

:DRAFT FOR DISCUSSION:

:SREE:

:AGREEMENT TO SELL:

THIS AGREEMENT TO SELL IS MADE AND EXECUTED ON THIS THE FOURTH DAY OF NOVEMBER, YEAR TWO THOUSAND TWENTY FOUR (04/11/2024):

:BETWEEN:

- 1) **Smt. SHUBHA PRASAD,**
Aged about 52 years,
Wife of Sri. B. A. Ravi Prasad,
'Raja Amar',
No.41/1, 6th Cross Road,
West of Kanakapura Road,
7th Block,
Jayanagar,
BANGALORE.
- 2) **Sri. TANAY N. BYSANI,**
Aged about 28 years,
Son of Sri. B. A. Nagaraj,
'Amara Niketan',
No.41/2, 6th Cross Road,
West of Kanakapura Road,
7th Block,
Jayanagar,
BANGALORE.
- 3) **Sri. SHASHANK B. GUPTA,**
Aged about 38 years,
Son of Sri. B. A. Srinivasa Gupta,
'Amara Bhuvu',
No.41, 6th Cross Road,
West of Kanakapura Road,
7th Block,
Jayanagar,
BANGALORE.

- 4) **Smt. G. SUBHA DEVI,**
Aged about 69 years,
Wife of Sri. G. Sambashiva Rao,
- 5) **Sri. G. SAMBASHIVA RAO,**
Aged about 79 years,
Son of Late. Sri. Varadaiah Gurram,
- 6) **Sri. G. LEELA PRASAD,**
Aged about 47 years,
Son of Sri. G. Sambashiva Rao,
- 7) **Sri. G. DEVI PRASAD,**
Aged about 49 years,
Son of Sri. G. Sambashiva Rao,

Nos.4 to 7 are at:
No.17/2, Vani Vilas Road,
Basavanagudi,
BANGALORE – 560 004.

Seller Nos.1 to 7 are Represented by their
General Power of Attorney Holder:

M/s. SHRAVANEE HOLDINGSS,
A Registered Partnership Firm,
Having its Office at:
No.31, 2nd Floor,
Shravanee Krishna Mansion,
Ashoka Pillar Road,
100 Feet Road,
Second Block,
Jayanagar,
BANGALORE – 560 011.

Represented by its Managing Partners:
Mrs. SHAILAJA HANUMESH,
Mr. ASHOK KUMAR.

- 8) **M/s. SHRAVANEE HOLDINGSS,**
A Registered Partnership Firm,
Having its Office at:
No.31, 2nd Floor,
Shravanee Krishna Mansion,
Ashoka Pillar Road,
100 Feet Road,
Second Block,
Jayanagar,
BANGALORE – 560 011.
Represented by its Managing Partners:
Mrs. SHAILAJA HANUMESH,
Mr. ASHOK KUMAR.

- 9) **Smt. SHAILAJA HANUMESH,**
Aged about 58 years,
Wife of Sri. S. Hanumesh,
- 10) **Sri. S. HANUMESH,**
Aged about 63 years,
Son of Sri. Sharabanna Setty. S.,

Nos.9 and 10 are residing at:
No.2203/S, 5th Main Road,
24th Cross Road,
Banashankari 2nd Stage,
BANGALORE – 560 070.

hereinafter called the **"SELLERS"**

(which expression wherever if so requires shall mean and include (a) for Seller Nos. 1 to 7, 9 and 10 all their respective heirs, legal representatives, administrators, executors and assigns etc.,) (b) for Seller No.8 all its partners from time to time, their respective heirs, legal representatives, administrators, executors and assigns etc.,) **OF THE ONE PART:**

:AND:

M/s. SHRAVANEES HOLDINGS,
A Registered Partnership Firm,
Having its Office at:
No.31, 2nd Floor,
Shravanees Krishna Mansion,
Ashoka Pillar Road,
100 Feet Road,
Second Block,
Jayanagar,
BANGALORE – 560 011.
Represented by its Managing Partners:
Mrs. SHAILAJA HANUMESH,
Mr. ASHOK KUMAR.

hereinafter called the **"BUILDER"**

(which expression wherever it so requires shall mean and include all its partners, their respective heirs, legal representatives, administrators, executors, and assigns etc.,) **OF THE SECOND PART:**

:IN FAVOUR OF:

hereinafter called the **"PURCHASER/S"**

(Which expression wherever it so requires shall mean and include all his/her/their respective heirs, legal representatives, administrators, executors and permitted assigns etc.,) **OF THE THIRD PART:**

WITNESSETH:

WHEREAS the Property bearing Municipal No.16 (Old Municipal Nos.16, 17, 17/1 and 17/2) situated in Vani Vilas Road, Vishveshwarapuram, Municipal Ward No.50 of Vishveshwarapuram, Bangalore-560, is morefully described in Schedule 'A' herein and hereinafter referred to as Schedule 'A' Property for convenience.

WHEREAS the Property bearing Municipal No.16 situated in Vani Vilas Road, Vishveshwarapuram, Municipal Ward No.50 of Vishveshwarapuram, Bangalore-560 004, was acquired by the **Seller Nos.1 to 3**, in terms of three Gift Deeds as detailed below :

- a) Gift Deed dated 27/03/2008 executed by Sri.B.A.Ravi Prasad in favour of Seller No.1 registered as Document No.5703/2007-08 in Book-I and stored in C.D.No.BSGD109, in the Office of the Sub-Registrar, Basavanagudi, Bangalore;
- b) Gift Deed dated 03/12/2011 executed by Sri.B.A.Nagaraj in favour of Seller No.2 registered as Document No.2230/2011-12 in Book-I and stored in C.D.No.BSGD154, in the Office of the Sub-Registrar, Basavanagudi, Bangalore;
- c) Gift Deed dated 03/12/2011 executed by Sri.B.A.Srinivasa Gupta in favour of Seller No.3 registered as Document No.2231/2011-12 in Book-I and stored in C.D.No.BSGD154, in the Office of the Sub-Registrar, Basavanagudi, Bangalore;

and from the date of acceptance of gift, the Seller Nos.1 to 3 started enjoying the said Property bearing Municipal No.16 of Vani Vilas Road as absolute owners and Khata of the said Property stands in their names in the records of Bruhat Bangalore Mahanagara Palike vide Khata Certificate dated 17/06/2014 and they were paying municipal property taxes regularly.

WHEREAS Property bearing Municipal No.17/2 situated in Vani Vilas Road, Vishveshwarapuram, Municipal Ward No.50 of Vishveshwarapuram, Bangalore-560 004, was acquired by **Seller Nos.4 to 7** herein as detailed below :

- a) Sale Deed dated 05/07/2002 registered as Document No.1661/2002-03 in Book-I and stored in C.D.No.18, in the Office of the Sub-Registrar, Basavanagudi, Bangalore executed by Sri. C. Radhakrishna and others in favour of the Seller No.4;
- b) Transfer Deed dated 24/11/2014 registered as Document No.5315/2014-15 in Book-I and stored in C.D.No.BSGD259, in the Office of the Sub-Registrar, Basavanagudi, Bangalore executed by Sri. C. Radhakrishna and others in favour of the Seller No.4;
- b) Gift Deed dated 24/12/2014 executed by Seller No.4 in favour of Seller No.5 registered as Document No.6017/2014-15 in Book-I and stored in C.D.No.BSGD262, in the Office of the Sub-Registrar, Basavanagudi, Bangalore;
- c) Gift Deed dated 24/12/2014 executed by Seller No.4 in favour of Seller No.6 registered as Document No.6019/2014-15 in Book-I and stored in C.D.No.BSGD262, in the Office of the Sub-Registrar, Basavanagudi, Bangalore;
- d) Gift Deed dated 24/12/2014 executed by Seller No.4 in favour of Seller No.7 registered as Document No.6020/2014-15 in Book-I and stored in C.D.No.BSGD262, in the Office of the Sub-Registrar, Basavanagudi, Bangalore;

and from the date of their acquiring title to the aforesaid Property bearing Municipal No.17/2 of Vani Vilas Road, the Seller Nos.4 to 7 started enjoying the said Property as absolute owners and Khata of the said Property stands in their names in the records of Bruhat Bangalore Mahanagara Palike vide Khata Certificate dated 08/01/2015 and they were paying municipal property taxes regularly.

WHEREAS the Seller Nos.1 to 3 and Seller Nos.4 to 7 with an intention to be the co-owners of Property bearing Municipal Nos.16 and 17/2 of Vani Vilas Road, Vishveshwarapuram, Municipal Ward No.50 of Vishveshwarapuram, Bangalore-560 004, exchanged certain undivided right, title, interest, ownership and share therein in terms of a Deed of Exchange dated 28/02/2015 registered as Document No.7434/2014-15 in Book-I and stored in C.D.No.BSGD267 in the Office of the Sub-Registrar, Basavanagudi, Bangalore and thus the Sellers 1 to 7 are fully seized and possessed of the said Properties with power and authority to sell, develop or otherwise dispose of the same in favour of any person/s of their choice.

WHEREAS the Property bearing Municipal No.17 situated in Vani Vilas Road, Vishveshwarapuram, Municipal Ward No.50 of Vishveshwarapuram, Bangalore-560 004, was purchased by **Seller No.8** from their Vendors Sri.M.N.Parthasarathy alias Partha Mudambi alias Partha Narayan Mudambi and another in terms of a Sale Deed dated 02/06/2014 registered as Document No.1161/2014-15 in Book-I and stored in C.D.No.BSGD242, in the Office of the Sub-Registrar, Basavanagudi, Bangalore and from the date of purchase, the Seller No.8 started enjoying the said Property as absolute owners and Khata of the said Property stands in their name in the records of Bruhat Bangalore Mahanagara Palike vide Khata Certificate dated 02/07/2014 and they were paying municipal property taxes regularly.

WHEREAS the Seller Nos.1 to 7 and Seller No.8 with an intention to be the co-owners of Property Nos.16, 17 and 17/2, Vani Vilas Road, Vishveshwarapuram, Municipal Ward No.50 of Vishveshwarapuram, Bangalore-560 004, exchanged certain undivided right, title, interest, ownership and share therein, in terms of a Deed of Exchange Dated 28/02/2015 registered as Document No.7441/2014-15 in Book-I and stored in C.D.No.BSGD267 in the Office of the Sub-Registrar, Basavanagudi, Bangalore and thus Sellers 1 to 8 are fully seized and possessed of the said Property Nos.16, 17 and 17/2 with power and authority to sell, develop or otherwise dispose of the same in favour of any person/s of their choice.

WHEREAS the Seller Nos.1 to 7 and Seller No.8 in fact in furtherance of their intention to undertake a composite development in the aforesaid Properties bearing Municipal Nos.16, 17 and 17/2 of Vani Vilas Road, Vishveshwarapuram, Municipal Ward No.50 of Vishveshwarapuram, Bangalore-560 004, executed a Deed of Amalgamation dated 19/03/2015 and applied for amalgamation of municipal khatas of Municipal Nos.16, 17 and 17/2 from Bruhat Bangalore Mahanagara Palike, who permitted such amalgamation for the said Properties and registered the names of Seller Nos.1 to 7 and Seller No.8 as joint khata holders by assigning one Municipal No.16, Vani Vilas Road, Vishveshwarapuram, Bangalore-560 004.

WHEREAS the Seller Nos.1 to 7 being interested in developing the said Properties bearing Municipal Nos.16 and 17/2, Vani Vilas Road, Vishveshwarapuram, Municipal Ward No.50 of Vishveshwarapuram, Bangalore-560 004, entrusted the same to Seller No.8 viz., M/s.Shravanee Holdingss, who is also the Builder herein, in terms of a Joint Development Agreement dated 15/04/2015 registered as Document No.228/2015-16 in Book-I and stored in C.D.No.BSGD271 in the Office of the Sub-Registrar, Basavanagudi, Bangalore and under the aforesaid Agreement the Sellers 1 to 7 and Builder agreed to jointly undertake the development of the said Property into Multistoried Residential Apartment Building and the Seller Nos.1 to 7 and Builder agreed to share the land and building in the ratios agreed and detailed therein and simultaneously executed a General Power of Attorney of even date registered as Document No.38/2015-16 in Book-IV and stored in C.D.No.BSGD271 in the Office of the Sub-Registrar, Basavanagudi, Bangalore, in favour of Builder, empowering the Builder to secure approvals, develop and sell in terms of the Joint Development Agreement.

WHEREAS the Property bearing Municipal Khata No.17/1 (Old Municipal Khata No.46 and thereafter numbered as 17), Vani Vilas Road, Municipal Ward No.50 of Visveswarapuram, Basavanagudi, Bangalore, was purchased by **Seller Nos.9 and 10** from their Vendors Sri.Jayant Ramaswamy Haritsa alias Jayant R. Haritsa and Ms.Tulasi Rukmini Haritsa alias Ms.Tulasi R. Haritsa, in terms of a Sale Deed dated 23/08/2018 registered as Document No.3478/2018-19 in Book-I and stored in C.D.No.BSGD333, in the Office of the Sub-Registrar, Basavanagudi, Bangalore and

from the date of purchase, the Seller Nos.9 and 10 started enjoying the said Property as absolute owners and Khata of the said Property stands in their names in the records of Bruhat Bangalore Mahanagara Palike vide Khata Certificate dated 04/12/2018 and they have paid municipal property taxes regularly and upto date.

WHEREAS the Seller Nos.9 and 10 have empowered the Builder to develop their Property bearing Municipal No.17/1 of Vani Vilas Road, Vishveshwarapuram, Bangalore, to undertake development of the same by integrating the development in Property bearing Municipal Nos.16 and 17/1 of Vani Vilas Road, Vishveshwarapuram, Bangalore, under a composite scheme of development vide Memorandum of Understanding dated 15/04/2019.

WHEREAS the Seller Nos.1 to 8 and Seller Nos.9 and 10 with an intention to be the co-owners of Property Nos.16 (Old Nos.16, 17, 17/2) and 17/1, Vani Vilas Road, Vishveshwarapuram, Municipal Ward No.50 of Vishveshwarapuram, Bangalore-560 004, exchanged certain undivided right, title, interest, ownership and share therein, in terms of a Deed of Exchange Dated 05/10/2023 registered as Document No.BSG-1-06813-2023-24 in Book-I and stored in Centralized Data Cell in Electronic Form in the Office of the Sub-Registrar, Basavanagudi, Bangalore and thus Sellers 1 to 10 are fully seized and possessed of the said Property Nos.16 (Old Nos.16, 17, 17/2) and 17/1 with power and authority to sell, develop or otherwise dispose of the same in favour of any person/s of their choice.

