

AGREEMENT TO SELL

THIS AGREEMENT TO SELL is made and executed on this theday
of September, Two Thousand Twenty Four (00/09/2024) at Bangalore.

BY AND BETWEEN

Mrs. IFFATH FATHIMA

Aged about 57 Years,
W/o Naseer Humayun,
Aadhaar No: 7834 7159 2974,
PAN: ABBPF8126E,

Residing at No. 82/83, Ferns Residency, Hennur Main Road, K narayanapura,
Bangalore North, Bangalore – 560077.

Represented by his GPA Holder

M/s. DISHAHABITAT SHELTERS LLP,

Having its registered office at,
437, Shree Opp Government Hospital,
Varthur, Bangalore, Bengaluru Urban,
Karnataka - 560087,
PAN No : AAVFD8003F.

Represented by its Designated Partner

Mr. RAJA SEKHAR KAMISSETTY,

Aged about 43 years,
S/o Kamisetty Venkata Ramana,
Aadhaar No: 9449 8387 3840.

Hereinafter called the "**OWNER/PROMOTER/ VENDOR** " (which expression
wherever the context so permits shall mean and include the Firm, it's
Partners, representatives, administrators, successors- in- interest and
assigns) of the **ONE PART**;

M/s. DISHAHABITAT SHELTERS LLP,

Having its registered office at,
437, Shree Opp Government Hospital,
Varthur, Bangalore, Bengaluru Urban,
Karnataka - 560087,
PAN No : AAVFD8003F.

Represented by its Designated Partner

Mr. RAJA SEKHAR KAMISSETTY,

Aged about 43 years,

S/o Kamisetty Venkata Ramana,
Aadhaar No: 9449 8387 3840.

Herein after called the **CONFIRMING PARTY/DEVELOPER** (which term shall where the context so admits be deemed to include the Firm, it's Partners, successors in office and assigns).

AND:

SRI.,

Aged about years,

S/o,.....

PAN No:

AADHAAR No:

Residing at.....

Hereinafter called the "**PURCHASER/S**" (which expression wherever the context so permits shall mean and includes his/her/their heirs, legal representatives, executors, administrators, attorneys and assigns) of the **OTHER PART.**

WITNESSES AS FOLLOWS:

WHEREAS **Mrs. IFFATH FATHIMA** is the absolute Owner of the Converted land bearing Survey No.77/1, measuring **1 Acre 09 Guntas**, (Converted from agricultural to non-agricultural residential purpose vide the orders of the Special Deputy Commissioner: ALN (P) SR (KH) 65/07-08 Dated 21-11-2008) Situated at Kyalasanahalli Village, Krishnarajapura Hobli, Bangalore East Taluk, Bangalore, which is morefully described in the Schedule given hereunder and hereinafter referred to as the **ITEM NO.I OF THE SCHEDULE 'A' PROPERTY.**

WHEREAS originally Mr.Syed Ali acquired the Item-I of the Schedule 'A' Property the Land bearing Sy No.77/1 (Formerly forming a part of Sy No.77), measuring 1 Acre 10 Guntas, Situated at Kyalasanahalli Village, Krishnarajapura Hobli, Bangalore East Taluk, Bangalore, from Sri. C.Raghu Reddy, under the registered Sale Deed dated 26-07-2000 registered as document No.1091/2000-01 in Volume 1611 of Book-I in the Office of the Sub-Registrar, Krishnarajapura, Bangalore.

WHEREAS **Mrs. IFFATH FATHIMA** is the absolute Owner of the Converted land bearing Survey No.77/2, measuring **2 Acre 01 Gunta**, (Converted from agricultural to non-agricultural residential purpose vide the orders of the Special Deputy Commissioner: ALN (P) SR (KH) 66/07-08 Dated 2-12-2008) Situated at Kyalasanahalli Village, Krishnarajapura Hobli, Bangalore East

Taluk, Bangalore, which is morefully described in the Schedule given hereunder and hereinafter referred to as the **ITEM NO.II OF THE SCHEDULE 'A' PROPERTY.**

WHEREAS originally Mr.Syed Ali acquired the Item-II of the Schedule 'A' Property the Land bearing Sy No.77/2 (Formerly forming a part of Sy No.77), measuring 2 Acres 01 Guntas, Situated at Kyalasanahalli Village, Krishnarajapura Hobli, Bangalore East Taluk, Bangalore, from Sri. Sriniva Urf Sridhar Reddy, under the registered Sale Deed dated 22-11-2000 registered as document No.6299/1999-2000, Stored in the CD No.036 of Book-I in the Office of the Sub-Registrar, Krishnarajapura, Bangalore.

WHEREAS from the date of sale in his favour the said Mr. Syed Ali started enjoying the Schedule 'A' Property as absolute owner and later he gifted Schedule 'A' Property in favour of 1. Mr. Naseer Humayun 2. Mr. Javeed Haroon and 3.Mrs. Iffath Fatima in terms of a Declaration /Deed of Hiba/Oral Gift Dated 10-01-2001 and since then 1. Mr. Naseer Humayun 2. Mr. Javeed Haroon and 3.Mrs. Iffath Fatima started enjoying Schedule Property as absolute owners and later they secured conversion of Schedule 'A' Property for non-agricultural residential purposes vide Orders of the Special Deputy Commissioner, Bangalore District Bangalore bearing No. B.Dis.ALN (E) SR (KH) 65/2007-08 dated 21-11-2008 and B.Dis.ALN (E) SR(KH)66/2007-08 dated 02-12-2008 and all the revenue records disclose the names of 1. Mr. Naseer Humayun 2. Mr. Javeed Haroon and 3.Mrs. Iffath Fatima as owners in possession and enjoyment of Schedule 'A' Property as absolute owners and they have paid revenue taxes regularly and up to date.

WHEREAS 1. Mr. Naseer Humayun and 2. Mr. Javeed Haroon Gifted the Schedule 'A' Property under a Deed of Declaration registered as Doc.no:3737/2024-25 Dated 20-07-2024 confirming the Hiba-Oral Gift Dated 27-08-2020 to Mrs. Iffath Fatima and thus the First Party herein acquired titles in respect of the Schedule 'A' Property.

WHEREAS from the date of sale in her favour **Mrs. IFFATH FATHIMA** started enjoying the Schedule Property as absolute owner in possession and enjoyment of Schedule 'A' Property and Khata in respect of the said property was also transferred in her name by the Assistant Revenue Officer, Mhavadeva pura circle, Bruhat Bangalore Mahanagara Palike vide Khata Certificate KTR 337/2024-25 Dated 26-07-2024.

WHEREAS the Vendor **Mrs. IFFATH FATHIMA** entered in to a Joint Development agreement with the Developer **M/s. DISHAHABITAT SHELTERS LLP**, registered as Doc No: VRT-1-11401/2023-24, dated 02-01-2024, in the office of the Sub-Registrar Varthur Bangalore, to develop the Schedule 'A' Property and the Owner is entitled to **28%** of the Super build up area/Carpet area along with proportionate share in the Schedule 'A' Property, common areas and car parking and the Developers are entitled to **72%** un divided right title and interest in the Schedule 'A' Property along

with the Super built up area/Carpet area, proportionate share in the common areas and car parking.

WHEREAS Item-I and Item-II of the Schedule 'A' Property constitute one single plot with common boundary and the Owner/Developer obtained Khata in respect of the combined property from BBMP and the Second Party decided to develop the composite property as one single project with different Wings/Blocks/Towers.

WHEREAS the DEVELOPER has obtained sanction plan vide LP No. BBMP/Addl.Dir/JDNORTH/0063/24-25 dated 24.10.2024 for constructing residential apartment on the Schedule 'A' Property and the sanction is accorded by the Bruhat Bangalore Mahanagara Palike (BBMP) and the said authority has permitted the PROMOTER to construct 15 floors consisting of 247 Flats/Units approved as per plan sanction in terms of the plan sanction.

