

DRAFT AGREEMENT FOR SALE
(as per RERA)

This Agreement for Sale "Agreement" executed on this..... day of

By and Between

(i) *M/s. SI Property (Kerala) Private Limited* (CIN No. U70101KL2000PTC014008), a Company incorporated under the provisions of the Companies Act, (Central Act 18 of 2015, 1956 or 2013, as the case may be), having its registered office at Silver Oaks, Near Golf Club, Kowdiar P.O., Trivandrum 695 003 and its corporate office at Silver Oaks, Near Golf Club, Kowdiar P.O., Trivandrum 695 003 (PAN AAFCS 2896E) Represented by its authorized signatory, Mr. S.N. Raghuchandran Nair, Managing Director (Aadhaar No. 9564 3938 7071) authorized vide board resolution dated 22.06.2000 hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees);

AND

(iii) Mr./Ms..... (Aadhaar No.....) son/daughter of aged about..... residing at (PAN.....), hereinafter called the "Allottee" (Which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

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

WHEREAS:

A. Mrs. Bindhu S. is the absolute and lawful owner of all those pieces or parcels of 31.764 Cents of land (which is 31.12 cents of Land as per Digital Survey) comprised in Re-survey Block J Re-Sy. No. 102 (Old Survey No. 94A) situated at Peroorkada Village, Thiruvananthapuram District which was acquired vide Settlement Deed No.105/14 dated 08.01.2014 of Sasthamangalam Sub-Registry Office along with the Building bearing No: 5/1718, 5/1719, 5/1720, shop room no: 5/1720 (3) the ground, Electric and Water consumption meters, fittings, well, hereditaments, premises and all the appurtenances thereto. The Owner and the Promoter have entered into an Agreement dated 27.01.2016.

SI PROPERTY (KERALA) PRIVATE LIMITED

- B. The said Land is earmarked for the purpose of building a residential project comprising of a multi-storied apartment building and the said project shall be known as Temple Tree ("Project")
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which the Project is to be constructed have been completed:
- D. The Thiruvananthapuram Corporation has granted the permission to develop the Project vide approval dated 07.12.2016 bearing No. E5 BA/335 14 for the construction of a multi-storied residential complex known as "Temple Tree" consisting of Ground – 12 Floors and Terrace.
- E. The Promoter has obtained the final layout plan approvals for the Project from the Trivandrum Corporation. The Promoter agrees and undertakes that it shall not make any as changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable:
- F. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Thiruvananthapuram on under the registration No.
- G. The Allottee had applied for an apartment in the Project vide application dated..... and has been allotted apartment No.....having carpet area ofsquare feet and saleable area of ____ square feet, on..... floor together with ____ % undivided share along with a closed parking admeasuring.....square feet in the ____ floor as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule A and the floor plan Of the apartment is annexed hereto and marked as Schedule B):
- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- I. The LANDOWNER has executed a Power of Attorney in favour of the BUILDER vide Registered Power of Attorney No. 34/2014 dated 14.02.2014, of the Sasthamangalam Sub-Registry Office and the BUILDER so acquired the power to apply to all Authorities concerned for permission to submit Plans for the construction of the Multi Storied Residential Complex, to apply for civic amenities and electric power and to do any acts necessary for the development of the Property, but within the bounds of Public Rules and at the cost of the BUILDER. The LANDOWNER has executed a registered Power of Attorney No. 51/2019 dated 10.04.2019 with all the conditions mentioned in the previous Power of Attorney up to the power of presentation of Sale Deed, which has been registered

as per the Government Rule. The LANDOWNER has also agreed, if the situation warrants, to execute a separate Registered Power of Attorney in favour of the BUILDER to enable it or its Nominees to execute Registration of Sale Deed under the Registration Act and to deliver such Documents for creating an Equitable Mortgage on the Land described in SCHEDULE "A" and to receive back such Documents. Lease or Gift (without recourse to the LANDOWNER) the Property to such persons as may contract with the BUILDER for such consideration as the BUILDER may resolve and the LANDOWNER shall have no right or claim on any part of such proceeds.

