

AGREEMENT TO SELL

This Agreement to Sell is made and executed on this the _____ day of _____ month, Two Thousand and Twenty Two at Bengaluru

BY AND BETWEEN

1) Sri. K. BHASKAR, aged about 57 years, S/o. B. Krishna Reddy, residing at Sri Madhura, No. 402, 17th Main, 15th Cross, Sector - 4, HSR Layout, Bengaluru -560102, Represented by their GPA Holder M/s. ARATT city Towers LLP., A Limited Liability Partnership, Incorporated under the LLP Act , 2008, having its office at No.106/A, 4th 'C' Cross, 5th Block, Koramangala Industrial Layout, Behind Raheja Arcade, Koramangala,Bangalore - 560 095, Represented by its Designated Partner, Mr. Vishal Vincent Tony hereinafter referred to as "**VENDOR**", wherever the context used, shall mean and include his heirs, legal representatives, successors, trustees, administrators, power of attorney holders if any, assigns or any one claiming through or under them etc., **OF THE FIRST PART.**

AND

2) M/s ARATT CITY TOWERS LLP, a Limited Liability Partnership incorporated under Limited Liability Partnership Act, 2008, having its registered office at No. 106/A, 4th C Cross, Behind Raheja Arcade, Industrial Layout, Koramangala 5th Block, Bengaluru - 560095, represented by its Partner **Mr. Vishal Vincent Tony**, aged about 31 years, S/o Mr. Tony Vincent, duly authorised in this behalf, hereinafter, for the sake of brevity, referred to as "**DEVELOPER/ PROMOTER**", wherever the context used shall mean and include its representatives, successors in interest and assigns,**OF THE SECOND PART.**

AND

3) MR/MRS/MS _____, aged about _____ years, son/wife/daughter of Mr. _____, residing at _____, hereinafter referred to as the **"PURCHASER/ALLOTTEE"**, which term wherever the context permits shall mean and include his/her/their heirs, successors, assigns, executors, administrators and legal representatives (PAN _____) **OF THE THIRD PART.** The **VENDOR, DEVELOPER** and the **PURCHASER** hereinafter being individually referred to as **"Party"** and collectively as **"Parties"** wherever required in this Agreement.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS: -

I. DEFINITIONS: -

Unless the contrary intention appears and/or the context otherwise requires, in addition to the terms defined elsewhere including but not limited to the Schedules/Annexures to this Agreement, the definitions listed below shall apply throughout this Agreement: -

1. **"Absolute Completion"** with regard to the "Project" shall mean the date on which the "Occupancy Certificate" is issued by the competent authority or such other certificate by whatever name called, issued by the competent authority permitting occupation of the residential building/s in the "Project", as provided under local laws, which has provision for civic infrastructure such as water, sanitation and electricity and "Practical Completion" of "Project" as defined elsewhere in this Agreement.
2. **"Additional Charges"** shall mean and include the following in relation to the sale / conveyance / lease / license of the entire "Saleable Area" at the "Project" calculated net of taxes as may be fixed / charged by the Developer -

- a) Preferential location charges,
- b) Preferential Floor Rise Charges,
- c) Power, water and sanitary charges,
- d) Interest on delayed payments/penalty or penal charges levied on and received from the PURCHASER
- e) Charges collected for allotment/allocation of car parking space;
- f) Cheque bounce charges to be collected from PURCHASER, if any,
- g) Holding charges collected from PURCHASER,
- h) Any other amounts received from the prospective PURCHASER, interest income received from the "Project", advertisement fee and any other amounts to be received from the PURCHASER of whatsoever nature except for the Pass-Through Charges.
- i) Other Charges if any

3. **"Affiliate"** shall mean a company or entity that directly or indirectly Controls, or is Controlled by, or is under common control with the relevant Party, /as the case may be and in the case of any individual shall mean and include any person who falls under the definition of "relative" as per the provisions of Section 2(77) of the Companies Act 2013 read with Rule 4 of the Companies (Specification of Definition Details) Rules 2014.

4. **"Agreement"** shall mean this Agreement to Sell including /all Schedules and Annexures attached hereto or incorporated herein by reference, as may

be amended by the parties from time to time in writing.

5. **"Applicable Laws"** shall mean all applicable laws, bye-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/ or of any other statutory authority in India, whether in existence on the Effective Date or thereafter;
6. **"Approvals"** shall mean and refer to all such permissions, permits, sanctions, exemptions, licenses, no/ objection certificates from relevant authorities and approvals as may be required for the "Project" including but not limited to "Project" Approvals, plan sanction from the Bengaluru Development Authority (**BDA**), fire scheme approval from the Fire Department, clearances from Airport Authority of India (**AAI**), Karnataka State Pollution Control Board ("**KSPCB**"), Bangalore Electricity Supply Company ("**BESCOM**"), Bangalore Water Supply and Sewerage Board ("**BWSSB**") or the appropriate local authority as the case may be, environmental clearance (if applicable) from the Ministry of Environment and Forests, or any other approvals as may be required from any governmental authority or from any other person, as the case may be, for the construction and development of the Project and shall include all approvals as may be required under law for the construction, development, operation, management, leasing, completion, disposal or transfer to the Purchaser/s, which approval shall be obtained by the Developer.
7. **"Club House Charges"** shall mean and include the amounts collected towards membership subscription

and usage charges for the amenities and facilities provided by the Developer and the sinking fund if any specifically collected as such.

8. **"Apartment Owners/Owners"** shall mean any owner or owners of Apartments in the Project;
9. **"Architect/s"** shall mean the individual, group of persons, firm, LLP or company appointed by the Developer for planning, designing and carrying out supervisory activities in respect of the "Project".
10. **"Association of Allottees/Owners"** shall mean the association to be formed by the Developer for the PURCHASERS of residential apartments in the "Project" under the local law in force as mandated under RERA, acting as a group to serve the cause of its members and shall include the authorized representatives of the allottee/s.
11. **"Association or Association of Apartment Owners or Owners Association"** shall all mean the same referred in Para 11 above, being the Association of Apartment Owners to be formed by the Vendor and Developer, in respect of the Project as per the provisions of the Karnataka Apartment Ownership Act, 1972, in the form of a Company or Trust or Society or Cooperative Society in the form of any other entity; if required.
12. **"Association Agreement"** shall mean the Maintenance Agreement between the Association of Allottees/Owners and the service provider for maintenance of the Common Areas, Amenities and Facilities in the Schedule 'A' Property;
13. **"Balance Sale Consideration"** shall mean any part of the sale consideration which has not been paid and is required to be paid under this Agreement in terms of the instalments set out in terms of

Annexure-1 hereto, each of which individually and collectively also referred to as Balance Sale Consideration.

14. **"Carpet Area"** means the net usable floor area of a residential apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony area and exclusive open terrace area, but includes the area covered by the internal partition walls of the residential apartments.
15. **"Commencement Certificate"** shall mean the commencement certificate or the building permit or the construction permit, by whatever name called issued by the competent authority to allow or permit the Developer to begin construction on the Schedule Properties, as per the sanction plan.
16. **"Commencement Date"** shall mean the date on which the Developer commences the construction of the "Project" on the Schedule Property post receipt of all the requisite Approvals from the concerned Statutory Authorities and Government Agencies.
17. **"Common Areas"** shall mean and include areas demarcated and declared as the common areas of the Project. The Common Areas in the Project are subject to such reasonable, non-discriminatory rules and regulations as are prescribed by the Vendor/Developer or Owners Association to be followed by all the owners/occupiers of the apartments in the Project;
18. **"Common Expenses"** shall mean and include all expenses for maintenance, management, upkeep and administration of the common areas, facilities and amenities and for rendition of common services in common to the intending **PURCHASER** and

all other expenses for the common purpose including those to be contributed, borne, paid and shared by the intending **PURCHASER** of the **"Project"** payable to Developer till the formation of the **"Association of Allottees/Owners"** and thereafter to the **"Association of Allottees/Owners"** post its formation. Provided, however the charges payable on account of Generator, Electricity etc. consumed by or within any residential apartment shall be separately paid to the concerned statutory authority or reimbursed to the Developer or the **"Association of Allottees/Owners"** as the case may be.

19. **"Completion Period"** shall mean a period of 48 months from the date of issue of Commencement Certificate (inclusive of 6(six) months grace period) or such extended time as provided in Clauses herein, before which the Vendor and Developer would have applied for and secured the Occupancy Certificate for the Project.
20. **"Completion Certificate"** shall mean the Completion Certificate as defined under Section 2(q) of The Real Estate (Regulation and Development) Act, 2016 by the Competent Authority certifying that the **"Project"** has been developed according to the sanctioned plan, layout plan and specifications, as approved by the competent authority under the local laws;
21. **"Customisation Cost/s"** shall mean the cost of work executed by the Developer either in addition or in modification of what is specified in Annexure-II to this Agreement and the cost of optional upgrades provided by the Developer at the request of the Purchasers.
22. **"Dedicated RERA Account"** shall mean the bank account exclusively opened for the purpose of the

Project in accordance with the Karnataka RERA Bank Account Direction 2019, into which the amounts received from the prospective purchasers shall be deposited from time to time so as to cover the cost of construction and development of the Project, which amounts deposited shall be withdrawn by the Developer and the Land Owners in accordance with the provisions of RERA and the KRERA.

23. **"Dedicated Owner Account"** shall mean the bank account exclusively opened for the purpose of the Project by the First Party Vendor, into which the amounts deposited into the Dedicated RERA Account shall be transferred from time to time as permitted under RERA.
24. **"Dedicated Developer Account"** shall mean the bank account exclusively opened for the purpose of the Project by the Second Party Developer, into which the amounts deposited into the Dedicated RERA Account shall be transferred from time to time as permitted under RERA.
25. **"Deed of Declaration"** shall mean the Deed of Declaration to be executed by the Vendor and Developer to submit the Project, the Common Areas, the Common Amenities and Facilities of the Project under the provisions of the Karnataka Apartment Ownership Act, 1972; if required.
26. **"Defect Liability Period"** shall mean a period of five (5) years from the date of obtaining the occupancy certificate from the concerned authority.
27. **"Development Agreement"** shall mean the Agreement entered into between the Vendor and the Developer dated 18/01/2018 which has been duly registered

as Document No. ANK/1/05736/2017-18 in Book I and stored in CD No.ANKD432 with the Sub Registrar of Assurances, Anekal.