WHEREAS the PROMOTER constructing residential apartments on the Schedule "A" Property and the residential complex called "DISHA HARMONY GARDENS" comprising of 15 Floors, and Car Parkings at Basement Parking, Ground Floor Parking, and Surface parking with common entrances, swimming pool, children's play area, open spaces, club house with all other internal and external services such as electricity and water supply system, sewerage disposal system, Sewage Treatment plant, rain water harvesting etc., on the **Schedule 'A' Property**;

WHEREAS the **PROMOTER/DEVELOPER** have applied for the registration of "DISHA HARMONY GARDENS" project with Real Estate Regulatory Authority, Karnataka. The registration was granted under section 5 of the Real Estate (Regulation & Development) Act, 2016 and Karnataka Real Estate (Regulation and Development) Rules, 2017 with permanent RERA No: dated..... The registration is valid fromand ending with

WHEREAS the **PROMOTER** have propounded to construct Apartment as aforementioned (herein after referred to as the said scheme) where under a person interested in acquiring an Apartment in the project, "DISHA HARMONY GARDENS" to be constructed on the Schedule A Property (herein after referred to as the said Project) will be permitted to acquire an undivided share, right, title and interest (including in the common areas) in the Schedule A Property by virtue whereof such person/s shall be granted the right to construct, own and enjoy a specific Apartment in the said Project with all matters of common concern, share the amenities, facilities, liabilities etc., being looked after, in terms of an overall scheme and upon the completion of the said Scheme, the land covered under the Schedule A

Property will be owned by all such persons owning Apartments therein as Co-owners;

WHEREAS the **VENDOR /PROMOTER** have prior to this day provided the deeds and documents of title pertaining to Schedule A property to the **PURCHASER/S** to enable the latter to carry out legal due-diligence to their satisfaction about the title of its **VENDOR/S**. The **PURCHASER/S** has/have understood, evaluated, and satisfied about the sanctions obtained by **VENDOR/S**, building plans, designs, specifications, quality of construction, concepts, title etc., of "DISHA HARMONY GARDENS" as well as the suitability of the Apartment for the permitted use and the conditions mentioned herein. The **PURCHASER/S** has/have further confirmed that **PURCHASER/S** has/have carefully read the conditions of the Agreement and have understood his/her/ their obligations and liabilities and limitations as set forth herein. Upon being satisfied as aforesaid and relying upon their own judgment and investigation(s) and on the advice of competent legal counsel/advocate engaged by **PURCHASER/S**, they have approached and offered to purchase the **Schedule "B" Property**.

WHEREAS pursuant to the above scheme, the **PURCHASER/S(s)** being interested in acquiring a residential Apartment has/have gone through (1) the title deeds of the **VENDOR/S** in respect of the Schedule A Property, (2) the construction particulars as detailed in the Sale Agreement, (3) the plan sanctioned by the Bruhat Bangalore Mahanagara Palike (BBMP), LP No. BBMP/Addl.Dir/JDNORTH/0063/24-25 dated 24.10.2024 and other details and after having been fully satisfied with the title of the **VENDOR/S** and all the necessary consents, clearances, sanctions, permissions and no-objection certificates obtained in respect of the Apartments to be constructed on the Schedule A Property and all the relevant documents connected therewith, has/ have offered to join the said Scheme and has agreed to purchase from the **VENDOR/S** proportionate undivided share of land, right, title and interest in Schedule "A" Property which is more fully described in the Schedule "B" hereunder and hereinafter referred to as the Schedule "B" Property.

WHEREAS the Owner/Developer, has offered to sell undivided share of land in Schedule "A" Property to persons who are desirous of owning the Apartments in the Project with a condition that such persons should shall also make the payment towards the cost of construction to the Vendor-cum-Developer for construction of apartments corresponding to their undivided share in the Schedule "A" Property as stated hereunder.

WHEREAS having regard to the number of Apartments to be constructed in the "DISHA HARMONY GARDENS" and the amenities and facilities to be provided the Vendor-cum-Developer has agreed to sell to the Purchaser

Schedule “B” Property corresponding to the apartment to be constructed mournfully described as Schedule “C” Property, subject to the terms and conditions herein contained.

WHEREAS the Parties herein after mutual discussions have agreed to be bound by the following terms and conditions

NOW THIS AGREEMENT TO SELL WITNESSETH AS FOLLOWS:

1. DEFINITIONS

Unless the context otherwise requires, the phrases, words, definitions and the interpretation shall have the meaning set forth in the Real Estate (Regulation and Development) Act, 2016 (Central Act of 2016) hereinafter referred to as ‘Act’ and the corresponding Rules. The capitalized terms defined below shall apply throughout this Deed.

- i) **“Allottee/s”** shall mean the Purchaser/s of Residential Apartments in the project to whom a Residential Apartment has been allotted sold (whether as freehold or leasehold) or otherwise transferred by the Developer and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such Residential Apartment as the case may be, is given on rent.
- ii) **“Applicable Laws”** shall mean all applicable laws, bye-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/ or of any other statutory authority in India, whether in existence on the Effective Date or thereafter;
- iii) **“Approvals”** shall mean and refer to all such permissions, permits, sanctions, exemptions, licenses, no objection certificates from relevant authorities and approvals as may be required for the Project including but not limited to Project Approvals, approvals from Town and Country Planning authority, fire scheme approval, clearances from Airport Authority of India, Central / State Pollution Control Board, consent to establish and operate, approval from electrical/ sewerage/ water connection authority for construction and development of the Project and shall include all approvals relating to or pursuant to sanction of building plans, commencement certificates, issued by concerned statutory & Governmental Authority and such other concerned authorities as may be required under law for the construction.

- iv) **“Architect/s”** shall mean an individual, group of persons, firm, LLP or company appointed by the Owner and the Developer for planning, designing and carrying out supervisory activities in respect of the Project and any other Architect/s appointed by the Developer in due course.
- v) **“Association of Allottees”** shall mean the association to be formed by the Purchaser/s of Residential Apartments in the project under the local law in force, acting as a group to serve the cause of its members and shall include the authorized representatives of the allottee/s.
- vi) **“Carpet Area”** shall mean the net usable floor area of an apartment as defined under Section 2(k) of the Real Estate Regulation and Development Act 2016.
- vii) **“Force Majeure”** shall mean any event in the nature of war, flood, drought, fire, cyclone, earthquake and any other calamity caused by nature, or any event beyond the control of the Developer, any change in law or enactment of any new legislation affecting the regular development of the project;
- viii) **“Government Authority”** shall mean any government authority, statutory authority, government department, agency, commission, board, tribunal or court or any other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof, including any municipal/ local authority having jurisdiction over any matter pertaining to the construction and development of the Project;
- ix) **“Occupancy Certificate”** shall mean the Occupancy Certificate as defined under Section 2 (zf) of The Real Estate (Regulation and Development) Act, 2016 or such other certificate by whatever name called, issued by the competent authority permitting occupation of the residential building in the project as provided under the Local Laws.
- x) **“Project”** shall mean the development of the Schedule Property by the construction and development of a residential building comprising of one Stilt floor, Ground floor plus Three Upper floors containing residential apartments of different dimensions with common areas, amenities and facilities attached thereto including the provision for car parking.
- xi) **“Project Approval”** shall mean all the necessary approvals, consents and/or sanctions as may be necessary and/or required for the

purpose of the project to be obtained /obtained from the various Statutory Authorities and Government Agencies

- xii) **“Purchaser/s”** shall mean the Allottee/s of residential apartments in the Project and shall include any buyers, purchasers, prospective purchasers, transferees, including a purchaser in default, assignors, applicants, whether an individual, corporate or otherwise, for any residential apartment forming or a part of the Project;
- xiii) **“RERA”** shall mean Real Estate Regulation and Development Act 2016 and Karnataka Real Estate (Regulation and Development) Rules, 2017, and their amendments made from time to time, where the context so requires.

