter shall not make any representation to the contrary to any third party regarding the same.
- 22.11 The Promoter hereby agrees and confirms that the Allottee herein is an Corporate investor/buyer of the Allottee's Apartment and by virtue of the Allottee having invested in similar other Allottee's Apartment in this project or any other projects of the Promoter does not make the Allottee a partner/shareholder or a joint owner of the Promoter's project. The Promoter shall not make any representation to the contrary to any third party regarding the same.

SCHEDULE - A:

Description of Project Land

The residential project presently named "**SPENCER OAKS**" sanctioned by BBMP vide approval no. _____ dated _____ located on all that piece and parcel of non-agricultural land converted for residential use bearing Survey. Nos. _____ collectively measuring approximately _____ sq. mtrs., situated at _____, bounded on the:

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

SANCTIONED PLAN TO BE ATTACHED:

SCHEDULE - B

Description of Allottee's Unit

A _____ Apartment bearing No. _____ on the _____ Floor of the Project having a Carpet Area of _____ sq. meters. cumulative exclusive balcony area of _____ sq. meters (_____ sq. feet), if applicable, exclusive cumulative terrace area of **N/A** sq. meters (N/A sq. feet), along with _____ Parking Space a proportionate percentage undivided interest in the Common Areas of the Project excluding Limited

Common Areas, along with the non-exclusive right to use the Common Amenities and Facilities of the Sanctioned Project.

SCHEDULE - C

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SCHEDULE - D

Rights & Obligations of the Allottee(s)

Allottee's rights and obligations enumerated herein shall be operative only after registration of the Sale Deed for Allottee's Apartment and are in addition to all rights, duties, and obligations listed in the Deed of Declaration. These rights and obligations are indicative and not exhaustive.

1. RIGHTS

- 1.1 Use and occupation of Allottee's Apartment shall be subject to the terms and conditions contained in this Agreement.
- 1.2 The right to free and uninterrupted passage of water, gas, electricity, and sewerage from and to the Allottee's Apartment through the pipes, wires, sewer lines, drain and water courses, cables which are or may at any time hereafter be, in, under or passing through the Tower and the Project Land or any part thereof.
- 1.3 The right of entry and passage for the Allottee(s) and agents or workmen of the Allottee(s) to other parts of building at all reasonable times after notice for the purpose of repairs or maintenance of the Allottee's Apartment, or for repairing, cleaning, maintaining or renewing the water tanks, sewer, drains and water courses, cables, pipes and wires causing as little disturbance as possible to the other owners and making good any damage caused.

2. OBLIGATIONS

- 2.1 The Allottee(s) shall give to the other Apartments in the Tower, the necessary vertical, horizontal and lateral support and reciprocate and recognize the rights of the other owners in the Tower. All sewers, drains and water lines erected and installed in the Tower are for the common use and enjoyment of all owners and Allottee(s) shall not claim any exclusive rights in this regard. The Allottee(s) shall keep the Allottee's Apartment's walls, drains, pipes and other fittings in good and working condition and in particular so as to support and protect the parts of the Tower, and to promptly carry out all internal works or repairs as required by the Owners Association.
- 2.2 The Allottee(s) shall comply with all the rules and regulations pertaining to electrical installations, fire safety equipment and services, pollution control and general safety equipment and services as may be provided in the Project in which the Allottee's Apartment is located and also in the Common Areas of the Project.
- 2.3 The Allottee(s) shall not at any time, carry on or suffer to be carried on any activity, trade, or pursuit in the Allottee's Apartment that – (i) is illegal, noisy, offensive or dangerous; (ii) can endanger the safety and peaceful enjoyment of apartments by other owners; or (iii) is capable of adversely affecting the economic value of the Project or any part thereof.
- 2.4 If Allottee(s) proposes to sell or lease the Allottee(s) Apartment after registration of the Sale Deed, Allottee(s) shall comply with all rules and regulations notified by the Promoter or Owners Association in this regard.
- 2.5 Allottee(s) shall not be permitted to use the service areas and the basements in any manner whatsoever, other than those earmarked for Allottee(s) Parking, and the same shall be reserved for the use by the Association for rendering maintenance service.
- 2.6 The Allottee(s) shall not put up any hoarding, name plates, signboards, graffiti etc., in place other than that demarcated and allotted by the Promoters.
- 2.7 Interior works are permitted between 9 am to 2 pm and thereafter 4 pm to 6 pm from Monday to Saturday. Neither interior nor exterior works are permitted on public holidays and Sundays, unless

expressly authorized by the Promoter or Owners Association, and on such terms as may be prescribed by them.