WHEREAS the Sellers 1 to 8 and Seller Nos.9 and 10 in fact in furtherance of their intention to undertake a composite development in the aforesaid Properties bearing Municipal Nos.16 (Old Nos.16, 17 and 17/2) and 17/1 of Vani Vilas Road, Vishveshwarapuram, Municipal Ward No.50 of Vishveshwarapuram, Bangalore-560 004, executed a Deed of Amalgamation dated 22/04/2019 registered as Document No.451/2019-20 in Book-I and stored in C.D.No.BSGD412 in Book-I in the Office of the Sub-Registrar, Basavanagudi, Bangalore and applied for amalgamation of municipal khata of Municipal Nos.16 and 17/1 from Bruhat Bangalore Mahanagara Palike, who permitted such amalgamation after issuing a Special Notice dated 26/07/2019 and registered the names of Sellers and Builder as joint khata holders in respect of entire Schedule 'A' Property and thus the Schedule 'A' Property is presently

identified with Municipal No.16, Vani Vilas Road, Vishveshwarapuram, Municipal Ward No.50 of Vishveshwarapuram, Bangalore-560 004 and Municipal Khata of the Schedule 'A' Property stands in the joint names of the Sellers and Builder herein in the records of Bruhat Bangalore Mahanagara Palike vide Khata Certificate dated 01/08/2019 and they have paid municipal property taxes regularly and upto date.

WHEREAS the Builder by virtue of the powers conferred upon them under the Joint Development Agreement and the Power of Attorney, secured a Licence and Plan sanctioned from the Bruhat Bangalore Mahanagara Palike, vide L.P.No.BBMP/Addl.Dir/JDSOUTH/0049/2023-24 dated 26/06/2024 for construction of a Residential Apartment Building comprising of Basement, Ground and Sixteen Upper Floors and Terrace Floor and a Club House and the entire development is identified as '**SHRAVANEE ICON**' ("**the Project**"). The above plan is in modification of earlier plan bearing L.P.No.BBMP/Addl.Dir/JDSOUTH/0051/2019-20 dated 13/03/2020.

WHEREAS the Sellers and the Builder identified the apartments and built-up areas etc., falling to their respective shares in '**SHRAVANEE ICON**' in Schedule 'A' Property in terms of an Allocation Agreement dated __/__/____ and agreed that the Sellers and Builder are entitled to dispose of their respective shares and other entitlements of the built-up areas, car parking areas in their own names.

WHEREAS the Builder has registered the Project i.e., '**SHRAVANEE ICON**' under provisions of Real Estate (Regulation and Development) Act, 2016, with the Real Estate Regulatory Authority of Karnataka and the said Regulatory Authority has registered and granted Registration No. _____ dated _____ for the Project.

WHEREAS the Sellers and Builder evolved a scheme of ownership of Residential Apartments in Schedule 'A' Property, in terms of which any person desirous of owning an Apartment in the 'Project' is required to purchase the proportionate undivided share, right, title, interest and ownership in the land in Schedule 'A' Property from the Sellers and such buyer by virtue of agreeing to purchase the undivided interest in the land in Schedule 'A' Property will get a right to construct through the Builder and own the chosen apartment in the Project and upon conveyance, the buyer will perfect his/her/their title over the apartment. After completion of the Project, if any person is desirous of owning an apartment he/she/they will be required to enter into an

agreement to purchase the apartment together with corresponding undivided share, right, title, interest and ownership in the land in Schedule 'A' Property with right to use and enjoy all the common areas and facilities in the Project. Upon such sale in the overall scheme, the entire Schedule 'A' Property will be jointly owned and held by the owners of the apartments and each of them having a definite undivided share in the Schedule 'A' Property and absolute ownership to the respective Apartments with right to use in common, all the common areas, amenities, facilities, staircases, lifts, lobbies, passages, club house, access, etc., within the Schedule 'A' Property which is also jointly owned and held by all of them and to be maintained by Association of Apartment Owners in the Project. The scheme as described above forms the basis of sale and ownership of the Apartments in Project.

WHEREAS the Purchaser/s herein after due verification and scrutiny, being satisfied with the title of the Sellers to the Schedule 'A' Property and with the scheme propounded by the Sellers and Builder and sanctions obtained by them is/are interested in owning an Apartment in the Schedule 'A' Property, described in Schedule 'C' herein, in the Project and as per the scheme, the Purchaser/s agreed to purchase the same with the proportionate undivided share in Schedule 'A' Property and morefully described in Schedule 'B' herein, from the Sellers and Builder. The Purchaser/s further agreed to get the Schedule 'C' Apartment constructed through the Builder.

WHEREAS the Purchaser/s applied for allotment of an Apartment in the Project and has been allotted an Apartment described in Schedule 'C' herein along with right of use of open/covered car park in the Basement/Surface level, as permissible under the applicable law and of *pro rata* share in the common areas ("**Common Areas**") as defined under clause (n) of Section 2 of the Act. The Floor Plan of the apartment is annexed hereto and marked as **Annexure-3** to this Agreement.

WHEREAS the Purchaser/s hereby confirm/s that he/she/they is/are executing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project and after taking legal advice and after having gone through all the terms herein and understanding the rights and obligations and Disclosures made by Sellers and Builder and contained herein. The Purchaser/s is/are aware and consented that the Common Areas, amenities and facilities in the Project shall be

ultimately held and maintained by the Association of Apartment Owners in the Project. WHEREAS the Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

WHEREAS it is made clear by the Sellers and Builder to the Purchaser/s that Apartment along with car parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering portion of the Land in Schedule 'A' Property.

WHEREAS in accordance with the terms set out in this Agreement and as mutually agreed upon by and between the Parties, the Sellers/Builder hereby agree to sell and the Purchaser/s hereby agree/s to purchase the Property specified in para above.

WHEREAS the Sellers and Builder have hence offered to sell Schedule 'B' Property and construct for Purchaser/s and sell Schedule 'C' Apartment free from all encumbrances and the Purchaser/s accepted the said offer and agreed to purchase the Schedule 'B' Property and construct and purchase Schedule 'C' Apartment free from all encumbrances for consideration mentioned herein. The Sellers and Builder have agreed to convey Schedule 'B' Property and/or Schedule 'C' Property subject to Purchaser/s complying with the terms of this Agreement and payment to the Sellers/Builder all the amounts detailed in this Agreement. The Purchaser/s agree/s not to claim conveyance or possession of the apartment without fully making all payments and compliances in terms of this Agreement.

WHEREAS under the aforesaid Joint Development Agreement and Allocation Agreement the Schedule 'B' Property and Schedule 'C' Apartment are part of the areas allotted to the share of the Builder and hence consideration stipulated herein and all other amounts payable by the Purchaser/s under this Agreement shall belong to Builder and hence entitled to receive and appropriate all the amounts payable under this Agreement.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1) DEFINITIONS AND INTERPRETATION:

1.1 Definitions:

Unless the context otherwise requires, the following capitalized terms shall have the meaning set forth below.

- (a) **“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 and their amendments made from time to time, where the context so requires and all the Rules made pursuant to the Act;
- (b) **“Agreement”** shall mean this agreement to sell the Schedule `B' Property and construction of the Schedule “C” Apartment, including the schedules and annexures hereto, as may be amended from time to time;
- (c) **“Apartment Owners/Owners”** shall mean any owner or owners of Apartments in the Project;
- (d) **“Applicable Law”** means all laws, statutes, regulations, codes, bye-laws, ordinances, treaties, judgments, decrees, directives, rules, guidelines, orders, policies and other requirements of any Governmental Authority having jurisdiction over the Schedule “A” Property which are in effect or as may be amended, modified, enacted or revoked from time to time hereafter;
- (e) **“Approvals”** shall mean licence and plan sanctioned by the Bruhat Bangalore Mahanagara Palike, for construction of the Project i.e. vide L.P.No.BBMP/Addl.Dir/JDSOUTH/0049/2023-24 dated 26/06/2024.
- (f) **“Association or Association of Apartment Owners or Owners Association”** shall all mean the same, being the Association of Apartment Owners to be formed by the Sellers and Builder, in respect of the Project as per the provisions of the Karnataka Apartment Ownership Act, 1972, in the form of a Company or Trust or Society or in the form of any other entity;
- (g) **“Association Agreement”** shall mean the Maintenance Agreement between the Association and the service provider for maintenance of the Common Areas, Amenities and Facilities in the Project;
- (h) **“Appropriate Government”** means the State Government of Karnataka;
- (i) **“Balance Sale Consideration”** shall mean any part of the sale consideration/cost of construction and other charges which has not been paid and is required to be paid under this Agreement in terms of the instalments set out in terms of Annexure-1 hereto;

- (j) **“Carpet Area”** means the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment;
- (k) **“Completion Certificate”** shall mean the certificate of completion for the Building issued by the Project Architect, certifying that the same having been built as per the Specifications annexed hereto and in accordance with the sanctioned plans and its fitness for occupation;
- (l) **“Completion Period”** shall mean on or before 30/09/2025 with grace period of Six months or such extended time as provided in Clauses herein, before which the Sellers and Builder would have applied for and secured the Occupancy Certificate for the Building in the Project.
- (m) **“Common Areas of the Project”** shall mean and include areas demarcated and declared as the common areas of Project, which are used in common by all the owners/occupants on payment of Common Area Maintenance Charges and does not include the reserved common areas. The Common Areas in the Project are subject to such reasonable, non-discriminatory rules and regulations as are prescribed by the Builder or Owners Association to be followed by all the owners/occupiers of the apartments in the Project;
- (n) **“Common Amenities & Facilities of the Project”** shall mean and include those amenities and facilities of the Project, the Common Amenities and Facilities of the Project are subject to such reasonable, non-discriminatory rules and regulations as are prescribed by the Sellers/Builder or the Association to be followed by all the owners/occupiers of the Apartments and does not include reserved facilities.
- (o) **“Deed of Declaration”** shall mean the deed of declaration to be executed by the Sellers and Builder to submit the Project, the Common Areas, the Common Amenities and Facilities of the Project under the provision of the Karnataka Apartment Ownership Act, 1972;
- (p) **“Force Majeure”** shall mean the occurrence of one or more of the following events:-
 - i) war;
 - ii) flood;
 - iii) drought;
 - iv) fire;
 - v) cyclone;
 - vi) earthquake;
 - vii) any other calamity caused by nature including those detailed in the clause relating to events of Force Majeure;

- viii) Epidemic, Pandemic, Sars, Ebola, Swine Flu, Covid-19 (Corona Virus) and any other flu or virus outbreaks within more general terms such as “disease” or “illness” that may cause measures to address or contain an outbreak and also such other disease or illness that may be listed or covered under general terms such as “government action”, “government order”, “government circulars”, “national emergency” or “quarantine”, lock down due to the spread of any disease which may or may not require social/physical distancing and isolation measures to restrict the spread of the disease referred to above;
 - ix) any other calamity caused by nature affecting the regular development of the Project;
 - x) reasons beyond the control of the Sellers and/or Builder;
- (q) **“Interest”** means the rate of interest payable by the Sellers and Builder or the Purchaser/s, as the case may be in terms of this Agreement which is to be calculated at prevailing interest rate of State Bank of India highest Marginal Cost of Lending Rate (MCLR) plus 2%.
- (r) **“Land”** shall mean and include land in Schedule `A' Property.
- (s) **“Local Authority” or “Authority”** shall mean any union, state, local or other governmental, administrative, regulatory, judicial or quasi-judicial authority or self-regulating authority or agency, commission, board, tribunal, court, Bruhat Bangalore Mahanagara Palike (BBMP), Bangalore Electricity Supply Company Ltd., (BESCOM), Bangalore Water Supply and Sewerage Board (BWSSB), Real Estate Regulatory Authority, Real Estate Appellate Tribunal and shall include any other competent authority Under the Act and having jurisdiction over the Schedule “A” Property;
- (t) **“Limited Common Area”** shall mean the Purchaser/s Car Parking Area, terrace area and such other areas, which are allotted for the exclusive use by the apartment owners in Project as they would be attached to such Apartments and capable of being used by the owners of the apartments and to be maintained by the owners of such apartments at their cost and not as part of the Common Area;
- (u) **“Occupancy Certificate”** means the Occupancy Certificate or such other certificate by whatever name called, issued by the Authority confirming completion of the Project;
- (v) **“Other Costs Charges and Expenses”** shall mean all the amounts set out in Annexure-1 hereto, which amounts the Purchaser/s is/are required to pay in addition to the Sale Consideration, Cost of Construction and Statutory Payments as per Annexure-1.
- (w) **“Party”** unless repugnant to the context, shall mean a signatory to this Agreement and **“Parties”** unless repugnant to the context, shall mean a collective reference to all the signatories to this Agreement;

- (x) **"Person"** shall mean any natural 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 the Act;
- (y) **"Plan"** or **"Sanctioned Plan"** shall mean the building plan, which is approved by the Local Authority prior to start of the Project and its Modified Sanction Plans;
- (z) **"Project Account"** shall mean the account opened in Union Bank of India, Jayanagar 1st Block Branch, Bangalore, standing in the name of the Sellers and Builder;
- (aa) **"Project"** shall mean and include the proposed development of Apartments in the subject Property envisaged under the scheme of development;
- (bb) **"Purchaser/s Car Park/s"** shall mean the car parking spaces space/s allotted to the Purchaser/s for his/her/their exclusive use so long as the Purchaser/s own/s and occupy/ies the Schedule "C" Apartment or by any of the occupiers of the Schedule "C" Apartment under the authority or agreement with the Purchaser/s herein;
- (cc) **"Possession"** shall include "Deemed Possession" agreed to be delivered on receipt of Occupancy Certificate or before expiry of notice of completion, whichever is earlier;
- (dd) **"Rules"** means the Karnataka Real Estate (Regulation and Development) Rules, 2017
- (ee) **"Regulations"** means the Regulations made under the Real Estate (Regulation and Development) Act, 2016;
- (ff) **"Section"** means a section of the Act.
- (gg) **"Sale Deed"** shall mean the deed of sale to be executed by the Sellers and Builder, for legally conveying the absolute right, title and interest in the Schedule 'B' Property and the Schedule "C" Apartment on the terms and conditions contained therein under the Scheme;
- (hh) **"Specifications"** shall mean specifications of the Project set out in **Annexure-2**, attached hereto, based on which the Project and the Residential Apartment Building shall be constructed/completed;
- (ii) **"Statutory Payments"** shall mean statutory charges including Goods and Service Tax ("GST") as applicable from time to time, which will be payable by the Purchaser/s in addition to the Sale Consideration, Cost of Construction and Other Cost Charges and Expenses, under this Agreement;

- (ii) **“Super Built Up Area”** of any Apartment shall mean the aggregate of (i) the Carpet Area of an Apartment and (ii) thickness of the external walls (iii) balconies and terraces and proportionate share in the Common Areas and such of the Common Areas used for housing the Common Amenities and Facilities in the Project;

2) AGREEMENT TO SELL AND CONSTRUCT:

That in pursuance of the aforesaid agreement and in consideration of the Purchaser/s agreeing to participate in the scheme of development and paying the consideration stipulated for sale of Schedule `B` Property and the cost of construction of Schedule `C` Apartment and all applicable taxes, charges, etc., agreed to be paid in terms of this agreement and subject to the Purchaser/s complying with all the terms herein, the Sellers and Builder hereby agree to sell and the Purchaser/s hereby agree to purchase the Property herein consisting of an undivided share of land, right, title, interest and ownership in the land in Schedule `A` Property and described in Schedule `B` herein and further the Builder hereby agrees to construct for the Purchaser/s the Apartment in Schedule `C` Property in terms of the scheme envisaged as above on prompt payment of the amounts stipulated above and convey the same. The total sale price includes the booking amount paid by the Purchaser/s to the Builder.