2. AGREEMENT TO SELL AND CONSTRUCT

That in pursuance of the foregoing and in consideration of the Purchaser joining the scheme of development and paying a) the Sale Consideration and the Cost of Construction b) the Other Cost charges and Expenses (c). The Statutory payments and complying with the Purchase Covenants and the obligations herein, the Vendor-Cum-Developer, agrees to sell to the Purchaser and the Purchaser agrees to purchase the Schedule “B” Undivided share and the Vendor-Cum-Developer agrees to construct the Schedule “C” Unit/Apartment under the Scheme in the terms of the Agreement.

The purchaser agrees to pay to the **VENDOR/S** consideration for sale of Schedule "B" & "C" property as detailed in **Schedule “G”**. The amounts shall be paid by the Purchaser to the Developer as per the payment schedule detailed in **Schedule “G”**. The Promoter and the Vendor assure and undertake that the sale in favour of the Purchasers shall be free from all encumbrances.

3. SALE CONSIDERATION FOR THE SCHEDULE “B” & “C”:

The Sale Consideration to be paid by the Purchaser to the Vendor-cum-Developer has been detailed in **Schedule “G”**. The Sale Consideration shall include charges towards the sale of the Schedule “B’ Undivided share and Construction of the schedule “C’ Unit/Apartment. The Vendor/s and the Promoter hereby assure that there shall not be any escalation in the sale consideration and that the sale consideration shall include charges towards cost of the apartment, car parking and all amenities and facilities including full-fledged Club House with swimming pool and Gymnasium. All statutory charges and deposits towards BESCOM/BWSSB or any Government or BBMP related charges if any shall be paid as mandated by the concerned authority at the time of executing the Sale Deed.

The Purchaser has assured the Vendor-Cum-Developer that the Purchaser shall pay the Balance of Sale Consideration, the Balance of the Cost of Construction and the Statutory Payments, Other Costs, Charges and Expenses if any without any delay or default as per the Payment Plan and in the event of any acceleration in payment of any stages of construction due to the Vendor-cum-Developer having completed the stage of construction in advance, the Purchaser shall make such payment which is due to on the completion of that stage of construction as per the payment Plan. The Purchaser is fully aware and has agreed that the time of payment of the amounts in terms of payment Plan and each instalments is the essence of the contract in view of the scheme. The Purchaser has assured the Vendor-cum-Developer that the Balance of the Sale Consideration and the Balance of the Cost of construction, Statutory Payments, the Other Costs, Charges and Expenses and the shall be paid by the Purchaser within 15(Fifteen) days of the Vendor-cum-Developer having raised a demand for payment of such instalment.

In case there is any change /modification in the Statutory Payments, the subsequent Statutory Payments shall be increased/reduced based on such change/modifications based on the Applicable Law.

The Vendor-cum-Developer has further informed the Purchaser and the Purchaser is fully aware that the default in payment of the instalments set out in the Payment Plan would affect the entire "DISHA HARMONY GARDENS" development.

The Purchaser has been made aware and the Purchaser is fully aware that there are other purchasers who would be joining the scheme and would rely upon the assurance given by the Purchaser herein

If a **PURCHASER/S** is/are residing outside India, it shall solely be the responsibility of such **PURCHASER/S** to comply with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, ("FEMA") Reserve Bank of India Act, 1934 and Rules made there under or any statutory amendment(s), (s) made thereof and all other applicable laws including that of remittance of payment, acquisition/sale/transfer of immovable properties in India etc., and provide the **VENDOR/S** with such permissions, approvals which would enable the **VENDOR/S** to fulfil their obligations under this Agreement. Any refund, transfer of security, if provided in terms of this Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The **PURCHASER/S** understand/s and agree/s that in the event of any failure on his part to comply with the applicable guidelines issued by the Reserve Bank of India, he shall be liable for any action under FEMA as amended from time to time. The **VENDOR/S** accept no responsibility in this regard. The **PURCHASER/S** shall keep

the **VENDOR/S** fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the **PURCHASER/S** subsequent to the signing of this Agreement, it shall be the sole responsibility of the **PURCHASER/S** to intimate the same in writing to the **VENDOR/S** immediately and to comply with necessary formalities if any under the applicable laws. The **VENDOR/S** shall not be responsible towards any third party making payment/remittances on behalf of any **PURCHASER/S** and such third party shall not have any right in the application/conveyance of the Schedule "B" Property applied for herein in any way. Also, the **VENDOR/S** shall issue the payment receipts for the Sale Consideration in favour of the **PURCHASER/S** only.

4. PAYMENT SCHEDULE, DELAY/ DEFAULT:

- a) The Purchaser has paid to the Developer, on or before execution of this Agreement, the amounts detailed in **Schedule "G"** towards the part payment of Sale consideration and the Purchaser agrees to pay the balance amount promptly and timely as per the payment schedule detailed in **Schedule "G"**.
- b) The payment by the Purchaser to the Developer as per the agreed schedule being the essence of this contract. It is clarified that the Developer is required to raise any demand note/bills on the Purchaser to pay the amount as per the aforesaid agreed payment schedule. And the Purchaser shall pay the amount as per the agreed schedule.
- c) In the event there being any delay/default by the Purchaser to pay the balance cost of construction as per the payment schedule agreed above, the Purchaser shall be liable to pay the same with interest of @ 12% per annum for the delay in making the payment.
- d) The Developer, at its option, shall also be entitled to terminate this Agreement by issuing a notice calling upon the Purchaser to pay the arrears of amounts due with interest for the delayed payment within 21 days from the date of such notice and the Purchaser fails to pay the arrears even after receipt of such notice.
- e) In the event of such termination due to the default committed by the Purchaser, the Developer shall be entitled to recover from the Purchaser 15% of the total cost of construction reserved above as liquidated damages by adjusting the same against the amounts already paid by the Purchaser till the date of termination and refunding the balance if any, within ninety (90) days from the date of termination.
- f) Upon such termination and realization of the amounts from the Promoter/Vendor/s, the Purchaser shall not have any claims over the Apartment and/or the Schedule 'B' Property and the Developer shall be entitled to deal with the same as it may deem fit. If however, the Purchaser pays up the arrears with the agreed rate of interest for delay in making the payment within the time stipulated in the notice of termination, the right to terminate the Agreement would lapse for such default alone and this Agreement continues to be valid.
- g) The Purchaser shall not be entitled to question the rates at which the Developer constructs other apartments in "DISHA HARMONY GARDENS"

project for the other purchasers and the Developer shall be free to determine and agree upon any cost of construction for other purchasers.

5. ELECTRICITY, WATER SUPPLY, SANITARY CONNECTIONS & BACK UP POWER:

The **Purchaser** shall, in addition to payment detailed in **Schedule "G"**, pay to the **Developer** the amounts towards proportionate cost/charges for securing permanent power, water and sanitary connections charges which include deposits, pro-rata charges, supervision charges, service charges, meter deposits and charges payable to BESCOM/KPTCL, BWSSB, external cable costs of transformer and ring main unit/s charges and incidental expenses for providing permanent connection of electricity, water and sanitary and other utilities and facilities of Schedule 'A' Property/Schedule 'C' Apartment.

6. SPECIFICATIONS:

The Specifications of the construction of the Apartment agreed between the **Purchaser** and the **Developer** is detailed in **Annexure I** to this agreement and the **Developer** agrees to construct the Apartment in accordance with the said Specifications or equivalents.

7. CLUB HOUSE & OTHER AMENITIES:

The Developer is developing as part of "DISHA HARMONY GARDENS" project, a club house in a portion of the Schedule 'A' Property consisting of a party hall, gymnasium, health club, swimming pool, Toddler Pool, Children's play area and other sports facilities such as Badminton court, Skating rink, Futsal Court, Cricket Pitch, Multi-purpose Court / Courts. All the Owners/Occupants of Apartments of "DISHA HARMONY GARDENS" shall be entitled to make use of Club house on availability basis.