- 2.8 In addition to any restrictions, rules, and regulations set out in the Deed of Declaration, and with specific reference to the Allottee's Apartment, the Allottee:
- (a) Shall not combine or attempting to combine or request the combination of one or more Apartments, either vertically or horizontally;
 - (b) Shall not carry out any internal modifications, including but not limited to the demolition of shear walls, providing/creating additional openings in the shear walls, or cover/enclose any open spaces;
 - (c) Shall not change the external elevation;
 - (d) Shall not chisel or attempt to chisel the flooring for any reason whatsoever;
 - (e) Shall not create, change, alter, modify, or relocate the alignment, size, placement, and load of any electrical boxes, switches, switchboards, switch boxes, wall sockets, lighting points, or any other electrical equipment wherever located, in any manner whatsoever;
 - (g) Shall not alter the layout of fixtures in toilets, nor alter, extend, modify, or recast plumbing lines and connections in any manner whatsoever.
- 2.9. Allottee(s) shall bear and be liable to pay any development and/or betterment charges or other levies that are charged, levied or sought to be recovered by the relevant Authority or any other Authority in respect of the Allottee's Apartment, or proportionately if levied on the entire Project.
- 2.10 Allottee(s) shall not in any manner obstruct or cause obstruction to any of the entries or exits of the Sanctioned Project, or obstruct any open area meant to be retained as open space or obstruct free movement of vehicles including fire tenders, and such other vehicles required to ensure safety and statutory compliance.

SCHEDULE - E

Terms and Conditions of Use of Allottee Parking

In addition to all rules, regulations and bye-laws governing allocation and use of Parking Spaces, the Allottee(s) specifically undertakes to adhere to the following terms and conditions for use of the Allottee(s) Parking:

1. The Allottee(s) will at all times act responsibly and safely in the use of the Allottee(s) Parking and comply with all directions given by the Promoter in the day to day use of the Allottee(s) Parking.
2. The Allottee(s) will use the Allottee(s) Parking for the sole purpose of parking a motor vehicle in his/her/its capacity as the owner of the Allottee's Apartment and for no other purpose whatsoever. Allottee(s) shall not park or attempt to park any more motor vehicles in the Allottee(s) Parking than is permitted by the Promoters and Applicable Law.
3. The Allottee(s) will not bring into the Allottee(s) Parking at any time any petroleum or other inflammable volatile oil or substance other than petroleum in the fuel tank of any motor vehicle.
4. The Allottee(s) will not cause any nuisance, damage, obstruction, annoyance or inconvenience to the car parking spaces of other owners/tenants of Apartments.
5. The Allottee(s) will not bring into or on the Allottee(s) Parking or allow to remain there any un-road worthy or excessively noisy motor vehicle or any motor vehicle incapable of being accommodated within a standard passenger car parking space or within the clear height of a level in the Allottee(s) Parking.
6. Parking of vehicles and use of the Allottee(s) Parking is solely at the Allottee(s) risk. The Allottee(s) will have no claim against the Promoters or its contractors or otherwise or against any one whom they represent or any of the employees or agents of the Promoters or its contractors for any loss or damage to property or personal injury or loss of life directly or indirectly related to the Allottee(s) use of the Allottee(s) Parking. Furthermore, the Allottee(s) shall hold Promoter harmless against any such claims and the costs thereof.
7. The Allottee(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.
8. The Allottee(s) will only use the Allottee(s) Parking so allocated and at all times recognises and acknowledges the Promoter's right to re-allocate spaces as required.
9. The Promoter or its contractors may access any part of the Parking Spaces, including the Allottee(s) Parking, at any time for the purpose of inspecting it, doing any necessary repairs or for any other specified purpose.
10. The Promoter, Owners Association, or Apex Association may vary these terms and conditions by adding, altering or deleting any of them.

SCHEDULE - F
Specifications

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1. The Common Amenities & Facilities of the Project are listed in the Specifications. Subject to these conditions, Allottee(s) agrees and accept that:
 - (a) all decisions in relation to the exact specification of equipment and facilities being provided, including but not limited to brand names, cost, dimensions, quality, and quantity will be determined by Promoter, at its sole and absolute discretion, at the appropriate time;
 - (b) the obligations of Promoter hereunder is to provide usable equipment.
 - (c) Promoter makes no promises, assurances or warranties in relation to the equipment provided as all such equipment, materials and services are purchased from third party suppliers, and on such terms and conditions as the third-party suppliers require;
 - (d) all Facilities and Amenities are provided on an "as is" basis and are expressly and specifically excluded from the Promoters obligations pertaining to defect liability and the rectification thereof under this Agreement;
 - (e) the maintenance, management and operation all Facilities and Amenities shall be the responsibility of such agency as the Promoter may have appointed for this purpose or the Owners Association or Apex Association as the case may be, and Promoter shall not be liable for the failure of or defects in the equipment, materials or services provided herein.
 2. Allottee(s) agrees that his/her/its/their use of the Common Amenities & Facilities are subject to the terms and conditions contained in the Agreement and/or rules, regulations incorporated into the Apex Deed of Declaration.
 3. Following are the facilities agreed to be provided by the promoters to the Allottees(s):
 -
 -
 -
 -
 -
 -
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SCHEDULE - G
Payment Plan

