AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") is executed on this [•] day of [•], 2024, at Bengaluru,

BY AND BETWEEN

KALYANI TECHPARK PRIVATE LIMITED [bearing CIN: U45202KA2006PTC038320, PAN: [•]], a company incorporated under the Companies Act, 1956 and having its registered office at No. 165/2, Krishnaraja Layout Dorasanipalya, Bannerghatta Road, Bengaluru – 560076, Karnataka, India, acting through its Authorised Signatory, Mr. _________________________ (Aadhar No. ___________), authorized vide board resolution dated __________ (hereinafter referred to as the "**Promoter**", which expression shall unless be repugnant to the subject or context thereof, include its successors-in-interest, executors, administrators and permitted assignees) of the **ONE PART**;

AND

1. Mr. / Ms. __________, (Aadhar no. ____________, PAN:___________________) son / daughter of _______________, aged about ___________ years , residing at _________________________
2. Mr. / Ms. __________, (Aadhar no. ____________, PAN:___________________) son / daughter of _______________, aged about ___________ years , residing at _________________________

(Hereinafter individually / jointly as the case may be, referred to as the "**Allottee/s**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, representatives, executors, administrators, successors-in-interest and permitted assigns) of the **OTHER PART**;

OR
** M/s. _____________________ having CIN No. _____________, a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at ________________, having Income Tax P. A. No. ______________, (represented herein by its Authorised Signatory Mr. ______________, Aadhar No. ______________, authorized vide Board Resolution dated _________________, hereinafter called the "**Allottee**", (which term shall unless it be repugnant to the context or meaning there of be deemed to mean and include their successors in title and interest, executors, administrators, permitted assignees and nominee/s) of the **OTHER PART**;

OR

*****Mr._______________ , Aadhar No.______________, wife/son/daughter _______________ aged about _____________ years, for self and as the Karta of the Hindu Joint Mitakshara Family known as ______________ HINDU UNDIVIDED FAMILY, having its place of business/residence at _________________, having Income Tax P. A. No. ____________, hereinafter called the "**Allottee**", (which expression shall unless it be repugnant to the context or meaning there of be deemed to mean and include his heirs, representatives, executors, administrators, successors in title and interest, assigns as well as the members of the HINDU UNDIVIDED FAMILY, their heirs, executors, administrators, successors in title and interest and permitted assignees) of the **OTHER PART**;

OR

**** M/s.______________________, a partnership firm, incorporated under the provisions of the Limited Liability Partnership Act, 1932, having its principal place of business at ___________________, having Income Tax P. A. No. ____________________, represented herein by its Designated Partner Mr. _______________, Aadhar No. ____________________, authorized vide Partners' Resolution dated _________________, hereinafter called the "**Allottee**" (which term shall unless it be repugnant to the context or meaning there of be deemed to mean and include their successors in title and interest, executors, administrators, permitted assignees and nominee/s, including those of the existing and future partners respectively) of the **OTHER PART**;

OR

**** M/s. ______________________, a limited liability partnership firm, incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its principal place of business at ______________________________, having Income Tax P. A. No. _____________ (represented herein by its Designated Partner Mr. _______________, Aadhar No. _______________, authorized vide Partners' Resolution dated_________________), hereinafter called the "**Allottee**", (which term shall unless it be repugnant to the context or meaning there of be deemed to mean and include their successors in title and interest, executors, administrators, permitted assignees and nominee/s, including those of the existing and future partners respectively) of the **OTHER PART;**

OR

******____________________, (Reg. No. _____________________) a _________________, registered under the provisions of the _______________, as the case may be], having its registered office at _______________, (PAN ________________), represented by its authorized signatory ,_________________, (Aadhar no. _____________________) duly authorized vide organisation's resolution dated__________, hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) of the **OTHER PART**.

{*, **, ***, ****, *****whichever is not applicable shall be deemed to stand deleted}

The Promoter and Allottee shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

DEFINITIONS:

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

(a) "**Act**" means the Real Estate (Regulation and Development) Act, 2016;

(b) "**Apartment**" shall have the meaning ascribed to it in Recital F below;

(c) "**Apartment Units**" shall mean the apartments being developed by the Developer, forming the Project at Schedule A Property;

(d) '**Applicable Law**' shall mean 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) "**Appropriate Government**" means the State Government of Karnataka;

(f) "**Building**" shall have the meaning ascribed to in the Recital F below;

(g) "**Association of Allottees**" shall mean the association of apartment owners of the Project, to be formed by the Promoter, as per the provisions of the Karnataka Apartment Ownership Act, 1972;

(h) "**Carpet Area**" shall mean and include the net usable floor area of the Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or deck area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment;

Explanation: *For the purpose of this Agreement, 'exclusive Balcony or Deck area' means the area of the Balcony or Deck, as the case may be, which is appurtenant to the net useable floor area of the Apartment, meant for the exclusive use of the Allottee; and 'exclusive open terrace area' wherever applicable shall mean the area of open terrace which is appurtenant to the net useable floor area of the Apartment meant for the exclusive use of the Allottee.*

(i) "**Car Park**" shall mean the parking spaces in the stilt/ basement, provided to the occupant of the apartments in the Building.

(j) "**Common Amenities**" shall mean and include those amenities and facilities in the Project as detailed in Schedule F hereto. The Common Amenities in the Project are subject to such rules and regulations as are prescribed by the Promoter or agency/entity appointed by the Association of Allottees, as the case may be;

(k) "**Common Areas**" shall have the meaning as defined under Clause (n) of Section 2 of the Act;

(l) "**Delivery Date**" shall have the meaning ascribed to such term in Clause 6.1;

(m) "**Force Majeure**" shall mean:

i. war, riots, civil, disturbance / commotion or act of God or force majeure events including epidemic/pandemic, drought, fire, flood, cyclone, earthquake or any other calamity caused by nature;

ii. any notice, order, rule, notification of the Government and/or other public or competent authority/court;

iii. delay in issuance of occupancy certificate by the building plan sanctioning authority due to reason/s not attributable to the Promoter;

iv. delay in completion of the Project for any reason beyond the control of the Promoter including but not limited to non-availability or shortage in the supply of steel, cement, building materials, water or electric supply or labour/workers and/or due to strike/lockouts; and

v. delay in conveyance of the Schedule A Property by the KIADB in favour of the Promoter, for reasons not attributable to the Promoter;

(n) "**KIADB**" shall have the meaning ascribed to the term in Recital B;

(o) "**Lease cum Sale Agreement**" shall have the meaning ascribed to the term in Recital B herein below;

(p) "**Loan**" shall have the meaning ascribed to such term in Clause 7.1;

(q) "**Lender**" shall have the meaning ascribed to such term in Clause 7.1;

(r) "**Master Association**" shall mean the association formed by Association of Allottees and the association of allottees of the Project – Phase II, as per the provisions of the Karnataka Apartment Ownership Act, 1972;

(s) "**Occupancy Certificate**" shall have the meaning ascribed to the term in Clause 2.3;

(t) "**Payment Plan**" shall mean the payment plan set out in Schedule D;

(u) "**Project**" / "**Project – Phase I**" shall have the meaning ascribed to it under Recital C;

(v) "**Resident**" shall mean an occupant of any apartment in the Project, duly authorized to possess, occupy and/or use the tenement & Common Areas in the Project;

(w) "**Rules**" means the Karnataka Real Estate (Regulation and Development) Rules, 2017 and amendments made thereunder;

(x) "**Regulations**" means the regulations made under the Real Estate (Regulation and Development) Act, 2016 and amendments made thereunder;

(y) "**Sanctioned Building Plan**" shall have the meaning ascribed to such term in Recital C;

(z) "**Schedule A Property**" shall have the meaning ascribed to such term in Recital A;

(aa) "**Section**" means a section of the Act; and

(bb) "**Total Sale Consideration**" shall have the meaning ascribed to it in Clause 1.2 below.

Interpretation:

Unless the context otherwise requires in this Agreement:

(i) words importing persons or parties shall include firms, corporations and any organization having legal capacity;

(ii) words importing the singular include the plural and *vice versa* where the context so requires;

(iii) reference to the words 'include' or 'including' shall be construed without limitation;

(iv) reference to this Agreement or any other agreement, deed or other instrument or document shall be construed as a reference to this Agreement or such other agreement, deed or other instrument or document as the same may from time to time be validly amended, varied, supplemented or novated;

(v) the Recitals of this Agreement shall form the basis for interpretation of the understanding between the Parties and shall be read as part and parcel of this Agreement;

(vi) the provisions of this Agreement shall be read and interpreted in conjunction with the schedules and annexures hereto and the schedules and annexures hereto shall be a part and parcel of this Agreement;

(vii) the headings and titles in this Agreement are indicative only and shall not be deemed part thereof or be taken into consideration in the interpretation or construction hereof.