8. OBLIGATIONS OF THE PURCHASER/S

- i) That except for absolute title to the Schedule "C" Property, the **PURCHASER/S** will enjoy the undivided share of land described in Schedule "B" herein in common with the other **PURCHASER/S** of the other Apartments to be built on the Schedule "A" Property and to use all common amenities such as common lighting, sewers, drains, pipes etc now in or upon or hereafter to be erected and installed on the Schedule B Property agreed to be sold and conveyed or any part thereof in common with other owners and other persons and to permit freely to run and pass water, and soil through and along with some or any of them.
- ii) That the **PURCHASER/S** shall become members of the Association of Apartment Owners to be formed under the Karnataka Apartments Ownership Act or any other Act in force as and when called upon by

the **VENDOR/S** and shall observe and perform the terms, conditions bye-laws rules and regulations of the association.

- iii) That the **PURCHASER/S** covenant to abide by all the terms of this Agreement including Schedule "D" and Schedule "E", which constitute integral part of this agreement.
- iv) That the **PURCHASER/S**, for 36 months from the execution of this agreement or till the execution of the sale deed, whichever is earlier, shall not be entitled to transfer/assign the rights under this agreement in favor of anyone except with the prior written consent of the VENDOR/S and subject to payment of transfer fee of Rs.100 /-per sq.ft of super built up area of Apartment and the taxes arising thereon.
- v) That the **PURCHASER/S** shall abide by the rules and regulations of the Club House, Swimming pool and other common amenities and facilities of which the **PURCHASER/S** are entitled to become members by virtue of purchasing the Schedule "C" Property.
- vi) That the **PURCHASER/S** shall not at any time carry on or suffer to be carried on the property hereby agreed to be sold, assigned or conveyed any offensive or dangerous trade or pursuit which may be or shall become in any way a source of nuisance, annoyance or danger to the **VENDOR/S** or to the other **PURCHASER/S** of their respective undivided share, right, title and interest in the Schedule B Property. Further, the **PURCHASER/S** shall not place any obstructions or store or keep any articles in the common areas.
- vii) That the undivided share and carpet area/ super built up area to be sold under this Agreement may vary marginally in accordance of the saleable area of the **Schedule "A" development** and can be ascertained only upon the completion of the entire **Schedule "A" development**. The Sale Deed will be executed in respect of the correct undivided area to be ascertained upon completion of the **Schedule "A" development** and the Parties shall bear the difference in consideration, if any, thereto.
- viii) The **PURCHASER/S** shall be entitled to sub-let, assign, transfer or convey the rights under this agreement and/or to the Schedule "B" and "C" Property herein, to any person or persons ONLY AFTER:
 - a. Payment of all the monies and deposits due under this agreement and other dues of whatsoever nature to the **VENDOR/S**

b. Payment of such transfer fee as mentioned herein above. Without prejudice, the **PURCHASER/S** shall ensure that the assignee, transferee, licensee, lessee, tenant as the case may be, observe the terms of this Agreement, especially those contained in Schedules "D" and "E" and also the rights of the other Apartment owners including their rights, if any, to open terraces, gardens, etc. Without prejudice, to the foregoing and in addition thereto, subsequent to formation of the said Association, the **PURCHASER/S** shall be bound by its bye-laws, etc.

ix) The **PURCHASER/S** are also under obligation to pay:-

- a. The Stamp Duty and Registration Fees payable on this Agreement as well as on the Sale Deed (as defined hereunder to be executed in favor of the PURCHASER/S);
- b. Legal fees, Khata transfer Charges and any incidental charges in regard to this Agreement as prescribed at the time of registration;
- c. GST and any other tax payable in respect of Schedule B Property and Schedule "C" Property;

9. COMMON MAINTENANCE & CORPUS:

- a) The Purchaser from the date the Apartment is handed over or deemed to have been handed over shall be liable to proportionately share and pay for the common maintenance expenses incurred by the Developer or the Agency/Maintenance of all the common areas, Club house and facilities in "DISHA HARMONY GARDENS" Project.
- b) The Purchaser, in addition to the cost of construction, shall pay to the Developer a sum calculated @ Rs.60/-(Rupees Sixty Only) per square feet of the Apartment as "Common Area Maintenance Charges". The Common Area Maintenance Charges is payable on possession of the Apartment/or on the date of execution of the sale deed conveying the Schedule 'B' & 'C' Property in favour of purchaser or his/her/their nominees, whichever is earlier. The Developer either by itself or through the Maintenance Company/Agency shall maintain the common areas and the facilities in "DISHA HARMONY GARDENS" for a period of 12 months from the date of delivery of Apartment and the Purchaser is not required pay to any common maintenance charges during the same period. The Purchaser shall pay the common maintenance charges to the Association after the lapse of 12 months stipulated by the Association. After the end of 12 months period, the Association shall have complete rights to decide all the matters pertaining to the maintenance of "DISHA HARMONY GARDENS" Project.

c) The Purchaser in addition to the maintenance charges stated above shall at the time of handing over of the Apartment contribute a sum of Rs.60/-(Rupees Sixty Only) per square feet of Apartment towards the "Corpus Fund". The whole of the Corpus Fund made up of the contributions by the owners of the Apartment in "DISHA HARMONY GARDENS" Project shall be maintained in an interest bearing "Special Purpose Account". This Corpus Fund will be utilized for incurring any capital expenditure or replacement of any equipment/ machinery, generators etc. This funds shall be transferred to the Association of Owners of the Apartment in "DISHA HARMONY GARDENS" Project as and when it is formed.

10. NO RIGHT TO OBSTRUCT DEVELOPMENT:

The **PURCHASER/S** shall have no right at any time whatsoever to obstruct or hinder the progress of the construction of the buildings and other developments or any part thereof in the Schedule 'A' Property and/or in "DISHA HARMONY GARDENS" Project.

11. LIMITED RIGHT OF PURCHASER/S:

Nothing contained in these presents shall be construed to confer upon the **PURCHASER/S** any right, title or interest of any kind whatsoever into or over the Schedule "B" Property and/or Schedule "C" Property or any part thereof and the **PURCHASER/S** will acquire right only upon the execution of the sale deed duly alienating, conveying and transferring the Schedule "B" and "C" Properties.

12. NOT TO ALTER NAME:

The **PURCHASER/S** shall not alter or subscribe to the alteration of the name of "DISHA HARMONY GARDENS" Project in Schedule "A" Property and/or alter the names assigned to the Blocks/Towers therein.

13. ASSIGNMENT:

That during the 36 months of the execution of this agreement or till the execution of the Sale Deed whichever is earlier, the **PURCHASER/S** shall not have power or authority to transfer or assign his/her/their right under this agreement to anyone. It is specifically agreed by the **PURCHASER/S** that the **PURCHASER/S** during this period cannot part with possession of the said Apartment or sell/ transfer/ assign his/her/their interest in the said Apartment without the prior written sanction and consent (to be granted at the option) of the **VENDOR/S** until the contract contemplated under this Agreement and all other

writings executed along with this Agreement is duly and properly fulfilled. It is specifically understood that during this period the **VENDOR/S** shall at their option permit assignment on charging an assignment/transfer fee of Rs.100/- per sq.ft super built-up area of Apartment and taxes. The **VENDOR/S** may grant such sanction, provided at the time of such assignment the **PURCHASER/S** has/have paid all amounts mentioned in this Agreement (and all other writings and Deeds that may be executed here with), in respect of the said Apartment. Further in the event of such assignment, the **VENDOR/S** shall not be liable to pay any compensation/damages payable by the **VENDOR/S** under any of the terms and/or conditions of this Agreement. It is also made clear that the **PURCHASER/S** will not be able to assign his/ her/their rights in portions i.e., the **PURCHASER/S** will have to either assign all his/her/their rights under this Agreement or otherwise shall not be entitled to assign his/her/their rights at all.