3) CONSIDERATION FOR SALE OF SCHEDULE `B` PROPERTY AND COST OF CONSTRUCTION OF SCHEDULE `C` APARTMENT AND APPLICABLE TAXES AND OTHER CHARGES:

3.1) The Sellers and Builder shall sell and the Purchaser/s shall purchase the Property described in Schedule `B` herein and construct the Schedule `C` Property and pay all applicable taxes and other charges stipulated in **Annexure-1** attached hereto. In case of variation in the area of the undivided share or the area of the Schedule `C` Property to be conveyed in favour of the Purchaser/s herein in terms of this agreement, which is not more than 3% consequent to construction or any variation to the plans sanctioned or for any other reason, the consideration stipulated for sale of the Schedule `B` Property and/or Schedule `C` Property stands varied accordingly and not otherwise. Accordingly, sale consideration gets adjusted and excess amount paid will be refunded by Builder to the Purchaser/s and shortfall would be made good by the Purchaser/s to the Builder.

3.2) The Purchaser/s agree/s to pay the consideration stipulated in Annexure-1 in terms stated therein to the Builder. The Total Price of Apartment includes recovery of price of land, construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project in terms of Specifications. Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Purchaser/s to the Builder shall be increased based on such change/modification. The Total Price above does not include Goods and Service Tax (GST) in connection with the construction of the Project, by whatever name called and the same shall be payable by the Purchaser/s in terms of Annexure-1.

3.3) In addition to the payments stipulated under Annexure-1 which is agreed to be payable in the manner stated above, the Purchaser/s shall also be liable to pay amounts covered under Annexure-1 attached hereto which consists of GST, Club House charges, etc., which are detailed therein. The Purchaser/s shall also pay the same as and when demanded by the Builder during the course of development of the Schedule 'A' Property or on completion at its discretion and which the Purchaser/s shall pay on demand, without committing any delay or default since it has direct impact on the timely completion of the development in Schedule 'A' Property.

4) PAYMENT TERMS TOWARDS SALE OF SCHEDULE 'B' PROPERTY AND COST OF CONSTRUCTION OF SCHEDULE 'C' PROPERTY, ETC.:

4.1) The Purchaser/s has/have paid the Builder the Booking amount mentioned in the Annexure-1 as part payment and balance shall be payable to the Builder as detailed in the Annexure-1 and payment in terms of said Annexure-1 is the essence of this agreement and under no circumstance there shall be delay in payment of the balance sale price and cost of construction and other charges. The Builder shall periodically intimate in writing to the Purchaser/s, the amount payable and the Purchaser/s shall make payment demanded by the Builder within the time and in the manner specified therein. The payments under Annexure-1 shall be paid by the

Purchaser/s within fifteen days of Builder sending a demand for payment of such installments. Any delay in payment affects the development in the Schedule 'A' Property and would also affect the interest of other purchasers who have joined the scheme of development from time to time.

4.2) All payments shall be made by cheque/s or demand draft/s or wire transfer drawn in favour of Builder or as directed by Builder. In case any Cheque/s issued by the Purchaser/s is/are dishonoured for any reason in respect of the payments in Annexure-1, the Purchaser/s is/are not only liable for lawful action, but also be liable to pay the charges collected by the Bank. In case of out station cheque or demand draft or wire transfer, the collection charges if any, will be debited to the Purchaser's/s' account and credit for the payment made will be given on net credit of the amount of the instalment. In case of any dishonour of cheque, a sum of Rs.1000/- (Rupees One Thousand Only) would be debited to the Purchaser's/s' account.

4.3) The Builder may allow, in its sole discretion, a rebate for early payments of installments payable by the Purchaser/s, by discounting such early payments at the rates as shall be decided by the Builder from time to time for the period by which the respective installment is advanced. The provision for allowing the rebate and such rate of rebate shall be subject to revision/withdrawal, without giving any notice, at the sole discretion of the Builder.

4.4) The Purchaser/s shall not be entitled to question the cost at which the Sellers or Builder sell remaining undivided share or cost of construction of other apartments in **the Project** for others and the quantum of deposits and other sums referred to above. The Sellers/Builder shall be free to determine and agree upon the cost of sale, construction, payment of other sums and specifications for others. The Purchaser/s shall have no right to question the same.

4.5) The Purchaser/s shall be solely responsible to deduct taxes at source at the rate of 1 per cent on the Total Sale Consideration, as required under section 194IA of the Income-tax Act, 1961 ("the IT Act") for each of the payments made towards the Total Sale Consideration and comply with the provisions of the IT Act. The Purchaser/s also undertake/s to issue a certificate of deduction of tax in Form 16B to the Sellers/Builder on or before 5th day of the subsequent month of deduction.

4.6) The consideration for sale of Schedule 'B' Property and the cost of construction of Schedule 'C' Property and other charges in Annexure-1 is fixed by the parties hereto by mutual consent/negotiations and the Purchaser/s shall have no right to renegotiate any of the amounts fixed under this agreement.

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

4.8) In the event of delay/default by the Purchaser/s to pay the balance sale consideration as per Annexure-1, the Builder shall be entitled to terminate this Agreement by issuing a notice calling upon the Purchaser/s to pay the arrears due within Thirty (30) days from the date of issue of such notice and if the Purchaser/s fail/s to pay the arrears, this Agreement shall be deemed to have been terminated without any requirement to issue separate letter.

4.9) In the event of termination as aforesaid, the Builder shall be entitled to forfeit the booking amount i.e., 10% of the sale value as liquidated damages by adjusting the same against the amounts due by the Purchaser/s till the date of termination and refund the balance, if any, within 60 days from the date of termination without any interest, simultaneous to the Purchaser/s executing and/or registering the necessary cancellation agreement as demanded by the Builder.

4.10) Upon termination of this Agreement the Purchaser/s shall not have any claims over the Schedule 'B' Property and Schedule 'C' Apartment and/or on Sellers's or Builder. The Builder shall be entitled to deal with Schedule 'B' and 'C' Properties as they may deem fit for their benefit without reference to the Purchaser/s.

4.11) If however, the Purchaser/s pay/s up the arrears within the time stipulated in the notice of termination with overdue interest at highest State Bank of India Base Rate/Marginal Cost Lending Rate Plus 2% per annum or as fixed under the Act from time to time, the right to terminate the Agreement would lapse for such default and this Agreement continues to be valid. Any payments by the Purchaser/s received by the Builder would be firstly appropriated towards the payment of interest due if any and remaining towards part payment and any deficit would be made good by the Purchaser/s.

4.12) However even after the expiry of stipulated notice period (as mentioned above) the Builder at its discretion may agree to receive the unpaid sums with interest at highest State Bank of India Base Rate / Marginal Cost Lending Rate Plus 2% per annum or as fixed by the RERA from time to time from due date till repayment in full and in one lump sum of all the outstanding dues.

4.13) In case the Purchaser/s cancel/s this Agreement to Sell or refuses / fails to sign this Agreement to Sell within 15 days after being asked to do so, the Builder is entitled to forfeit from the amounts paid/recover the amounts from the Purchaser/s equivalent to booking amount as liquidated damages and refund the balance sum due, if any, under this Agreement without interest within 60 days from the date of termination, subject to the Purchaser/s executing the Deed of Cancellation of this Agreement (if the same is already signed) and such forfeiture/recovery as aforesaid by the Builder will be automatic without further notice on the Purchaser/s cancelling this Agreement as aforesaid.

4.14) If the Purchaser/s has/have availed housing loan facility from any financial institution or the Bank, then in that event based on the terms of such loan, after deduction of Booking Amount, and interest liabilities, the balance amount would be handed over to the financial institution or the Bank to the extent of amount funded by financial institution of the Bank, and against the receipt of such amount, the financial institution or the Bank as the case may be shall forthwith issue "no dues certificate" in

favour of the Builder and handover the original of this Agreement deposited by the Purchaser/s or cause the Purchaser/s to handover this Agreement against the Builder paying the amounts to the Financial Institution/s or the Bank/s. The balance if any shall be refunded to the Purchaser/s. On refund of the amount as stated above to the Bank or Financial Institution, this Agreement shall be deemed to be cancelled/ terminated and the Builder shall be entitled to deal with Schedule "B" and "C" Properties in any manner with a third party at its discretion. The Purchaser/s hereby authorize/s the Builder to cancel the Agreement of Sale by executing and/or registering such cancellation agreement as Builder may deem fit and to that extent, the agency is created in favour of the Builder by the Purchaser/s.

4.15) In any of the above circumstances, there is no refund of any of the taxes paid by the Builder on behalf of the Purchaser/s. The Purchaser/s can directly claim the same from the concerned department.

4.16) That the common areas of the project are subject to modifications thereto depending upon the technical feasibility and for the betterment of the Project. The Builder may make such minor charges or alterations as may be required in terms of the Act.

5) COMPLAINT OF LAWS RELATING TO REMITTANCES:

5.1) The Purchaser/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India, etc. and provide the Builder with such permission, approvals which would enable the Builder to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The

Purchaser/s understand/s and agree/s that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable as amended from time to time.

5.2) The Builder accepts no responsibility in regard to matters specified in para-5.1 above. The Purchaser/s shall keep the Builder 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 Builder immediately and comply with necessary formalities if any under the applicable laws. The Builder 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/allotment of the said Apartment applied for herein in anyway and the Builder shall be issuing the payment receipts in favour of the Purchaser/s only.

6) ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Purchaser/s authorize/s the Builder to adjust/appropriate all payments made by him/her/them under any head(s) as per the demand towards dues against lawful outstanding, if any, in his/her/their name/s as the Builder may in their sole discretion deem fit and the Purchaser/s undertake/s not to object/demand/direct the Builder adjust his/her/their payments in any manner.

7) TIME IS ESSENCE:

The Sellers/Builder shall in the absence of delay for reasons constituting force majeure abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Apartment to the Purchaser/s and the common areas to the Association of the Owners or the competent authority, as the case may be.

8) LOAN:

8.1) If the Purchaser/s is/are desirous of obtaining a loan to finance the payments of the construction of the said Apartment, the Purchaser/s shall at his/her/their own cost, expense, apply for such loan (hereinafter called 'the Loan') from a bank, housing finance Builder, housing finance society or a financial institution (hereinafter called 'the Financier') and execute all necessary forms and documents and pay all fees, legal costs, stamp duty expenses, etc., in respect thereof.

8.2) The Purchaser/s undertake/s to do all acts, things and take all steps that are required to get the loan amount disbursed and paid to the Builder without any delay and in the manner mentioned in this agreement and as per demand issued by the Builder.

8.3) Notwithstanding whether the loan is obtained or not, the Purchaser/s shall still be liable to pay to the Builder on the due dates, the relevant installments and all other sums due under this Agreement and in the event of any delay and/or default in payment of such amount/s, the Purchaser/s shall be liable to the consequences including payment of interest on the outstanding payments as provided in this Agreement.

8.4) If the Purchaser/s fail/s to obtain the Loan for any reasons whatsoever, the Sellers/Builder shall not in any way be liable to the Purchaser/s for any loss, damage, cost or expense howsoever arising or incurred and such failure to obtain the loan shall not be a ground for any delay in the payment or for any non-payment on due dates of any amounts set out in this Agreement.

8.5) The Purchaser/s shall indemnify and keep the Sellers/Builder, indemnified and harmless against the payments and observance and performance of all the covenants and conditions and any loss, damage or liability that may arise due to non-payment, non-observance or non-performance of the said covenants and conditions by the Purchaser/s as mentioned in the Agreement.

8.6) The Purchaser/s agree/s that in case the Purchaser/s opt/s for a loan arrangement with any financial institution/banks, for the purchase of the Apartment, the conveyance of the Said Apartment in favour of the Purchaser/s shall be executed only upon the Builder receiving No Objection Certificate from such financial institution/Banks from where the Purchaser/s has/have availed financial assistance for purchase of the apartment.

8.7) The Purchaser/s shall be liable for the due and proper performance of all the terms and conditions of loan documents.

9) SPECIFICATIONS:

The Specifications of construction of Schedule `C' Apartment, agreed between the Builder and Purchaser/s are detailed in **Annexure-2** to this Agreement and the Builder agree to construct the Schedule `C' Apartment in accordance with the said specifications or equivalent thereto.

10) DISCLOSURES:

The Purchaser/s acknowledge/s and confirm/s that the Sellers/Builder have fully disclosed to the Purchaser/s as to the Sellers/Builder title and all approvals obtained by them for the development of the Project and the Purchaser/s has/have reviewed all of them and after having understood the implication thereof has entered into this Agreement and the Purchaser/s has/have agreed to all of the Disclosures and the Purchaser/s, expressly grant/s its consent and no objection to the Sellers/Builder to undertake every action as per Disclosures.

- a) The sale of Schedule `B' Property is to enable the Purchaser/s to own Schedule `C' Apartment in Schedule `A' Property and not for any other purposes.
- b) The Common Amenities and Facilities and the Common Areas will be developed by Builder in terms of Specifications and are to be maintained by all the Owners of the Project in common irrespective of the location of such Common Area and the Common Amenities and Facilities in the Project.
- c) That, the Sellers/Builder as aforesaid will be executing Deed of Declaration and the Association shall be executing the Association Agreement with the operator. The Deed of Declaration, inter alia, would also include the obligations of the Purchaser/s to comply with the Association Agreement.
- d) The Builder has reserved the right to grant exclusive right of use and enjoyment of Limited Common Areas to such buyers who will be opting for the same, for which the Purchaser/s has/have no objection and on the other hand he/she/they declare/s and confirm/s that he/she/they is/are fully aware of the particulars of the Limited Common Areas and it is also brought to the notice of the Purchaser/s that the Limited Common Areas will also be a part of Deed of Declaration.