28. **"Development Rights"** shall refer to the entire development rights in respect of the Schedule Properties conferred on the Developer under the "Development Agreement".
29. **"Encumbrances"** shall mean any disputes, litigation, easement rights, attachment in the decree of any court, attachment (of the Income Tax Department or any other departments of any Governmental Authority or of any other person or entity), acquisition, requisition, or any kind of attachment, impediment, restriction of use, lien, court injunction, will, trust, exchange, lease, legal flaws, claims, partition, unauthorized occupancy, power of attorney, memorandum of understanding, development agreement, joint venture agreement or agreement of any nature whatsoever or any other legal impediment, mortgage, pledge, equitable interest, assignment by way of security, conditional sales contract, hypothecation, right of other persons, claim, security interest, encumbrance, title defect, title retention agreement, voting trust agreement, interest, option, lien, charge, commitment, restriction or limitation of any nature, default or notice / claim by any Government Authority, regulation or guidelines, default or claim / notice of any default of terms / conditions / provisions of the Licenses or Approvals, whatsoever, including restriction on use, voting rights, transfer, receipt of income or exercise of any other attribute of Ownership, right of set-off, any arrangement (for the purpose of, or which has the effect of granting security), or any other security interest of any kind whatsoever, or any agreement, whether

conditional or otherwise, to create any of the same;

30. **"Exclusive Balcony/Verandah area"** means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of a residential apartment, meant for the exclusive use of the Allottee.
31. **"Exclusive Open Terrace Area"** means the area of open terrace which is appurtenant to the net usable floor area of a residential apartment, meant for the exclusive use of the Allottee.
32. **"FSI / FAR"** shall mean the Floor Space Index/ Floor Area Ratio Index as sanctioned by the BDA under the BDA building bye-laws, rules and regulations in force as on date for the "Project" excluding TDR and/or Premium FSI/FAR, that may be permitted to be loaded in addition to the permissible utilized in the "Project" which shall be subject to the maximum of FSI / FAR allowed by the BDA.
33. **"Force Majeure"** shall mean any event or circumstance or a combination of events and circumstances which are outside the reasonable control of any Party and includes a case of act of God, pandemic, war, flood, drought, fire, cyclone, earthquake, lockouts, strikes, lockdowns (total and partial), suspension of issuance of Approvals by Government Authorities for a certain time period, Model Code of Conduct, any change in Applicable Laws, or any restrictive orders passed by Courts of Law or Government Authorities, change in government policies, delay in supply of materials and non-availability of materials required for construction, encountering uplift pressure of water during the course of construction etc.;

34. **"Garage/Covered Car Park"** shall mean a place within three sides and reserved for parking of motor vehicles but shall not include an unenclosed or uncovered parking space such as open parking areas of the "Project" not having a roof and walls on, etc.
35. **"Government Authority"** shall mean any government authority, statutory authority, government department, agency, commission, board, tribunal or court or any other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof, including any municipal/ local authority having jurisdiction over any matter pertaining to the construction and development of the **"Project"**;
36. **"General Power of Attorney"** shall mean the General Power of Attorney i) dated 18/01/2018 executed by the Vendor in favour of the Developer herein which has been registered as Document No. ANK/4/00360/2017-18 in BOOK-4, and stored in CD.No. ANKD432 with the Sub Registrar of Assurances, Anekal for authorising the Developers to do all acts, deeds and things relating to and for the purpose of the development of the Project.
37. **"Interest"** shall mean the rate of interest payable by the Owner or the Purchasers, as the case may be, in terms of this Agreement which is to be calculated at the rate of 2% (two percent) over and above the highest State Bank of India marginal cost lending rate or at such rate as may be prescribed from time to time under RERA and KRERA.

38. **"Launch"** shall mean the date when the Developer commences the offer to sell/transfer the first of "Saleable Area" to the PURCHASERS unless otherwise mutually agreed by the Parties;
39. **"Litigation"** includes any / all suits, civil and criminal actions, arbitration proceedings, and all legal proceedings (including any investigation, claim, complaint, grievance, appeals, notices and applications for review), which are pending or may arise in respect of the title of the Schedule A Property and/or the possession of the Vendor to the Schedule A Property which materially affects the "Project".
40. **"Marketing"** (with all its derivatives and grammatical variations) shall mean and include the strategy adopted by the Developer for (a) sale / lease / transfer of the "Saleable Area" in the "Project", (b) fixation of price, and (c) the allotment, sale / lease / transfer or any other method of disposal, transfer or alienation of the "Saleable Area" and the receipt and acceptance by the Vendor or the Developer as the case may be of the payments in respect thereof and the execution and registration of all agreements and other deeds, documents and writings relating thereto;
41. **"Occupancy Certificate"** shall mean the Occupancy Certificate as defined under Section 2(zf) of The Real Estate (Regulation and Development) Act, 2016 or such other certificate by whatever name called, issued by the competent authority permitting occupation of the commercial/residential building in the "Project" as provided under the Local Laws.
42. **"Open Car Parking Area"** shall mean the uncovered/unenclosed car parking areas not

provided for in the "Garage" but in the "Restricted Common Area" and allotted to PURCHASER Allottee/s in the "Project".

43. **"Other Charges"** shall refer to the expenses incurred for the formation of the "Association of Allottees/Owners", legal expenses and charges and all such other similar charges and costs that may be chargeable to the PURCHASER of "Saleable Area" by the Developer and such other charges which can be retained by the Developer and shall not form a part of the Pass-Through Charges;
44. **"Party"** unless repugnant to the context, shall mean a signatory to this Agreement, and "Parties", unless repugnant to the context, shall mean a collective reference to all the signatories to this Agreement;
45. **"Payment Plan"** shall mean the payments of instalments payable by Purchaser under Annexures-1 and 2 hereto, each of which individually also being Payment Plan and collectively also referred to as Payment Plan;
46. **"Pass Through Charges"** shall refer to all statutory charges, fees and expenses, such as external development charges, infrastructure development charges, external electrification charges, firefighting charges, payments / contributions received from the customers towards electricity, water, sewage, advance maintenance charges, GST and any future taxes levied by any Governmental Authority, stamp duty, registration charges, and all such other similar statutory charges, fees and costs which would be collected / recovered from the Purchasers in relation to the "Saleable Area" as a contribution from the Purchasers and for the onward transfer / deposit to the concerned Government Authority or

"Association of Allottees/Owners" in the "Project".

47. **"Phase"** shall mean the phases of development of the "Project" as envisaged by the Vendor and the Developer and as registered as a separate phase under RERA.
48. **"Plan Sanction"** shall mean the plan approved by the BDA Vide LP.No.AA-3/TAS-2/PU/07/2022-23 dated 23-06-2022 for the development of the Project on the SCHEDULE A Property.
49. **"Practical Completion"** in respect of the "Project", shall mean the completion of development and construction in all respects which renders the residential apartments in the "Project" fit for human inhabitation / occupation and also for the issue of a completion certificate as defined under Section 2(q) of The Real Estate (Regulation and Development) Act, 2016 by the Competent Authority certifying that the "Project" has been developed according to the sanctioned master plan and building plans as approved by the competent authority.
50. **"Pre-Development Costs"** shall mean the aggregate of all costs charges and expenses including all fees payable to Architects, Engineers and other Agents, sanction fee, legal expenses and all amounts incurred by the Developer prior to the Commencement Date.
51. **"Professional Team"** shall mean the Architects, Structural Engineers, Mechanical and/or Electrical Engineers, Surveyors and/or such other professionals engaged and/or contracted by the Developer from time to time.

52. **"Project"** shall mean the development of the "Schedule A Property" by the construction and development of a residential complex thereon in phases comprising of residential apartments of different dimensions contained in one or more blocks of residential apartments as per the specifications of construction to be mutually agreed to between the parties with common amenities, facilities and infrastructure attached thereto including provision for car parking space/s, compound walls, gates, internal and external services relating to electricity, water, drainage, roads, walkways, amenities, facilities, staircases, passages, sewer lines, pipes, ducts and sanitation.
53. **"Project Approvals"** shall mean all the necessary approvals, consents and/or sanctions as may be necessary and/or required for the purpose of the "Project" to be obtained/obtained from the various Statutory Authorities and Government Agencies including the Plan sanction for the project as referred above.
54. **"Project Name"** shall mean the name of the "Project" which has been mutually agreed as **"Alchemy Elixir"** between the Vendor and the Developer.
55. **"Project Costs"** shall mean the total cost for undertaking development, construction, marketing and transfer of the Project as detailed in the Development Agreement.
56. **"Project Vendor"** shall mean contractors, architects, consultants, legal service providers & suppliers of labour and material, etc. for undertaking development of the "Project".

57. **"Promoters"** shall mean and include the Promoters as defined under Section 2(zk) of RERA and in the case of this "Project", and shall be the Developer herein for all construction and related activities including the duties and obligations to be performed under RERA and the Vendor herein for all matters connected with the title to the SCHEDULE B Property under RERA.
58. **"Purchaser"** shall mean the Allottee/s of residential apartments in the "Project" and shall include any prospective purchaser, transferees, including a purchaser in default, assignors, applicants, whether an individual, corporate or otherwise, for any residential apartments forming or a part of the "Project" but shall not include any occupant who is a lessee/licensee/tenant of an apartment;
59. **"RERA"** means the Real Estate (Regulation and Development) Act, 2016 (Central Act of 2016) and includes the Karnataka Real Estate (Regulation and Development) Rules, 2017 where the context so requires;
60. **"Restricted Common Areas"** shall mean the areas forming a part of "Common Areas", which are used for installation of transformers, water storage systems, rain water harvesting systems, water pump sets, motor sets, gen sets and other amenities of similar nature, "unenclosed car parking area" over which the Purchaser in the "Project" will have access subject to the rules and regulations framed by the Developer and/or the "Association of Allottee/s" from time to time.
61. **"Schedule A Property"** shall mean the land on which the Project is being developed more fully described in the Schedule "A" hereto;

62. **"Schedule B Property"** is the undivided share of the land described in Schedule "A" corresponding to the Schedule "C" Apartment more fully set out in the Schedule "B" hereto;
63. **"Schedule C Residential Apartment"** shall mean the Residential Apartment No. _____ in the _____ floor of the "Project" known as **"Alchemy Elixir"** to be developed on the Schedule B Property of a carpet area of _____ sq.ft. which is more particularly described in the Schedule C of this Agreement.
64. **"Services"** shall mean the supply to and installation on the Project of electricity, water, telecommunications, drainage and other services.
65. **"Specifications"** shall mean the specification with which the "Project" shall be constructed, erected and completed as may be recommended by the Architect for the "Project" as set out in detail in the Annexure - 3 to this Agreement. However, such specifications may be varied and / or be modified from time to time as may be mutually agreed upon by the parties.
66. **"Super Built-Up Area"** of any Apartment shall mean the aggregate of (i) the Carpet Area of an Apartment and (ii) thickness of the external walls (iii) balconies and terraces which are reserved for the exclusive use of the PURCHASER and a proportionate share of the Common Areas and such of the "Common Areas" used for housing the Common Amenities and Facilities in the "Project".
67. **"Supplementary and Allocation Agreement"** shall mean the Supplementary and Allocation Agreement dated 12/08/2022 entered into and executed

between the Vendor and the Developer, which shall be read together with the Development Agreement.

68. **"TDR"** shall mean Transferable Development Rights that may accrue to the Schedule Properties on account of road widening or that may be purchased and loaded on to the "Project" to the extent permissible resulting in the construction of additional built-up area.

69. **"Title Risk"** shall mean (i) any breach of and/or any deficiency in adherence or performance to be made by the Vendor and/or any person acting under / through or on behalf of the Vendor of its obligations with respect to the Schedule A Property or its title thereof, and/or (ii) any defect / claims / dispute / Encumbrances over the title of the Schedule Properties including third party claims during the course of the "Project", including in respect of possession and/or (iii) revocation, cancellation, modification or any other challenge/impediment to the GPA and its subsistence for any reasons other than an act of omission or commission attributable to the Developer.

II. INTERPRETATIONS: -

In this Agreement, unless the contrary intention appears:

1. Any reference to any statute or statutory provision shall include:

- i. all subordinate legislation made from time to time under that statute or statutory provision

(whether or not amended, modified, re-enacted or consolidated);

ii. such provision as from time to time amended, modified, re-enacted or consolidated (whether before or after the date of this Deed) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;

2. Any reference to the singular shall include the plural and vice-versa;

3. Any references to the masculine, the feminine and the neuter shall include the other genders;

4. Any references to a "company" shall include a reference to a body corporate;

5. Any reference herein to any Clause or Schedule or Annexure is to such Clause of or Schedule to or Annexure to this Agreement. The Schedules and Annexures to this Agreement shall form an integral part of this Agreement.