In addition to above, during the 36 months of the execution of this agreement or till the execution of the Sale Deed whichever is earlier, the **VENDOR/S** consent (if granted) to dispose, transfer or sale by way of assignment of the said Apartment to a third party shall be inter alia subject to the **PURCHASER/S:-**

- i) Settling all charges outstanding and payable to the **VENDOR/S** including Service Charges, all other payments mentioned in this Agreement and other overdue interest (if any);
- ii) Causing the new buyer(s) to execute fresh Sale Agreement/Deeds with the **VENDOR/S** (as per the format of the **VENDOR/S**).

14. POSSESSION:

- a) The Developer shall, complete the construction of the Apartment and deliver the possession of the same to the Purchaser on or before 31.12.2027 in respect of Schedule 'B' Property with a grace time of an additional 4 months in case of delay without having to pay to the Purchaser any interest or damages.
- b) The completion date of 31.12.2027 in respect of Schedule 'B' Property with a grace time of an additional 4 months shall be in compliance with the Real Estate Regulatory Authority, Karnataka. The Developer shall make effort to obtain electrical, water and sanitary connections (as applicable) within the stipulated time, however the Developer shall not be responsible for any delays' in obtaining such connections, clearances, certificates from the statutory bodies/authorities and Purchaser shall not be entitled to claim any damage/losses/interest against the Developer on the grounds of such delay, provided there is no delay on the part of the Developer in applying for the above and the Owner/s/Developer has complied with all the legal requirement for securing the same.

c) The Developer shall not be liable if they are unable to complete the construction of the Apartment and deliver possession by the aforesaid date by reason of civil and military commotion, strikes, bundh, lock outs or any Acts of God or if the delay is as a result of any Rule, Notification of the Government, Municipal Authority, any Court and/or any other Public or Competent Authority prohibiting construction activities and/or general non-availability of construction materials and/or any for reasons beyond the control of the Developer. In any of the aforesaid events, the Developer shall be entitled to reasonable extension of time for delivery of possession of the Apartment and the Purchaser shall not be entitled to terminate this Agreement and claim refund of amounts paid.

d) The Developer hereby agrees that they are liable to pay to the Purchaser a monthly rent of Rs.10000/-(Rupees Ten Thousands only) under this Agreement and the Agreement to Sell for any delay in delivery of possession of the Apartment, not attributable to any of the reasons stated above, after the lapse of the grace time, provided the Purchaser has paid all the amount payable as per the payment schedule agreed above and there has been no default by the Purchaser. The amount of Rs.10000/-(Rupees Ten Thousands only) shall be paid until the apartment is handed over for possession.

e) Possession of the Apartment shall be delivered to the Purchaser by the Developer after the same is ready for use and occupation, subject to receipt of all the amounts due and payable by the Purchaser under and there has been no default by the Purchaser.

f) The Purchaser shall take possession of the Apartment herein after paying in full all the dues including deposits and charges mentioned in this Agreement and overdue interest, if any, within 15 days from the date of receipt of a notice in writing from the Developer, intimating that the Apartment is ready for use and occupation.

g) The Purchaser shall be liable to bear and pay to the Developer the following expenses commencing from 15 days after notice is given by the Developer to the Purchasers to the effect that the Apartment is ready for use and occupation by the Purchaser, irrespective of whether the Purchaser takes possession or not:

- i. Property taxes in respect of the Apartment and other outgoing such as electricity charges and expenses incurred by the Developer for maintenance of the Apartment;
- ii. Purchaser's share of common maintenance expenses i.e. proportionate share of insurance, wages for the persons appointed by the Developer to manage and look after the common areas and facilities in "DISHA HARMONY GARDENS" Project such as property manager, security guards, gardeners, plumbers, electricians, generator operators, sweepers etc., expenses incurred by the Developer for maintaining all

the common areas and facilities such electricity charges, water charges, house-keeping consumables etc.

h) The Purchaser upon taking possession of the Apartment, shall deemed to have accepted that the Apartment is fully complete in all respects and Purchaser shall not have any claim against the Developer for any items of work in the Apartment which may be alleged as not carried out or completed by the Developer. This shall however not apply to any snags and/or incomplete work reported at the time of hand over, which shall be promptly attended to by the Developer.

i) The **VENDOR/S** would intimate the **PURCHASER/S** the date for delivering possession of the Schedule "C" Apartment to the **PURCHASER/S** and the **PURCHASER/S** shall complete the purchase of Schedule "C" Property and receive possession as stated above within fifteen days from the date of such notice and the **VENDOR/S** would deliver possession of the Schedule "C" Apartment provided the **PURCHASER/S** has/have not defaulted any of the terms and conditions of this agreement and has/have complied with its obligations and paid the agreed sums.

j) The **VENDOR/S** shall deliver and put the **PURCHASER/S** in constructive possession of Schedule B Property and actual, physical, vacant possession of Schedule "C" Apartment on execution of Sale Deed against payment of balance sale price and all other amounts due under this Agreement and compliance of all the terms in this Agreement. The **PURCHASER/S** agrees that on sale of Schedule "B" Property, the **PURCHASER/S** shall have no further claim whatsoever against **VENDOR/S**.

k) The **VENDOR/S** shall obtain Commencement Certificate and after the completion of construction the Owner/Developer here by undertakes to obtain "Occupancy Certificate" from the concerned authority and make available to the Purchaser. All charges/penalties payable if any towards getting Commencement Certificate and Occupancy Certificate, shall be borne by the Promoter/Vendor. Likewise, Vendor/s shall co-ordinate with the Purchasers of flat and assists the Purchaser in obtaining Katha lawfully.

l) The **PURCHASER/S** shall receive possession of the Schedule "B" Property and Schedule "C" Property on or before the dates stipulated by the **VENDOR/S** in writing by executing the Sale Deed and getting the same registered. In case the **PURCHASER/S** default/s in receiving possession as aforesaid and/or complete the purchase, the **VENDOR/S** are entitled to and **PURCHASERS** liable to pay **Rs.3/-**(Rupees Three only) per sq.ft of Saleable area per month as holding charges which the **PURCHASER/S** agree to pay the same before receiving possession of Schedule "C" Apartment.

15. DEFECT LIABILITY

1) In the event of any structural defects, being informed by the purchaser in writing within the period of 5 (five) years from the date of the occupancy certificate having been issued, the Vendor-cum-Developer will attend to the same at their own cost within 30 days of such notice or such other time period as may be reasonably required to rectify the defect at its cost.

2) If, within a period of five years from the date of handing over the unit to the purchaser, the purchaser brings to the notice of the Vendor-cum-Developer any structural Defect/S in the unit or the building in which the unit is located, shall not mean and include Defect/s caused by normal wear and tear and/or by the negligent use of the unit/s by the respective purchaser/Occupants, vagaries of nature, superficial cracks, etc. If there is a dispute regarding any defect in the building or material used the matter shall, within a period of five years of the date of handing over possession, on payment of such fee as may be determined by the regulatory authority, be referred for decision to adjudicating officer appointed under section 71(1) of the Real Estate (Regulation and Development) Act 2016.