- e) The Purchaser/s has/have no objection for the Builder to create charge or mortgage on Schedule 'A' Property for raising funds to commence and complete the development and construction in the Schedule 'A' Property without affecting the rights of the Purchaser/s. However, the Builder alone are responsible for discharge of the said charge or mortgage before sale of Schedule 'B' Property and Schedule 'C' Property is completed. The Builder agrees to secure necessary No Objection Certificates from the lending Bank/Institution and furnish the same to the Purchaser/s at the time of conveyance of Schedule 'B' Property and Schedule 'C' Property, confirming that Schedule 'B' and 'C' Properties being free from the said charge or mortgage.
- f) The Purchaser/s further confirm and represent that Sellers/Builder have not indicated/promised/represented/given any impression of any kind in an explicit or implicit manner whatsoever, that the Purchaser/s shall have any right, title or interest of any kind whatsoever in any lands, buildings, common areas and facilities falling outside the Schedule 'A' Property save and except the use of common areas to be identified by the Builder in its sole discretion and such identification by the Builder in the plans now or in future shall be final, conclusive and binding on the Purchaser/s. Further, the Builder has made clear to the Purchaser/s that it shall be carrying out extensive developmental/construction activities on day and night in future in the entire area falling outside the Schedule 'B' Property in which Apartment is located and that the Purchaser/s has/have confirm that he/she/they shall not raise any objection or make any claims, which may allege to be suffered by them due to such developmental/construction or its incidental/related activities. The Sellers/Builder relying in good faith on the said specific undertaking of the Purchaser/s, have agreed to sell Schedule 'B' Property and constructed Schedule 'C' Apartment and this undertaking shall survive throughout.

11) CONSTRUCTION OF THE PROJECT/APARTMENT:

11.1) The Purchaser/s has/have seen the design and Specifications of the Apartment and accepted the Floor Plan, Payment Plan and Specifications annexed along with this Agreement. The Builder shall develop the Project in accordance with the approvals and the Specifications. However the Sellers/Builder are entitled to effect minor additions/alterations as provided under the Act or as called upon by the local authorities.

11.2) It is agreed that the Sellers/Builder will not make any additions and alterations in the sanctioned plans and specifications in respect of the apartment, however in certain circumstances the Sellers/Builder may make such minor additions or alterations as per the provisions of the Act.

12) COMPLETION OF THE PROJECT:

12.1) That in the absence of conditions relating to force majeure and/or breach by the Purchaser/s in compliance of the obligations under this Agreement, the Sellers/Builder will complete the Project on or before 30/09/2025 with six months grace period.

12.2) The Sellers/Builder shall not be liable if they are unable to complete the Project and/or the Schedule 'C' Apartment and deliver possession by the aforesaid date by reason of war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project and also on account of force majeure conditions and also in the event of Purchaser/s delaying payment in terms of Annexure-1 herein and for reasons beyond control of Sellers/Builder in such circumstances the Sellers/Builder stand entitled to extension of time for completion and handing over possession of the Apartment and common areas by such time as the Sellers/Builder may inform the Purchaser/s in writing and the monies till then paid by the Purchaser/s under this Agreement shall not be refunded or be entitled to any interest.

12.2.1) The Purchaser/s agree/s and confirm/s that, in the event it becomes impossible for the Builder to implement the project due to Force Majeure conditions or on account of non-payment by the buyers of the apartments in the Project, then the allotment and this Agreement shall stand terminated and the Builder shall refund to the Purchaser/s within 60 days from that date of such termination. The Builder shall intimate the Purchaser/s about such termination at least thirty days prior to such termination. After such termination, the Purchaser/s shall not have any rights, claims etc., against the Builder and that the Builder shall be released and discharged from all its obligations and liabilities under this Agreement.

12.3) In case of any proven willful delay in delivery of the Apartment for reasons other than what is stated above, the Sellers/Builder are entitled to a grace period as aforesaid and if the delay still persists, then on demand being made by the Purchaser/s to withdraw from the Project, the Sellers/Builder will return the amounts received by them from the Purchaser/s along with interest.

12.4) However, where Purchaser/s do not intend to withdraw from the project, he/she/they shall be paid interest by the Sellers/Builder for every month of delay, till the completion of the schedule 'C' Apartment/Unit.

Provided however:

- a) Such delay not being attributable to the reason/s mentioned in clauses above;
- b) The Purchaser/s has/have paid all the amounts payable as per this Agreement and within the stipulated period and not violated any of the terms of this Agreement;
- c) The delay is proved to be willful delay on the part of the Sellers/Builder . However, if the delay is on account of Purchaser/s seeking modifications in Schedule 'C' Property there is no liability on the Sellers/Builder to pay any damages as aforesaid.

12.5) The Purchaser/s further agree/s to receive possession of the Schedule 'C' Apartment inspite of the partial completion of the Project and further pay the balance sums and complete the purchase of the Property agreed to be conveyed in terms of this agreement. The Purchaser/s will be provided with proper entry and exit both through the walkways as well as through driveways to reach the completed portion of the development in the Schedule Property.

13) **DELIVERY OF APARTMENT:**

13.1) The Sellers/Builder agree and understand that timely delivery of possession of the Apartment to the Purchaser/s and the common areas to the Association of Owners or the competent authority, as the case may be, is the essence of the Agreement. The Sellers/Builder assure to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place within the agreed period from date of receipt of Commencement Certificate issued by plan sanctioning authorities, unless there is delay from the Statutory Authorities in issuing clearances with respect to the Project (despite the Sellers/Builder having complied with all the requirements of the appropriate authority) which prevents the Sellers/Builder from discharging its obligations hereunder and/or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force

Majeure conditions then the Purchaser/s agree/s that the Sellers/Builder stands entitled to the extension of time for delivery of possession of the Apartment automatically, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented.

13.2) The Builder will call upon the Purchaser/s in writing by sending a copy of the Occupancy Certificate/Partial Occupancy Certificate and to receive possession of the Apartment within two months. The Purchaser/s shall receive possession after payment of all the amounts due and payable by the Purchaser/s under this Agreement and obtain a Sale Deed from the Sellers and Builder in respect of Schedule 'B' and 'C' Properties within the time stipulated therein. The Purchaser/s shall take possession from the Builder by executing necessary indemnities, undertakings and such other documents as prescribed in this agreement and thereafter possession of the apartment would be delivered.

13.3) The Purchaser/s agree/s to pay the maintenance charges as determined by the Builder after the issuance of the Occupancy Certificate/Completion for the Project. In case the Purchaser/s fail/s to take possession within the time stipulated above, the Purchaser/s shall continue to be liable to pay maintenance charges, irrespective of the fact whether possession is taken or not.

13.4) The Builder shall confirm the final carpet area by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Builder and the project architect's certificate in that regard shall suffice. If there is any reduction in the carpet area which is more than Five percent of the carpet area of the Apartment, then the Sellers/Builder shall refund the excess money paid by Purchaser/s within sixty days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Purchaser/s. If there is any increase in the carpet area, which is not more than Five percent of the carpet area of the Apartment, allotted to Purchaser/s, the Sellers/Builder may demand that from the Purchaser/s as per the next milestone of the Payment Plan as provided in Annexure-1. All these monetary adjustments shall be made at the same rate per square feet as agreed in Annexure 1 of this Agreement.

13.5) The Purchaser/s upon taking possession of the Schedule 'C' Apartment, shall be deemed to have accepted that the Schedule 'C' Apartment as fully completed in all respects as per the Specifications and the Purchaser/s shall not have any claim against the Sellers/Builder for any items of work in the Schedule 'C' Apartment which may be alleged as not carried out or completed by the Sellers/Builder.

13.6) The Purchaser/s shall be liable to bear and pay to the Builder the following expenses within 15 days after notice by the Sellers/Builder to the effect that the Schedule 'C' Property is ready for use and occupation by the Purchaser/s, irrespective of whether the Purchaser/s takes possession or not:

- Minimum electricity and water demand charges;
- Property taxes in respect of the Schedule 'B' and 'C' Properties and other outgoings and expenses incurred by the Sellers/Builder for maintenance of the Schedule 'C' Property;
- Purchaser's/s' share of common maintenance expenses i.e., proportionate share of insurance premium, wages for the persons appointed by the Sellers/Builder to manage and look after the Common Areas and facilities such as property manager, security guards, gardeners, plumbers, electricians, generator operators, sweepers etc., expenses incurred by the Sellers/Builder or the agency appointed for maintaining all the Common Areas and facilities including electricity charges, water charges, housekeeping consumables etc.;

13.7) Upon receiving a written intimation from the Sellers/Builder, the Purchaser/s shall take possession of the Apartment from the Sellers/Builder by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Sellers/Builder shall give possession of the Apartment to the Purchaser/s. In case the Purchaser/s fail/s to take possession within the time provided, such Purchaser/s shall continue to be liable to pay maintenance charges as specified in this Agreement.

13.8) In addition to payment of maintenance charges, in case the Purchaser/s default/s in receiving possession as aforesaid and/or complete the purchase, the Sellers/Builder are entitled to and Purchaser/s shall be liable to pay Rs.20/- (Rupees Twenty Only) per Sq. Ft., super built up area of Apartment per month as holding charges in addition to the amounts payable in the previous para, which the Purchaser/s agree/s to pay the same on demand or before receiving possession of Schedule 'C' Apartment.

13.9) In case the Purchaser/s default/s in registering the Sale Deed and taking the possession beyond a period of two months from the date of issuance of notice of Occupancy Certificate, the Sellers/Builder is/are entitled to terminate this agreement after deducting 10% of the consideration and deal with the Schedule 'B' and 'C' Properties with third parties. Subsequently, the Sellers/Builder will refund the balance, if any, after adjusting all outstanding amounts, including interest on delayed payments, taxes and brokerage paid if any, after two months from the date of such termination. In case of taxes paid for the apartment, the Purchaser/s agree/s to claim refund on his/her/their own from the concerned authorities.

13.10) The Sellers/Builder agree to pay all outgoings before transferring the physical possession of the apartment to the Purchaser/s, which it has collected from the Purchaser/s, for the payment of outgoings including municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project. If the Sellers/Builder fail to pay all or any of the outgoings collected by it from the purchasers or any liability, mortgage loan and interest thereon before transferring the apartment to the Purchaser/s, the Sellers/Builder agree to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

13.11) CANCELLATION BY PURCHASER/S:

The Purchaser/s shall has/have the right to cancel/withdraw his/her/their allotment in the Project as provided in the Act: Provided that where the Purchaser/s proposes to cancel/withdraw from the project without any fault of the Sellers and Builder, the Builder herein is entitled to forfeit 10% of the amount paid for the allotment and cost of construction reserved herein, and refund the balance less any taxes including GST. The statutory payments made by Purchaser/s will not be refunded. The balance amount of money paid by the Purchaser/s shall be returned by the Sellers/Builder to the Purchaser/s within two months of such cancellation.

13.12) COMPENSATION:

The Sellers/Builder shall compensate the Purchaser/s in case of any loss caused to him/her/them due to defective title of the land, on which the 'Project' is being developed in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the Sellers/Builder fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para above or (ii) due to discontinuance of his business as a Builder on account of suspension or revocation of the registration under the Act; or for any other reason; the Sellers and Builder shall be liable, on demand to the Purchaser/s, in case the Purchaser/s wish/es to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him/her/them in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within Sixty days of it becoming due. Provided that where if the Purchaser/s do not intend to withdraw from the Project, the Sellers/Builder shall pay the Purchaser/s interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment, which shall be paid by the Sellers to the Purchaser/s within Sixty (60) days of it becoming due.

14) TITLE & TITLE DEEDS:

14.1) The Purchaser/s is/are provided with copies of all title deeds relating to Schedule 'A' Property and after being satisfied as to the title of the Sellers to the Schedule 'A' Property and Builder's right to develop Schedule 'A' Property has/have entered into this Agreement. The Purchaser/s shall not be entitled to further investigate the title of the Sellers/Builder and/or power of the Sellers/Builder to develop and sell and no requisition or objection shall be raised in any manner relating thereto. That on sale of all the apartments in the Project, the Builder agrees to deliver the original title deeds of the Schedule 'A' Property to the Owners' Association on its formation and handing over the Project for upkeep and common area maintenance and management of the said property.

14.1) The Purchaser/s has/have no objection for the Sellers/Builder to create charge or mortgage on Schedule 'A' Property for raising funds to commence and complete the development and construction in the Schedule 'A' Property. However, the Sellers/Builder alone are responsible for discharge of the said charge or mortgage before sale of Schedule 'B' and 'C' Properties is completed. The Sellers/Builder agree to secure necessary No Objection Certificates from the lending Bank/Institution.

15) EXECUTION OF SALE DEED, STAMP DUTY, FEES ETC.,:

15.1) The Sellers/Builder shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas, provided the Purchaser/s has/have paid entire sale price and other amounts. However, in case the Purchaser/s fail/s to pay the sale price and/or deposit the stamp duty and / or registration charges within the period mentioned in the notice, the Purchaser/s authorized the Sellers/Builder to withhold registration of the conveyance deed in his/her/their favour till payment to the Sellers/Builder is made by the Purchaser/s and the same is treated as default and Sellers/Builder are entitled to terminate this Agreement and consequences of cancellation by Purchaser/s would arise and Sellers/Builder are entitled to exercise their rights accordingly.

15.2) The Purchaser/s has/have borne the cost of stamp duty payable on this agreement and will also pay all applicable taxes including the prescribed TDS, if applicable, on the sale consideration of Undivided Share of Land Property and/or Schedule 'C' Property and on production of the evidence of the aforesaid said payment/s the sale deed shall be registered.

15.3) The Sellers/Builder agree to execute Sale Deed on compliance of the terms and payment of all sums mentioned herein and sale will be in terms of the Act, Rules thereunder and subject to terms of this Agreement and in accordance with the time lines stipulated in this Agreement subject to delays for reasons constituting events relating to force majeure. The Purchaser/s agree/s not to claim conveyance or possession till compliance of the Agreement. The parties hereto shall co-operate with each other for registration of the Sale Deed in pursuance of this agreement.

15.4) The stamp duty, cess, registration charges and other duty/charges, prevailing at the time of registration of sale deed, legal costs and expenses and all other miscellaneous and incidental expenses for execution and registration of Sale Deed including the Stamp Duty and Registration Fee that may be demanded by The Special Deputy Commissioner for Detection of Under Valuation of Stamps and other Authorities shall be borne by the Purchaser/s. In the event of the Sale Deed being referred to the authorities for adjudication of stamp duty and/or valuation of the Schedule 'B' Property and/or Schedule 'C' Apartment, it is the responsibility of the Purchaser/s to attend to the same at his/her/their cost and secure release of the Sale Deed. The Sellers/Builder have no liability in respect thereto.

15.5) The Purchaser/s hereby authorize/s the Sellers/Builder to sign and execute the required Deed of Declaration in respect of the Project recording the terms and conditions relating to ownership, possession and enjoyment of the Apartments and other built spaces by the respective buyers in the development and also get the same registered.

16) PROPERTY TAXES AND KHATA:

16.1) The Sellers/Builder will pay Municipal taxes, other rates and outgoings on the Schedule 'B' Property till the date of issue of Occupancy Certificate by the Plan Sanctioning Authorities. The Purchaser/s shall be liable to pay the Municipal Taxes from the date of issue of Occupancy Certificate for the Schedule 'B' and 'C' Properties. The Purchaser/s agree/s and undertake/s to pay all government rates, taxes on land, municipal tax, property taxes, wealth tax, taxes, fees or levies of all and any kind by whatever name called, whether levied or leviable now or in future or any enhancement of the prevailing rates by any Government Authority on the said Apartment and/or the said land as the case may be.