6. References to this agreement shall be construed as references to this agreement as amended, varied, novated, supplemented or replaced from time to time;

7. The expression "this Clause" shall, unless followed by reference to a specific provision, be deemed to refer to the entire section (not merely the sub

section, paragraph or other provision) in which the expression occurs;

8. Each of the representations and warranties provided in this Agreement is independent of other representations and warranties and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause or any part thereof;
9. All obligations, representations and warranties of Vendor as contained in this Agreement shall be enforced on joint and several basis;
10. Any reference to books, files, records or other information or any of them means books, files, records or other information or any of them in any form or in whatever medium held including paper, electronically stored data, magnetic media, film and microfilm;
11. Headings to Clauses, parts and paragraphs of Schedules and Schedules are for convenience only and do not affect the interpretation of this Deed;
12. "In writing" includes any communication made by letter, fax or e-mail;
13. The words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
14. References to a person (or to a word importing a person) shall be construed so as to include:
 - a. individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, /association, organization,

any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal personality);

b. references to a person's representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives;

15. Where a wider construction is possible, the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words;

16. All the recitals to this Agreement shall form an integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part and to be interpreted, construed and read accordingly.

17. Contents of the Annexures referred in the various clauses of this Agreement shall bear the same clause numbering of the clause in which relevant Annexure is referred.

III. FLOW OF TITLE: -

i. The First Party Vendor has represented that the First party is the absolute owner in lawful possession and enjoyment of Lands namely i) Land bearing New Survey No. 67/3 (Old No. 67/1) measuring 2 Acres 2 Guntas including 1 Gunta of Kharab and ii) Land bearing New Survey No.

67/4 (Old No. 67/2) measuring 2 Acres both situated adjacent to each other in Margondanahalli Village, Jigani Hobli, Anekal Taluk Bangalore Rural District, Bangalore, having acquired the title over the same through two separate sale deed viz.,

a) Through the Sale Deed dated 30.10.1995 registered as Document No. 4908/1995-96 of Book I Volume No. 2033 at Pages 241-245 in the office of Sub Registrar, Anekal, Land bearing Sy No. 67/1 measuring 2 Acres 24 Guntas was acquired from Muniswamappa and others

b) Through the Sale Deed dated 14.12.1995 registered as Document No. 6439/1996-97 of Book I Volume No. 2071 at Pages 74-75 in the office of Sub Registrar, Anekal, Land bearing Sy No. 67/2 measuring 2 Acres was acquired from one M R Venkatesh.

ii. It is further represented by the First Party Vendor that pursuant to acquiring Land bearing No. 67/1, the First Party has sold an extent of 22 Guntas to one Vaginath Aparna and there upon has retained the remaining portion measuring 2 Acre 2 Guntas including 1 Gunta of Kharab in the Land bearing Sy No. 67/1. It is also represented that revenue authorities upon re-survey of the lands in the entire locality has reassigned new survey numbers namely i) Sy No. 67/1 has been reassigned with new number as Sy No. 67/3 and ii) Sy No. 67/2 has been reassigned with new number as Sy No. 67/4.

iii. The details of the lands and its extent presently owned and possessed by the First Party

Vendor are described at greater length in Item No. 1 and 2 of the Schedule hereunder and hereinafter, for the sake of brevity, collectively referred to as **"Schedule A Property"**.

- iv. The First Party Vendor has further represented that all the revenue records pertaining to the Schedule "A "Property stands in the name of the First Party Vendor and that his title to the said Schedule Property is good and marketable and that the Schedule A Property is free from all encumbrances, charges, lispendens etc. It is also represented by the First Party Vendor that he is in uninterrupted possession and peaceful enjoyment of the Schedule A Property having an unimpeachable and unassailable title, paying the property taxes inter-alia exercising all acts of dominion and ownership in and over the same without any claim, objection or hindrance from any one whomsoever.
- v. The Vendor and the Developer have entered into a Development Agreement dated 18/01/2018, registered as Document No.ANK/1/05736/2017-18, Book I, stored in C.D. No. ANKD432, in the office of the Sub Registrar, Anekal (hereinafter referred to as 'Development Agreement') and the Vendor has executed a General Power of Attorney dated 18/01/2018, registered as Document No.ANK/4/00360/2017-18, Book 4, stored in C.D. No.ANKD432, in the office of the Sub Registrar, Anekal and (hereinafter referred to as 'General Power of Attorney').

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vi. Pursuant to the execution of the Development Agreement, the Developer, at its cost, has obtained all approvals including sanction of building construction plan and license from the Bangalore Development Authority for the construction of a multi-storied residential apartment building on the 'Schedule A Property', comprising of One basement floors + ground floor + 12 upper floors + Terrace Floor in Block-I and One basement floors + ground floor + 17 upper floors + Terrace Floor in Block-II (with an option to increase the number of floors up to ____ floors after obtaining the requisite approvals) and a terrace floor ('Residential Building') and has at present obtained the building plan sanction bearing LP No. BDA Vide LP.No.AA-3/TAS-2/PU/07/2022-23 dated 23-06-2022 The Vendor and the Developer have named the Residential Building on the 'Schedule A Property' as **"Alchemy Elexir"**;

vii. The Vendor and the Developer have under the Development Agreement, agreed to share the Residential Building and the undivided interest in the land comprised in the 'Schedule A Property', upon completion of the Project. In this regard, the Vendor and the Developer have entered into a Supplementary and Allocation Agreement dated 11/08/2022 ('Supplementary and Allocation Agreement') in terms of which the Vendor and the Developers have identified the built-up area in the Residential Building being constructed on the 'Schedule A Property' falling to their respective shares;

viii. In terms of the Development Agreement, General Power of Attorney and the Supplementary and Allocation Agreement referred above, the Vendor and the Developer are entitled to dispose-off

their respective shares of built-up areas, car parking areas and other benefits together with corresponding undivided interest in the land comprised in the 'Schedule A Property';

- ix. The Developer has been developing the Residential Building along with the Common Areas and the Common Amenities and Facilities on the 'Schedule A Property' (**'Project'**).
- x. The Developer has formulated a scheme of ownership with respect to the sale of the units comprised in the Residential Building. In terms of the Scheme: (i) any person interested in acquiring a residential unit is required to purchase the undivided interest in the land comprised in the 'Schedule A Property' corresponding to the Super Built Up Area (defined above) of the apartment agreed to be constructed for the purchaser/s in the Project (which is corresponding to the Super Built Up Area of such Apartment taking into consideration the total Super Built Up Area achieved on the land extent comprised in the 'Schedule A Property' including utilisation of transferable development rights 'TDR') and engage the Developer to construct the residential unit on behalf of such person; and (ii) upon completion of construction of the residential unit in terms of this Agreement, the Developer/Vendor (as applicable) will convey to such purchaser/s the aforesaid residential unit together with the proportionate undivided interest in the land comprised in the 'Schedule A Property' ('Scheme');

IV. AGREEMENT TO SELL AND CONSTRUCT: -

That in pursuance of the aforesaid agreement and in consideration of the Purchaser/s agreeing to participate in the scheme of development conceptualized by the Developers and paying the consideration stipulated for sale of Schedule 'B' Property and the cost of construction of Schedule 'C' Apartment and all applicable taxes, charges, etc., agreed to be paid in terms of this agreement and subject to the Purchaser/s complying with all the terms herein, the Vendor and Developer hereby agree to sell and the Purchaser/s hereby agree to purchase the Property described in Schedule 'B' herein consisting of an undivided share, right, title, interest and ownership in the land in Schedule 'A' Property and further the Vendor and Developer hereby agree to construct for the Purchaser/s the apartment in Schedule 'C' Property in terms of the scheme envisaged as above.

V. CLEARANCES AND SANCTIONS: -

The DEVELOPER confirms and affirms that it has obtained all the relevant sanctions, permissions, licenses, clearances and NOCs from the various Government Departments, Statutory Bodies and agencies with respect to the "Project".

VI. REGISTRATION UNDER RERA AND CONSEQUENTIAL RIGHTS: -

The DEVELOPER has, as on date, obtained the registration of the "Project" from the Real Estate Regulatory Authority constituted by the State Government under RERA and is therefore legally entitled to advertise, market, sell or offer for sale

either by themselves or Real Estate Agents registered under RERA, or invite persons to purchase a residential apartment in the "Project" and in this regard, issue letters of allotment and enter into agreements for sale in respect of the saleable area in the "Project" with prospective PURCHASER. The Registration No. allotted by the Real Estate Regulatory Authority for the "Project" is _____ dated ____.

VII. MODE OF PAYMENT AND COMPLIANCE OF LAWS RELATING TO REMITTANCE: -

- i. Subject to the terms of this Agreement and the Developer abiding by the Construction Milestones, the Purchasers shall make all payments, on written demand by the Vendor/Developer, within the stipulated time as mentioned in the Payment Plan (Annexure-I) through A/c Payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favour of 'M/s Aratt City Towers LLP' (Dedicated RERA Account'), payable at Bangalore.
- ii. In case the Purchasers are residents outside India, the Purchasers shall comply with the necessary formalities as laid down under the Foreign Exchange Management Act, 1999, the Reserve Bank of India Act, 1934 and the Rules and Regulations made there under 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 Vendor/Developer with such permission and approvals which would enable the Vendor/Developer to fulfil 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 the 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 Purchasers understand and agree that in the event of any failure on their part to comply with the applicable guidelines issued by the Reserve Bank of India, they may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Vendor/Developer do not accept any responsibility, and the Purchasers shall keep the Vendor/Developer fully indemnified and harmless in this regard.

- iii. In case of any change in the residential status of the Purchasers subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchasers to intimate the same in writing to the Vendor/Developer immediately and comply with necessary formalities, if any, under the Applicable Laws.
- iv. The Vendor/Developer shall not be responsible towards any third-party making payment/remittances on behalf of the Purchasers and such

third party shall not have any right in the application/ allotment/ conveyance of the Apartment applied for herein in any way and the Vendor/Developer shall be issuing the payment receipts in favour of the Purchasers only.

v. The Purchasers are fully aware that there are other purchasers who would be joining the Scheme and would rely upon the assurance given by the Purchasers herein for the payment of the instalments set out under the Payment Plan within time and without any delay or default.

vi. The Purchasers understand that the amounts deposited in the Dedicated RERA Account shall be withdrawn to the extent permitted under RERA, by the First Party Vendor and/or the Second Party Developer as the case may be from time to time and wherever required upon the certification as provided under the said Act.

vii. Tax Deduction at Source ('TDS') on the Total Sale Consideration at the prevailing rate shall be paid by the Purchasers as per the provision of Section 194IA of the Income Tax Act, 1961. The Purchasers shall issue a certificate of deduction of tax in Form 16B to the Vendor/Developer as required under law.

VIII. DELAY AND DEFAULT IN PAYMENT OF INSTALLMENTS UNDER THE PAYMENT PLAN AND BREACH BY THE PURCHASERS: -

- i. In the event of there being any delay by the Purchasers in payment of any sum under the Payment Plan, on the due dates, for whatsoever reasons, the Purchasers shall be liable to pay Interest to the Vendor/Developer on such delayed payments, from the due date till payment of such amount.
- ii. Notwithstanding anything stated in Clause (i) above, if the Purchasers fail to make payment of any instalment/s due within One (In words) months of becoming due along with Interest for delayed period, after having received notice from the Vendor/Developer, the Vendor/Developer will be entitled to terminate this Agreement.
- iii. In the event of breach by the Purchasers of any of the terms of this Agreement (including non-payment of the amounts due under this Agreement as set out under Clause ii above), and such breach not being cured, within a period of 30 (thirty) days of being notified of such breach, the Vendor/Developer shall be entitled to terminate this Agreement at any time by issuance of a notice of termination to the Purchasers and on such termination the Vendor/Developer shall be entitled to the rights as provided in Clause iv below.
- iv. In case of termination of this Agreement in terms of Clauses (ii) or (iii) above, the Vendor/Developer shall refund the amounts paid towards the Total Sale Consideration to the Purchasers, after forfeiting the 10% of the consideration Amount, Customisation Costs (if applicable) to the extent incurred and the Interest amount (if any) payable by the Purchasers simultaneous with the Purchasers handing over the original of this Agreement. The balance amount to be paid to the Purchasers as

aforesaid, shall be paid (free of Interest) within 120 (One hundred and Twenty) days from the date of termination. On such termination, the Vendor/Developer shall be entitled to deal with the 'Schedule B Property' and the 'Schedule C Property' without any let, claim or hindrance by the Purchasers. It is clarified that amounts paid by the Purchasers towards Statutory Payments and Other Charges to the Vendor/Developer (as applicable) will not be liable to be refunded.