- J. The Parties hereby confirm that they are signing this Agreement with Full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project:
- K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter:
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the closed parking as specified in para G:

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

1. Terms:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in para G;
- 1.2 Total Price for the Apartment based on the carpet area is Rs. _____ (Rupees only) ("Total Price"):

Break-up of total Price:

1. Undivided share in the land
2. Construction Cost
3. Closed Parking Space
4. Facility Commissioning Charges
5. Maintenance Deposit
6. 1 year advance monthly maintenance charges
7. Taxes and other statutory payments
 - a. Construction workers' welfare cess

b. GST

c. Kerala Flood Cess

Note: Documentation conveyance charges will be extra

Explanation:-

- i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment;
- ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Service Tax and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over of the possession of the Apartment;

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

- iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notification together with dates from which such taxes/levies etc. have been imposed or become effective;
- iv) The Total Price of Apartment includes: (I) pro rata share in the Common Areas; and closed parking as provided in the agreement.

1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the allottee, which shall only be applicable on subsequent payments.

1.4 The Allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @.....% per annum for the period by which the respective installment has been preponed, the provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature, fixtures, fittings and amenities described therein in respect of the apartment plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.
- 1.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit, then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this agreement.
- 1.8 Subject to Clause 9.3 the Promoter agrees and acknowledges that the Allottee shall have the right to the Apartment as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Apartment;
 - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas Shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided-proportionate title in the common areas to the association of allottees as provided in the Act;
 - (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of (not only the Apartment but also) the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting, equipment in the common areas, etc. and includes cost for providing all other facilities as provided within the Project.
- 1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment along with closed parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, Self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the

purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

- 1.10 It is understood by the Allottee that all other areas and facilities falling outside the Project, namely, shall not form a part of the declaration to be filed with (Please insert the name of the concerned competent authority) to be filed in accordance with the (Please, insert the name of the relevant State act, if any).
- 1.11 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water and electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.
- 1.12 The Allottee has paid a sum of Rs. (Rupees only) as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein.

Provided that if the allottee delays any payment, towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

2. Mode of Payment

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of "SIPK Temple Tree" payable at Trivandrum.

3. Compliance of Laws relating to remittances

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999

(Central Act - 2 of 1948) Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendments made thereof and all other applicable laws including that of remittance of payment acquisition sale transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 3.2 The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities, if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment, applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. Adjustment/Appropriation of payments

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

5. Time is essence

- 5.1 Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate* or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule C' ("Payment Plan").

6. Construction of the Project/Apartment

The Allottee has seen the specifications of the Apartment and accepted the Payment Plan, floor plans, layout plans (annexed along with this Agreement) which has been approved by the competent authority as represented by the Promoter. The Promoter

shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the by-laws, FAR and density norms and provisions prescribed by the Kerala Municipality Building Rules and shall not have an option to make any variation alteration modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. Possession of the Apartment

7.1 Schedule for possession of the said Apartment:

The Promoter agrees and understands that timely delivery or possession of the Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment on December, 2022 unless there is delay or failure due to war, flood, draught, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this agreement.

7.2 Procedure for taking possession – The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Promoter shall, give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges determined by the Promoter/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within days of receiving the occupancy certificate * of the project.

7.3 Failure of Allottee to take Possession of (Apartment/Plot) - Upon receiving it written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give

7.5 Cancellation by Allottee: - The Allottee shall have the right to cancel/withdraw his allotment in the project as provided in the Act.

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

7.5 Compensation – The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title or the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing Over of the possession of the Apartment.