16.2) The Purchaser/s is/are entitled to secure Municipal Khata of Schedule 'C' Property on purchase at his/her/their cost from the jurisdictional municipal office and Sellers/Builder agree to sign necessary consent letters. In the event of any demand for payment of betterment charges for securing transfer of Khata, the Purchaser/s agree/s to pay the same in proportion to the Schedule 'B' Property.

17) REPRESENTATIONS AND WARRANTIES OF THE SELLERS & BUILDER:

The Sellers/Builder hereby represent and warrant to the Purchaser/s as follows:

- a) The Sellers have clear and marketable title to the Land in Schedule 'A' Property and there are no encumbrances upon the said Schedule 'A' Property or the Project;
- b) The Sellers/Builder have lawful right and requisite approvals from the competent Authorities to carry out development of the Project;
- c) That the Schedule 'A' Property is not subject matter of any proceedings and the same is not attached or sold or sought to be sold in whole or in portions in any Court or other Civil or Revenue or other proceedings and not subject to any attachment by the process of the courts or in the possession or custody by any Receiver, Judicial or Revenue Court or any officer thereof;
- d) That there are no easements, quasi-easements, restrictive covenants or other rights or servitudes running with Schedule 'A' Property which affects the peaceful possession and enjoyment of Schedule 'A' Property;
- e) All approvals, licenses and permits issued by the competent authorities with respect to the Project are valid and subsisting and have been obtained by following due process of law.
- f) The Sellers and Builder have the right to enter into the Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected;
- g) The Sellers/Builder have not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Apartment, which will, in any manner, affect the rights of Purchaser/s under this Agreement;
- h) The Builder confirms that the Builder is not restricted in any manner whatsoever from selling the said Apartment to the Purchaser/s in the manner contemplated in this Agreement;
- i) On execution and registration of the conveyance deed the Builder will handover lawful, vacant, peaceful, physical possession of the Apartment to the Purchaser/s and the common areas to the Association of the Purchasers or the competent authority as the case may be;

18) REPRESENTATIONS AND WARRANTIES OF THE PURCHASER/S:

The Purchaser/s acknowledge/s that the Sellers/Builder have entered into this Agreement and agreed to sell the Schedule 'B' Property and/or Schedule 'C' Property, based on the representations and warranties of Purchaser/s set out below (the "**Purchaser's/s' Warranties**"):

- a) The Purchaser/s confirm/s that this Agreement upon execution, would constitute legal, valid and binding on the Purchaser/s;
- b) The Purchaser/s has/have been provided and has/have inspected the documents of title, relating to the Schedule 'A' Property belonging to the Sellers/Builder. The Purchaser/s has/have also studied the legal opinion furnished, the plan sanctions, specifications of the Project and the Disclosures. The Purchaser/s, after taking legal advice and after being satisfied with the title and having understood the plan sanctions, specifications of the Project and, the rights of the Sellers/Builder and the Disclosures made by the Sellers/Builder, has entered into this Agreement.
- c) The Purchaser/s is/are entering into this Agreement with full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Purchaser/s hereby undertake/s that he/she/they shall comply with and carry out, from time to time after he/she/they has/have taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any Competent Authority in respect of the Apartment at his/her/their own cost. The Purchaser/s shall obtain permission in writing from the Sellers/Builder to visit the Schedule 'A' Property at the time of construction and follow all the safety standards and procedures required under law.
- d) The Purchaser/s understand/s that Statements and presentations by Sellers/Builder regarding the development are made merely to provide honest perspective of its product and any reference/allusion to other neighborhood developments, projects or facilities, ought not to be construed as binding legal promises or representations.
- e) The Purchaser/s has/have read and understood all the terms and conditions set out in this Agreement, understood the mutual rights and obligations and agree that some of the conditions set out in this Agreement, are necessary for the purpose of maintaining the quality, prestige and exclusivity of the Project and it is because of this reason that the Purchaser/s have approached the Sellers and Builder for acquiring the said Apartment. The Purchaser/s also confirm that the Purchaser/s has/have chosen to invest in the said Apartment after exploring all other options of similar properties in the vast and competitive market and the Purchaser/s confirm/s that the said Apartment to be suitable for the Purchaser/s Apartment and therefore have voluntarily approached the Sellers and Builder for allotment of the said Apartment.
- f) The Purchaser/s shall be bound by the obligations and restrictions which are necessary in the interest of the timely delivery of Schedule 'C' Apartment and completion of Project in Schedule 'A' Property and shall not be in breach of any of the terms of this Agreement.
- g) The Purchaser/s undertake/s to pay all the amounts detailed in Annexure-1, pertaining to the Apartment including but not limited to municipal taxes, rates and cesses, electrical, domestic and non-domestic water charges, insurance charges etc.

- h) The Purchaser/s shall make all payments in time and receive possession and participate in registration of the conveyance deed of the Apartment and towards the formation of an association of the Purchaser/s of the Project.
- i) The Purchaser/s is/are aware that the Sellers and Builder will be executing Deed of Declaration under the provisions of the applicable law and rules made there under and submit the same for registration under the said Act and the Purchaser/s shall be required to abide by the said declaration and bye-laws annexed thereto and become the member of the Owners' Association by signing the required documents as called upon by the Sellers and Builder.

19) RIGHTS OF THE PURCHASER/S:

The Purchaser/s shall have the rights as mentioned below on purchase of Apartment:

- (i) Exclusive ownership of the Apartment;
- (ii) Undivided proportionate ownership share in the Common Areas. Since the share / interest of Purchaser/s in the Common Areas is undivided and cannot be divided or separated, the Purchaser/s shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Purchaser/s to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable.
- (iii) Free and uninterrupted passage of water, gas, electricity, sewerage etc. from and to the Schedule 'A' Property 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 Schedule 'A' Property or any part thereof;
- (iv) The right of entry and passage for the Purchaser/s and agents or workmen of the Purchaser/s to other parts of the Project at all reasonable times after notice to enter into and upon other parts of the Project for the purpose of repairs or maintenance of the Schedule 'C' Property 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.

20) NATURE OF RIGHT AND USAGE:

20.1) The Purchaser/s hereby agree/s, undertake/s and covenant/s with the Sellers and Builder that he/she/they shall not at any time hereafter limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by, or granted to the Sellers and Builder under this Agreement, or any other deed, document or writing that may be entered into and executed between the parties hereto, and the Purchaser/s shall be bound and liable to render to the Sellers/Builder, all necessary assistance and co-operation, to enable the Sellers/Builder to exercise and avail of the same.

20.2) The Purchaser/s has/have agreed that within the Schedule 'A' Property, all areas comprising of walkways, open spaces, landscapes, clubhouse, swimming pool, all other facilities, internal passages, water tanks, supply networks and sewer networks and sewerage treatment plant, storm water drainage, electric poles, etc., will always remain the property of the Sellers and Builder until entire development in Schedule 'A' Property is completed and it is handed over to Owners Association on such completion. However, the Purchaser/s is/are allowed on restricted basis to use such areas and benefits of such facilities subject to the Purchaser/s regularly and promptly paying their proportionate share of the outgoings taxes, costs, charges, expenses and all other amounts as may be demanded by the Sellers/Builder.

20.3) The Purchaser/s will get the Schedule 'C' Apartment constructed through the Builder only as per scheme and not through any other person. The Purchaser/s shall not obstruct and/or interfere in the development/construction processes of the entire project. The development/construction shall be in progress at all times and Purchaser/s will not raise any issue or objections for the same.

20.4) The Purchaser/s agree/s that he/she/they shall have no right to seek partition or division or separate possession of the undivided share in the Schedule 'B' Property nor seek partition/division of common areas, amenities and facilities etc., nor object for the construction of Apartments for the other buyers of similar nature and continue to hold the Schedule 'B' Property in the undivided form.

20.5) The Purchaser/s for himself/herself/themselves with intention to bring all persons unto whomsoever hands the said Apartment may come, doth/do hereby covenant with the Sellers and Builder to comply with the following on purchase of Apartment:

- (i) To maintain the said Apartment at his/her/their own cost in good and tenantable condition, from the date the said Apartment is taken and shall not do or suffer to be done anything in or to the building in which the said Apartment is situate, which may be against the rules, regulations or bye-laws of concerned local or any other authorities or change/alter or make addition in or to the building in which the said Apartment is situated and in the said Apartment itself or any part thereof. In the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned authority and/or to the Sellers and/or to the Builder.

- (ii) Not to demolish or cause to be demolished the said Apartment or any part thereof, nor at any time make or cause to be made any addition or any alteration in the elevation and outside colour scheme of the building in which the said Apartment is situated and shall keep the portion, sewers, drains pipes in the said Apartment and appurtenances thereto in good, tenantable and repairable condition and in particular, so as to support, shelter and protect the other parts of the building in which the said Apartment is situated and shall not chisel or in any other manner damage the columns, beams, walls, slabs or R.C.C or other structural members in the said Apartment without the prior written permission of the Sellers/Builder.
- (iii) Not to put any object or keep flower pot outside the windows or on the projection area of the said Apartment. Outdoor Air conditioning equipment can be fixed at the area pre-approved by the Builder.
- (iv) Not to do or omit or permit to be done any act or thing which may render void or voidable any insurance of the said Land and the building in which the said Apartment is situated or any part thereof or whereby any increase in premium shall become payable in respect of the said building and/or the said Apartment.
- (v) To pay within fifteen days of demand by the Builder his / her / their share of security deposit / charges / premium / statutory demands demanded by the concerned local authority or Government and/or others for any reason/s whatsoever including for giving water, drainage, electricity or any other service connection to the building in which the said Apartment is situated.
- (vi) To comply with all the rules and regulation pertaining to electrical installations, fire safety equipment and services, pollution control and general safety equipment and services as may be prescribed by the statutory Authority and/or the association of owners.
- (vii) If any development and/or betterment charges and/or other levies are charged, levied or sought to be recovered by any Public Authority in respect of the Schedule 'A' Property, the same shall be borne and paid by the Purchaser/s in proportion to his/her/their/its undivided share in the Schedule 'B' Property.
- (viii) To bear and pay any new levies / charges / taxes levied by the Central and / or the State Government for the development of the Apartment which are not levied currently. Any other taxes if levied or to be levied by competent authorities under the law, in respect of any services which the Sellers/Builder would be rendering to the Purchaser/s pursuant to this Agreement, shall also be borne by the Purchaser/s and the Purchaser/s will indemnify the Sellers/Builder of any instances of taxes on this Agreement, accruing in future.
- (ix) To own and enjoy Schedule 'C' Property and shall be entitled to all those such Rights stated in Schedule 'D' herein and the Purchaser/s be liable to comply and adhere to the restrictions and obligations imposed on the Purchaser/s as detailed in Schedule 'E' herein. The rights and obligations so detailed in Schedules 'D' and 'E' hereunder are common to all purchaser/s in the Project.

- (x) To use and enjoy all the common areas and amenities such as driveways and open spaces, common electrical lines and lighting, water lines, sewers, drains, pipes, internal roads, pavements, club house etc., more particularly defined under the Act in Schedule 'A' Property as and when permitted in common with other purchaser/s and other occupants of development in Schedule 'A' Property. The Purchaser/s shall not place objects/things/articles which may hinder free use of any common amenities.
- (xi) The Garden Areas and other greenery abutting the building in **the Project** other than reserved garden areas, are for common use and enjoyment of the Apartment purchasers of the said residential building and the same shall be kept free from obstructions and constructions at all times and always be kept as garden areas only.
- (xii) All other open spaces shall be maintained as open spaces and neither the Purchaser/s herein nor any of the buyers of Apartments in Schedule 'A' Property shall have any right to erect compound or fencing around the apartment building other than what has/have been provided by the Builder as part of overall development of Schedule 'A' Property. The Builder reserves the right to have compound of sufficient height as per the Design.

20.6) The Builder reserves the right to retain/remove/plant any trees/plants, electrical equipment, water bodies, road structures, garbage bins etc., in the Schedule 'A' Property, on which the Purchaser/s cannot question. The Purchaser/s has/have expressly given consent for variations and/or modifications as the Architect/Builder may consider necessary from time to time during the course of construction. The Architect and Builder are the final decision makers on these aspects and the Purchaser/s shall not interfere or question the design, costs, construction processes etc., implemented by the Builder.

20.7) The Purchaser/s either by himself/herself/themselves or joining with others shall not have the power or authority to seek for any change in the location of any common areas, amenities and facilities provided or agreed to be provided in Schedule 'A' Property.

20.8) It is agreed that the building in Schedule 'A' Property shall be held by all the purchasers and each of them having proportionate undivided share and ownership in the land as per the terms and conditions herein. All common areas such as lobbies, passages, lifts, staircases, electrical lines, water lines, sewerage lines and also other facilities which are used in common by other apartment holders in the Building shall

belong to and vest in the apartment owners jointly to be used by all the owners of such building in common. None of the apartment owners shall cause any obstruction or store or keep any goods or articles in the common areas of the building.

20.9) The Purchaser/s shall be entitled to commonly use all internal driveways, pavements, common gardens, open spaces, etc., as also all other common areas, amenities and facilities provided within Schedule 'A' Property/the Project in common with all the apartment owners and the same shall belong to and vest in the apartment owners jointly to be used by all the owners of such building in common. None of the apartment owners shall cause any obstruction or store or keep any articles in the common areas of the building which hinders the usage of any of these common amenities. It is clarified that all these common areas, amenities and facilities shall remain common to the Project in Schedule 'A' Property.

20.10) All the Common Areas and the Common Amenities and Facilities shall be for non-exclusive use and will be based on the rules and regulations of the Association and as provided herein.

20.11) The Builder is also entitled to retain its Logo and Brand and Project name in the form of a permanent hoarding/board/signage of the Project in a conspicuous place in Schedule "A" Property only in respect to the '**SHRAVANEES ICON**'. The cost of electricity and maintenance of signage is part of the CAM Charges. Perpetual right of easement is conferred on the Builder to display the Shравanee Brand on the façade of the Building and Purchaser/s consent/s for the same. Neither the Purchaser/s nor Owners Association is entitled to prevent or disturb or damage or remove the same at any time. Neither the Purchaser/s nor the Association shall have the right to question the said acts of Builder and/or their transferees or persons permitted by them. The Purchaser/s specifically provide consent for the above.

20.12) The terrace of the Building is common to all owners/occupants in the building '**SHRAVANEES ICON**' which has a common Infinity Pool and other common amenities.

20.13) The Purchaser/s shall not require or undertake by himself/herself/themselves before/after delivery of possession of Schedule 'C' Apartment, any additions / deletions / modifications/changes in position etc., of the windows, doors, overall footprints of the Apartment, internal layout of the Apartment, toilets and kitchen, sit outs/balconies/

decks (covered or uncovered), lofts/ledges, staircase, architectural features (external/internal), fabrication works (grills, balcony railings) and external painting, other than what is provided for in the approved plans of Sellers/Builder. The Sellers'/Builder decision shall be final and the Purchaser/s shall not interfere or question the design, cost, construction processes etc., implemented by the Sellers/Builder.