- v. In the event of termination of this Agreement as aforementioned and simultaneous with the refund of the amounts paid by the Purchasers [after appropriating the Booking Amount, Customisation Costs (if applicable) to the extent incurred and the Interest amount (if any) as set under clause iv above] by the Vendor/Developer, the Purchasers undertake to execute such document as required by the Vendor/Developer in order to give effect to the termination of this Agreement and register the said document before the jurisdictional Sub-Registrar. In this regard, the Purchasers have executed a General Power of Attorney (annexed to this Agreement as Annexure-V) thereby authorising the Vendor/Developer to execute such document evidencing termination of the Agreement for Sale (at the discretion of the Vendor/Developer).
- vi. In case the Purchasers have availed loan from any financial institution or a bank ('Loan'), all amounts to be refunded to the Purchasers in terms of Clause iv above shall be paid over to the financial institution or the bank to the extent of payments received from the bank against issuance of 'no claim certificate' in favour of the Vendor/Developer and the Vendor/Developer shall also be entitled to seek return of the original of this Agreement that may have been

deposited by the Purchasers with the bank or any financial institution.

IX. OFFER AND ACCEPTANCE: -

The PURCHASER herein, after scrutinizing and verifying the documents of title in the hands of the VENDOR to the Schedule A Property, other documents, records, clearances and sanctions relating to the "Project", the amenities and facilities offered under brochures, newspapers and other forms of electronic and other communication advertising the "Project" and after fully satisfying himself/herself about the same, has approached the VENDOR or the DEVELOPER to purchase a residential apartment in the "Project" measuring a total carpet area of ____ sq.ft located on the _____ floor in the "Project" and assigned Apartment No.____ which is more /particularly described in the Schedule C hereunder and hereinafter referred to as the "SCHEDULE C RESIDENTIAL APARTMENT" along with the exclusive right to use and enjoy the balcony area of ____ sq. ft., lying appurtenant to the said residential apartment together with exclusive right to use and enjoy ____ number of Car Parking space/s in the basement for a basic sale price and consideration of Rs._____-/- (Rupees _____ only) along with payment of "Additional Charges", "Pass Through Charges" and "Club House Charges" as defined above in this Agreement.

WHEREAS, the VENDOR/the DEVELOPER and the PURCHASER have decided to reduce to writing the terms and conditions agreed to between them for the sale of the

SCHEDULE C RESIDENTIAL APARTMENT in this Agreement as under.

NOW IT IS MUTUALLY AGREED BETWEEN ALL PARTIES AND THIS AGREEMENT WITNESSETH AS UNDER: -

1. The VENDOR along with the DEVELOPER agrees to convey and sell to and in favour of the PURCHASER and/or his/her nominees the SCHEDULE C RESIDENTIAL APARTMENT of a carpet area of _____sq. ft., as one composite immovable property along with the right to own the proportionate undivided share in the Land detailed in SCHEDULE B PROPERTY, right title and interest in the common areas including the land comprised in the SCHEDULE B PROPERTY to be conveyed to the "Association of Allottees/Owners", post its formation in which the PURCHASER shall be a member as mandated by RERA, the exclusive right to use and enjoy the balcony area of _____ sq. ft., lying appurtenant to the said residential apartment and exclusive right to use and enjoy for a basic sale price and consideration of Rs. _____/- (Rupees _____only) and the exclusive right to use and enjoy _____ number of car parking spaces in the "basement" specifically earmarked for the sole use and enjoyment of the PURCHASER along with payment of Additional Charges and Pass Through Charges as defined above in this Agreement which shall be payable by the PURCHASER to the VENDOR/DEVELOPER in the manner prescribed in Annexure - 2, to and in favour of the VENDOR or the DEVELOPER in the manner prescribed in Annexure - 1.
2. It is expressly clarified that the basic sale price and consideration as mentioned above shall include the price of Rs. _____/- (Rupees _____only) for the sale of the proportionate undivided share, right title and interest in the common areas including the land comprised in the Schedule B Property to be conveyed to the

"Association of Allottees/Owners", post its formation in which the PURCHASER shall be a member as mandated by RERA.

3. It is further expressly agreed to between the parties that the sale of the SCHEDULE C RESIDENTIAL APARTMENT shall be subject to the rights of the PURCHASER as recorded in the Schedule D hereunder and the obligations of the PURCHASER as recorded in the Schedule E hereunder.
4. It is also expressly agreed to between the parties that the sale of the SCHEDULE C RESIDENTIAL APARTMENT shall be subject to the representations and warranties of the PURCHASER as recorded in the Schedule F hereunder and the representations and warranties of the VENDOR/DEVELOPER as recorded in the Schedule G hereunder.
5. In addition to the basic sale price and consideration of Rs. _____ (Rupees _____ only), the PURCHASER shall duly pay to the VENDOR/DEVELOPER and the DEVELOPER the "Additional Charges", "Pass Through Charges" and "Other charges" in the manner prescribed in Annexure - 2 and the payment of such charges is a condition precedent for the execution and registration of a Sale Deed irrespective of the SCHEDULE C RESIDENTIAL APARTMENT in favour of the PURCHASER.
6. (a) The PURCHASER has also requested to the DEVELOPER to provisionally allot one/two uncovered and unenclosed car parking space/situated in the open areas of the "Project".

(b) The Developer is also authorized by the PURCHASER to make arrangements for uncovered and unenclosed car parking space/s situated in the open

areas of the "Project" with the other PURCHASER in the "Project".

However, the "Association of Allottees/Owners", will endeavor to ensure that the provisional allotment of uncovered and unenclosed car parking space/s situated in the open areas of the "Project" to the PURCHASER under this Agreement shall be made final and not changed unless for valid reasons after issuing a notice to the PURCHASER in writing and affording an opportunity to the PURCHASER to be heard.

(c) Subject to the above, the Developer has provisionally allotted one/two covered car parking space/s in the basement of the Residential Building/s being constructed on the Schedule A Property to the PURCHASER.

7. The final measurement of the Schedule C Residential Apartment will be that certified by the Architect for the "Project". In case the variation in measurement is more than the permissible limit of $\pm 2\%$, then in that event, the sale price and consideration as agreed to between the parties for the SCHEDULE C RESIDENTIAL APARTMENT will be proportionately increased or reduced as the case may be. In this regard, it is clearly agreed to between the VENDOR, the DEVELOPER and the PURCHASER that the DEVELOPER shall have the right to make modifications to the plan sanctioned as long as it does not affect the entitlement of the PURCHASER under this Agreement. The specifications relating to the construction of the SCHEDULE C RESIDENTIAL APARTMENT agreed to between the parties is recorded in the Annexure - 3 to this agreement. The DEVELOPER shall comply with the maximum extent to the specifications agreed upon and in case of non-availability of any material or item, the DEVELOPER shall be entitled to use near equivalents.

8. It is clearly agreed to between the parties that in case any additional builtup area becomes possible to be constructed before the completion of the "Project" and issue of the "Occupancy Certificate" due to -

- a) any change in bye laws or zonal regulations of the town planning authority or the plan sanctioning authority; or
- b) due to loading of TDR to the extent permissible accruing or arising to the "Project" due to road widening post commencement; or
- c) due to loading of TDR purchased to the extent permissible post commencement of the "Project"; or
- d) due to loading of Premium FAR purchased to the extent permissible post commencement of the "Project",

The Developer will be entitled to construct such additional builtup area in which event, the undivided share of right, title and interest in the land as detailed in Schedule II shall stand altered/modified accordingly. However, the basic sale consideration agreed to be paid by the PURCHASER under this Agreement shall remain unaltered

9. The Purchaser/s shall indemnify and keep the Vendor/Developer, 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 covenants and conditions by the Purchaser/s as mentioned in the Agreement.

10. If the Purchaser/s fail/s to obtain the Loan for any reasons whatsoever, the Vendor/Developer shall not in any way be liable to the Purchaser/s for any loss, damage, cost or expense howsoever arising or incurred and such failure to obtain the loan shall not be a ground for any delay in the payment or for any non-payment on due dates of any amounts set out in this Agreement.
11. The DEVELOPER as the case may be duly agrees and covenants with the PURCHASER that they shall complete the construction of the "Project" on the Schedule Property within 48 months with a further grace period of 6 months from the date of obtaining the Commencement Certificate from the BDA subject to force majeure conditions as defined in this Agreement or the happening of any events or due to the promulgation of new enactments which affect the project and are beyond the control of the DEVELOPER. The DEVELOPER duly agree and confirm that in case there is a delay in completion of construction beyond the period of 54 months from the date of obtaining the commencement certificate (including the 6 months grace period) for reasons not attributable to any of the force majeure events, the PURCHASER will be entitled to a compensation by way of interest on the amount paid by the PURCHASER towards the basic sale consideration till that date per month of delay or part thereof, which rate of interest payable shall be the prevailing State Bank of India highest marginal cost of lending prevailing as on the due date plus 2%. In the event the Allottee intends to withdraw from the Project for delay in completion (for reasons not attributable to any of the force majeure events), the VENDOR/DEVELOPER as the case may be shall refund the amounts received by them from the PURCHASER along with interest at prevailing State Bank of

India highest marginal cost of lending prevailing as on the due date plus 2% (after forfeiting 10% of the total consideration) within a period of 180 days from the date of intimation of the withdrawal by the Purchaser to the Developer.

12. The Developer shall after securing the Occupancy Certificate from the appropriate authority and achieving the practical completion of the project, intimate the Purchaser/s in writing to receive possession of the apartment. The Purchaser/s shall receive possession after payment of all the amounts due and payable by the Purchaser/s under this Agreement and obtain a Sale Deed from the Vendor/Developer in respect of Schedule 'B' and 'C' Properties with the time stipulated herein.
13. The Purchaser/s shall take possession of the Apartment in Schedule 'C' herein after paying in full all the dues including various deposits and pass through charges mentioned in this Agreement and overdue interest, if any, within 45 days from the date of receipt of the notice of completion and Occupation Certificate issued by the plan sanctioning authorities as stated in para 12 above.
14. The Vendor/Developer shall confirm the final Carpet Area allotted to the Purchaser/s after the construction of the building is completed and the Occupancy Certificate is granted by the competent Authority, by furnishing details of the changes, if any, in the Carpet Area. The Total Sale Consideration payable for the carpet area shall be recalculated upon confirmation by the Vendor/Developer. If there is any reduction in the carpet area within the defined limit, then Vendor/Developer shall refund the excess money paid by Purchaser/s within 60 days from the date of recalculation and confirmation of area along

with interest at prevailing Interest rate of State Bank of India prime lending rate plus two percent from the date when such an excess amount was paid by the Purchaser/s. If there is any increase in the Carpet Area allotted to Purchaser/s, the Vendor/Developer shall demand that from the Purchaser/s which shall be paid within fifteen days of demand. All these monetary adjustments shall be made at the same rate per square feet as agreed in this Agreement.

15. The Purchaser/s upon taking possession of the Schedule 'C' Apartment, shall be deemed to have accepted that the Schedule 'C' Apartment as fully completed in all respects as per the Specifications and the Purchaser/s shall not have any claim against the Vendor/Developer for any items of work in the Schedule 'C' Apartment which may be alleged as not having been carried out or completed as per the specifications detailed in Annexure 3.