8. Representations and warranties of the Promoter

- (ii) The Promoter has valid rights and requisite approvals from the competent Authorities to carry out development of the project.
- (iii) There are no encumbrances upon the said Land or the Project.
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Apartment.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas.
- (vi) The Promoter has the right to enter into this agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected.
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement.
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment/ to the Allottee in the manner contemplated in this Agreement.
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common area to the Association of the Allottees.
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property.
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities.
- (xii) No notice from the Government or any other local body or authority or any legislative Enactment, Government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. Events of defaults and consequences

- 9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:
 - i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects:

- (ii) Discontinuance of the Promoter's business as a going concern or suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty five days of receiving the termination notice;

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Apartment.

9.3 The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Allottee fails to make payments for two consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond four consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Apartment in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. Conveyance of the said apartment

The Promoter, on Receipt of complete amount of the Price of the Apartment under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate*. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc, so demanded within the period mentioned in the demand letter; the Allottee authorizes the promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for

compliance with the provisions of Real Estate Act, 1947-1948 including any actions taken or deficiencies/penalties imposed by the relevant authority, etc.

11. Maintenance of the said building/apartment project

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees. The cost of such maintenance has been included in the Total Price of the Apartment.

12. Defect Liability

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner its provided under the Act.

13. Right for allottee to use common areas and facilities subject to payment of total maintenance charges

Allottee hereby agrees to purchase the Apartment on the specific understanding that his/her right to the use of common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the Maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her Obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

14. Right to enter the apartment for repairs

The promoter maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas, garage/closed, parking's and parking spaces for providing necessary maintenance services and the allottees agrees to permit the association of allottees and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. Usage

Use of Basement and Service Areas – The basement(s) and service areas, if any, as located within Temple Tree shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the service areas and the basements in any manner whatsoever, other than those earmarked as

parking spaces, and the same shall be maintained in conformity with the requirements of all laws formed by the Authorities rendering maintenance services.

16. General compliance with respect to the apartment

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. Compliance of Laws, notifications etc. by Allottee.

The Allottee is entering into this Agreement the the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out from time to time after he/she has 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 own cost.

18. Additional constructions

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

19. Promoter shall not mortgage or create a charge

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

20. Apartment ownership Act

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the Kerala Apartment Owners Act, 1983 (5 of 1984). The promoter showing compliance of various laws regulations as applicable in the state.

21. Binding Effect

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (days) from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

22. Entire agreement

This Agreement along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

23. Right to amend

This Agreement may only be amended through written consent of the parties.

24. Provisions of this agreement applicable on Allottee/subsequent Allottees

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

25. Waiver not a limitation to enforce

- 25.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement waive the breach by the Allottee in not making payments as per the payment plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and or binding on the Promoter to exercise such discretion in the case of other Allottee.
- 25.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

26. Severability

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

27. Method of calculation of proportionate share wherever referred to in the agreement

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

28. Further assurances

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

29. Place of execution

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Thiruvananthapuram after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-registrar. Hence this Agreement shall be deemed to have been executed at Thiruvananthapuram.

30. Notices

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below.

.....Name of Allottee

.....(Allottee Address)

Ms.....Promoter Name

.....(Promoter Address)

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

31. Joint Allottees

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

32. Governing Law

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

33. Dispute resolution

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

(Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder).

IN WITNESS WHEREOF parties herein above named have set their respective hands and signed this Agreement for sale at.....(city/town name) in the presence of a witnessing witness signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee : (including joint buyers)

(1).....

(2).....