WHEREAS:

A. The Promoter has acquired leasehold right, title and interest over and is in possession of the Plot No. R-7 admeasuring 1,01,171 square meters or thereabouts, situated at Hardware Sector at 'Hitech, Defence & Aerospace Park', Bengaluru comprised in Survey Nos. parts of 430, 452, 453, 454, 455, 456, 457, 458, 459, 463 & 177 (Block No.8, 9, 10, 11, 12 & 13) within the village limits of Bagalur Village, Jala Hobli, Bengaluru North Yelahanka Taluk, Bengaluru Urban District. The said land is more fully described in Part A of Schedule A hereunder and is hereinafter referred to as the "**Larger Property**";

B. The Promoter has acquired the said leasehold right and interest in the Larger Property from KIADB for a period of 10 (ten) years *vide* the Lease cum Sale Agreement dated April 27, 2022, executed by Karnataka Industrial Areas Development Board ("**KIADB**") in favour of the Promoter, and registered as Document No. BYP-1-04311-2022-23 in CD No. BYPD1174 on July 29, 2022, with the Sub Registrar of Assurances, Gandhinagar (Byatarayanapura) (hereinafter referred to as the '**Lease cum Sale Agreement**');

C. The Promoter, being desirous of developing the Larger Property into an apartment complex in 2 (Two) phases, has obtained Sanctioned Plan bearing No. [•] dated May 06, 2024 ('**Sanctioned Building Plan**'). Pursuant to the aforementioned, the first phase ("**Project – Phase I**" / "**Project**"), comprising of 6 (Six) buildings (collectively, "**Buildings**") and 1 (One) club house is proposed to be developed over the portion of the Larger Property, as more fully described in Part B of Schedule A ("**Schedule A Property**"). In the remaining portion of the Larger Land ("**Remaining Land**"), the Promoter has undertaken to develop another residential apartment project ("**Project – Phase II**"). The Promoter has registered the Project – Phase I as '**[•]**' under the provisions of the Act with the Karnataka Real Estate Regulatory Authority at Bengaluru on

_______________ under registration no. __________________. The Project – Phase I is being developed under the brand name '**LivingTree by Kalyani Developers**';

D. In terms of the Lease cum Sale Agreement, the Promoter is entitled to enter into agreement to sell, for sale of Apartment Units in the Project with third party purchasers upon obtaining the building plan sanction and registration of the Project with RERA. The Promoter has also obtained a No Objection Certificate bearing No. ____ dated ____ issued by the KIADB in this regard. After the Occupancy Certificate is issued for the Project, KIADB will execute the sale deed in favour of the Promoter to convey the Schedule A Property, thereby making the Promoter the absolute owner of the Schedule A Property. The Promoter will thereafter execute the conveyance deed in favour of allottees of the Apartment Units in the Project, for the conveyance of the same;

E. The Allottee had applied for an apartment in the Project *vide* application No. ___________________dated _________________ and has been allotted Apartment No. ____ having carpet area of _____________ square feet, type ________________, on ________________ floor in [tower/block/building] no. ____________________ ("**Building**") along with with right to usage of ___________________ number of car parking space in stilt/basement, as permissible under Applicable Laws, of *pro rata* share in the Common Areas, together with proportionate undivided interest in the Schedule A Property (hereinafter referred to as the "**Apartment**", as more particularly described in **Schedule B** hereto). The floor plan of the Apartment is annexed hereto and marked as **Schedule C**. The built up area of the Apartment is more particularly set out in **Part A** of **Schedule B** hereto. The undivided share in the Schedule A Property which is agreed to be conveyed to the Allottee (as part of the Apartment) is more fully detailed in **Part B** of **Schedule B** hereto. Part A of Schedule B and Part B of Schedule B are hereinafter commonly and collectively referred to as the '**Schedule B Property**' / '**Apartment**'. The specifications, amenities and facilities in the Apartment are detailed in '**Schedule E**' hereto. The extent of the undivided interest in Schedule A Property or anywhere else under the Agreement has been computed on the basis of the super built-up area of the Apartment and the total super built-up area of the Project as on the date of this Agreement. The extent of the undivided share in the Schedule A Property as provided in Schedule B is subject to change and shall be recomputed at the time of issuance of the Occupancy Certificate for the Building and preparation of the Deed of Declaration under the Karnataka Apartment Ownership Act, 1972, when the final extent of the Allottee/s undivided share in the Schedule A Property shall be given;

F. The Allottee/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 the Sanctioned Building Plan, specifications, all the approvals in relation to the Project and due scrutiny of the title of the Promoter to the Schedule A Property and all the terms herein and pursuant to understanding the rights and obligations of the Promoter herein;

G. The Parties, relying on the confirmations, representations, and assurances made by each of them 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;

H. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter has offered to construct, deliver and convey the Apartment free from all encumbrances to the Allottee(s)/s, and the Allottee(s)/s has accepted the said offer and has agreed to purchase the Apartment free from all encumbrances for consideration mentioned herein. The Promoter has agreed to convey the Apartment subject to Allottee(s) complying with the terms and conditions of this Agreement and payment of all amounts to the Promoter as agreed in this Agreement; and

I. The Parties intend to reduce into writing their aforesaid mutual agreement and accordingly, the Parties are entering into this Agreement, to record the terms and conditions, subject to and upon which, the Promoter has agreed to sell, and the Allottee/ s has agreed to purchase the Apartment.

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

1. PAYMENT TOWARDS SALE OF 'SCHEDULE B PROPERTY':

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

1.2. The total aggregate consideration amount for the sale of the Apartment is Rs. [•]/- (Rupees [•] only) ("**Total Sale Consideration**"). As on the date of this Agreement, the Allottee/s has/have paid a sum of Rs.__________/- (Rupees ________________) ("**Booking Amount**"), as booking amount being part payment towards the Total Sale Consideration of the Apartment, at the time of submitting his/her application for allotment of the Apartment. The receipt of the Booking Amount is hereby acknowledged by the Promoter and the Allottee hereby agrees to pay to the Promoter the balance amount of the Total Sale Consideration being Rs.________/- (Rupees __________) (hereinafter referred to as the "**Balance Sale Consideration**") for the purchase of the Apartment in the manner set out in the Schedule D hereunder written. Provided that if the Allottee fails to make payment towards any amount due under Balance Sale Consideration as per timelines mentioned in Schedule D, he/she shall be liable to pay interest at the rate specified herein and subject to the Act and Rules.

The details of the Apartment and the sale price per square feet of the Carpet Area of the Apartment is provided hereinbelow:

	Details	Amount
A	Sale Consideration	

	Details	Amount
B	Other Charges	
1	Ad-Hoc Maintenance	
2	Township Corpus Fund	
3	Generator Charges	
4	Legal Charges	

5	Development Charges	
	Total	

C	Details	Amount
1	GST on Sale Consideration	
2	GST on Other Charges	
	Total	

	Details	Amount
A	Sale Consideration	

	Details	Amount
B	Other Charges	
1	Ad-Hoc Maintainance	
2	Township Corpus Fund	
3	Generator Charges	
4	Legal Charges	
5	Development Charges	
	Total	

C	Details	Amount
1	GST on Sale Consideration	
2	GST on Other Charges	
	Total	

* The breakup of the cost of the Apartment preferential location charges, taxes, maintenance charges etc., if/as applicable is set out in Schedule D.

It is hereby clarified that electricity charges, Bruhat Bengaluru Mahanagara Palike & Legal charges are tentative & in case of any revision from Government/respective authorities in future, the same shall be payable by the Allottee on actual basis.

(i) The Total Sale Consideration above includes the booking amount paid by the Allottee to the Promoter towards the Apartment, being a sum of Rs. ________/- (Rupees ___ only).

(ii) The Total Sale Consideration above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Service Tax (GST) and / or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) and the same shall be payable by the Allottee on or before handing over the possession of the Apartment to the Allottee in terms of this Agreement.

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Allottee to the Promoter shall be increased/reduced based on such change / modification:

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Project as per registration with the RERA (which shall include the extension of time period for completion of the Project, if any, granted to the Promoter by the RERA as per the Act), the same shall not be charged from the Allottee;

(iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make such payment demanded by the Promoter, within the time and in the manners specified in the written intimation. If the Allottee/s commit default in payment of any of the installments as per the Payment Plan, the Allottee shall be charged default interest on such installments (whose payment has been defaulted) at the same rate of interest which the Promoter is liable to pay to the Allottee/s, in case of a on its part under this Agreement. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The Total Sale Consideration of Apartment includes recovery of price of land, construction of (not only the Apartment but also) the Common Areas, Common Amenities, internal development charges, external development charges, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, maintenance charges as per Schedule D and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

(v) The Allottee(s) shall deduct taxes towards Tax Deduction at Source ("**TDS**") on every payment being made to the Promoter towards the sale consideration including the basic price and other charges. Further, the Allottee(s) assume the responsibility of depositing the said TDS so deducted by the Allottee(s) to the government entities as per Section 194-IA of the Income Taxes Act, 1961 and agrees that in order to facilitate the Promoter in managing its taxes, the Allottee (s) shall share the relevant proof / copy of challan of such TDS / other proof of paid applicable Taxes on the consideration amount, with the Promoter as soon as the same are received by the Allottee. Further, any liability in relation to direct Taxes, including but not limited to any interest, penalties etc., shall be borne by the Allottee(s) and Allottee(s) shall be responsible solely for any compliances towards such direct Taxes.