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

- Minimum electricity and water demand charges;
- Property taxes in respect of the Schedule 'C' Apartment.
- Other outgoings and expenses incurred by the Vendor/Developer for maintenance of the Schedule 'C' Apartment;
- Purchaser's/s' share of common maintenance expenses i.e., proportionate share of wages for the persons appointed by the Vendor/Developer to manage and look after the Common Areas and

facilities such as property manager, security guards, gardeners, plumbers, electricians, generator operators, sweepers etc., expenses incurred by the Vendor/Developer or the agency appointed for maintaining all the Common Areas and facilities including electricity charges, water charges, housekeeping consumables etc.;

17. Temporary Possession for Interior Works: -

If the PURCHASER intends to carry out the interior works in the SCHEDULE C RESIDENTIAL APARTMENT and seeks temporary possession thereof, Vendor/Developer may permit the same, subject to the following conditions and undertakings given by the PURCHASER in respect thereto: -

- a. That the PURCHASER shall pay the total consideration, stamp duty, registration charges and other ancillary charges for registration of Sale Deed before taking the temporary possession and the Vendor/Developer shall be liable to get the sale/conveyance deed registered before the competent authority after obtaining occupation certificate or part thereof of the building in which the SCHEDULE C RESIDENTIAL APARTMENT is situated;
- b. Permission to carry out interior works shall not amount to actual or constructive possession of the SCHEDULE C RESIDENTIAL APARTMENT, or part thereof to the PURCHASER. Notwithstanding the foregoing, in case PURCHASER starts occupying the said Apartment without getting formal offer of possession from the Vendor/Developer in terms of this Agreement, the same shall be treated as illegal occupation

and shall attract a penalty of Rs. 5,000/- per day for wrongful use of the SCHEDULE C RESIDENTIAL APARTMENT from the date of illegal possession by the PURCHASER till remedying the same, and shall also be liable to pay to the Vendor/Developer any fines, charges and/or penalty imposed by the competent authority/Government, without prejudice to all other rights and remedies available to the Vendor/Developer;

- c. That the PURCHASER shall execute an indemnity bond in favour of the Vendor/Developer on such terms as are specified by the Vendor/Developer prior to commencing the interior fit out works, and enter into a Maintenance Agreement on standard format, if not executed, and shall pay the Maintenance Advance (as defined hereunder) if not paid before commencing the interior fit out works;
- d. A caution and electricity compensation deposit will have to be paid by the PURCHASER prior to seeking possession for interior works;
- e. That the work of interior works undertaken by the PURCHASER should not obstruct or affect the construction work, if any, of the Vendor/Developer or interior work being carried out by any other PURCHASER of the said residential complex or cause any nuisance of any kind, which may be objectionable to the Vendor/Developer or any other PURCHASER;
- f. That the PURCHASER shall ensure complete safety of the materials and the equipment kept in the SCHEDULE C RESIDENTIAL APARTMENT, to be used for the interiors undertaken by the PURCHASER. The Vendor/Developer shall not be responsible or liable in case of theft, pilferage or

misplacement of such materials or equipment. Further, the Vendor/Developer shall not be liable for any accident or injury caused or occasioned to any employee or the workman engaged by the PURCHASER for doing the interiors in the SCHEDULE C RESIDENTIAL APARTMENT or any job or work relating thereto. Such liabilities or claims, if any shall be satisfied by the PURCHASER itself. The PURCHASER shall indemnify and keep harmless the Vendor/Developer against all such claims or liabilities;

- g. That the PURCHASER shall comply with all the directions/requirements as stipulated by the Vendor/Developer or its Authorized Representatives, while carrying out the interiors in the SCHEDULE C RESIDENTIAL APARTMENT;
- h. That the PURCHASER shall not damage or cause harm to the structures in the Premises or any part of the residential complex in the process of doing the interiors, except as those minor alterations as may be necessary to carry out the interior;
- i. That the Possession taken by the Purchaser for the limited purpose of commencing the interiors in the Schedule C Apartment does not constitute possession for any other purpose including display of signboard or signage and this temporary possession will be given subject to condition that actual legal possession of the Schedule C Apartment continues to remain with the Vendor/Developer for all purposes and PURCHASER shall handover the possession on a day's notice, if so demanded by the Vendor/Developer without assigning any reason;

j. That the PURCHASER shall not store any inflammable or explosive materials in the Apartment and/or anywhere else in the residential complex while conducting the interior works and shall ensure complete safety against any accidents or loss of human life.

18. The Purchaser/s shall not have the power or authority to transfer or assign his/her/their right under this Agreement to anyone during the 36 months of the execution of this Agreement, except to his/its affiliates as defined under this agreement. After expiry of 36 months, the Developer may at their discretion give consent for such assignment subject to what is stated herein, on charging an assignment fee of 3% of the sale consideration stipulated herein for sale and construction of Schedule 'B' and 'C' Properties. The Developer may grant such sanction, provided at the time of such assignment the Purchaser/s has/have paid all amounts mentioned in this Agreement (and all other writings and Deeds that may be executed here with), in respect of the said Apartment till the said date of Assignment. Further in the event of such assignment, the Developer shall not be liable to pay any compensation/damages payable under any of the terms and/or conditions of this Agreement.

19. In addition to above, the Developer consent (if granted) to dispose, transfer or sale by way of assignment of the said Apartment to a third party by executing an Assignment Agreement shall be inter alia subject to the Purchaser/s:-

i. settling all charges outstanding and payable to the Vendor/Developer all other payments mentioned in this Agreement and other overdue interest (if any);

- ii. causing the new buyer(s) to execute fresh Sale Agreement/Deeds with the Vendor/Developer (as per the format of the Vendor/Developer). And the transferee shall undertake to be bound by the terms of this Agreement.
20. It is expressly clarified that the exclusive internal balcony/ies, garden areas and terrace areas lying appurtenant to and exclusively allotted to the PURCHASER of residential apartments in the "Project" have been conferred the rights to exclusively use and enjoy the same, which rights shall run concurrently to the ownership of Schedule C Residential Apartment by the PURCHASER.
21. In order to ensure the timely completion of the "Project" as well as to ensure the quality of the residential apartments in the "Project", the DEVELOPER reserves the right to make alterations to the Schedule C Residential Apartment or the common areas in the "Project", including but not restricted to the materials being used, components being used, quality or workmanship, without however affecting the area entitlement of the PURCHASER in respect of the Schedule C Residential Apartment. The PURCHASER hereby expressly authorizes the DEVELOPER to take these decisions without prior notice or consultation and agrees to bear the corresponding increase in costs.
22. The Developer is providing Club House for the use and enjoyment of all owners/occupants in Schedule 'A' Property, which shall form part of Project and Purchaser/s shall be required to pay the prescribed amount towards membership fee and utilize the facilities available in the Club according to the terms and conditions and shall

remit payments as prescribed by Developer or by the Agency appointed by Developer to operate and manage the Club. Any tax liability arising out of this shall be borne by the Purchaser/s. In the event of transfer of ownership, the transferee shall be entitled to the benefits of the Club and the transferor shall cease to be the member of the Club.

23. The Purchaser/s agree/s and understand/s that the Purchaser/s shall have conditional right of usage of the facility which may be provided in the club within the Project. This right of usage is limited to the club within the Project only and is subject to the fulfilment of the terms and conditions as stipulated in this Agreement or any further agreement as decided by the Developer or the Maintenance Agency nominated by the Developer. The Developer / Maintenance Agency shall have the right to formulate the management, structure and policy, rules and regulations for the said club and upon intimation of the formalities to be complied with by the Developer, the Purchaser/s undertake/s to fulfill the same. It is understood that the club usage is limited only to the occupants of the Apartments in the Project and the Developer may make suitable provisions and covenants to this effect and in the necessary documents which the Purchaser/s agree/s and undertake/s to comply with, without raising any objection. It is understood that the entire operating cost of the said club facilities improvement/upgradations to be carried over a period of time, direct usage charges of the facilities used and items consumed by the Purchaser/s from time to time, shall in no way constitute any portion of the Total Sale Consideration of the Said Apartment shall be paid extra by the Purchaser/s.

24. It is specifically agreed and understood between the Parties that the provision of a Club House/Recreation Facility is at the sole discretion of the VENDOR/PROMOTER and shall not be considered or construed as an obligation to be fulfilled by the VENDOR/PROMOTER to the Purchaser/Allottee for sale of the Schedule B Property.
25. Whereas PURSCHASERS/ALLOTTEES are aware that the Ownership and possession of the Club House including movable and immovable Assets provided in the Club House will always remain as the Property of the VENDOR/PROMOTER and its facilities will be maintained and run by the Promoter or their nominees at their sole discretion until such ownership and possession is transferred to the Owner's Association to be formed in the Schedule 'A' Property.
26. The ownership and possession of the buildings and the fittings and fixtures in Club including movable assets will be transferred to the Owners' Association to be formed in the Schedule 'A' Property and till then it will be exclusively with the Vendor/Developer and/or their associate concerns, agents, nominees, assignees and they alone shall be entitled to: -
- i. admit either the owners or the tenants in possession as members. Such membership shall be restricted to either the owners or the tenants of apartments/built spaces in Schedule 'A' Property.
 - ii. refuse/reject applications for memberships and suspend members either on account of their disqualification or failure to observe the Club House rules and/or on account of non-payment of subscription and other dues or

for misuse of facilities or for other reasons and such persons are not entitled to use the Club House and the facilities therein.

iii. fix the Subscriptions, rates and charges for use of its facilities and amenities, and to revise the aforesaid from time to time.

iv. frame the rules and regulations regarding usage of the facilities in the Club House.

27. The Vendor/Developer shall have a right of ingress and egress to the Club by using the roads and other facilities in the Project by themselves and by their agents, servants, members, invitees, guests, visitors authorised/permitted by them.

28. The Purchaser/s as long as he/she/they remain occupant of the apartment/built spaces in the Project, shall be entitled to use the 'Club', subject to (i) strict observance of the rules of the Club, framed by the Vendor/Developer, their agents/assigns, from time to time; (ii) the payment of the subscriptions as may be fixed from time to time by the Vendor/Developer and/or their agents/assigns; (iii) the payment of charges for usage as may be fixed from time to time by the Vendor/Developer and their agents/assigns, (iv) and are entitled for the following:-

a. The Purchaser and in case of more than one Purchaser, any one of them is entitled to be enrolled as member of the Club on payment of admission fee prescribed by the Vendor/Developer.

b. Membership of the Club entitles a member to use and enjoy the facilities at the Club, subject to strict observance of rules framed by the Vendor/Developer and their agents/assign and

subject to the payment of the monthly subscriptions as may be fixed by Vendor/Developer subject to payment of charges for usage of facilities in Club. The spouse and his/her immediate family members are entitled to use the facilities in the club as dependent members.

29. The Vendor/Developer may themselves run the Club and/or engage any person/s to run the club and its activities till it is handed over to the Association to be formed as envisaged in this Agreement. The Vendor/Developer are not responsible for either quality of services or the cost at which services are provided in the club.
30. In the event of destruction of buildings in Schedule 'A' Property or any portions thereof, irrespective of whether such destruction is due to natural calamities, rioting, fire, inundation of water or natural deterioration due to aging or for any reason of whatsoever nature, the all owners of Schedule 'A' Property shall together have the right to rebuild their respective apartments in the same place as is now situated, subject to taking required approvals and sanctions from the concerned authorities. If the total area sanctioned by the authorities is equivalent to the present area then the Purchaser/s will have the right to construct and own the same area as is owned by him prior to the date of destruction. However, if the area sanctioned is more/less, the Purchaser/s will have right to construct and own only proportionate area. Whenever the owners are rebuilding the buildings after such destruction, the foundations of new construction shall be of such that it shall support the number of floors, including the basement that existed prior to its destruction or demolition. All the owners shall

bear the cost of rebuilding in proportion to the area in their occupation, accordingly.