No	Payment Milestone	Amount (₹)
1	Initial Advance Amount (Date of Booking)	
2	Balance Advance amount calculated at 9% of Sale Consideration (less Advance amount already paid) payable no later than 15 days from date of issue of allotment letter'	

ANNEXURE - 1

Definitions & Interpretation

I. DEFINITIONS

Unless otherwise stated in the Agreement;

- "**Act**" means the Real Estate (Regulation and Development) Act, 2016 (Central Act of 2016) and includes the Karnataka Real Estate (Regulation and Development) Rules, 2017 where the context so requires and would include all the amendments thereto from time to time.
- "**Advance Amount**" means the total of all sums paid by the Allottee(s) prior to, and simultaneous with the execution of this Agreement, not exceeding 10% of the Sale Consideration, excluding Taxes.
- "**Agreement**" means this agreement to sell the Allottee's Apartment and includes all schedules and annexures attached hereto, as may be amended from time to time.
- "**Apartment**" means mean a dwelling unit, flat, premises, tenement, unit or by any other name called, being a separate and self-contained part of any immovable property located in the Project, together with the non-exclusive conditional use of the Common Areas of the Project and Common Facilities and Amenities of the Project, and intended to be owned by Allottee's thereof.
- "**Apex Association**" shall mean the association of Owners Associations formed and registered in accordance with the Karnataka Apartment Ownership Act, 1972 and the Karnataka Apartment Ownership Rules, 1974 and any amendments thereto.
- "**Apex Deed of Declaration**" means the deed of declaration executed by the Promoter to submit the Sanctioned Project under the Karnataka Apartment Ownership Act, 1972 and rules thereunder.
- "**Applicable Law**" means all laws, statutes, regulations, codes, bye-laws, ordinances, treaties, judgments, decrees, directives, rules, guidelines, orders, policies and other requirements of any Authority having jurisdiction over the Project Land which are in effect or as may be amended, modified, enacted or revoked from time to time hereafter and include the Act wherever the context so requires;

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8. **"Association"** or **"Association of Owners"** or **"Owners Association"** all mean the same, being the association of owners of Apartments, formed in accordance with the provisions of the Karnataka Apartment Ownership Act, 1972, and the Karnataka Apartment Ownership Rules, 1974 and any amendments thereto from time to time.
9. **"Authority"** or **" Authorities"** means the local authority or any other authority created or established, under any law for the time being in force, by the 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 Layout Land.
10. **"Carpet Area"** means the net usable floor area including the area covered by internal partition walls of an Apartment but excluding areas covered by external walls, areas under services shafts, exclusive balconies, verandah's and/or exclusive open terraces and any other Limited Common Areas.
11. **"Completion"** means finishing the development and construction of the Project and includes applying for and obtaining a partial Occupation Certificate or Occupation Certificate for the Project.
12. **"Completion Date"** means _____[INSERT DATE OF COMPLETION], plus three (___) months extension, which the Promoter shall complete the Development, unless extended by the Regulatory Authority in pursuance of an application to that effect.
13. **"Commencement Certificate"** means the certificate issued by the relevant town planning Authority certifying commencement of Project development works.
14. **"Common Areas of the Project"** means and includes areas demarcated and declared as common areas of the Project in the deed of declaration of the Apex Association.
16. **"Common Amenities & Facilities of the project"** means and includes amenities and facilities provided in the Project; the use of which shall be subject to reasonable, non-discriminatory rules and regulations, which all Allottee(s), their family members, tenants, and visitors shall strictly adhere to.
18. **"Competent Authority"** means the Karnataka Real Estate Regulatory Authority, or the Real Estate Appellate Tribunal and any other competent authority under the Act, having jurisdiction over the Project.
19. **"Deed of Declaration"** means the deed of declaration executed by the Promoter to submit the Project under the provision of the Karnataka Apartment Ownership Act, 1972 and rules thereunder.
20. **"Deposits and Charges"** means all amounts payable by the Allottee(s) to the Promoters in addition to the Sale Consideration, details of which are set out in **Annexure – 3** attached hereto, including but not limited to all deposits and/or charges levied (whether prospectively or retrospectively) by any Authority, the Competent Authority, private supplier of electricity, water charges and/or any other amenity or facility and/or additional fire safety measures, infrastructure

costs/charges/deposits, transformer/Sub Station/RMU costs connected work charges, HT/LT cables, meter panel charges, STP infrastructure / levies / cess / surcharge/ duty / fee / other outgoing payable including Labour Cess either to central or state providers from time to time, title insurance or outgoings of any nature.