1.3. The Total Sale Consideration is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to any increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for the increased development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee. 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 (including the extension of registration, if any, granted to the Project by the Authority as per the Act), the same shall not be charged from the Allottee.

1.4. The Allottee(s) shall make the payment of the Total Sale Consideration as per the payment plan set out in Schedule D ("**Payment Plan**"). The Allottee(s) shall pay the khata bifurcation charges and/or any other incidental and legal charges/expenses, in relation to the Apartment in terms of the Payment Plan. Any increase in the khata bifurcation charges will be communicated by the Promoter to the Allottee and the same must be borne by the Allottee(s). Non-payment of the aforementioned charges will be construed as default in payment of the Total Sale Consideration in terms of the Payment Plan and the Allottee shall be liable in terms of this Agreement. The Allottee/s acknowledges that any delay in handover of possession of the Apartment by the Promoter in aforementioned circumstances is not attributable to the Promoter and is solely attributable to him/her.

1.5. The Allottee(s) shall pay to the Promoter, the khata transfer charges (to be incurred before / after execution of the deed of conveyance / sale deed in favour of the Allottee) in respect of the Apartment as and when called upon by the Promoter to do so. The khata transfer charges shall be communicated to the Allottee(s) by the Promoter during or after the Khata bifurcation process. The khata transfer charges communicated by the Promoter shall be final and binding on the Allottee(s) and the Allottee(s) shall not be at liberty to raise any dispute regarding the same. Payment of the khata transfer charges to the Promoter shall be over and above the legal charges mentioned in this Agreement. The Allottee(s) hereby acknowledge he/she/they will pay khata transfer charges within 15 (fifteen) days after demand being made by the Promoter. The khata transfer charges mentioned herein shall form an integral part of the Total Sale Consideration and any failure on the part of the Allottee(s) to pay the khata transfer charges will entitle the Promoter to receive a late payment interest calculated at the rate which shall be the SBI Highest MCLR plus 2% (Two Percent) on the outstanding amount calculated from the date on which such amount becomes due, till the said amount is received by the Promoter.

2. OTHER PAYMENTS IN ADDITION TO THE TOTAL SALE CONSIDERATION:

2.1. The Allottee shall, in addition to the Total Sale Consideration and other charges mentioned in Clause 1 and Clause 2, make payment of the following costs, charges and expenses ("**Other Charges**") and the statutory payments made to the authorities ("**Statutory Payments**") to the Promoter, within 7 (seven) days from the date of receipt of notice in this regard from the Promoter:

(i) All deposits including taxes, etc. towards procuring power connection and installation of power back-up in the Project, including other charges towards installation of electricity meter;

(ii) All water supply charges, including taxes etc. towards water and sewage connection for the Project, including towards installation of water meter;

(iii) Corpus fund ("**Corpus Fund**") for any future capital expenditure that the Project may require, including advance maintenance charge for the initial period of 1 (One) year, commencing from the date of such intimation by the Promoter; and

(iv) Stamp duty and registration charges, expenses and incidentals on this Agreement and the conveyance deed to be executed for conveyance of the Apartment to the Allottee.

2.2. The specifications, amenities and facilities of the Project are detailed in **Schedule F** hereto. The Allottee hereby agrees that the Promoter may make minor additions or alterations to the Building / Project without affecting the layout of the Apartment. In this regard, the Promoter may obtain modification to the Sanctioned Building Plan. The Allottee hereby confirms no objection to such modification.

2.3. The Promoter shall confirm the actual carpet area of the Apartment after the construction of the Building is complete and the occupancy certificate is granted by the competent authority for permitting occupancy of the Building/s ('**Occupancy Certificate**'), by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be re-calculated upon confirmation by the Promoter. If there is any reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within 60 (Sixty) days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than 3% (three percent) of the carpet area of the Apartment allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone in the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in this Agreement.

2.4. Subject to Clause 12.1, the Promoter agrees and acknowledges that the Allottee shall have right to the Apartment as mentioned below:

(i) The Allottee shall have exclusive ownership over the Apartment;

(ii) The Allottee shall also have interest over the undivided proportionate share in the Common Areas. Since the share / interest of the Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over maintenance of the Common Areas to the Association of Allottees / Master Association (as applicable) formed under the Applicable Laws after duly obtaining the Occupancy Certificate;

(iii) That the computation of the price of the Apartment includes recovery of price of land, construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, maintenance charges as per this Agreement etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

2.5. It is hereby clarified by the Promoter and the Allottee further agrees that the Apartment along with the right to usage of [•] covered Car Parking space shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project, covering the Schedule A Property and is not a part of any other project or zone and shall not form a part of and/or/ linked/combined with any other project in its vicinity or otherwise. It is clarified that the Project's facilities and amenities shall be available only for the use and enjoyment of the Residents of the Project.

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

3. MODE OF PAYMENT AND COMPLIANCE OF LAWS RELATING TO REMITTANCE:

Subject to the terms of this Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments on written demand of the Promoter, within the stipulated time as mentioned in the Payment Plan through the A/C payee, cheque / demand draft / bankers' cheque or online payment (as applicable) in favour of "**[●] RERA COLLECTION A/C**", Account Number**: [●],** IFSC Code: **[●], [●]** Bank, [•], Bengaluru. **[*Note: Details of Collection Escrow Account for the Project to be incorporated*]**

4. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

4.1. The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other Applicable Laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

4.2. The Promoter accepts no responsibility in regard to matters specified in Clause 4.1 above.

4.3. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities, if any, under the Applicable Laws. The Promoter shall not be responsible towards any third-party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

5. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

6. TIME IS ESSENCE:

6.1. The Promoter shall, subject to Force Majeure event, endeavor to complete the Project and obtain Occupancy Certificate for the [Project] on or before [•], with additional grace period of 6 (Six) months ("**Delivery Date**"), given that the Allottee complies with the terms of this Agreement including the payment of the Total Sale Consideration in terms of the Payment Schedule. It is clarified that in the event the time period for the completion of the Project is extended for any reason whatsoever and is permitted by Regulatory Authority, the expression, 'Delivery Date' shall mean and refer to such extended time period.

6.2. The Parties agree that the completion of the Project may get delayed for reasons beyond the control of the Promoter and due to Force Majeure. In this regard, the Allottee agrees and acknowledges that the Promoter is entitled to approach the Authority for proportionate extension of time for completion of the Project, provided that such delay is caused due to Force Majeure or for any other legitimate reasons. The Allottee further agrees that, subject to such approvals for extension of time being obtained, the Allottee shall not claim compensation for the delay caused as a result of a Force Majeure event.

6.3. The conveyance of the Apartment by the Promoter to the Allottee under a conveyance deed as per the terms of this Agreement is dependent upon execution of the sale deed by KIADB in favour of the Promoter, conveying the Schedule A Property in its favour. The Allottee agrees and acknowledges that in case there is any delay in conveyance of the Apartment by the Promoter to the Allottee, caused due to delay in execution of the sale deed/ conveyance deed (as the case may be) by KIADB in favour of Promoter, for reasons not attributable to the Promoter, then the Promoter shall not be liable to the Allottee for such delay.

7. LOAN:

7.1. If the Allotee is desirous of obtaining a loan to finance the payment for the purchase of the Apartment, the Allottee shall subject to the terms of the Lease cum Sale Agreement and this Agreement, at his/her/their own cost, expense, apply for such loan (hereinafter called `the **Loan**') from a reputed bank/housing finance company (hereinafter called `**Lender**') and execute all necessary forms and documents and pay all fees, legal costs, stamp duty expenses, etc., in respect thereof at Allottees' cost.

7.2. The Allottee undertakes to do all acts, things and take all steps required for disbursement of the Loan without any delay and in the manner mentioned in this Agreement.

7.3. Notwithstanding whether the Loan is disbursed or not, the Allottee shall still be liable to pay to the Promoter on the due dates, the relevant instalments, and all other sums due under the Agreement and in the event if there is any delay and/or default in payment of such amount/s, the Allottee shall be liable as per this Agreement, including for payment of interest on the outstanding amounts.