20.14) The Purchaser/s shall not, permanently remove any fixtures or fittings provided in Schedule 'C' Property if any. However, the Purchaser/s may undertake temporary partitions, or install any electrical equipment required for Purchaser/s operations, including but not limited to Computer systems, electronic devices, CCTV, telephones, etc. The Purchaser/s shall carryout, at his/her/their own cost and expenses and without claiming any reimbursement from the Builder, minor non-structural additions or improvements to the Schedule 'C' Apartment. The Purchaser/s shall not do any act, which will cause or tend to cause any damage to the structure and facade of the building.

20.15) The Purchaser/s shall use that the Schedule 'C' Apartment or permit to be used only for residential purposes and Purchaser/s shall not use or permit usage of the same for any other purposes.

20.16) The Purchaser/s hereby acknowledge/s that the Schedule 'C' Apartment together with the parking space allotted to same, as described in Schedule 'C' hereunder, shall always be treated as a single indivisible unit for all purposes and cannot be transferred or dealt with separately. Other than the parking space/s allotted to the Schedule 'C' Apartment, the Purchaser/s shall not have any claim, right or interest whatsoever in respect of the remaining parking spaces in the Schedule 'A' Property and the Sellers/Builder shall have the right to allot the use of the same to any buyer/s of the Apartment. This is an essential condition of sale and the Purchaser/s has/have specifically agreed to the same.

20.17) The Builder has the right to make any alterations, improvements, additions, repairs whether structural or non-structural, interior or exterior, ordinary or extraordinary in relation to any unsold Apartments in Schedule 'A' Property and the Purchaser/s shall have no objection/make any claims in respect thereto.

20.18) The Purchaser/s shall not make any structural alterations to the Schedule 'C' Apartment and/or effect any change to the plan or elevation and shall not enclose the balcony of the Schedule 'C' Apartment. The Purchaser/s while carrying on the interior decoration work within the Schedule 'C' Apartment shall not cause any nuisance/annoyance to the occupants of the other apartments in the building and shall not use the common areas, roads, open spaces in the Schedule 'A' Property for dumping materials/debris etc. The Purchaser/s shall strictly observe the rules, regulations, restrictions that may be generally/ specifically imposed/prescribed by the Builder or the agency appointed periodically for the maintenance of all common areas and facilities in the Project for carrying on the interior decoration/maintenance work within the Apartment and only during specified times.

20.19) All interior related works that the Purchaser/s may take up on his/her/their own can be taken up only after handing over possession of the Schedule 'C' Apartment to the Purchaser/s by the Builder . The Purchaser/s can carry out interior works during the day time between 9 A.M. and 6 P.M. on all days except Sundays and Public Holidays and the workers shall vacate/leave the premises immediately after 6 P.M. The Purchaser/s shall be fully liable and responsible to clear at his/her/their cost the debris generated and construction waste materials accumulated inside the Schedule 'C' Apartment at the time of carrying out interior modification works. It is the responsibility of resident owner/ respective contractor to get the same cleared and dump all the waste materials at the specified areas as designated by the Builder. The Purchaser/s shall not dump the same in any other areas other than the place designated by the Builder. Any damage caused to the internal electrical, plumbing systems or to any of the fixtures during the course of interior modification works in the Schedule 'C' Property, the Sellers/Builder will not be held responsible for rectification of the same. The Purchaser/s shall not change the appearance of external walls by painting in different color/fixing of tiles etc., The Builder do not owe any responsibility for any breakages, damages caused to any of the finishing works or to the structure already handed over to the Purchaser/s but originally carried out by the Builder. The Builder shall not be responsible/liable for any thefts during the course of the interior works. The Sellers/Builder shall also be not responsible for any accidents, injury or loss of life, or pilferage during the course of the interior works of any materials belonging to the Purchaser/s.

20.20) The Purchaser/s shall shift the interior materials/furniture (while moving in/out) to be done through staircase only provided therefor without damaging the walls and surrounding common areas. The Purchaser/s shall use the Service elevator for shifting of smaller house hold items in enclosed boxes, without overloading or damaging the elevator and its side panels, buttons, railings etc.

20.21) The Purchaser/s on allotment of the car parking area, other than use of the same, shall not have any power or authority to transfer the same other than with the apartment and the undivided share described in Schedule 'B' and 'C' herein. In addition thereto the Purchaser/s shall not allow the use of the car parking/s allotted for use and enjoyment of the same by any person who does not own or occupy an apartment in the development in Schedule 'A' Property.

20.22) The Purchaser/s shall not place any kind of potted/hanging/plants projecting outside the balcony or on the railings or on the slabs outside the windows without proper support/safety precautions and the Purchaser/s shall not throw any materials from balconies, which may cause damage to the personnel/property at below floors.

20.23) The Purchaser/s shall not place any shoe racks/shelves/bicycles/potted plants/decorative materials/any other personal belongings in the entrance/corridor of the apartment or in the common areas and the Sellers/Builder will not be held responsible for any loss or damages caused to the same and the Purchaser/s shall not use common area for utility usage.

20.24) The Purchaser/s and/or his/her/their tenant/s should take full responsibility of the Schedule 'C' Apartment, allotted parking areas, vehicles, visiting guests and family members while ingress and egress to the Schedule 'A' Property. The visiting guests shall not be entitled to use the common amenities/facilities provided for the exclusive use of residents and if still required, the Purchaser/s shall obtain prior permission/approval from the Owners' Association.

20.25) The Purchaser/s shall be permitted to fix the grill/mesh doors to the windows/doors provided in the Schedule 'C' Apartment only from the inside.

21) CLUB HOUSE:

21.1) The Builder has provided a Club House for the use and enjoyment of owners/occupants of residential development in Schedule 'A' Property in First Floor of the Building, which forms part of **Project**. There is no fee for membership in the Club and the Purchaser/s shall be required to pay the prescribed amount towards usage of the facilities available in the Club according to the terms and conditions and shall make payments as prescribed by Builder or by the Agency appointed by Builder to operate and manage the Club. Any tax liability arising out of this shall be borne by the Purchaser/s. The membership to the Club House is free and no payment need to be made for securing membership.

21.2) The said Club House is for use of owners/occupants of apartments in Schedule 'A' Property in the '**Project**' and the Builder will provide such facilities therein which they in their sole and absolute discretion consider necessary and viable. The facilities may include party hall, , Indoor games area, and Library and/or any other facilities as may be decided by the Builder.

21.3) The ownership and possession of the building and the fittings and fixtures in Club including movable assets will be transferred to the Owners' Association to be formed in the Schedule 'A' Property at the cost of such Association and till then it will be exclusively with the Builder and/or their associate concerns, agents, nominees, assignees and they alone shall be entitled to:-

- (i) Admit the owners/tenants in possession as members. Members shall have no right, title or interest whatsoever in the land and in the Club House building and/or assets therein.
- (ii) Frame the rules and regulations regarding usage of the facilities at the Club House.

21.4) The Builder will have a right of ingress and egress to the Club by using the roads and other facilities in the '**Project**' by themselves and by their agents, servants, authorized/ permitted by them etc.

21.5) The facilities of the Club are available for the benefit of the Purchaser/s of the Apartments in Schedule 'A' Property and in the event of transfer of ownership, the transferee will be entitled to the benefits of the Club and the transferor shall cease to be the member of the Club.

22) OWNERS ASSOCIATION:

22.1) The Purchaser/s hereby agree/s and undertake/s to become a member/s of the Association of Purchasers as and when formed by the Builder and/or by majority of the purchasers of all the Apartments and sign and execute all applications for Membership and other papers, bye-laws and documents as may necessary to form the Association bye-laws and all the rules and regulations of the said Association of Purchasers and proportionately share the expenses for running the Association and its activities referred to herein.

22.2) The Owners' Association will be governed by a Deed of Declaration to be executed by the Sellers and Builder and later by the Association and all owners and occupants are bound by the terms thereof without there being any right to question or modify the same.

22.3) It is specifically made clear that the said Owners' Association on its formation is not only for the purpose of attending to the social activities of its members consisting of the owners/occupants of the development in **the Project** but also for the management, administration and control of the Infrastructure and for collecting common expenses/Maintenance charges for up-keep and maintenance of common areas/amenities/facilities etc., and will function in terms of Act & Rules thereunder.

22.4) That on the Project being handed over to the Association, the maintenance of the Project shall be the responsibility of the Owners Association. The Sellers/Builder shall not be responsible, accountable or liable in any manner whatsoever to any person including the Purchaser/s, the Association for any consequence or liability on account of failure, negligence, act or omission, obstruction, alteration, modification, restraint or improper use by any or all the Owners, service providers or their agents with regards to the fire equipment, fire protection systems, their supporting equipment, pollution control and other general safety equipment, related facilities and services or failure to maintain and keep in currency all the annual maintenance contracts, certificates, licenses, permits, permissions, insurances of all other plant and machinery, including Generators, Lifts, Pumps and all other equipments and infrastructure in Schedule 'A' Property. The Purchaser/s along with the Owners Association shall ensure that periodical inspections of all such equipment and facilities are made by them so as to ensure proper functioning of all such equipment.

23) MAINTENANCE OF THE COMMON AREAS OF APARTMENT OR PROJECT:

23.1) The Builder by itself or through a Maintenance Agency appointed by it may undertake maintenance and upkeep of common areas and facilities and Club House till handing over to Association formed by the Purchasers of the apartments. The Purchaser/s shall pay to Sellers/Builder or Association proportionate share of all outgoings and maintenance expenses such as insurance, municipal taxes and cesses and all other expenses which are incurred for upkeep and maintenance of common areas, amenities and facilities.

23.2) The Purchaser/s shall permit the Sellers/Builder and/or Association if formed, their agents, with or without workmen at all reasonable times to enter into and upon the Schedule 'C' Property or any part thereof for the purpose of repairing, maintaining, re-building, cleaning and keeping in order and condition all services, drains, or other conveniences belonging to or servicing or used for the Schedule 'A' Property and also for the purpose of laying, maintaining, repairing and testing drainage, water pipes and electric wires and for similar purposes and also for the purpose of cutting off the supply of water and electricity and other facilities etc., to the Schedule 'C' Property who have defaulted in paying their share of the water, electricity and other charges and common expenses.

24) INSPECTION:

The Sellers/Builder agree to permit the Purchaser/s subject to compliance of safety norms, to have access on day time fixed by the Project incharge of the works in the Schedule 'A' Property while under construction and to inspect the same. But the Purchaser/s shall not have the right to obstruct or interfere or hinder the progress in development and/or construction on any ground and at any time. This will be by prior appointment only.

25) 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 building and other developments or any part thereof in the Schedule 'A' Property and/or in the Project.

26) NOT TO ALTER NAME:

The Purchaser/s shall not alter or subscribe to the alteration of the name of **the Project viz., `SHRAVANEER ICON`** in Schedule `A` Property.

27) 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` Apartment 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` Property.

28) DEFECT LIABILITY PERIOD:

28.1) It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Seller as per the agreement for sale relating to such development is brought to the notice of the Seller within a period of 5 (Five) years by the Purchaser/s from the date of issue of Occupancy Certificate, or delivery of possession or intimation of completion, whichever is earlier. It shall be the duty of the Builder to rectify such defects without further charge, within 30 (thirty) days or within any reasonable period and in the event of Seller's failure to rectify such defects within such time, the aggrieved Purchaser/s shall be entitled to receive / recover appropriate compensation in the manner as provided under the Act.

28.2) Notwithstanding anything contained in the above clause the following exclusions are made:

- a. Equipment's (lifts, generators, motors, STP, Transformers, gym equipment, etc.,) which carry manufacturer's guarantees for a limited period. Thereafter the Apartment Owners' Association/society shall take annual maintenance contract with the suppliers. The Builder shall transfer manufacturers' guarantees/warranties to the Purchaser/s or Association of the Purchasers as the case may be.
- b. Fittings related to plumbing, sanitary, electrical, hardware, etc., having natural wear and tear. Allowable structural and other deformations including expansion quotient.
- c. Any modification with respect to plumbing and electricity done without permission from the Builder.

- d. Allowable structural and other deformations including expansion quotient.
- e. Items of work like painting and other items which are subject to wear and tear and improper usage/negligent/omission/act/commission on the part of the purchaser/s/others.
- f. The Sellers/Builder shall not be responsible for issues such as difference in shades of tiles, Tolerances as per IS and building codes, Air Pockets beneath tiles, Separation cracks / gaps between non homogeneous building components, slopes considered for water drainage, reduction in carpet area due to plaster thickness and skirting.
- g. The Sellers/Builder shall not be responsible for reduction in carpet area due to plaster thickness and skirting. Minor tile chipping, places where welding is done, shall not be considered as defects.
- h. Any defects or damages caused to glass, ceramic, vitrified, porcelain materials shall not come under the defect liability after accepting possession of the Apartment. Any hairline cracks or variations in the imported/local marble are natural phenomenon and do not come under defect liability.
- i. The Sellers/Builder shall not be responsible for routine/non-structural cracks resulting from differential co-efficient of thermal expansion, non-monolithic joints, seasoning effects, sweating of walls, etc. and such other defects caused due to normal wear and tear, abuse and improper usage.

28.3) The Purchaser/s shall maintain the Apartments/building in good and tenantable conditions and carry out the internal repairs for the upkeep of the Apartments. The Association of the Purchasers or its assigns shall maintain the services and amenities in good condition and cover with proper AMC and insurance. The obligation of the Seller/ Owner / Co-Owner (as the case may be) shall be subject to proper maintenance and upkeep of the Apartments / services and amenities by the Purchaser/s or the Association as the case may be.

29) USAGE:

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

The Purchaser/s shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association of Owners formed by the Purchaser/s for rendering maintenance services.

30) GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

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

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

30.3) The Purchaser/s shall plan and distribute its electrical load in conformity with the electrical systems installed by the Builder and thereafter the Association of Owners and/or Maintenance Agency appointed by Association of Owners. The Purchaser/s shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

31) RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Builder/Maintenance Agency/Association of Owners shall have rights of unrestricted access of all common areas, covered parking and parking spaces for providing necessary maintenance services and the Purchaser/s shall permit the Builder/Association of Owners and/or Maintenance Agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

32) FIRST CHARGE:

The Builder shall have the first lien and charge on the Schedule 'C' Apartment being constructed by the Builder under the terms of this Agreement and its Possession shall lie with the Builder until all the payments are made to the Builder by the Purchaser/s under this Agreement.