At.....on.....in the presence of

SIGNED AND DELIVERED BY THE WITHIN

For SI PROPERTY (KERALA) PRIVATE LIMITED

Promoter

.....
(Authorized Signatory)

WITNESSES:

1. Signature
Name
Address
2. Signature
Name
Address

SCHEDULE 'A'

Apartment No. ____ on the ____ floor together with ____% undivided share (equivalent to approximately ____ ares) in the land and the rights to enjoy the common amenities/facilities along with the co-allottees and right to use the Car parking Space bearing No. ____ on the ____ Floor in the proposed Building Complex known as "TEMPLE TREE" on 12.86 Ares (which is 31.764 Cents (and 31.12 Cents as per Digital Survey)) comprised in Resurvey No. 102 (Old Survey No. 94A) of Peroorkada Village along with Building bearing No.s 5/1718, 5/1719, 5/1720, shop room No. 5/1720(3) the ground, Electric and Water Consumer Meters, fittings, well, hereditaments, premises and all the appurtenances thereto.

BOUNDARIES OF THE ABOVE MENTIONED PROPERTY IN 12.86 ARES

East : Property of Mrs. Saraswathamma and others

West : Corporation Road

South : Corporation Road

North : Property of Mrs. Lathika

SCHEDULE 'B'

Floor plan of the apartment.

SCHEDULE 'C'

PAYMENT PLAN BY THE ALLOTTEE

ESTIMATE OF CONTRACT & STATUTORY OUTGOINGS FOR TYPE C (3 BHK) APARTMENT IN "TEMPLE TREE"

SALEABLE AREA OF THE UNIT							
CARPET AREA OF THE UNIT							
RATE PER SQ.FT OF SALEABLE AREA							
LAND VALUE							
CONSTRUCTION VALUE							
TOTAL CONTRACT VALUE							
CONTRACT VALUE FOR GST CALCULATION (2/3RD OF TOTAL CONTRACT VALUE)							
SGST (3.75%)							
CGST (3.75%)							
CESS							
KERALA FLOOD CESS @ 1%							0
CONTRACT VALUE INCLUSIVE OF TAX							
PAYMENT SCHEDULE							
STAGES	Instalment %	INSTALMENT	CESSES	GST		KFCESSES	TOTAL
				SGST (3.75 %)	CGST (3.75 %)		
DISTRIBUTION OF PAYMENTS TOWARDS ADVANCE & STRUCTURAL WORK							
ADVANCE TOWARDS BOOKING	10	0	0	0	0	0	0
TOWARDS COMMENCEMENT OF FOUNDATION	15	0	0	0	0	0	0
TOWARDS COMPLETION OF FOUNDATION	15	0	0	0	0	0	0
DISTRIBUTION OF PAYMENTS TOWARDS STRUCTURAL WORK (DISTRIBUTED FOR EACH SLAB)							
COMPLETION OF GROUND FLOOR SLAB	3	0	0	0	0	0	0
COMPLETION OF FIRST FLOOR SLAB	3	0	0	0	0	0	0
COMPLETION OF SECOND FLOOR SLAB	3	0	0	0	0	0	0
COMPLETION OF THIRD FLOOR SLAB	3	0	0	0	0	0	0
COMPLETION OF FOURTH FLOOR SLAB	3	0	0	0	0	0	0

COMPLETION OF FIFTH FLOOR SLAB	3	0	0	0	0	0	0
COMPLETION OF SIXTH FLOOR SLAB	3	0	0	0	0	0	0
COMPLETION OF SEVENTH FLOOR SLAB	3	0	0	0	0	0	0
COMPLETION OF EIGHTH FLOOR SLAB	3	0	0	0	0	0	0
COMPLETION OF NINTH FLOOR SLAB	3	0	0	0	0	0	0
COMPLETION OF TENTH FLOOR SLAB	3	0	0	0	0	0	0
COMPLETION OF ELEVENTH FLOOR SLAB	3	0	0	0	0	0	0
COMPLETION OF TWELTH FLOOR SLAB	3	0	0	0	0	0	0
COMPLETION OF TERRACE FLOOR SLAB	3	0	0	0	0	0	0
DISTRIBUTION OF PAYMENTS TOWARDS APARTMENT INTERNAL WORK							
ON COMPLETION OF BRICKWORK	4.5	0	0	0	0	0	0
ON COMPLETION OF PLASTERING	4.5	0	0	0	0	0	0
ON COMPLETION OF PLUMBING & SANITARY LINES	4	0	0	0	0	0	0
ON COMPLETION OF FLOORING	4	0	0	0	0	0	0
ON HANDING OVER	1	0	0	0	0	0	0
TOTAL PAYABLE THROUGH INSTALMENTS	100	0	0	0	0	0	0

The above rates are exclusive of stamp duty, registration charges, documentation expenses, administrative expenses and any other charges relating to registration /conveying the title. These expenses are to be borne by the allottee.