31. THE VENDOR COVENANTS WITH THE PURCHASER THE FOLLOWING: -

- a. That the VENDOR is the sole and absolute owner in possession of the Schedule B Property and has an absolute, clear and marketable title to the Schedule B Property and is legally competent to enter into this Agreement with the PURCHASER.
- b. That the Schedule B Property is free from all types of encumbrances, charges, liens and lis pendens of any kind and the Schedule B Property is not the subject matter of any legal, acquisition or requisition proceedings, minor claims, maintenance claims, restrictive covenants, or any other claims of whatsoever nature and is not the subject matter of any proceedings before any Courts of Law, other legal forums, and statutory authorities including taxation authorities.
- c. That the VENDOR has not entered into any agreement or arrangement of any kind with any other party or parties in respect of the Schedule C Residential Apartment. That the VENDOR has paid all municipal taxes in respect of the Schedule A Property and will continue to pay the same till the completion of the "Project".
- d. That the VENDOR, will sign all the necessary papers, documents with regard to transfer of the Khatha in respect of the Schedule C Residential Apartment in favour of the PURCHASER on the due execution and registration of the deed of absolute sale and conveyance in favour of the PURCHASER and/or his/her nominees.

- e. That the VENDOR shall do all other acts, deeds and things as may be necessary to ensure the vesting of clear and marketable title in the hands of the PURCHASER in respect of the Schedule C Residential Apartment before the execution of a deed of sale in his/her/their favour.
 - f. That the VENDOR and the DEVELOPER, shall duly hand over physical and vacant possession of the Schedule C Residential Apartment in favour of the PURCHASER and/or his/her nominees at the time of the due execution and registration of the Absolute Sale Deed in favour of the PURCHASER and/or his/her nominees but only after and subject to receiving all the amounts due and payable under this Agreement from the PURCHASER and/or his/her nominees.
 - g. That the VENDOR shall carry out all such further acts, deeds and things as may be reasonably required under law to assure and ensure better title to the PURCHASER in respect of the Schedule C Residential Apartment agreed to be sold to the PURCHASER under this Agreement.
- 32. THE PURCHASER HEREBY COVENANTS WITH THE VENDOR AND THE DEVELOPER AS FOLLOWS: -**
- a. That the PURCHASER shall not raise any construction in addition to that mentioned in the Schedule B hereunder and shall not use or permit the construction referred to in the Schedule B below in a manner which would diminish the value or utility in the property described in the Schedule Properties below or in any manner not permissible under law. However, the PURCHASER has a right to make partitions or alterations within his/her/their apartment as long as it does not cause any

structural damage to the Residential Building/s being constructed on the Schedule B Property.

- b. That the PURCHASER and/or his/her nominees, agents or representatives shall not obstruct or cause hindrance to the construction of the residential building/s on the Schedule A Property at any time and in any manner whatsoever during the subsistence of this Agreement.
- c. That the PURCHASER and/or his/her nominees shall not make any claim against the VENDOR and/or the DEVELOPER with regard to any structural defects in respect of the Schedule C Residential Apartment or the common areas in the "Project" beyond the "Defect Liability Period", as defined.
- d. That the PURCHASER or the occupier of the Schedule C Residential Apartment shall not by virtue of this Agreement acquire any right of light or air, which may prejudice the pre-use of the owners/occupants of other residential apartments in the "Project".

33. DUTIES AND RESPONSIBILITIES OF THE DEVELOPER: -

- a. The Developer shall, at its cost, be responsible to appoint an Architect/s, Engineers, Project Management Consultants and Contractors for construction, labour and equipment as required for the "Project".
- b. The Developer shall be responsible for preparing the working drawings and to make it available to the Allottees individually or to the "Association of Allottees/Owners".

- c. The Developer shall, at its cost, be responsible for obtaining the plan sanction, other clearances, permissions and licenses and the Commencement Certificate, from the relevant competent authorities/govt. agencies as per local laws for the "Project" and to make it available to the Allottees individually or to the "Association of Allottees/Owners", as the case may be.
- d. The Developer shall complete the "Project" in all respects on or before a period of 48 months from the date of obtaining the commencement certificate from the relevant competent authority subject to conditions force majeure as defined in this Agreement.
- e. The Developer shall be responsible for the safety and security of equipment and the workmen on site and shall be responsible for obtaining such insurance relating to the workmen and the equipment on site at its cost to cover the entire tenure of the "Project". Further, the Developer shall be fully responsible and liable for payment of salaries and wages and statutory payments relating to labour on site.
- f. The Developer shall enable the formation of an "Association of Allottees/Owners" as a Company or Trust or Society or Cooperative Society as the case may be, of all the Allottees under the laws applicable, provided that in the absence of local laws, the "Association of Allottees/Owners", by whatever name called, shall be formed within a period of three months from the date on which the majority of Allottees having booked residential apartments, as the case may be, in the "Project".

- g. The Developer shall be fully and solely responsible to obtain the "Occupancy Certificate", from the relevant competent authority as per local laws or other laws for the time being in force and to make it available to the "Association of Allottees/Owners" post completion of the "Project".
- h. The VENDOR along with the Developer shall execute a registered conveyance Deed of the residential apartments in the "Project", in favour of the Allottee/s along with the undivided proportionate share in the Schedule B Property after obtaining the "Occupancy Certificate" from the relevant competent authority and achieving the practical completion of the project, subject to the payment of the entire sale consideration, pass through charges, additional charges if any.
- i. The Developer shall open and operate a "Dedicated Project Account" with a scheduled bank as defined in this Agreement and as required under the Karnataka RERA Bank Account Directions 2019, along with a person/s duly nominated by the promoter for this purpose or solely if so decided by the promoter and utilize the amounts deposited therein in the mode and manner as prescribed under Section 4(2)(1)(D) read with its proviso as defined under RERA.
- j. The DEVELOPER shall maintain all the common areas, amenities and facilities in "PROJECT" for a period of 1(one) year from the date of completion of the "Project" or till the formation of the "Association of Allottees/Owners", whichever is earlier. The

DEVELOPER shall have the exclusive right to fix and collect the monthly maintenance charges in advance during the period in which they are responsible for the maintenance and thereafter, after the handover of the maintenance to the "Association of Allottees" as and when formed, the association of apartment owner's shall have the right to fix and collect the monthly maintenance charges and also collect maintenance deposits from all the residents/occupiers of residential apartments in the "Project".

34. The Developer shall be responsible for any structural defects in respect of the Schedule C Residential Apartment or the common areas in the "Project" for a period of five (5) years from the date of obtaining the Occupancy Certificate for the "Project", hereinafter called the "Defect Liability Period" as defined, from the relevant statutory authority and the PURCHASER shall not have any claim for compensation against the Developer for any such defects thereafter. However, cracks in plaster being a natural phenomenon and any damage to the buildings in the "Project" on account of natural disasters shall not be considered as a defect. Warranty for all other consumables or equipment like generators & lifts, will be provided by the respective manufacturers on their standard terms; The warranty contained herein shall not cover defects, damage, malfunction resulting from (a) misuse (b) modifications or repairs done by the Owners or their successors-in-title, (c) cases of force majeure (d) failure to maintain the amenities/equipments in accordance with the DEVELOPER instructions if given in writing (e) accident, neglect.

35. The decision of the VENDOR and the DEVELOPER in respect of the price of the Schedule C Residential Apartment to be constructed is final and binding on the PURCHASER and the PURCHASER shall be entitled to seek for the execution of the sale deed and hand over of possession of the Schedule C Residential Apartment from the VENDOR only on payment of the basic sale price and consideration of Rs. _____/- (Rupees _____ only) along with payment of Additional Charges and Pass Through Charges as defined above in this Agreement, and subject to the other terms and conditions mentioned in this Agreement.
36. Any delay or indulgence by the VENDOR and/or the DEVELOPER in enforcing the terms of this Agreement or any forbearance or giving of time to the PURCHASER shall not be construed as a waiver on their part of any breach or non-compliance of any of the terms and conditions of this Agreement by the PURCHASER nor shall the same in any manner prejudice their rights to take such necessary legal steps in this regard.
37. The expenses relating to the registration such as Stamp Duty and registration fees etc., shall be borne by the PURCHASER only and the expenses relating to the assuring of a clear and marketable title to the Schedule B Property and the SCHEDULE C RESIDENTIAL APARTMENT shall be borne by the VENDOR only.
38. The PURCHASER/S hereby authorize/s the VENDOR/DEVELOPER to sign and execute the required one or more Deeds of Declaration in respect of the Project recording the terms and conditions relating to ownership, possession and enjoyment of the apartments and other built spaces by the respective buyers in the development and also get the same registered.

39. The PURCHASER shall be entitled to nominate and assign his/her rights under this Agreement in favour of any other person or persons on such terms and conditions as the PURCHASER deems fit, which nomination shall be recognized by the VENDOR and the DEVELOPER only on the PURCHASER paying a transfer fee calculated at 3% of the basic sale price and consideration reserved under this agreement to the VENDOR or the "DEVELOPER" as the case may be, except that where the assignment is being made to an affiliate as defined under this agreement the transfer fee shall be calculated at the rate of 3 % of the basic sale consideration.
40. The original documents of title relating to the Schedule A Property shall be kept in the custody of the Developer and shall be offered for inspection to the PURCHASER on their request and/or banks, financial institution, etc., from whom the PURCHASER have sought for housing loans subject to sufficient prior notice. However, once the "Association of Allottees/Owners" is formed, the original documents of title relating to the Schedule Properties shall be handed over by the Developer to the "Association of Allottees/Owners" who shall keep the original documents in its safe custody and offer the same for inspection as an when required after receipt of sufficient notice from any or all of the owners of residential apartments in the "Project". The Developer has however on this day, handed over one set all the photo copies of the original documents of title relating to the Schedule B Property to the PURCHASER. However, in case the DEVELOPER requires the original documents of title relating to the Schedule B Property for the purpose of creating an equitable mortgage by deposit of title deeds of the

Schedule B Property in favour of banks, financial institutions, etc., for the purpose of raising finances for the "Project", the DEVELOPER shall duly handover the original documents of title to the lending bank, financial institution, etc., after due intimation to the VENDOR. However, the DEVELOPER shall duly ensure that the equitable mortgage created in favour of banks, financial institutions, etc., is fully redeemed before the completion of the "Project" and the original documents of title relating to the Schedule B Property are handed over to the "Association of Allottees/Owners" as and when the same is formed.

41. The VENDOR/DEVELOPER agree to permit the PURCHASER/S subject to compliance of safety norms, to have access on day time fixed by the Project In charge to the works in the Schedule 'C' Property while under construction and to inspect the same. However, the Purchaser/s shall not have the right to obstruct or interfere or hinder the progress in development and/or construction on any ground and at any time.
42. In addition to the other rights each of the parties herein has against the other relating to the matters mentioned above in this Agreement, each of the parties herein shall have the right to enforce specific performance of this Agreement against the other.
43. The Courts at Anekal and the relevant appellate courts at Bengaluru shall exercise relevant jurisdiction of any matter of disputes/ or differences that may arise under this Agreement or out of or due to any of the terms of this Agreement.
44. The parties acknowledge that this Agreement is the complete Agreement. This Agreement supersedes

brochures, Letter of Offer/Payment Plan, any prior agreements and representations between the parties, whether written or oral. Any such prior arrangements shall be deemed to be cancelled as at this Date.

45. 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.
46. No decision or exercise of discretion/judgment/opinion/ approval of any matter arising out of or contained in this Agreement shall have the effect of amending this Agreement. This Agreement shall be amended only by a written document executed between the parties.
47. Unless the context otherwise requires, the relevant definitions and terms used herein shall have the meaning set forth in the Real Estate (Regulation and Development) Act, 2016 (Central Act of 2016) and the Karnataka Real Estate (Regulation and Development) Rules, 2017.
48. The Original of this Agreement will be handed over to the PURCHASER and a photocopy of the same will be retained by the Developer.
49. The Parties acknowledge that the remedies available to them under this Agreement are all mutually exclusive and without prejudice to any

other right / remedy available to the Parties under applicable law.