Provided however notwithstanding anything stated herein, it is agreed between the parties that:

- a) The Purchaser of the units in the building/wing shall not carry out any alterations of whatsoever nature in the said unit/wing/building and in specific and the structure of the said unit/wing/building of the said property/Scheme which shall include but not be limited to columns, beams etc. or in the fittings therein, particularly if it is hereby agreed that the purchaser shall not make any alteration in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom , toilet and kitchen, which may result in seepage of water. If any of such works are carried out the defect liability on the part of the Vendor-cum-Developer shall automatically become void and stand extinguished.
- b) That it shall be incumbent upon the purchase to maintain his/her/their unit in a diligent manner and take all due care necessary for the same including but not limited to the regularly ensuring taking care of the unit to prevent water seepage etc.
- c) Where the manufacture warranty as shown by the Vendor-cum-Developer to the purchaser expires the same have to be renewed from time to time under AMC for such facilities & amenities at all time during defect liability period and should the annual maintenance contracts not be renewed by the purchaser/or association of

purchaser the Vendor-cum-Developer shall not be responsible for any repairs /defects occurring due to the same.

- d) In case of use inappropriate cleaning materials or any other materials, the Vendor-cum-Developer will not responsible for any deterioration of the materials in the units/common areas.
- e) If any defect or damage is found to have been caused due to the negligence of the purchaser or any other purchaser/s or the purchaser/s agents or structural defects caused or attributable to the purchaser including by carrying out structural or architectural changes from the original design attributes , demolition, dismantling , making openings , removing or resizing the original structural framework putting excess or heavy load or using the schedule “B” apartment other than for its intended purpose or such other reasons attributable to the purchaser , then the Vendor-cum-Developer shall not be liable for the same.
- f) Normal wear and tear of materials due to whether effect or usage or non-occupation of the unit for long duration, the Vendor-cum-Developer will not be responsible.

In Carrying out the repairs of any structural defects:

- i) The Vendor-cum-Developer reserves the right to replace unavailable material with suitable alternatives without any compromise on the quality of the material, quality of workmanship and the aesthetics of the unit.
- ii) The Vendor-cum-Developer state that many of the materials procured from the factories/vendor/s his/are subject to variation in tone, grain, texture, colour and other aesthetic features which are beyond the control of the Vendor-cum-Developer, they may not be the same as shown in the model unit or sample. This is mostly due to items being manufactured in different lots. Every effort will be made to minimize the variation to the specifications. Purchasers are informed to expect the variations with in natural / permissible limits.
- iii) The Vendor-cum-Developer will ensure that the workmanship of all the works shall be in accordance with general and detailed specification as mentioned in the agreement and as per the sanction plan.
- iv) That the project as a whole has been conceived, designed and constructed based on the commitment and warranties given by the vendor/manufacturers, where ever applicable, that all equipment and fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and

proper working condition to continue warranty in both the units and the common amenities and facilities of the project wherever applicable.

- v) That the Purchaser has/have been made aware that the Purchaser expressly agrees that the regular wear and tear of the unit/wing/building "DISHA HARMONY GARDENS" Project includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20 degrees Celsius and which do not amount to structural defects and hence cannot be attributed to faulty workmanship or structural defect.
- vi) Notwithstanding anything to the contrary, it shall be the responsibility of the PURCHASER/ALLOTTEE to maintain his Items/ Goods/ Systems such as Lifts, Fire-Fighting Equipment, Solar Heating System, Sewage Treatment Plant, Organic Waste Converter, Sanitary Fittings and C.P. Fittings to be provided by the Vendor-cum-Developer in the said Project and/or in the said Apartment. The Vendor-cum-Developer's liability for any manufacturing defects therein shall be concurrent with and be limited to the period of Warranty given by the Manufacturers of such Items/ Goods/ Systems and shall not extend beyond such periods. Further, such warranties pertaining to such Items/ Goods/ Systems which require periodic maintenance shall become null and void if such periodic maintenance as prescribed by the Manufacturer is not attended to by the "Association of Allottees" formed by the PURCHASER/S of Apartments in the said Project.
- vii) It is expressly agreed that before any liability due to structural defect is claimed by or on behalf of the Purchaser/Allottee, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the unit/phase/wing.

16. NOTICE:

All letters, receipts or notices issued by the **VENDOR/S** dispatched under Registered Post Acknowledgement Due/Under certificate of Posting/Local Courier Service to the address of the **PURCHASER/S** given in this agreement or email address available in the records of the **VENDOR/S** will be sufficient proof of service thereof on the **PURCHASER/S** and shall effectually discharge the **VENDOR/S** from its obligation to issue any further notice. The party sending notice/correspondence is not responsible for non-delivery due to change in the address if the party changing the address has not intimated in writing the change in the address. Intimation by e-mail or fax shall also be deemed as due intimation.

In case there are joint **PURCHASER/S** all communications shall be sent by the **VENDOR/S** to the **PURCHASER/S** whose name appears first and at the address given by the **PURCHASER/S** which shall for all intents and purposes be considered as properly served on all the **PURCHASER/S**.

17. FORCE MAJEURE:

The **PURCHASER/S** agrees that in case the **VENDOR/S** are unable to deliver the said Flat to the **PURCHASER/S** for his/her/ its occupation and use due to

- i) any legislation, order or rule or regulation made or issued by the Government or any other authority; or
- ii) if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for any reason whatsoever, or
- iii) if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) become subject of any suit/ writ before a competent court, or
- iv) due to flood, other natural disasters, war, insurrection, epidemic, Pandemic, revolution, riot, terrorist attack, governmental restrictions or so forth which are beyond the reasonable control of the **VENDOR/S**, or
- v) Any other circumstances beyond the control of the **VENDOR/S** or its officials, then the **VENDOR/S** may cancel the allotment of the said Apartment /Flat in which case the **VENDOR/S** shall only be obliged to refund the amounts received from the **PURCHASER/S** without any interest.

18. SPECIFIC PERFORMANCE & ARBITRATION & JURISDICTION:

Any disputes arising between the parties relating to this agreement or any matter relating to, incidental or concerning the clauses in this agreement shall be referred to a Sole Arbitrator to be mutually agreed upon by the **VENDOR/S** and the prospective Clients and settled in accordance with provisions of the Arbitration and Conciliation Act, 1996 or any re-enactment or statutory modifications thereof. The Sole Arbitrator shall conduct the proceedings in a summary manner and pronounce his Award within two months of entering reference. The venue of the arbitration shall be Bangalore and the proceedings will be conducted in English. Without prejudice, Courts at Bangalore alone shall have jurisdiction.

In the event of default by the First Party, the Second Party is entitled to enforce specific performance of this contract. Similarly in the event of default by the Second Party, the First Party shall be entitled to

enforce specific performance of this agreement or take action as per this Agreement.

The courts at Bangalore alone shall have jurisdiction in all matters relating to this Agreement.

19. SEVERABILITY:

In the event that any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indications of the same are received by either of the parties from any, relevant competent authority, the parties will:

- a) Amend that provision in such reasonable manner as to achieve the intention of the parties without illegality, or
- b) At the discretion of the parties, such provision may be severed from this Agreement.
- c) The remaining provisions of this Agreement will remain in full force and effect unless the parties decide that the effect of such declaration is to defeat the original intention of the parties.

20. INDULGENCE:

Any delay or indulgence by the **VENDOR/S** in enforcing the terms of this Agreement or any forbearance for giving time to the **PURCHASER/S** shall not be construed as waiver of the right of the **VENDOR/S** to enforce the compliance of this agreement and shall not in any way prejudice the rights of the **VENDOR/S**. Similarly, any delay or indulgence by the **PURCHASER/S** in enforcing the terms of this agreement or any forbearance for giving time to the **VENDOR/S** shall not be construed as waiver of the right of the **PURCHASER/S** to enforce compliance of this Agreement and shall not in any way prejudice the rights of the **PURCHASER/S**.

21. COMPLETE AGREEMENT:

The parties acknowledge that this Agreement is the complete Agreement. This Agreement supersedes, any prior agreements and representations between the parties, whether written or oral. Any such prior arrangements are cancelled as on this Date.

22. RULES OF INTERPRETATION:

This Agreement will be interpreted in accordance with the settled canons of interpretation of contracts subject to the following:-

- i) Words importing one gender will be construed as importing any other gender.
- ii) Words importing the singular include the plural and vice versa.