Labour CESS and any other statutory charges will be collected as per the prevailing rates and will be varied from time to time as per Government decisions. Any additional amount in this regard is payable by the allottee.

Tentative Facility Commissioning Charge (Electricity, Water, Drainage Charges, etc. including 18% GST & 1% KFCES) of Rs. 295000/-, in addition to the total payable, shall be collected on demand during the construction phase.

This price estimate is subject to change depending upon the market forces, however the estimate once confirmed through the agreement will remain unchanged and will not be affected by escalation.

The payment schedule table shows the distribution of the total consideration towards different milestones and the milestones are not defined in chronological order. The internal works which are described after the roof slab in the payment schedule therefore will be taken up and progressed in the order of getting confirmations from customers to synch the activities.

Maintenance Deposit of Rs. 100000/- shall be collected from the allottee at the time of final settlement of accounts of the respective unit and deposited to the Owners Association Account at the time of handing over of the project.

Advance Monthly Maintenance Charges for 1 year at the rate of Rs. 3/- per square feet shall be collected from the allottee at the time of final settlement of accounts of the respective unit.

The above Invoices, except for the Maintenance Deposit, shall be subject to revision based on Government Decisions from time to time excluding all related taxes.

In addition to the above, the ALLOTTEE shall pay applicable TDS on immovable Property as envisaged in Section 194 (IA) of the Income Tax Act and submit the necessary certificate evidencing the said payment.

Stamp duties, fees and other expenses incidental to the Registration of Documents, Property tax, K.S.E.B. deposit, Transformer & Underground Cable Distribution Charges and other expenses incidental to Power and Lighting Connections, Water and Drainage Connection Charges, Payment towards Pollution Clearance, Water Tax, Service Tax, Building Tax, and any other taxes applicable and any other statutory charges shall be paid by you as and when intimated by the BUILDER. Any increase in the above charges resulting from statutory obligations shall also be met by the ALLOTTEE.

The BUILDER in addition to the permanent power shall also provide an additional back up/standby power to the SCHEDULE 'D' Apartment and the ALLOTTEE are required to pay to the BUILDER the charges for providing such facility as applicable. The ALLOTTEE shall be liable to pay the consumption charges of back-up/standby power to the BUILDER /OWNERS' ASSOCIATION.

Schedule 'D' (Specifications)