7.4. If the Allottee fails to obtain the Loan for any reasons whatsoever, the Promoter shall not in any way be liable to the Allottee for any loss, damage, cost or expense howsoever arising or incurred. 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.

7.5. The Allottee shall indemnify and keep the Promoter, its directors, its agent, representatives, employees and effect 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 Allottee as mentioned in the Agreement.

7.6. If the Allottee has availed Loan from any Lender, and in the event of cancellation of the booking, based on the terms of such Loan, after deduction of Booking Amount and interest liabilities, taxes, the balance amount of the loan so disbursed would be paid to the Lender / Allottee, as applicable, and against the receipt of such amount, the Lender shall forthwith issue 'no dues certificate' and hand over the original of this Agreement that may be deposited by the Allottee or cause the Allottee to hand over this Agreement to the Promoter by paying the due amounts to the Lender and the Promoter shall be entitled to deal with Schedule B Property in any manner with a third party without any recourse to the Lender and Allottee.

8. CONSTRUCTION OF THE SCHEDULE B PROPERTY:

8.1. The Allottee has verified the Sanctioned Building Plan, specifications of the Apartment, amenities and facilities of the Apartment and the floor plan, payment plan and the specifications, amenities and facilities of the Project. The Promoter shall develop the Project in accordance with the Sanctioned Building Plan. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by the Sanctioned Building Plan and shall also abide by the bye-laws, FAR and density norms and provisions prescribed by the competent authority. The Promoter shall not make any variation /alteration /modification to such plans, other than in the manner provided under the Act and / or this Agreement.

8.2. The Allottee shall not seek any modifications to the specifications of the Apartment. The Promoter shall have full discretion in appointment of contractors, sub-contractors, technicians, professionals and in procurement and quality of building materials required for completion of construction of the Project.

8.3. The Promoter has not handed over the possession of the Apartment to the Allottee under this Agreement. The Promoter has agreed to hand over the possession of the Apartment to the Allottee upon payment of the entire amounts due under this Agreement and on execution of a conveyance deed in relation to the Apartment.

8.4. Upon completion of construction of the Apartment as per specifications mentioned in this Agreement and subsequent to obtaining the Occupancy Certificate under the Act, the Promoter shall inform the Allottee by giving a written notice, regarding completion of the Apartment.

8.5. The Promoter may, at its sole discretion, permit the Allottee to carry out interior works at the Apartment, prior to execution of the conveyance deed in terms of this Agreement. The Promoter shall not be responsible for any rectification and/or damages that may be caused by the Allottee while carrying out any interior works and other related works in the Apartment. The Allottee shall in turn be responsible for indemnifying the Promoter for any damage that may be caused at the Schedule B Property and the Building, due to such activities.

9. POSSESSION OF THE APARTMENT:

9.1. The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the Common Areas to the Association of Allottees or the competent authority, as the case may be, is the essence of this Agreement. The Promoter, subject to Clause 6, agrees to hand over possession of the Apartment along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place on [•], with additional grace period of 6 (Six) months. If, however, the completion of the Project is delayed due to the Force Majeure conditions, then the Allottee agrees that the Promoter shall be entitled to extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 60 (Sixty) days from that date. [The Promoter shall intimate the Allottee about such termination at least 30 (Thirty) days prior to such termination]. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

9.2. Procedure for taking possession of the Apartment:

The Promoter, upon obtaining the Occupancy Certificate, receipt of the Total Sale Consideration, Statutory Payments and Other Charges, and after the conveyance of the Schedule A Property by the KIADB in favour of the Promoter, shall offer in writing the possession of the Apartment to the Allottee, and the Allottee shall take such possession in terms of this Agreement within 2 (two) months from the date of issue of the offer as aforesaid. The Allottee, after taking the possession, shall pay the maintenance charges towards upkeep and maintenance of the common areas and facilities and common facilities (if any) and charges accruing due to internal maintenance of the Project premises, as determined by the Promoter / Association of Allotees (as and when formed).

9.3. Failure of Allottee to take Possession of Apartment: –

(i) Upon receiving a written intimation from the Promoter as per Clause 9.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in Clause 9.2, such Allottee shall continue to be liable to pay maintenance charges towards upkeep and maintenance of the common areas and facilities and common facilities (if any) and charges accruing due to internal maintenance of the Project premises, as specified in Clause 9.2.

(ii) The Allottee hereby agrees that in case the Allottee fails to respond and/or neglects to take possession of the Apartment within the time as stipulated in Clause 9.2, then the Promoter shall be entitled to forfeit 10% of the Total Sale Consideration, along with interest on default in payment of installments (if any), applicable taxes and any other charges/amounts. It is hereby clarified that the Promoter shall refund the remaining Total Sale Consideration received from the Allottee, after forfeiting the amount as aforesaid, only after the Apartment has been booked by another purchaser. The Allottee further agrees and acknowledges that the Promoter's obligation to deliver the possession of the Apartment shall end on the expiry of the time as stipulated in Clause 9.2, and that subsequent to the same, the Promoter shall not be responsible and/or liable for any obligation towards the Allottee for the possession of the Apartment.

9.4. Possession by the Allottee: –

Upon obtaining the Occupancy Certificate for the Project and handing over physical possession of the Apartment to the Allottee(s), the Promoter shall hand over the necessary documents and plans, including that of the Common Areas, to the Association of Allottees (as and when formed).

9.5. Cancellation by Allottee: –

The Allottee shall have the right to cancel/withdraw his/her allotment in the Project as provided in the Act. Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the 10% (Ten Percent) of the Total Sale Consideration plus applicable Goods and Service Tax. The balance amount of money paid (if any) by the Allottee shall be returned by the Promoter to the Allottee within 60 (sixty) days of such cancellation.

9.6. Compensation:

The Allottee acknowledges that the Schedule A Property is a land allotted to the Promoter by the KIADB, free of any encumbrance under the Karnataka Industrial Areas Development Act, 1966. It is further clarified that the Promoter shall be liable and responsible towards the Allottee/s for any material non-compliance under this Agreement, including in relation to quality and specifications of the Apartment and timelines set out under this Agreement, for the Project.

9.7. Except for: (a) occurrence of a Force Majeure event; or (b) delay in conveyance of the Schedule A Property by KIADB in favour of the Promoter (other than for reasons strictly attributable to the Promoter); or (c) in case where the delay in transfer of possession of the Apartment to the Allottee is caused due to non-payment of all unpaid dues under this Agreement; if the Promoter fails to complete or is unable to give possession of the Apartment: (i) in accordance with the terms of this Agreement and within the time period stipulated herein; or (ii) due to discontinuance of its business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason attributable to the Promoter; the Promoter shall be liable, on demand to the Allottee/s, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by it in respect of the Apartment, with interest at rate of the SBI Highest MCLR Rate plus 2% including compensation in the manner as provided under the Act within 60 (sixty) days of it becoming due. Provided where the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate of the SBI Highest MCLR Rate plus 2% for every month of delay, till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within 60 (Sixty) days of it becoming due.

10. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

(i) KIADB has granted permission to the Promoter to enter into this Agreement with the Allottee, on obtaining Sanctioned Building Plan, other approvals and registration of the Project with RERA. Further, the Promoter has the requisite rights to carry out development on the Schedule A Property;

(ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;

(iii) Except for the charge of KIADB and of [•] over the Schedule A Property, there are no encumbrances upon the Schedule A Property; [***Note: Kalyani team to provide details of project finance charge over the land***]

(iv) There are no litigations pending before any court of law or authority with respect to the Schedule A Property and/or the Project or the Apartment;

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Schedule A Property and the Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, be in compliance with all Applicable Laws in relation to the Project, Schedule A Property, Building/s, Apartment, the Common Areas and the Common Amenities during the course of the development of the Project;

(vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

(vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Schedule B Property, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

(viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Apartment to the Allottee in the manner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed for conveying of Schedule B Property to the Allottee, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee;

(x) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the Occupancy Certificate is obtained for the Apartment along with the Common Areas (equipped with all the specifications, Common Amenities and other facilities) has been handed over to the Allottee and the Association of Allottees or the competent authority, as the case may be; and

(xi) No notice from the government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the Schedule A Property and/or the Project.

11. EVENTS OF DEFAULT AND CONSEQUENCES:

11.1. Subject to Force Majeure and/or delay in conveyance of the Schedule A Property by the KIADB in favour of the Promoter, the Promoter shall be considered under a condition of default, on occurrence of following events:

(i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in Clause 9.1 or fails to complete the Project within the stipulated time in terms of this Agreement. For the purpose of this Clause, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respect including the provision of all specifications, basic amenities and facilities, as agreed to between the Parties, and for which Occupation Certificate is issued;

(ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of its registration under the provisions of the Act or the Rules or Regulations.