50. This Agreement shall be binding upon and inure solely for the benefit of the Parties and their respective successors and assigns. None of the Parties shall assign this Agreement or any of its right, title, or obligations under this Agreement without the prior written consent of the other Party.
51. If any provision of this Agreement or its application is held to be invalid, illegal, or unenforceable in any respect, then in such an event the validity, legality and enforceability of all other applications of that provision and of all other provisions and applications hereof will not be affected or impaired.
52. Nothing in this Agreement shall be interpreted against a Party solely on the ground that such Party drafted this Agreement or any part of it.
53. Any expressed or implied waiver by any Party of any default of a Party shall not constitute a waiver of any other default by the defaulting Party or a waiver of any of the non-defaulting Party's right. All original rights and powers of a Party under this Agreement shall remain in full force, notwithstanding any neglect, forbearance or delay in the enforcement thereof by such Party, and such Party shall not be deemed to have waived any of its rights or any provision of this Agreement or any notice given hereunder, unless such waiver be provided in writing by such Party and any waiver by such Party of any breach by the other Party of this Agreement shall not be deemed a waiver of any continuing or recurring breach by the other Party.

54. Any notice required to be served on a Party shall be deemed to have been served if the same is sent by registered post, acknowledgement due to the Party at the address appearing in the recitals of this Agreement. All notices under this Agreement shall be deemed to have been duly given five (5) days following the mailing of such notice, to the Party entitled to such notice at the address appearing in the recitals.

SCHEDULE A PROPERTY
(Description of the Property)

Item No. 1 All that piece and parcel of the Land bearing New Survey No. 67/3 (Old No. 67/1) measuring 2 Acres 2 Guntas including 1 Gunta of Kharabsituated at Margondanahalli Village, JiganiHobli, Anekal Taluk, Bangalore Rural District, Bangalore and bounded on the;

East by : K Bhaskar Land (earlier owned by M R Venkatesh) &AraluruSeenappa Land

West by : Road

North by : Bande Dari (Road)

South by : Private Land (Earlier Manna Sabi Property)

Item No. 2 All thatpiece and parcel of the Land bearing New Survey No. 67/4 (Old No. 67/2) measuring 2 Acres situated at Margondanahalli Village, JiganiHobli, Anekal Taluk Bangalore Rural District, Bangalore and bounded on the;

East by : Araluru Seenappa Land

West by : K Bhaskar Land purchased from Muniswamappa viz.,
 Sy No. 67/3

North by : Bande Dari(Road)

South by : K Bhaskar Land

SCHEDULE B PROPERTY
(Undivided Interest agreed to be sold)

_____ square feet of undivided share of right, title, interest and ownership in the land comprised in SCHEDULE "A" PROPERTY.

SCHEDULE C RESIDENTIAL APARTMENT

All that Residential Apartment bearing No. _____ in _____ Floor in the Project being built in Schedule 'A' Property and having _____ Sq. Feet of carpet area and _____ Sq. Ft. of Super Built Up area with right to use [Nos.] Covered Car Parking Space in the Basement/Ground level and the apartment is bounded by :

East :

West :

North :

South :

The Plan Apartment is shown in Annexure-4 attached hereto.

SCHEDULE D: - RIGHTS AND OBLIGATIONS OF THE PURCHASER

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

1. The right to own an Apartment described in the Schedule 'C' above for residential purposes subject to the terms of this Agreement.
2. The right and liberty to the Purchaser/s and all persons entitled, authorised or permitted by the

- Purchaser/s (in common with all other persons entitled, permitted or authorised to a similar right) at all times, and for all purposes, to use the staircases, passages and common areas in the Building for ingress and egress and use in common.
3. The right to subjacent, lateral, vertical and horizontal support for the Schedule 'C' Apartment from the other parts of the Building.
 4. The right to free and uninterrupted passage of water, gas, electricity, sewerage, etc., from and to the Schedule 'C' Apartment through the pipes, wires, sewer lines, drain and water courses, cables, pipes and wires which are or may at any time hereafter be, in, under or passing through the Building or any part thereof.
 5. Right to lay cables or wires for Radio, Television, Telephone and such other installations, at dedicated part of the Building, however, recognizing and reciprocating such rights of the other Apartment Owners.
 6. Right of entry and passage for the Purchaser/s with/without workmen to other parts of the Building at all reasonable times after notice to enter into and upon other parts of the Building for the purpose of repairs to or maintenance of the Schedule 'C' Apartment or for repairing, cleaning, maintaining or removing the sewer, drains and water courses, cables, pipes and wires causing as little disturbance as possible to the other Apartment purchasers and making good any damage caused.
 7. Right to use along with other owners of Apartments all the common facilities provided therein on payment of such sums as may be prescribed from time to time by the Developer and/or Owners Association.

8. Right to use and enjoy the common roads, common areas and parks and open spaces and common facilities in the Project in accordance with the purpose for which they are provided without endangering or encroaching the lawful rights of other owners/users.
9. Right to make use of all the common roads and passages provided to reach the building in Schedule 'A' Property without causing any obstruction for free movement therein.
10. The Purchaser/s shall be entitled in common with the Purchasers of the other apartment/s in the building, to use and enjoy the common areas and facilities listed hereunder :
 - a) Entrance lobbies, passages and corridors;
 - b) Lifts/pumps/generators;
 - c) Staircases and driveways in the basements, roads and pavements;
 - d) Common facilities, subject to compliance of rules, regulations and byelaws.

SCHEDULE E: - OBLIGATIONS OF THE PURCHASER

The Purchaser/s hereby agree/s, confirm/s and undertake/s the following obligations towards the Vendor//Developer and other Apartment Owners. The obligations herein contained are in addition to the obligations contained elsewhere in this Agreement;

1. The Purchaser/s shall be bound by the following obligations:
 - a) Not to raise any construction in addition to that mentioned in Schedule 'C' above.

- b) Not to use or permit the use of Schedule 'C' Apartment other than for residential use or in a manner which would diminish the value or the utility therein.
- c) Not to use the space left open after construction in Schedule 'A' Property or in the Project for parking any vehicles or to use the same in any manner which might cause hindrance to or obstruct the free movement of vehicles parked in the parking spaces or for users of adjoining properties.
- d) Not to default in payment of any taxes or levies to be shared by the other apartment owners of the Schedule 'A' Property.
- e) Not to decorate the exterior part of the building to be constructed in a manner other than agreed to by at least two third majority of the owners of the apartments in Schedule 'A' Property.
- f) Not to make any arrangements for maintenance of the building referred to in Schedule 'A' above and for ensuring common amenities for the benefit of all concerned.
- g) Not to obstruct or hinder the progress of the construction of the buildings and other developments or any part thereof in the Schedule 'A' Property and/or in the Project.
- h) Not to alter or subscribe to the alteration of the name of the Project in Schedule 'A' Property and/or alter the names assigned to the Towers therein.

2. The Purchaser/s shall has/have no objection whatsoever to the Vendor/Developer managing the building in Schedule 'A' Property or handing over the

common areas and the facilities to the association as soon as it is taken over and pending the same, the Vendor/Developer shall retain the same and the Purchaser/s has/have given specific consent to this undertaking. The Vendor/Developer or the Maintenance Company or Owners Association shall be paid on demand common expenses for upkeep and maintenance of buildings and common areas and facilities in Schedule 'A' Property and also service charges for undertaking the said task.

3. It is hereby clarified and agreed that the expenses relating to common areas and common facilities shall be borne by the actual users of the Apartment. However, it is the primary responsibility of Purchaser/s to pay the same.
4. No apartment owner including Purchaser/s can get exempted from liability for contribution towards common expenses by waiver of the use or enjoyment of any common areas and facilities or by abandonment of apartment and/or facilities in Schedule 'A' Property.
5. The Purchaser/s shall, from time to time, do and execute all further acts, deeds, matters and things as may be reasonably required by the Vendor/Developer for duly implementing the terms and intent of this Agreement and for the formation of Owners' Association.
6. The cost of repairing and maintaining the internal/feeder/access and drive-ways will be borne and paid proportionately by the Purchasers of apartments comprised in the Project.
7. The Purchaser/s of apartments in the Project shall not at any time cause any annoyance, inconvenience or disturbance or injury to the occupiers of other apartments and parking spaces in the building and Purchaser/s specifically shall not:-

- a) Close the lobbies, stairways, passages and parking spaces and other common areas.
- b) Make any alterations in the elevation or both faces of external doors and windows of the apartment/parking space which in the opinion of the Vendor/Developer or the Owners' Association differ from the colour scheme of the building.
- c) Make any structural alterations and/or any fresh openings inside the apartment.
- d) Default in payment of any taxes or levies to be shared by the other owners of the Schedule 'A' Property or common expenses for maintenance of the building.
- e) Create nuisance or annoyance or damage to other occupants and owners by allowing pounding, running machinery and causing similar disturbances and noises.
- f) Install machinery, store/keep explosives, inflammable/prohibited articles which are hazardous, dangerous or combustible in nature.
- g) Use the common corridors, stair cases, lift lobbies and other common areas either for storage or for use by servants at any time.
- h) Bring inside or park in the Schedule 'A' Property any lorry or any heavy vehicles.
- i) Use the apartment or portion thereof for purpose other than for residential purposes and not to use for any illegal or immoral purposes.
- j) Drape clothes in the balconies and other places of building.

- k) Enter or trespass into the Parking Areas, Garden areas and Terrace Areas not earmarked for general common use.
 - l) Throw any rubbish or used articles in Schedule 'A' Property other than in the Dustbin provided in the property.
 - m) Undertake any interior decoration work or additions, alterations inside the apartment involving structural changes without prior consent in writing of the Vendor/Developer.
 - n) Create any nuisance or disturbance or mis behave in the matter of enjoying the common facilities provided to all the apartment Owners in the building of the Project.
 - o) Refuse to pay such sums as are demanded for use and enjoyment of common facilities in the Project.
 - p) Trespass into other residential buildings in the Project or misuse the facilities provided for common use.
 - q) Use the Schedule 'C' Property as a transit apartment or service apartment and should not be let out/permit to use the same on daily/weekly/fortnightly basis.
 - r) Use the Schedule 'C' apartment for training any skill or art or occupation or conduct any teaching classes.
8. The use of the club house, swimming pool and other facilities by the Purchaser/s during tenure of membership shall be without causing any disturbance or annoyance to the fellow users and without committing any act of waste or nuisance which may

affect the peace and tranquillity of the place and shall not default/refuse/avoid paying the subscription and other charges for the use of the facilities therein.

9. The Purchaser/s shall not throw garbage/used articles/rubbish in the common areas, parks and open spaces, roads and open spaces left open in the Schedule 'A' Property. The Purchaser/ shall strictly follow rules and regulations for garbage disposal as may be prescribed by the Vendor/Developer or Agency maintaining the common areas and facilities in the Project or by the Owners Association.
10. The Purchaser/s shall not keep any cattle/live stock in the Schedule 'C' Apartment or in Schedule 'A' Property and Purchaser/s shall keep all the pets confined within the Schedule 'C' Apartment and shall ensure that the pets do not create any nuisance/disturbance to the other owners/occupants in the building.
11. The Purchaser/s shall use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in Schedule 'A' Property and in the Apartment Building in common with the other Apartment Owners and to permit free passage of water, sanitary, electricity and electrical lines, through and along the same or any of them and to share with the other Apartment Owners the cost of maintaining and repairing all common amenities such as common accesses staircases, lifts, generator, etc., and to use the same as aforesaid and/or in accordance with the Rules, Regulations, Bye-Laws and terms of the Association to be formed by or among the Apartment Owners in the Building.
12. The Purchaser/s can make use of the common areas and facilities in accordance with the purpose for which they are intended without hindering or encroaching

upon the lawful rights of other apartment owners in the Project.