Foundation & Super Structure:	Pile foundation & RCC framed structure as recommended by the Structural Consultant based on soil test report
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Tiling - Interior:	Virrified Tiles [MRP: Rs 73 Sft] for entire apartment except Toilets and Balcony floors. Toilet and balcony floors with suitable anti-skid tiles [MRP: Rs 50 Sft].
Doors / Windows:	Veneered and polished flush door for Main entrance with Architrave [MRP: Rs 350 Sft]. Flush door with Painted finish [MRP: Rs 180 Sft] for Interior and water resistant coating on the side facing the toilets [MRP: Rs 180 Sft]. Windows made of powder coated Aluminium section with Fixed Sliding Openable Panel [MRP: Rs 375 Sft] type selected according to the cardinal geographical directions and use.
Balcony Door	Powder coated Aluminium section with Fixed Sliding Openable glazed window panel [MRP: Rs 400 Sft]. Panel type selected according to the cardinal geographical directions and space.
Grill	MS safety grills for all external windows according to Architect's design [MRP: Rs 125 Kg].
Kitchen:	Kitchen Counter with Granite Top [MRP: Rs 280 Sft] and Single Bowl Stainless Steel with Drain board [MRP: Rs 9500/No.]. Tiles [MRP: Rs 65 Sft] above the Counter to a height of minimum 40 cm. Work Area with Single Bowl Stainless Steel Sink [MRP: Rs 4000/No.] and Dado [MRP: Rs 65 Sft] up to 40 cm height, for counters abutting a wall.
Toilet	Ceramic/vitrified tiles [MRP: Rs 55 Sft] up to a minimum height of 2.1m. White Sanitary Fixtures and branded C.P. and sanitary fittings [EWC: Rs. 3500, Flush Tank: Rs. 3250, Control Plate: Rs. 2000, Wash Basin: Rs. 2000, Overhead shower with arm: Rs. 1100, Health Faucet: Rs. 850, Angle Valve: Rs. 400, Stop cock: Rs. 650, Concealed Divertor: Rs. 1850, Bath spout: Rs. 850, Bib cock: Rs. 600, Pillar cock: Rs. 1200]
Fire	Fire fighting system as per requirement specified by Local Fire Force Authorities.
Painting	Interior: Emulsion paint finish for interior walls and ceiling over required coats of Putty.
Electrical	Concealed three phase wiring with ISI marked superior quality PVC insulated copper cables, Modular switches, adequate light and fan points and power plug sockets. Independant Energy Meter for each Apartment.
Generator:	Generator (125 kva capacity) back-up to the designated points for each Apartment

Schedule 'E' (Common Amenities)

- CCTV - 4 cameras - at reception lobby
- Biometric Access Control to main entrance lobby
- Fitness Centre with 2 treadmills, 1 magnetic bike, 1 multi gym and dumbbells for 50 kg
- Wi-Fi enabled main lobby
- Intercom facility
- Roof Top Party Area
- Association Room
- Swimming Pool
- Mini Home Theatre

Schedule 'F'

RIGHTS ACKNOWLEDGED BY THE ALLOTTEE

1. Full right and liberty for all persons who, along with the ALLOTTEE, own the Land described in SCHEDULE "A" hereto (together with all persons authorized or permitted by such persons), at all times by day or by night and for all purposes to go, pass or repass the staircase and the passage inside and outside the proposed Building subject to adherence to the Safety Guidelines as described in the Agreement.
2. Full right and liberty to the persons referred to supra in common with all other persons with or without motor cars or other permitted vehicles at all times, day and night, and for all purposes to go, pass and repass over the Land appurtenant to the buildings constructed on the Land described in the SCHEDULE "A".
3. The right to subjacent, vertical, horizontal and lateral support and shelter and protection from the other parts of the aforesaid buildings and from the side and roof thereof and to provide the same to other Owners.
4. The free and uninterrupted passage of running water, conduits or circuits for electricity, drainage of bio waste to and from the construction Site through the sewers/septic tanks/STP, drains, etc., and water courses, pipes and wires which now are, or may at any time hereafter be, in, under or passing through the building or any part thereof.
5. Right of passage for the persons in common with all other persons and their agents, licensees or workmen to the other parts of the Building at all reasonable times, on notice,

6. To lay cables or wires through common walls or passages in a manner that is aesthetically acceptable for electrical and electronic devices or facilities including air conditioner, dish antennas, solar panels, telephone, video or computer installations, etc. respecting the equal right of the other Owners.
7. Full right and liberty to the BUILDER herein to retain and or sell the remaining undivided shares in the SCHEDULE "A" Property either with or without rights over parking to such other person or persons as they may decide and the ALLOTTEE agree that they shall not in any manner question such rights of retention, sale, transfer or conveyance to any persons in any manner the BUILDER decide.
8. The BUILDER'S right to do all or any other acts aforesaid without notice in case of an emergency.
9. Full right and liberty to the BUILDER to fix the workings for computation of the Monthly Maintenance Charges for each and every Unit in the Building Complex / Project being implemented in the Schedule "A" Property, the revision of which can be done by the Owners' Association only after the Project is handed over to it by the BUILDER.