21. "**Designated Account**" means the bank account opened by the Promoter for depositing 70% of the amounts received from customers, as required under the Act, details of which account is set out in Clause 1.2 of the Agreement.
22. "**Development**" means carrying out and completion all construction, electrical, engineering, and finishing operations on the Project Land in accordance with the Sanctioned Plan and Specifications, as applicable to the Project.
23. "**Disclosures**" means the disclosures set out in Clause 4, made by Promoters to Allottee(s) pertaining to Project, which disclosures have been understood, acknowledged, and accepted by the Allottee(s).
24. "**Force Majeure**" means occurrences of wars, floods, drought, fires, epidemics, pandemics, cyclones, earthquakes or any other calamity caused by nature or events of an unforeseeable nature that disrupt, are capable of disrupting, or adversely affecting Development in the normal course.
25. "**Interest**" means the rate of interest payable under this Agreement by Promoter or Allottee(s) 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).
26. "**Limited Common Area**" means any exclusive area(s) attached to and reserved for the exclusive use of one or more Apartments in the Sanctioned Project, including but not limited to private gardens and private terrace, to the exclusion of the other Apartments and expressly excluded from the Common Areas of the Project and the Common Areas of the Project.
27. "**Occupancy Certificate**" means the occupation certificate or partial occupation certificate, or such other certificate by whatever name called, issued by an Authority, permitting the occupation of Apartments.
28. "**Parking Space**" or "**Parking Spaces**" means a covered or open area as approved by an Authority under Applicable Laws, for parking of one or more vehicles, excluding motorized two-wheelers and cycles, which space or contiguous spaces may be located in the basements, still levels, podium levels, or space provided by mechanized parking arrangements or such other area as may be designated as parking spaces and approved by the Authorities, but shall not include a garage, and the use of which Parking Spaces shall be governed by the such rules and regulations as may be notified by the Developer, in accordance with Applicable Law.
29. "**Payment Plan**" means the schedule of payments, individual and cumulative, payable by Allottee(s), details of which are set out in **Schedule - G** attached to this Agreement.
31. "**Permissible Deviation**" means the allowed variance between the Carpet Area as stated in this Agreement and the final Carpet Area as measured immediately prior to handing over possession of the Apartment to the Allottee(s).
32. "**Person**" means any person, limited or unlimited liability company, corporation, general partnership, limited liability partnership, proprietorship, trust, union, association, court, tribunal,

agency, government, ministry, department, commission, self-regulatory organisation, arbitrator, board, or other entity, enterprise, authority, or business organisation and shall include any other person as defined under Applicable Law.

33. **"Plan"** or **"Sanctioned Plan"** means the approved site plan, development plan, and building plan for the Sanctioned Project.
34. **"Possession Date"** means the date calculated as a period of _____ days from the day following the date on which a copy of the Occupancy Certificate is sent to Allottee(s) by email.
35. **"Possession Intimation"** means the written or oral notification sent by Promoter to Allottee(s) informing Allottee(s) that Allottee's Apartment is ready for possession, and may also contain details of balance amounts due and payable by Allottee(s) to Promoter, interest due on delayed payments if any, Deposits and Charges payable, amongst other details.
36. **"Project Land"** means that portion of land more fully described and marked in **Schedule - A:**
38. **"Allottee's Apartment"** means the Apartment, identified in **Schedule - B** and agreed to be purchased by the Allottee(s), subject to the terms and conditions of this Agreement.
39. **"Allottee's Parking"** means the Parking Space to be used and enjoyed by the Allottee(s) in terms of the conditions laid down in **Schedule - E** attached hereto.
43. **"Sale Consideration"** means the amount as stated in Clause 1.1 of this Agreement, which Allottee(s) has agreed and committed to pay to Promoter for Allottee's Apartment, including but not limited to the cost of land, cost of developing and constructing the Project, internal development charges, external development charges, cost of provisioning and providing all Common Areas, Common Amenities and Facilities of the Project and Common Amenities and Facilities of the Project, but excluding Deposits and Charges, and Taxes.
44. **"Sale Deed"** or **"Deed of Sale"** means the deed of sale to be executed by Promoter, for legally conveying the absolute right, title and interest in Allottee's Apartment in favour of Allottee(s) enabling Allottee(s) to own Allottee's Apartment as heritable and transferable immovable property of Allottee(s).
45. **"Sanctioned Project"** means the entire development being constructed and developed by the Promoter on the Project Land.
46. **"Specifications"** means the specifications of fixtures, fittings and amenities used in the construction and development as set out in **Schedule - F** attached hereto.
47. **"Super Built Up Area"** of any Apartment means the aggregate of - (i) the Carpet Area of such Apartment, (ii) area covered by the external walls of the Apartment, (iii) common balconies and terraces and a proportionate undivided interest in the Common Areas and Facilities of the Project which includes the underlying Project Land and common area used for housing the Common Amenities and Facilities of the Project.
48. **"Taxes"** means all applicable amounts payable to or levied on account of taxes, charges, tolls, tariffs, assessments, duties, levies, cesses, 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 Apartment.