- iii) References to persons mean and include natural and artificial persons like bodies corporate and vice versa.
- iv) Save where the context otherwise requires, all obligations given or undertaken by more than one person in the same capacity are given or undertaken by them jointly or severally.
- v) The division of this Agreement into Clauses and Schedules and insertion of headings in this Agreement are only for ease of reference and convenience and will not impact the construction or interpretation of any provision of this Agreement.

This Agreement shall be binding upon the permitted assigns and successors in title of the **VENDOR/S** and the permitted assigns and successors in title of the **PURCHASER/S**.

Both parties to this Agreement shall have the right to enforce specific performance of this contract at the cost of the defaulting party.

Knowledge or acquiescence by either Party hereto of any breach of any of the terms, conditions or covenants contained herein shall not operate as or be deemed as a waiver of such terms, conditions or covenants and notwithstanding such knowledge or acquiescence, each Party hereto shall be entitled to (a) exercise their respective rights under this Agreement and to (b) require strict performance by the other Party of the terms, conditions and covenants contained herein.

The Parties acknowledge that this Agreement contains the whole agreement between the Parties and none of the Parties have relied upon any oral or written representation made by either party in favour of the other Party.

23. CUSTODY:

This agreement is drawn up in a single set; the original set will be given to the **PURCHASER/S** and the photocopy of the same will be retained by the **VENDOR/S**.

24. REPRESENTATIONS AND WARRANTIES:

The Vendor-cum-Developer acknowledges that the Purchaser has entered into this Agreement and has agreed to purchase the Schedule "B" Undivided Share and get constructed the Schedule "C" Unit/Apartment from the Vendor-cum-Developer, taking into consideration the Disclosures made by the Vendor-cum Developer and based on the representations and warranties set out below.

The Vendor-cum-Developer is the absolute owner of the Schedule "C" Undivided share with exclusive possession of the Schedule "A" Property and no Person other than the Vendor-cum-Developer has any right (legal or beneficial), claim, interest or demand in any manner whatsoever to or its respect of the Schedule "C" Undivided Share;

The Schedule "A" Property is not a subject matter of any HUF(Hindu Undivided Family) and that no part thereof is owned by any minor or no minor has any right, title and claim over the Schedule "A" Property.

The Vendor-cum-Developer has the power to enter into and perform this agreement and upon execution this Agreement would constitute legal, valid and binding obligations on the Purchaser, vendor-cum-Developer;

The Vendor-cum-Developer has the absolute and unconditional right to sell, transfer or otherwise alienate the Schedule "B" Undivided share.

To the knowledge of the Vendor-cum Developer, the Schedule "C" Property is not subject to any pending litigation, third party claim, demand, attachment or a process issued by any court or Authority.

To the knowledge of the Vendor-cum-Developer, the Schedule "A" Property 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 Schedule "B" Undivided Share Property.

All approvals licences and permits issued by the Authorities with respect to "DISHA HARMONY GARDENS" Project are valid and subsisting and have been obtained by following due process of law.

25. DISCLOSURES:

The Purchaser acknowledges and confirms that the Vendor/s-cum-Developer has fully disclosed to the Purchaser and the Purchaser has reviewed all of them and after having understood the implication thereof has entered into this Agreement and the Purchaser has agreed to all of the Disclosures and the Purchaser, expressly grants its consent and no objection to the Vendor-cum-Developer to undertake every action as per Disclosures.

That the Vendor-cum Developer has utilized an FAR (Floor Area Ratio) available for development and the undivided share of land area that would be conveyed to the Purchaser at the time of the execution of the Sale Deed would be based on the calculation of the utilization and consumption of the Salable Area.

SCHEDULE 'A' PROPERTY

ITEM NO.I

All that piece and parcel of Converted land bearing Survey No.77/1, measuring **1 Acre 09 Guntas**, (Converted from agricultural to non-agricultural residential purpose vide the orders of the Special Deputy Commissioner: ALN (P) SR (KH) 65/07-08 Dated 21-11-2008) Situated at Kyalasanahalli Village, Krishnarajapura Hobli, Bangalore East Taluk, Bangalore, which is bounded on:

East : Land bearing Sy No.78,
West : Land bearing Sy No.77/2,
North : Road,
South: Land bearing Sy No.16.

ITEM NO.II

All that piece and parcel of Converted land bearing Survey No.77/2, measuring **2 Acre 01 Gunta**, (Converted from agricultural to non-agricultural residential purpose vide the orders of the Special Deputy Commissioner: ALN (P) SR (KH) 66/07-08 Dated 2-12-2008) Situated at Kyalasanahalli Village, Krishnarajapura Hobli, Bangalore East Taluk, Bangalore, which is bounded on:

East : Land bearing Sy No.77/1,
West : Land bearing Sy No.76,
North : Road,
South: Land bearing Sy No.16.

SCHEDULE 'B' PROPERTY

(Description of the undivided share agreed to be sold)

An Undivided share, right, title and interest in the Schedule 'A' Property measuring (**UDS Value in Sqm (..... Sq. Ft.)**).

SCHEDULE 'C' PROPERTY

(Description of the apartment agreed to be constructed)

Flat bearing **Apt No....., BHK**, in the **Tower.....**, on the **..... Floor** in the "DISHA HARMONY GARDENS" Project, to be constructed in the Schedule 'A' Property having super built up area measuring **..... Sqm (..... Sq. Ft.)** Carpet Area measuring as per **RERA Sqm (..... Sq. Ft.)**, Balcony/Additional Terrace/Utility Area measuring **..... Sqm (..... Sq. Ft.)** and **.....** independent covered exclusive Car Parking space along with right to the use of the common areas of the building along with other owners of different flats in the building.

SCHEDULE - 'D'

RESTRICTIONS ON THE RIGHTS OF THE PURCHASER:

The Purchaser so as to bind himself, his successors-in-interest, heirs, representatives and assigns with the consideration of promoting and protecting his rights, interest as the owner of the construction described in the Schedule 'C' above and in consideration of the other undivided interest in the property described in Schedule 'A' and the construction thereon hereby agrees to be bound by the following restrictions:

- a) Not to raise or cause to be raised in addition to that mentioned in the Schedule 'C' above.
- b) Not to use or permit the use of the construction referred to in Schedule 'C' above in a manner as would diminish the value of the utility of the property described in the Schedule 'A' above or any construction made thereon.
- c) Not to use the space in the land described in Schedule 'A' above left open after the construction referred to in Schedule 'C' above for parking any heavy vehicles or to use the same in any manner which might cause hindrance for the free ingress.
- d) Not to use make default in the payment of any taxes, levies or common expenses to be shared with other flat owners in the buildings proposed to be constructed in the Schedule 'A' Property.
- e) Not to decorate the exterior of the buildings proposed to be constructed in the Schedule 'A' Property such as Metal grills in the Balconies or Utility area or outside Main Doors etc.
- f) Not to make any arrangements for maintaining of the buildings proposed to be constructed in the Schedule 'A' Property other than that agreed to by the majority of the owners of the flats in the said buildings or the Association of Flat Owners after it is formed.
- g) Not to do anything which shall cause nuisance or annoyance or danger to the owners of other flats in the proposed buildings or neighbouring properties.
- h) Not to use the Schedule 'C' Property for any purpose prohibited by law.
- i) Not to bring in or store any harmful, hazardous, inflammable materials in the Schedule 'C' Property or common areas of the building.
- j) Not to carry or cause to be carried any heavy package to the upper floors of the buildings which is likely to cause damage to the stair cases, lifts, ladders, common passages or any structure of the proposed buildings.
- k) Not to use or permit the use of the common passages, corridors or staircases of the buildings for storage of goods.
- l) Not to use or permit the use of the Schedule 'C' Property in a manner which would diminish the value, utility of the pipes and other common amenities in the buildings.