Schedule 'G'

RESTRICTIONS ON THE RIGHTS OF THE ALLOTTEE

The ALLOTTEE in common with other co-owners and occupiers, where applicable, shall have and be bound by the following rights, restrictions duties and mutual obligations. The ALLOTTEE, so as to bind themselves, their Heirs, Legal Representatives, Executors, Administrators and Assigns with the consideration of promoting and protecting their rights as the owner of the construction and in consideration of the covenants of the BUILDER binding on the ALLOTTEE of other undivided interest in the Property described in SCHEDULE "A" hereto and the construction thereon, doth hereby agree to be bound by the following covenants:

any manner which might cause disturbance for the free ingress or egress from any other part of the constructions.

4. Not to use or park in any area not specifically earmarked or temporarily or permanently allotted for the purpose or to which reserved and exclusive right has been given, nor to prevent ingress or egress to the complex or other reserved spaces and parking lots. Not to permit non-residents who are known to the ALLOTTEE to park vehicles within the Compound indefinitely, without the prior permission of the Association. In the event of any Residents requiring additional car parking space, the ALLOTTEE shall permit him/her to use the same on a mutually agreed condition and inform the Association in writing about the same.
5. Not to make any change or alteration in the complex or its elevation or its open space including fixing of air conditioners in places other than those provided, or fixing of name boards/advertisements in common areas or building exterior, or drying clothes in the garden, (whether exclusive or otherwise or enclosing balconies, or covering open terraces) or affecting in a manner the elevation, ventilation or the free use of air/space/light by other co-owners/occupiers, except after obtaining consent of all other owners of the complex and in conformity with the rules and regulations as laid down by the Sanctioning Authority or any other competent authority.
6. Not to carry on or permit to carry on any trade or business in the complex except for Units earmarked for the same; nor use for storage in the complex of any material which is offensive, hazardous or inflammable or is likely to be a nuisance or danger to the owners and occupiers of other apartment Units and not to do any act or things that may render void any approval or sanction that has been obtained for the complex as a whole.
7. Not to do or permit to be done any act or things that may render void or voidable any insurance of the complex or any part thereof or cause any increased premium to be paid in respect thereof.
8. Not to default in the payment of any taxes or levies to be shared by the other joint owners of the Property described in SCHEDULE "A" above or expenses to be shared by the owners of the constructions thereon or of any specified part thereof.
9. Not to decorate the exterior of the building complex to be constructed otherwise than in a manner laid down by the BUILDER or as decided by the Owners' Association.
10. Not to make any arrangements for the maintenance of the buildings referred to for ensuring the common amenities therein for the benefit of all concerned other than such arrangements made by the Owners holding a majority of shares in the proposed construction or by the BUILDER. All decisions of common interest for the complex as a whole would be on the basis of a simple majority where each apartment unit is entitled to one vote.
11. Not to keep stock or display of any wares or any other material in the corridors or in any place intended for common use.
12. Not to display any signboard, advertisement board, or designs without the prior approval of the BUILDER and in places not sanctioned by the BUILDER.

13. Not to claim partition of his share in the land described in SCHEDULE "A" hereunder and the same shall remain undivided and partitionable.
14. Not to demand either individually or forming part of the Owners' Association any of the following: -
 - a) Revision of the Monthly Maintenance Charge workings prior to the Handing Over of the Project by the BUILDER to the Owners' Association during which time the BUILDER alone shall have the absolute authority to do the same.
 - b) Any change in design of the proposed Building Complex, its Construction Related Activities or its Financial Aspects.