13. The terrace of each of the buildings on issue of Occupancy Certificate after completion of construction aforesaid will be common to the owners/occupants of the respective apartments. However, the Vendor/Developer shall designate the Terrace area as restricted area for safety and security of the occupants.

14. The Purchaser/s shall pay to the Vendor/Developer or maintenance company or Owners' Association as the case may be the following expenses on prorate basis.

a) Expenses for maintenance of lifts, pump sets, generators and other machineries, sanitary and electrical connections in the building and in the Project including the cost of Annual Maintenance Contract for these equipments;

b) Electricity consumption charges for operating all common services and lighting the common areas, basement and all open areas and water consumption charges of buildings and for facilities in the Project;

c) Cost of replacement of electrical fittings and bulbs in all common areas, corridors, basement and open places;

d) Expenses for maintenance of the buildings and the land surrounding thereto, white washing and colour washing of common areas, roads, developments, club house, external areas and the compound;

e) Expenses incurred in the maintenance of landscape, Gardens, pots and other plants in Schedule 'A' Property;

- f) Salaries and wages payable to the property manager, security guards, lift operators, plumbers, electricians, gardeners, pumps and generator operators and all other staff appointed;
- g) Such other expenses which are common in nature and not attributable any unit in particular but relates to the development in Schedule 'A' Property in general.
- h) All taxes payable, service charges and all other incidental expenses in general.

**SCHEDULE F: - REPRESENTATION AND WARRANTIES OF THE
PURCHASER**

The Purchaser/s acknowledge/s that the Vendor/Developer have entered into this Agreement and agreed to purchase the Schedule 'B' Property and Schedule 'C' Property, based on the representations and warranties set out below (the "Purchaser Warranties"):

- a. The Purchaser/s confirm/s that this Agreement upon execution, would constitute legal, valid and binding on the Purchaser/s;
- b. The Purchaser/s has/have been furnished with copies of all the title deeds relating to Schedule 'A' Property and the Purchaser/s after being fully satisfied with the title of the Vendor to the Schedule 'A' Property and the Developer's right to develop Schedule 'A' Property has entered into this Agreement;
- c. That the Purchaser/s confirm/s that the Purchaser/s has/have been furnished with all the details pertaining to the Disclosures made by the Vendor/Developer as detailed in this Agreement and after understanding the same, the Purchaser has entered into this Agreement and the Purchaser/s

further confirm/s and agree/s that the Purchaser/s do not have and will not have any objection to the Vendor/Developer undertaking the works and benefits from such works.

- d. The Purchaser/s has/have been provided and has/have inspected the documents of title, relating to the Schedule 'A' Property belonging to the Vendor/Developer. The Purchaser/s has/have also studied the legal opinion furnished, the plan sanctions, specifications of the Project and the Disclosures. The Purchaser/s, after taking legal advice and after being satisfied with the title and having understood the plan sanctions, specifications of the Project and, the rights of the Vendor/Developer and the Disclosures made by the Vendor/Developer, has entered into this Agreement.
- e. The Purchaser/s is/are entering into this Agreement with full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Purchaser/s hereby undertake/s that he/she/they shall comply with and carry out, from time to time after he/she/they has/have taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any Competent Authority in respect of the Apartment at his/her/their own cost. The Purchaser/s shall obtain permission in writing from the Vendor/Developer to visit the Schedule 'A' Property at the time of construction and follow all the safety standards and procedures required under law.
- f. The Purchaser/s is/are made aware of the Disclosures of the Vendor/Developer pertaining to the development of the Project and has/have consented to the same without having any objections.

- g. The Purchaser/s understand/s that Statements and presentations by Vendor/Developer regarding the development are made merely to provide honest perspective of its product and any reference/allusion to other neighbour hood developments, projects or facilities, ought not to be construed as binding legal promises or representations.
- h. The Purchaser/s has/have read and understood all the terms and conditions set out in this Agreement, understood the mutual rights and obligations and agree that some of the conditions set out in this Agreement, are necessary for the purpose of maintaining the quality, prestige and exclusivity of the Project and it is because of this reason that the Purchaser/s have approached the Vendor and Developer for acquiring the Said Apartment. The Purchaser/s also confirm that the Purchaser/s has/have chosen to invest in the said Apartment after exploring all other options of similar properties in the vast and competitive market and the Purchaser/s confirm/s that the said Apartment to be suitable for the Purchaser/s Apartment and therefore have voluntarily approached the Vendor and Developer for allotment of the said Apartment.

**SCHEDULE G: - REPRESENTATION AND WARRANTIES OF THE VENDOR
AND DEVELOPER**

The Vendor/Developer hereby represent and warrant to the Purchaser/s as follows:

- a) The Vendor is the absolute owners of Schedule 'A' Property and have the requisite right to carry out development upon the Schedule 'A' Property and there are no encumbrances upon the said Schedule 'A' Property or the Project;
- b) The Vendor/Developer have lawful right and requisite approvals from the competent Authorities to carry out development of the Project;

- c) To the knowledge of the Vendor/Developer that there are no litigations pending before any Court of law with respect to Schedule 'A' Property, Project or the Apartment.
- d) That the Schedule 'A' Property is not subject matter of any proceedings and the same is not attached or sold or sought to be sold in whole or in portions in any Court or other Civil or Revenue or other proceedings and not subject to any attachment by the process of the courts or in the possession or custody by any Receiver, Judicial or Revenue Court or any officer thereof;
- e) That there are no easements, quasi-easements, restrictive covenants or other rights or servitudes running with Schedule 'A' Property which affects the peaceful possession and enjoyment of Schedule 'A' Property;
- f) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Schedule 'A' Property and Apartment are valid and subsisting and have been obtained by following due process of law.
- g) The Vendor/Developer have not entered into any agreement for sale and/or any other agreement / arrangement with any person or party with respect to the said Apartment, which will, in any manner, affect the rights of Purchaser/s under this Agreement;
- h) At the time of execution of the conveyance deed the Vendor/Developer shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Purchaser/s and the Common Areas to the Association of the Purchaser/s;
- i) To the knowledge of the Vendor/Developer 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 Vendor/Developer in respect of the said Land and/or the Project;

- j) In the event the Vendor/Developer default in payment of any of the outgoings collected from the Purchaser/s which are payable to the Government Authority, the Vendor/Developer shall be liable to pay such defaulted outgoings along with applicable penalties, even after the handover of Project to the Association;
- k) The Vendor/Developer have secured appropriate insurances relating to the development of the Project and will also pay insurance premiums until the completion of the Project.
- l) The Vendor/Developer agree not to convey or confer on any other Purchasers of the apartments in the Project without including the covenants as are stipulated herein.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE SIGNED AND EXECUTED THIS AGREEMENT TO SELL ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE WITNESSES ATTESTING HEREUNDER.

WITNESSES:

1)

VENDOR

2)

DEVELOPER

PURCHASER

ANNEXURE - 1

COST OF SCHEDULE 'B' & 'C' PROPERTY & PAYMENTS/PAYMENT PLAN

The consideration for sale of Schedule 'B' & 'C' property is Rs. _____ (Rupees _____ only).
The Purchaser/s has/have paid the Developer Rs. _____ (Rupees _____ only) as part payment towards the sale price and the balance amount shall be payable in the following manner stated below :

Sl. No.	Stages of Payment	Percentage

ANNEXURE - 2

INCLUDES ALL OTHER CHARGES/PAYMENT PLAN

The total GST for sale of Schedule 'B' & 'C' property is Rs. _____ (Rupees _____ only). The Purchaser/s has/have paid the Developer Rs. _____ (Rupees _____ only) as part payment towards the sale price and the balance amount shall be payable in the following manner stated below: -

OTHER CHARGES

Sl. No.	Particulars	Amount
1.	REGISTRATION & STAMP DUTY	On Actuals
2.	MAINTENANCE FEE	
3.	KPTCL & MCC DEPOSITS & CHARGES	
4.	GST on KPTCL & MCC Deposits & Charges	
5.	LEGAL FEE	
6.	GST on Legal Fee	
	TOTAL	

ANNEXURE - 3

SPECIFICATIONS OF THE SCHEDULE C RESIDENTIAL APARTMENT

STRUCTURE:

- Basement + Ground +12 Upper Floor and Terrace Floor in Block-I
- Basement + Ground +17 Upper Floor and Terrace Floor in Block-II
- RCC structure with Block Work and Plastering.
- Car park at Basement + Ground Floor +Surface area level.

FOYER:

- Flooring and skirting :
Superior quality 600 x 600 vitrified tile for flooring and skirting.
- Painting:
Emulsion paint of reputed make for walls and ceiling.
- Doors:
Engineered Wooden Doors with Engineered Wood Frame.

LIVING:

- Flooring and skirting:
Superior quality 600 x 600 vitrified tile for flooring and skirting.
- Painting:
Emulsion paint of reputed make for walls and ceiling.
- Sliding Windows:
UPVC / Aluminium sliding windows.
- Railing:
M.S railing as per design.

DINING:

- Flooring and skirting:
Superior quality 600 x 600 vitrified tile for flooring and skirting.
- Painting:

Emulsion paint of reputed make for walls and ceiling.

BEDROOM 1, 2 & 3:

- Flooring and skirting:
Superior quality 600 x 600 vitrified tile for flooring and skirting.
- Painting:
Emulsion paint of reputed make for walls and ceiling.
- Doors:
Engineered Wooden Doors with Engineered Wooden Frame.

TOILET 1, 2 & 3:

- Flooring and dado:
Superior quality 300 x 300 ceramic tile for flooring, 375 x 250 ceramic tile for dado.
- Doors:
Toilet door frame shall be Engineered Wooden Frame with water proof moulded panel shutter with enamel paint on both sides.
- Ventilators:
UPVC / Aluminium ventilators.
- Plumbing & Sanitary:
All Sanitary fixtures shall be from Jaquar or equivalent / Hindware / Cera.
- Electrical:
Provision for horizontal Geyser in all toilets.

KITCHEN & UTILITY:

- Flooring and skirting:
Superior quality 600 x 600 vitrified tile for flooring and skirting, 450 x 300 ceramic tile as dado in kitchen.

Superior quality 300 x 300 ceramic tile for flooring and skirting in utility.

L shaped /parallel black granite kitchen platform.
- Painting:
Emulsion paint of reputed make for walls and ceiling.
- Plumbing & Sanitary:

Stainless steel sink as per ISI Standards in kitchen and provision for sink in utility.

Provision for washing machine in utility.

ELECTRICAL:

- Provision for Split A.C in Master Bedroom only.
- Providing light point, Ceiling Fan point, Call Bell Point, 5A & 15A Socket point, Distribution board in respective area. (Only point is provided, no fixture is included).
- Provision of exhaust fan in Toilets & Kitchen utility.
- Telephone point in Living and Master bedroom
- T.V point in Living and Master Bedroom.
- BESCOM Single Phase Power supply: 3KW
- Switches shall be from Anchor, Roma or equivalent.
- 100% Generator back up at Extra Cost.

STAIRCASE:

- Flooring and skirting:
Kota Stone flooring and skirting as per design
- M.S. Railing as per design.

SECURITY:

- CCTV surveillance in outdoor common areas.

COMMON AMENITIES:

- Table Tennis
- Open Badminton Court
- Swimming Pool with Toddler Pool
- Gym
- Amphitheater
- Children's Play Area
- Jogging Track
- Beautifully Landscaped and Manicured Gardens
- Party Hall

ANNEXURE - 4

FLOOR PLAN OF THE SCHEDULE C RESIDENTIAL APARTMENT

ANNEXURE -5

GENERAL POWER OF ATTORNEY