- m) Not to deny or defy any regulations and by-laws amended by the Association from time to time.

SCHEDULE - 'E'

RIGHTS OF THE PURCHASER:

The Purchaser shall have the following rights in respect of the Schedule 'A' Property and the buildings to be constructed thereon.

- a) Full right and liberty for the Purchaser in common with all other persons entitled, permitted or authorised to the like rights at all times of the day or night and for all purposes to go, pass and repass all open spaces, staircases and passages inside and outside the proposed buildings.
- b) Full right and liberty to the Purchaser in common with all other persons with or without motor cars or other permitted vehicles at all times, day and night and for all purposes to go and pass over the land appurtenant to the buildings proposed to be constructed in the Schedule -'A' Property.
- c) The right to subjacent and lateral support and shelter and protection from the other parts of the said buildings and from the side and roof thereof.
- d) Right to free and uninterrupted passage of running water, soil, gas and electricity and water courses, cables, pipes and wires, which are now or may at any time hereafter be in under or passing through the proposed buildings or any part thereof.
- e) Right of passage for the Purchaser or Purchaser's men, agents or workmen to other parts of the buildings at all reasonable times for purposes of repairing, cleaning, maintaining and/or renewing sewers/drains, water tanks/course, cables, pipes and wires causing as little disturbance as possible and making good any damages caused.
- f) Right to lay cables, wires etc., through common walls or passages for radio, telephone, television and other such installations, however, having due regard to the similar rights of the other members.
- g) Subject to payment for common facilities and services, the right to enjoy the common services and facilities provided in the proposed buildings.

SCHEDULE - 'F'

The Purchaser in proportion to his/her share along with purchasers in proportion of their shares shall be deemed to have accepted the following conditions and to have contracted to bear the following expenses:

All rates and outgoings, if any, in respect of the Schedule 'A' Property and the buildings thereon.

The expenses of routine maintenance including painting, white washing, cleaning etc., and provision of the common services to the buildings as set out below:

- a) Maintenance and replacement of pump sets, lift, D.G. Sets and other machinery, sanitary and electrical lines common to the buildings.
- b) Payment of electrical and water charges for common services.
- c) Replacement of bulbs in common areas.
- d) Maintenance of garden and potted plants in the common areas of the buildings.
- e) Provision of watchmen /liftman /electrician / sweepers and other common staff should the Purchaser default in payment due for any common expenses, benefits or amenities, the Association to be formed by the owners of flats in the proposed buildings shall have the right to remove/disconnect such common benefits or amenities including electricity and water connections from his/her enjoyment.

SCHEDULE - 'G'

The consideration for sale of Schedule 'B' Property and construction of Schedule 'C' Property is **Rs...../- (Rupees Only)** excluding GST payable as per the time lines mentioned below:

The Purchaser/s has/have paid the Owner/Builder the Payment **Rs...../- (Rupees Only)** excluding GST.

Payment Schedule					
Installment	% of Billing	Amt. Excl. GST	TDS	GST	Total Payable after TDS
Booking Amount:					
At the time of Agreement to Sell	20%				
On completion of Podium Roof Slab	10%				
On completion of 2nd Floor Roof Slab	10%				
On completion of 5th Floor Roof Slab	10%				
On completion of 7th Floor Roof Slab	10%				
On completion of 9th Floor Roof Slab	10%				
On completion of 12th Floor Roof Slab	10%				
On completion of 14th Floor Roof Slab	10%				

On completion of Internal Finishing Work	5%				
At the time of Registration	5%				
Total Sale Value	100%				

Note:

- a) Above Sale Consideration is inclusive of One Independent Car Parking and has been arrived after considering all input tax credit(ITC) under GST to the Developer.
- b) Charges towards applicable GST and Registration are additional.
- c) Charges towards BWSSB Infrastructure, Deposit and charges, BESCOM Charges, Beneficiary Capital Contribution charges, Substation Charges etc shall be proportionately distributed among all customers as per actuals at the time of Sale Deed or Possession as per the government norms.
- d) Title insurance if mandated and available from any Govt or private insurance companies, the cost of the same shall be borne by buyers proportionately.

IN WITNESS WHEREOF, the Vendor and the Purchaser/s have signed this agreement at Bangalore on the day, month and year first above written in the presence of the witnesses attesting hereunder.

WITNESSES:

1.

VENDOR

2.

CONFIRMING PARTY/DEVELOPER

PURCHASER/s

ANNEXURE - I

Specifications: -

STRUCTURE

- Basement+Ground+14 floors
- Seismic Zone II resistant RCC framed structure with RCC Roof slab
- External Walls -150mm solid cement concrete / Porotherm blocks
- Internal Walls -100mm solid cement concrete / Porotherm blocks

FLOORING

Living, Dining, Kitchen & Utility

- Double Charge Vitrified Tiles of Size 800mmx800mm

Bedrooms

- Double Charge Vitrified Tiles of Size 800mmx800mm

Bathrooms

- Flooring -Anti Skid Vitrified/ Ceramic Tiles of Size 300mmx300mm
- walls -Vitrified / Ceramic Tiles of Size 600mmx1200mm up to Ceiling

Balconies

- Vitrified / Ceramic Wood Grain Plank Tiles

Common Areas

- Corridors / Lobbies -Antiskid Vitrified tiles
- Staircases -Long Ceramic Plank tiles with MS Railing

DOORS

Main Door

- 7.5' high Engineered wooden doors with veneer finish.

Bedroom Doors & Toilet Doors

- Engineered wooden doors with Polish / laminate finish.

Windows

- 6' 4" high 3 track UPVC sliding windows with mosquito mesh

Balcony Sliding Doors & Ventilators

- Up to 8' high 3 track UPVC French doors with mosquito mesh

Bathrooms Ventilators

- Powder coated aluminium/ UPVC Ventilators with architrave profile along with mosquito mesh.

PAINT

Internal Walls & Ceiling

- Smooth Plastered / Gypsum finish with Plastic emulsion.

External Walls

- Texture finish with exterior grade emulsion and WPC Wall Cladding or equivalent in selective areas

Balcony Railings

- RCC/concrete/ Porotherm blocks (WienerBerger a German brand) parapet ledge with MS top rail/MS Railings with enamel paint finish.

Toilet Ceilings

- PVC False Ceiling or Calcium Silicate false ceiling

PLUMBING

- Counter top wash basins of Grohe or equivalent
- Wall mounted EWC with Concealed Cistern Jaguar or equivalent
- Water efficient CP & Sanitary Fixtures and Accessories of Grohe / Vitra or equivalent

ELECTRICAL

- EB & DG Backup 1 kW each unit
- 2BHK –5kW; 3BHK (2 Toilets) –5kW; 3BHK (3Toilets): 6kW
- 100% Power Back up for common area lighting, Lift and Utility services
- AC provision in all Bedrooms
- Provision for Geyser & exhaust fans in all toilets
- Provision for refrigerator, Hood & Hob, Microwave/oven, Mixer / Rice Cooker
- Provision for Water purifier, Washing machine, Dish washer in the utility
- Provision for Sink & Tap in both Kitchen & Utility

Services

- Water Treatment Plant
- Sewage Treatment Plant

Elevators

- 3 Lifts per block of TKE/Schneider/OTIS or equivalent

Safety & Security

- CCTV Surveillance at entry lobbies of each block

Sustainability Features**Water Conservation**

- Dual Pipe System & Dual Flush system for sanitary
- Recycled Water for Landscape maintenance
- Water efficient Fixtures
- Ground Water Recharge
- Rain water harvesting

Energy Conservation

- Solar renewable energy as per norms, Water provision for top two floor apartments (in one toilet or entire apartment)
- Energy efficient lighting in common areas
- Energy efficient street lights/ timer adjusted street lights

Solid Waste management

- Waste segregation
- Organic waste convertor