33) ASSIGNMENT:

a) The Purchaser/s shall not have power or authority to transfer or assign his/her/their right under this agreement to any one. The Builder may at their discretion give consent for such assignment subject to what is stated herein, on charging an assignment fee, of 5% of the consideration stipulated herein for sale and construction of Schedule 'B' and 'C' Properties. The Builder reserve the right to revise the assignment fee from time to time. The Builder 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 till the said date of Assignment. Further in the event of such assignment, the Builder shall not be liable to pay any compensation/damages payable by the Builder under any of the terms and/or conditions of this Agreement.

b) In addition to above, the Builder 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 Sellers/Builder all other payments mentioned in this Agreement and other overdue interest (if any);
- (ii) Causing the new buyer(s) to execute Assignment Deeds or fresh Sale Agreement/Deeds with the Sellers/Builder (as per the format of the Sellers/Builder). And the transferee shall undertake to be bound by the terms of this Agreement.

34) ADDITIONAL CONSTRUCTIONS:

The Builder undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the authority(ies) and disclosed, except for as provided in the Act.

35) RIGHT TO REBUILD:

In the event of destruction of buildings in Schedule 'A' Property or any portions thereof, irrespective of whether such destruction is due to natural calamities, rioting, fire, inundation of water or natural deterioration due to aging or for any reason of whatsoever nature, the all owners of Schedule 'A' Property shall together have the right to rebuild their respective apartments in the same place as is now situated, subject to taking required approvals and sanctions from the concerned authorities. If the total area sanctioned by the authorities is equivalent to the present area then the Purchaser/s will have the right to construct and own the same area as is owned by him prior to the date of destruction. However if the area sanctioned is more/less, the Purchaser/s will have right to construct and own only proportionate area. Whenever the owners are rebuilding the buildings after such destruction, the foundations of new construction shall be of such that it shall support the number of floors, including the basement that existed prior to its destruction or demolition. All the owners shall bear the cost of rebuilding in proportion to the area in their occupation, accordingly.

36) EVENTS OF DEFAULT AND CONSEQUENCES:

36.1) Subject to the Force Majeure conditions and/or subject to delay from the Statutory Authorities in issuing clearances with respect to the Project. (despite the Sellers/Builder having complied with all the requirements and/or with all the directions issued by the appropriate authority) which prevents the Sellers/Builder from discharging its obligations hereunder and such delay is not directly or indirectly attributable due to negligence of the Sellers/Builder, the Sellers/Builder shall be considered under a condition of Default, in the following events:

- (i) Sellers/Builder fail to complete the Project and/or secure Occupancy Certificate for the Project from the plan sanctioning authorities within the time lines stipulated.
- (ii) Sellers/Builder fail to deliver possession of the Apartment to the Purchaser/s within the time periods specified inspite of there being no default by the Purchaser/s.
- (iii) Discontinuance of the Sellers/Builder business as Sellers/Builder on account of suspension or revocation of its registration under the provisions of the Act or the Rules or regulations made thereunder.

36.2) In case of Default by Sellers/Builder under the conditions listed above, Purchaser/s is/are entitled to the following:

- (i) Stop making further payments to Sellers/Builder as demanded by the Sellers/Builder. If the Purchaser/s stop/s making payments, the Sellers/Builder shall correct the situation by completing the construction milestones and only thereafter the Purchaser/s be required to make the next payment without any penal interest; or
- (ii) The Purchaser/s shall have the option of terminating the Agreement in which case the Sellers/Builder shall be liable to refund the entire money paid by the Purchaser/s towards the purchase of the Apartment, along with interest within sixty days of receiving the termination notice.
Provided that where the Purchaser/s do not intend to withdraw from the project or terminate the Agreement, shall be paid, by the Sellers/Builder, interest till handing over of the possession of the Apartment.

36.3) The Purchaser/s shall be considered under a condition of Default, on the occurrence of the following events and the Sellers/Builder are entitled to terminate this Agreement and refund the amount paid by the Purchaser/s by deducting 10% of the total sale consideration and the interest and other liabilities within sixty days of cancellation as aforesaid:

- (i) In case the Purchaser/s fail/s to make payments inspite of demands made by the Sellers/Builder as per the Payment Plan annexed hereto in Annexure-1, the Purchaser/s shall be liable to pay interest to the Sellers/Builder on the unpaid amount and default by Purchaser/s under the condition listed above continues for a period beyond two months after notice from the Sellers/Builder in this regard;
- (ii) In case of default by the Purchaser/s in compliance of the clauses stipulated relating to delivery of Apartment;
- (iii) In the event of breach by the Purchaser/s of any of the terms of the agreement and the same not being cured within a period of 30 days notice to that effect;

36.4) Upon termination of this Agreement the Purchaser/s shall not have any claims over the Schedule 'B' Property and Schedule 'C' Apartment and/or on Sellers/Builder. The Sellers/Builder shall be entitled to deal with Schedule 'B' and 'C' Properties as they may deem fit for their benefit without reference to the Purchaser/s.

36.5) If the Purchaser/s has/have taken housing loan facility from any financial institution or the bank, then in that event based on the terms of such loan, after deduction of Booking Amount and interest liabilities, the balance amount would be handed over to the financial institution or the bank, and against the receipt of such amount, the bank/financial institution shall forthwith issue "no dues certificate" in favour of the Builder and hand over the original of this Agreement that may be deposited by the Purchaser/s or cause the Purchaser/s to hand over this Agreement against the Sellers/Builder paying the amounts to the bank or any financial institution and the Sellers/Builder shall be entitled to deal with Schedule 'B' and 'C' Properties in any manner with a third party.

37) BINDING EFFECT:

Forwarding this Agreement to the Purchaser/s by the Sellers/Builder does not create a binding obligation on the part of the Sellers/Builder or the Purchaser/s until, firstly, the Purchaser/s sign/s and deliver/s this Agreement with all the schedules along with the payments due as stipulated in the payment plan within 21 days from the date of receipt by the Purchaser/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Sellers/Builder and if the Purchaser(s) fail/s to execute and deliver to the Sellers/Builder this Agreement within 30 days from the date of its receipt by the Purchaser/s for rectifying the default, which if not rectified within 30 days from the date of its receipt by the Purchaser/s, application of the Purchaser/s shall be treated as cancelled and all sums deposited by the Purchaser/s in connection therewith including the booking amount shall be returned to the Purchaser/s without any interest or compensation whatsoever.

38) SPECIFIC PERFORMANCE, DISPUTE RESOLUTION & JURISDICTION:

38.1) Subject to Clause below, in the event of default by the Sellers/Builder, the Purchaser/s is/are entitled to enforce specific performance of this contract. Similarly in the event of default by the Purchaser/s, the Sellers/Builder shall be entitled to enforce specific performance of this agreement or take action as per this Agreement.

38.2) In the event of breach of the terms of this Agreement to Sell or in the event of any differences or disputes arising between the parties in regard to this Agreement or any matter relating thereto, the same shall be resolved in the manner provided in the Act and the Rules made therein.

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

39) NOTICES:

39.1) Any notice or correspondence to be sent to any party under this Agreement shall be addressed and sent to their respective addresses mentioned in this Agreement and such notices and correspondence are deemed to have been served on the parties if addressed and sent by Registered Post or by Courier or by personal delivery. 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 of address.

39.2) In case there are joint Purchaser(s) all communications shall be sent by the Sellers/Builder 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.

40) WAIVER NOT A LIMITATION TO ENFORCE:

40.1) The Sellers/Builder may, at their sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Purchaser/s in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Purchaser/s that exercise of discretion by the Sellers/Builder in the case of one Purchaser shall not be construed to be a precedent and/or binding on the Sellers/Builder to exercise such discretion in the case of other Purchasers.

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

41) COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

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

42) ENTIRE AGREEMENT:

This Agreement, along with its Schedules, constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment, as the case may be.

43) AMENDMENT:

No Decision or exercise of discretion/judgment/opinion/ approval of any matter arising out of or contained in this Agreement shall have the effect of amending this Agreement. This Agreement shall be amended only by a written document executed between the parties.

44) PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER/S OR SUBSEQUENT PURCHASERS:

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

45) INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY:

All drawings, plans and specifications furnished to the Purchaser/s will remain the exclusive property of the Sellers until Project is completed.

46) 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 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.

47) RULES OF INTERPRETATION:

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

- a) Words importing one gender shall be construed as importing any other gender.
- b) Words importing the singular include the plural and vice versa.
- c) References to persons mean and include natural and artificial persons like bodies corporate and vice versa.
- d) 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.
- e) 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 shall not impact the construction or interpretation of any provision of this Agreement.

48) PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Sellers and Builder through its authorized signatory at the Builder's Office.

49) JOINT PURCHASERS:

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

50) GOVERNING LAW:

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

51) SAVINGS:

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

52) CUSTODY:

This Agreement is prepared in Duplicate. The original of this Agreement shall be with the Purchaser/s and duplicate thereof with the Sellers and Builder.

:SCHEDULE 'A' PROPERTY:

All that Properties bearing Municipal Nos.16 (Old Municipal Nos.16, 17, 17/1 and 17/2) situated in Vani Vilas Road, Vishveshwarapuram, Municipal Ward No.50 of Vishveshwarapuram, Bangalore-560 004 and measuring 2127.35 Sq. Mtrs., or 22,889 Sq.Ft., approximately and bounded by:

East :	Property belonging to Dr.K.Krishnamurthy;
West :	Private Property;
North :	Vani Vilas Road; and
South :	Residential Property belonging to Sri. M. Chandrashekar and Property bearing No.74 of Surveyor Street.

:SCHEDULE 'B' PROPERTY:

_____ **Sq. Ft.** undivided share, right, title, interest and ownership in the land in Schedule 'A' Property.

:SCHEDULE `C' APARTMENT:

All that Residential Apartment bearing No. _____ in _____ Floor in the **Project viz., `SHRAVANEE ICON'** being built in Schedule `A' Property and Apartment measuring _____ **Sq. Feet** of Carpet Area, _____ **Sq. Ft.**, of Balcony Area and _____ **Sq. Ft.**, of proportionate share in common areas such as such as passages, lobbies, lifts, staircases and other areas of common use and totally measuring _____ **Sq. Ft.**, of super built up area, with right to use _____ Covered/Uncovered Car Parking Space/s in the Basement Floor/Ground Level and the Apartment is bounded by:

East :
West :
North :
South :

The Floor Plan of the Apartment is shown in Annexure-3 attached hereto.

:SCHEDULE "D":
:RIGHTS OF THE PURCHASER/S:

The Purchaser/s shall have the following rights in respect of the Schedule `B' Property and Schedule `C' Apartment and the Building to be constructed thereon on securing Sale Deed;

- 1) The right to own an Apartment described in the Schedule `C' above for residential purposes.
- 2) The right and liberty to the Purchaser/s and all persons entitled, authorized or permitted by the Purchaser/s (in common with all other persons entitled, permitted or authorized to a similar right) at all times, and for all purposes, to use the staircases, passages and common areas in the Building for ingress and egress and use in common.
- 3) The right to subjacent, lateral, vertical and horizontal support for the Schedule `C' Apartment from the other parts of the Building.
- 4) The right to free and uninterrupted passage of water, electricity and sewerage from and to the Schedule `C' Apartment through the pipes, wires, sewer lines, drain and water courses, cables, pipes and wires which are or may at any time hereafter be, in, under or passing through the Building or any part thereof.
- 5) Right to lay cables or wires for Radio, Television, Telephone and such other installations, at dedicated part of the Building, however, recognizing and reciprocating such rights of the other Apartment Owners.

- 6) Right of entry and passage for the Purchaser/s with/without workmen to other parts of the Building at all reasonable times after notice to enter into and upon other parts of the Building for the purpose of repairs to or maintenance of the Schedule 'C' Apartment or for repairing, cleaning, maintaining or removing the sewer, drains and water courses, cables, pipes and wires causing as little disturbance as possible to the other Apartment Owners and making good any damage caused.
- 7) Right to use along with other owners of Apartments all the common facilities provided therein on payment of such sums as may be prescribed from time to time by the Builder and/or the Agency appointed by the Builder or Owners Association.
- 8) Right to use and enjoy the common roads, common areas and parks and open spaces and common facilities in the **Project** in accordance with the purpose for which they are provided without endangering or encroaching the lawful rights of other owners/users.
- 9) Right to make use of all the common roads and passages provided to reach the building in Schedule 'A' Property without causing any obstruction for free movement therein.
- 10) The Purchaser/s shall be entitled in common with the Purchasers of the other Apartment/s in the building, to use and enjoy the common areas and facilities listed hereunder:
 - a) Entrance lobbies, passages and corridors;
 - b) Lifts/pumps/generators;
 - c) Staircases and driveways in the basements;
 - d) Common facilities, subject to compliance of rules, regulations and byelaws.

:SCHEDULE "E":
:OBLIGATIONS ON THE PURCHASER/S:

The Purchaser/s hereby agree/s, confirm/s and undertake/s the following obligations towards the Builder and other Apartment Owners on securing Sale Deed. The obligations herein contained are in addition to the obligations contained elsewhere in this Agreement.

- 1) The Purchaser/s shall be bound by the following obligations :
 - a) Not to raise any construction in addition to that mentioned in Schedule 'C' above.
 - b) Not to use or permit the use of Schedule 'C' Apartment in a manner which would diminish the value or the utility therein.

- c) Not to use the space left open after construction in Schedule 'A' Property or in the Project for parking any vehicles or to use the same in any manner which might cause hindrance to or obstruct the free movement of vehicles parked in the parking spaces or for users of adjoining properties.
 - d) Not to default in payment of any taxes or levies to be shared by the other apartment owners of the Schedule 'A' Property.
 - e) Not to decorate the exterior part of the building in a manner other than agreed to by at least two third majority of the owners of the apartments in Schedule 'A' Property.
 - f) Not to make any arrangements for maintenance of the building referred to in Schedule 'A' above and for ensuring common amenities for the benefit of all concerned.
- 2) The Purchaser/s shall maintain the front elevation and the side and rear elevations of the apartment, in the same form as the Builder construct and not at any time alter the said elevation in any manner whatsoever.
- 3) It is a specific term and condition of this Agreement and of the rights to be created in favour of the prospective Purchasers in the building and in the said apartment that:
- a) The name and/or apartment number of the Purchaser/s shall be put, in standardised letters and colouring only at the location/board that may be designated by the Builder at a place earmarked for the said purpose and at the entrance door of the particular Apartment but at no other place in the building and the number shall not be altered.
 - b) No sign board, hoarding or any other logo or sign shall be put up by the Purchaser/s on the exterior of the building or on the outer wall of the apartment.
 - c) The Purchaser/s shall not alter the colour scheme of the exterior of the building or of the exterior lobby wall of the said apartment though the Purchaser/s shall be entitled to select and carry out any decoration/painting of the interior of the said apartment.
 - d) The Purchaser/s shall not do anything that may adversely affect the aesthetic appearance/beauty of the building, nor do anything in the Property which may cause any nuisance or obstruction or hindrance to the other owners.
- 4) The Purchaser/s shall, from time to time, do and execute all further acts, deeds, matters and things as may be reasonably required by the Builder for duly implementing the terms and intent of this Agreement and for the formation of Owners' Association.