11.2. In case of default by Promoter under the conditions listed above, Allottee is entitled to the following:

(i) Suspend further payments to the Promoter as demanded by the Promoter. If the Allottee suspends making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee shall be required to make the next payment without any interest; or

(ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Apartment, along with interest at the rate of the SBI Highest MCLR Rate plus 2%, within 60 (sixty) days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he / she shall be paid, by the Promoter, interest at the rate of the SBI Highest MCLR Rate plus 2%, for every month of delay till the handing over of the possession of the Apartment in terms of this Agreement. The Promoter shall pay the aforementioned amount to the Allottee within 60 (sixty) days of it becoming due.

11.3. The Allottee shall be considered to be in default, in case the Allottee fails to make payments for 2 (Two) consecutive demands made by the Promoter as per the Payment Plan annexed hereto. The Allottee shall then be liable to pay interest to the Promoter on the unpaid amount at the rate of the SBI Highest MCLR Rate plus 2%. Notwithstanding the same, if the Allottee fails to make payment of any instalment/s due within 2 (two) months of it becoming due along with the applicable interest for the delayed period even after having received notice from the Promoter, the Promoter will be entitled to terminate this Agreement and forfeit the Booking Amount.

11.4. In the event of breach by the Allottee of any of the terms of this Agreement (including non-payment of the amounts due under this Agreement as set out under Clause 11.3 above), and such breach not being cured, within a period of 30 (thirty) days of being notified of such breach, the Promoter shall be entitled to terminate this Agreement at any time by issuance of a notice of termination to the Allottee and on such termination the Promoter shall be entitled to the rights as provided in Clause 11.5 hereinbelow.

11.5. In case of termination of this Agreement in terms of Clauses 11.3 or 11.4 above, the Promoter shall refund the amounts paid towards the Total Sale Consideration to the Allottee, after appropriating 10% (Ten Percent) of the Total Sale Consideration plus applicable GST, and the interest amount (if any) payable by the Allottee simultaneous with the Allottee handing over the original of this Agreement. The balance amount to be paid to the Allottee as aforesaid, shall be paid (free of interest) within 60 (sixty) days from the date of termination. On such termination, the Promoter shall be entitled to deal with the Schedule B Property without any let, claim or hindrance by the Allottee. It is clarified that amounts paid by the Allottee towards Statutory Payments and Other Charges to the Promoter will not be liable to be refunded.

11.6. In the event of termination of this Agreement as aforementioned and simultaneous with the refund of the amounts paid by the Allottee, after appropriating 10% (Ten Percent) of the Total Sale Consideration plus applicable GST and the interest amount (if any) as set under clause 10.5 above by the Promoter, the Allottee undertakes to execute such document as required by the Promoter in order to give effect to the termination of this Agreement.

12. CONVEYANCE OF THE APARTMENT:

12.1. The Promoter, on receipt of Total Sale Consideration, Statutory Charges and Other Charges as per Clause 1 and Clause 2 under the Agreement from the Allottee and upon obtaining conveyance of the Schedule A Property by the KIADB in favour of the Promoter, shall execute a conveyance deed and convey the title of the Apartment to the Allottee, in compliance with Applicable Law.

12.2. In the event the Allottee fails to deposit the stamp duty and / or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the relevant Government Authority is made by the Allottee as per applicable laws.

12.3. The Allottee/s shall obtain Khata of the Apartment at his/her/their cost from the jurisdictional revenue office and Promoter hereby agrees to sign necessary documents and do all such acts as may be required for such purpose.

13. COMMON AMENITIES AND FACILITIES IN THE PROJECT:

13.1. The Promoter shall provide Common Amenities and other facilities in the Project as listed in Schedule F to this Agreement. The Common Amenities shall be provided within 3 (Three) months from the date of intimation of completion of the Project. The Common Amenities will be utilized by the Residents of the Project by paying certain subscription charges, which shall prescribed by the Promoter or the agency / entity to be appointed for maintenance of Common Areas of the Project or the Association of Allottees (as and when formed). The Allottee/s has considered the above aspects in detail and has consented to the same.

13.2. The Allottees and the Residents shall follow the rules and regulations that may be prescribed for the purposes of operating, maintaining and running the Common Amenities and other facilities in the Project by the Promoter / agency / entity appointed / Association of Allottees (on its formation).

14. MAINTENANCE OF THE BUILDING / APARTMENT / PROJECT:

14.1. The Promoter is responsible to undertake the maintenance of the Common Areas in the Project for a period of one year from the date of issuance of the Occupancy Certificate or till the formation of the Association of Allottees / Master Association, whichever is earlier ("**Initial Maintenance Period**").

14.2. The Allottee shall pay in advance the maintenance charges payable for the maintenance of the Common Areas in the Project for the Initial Maintenance Period.

14.3. The Promoter by itself or through a service provider shall maintain the Common Areas and Common Amenities.

14.4. The Promoter will keep the Common Areas in good condition during the Initial Maintenance Period.

14.5. Pursuant to the expiry of the Initial Maintenance Period, the Allottees shall pay maintenance charges for maintenance of the Common Areas in the Project to the Association of the Allottees / Master Association, as applicable.

14.6. The Allottee/s shall comply with the rules, regulations and directions of the Association of the Allottees.

14.7. Upon completion of the Initial Maintenance Period and formation of the Master Association, the charges for the maintenance and upkeep of the Club House shall be payable by the allottees / Residents to the Master Association as per the maintenance and the membership fee prescribed by the Master Association from time to time. The Allottee/s shall comply with the rules, regulations and directions of the Master Association, apart from compliance to the rules, regulations and directions of the association of the Allottees of the Project. [***Note: This is to be discussed with Kalyani team, on how the Association of Allottee/Master Association shall be formed, and how the amenities will be divided amongst the two associations.***]

14.8. It is hereby clarified that the Promoter shall not be responsible, accountable, or liable in any manner whatsoever to any person including the Allottees, for any act, deed, matter, or thing committed or omitted to be done by the Association of the Allottees and/or Master Association.

14.9. At the time of taking possession of the Apartment, the Allottee shall pay 12 (twelve) months' monthly maintenance fee in advance as above and also make contribution towards "**Sinking Fund**" / "**Corpus Fund**" as detailed in Schedule C. The Sinking Fund will be utilized towards major works and capital expenditure required to be incurred for the maintenance of the Common Areas. In the event 12 (twelve) months maintenance is exhausted and the Allottees do not pay additional amount, the Promoter is entitled to utilize the Sinking Fund towards the maintenance, in the interest of the Project. The Promoter shall provide the details of the utilization of the Sinking Fund to the Allotee or to the Association of Allottees. [***Note: Details of Sinking Fund to be incorporated in Schedule D. In case there is no Sinking Fund, this Clause will have to be modified***]

15. COMMON MAINTENANCE AND MAINTENANCE DEPOSIT

15.1. The Allottee shall, whether possession of the same is taken or not, shall pay proportionate share of all outgoings and maintenance costs and general expenses such as insurance, municipal taxes/ expenses, cesses, electrical and water charges and all other maintenance charges of the Common Areas of the Project and Common Amenities and other facilities in the Project as determined by the Promoter and/or Association of the Allottees.

15.2. The Promoter shall by itself or through an agency/entity appointed by the Promoter undertake maintenance and upkeep of the Common Areas of the Project and the Common Amenities in the Project developed on the Schedule A Property. The Promoter at its sole discretion shall be entitled to undertake maintenance of the Project during the Defect Liability Period or such other extended period, on such terms agreed with the Association of the Allottees and thereafter the Promoter shall entrust the same to the Association of the Allottees. In this regard, the Allottee has granted specific consent and undertakes not to raise any objection.

15.3. The Allottee shall also, at the time of taking possession of Apartment, make payment of Corpus Fund along with GST as set out under the Payment Plan. The contribution towards Corpus Fund is collected to ensure availability of funds for any major repairs or maintenance works in Project. The Promoter shall retain the Corpus Fund till such time the Promoter undertakes maintenance of the Project and thereafter transfer the same (if any amount remains unutilized) to the Association of Allottees.

15.4. The Allottee shall also observe and abide by all the bye-laws, rules and regulations as applicable, in regard to ownership or enjoyment of the Apartment.

15.5. The Promoter or the agency/entity appointed by the Promoter will be the exclusive maintenance service provider for the maintenance of the Common Areas of the Project, the Common Amenities and other facilities in the Project until the maintenance of the Project is handed over to the Association of Allottees. The charges for such services and maintenance shall be paid by the Allottee and other owners of the Apartment Units in the Project, without any protest or demur.