II. *Interpretation*

1. Unless the context otherwise requires in this Agreement,

- (i) In this Agreement, any reference to any statute or statutory provision shall include all the current statutes either state or central, their amendment, modification, re-enactment or consolidation;
- (ii) any reference to the singular shall include the plural and vice-versa;
- (iii) any references to the masculine, the feminine and the neutral gender shall also include the other;
- (iv) the recital, annexures and schedules annexed herein forms part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any recitals, annexures and schedules to it;
- (v) the word "day" or "business day" would be construed as a day which is not a Sunday, or a public holiday or a bank holiday under the Negotiable Instruments Act, 1881 at Bangalore;
- (vi) in determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a business day, then the period shall include the next following business day;

2. *Harmonious Interpretation and Ambiguities within the Agreement*

2.1 In case of ambiguities or discrepancies within the Agreement, the following shall apply:

- (i) Between two Clauses of this Agreement, the provisions of the specific Clause relevant to the issue under consideration shall prevail over general provisions in the other Clauses.
- (ii) Between any value written in numerical or percentage and in words, the words shall prevail.
- (iii) reference to this Agreement or any other deed, agreement or other instrument or document shall be construed as a reference to this Agreement or such deed, other agreement, or other instrument or document as the same may from time to time be amended, varied supplemented or novated;
- (iv) no Clause in this Agreement limits the extent or application of another Clause;
- (v) headings to clauses, parts and paragraphs are for convenience only and are not intended in derogation of Applicable Law;
- (vi) the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- (vii) this Agreement is a joint draft of the Parties and any rule of statutory interpretation interpreting agreements against a party primarily responsible for drafting the agreement shall not be applicable to this Agreement.

ANNEXURE - 2
Warranty 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 17 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.
- (d) Sanitary and plumbing fixtures (including traps) – any defects arising not out of manufacturing for pipes and fixtures.
- (e) Tiles for flooring and dado.
- (f) Natural stones – thresholds/cooking platform/counters for washbasins.
- (g) SS sink – set complete for defects arising NOT out of manufacturing.
- (h) Conduits used for electrical works, cables/wires.
- (i) All Electrical switches/ sockets including cover plates – not arising out of manufacturing.
- (j) Equipment's used in the Clubhouse (pool tables, gym equipment, pumps, light fixtures, pool equipment's) – with limited warranty as covered by the manufacturer.
- (k) Fire fighting – hose reel and sprinklers, supply lines/joints.
- (m) 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.
- (n) Limited warranty against waterproofing – covered up to the warranty provided by the vendors for this activity.
- (o) any other fixture provided such as signage's, post boxes, lockers provided at clubhouse including the furniture, light fixture, exhaust fans, etc.,.
- (p) All false ceiling materials provided for lobbies and toilets.
- (q) Paints for the units as well as external, Marking for driveways, parking marking, column edge protections, road/drive way humps, pavers, traffic – mirrors.
- (r) STP's, WTP's, Panels, and all other service equipment – with limited warranty as provided by the manufacturer.

ANNEXURE - 3
Deposits & Charges

No.	Particulars	Amount (INR)
1.		
2.		

3.

4.

ANNEXURE - 4
RERA Certificate

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

SIGNED AND DELIVERED by)
HPR CONSTRUCTIONS ("**Promoter**"))
through its Authorized Signatory)

SIGNED AND DELIVERED by)
Landowners)
through their POA Holder HPR Constructions)

SIGNED by)
Allottee(s))
)

In the presence of the following witnesses:

1.		Name:
		Address:

2.		Name:
		Address