- 5) Since the Purchaser/s is/are to own the aforesaid undivided interest in the land described in the Schedule 'A' hereunder written it is specifically agreed that the Purchaser/s shall be entitled in common with the Purchasers/Holder/s of the other apartment/s in the building, to use and enjoy the common areas and facilities listed hereunder:
 - a) Entrance and Common Passages STP & Fire Equipments;
 - b) Lifts/Pumps/Generators;
 - c) Common facilities including Club House.
 - d) Club House on membership basis and on compliance of byelaws formed for the Club.
- 6) The cost of repairing and maintaining the internal/feeder/access and drive-ways will be borne and paid proportionately by the Purchasers of apartments comprised in the Project.
- 7) The Purchaser/s shall keep the apartment, walls, floor, roof, drains, pipes and appurtenances thereto belonging in good condition so as to support, shelter and protect the parts of the entire building. The Purchaser/s shall carry out at their own cost such repairs and maintenance to water lines, sewerage lines and the like in the said Apartment in the event of there being any complaint from the Apartment Owners below or above or adjoining of leakage/seepage of water, sewerage and the like through the roof/floor/wall of the said apartment of the Purchaser/s.
- 8) The Purchaser/s shall at all times be bound by the terms and conditions of use of the Purchaser's/s' Car Parks as listed under:
 - a) The Purchaser/s will not object to the rights of the Builder in allotting the car parking space for the Schedule 'C' Apartment in the Project. The decision of the Builder in this regard shall be final and binding on the Purchaser/s.
 - b) The Purchaser/s shall be entitled to exclusively use the parking space specifically allotted to the Purchaser/s either in the basement or at the surface level only for the purpose of parking cars and light motor vehicles. The Purchaser/s shall not have any right to object for allotment of parking spaces to the other apartment owners, nor shall they have any right to encroach or use other car parking spaces allotted or otherwise.
 - c) The Purchaser/s shall not allow the use of the car parking allotted for use and enjoyment of the same by any person who does not own or occupy an apartment in the Building in which Schedule 'C' Property is situated.
 - d) This car parking arrangement is only a right of use granted to the Purchaser/s, giving the Purchaser/s no property interest in the Purchaser's/s' Car Parks.

- e) It is agreed that the Purchaser's/s' Car Parks shall be used only for parking cars and the Purchaser's/s' Car Parks shall not be used for storage, disposal of old tyres, or as any accommodation for helpers, drivers etc.
- f) The Purchaser/s shall not cause any annoyance, nuisance, damage or inconvenience to other owners and shall not store any inflammable or petroleum products in the car parking area or elsewhere.
- g) The Purchaser/s will at all times act responsibly and safely in the use of the Purchaser's/s' Car Parks and comply with all directions given by the Builder in the day to day use of the Purchaser's/s' Car Parks and use the Purchaser's/s' Car Parks for the sole purpose of parking a motor vehicle in their capacity as the owners of the Schedule "C" and for no other purpose whatsoever and use of parking is solely at Purchaser's/s' risk.
- h) The parking space earmarked to Purchaser/s is for exclusive use and enjoyment by Purchaser/s and the Purchaser/s shall not have the right to put up any construction in the parking space or enclose the same or use/convert it for any purpose other than as car parking space.
- i) The Purchaser/s agree/s that he/she/they shall park his/her/their cars/vehicles only at the specific Car Park space specifically allocated to him/her/them and not at any other place, around the building.
- j) The Purchaser/s on allotment of the car parking area, other than use of the same, shall not have any power or authority to transfer the same other than with the Apartment. In addition, thereto the Purchaser/s shall not allow the use of the car parking/s allotted for use and enjoyment of the same by any person who does not own or occupy an Apartment in the development in Schedule 'A' Property.
- k) The Purchaser/s shall not bring any noisy or vehicles other than LMV and use of car parking is at Purchaser's/s' risk and neither Builder or Owners' Association are responsible for any loss or injury and shall comply with all rules and regulations imposed by Builder /Owners' Association.
- l) The Purchaser/s shall not enclose the car parking area or alter the nature of use thereof much less store or keep any petroleum/diesel/inflammable goods separately.
- m) The Purchaser/s is/are made known specifically that parking of cars and use of parking is solely at Purchaser's/s' cost and risk and neither Sellers nor Builder or Maintenance Agency will be responsible for any theft, loss or damage or personal injury or for any accident for any reason whatsoever.

- n) The Purchaser/s shall not park any vehicles in any part of Schedule 'A' Property except in the parking area specifically acquired by the Purchaser/s and earmarked for the Purchaser/s and not to enclose the parking areas or put up any construction therein whether temporary or permanent.
- 9) The Purchasers of apartments in the Project shall not at any time cause any annoyance, inconvenience or disturbance or injury to the occupiers of other apartments and parking spaces in the building and Purchaser/s specifically shall not:
- a) Close the lobbies, stairways, passages and parking spaces and other common areas.
 - b) Make any alterations in the elevation or both faces of external doors and windows of the apartment/parking space which in the opinion of the Builder or the Owners' Association differ from the colour scheme of the building.
 - c) Make any structural alterations and/or any fresh openings inside the apartment.
 - d) Default in payment of any taxes or levies to be shared by the other owners of the Schedule 'A' Property or common expenses for maintenance of the building.
 - e) Create nuisance or annoyance or damage to other occupants and owners by allowing pounding, running machinery and causing similar disturbances and noises.
 - f) Install machinery, store/keep explosives, inflammable/ prohibited articles which are hazardous, dangerous or combustible in nature.
 - g) Use the common corridors, stair cases, lift lobbies and other common areas either for storage or for use by servants at any time.
 - h) Bring inside or park in the Schedule 'A' Property any lorry or any heavy vehicles.
 - i) Use the apartment or portion thereof for purpose other than for residential purposes and not to use for any illegal or immoral purposes.
 - j) Drape clothes in the balconies, railings and other places of building.
 - k) Enter or trespass into the Parking Areas, Garden areas and Terrace Areas not earmarked for general use.
 - l) Throw any rubbish or used articles in Schedule 'A' Property other than in the Dustbin provided in the property.

- m) Undertake any interior decoration work or additions, alterations inside the apartment involving structural changes without prior consent in writing.
 - n) Create any nuisance or disturbance or misbehave in the matter of enjoying the common facilities provided to all the apartment Owners in the building of the Project.
 - o) Refuse to pay such sums as are demanded for use and enjoyment of common facilities in the Project.
 - p) Trespass into other apartments in the Project or misuse the facilities provided for common use.
 - q) Use the Schedule 'C' Property as a transit apartment or service apartment and should not be let out/permit to use the same on daily/weekly/fortnightly basis.
 - r) Use the Schedule 'C' apartment for training any skill or art or occupation or conduct any teaching classes.
- 10) The use of the club house, swimming pool and other facilities by the Purchaser/s during tenure of membership shall be without causing any disturbance or annoyance to the fellow users and without committing any act of waste or nuisance which may affect the peace and tranquility of the place and shall not default/refuse/avoid paying the subscription and other charges for the use of the facilities therein.
- 11) The Purchaser/s shall not throw garbage/used articles/rubbish in the common areas, parks and open spaces, roads and open spaces left open in the Schedule 'A' Property. The Purchaser/s shall strictly follow rules and regulations for garbage disposal as may be prescribed by the Builder or Agency maintaining the common areas and facilities in the Project or by the Owners Association. The garbage segregation shall be done by the Purchaser/s at source and the Owners' Association/Maintenance Agency is not responsible to collect the mixed garbage.

- 12) The Purchaser/s shall not keep any cattle/live stock in the Schedule 'C' Apartment or in Schedule 'A' Property and Purchaser/s shall keep all the pets confined within the Schedule 'C' Apartment (not more than ____ dogs/cats as pets in the Apartment) and shall ensure that the pets do not create any nuisance/disturbance to the other owners/occupants in the building. Pets movement is subject to such rules and regulations as may be stipulated by Owners Association/Maintenance Agency.
- 13) The Purchaser/s shall maintain at Purchaser's/s' cost the said Apartment and Parking Space in good condition, state and order and shall abide by all the laws and regulations of the Government, Bruhat Bengaluru Mahanagara Palike and any other duly constituted authority from time to time in force, and answer and be responsible for all notices or violations and of any of the terms and conditions in this Agreement.
- 14) The Purchaser/s shall not use the Apartment/Parking Space/Garden/ Terrace or permit the same to be used for any purpose which in the opinion of the Builder and/or Association on its formation to cause nuisance or annoyance to occupiers of the other Apartment/Parking Space/Garden/ Terrace in the said building to the Owners or occupiers of the neighbouring building and/or properties nor use the same for any illegal or immoral purposes, nor use the parking space for any other purpose except for parking light motor vehicles and should not construct any barrier enclosing the allotted parking space. The Purchaser/s shall not use the terrace space for any assembly or for smoking/gathering activities.
- 15) The Purchaser/s shall use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in Schedule 'A' Property and in the Apartment Building in common with the other Apartment Owners and to permit free passage of water, sanitary, electricity and electrical lines, through and along the same or any of them and to share with the other Apartment Owners the cost of maintaining and repairing all common amenities such as common accesses staircases, lifts, generator, etc., and to use the same as aforesaid and/or in accordance with the Rules, Regulations, Bye-Laws and terms of the Association formed by the Apartment Owners in the Building.
- 16) The Purchaser/s can make use of the common areas and facilities in accordance with the purpose for which they are intended without hindering or encroaching upon the lawful rights of other apartment owners in the Project.

- 17) The Purchaser/s shall pay to the Builder or Maintenance Company or Owners' Association as the case may be the following expenses on prorata basis:
- a) Expenses for maintenance of lifts, pump sets, generators and other machineries, sanitary and electrical connections in the building and in the Project including the cost of Annual Maintenance Contract for these equipments;
 - b) Electricity consumption charges for operating all common services and lighting the common areas, basement and all open areas and water consumption charges of building and for facilities in the Project;
 - c) Cost of replacement of electrical fittings and bulbs in all common areas, corridors, basement and open places;
 - d) Expenses for maintenance of the building and the land surrounding thereto, white washing and colour washing of common areas, roads, developments, club house, external areas and the compound;
 - e) Expenses incurred in the maintenance of landscape, Gardens, pots and other plants in Schedule 'A' Property;
 - f) Salaries and wages payable to the property manager, security guards, lift operators, plumbers, electricians, gardeners, pumps and generator operators and all other staff appointed;
 - g) Such other expenses which are common in nature and not attributable to any unit in particular but relates to the development in Schedule 'A' Property in general.
 - h) All taxes payable, service charges and all other incidental expenses in general.
- 18) That in addition to payment of the expenses referred to in above clauses, the Purchaser/s should also pay promptly the Maintenance Charges (for upkeep and maintenance of all common areas, roads, amenities and facilities, which are common to all developments in Schedule 'A' Property) periodically or as and when demanded by the Builder /Maintenance Agency/Owners' Association as the case may be.

IN WITNESS WHEREOF THE PARTIES ABOVENAMED HAVE SIGNED AND EXECUTED THIS AGREEMENT TO SELL ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN:

WITNESSES:

- | | | |
|----|----|---|
| 1) | 1) | for M/s. SHRVANEE HOLDINGSS, |
| | 1) | |
| | | (SHAILAJA HANUMESH), |
| | 2) | |
| | | (ASHOK KUMAR), |
| | | Managing Partners. |
| | | For Self as Seller No.8 and as General Power of |
| | | Attorney Holder for Seller Nos.1 to 7. |
| | 2) | |
| | | (SHAILAJA HANUMESH), |
| | 3) | |
| | | (S. HANUMESH), |
| | | <u>SELLERS.</u> |
| 2) | | for M/s. SHRVANEE HOLDINGSS, |
| | 1) | |
| | | (SHAILAJA HANUMESH), |
| | 2) | |
| | | (ASHOK KUMAR), |
| | | Managing Partners. |
| | | <u>BUILDER.</u> |

PURCHASER/S.

NOTE: The above format of Agreement to Sell is subject to alteration/modification/changes as per contractual agreement that may be reached between Sellers, Builder and the prospective Purchasers of the apartment.

ANNEXURE-1

**COST OF SCHEDULE 'B' PROPERTY, COST OF CONSTRUCTION OF
SCHEDULE 'C' PROPERTY, COST OF DEVELOPMENT & CAR PARKING
SPACE/S, INCLUDE ALL OTHER CHARGES
AND DETAILS OF PAYMENTS/PAYMENT PLAN**

ADD DETAILS OF PAYMENTS

ANNEXURE-2
SPECIFICATIONS

STRUCTURE & WALLS
RCC Frame Structure with Seismic Compliance and as per relevant IS Codes 200mm thick solid Cement Block for external walls 100 mm thick solid Fly Ash Blocks for internal walls
FENESTRATION
Main Door - Burma Teak wood frame and Teak wood shutter, with video door phone Internal Door -African Teak wood frames with BST flush shutter Washroom Door - African Teak frame with Masonite skin flush shutter Technal/Equivalent Aluminium sliding/top hung windows with flyscreen - as per Architect intent Lobby façade with structural glazing Imported Marble in Foyer, Living, Dining, Pooja, Kitchen & Master Bedroom Premium Laminated Wood Flooring / Imported Marble in all other bedrooms Anti-skid Tiles for flooring in Balconies
KITCHEN
Engineered Stone/Imported Granite counter top Designer Tiles/Engineered stone Dado upto 600mm above counter top Provision for Water Purifier, Dish washer & Washing Machine Double bowl sink in Utility & Single bowl sink in Kitchen
WASHROOMS
Pressurised Hot & Cold water in all washrooms Separate shower enclosure and bath tub in Master Bath Imported Marble flooring for Master bath with anti skid flooring in shower area Designer Tile/Imported Stone cladding on walls upto false ceiling Imported stone/Engineered Stone counters for basins Anti-skid premium floor tiles in all other Washrooms Mid Range TOTO/Kohler/V&B or Equivalent Sanitaryware for all Toilets Mid Range Grohe/Kohler or Equivalent Sanitary Fixtures and Fittings for all Toilets

COMMON AREAS, LOBBY AND GYMNASIUM
Air-conditioned double ht lobby Glazed Entry Porch with toughened Glass doors Designer False Ceiling in Double height lobby Imported Marble flooring in double ht lobby Soft Sports flooring in Gymnasium Imported Marble Cladding for lift and lobby - as per Architects Intent Passenger & Freight elevators of Mitsubishi/Schindler or Equivalent make
ELECTRICAL & AIR CONDITIONING
Grid power from BESCOM 100% Generator Back Up for all Apartments & Common Areas Copper electrical wiring in concealed conduits International quality modular switches Smart Energy saving lighting solutions for common areas Air Conditioning provision with predesignated unit locations in all apartments Home automation

ANNEXURE-3
FLOOR PLAN OF APARTMENT