16. DEFECT LIABILITY:

16.1. 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 Promoter relating to the development of the Project, is brought to the notice of the Promoter by the Allottee, within a period of 5 (five) years from the date of receipt of the Occupancy Certificate or the date of registration of sale deed with the first buyer of the apartment in the Building, whichever is later ("**Defect Liability Period**"), it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

16.2. The Promoter shall not be liable for any structural defect or defects on account of workmanship quality which cannot be attributable to the Promoter or beyond the control of the Promoter including but not limited to such defects / deficiencies arising out of Force Majeure and/or any defects/deficiencies such as cracks, micro-cracks of a non-structural nature, dulling of paint, rusting of fixtures etc., attributable to natural causes such as settling, expansion and contraction, exposure to sunlight, rain etc. Provided further that normal wear and tear, maintenance and upkeep of the Apartment will be carried out by the Allottee at his / her / its own cost. All costs incurred due to any damage or defect arising out of mishandling, inappropriate usage or any usage other than residential purposes will also be borne by the Allottee. All the above stated warranties pertain to the Building only.

16.3. Product warranty will cease immediately in case any unapproved / unauthorized change is carried out in the structure / internal layout plans of the Apartment. In case, the Allottee chooses his /her / its own special specifications for materials to be used in the Apartment, the Promoter warranties for such specific changes / materials shall not be applicable.

16.4. Fit outs and equipment like plumbing material, electrical, CP / sanitary wares, switches, DG Sets, common lights, compressor, STP, ETP, pumps and motors, lifts, Solar heaters, Air Conditioners, Swimming Pool equipment, gym equipment, other sports and club house equipment, Organic Waste Converter ('OWC'), valves, other electro-mechanical and electronic equipment, automation equipment etc., will be governed as per the warranty of specific suppliers / manufacturers. Such warranties will be limited to the standard timelines as provided by standard warranty clauses of the suppliers/manufacturers. To avail such warranty service from the respective suppliers/providers, the Allottee(s) /maintenance agency or Association of Allottee(s) as the case may be, will directly coordinate and seek such services from the supplier/provider and the Promoter will provide all reasonable support to the Allottee(s)/ maintenance agency or Association of Allottee(s) as the case may be, in this regard. After expiry of the standard warranties, the Allotee(s) / maintenance agency or Association of Allottee(s) as the case may be, will bear all expenses for the maintenance of all such equipment/ fit outs etc.

16.5. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. In the event of the Allottee(s) or their agents/vendors damaging any portion of the Common Amenities and / or the Common Areas of the Project either intentionally or unintentionally, the same shall be made good by the Allottee(s). The cost of such rectification shall be at the sole discretion of the Promoter or the Association of Allottee/s of the Project and the decision on such cost by the Promoter and/or the Association of Allottee/s shall be final and binding on the Allottee(s).

17. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

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

18. USAGE:

18.1. Use of Basement and Service Areas: The service areas forming part of the Common Areas in 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, firefighting pumps and equipment's etc. and other permitted uses as per Sanctioned Building Plan. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association of Allottees for rendering maintenance services.

19. RIGHT TO CREATE MORTGAGE:

19.1. The Promoter has created charge on the leasehold rights and development rights over the Schedule A Property, in favour of [•], for securing loan / financial assistance for the construction and the development of the Project. Prior to execution of this Agreement, the Promoter has obtained no objection certificate from [•] with respect to the Apartment, in order to allot the same to the Allottee in terms of this Agreement. [***Note: Details of existing lender of the Project to be mentioned***]

19.2. Without prejudice to Clause 19.1 hereinabove, the Promoter is entitled to create further charge on the leasehold rights and development rights over the Schedule A Property in favour of any third party for securing further loan / financial assistance for the construction and the development of the Project or otherwise. Notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee with respect to the Apartment.

19.3. The Promoter may permit the Allottee to avail any loan for acquisition of the Apartment from any third party institutional lender as per Clause 7, provided that appropriate tripartite agreement/s are entered into by and between the Promoter, the Allottee and the said third party lender.

20. THE ALLOTTEE ASSURES, UNDERTAKES AND COVENANTS WITH THE PROMOTER AS FOLLOWS ("ALLOTTEE'S COVENANTS"):

20.1. That the Allottee shall not be entitled to claim conveyance of the Schedule B Property until the Allottee fulfils and performs all its obligations and completes all payments under this Agreement and until the Delivery Date.

20.2. That the Allottee has independently verified the sanctions/ approvals obtained by the Promoter for construction of the Project, before entering into this Agreement. The Allottee is satisfied with all representations and disclosures made by the Promoter concerning the Project.

20.3. That the Total Sale Consideration fixed and agreed herein is based on mutual negotiations between the Allottee and the Promoter and the Allottee shall have no right to renegotiate the same under any circumstances. The Promoter is completely free to agree to fix any other sale consideration with other allottees of the Apartment Units in the Project.

20.4. The Allottee, along with other allottees of the Apartment Units in the Project, undertake to join the Association of Allottees to be formed by the Promoter. That after the Project is handed over to the Association of Allottees, the Promoter shall not be responsible 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, Residents, service providers or their agents with regards to the Common Amenities and other facilities in the Project as well as the fire safety equipment, fire protection systems, their supporting equipment, pollution control and other general safety equipment, related facilities and services. The Allottee with the other owners shall ensure that periodical inspections of all such Common Amenities and other facilities in the Project are done so as to ensure proper functioning thereof.

20.5. After the maintenance of the Building is handed over to the Association of Allottees, the Promoter shall not be responsible 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, Residents, service providers or their agents with regard to the Common Amenities and other facilities in the Project.

20.6. The Allottee shall bear his/her/their share of all applicable taxes, cess, charges miscellaneous deposits, charges, statutory levies, etc. payable to the Appropriate Government, which costs may be incurred by the Promoter for the Project and shall be prorated based on the measurement of the Schedule B Property with the other Apartment Units in the Project, and shall be payable by the Allottee within a period of 15 (fifteen) days of a demand being made by the Promoter in this behalf.

20.7. In addition to the aforementioned, the Allottee hereby undertakes to fulfill at such obligations as detailed in Schedule H of this Agreement.

21. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

21.1. Subject to terms of this Agreement, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or 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.

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

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

21.4. The Allottee understands and acknowledges that the Common Amenities will be shared amongst all the allottees / Residents of the Project and the Allottee has no objection to the same.

22. CLUB HOUSE

22.1. The Promoter is developing 1 (One) the club house on the Schedule A Property ('**Club House – 1**'), and another club house on the remaining portion of the Larger Property ('**Club House – 2**'). The location of both Club House – 1 and Club House – 2 (collectively, '**Club House**') is earmarked in the Sanctioned Building Plan issued by the KIADB for the development of the Larger Property. Both the Club House will be utilized by the residents of both Project – Phase I and the project proposed to be developed over the remaining portion of Larger Property (other than Schedule A Property). The Allottee/s has considered the above aspects in detail and has consented to the same.

22.2. The Allottee hereby agrees and acknowledges that the Promoter is the owner of the Club House. The Allottee further acknowledges that the Promoter, at its option may transfer the Club House to the Master Association in the manner it deems appropriate.

22.3. The Allottee's right to use the Club House – 1 and Club House – 2 shall be subject to paying the prescribed fees or charges to the Promoter / the maintenance agency, as the case may be. The Allottee shall be eligible to utilize the facilities in the both the Club House according to the terms and conditions and payment of the amounts prescribed by the Promoter or by the agency appointed by the Promoter to run and manage the Club House or by the association of the Allottee/s / Master Association (on its formation).

22.4. As long as the Allottee remains occupant of the Apartment, the Allottee shall be entitled to use both the Club House, subject to: (i) strict observance of the rules of the Club House, framed by the Promoter, its agents/ assigns or the Association of Allottees (when formed), from time to time; (ii) the payment of the subscriptions as may be fixed from time to time by the Promoter/or its agents/ assigns/the Association of Allottees (when formed); and/ or (iii) the payment of charges for usage as may be fixed from time to time by the Promoter and its agents/ assigns or the Association of Allottees (when formed).

22.5. The facilities of the Club House shall be available for the benefit of the residents of the Apartment Units in the Schedule A Property and in the event of transfer of ownership, the transferee will be entitled to the benefits of the Club House and the transferor shall cease to be the member of the Club House.

22.6. The Promoter shall handover the both the Club House to the Association of the Allottees to be formed by all the allottees of Apartment Units in the Project after completion of 1 (one) year from the Delivery Date or formation of the Association of Allottees, whichever is earlier. The rules and regulations prescribed by the Association of Allottees shall be applicable to the allottees / Residents / tenants etc. of the Apartment Units in the Project (including their respective family members, guests, visitors etc.).

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

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

24. EASEMENT RIGHT IN THE PROJECT – PHASE I AND PROJECT – PHASE II:

24.1. The Promoter is developing the Common Amenities and facilities and the Common Areas for the use and enjoyment of all the residents of the Project – Phase I and also the residents of the Project – Phase II. The Allottee hereby acknowledges the right of the residents of Project – Phase II to enter into the Project – Phase I and use the Common Amenities and facilities and the Common Areas situated within the Project, in terms of the Easement Deed. In consideration of the same, the Allottee and the other residents of the Project – Phase I are in turn entitled to enter upon the Project – Phase II and use the Common Amenities and facilities, Club House and the Common Areas within the Project – Phase II.

24.2. It is clarified that perpetual right of way and right to use, granted by the Promoter to the residents of the Project – Phase I is restricted to the Common Amenities and facilities, Club House and Common Areas within the Project – Phase II only and does not include access or right of usage of common areas of the Adjoining Property within the buildings thereon, such as staircases, elevators, staircase and elevator lobbies, fire escapes and common entrances and exits of buildings, terraces, basements, parks, play areas, etc.

24.3. Similarly, the perpetual right of way and right to use is granted by the Promoter to the residents of the Project – Phase II for use and enjoyment of Common Amenities and facilities & Common Areas constructed on the Project – Phase I. It is clarified that perpetual right of way and the right to use granted by the Promoter to the residents of the Project – Phase II is to Common Amenities and facilities and the Common Areas of the Project constructed on the Project – Phase I and does not include access or right of usage of common areas housed within the Building/s of the Project – Phase I such as staircases, elevators, elevator lobbies, fire escapes and common entrances and exits of buildings, terraces, basements, parks, play areas, etc.

24.4. It is understood and agreed between the Parties that other than the rights mentioned herein of the Allottee over the Common Areas, Club House and the Common Amenities and facilities in the Project – Phase II, the Allottee and the residents of the Project – Phase I will not derive any ownership rights or any other right over the Project – Phase II. Similarly, the Allottee and the Residents of the Project – Phase II will not derive any right in the Project– Phase I, other than the right over the Common Amenities and facilities and Common Area of the Project, as explicitly mentioned herein.

25. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after completion of the development of the Project as per the Sanctioned Building Plan (with modifications, if any).

26. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement, he shall not mortgage or create any further charge on the Apartment and if any such mortgage or charge is made or created, then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee in terms of this Agreement.

27. FORMATION OF THE ASSOCIATION OF ALLOTTEES:

Upon completion of the Project, the Promoter will form the Association of Allottees for the Project in terms of the Applicable Laws and as mentioned in this Agreement. Further, the Association of the Allottees of the Project and the association of Allottees of the Project – Phase II shall form Master Association for maintenance of the [Club House]. [***Note: To be confirmed by Kalyani Team***]

28. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 15 (Fifteen) days from the date of receipt by the Allottee and if the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 15 (Fifteen) days from the date of its receipt by the Allottee, the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (Fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the Booking Amount (being 10% of Total Sale Consideration) shall be returned to the Allottee without any interest or compensation whatsoever, post deduction of cancellation charges in accordance with this Agreement.

29. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Apartment.

30. RIGHT TO AMEND:

This Agreement may only be amended through written consent of the Parties, *vide* an agreement executed by all the Parties.

31. NATURE OF RIGHT OF USAGE

31.1. It is agreed that the Schedule B Property shall be used only for residential purposes.

31.2. It is agreed that the Car Parking spaces provided to the Allottee shall be used only for parking cars and the same shall not be used for storage, disposal of old tires, or as any accommodation for helpers, drivers etc.

31.3. All the Common Areas of the Project and the Common Amenities and other facilities in the Project shall be for non-exclusive use and will be based on the rules and regulations by the Promoter / agency or entity appointed by the Promoter / Association of Allottees (when formed) and as provided herein.

31.4. The Allottee shall not be permitted to use the services, areas and the basements which are part of the Common Areas of the Project in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association of the Allottees, formed by the Allottees for rendering maintenance services.

32. ASSIGNMENT OF RIGHTS AND OBLIGATION TO THIRD PARTY

32.1. The Allottee hereby agrees and confirms that this this Agreement is not transferable or assignable to any third party or entity, except as provided in Clause 31.2 hereinbelow.

32.2. The Allottee shall not be entitled to transfer or assign its rights under this Agreement to any third party till the execution of the conveyance deed by Promoter in favour of the Allottee. However, the Promoter may, at its sole discretion, permit assignment subject to payment of assignment fee of Rs. 200 per sq. ft plus applicable GST of the Total Sale Consideration ("**Assignment Fee**"). [***Note: To be confirmed***]

32.3. Any assignment, subject to Clause 31.2 above, shall be permitted only by way of written memorandum executed amongst the Promoter, Allottee and the transfer/assignee, on payment of the Assignment Fee. The assignee shall be bound by the terms of this Agreement, including payment of Assignment Fee, in accordance with Clause 32 hereinbelow. However, Assignment Fee shall not apply in case of transfer made to and between immediate family members, i.e. father, mother, brother, sister, son, daughter, wife and husband.

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

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

34. WAIVER NOT A LIMITATION TO ENFORCE:

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

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

35. SEVERABILITY:

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

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

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

37. FURTHER ASSURANCES:

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

38. NOTICES:

All notices whether in physical form by way of registered post and by way of electronic mail, served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter at their respective addresses specified below and followed by email on the notified E-mail ID:

Name of Allottee/s : ___________________
Address : ___________________
Email ID : __________________

Promoter name : Kalyani Techpark Private Limited
Address : ___________________
Email : __________________

It shall be the duty of the Allottee/s and the Promoter to inform each other of any change in address provided hereinabove after the execution of this Agreement by physical form by way of registered post/electronic mail failing which all communications and letters posted at the aforementioned address shall be deemed to have been received by the Promoter or the Allottee/s, as the case may be.

39. JOINT ALLOTTEES:

That in case there are allottees, all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

40. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Allottee in respect of the Apartment, prior to the execution of this Agreement, shall not be construed to limit the rights and interest of the Allottee under the Agreement or under the Act or the rules or the regulations made thereunder.

41. 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.

42. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

43. KARNATAKA OWNERSHIP FLATS (REGULATION OF THE PROMOTION OF THE CONSTRUCTION, SALE, MANAGEMENT AND TRANSFER) ACT, 1972

The Promoter has assured the Allottee that the Project is in accordance with the provisions of the Karnataka Apartment Ownership Act, 1972 and the Karnataka Ownership Flats (Regulation of the Promotion of the Construction, Sale, Management and Transfer) Act, 1972. The Promoter has complied with / shall comply with all laws and regulations as application in the State of Karnataka.

SCHEDULE A
DESCRIPTION OF THE PROJECT LAND
[*Note: To be confirmed*]

All that piece of land known as Plot No.R-7 of Hardware Sector at Hitech, Defence & Aerospace Park, Bengaluru, comprised in Sy.Nos.Parts of 430, 452, 453, 454, 455, 456, 457, 458, 459, 463 & 177 (Block No. 8, 9, 10, 11, 12 & 13) within the village limits of Bagalur Village, Jala Hobli Hobli, Bengaluru North Yelehanka Taluk, Bengaluru Urban District, containing by admeasurement 101171.00 Sqr.mtrs or thereabouts and bounded as follows that is to say::

On or towards North by: Plot No.R-8;

On or towards South by: Private Property & Plot No.R-7-P;
On or towards East by: Plot No.R-6 & Private Property;
On or towards West by: Proposed 90M Wide Expressway.

SCHEDULE B

PART A - DESCRIPTION OF THE UNDIVIDED SHARE IN THE SCHEDULE A PROPERTY

Undivided share measuring to an extent of ____ square feet in the Schedule A Property.

PART B – DESCRIPTION OF THE APARTMENT

A ____ BHK Apartment bearing number ______on the ___ Floor of ____ Building in **"LivingTree by Kalyani Developers"** to be constructed on the Schedule A Property with a Carpet Area of ______ Square Feet (Super Built Up area of _____ square feet) along with proportionate share in Common Areas, along with the right to usage of _________ covered Car Parking space in the stilt/basement (The key plan showing the location of the Apartment in the Building, and the floor plan of the Apartment is appended to this Agreement.

SCHEDULE C

FLOOR PLAN OF THE APARTMENT

[•]

SCHEDULE D

PAYMENT PLAN

[*Note: To be incorporated*]

[•]

SCHEDULE E

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT)

[*Note: To be incorporated*]

CIVIL

[•]

ARCHITECTURE

[•]

PLUMBING, ELECTRICAL & SERVICES

[•]

GREEN FEATURES

[•]

SCHEDULE F
COMMON AMENITIES AND OTHER FACILITIES (WHICH ARE PART OF THE PROJECT)
[*Note: To be incorporated*]

[•]

SCHEDULE G
RIGHTS OF THE ALLOTTEE

The Allottee/s shall have the following rights in respect of the Schedule B Property and the Apartment thereon (post taking possession of the same): -

a. The Allottee/s shall have the right to purchase and own the Apartment along with the proportionate undivided share in the Schedule A Property, morefully described in Schedule B hereto for residential purposes, subject to the terms of this Agreement.

b. The Allottee/s and all persons authorized by the Allottee/s (in common with all other persons entitled, permitted or authorized to a similar right) shall have the right at all times, and for all purposes, to use the passages and Common Area.

c. The right to subjacent, lateral, vertical and horizontal support for the Schedule B Property from the other parts of the Building.

d. The right to free and uninterrupted passage of water, gas, electricity, sewerage etc., from and to the 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 land or passing through the Building or any part thereof by the Schedule A Property.

e. The right to lay cables or wires for radio, television, telephone and such other installations, in any part of the Project (subject to similar rights of the other owners of apartments in Project).

f. The right of entry and passage for the Allottee/s and Allottee/s' agents or workman 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 or maintenance of the Apartment or for repairing, cleaning, maintaining or renewing the water tanks, sewer, drains and water courses, cables, pipes and wires (causing as little disturbance as possible to the other owners of units in Project and making good any damage caused).

g. The right to use (along with other owners of Apartments in the Project), all Common Facilities in the Project, on payment of such sums as may be prescribed from time to time by the Promoter or agency appointed by them.

h. The right to make use of all the common roads and passages provided in the Schedule A Property to reach the Building Property without causing any obstruction for free movement therein.

i. The Allottee/s shall be entitled to, in common with other allottee/s of the apartments in the Project, to use and enjoy the Common Areas and facilities listed hereunder:
   i. Entrance lobbies, passages and corridors;
   ii. Lifts/pumps/generators'
   iii. Staircases and driveway in the basements, roads and pavements;
   iv. Parks, Open spaces, Common facilities.

SCHEDULE H
OBLIGATIONS OF THE ALLOTTEE/S

The Allottee/s hereby agree/s, confirms and undertakes to abide by the following obligations towards the Promoter, other flat/apartment owners in the Project (in addition to rules/laws as may be formed by Master Association / Association of Allottees from time to time):

a. The Allottee/s shall not at any time, carry on or suffer to be carried on in the Apartment, any noisy, offensive obstructions or dangerous trade or pursuit which may be or become in any way a nuisance, annoyance or danger to the Promoter or the other flat/apartment owners or occupiers in the Project, which may tend to depreciate the value of the said Flat or any part thereof.

b. The Allottee/s shall use the Schedule B Property only for residential purposes.

c. The Allottee/s shall not throw any dirt, rubbish, garbage or other refuse in the Schedule A Property. All Garbage and refuse from the Apartment shall be deposited in designated place in the Project and at such time and in such manner as the Association of Allottees may direct.

d. The Allottee/s shall give to the owner/s of the other apartments, the necessary subjacent, vertical, horizontal and lateral support for their apartment and reciprocate and recognize the rights of the other owners / residents in the Project, as are enumerated in the Schedule G above.

e. The Allottee/s shall has/have no objection whatsoever to the Promoter managing the entire development in the Schedule A Property and the Project by itself or by handing over management of the Common Areas and the facilities to any other maintenance company/ies or to the Association of Allottees (as soon as it is formed). Pending the formation of the same, the Promoter shall retain the right and obligation of management of Schedule A Property and the Allottee/s has/have given specific consent to this undertaking.

f. The maintenance of the Schedule A Property shall be done by Promoter or through a maintenance company, until the formation of Association of Allottees, which is agreed to be formed as per the stipulated time and Allottee/s shall pay all common expenses and other expenses, taxes and outgoings in terms of this Agreement and in terms to be stated in the Sale Deed. Such Association of Allottees shall be purely for the purpose of maintenance and management of the Apartments in the Schedule A Property.

g. The Allottee/s will use all sewers, drains and water lines and now in or upon or hereafter to be erected and installed in the Project, in common with the other owner/s and occupants of the apartments and shall permit free passage of water, sanitary, electrical lines, through and along the same or any of them and to share with the other owners, the cost of repairing and maintaining all such sewers, drains and water lines as also the cost of maintaining and repairing all common amenities such as, common roads etc., and to use the same as aforesaid and/or in accordance with the rules, regulations, bye-laws and terms of the Association of Allottees.

h. The Allottee/s shall duly and punctually pay their proportionate share of Municipal taxes, rates and cesses, and any other Government levies. The liability for such share shall commence from the date when the Apartment is ready for occupation, irrespective of whether the Allottee/s takes possession thereof or not.

i. The Allottee/s shall keep the Apartment walls, drains, pipes and other fittings in good and habitable repair condition and in particular so as to support and protect the parts of the Building, other apartments, and carry out any internal works or repairs as may be required by the Association of Allottees.

j. The Allottee/s shall not make any additions, removal or alterations or cause damage to any portion of the Apartment or /Building or cause to demolish the Schedule B Property and adjacent apartment, or any part thereof and change the outside color scheme, outside elevation/façade/structure/décor of the Building.

k. The Allottee/s shall maintain the front elevation and the side and rear elevations of the Apartment, in the same form as the Promoter has constructed and not at any time alter the said elevation in any manner whatsoever.

l. The Allottee/s shall not alter the name of the Project.

m. The Allottee/s shall not park any vehicle in any part of the Schedule A Property or in any part of the Project, except in the allotted Cark Park area specifically allotted and earmarked for the Allottee/s. No vehicle belonging to Allottee or to a member of Allottee's family or guest, tenant or employee, shall be parked in any open space or in such manner as to impede or prevent ready access to the entrance of the Project.

n. The Allottee/s shall not use the common corridors, staircases, lift lobbies and other Common Areas for storage at any time.

o. The expenses relating to Common Areas and Common Facilities shall be borne by the actual users of such area. However, it is the primary responsibility of Allottee/s to pay charges related to the same.

p. No apartment owner including the Allottee/s shall be exempted from liability for contribution towards expenses arising in relation to Common Areas and Common Facilities by waiver of the use or enjoyment of such Common Areas and Common Facilities or by abandonment of the Apartment and/or other facilities in the Project.

q. The Allottee/s shall not do anything against the rules, regulation or the bye-laws of the concerned Municipal Authority or any other statutory authority and in the event the Allottee/s commit any breach or any offences, the Allottee/s shall be solely responsible for the same and none of the other owner of the apartments in the Project shall be responsible and the Allottee/s shall, if called upon indemnify any other owners who may suffer due to any act of omission or commission done by the Allottee/s herein.

r. The lobbies, entrances and stairways of the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Apartment.

s. No Allottee/s shall make or permit any making of loud and disturbing noises in the their Apartment or un Common Areas, or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other owners/allottee. No Allottee shall use loudspeaker in the Apartment, if it shall disturb the peace or annoy other occupants of the Project.

t. No article shall be allowed to be placed in the staircase landings or fire towers or fire refuge area in any part of the Project, nor shall anything be hung or shaken from the floor, windows, terraces or balconies or place upon the window grills of the said Building. No fences or partitions shall be placed or affixed to any terrace without the prior approval of the Promoter/ Association of Allottees.

u. No shades awnings, window guards, ventilators or air conditioning devices shall be used in or outer side of the said Building except as has been approved by the Promoter/Association of Allottees.

v. No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the Project except such, as shall have been approved by the Promoter/Association of allottees, nor shall anything be Projected out of any window of the Project without similar approval.

w. After the handover of the Schedule A Property to the Association of allottees, it shall be the responsibility and obligation of the Association of Allottees, and *inter alia* the allottees including the Allottee herein to apply for, pay for and maintain and keep valid all permissions, no objection certificates (including Fire NOC) with respect to the Building and/or licenses and management contracts entered into by the Promoter with various vendors and/or service providers with respect to the Common Facilities within the Building.

x. Water-closets and other water apparatus in the Project shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of the water-closets or apparatus shall be paid for by the Allottee in whose apartment it shall have been caused.

y. No bird or animal shall be kept or harboured in the Common Areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common areas of the Project unless accompanied.

z. No television aerial shall be attached to or hung from the exterior of the Apartment.

[*The rest of the page has been intentionally left blank*]

<table>
<tr><td colspan="2">PROMOTER</td></tr>
<tr><td colspan="2">For KALYANI TECHPARK PRIVATE LIMITED

____
Name:
Designation:</td></tr>
<tr><td colspan="2">ALLOTEE(S)</td></tr>
<tr><td>____________________________
Name:</td><td>____________________________
Name:</td></tr>
<tr><td colspan="2">WITNESSES</td></tr>
<tr><td>________________________
Name:
Designation:</td><td>________________________
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