Schedule 'H'

TERMS ACCEPTED BY THE ALLOTTEE

1. The ALLOTTEE, in proportion to their share, along with other owners in proportion to their shares, shall be deemed to have accepted the following conditions and to bear the following expenses:

To bear all expenses for the maintenance of the complex from the date of communication of the BUILDER that the Apartment as described in SCHEDULE "D" hereto is completed and ready for delivery, in common with other owners of Apartments and undivided share in the Land described in SCHEDULE "A" hereto:

Such expenses include:-

- a) All rates and out-goings payable if any in respect of the Land described in SCHEDULE "A" hereto and the building thereon.
- b) Cost for the upkeep and Maintenance of the Complex and facilities
- c) Cost for the Services and Salaries for Common Services

Any owner / occupier failing to pay and meet such common expenses shall be liable to be deprived by the other co-owners of the right to enjoy all or any of common amenities / facilities including the common electricity and water connections. Such deprivation of rights shall be without prejudice to the obligation of the ALLOTTEE to make payment for all common expenses.

2. The ALLOTTEE shall file, at the request of the BUILDER, any applications, undertakings or papers with any Authority of the State (like Registering Authorities, Development / Corporation / Municipal & Panchayath authorities, Electricity Board & Electrical Inspectorate, KWA (for water and sewage), Airports Authority of India, Fire/Pollution Departments, Cable, Gas Connections (if applicable) and other similar service providing agencies, etc.) or Central Government on any matter relating to Conveyance, Construction and Development, etc.

However, any such Applications that the Authorities accept from a Third Party are collected from the ALLOTTEE and routed by BUILDER. To enable the BUILDER,

to achieve the aforesaid Services Connections etc. the ALLOTTEE shall give written consent to the BUILDER along with this Agreement authorizing the BUILDER.

3. The ALLOTTEE understand and agree that besides construction, the other performances undertaken by the BUILDER shall include:-

1. Obtaining Sanctions Revised Sanctions and Completion Occupancy Certificate from the Competent Authorities.
2. Obtaining clearance from the Fire Force, Pollution Control Board, Electrical Inspectorate and all other Statutory Authorities for the completion of the said BUILDING COMPLEX.
3. Liasoning and arranging with the Electricity Board, Electrical Inspectorate, KWA for Sewage and Water connection (subject to availability), etc. for the supply of the respective connections to the Apartment or the Complex as a whole as applicable.

However, the BUILDER shall not be responsible for any delay in obtaining the above Clearances/Connections for reasons that are not attributable to them.

4. The ALLOTTEE shall, at the time of Handing Over of their Unit pay to the BUILDER in advance, 12 Months' Monthly Maintenance Charges, along with applicable Taxes, at the rate prevailing in the Project and given in the Final Statement of Accounts. Any revision in the same, if made subsequently, will be adjusted thereafter. The Monthly Maintenance Charges due, if any, from the ALLOTTEE at the time of Handing Over of the Project to the Owners' Association will be deducted from his/her Maintenance Deposit retained by the BUILDER before the same is given to the Owners' Association. For the ALLOTTEE despite being a Member, to have a say in the ASSOCIATION they shall maintain a no due account, for which they shall remit all the dues including the Maintenance Deposit to the Association along with interest at 10 % which is subject to change by the Owners' Association.
5. That the ALLOTTEE shall always remain liable to indemnify the BUILDER against all risks, costs and damages that it may be put to vis-a-vis the construction of the building or any part thereof on account of any act of the ALLOTTEE.
6. That ALLOTTEE shall be liable for the charges pertaining to Meter Rent, Electricity (both Individual and Common), Water, Pollution charges, Maintenance Charges and other Taxes due to the Corporation / Panchayat/PWD or any other Government bodies and all other applicable charges stipulated elsewhere in this Agreement, from the date of communication by the BUILDER to the ALLOTTEE expressing their readiness to hand over possession of the Apartment described in SCHEDULE "D" herein.
1. The ALLOTTEE shall be liable to pay the one time Building Tax, if payable, under the Kerala Building Tax Act, 1975 as and when the same is informed to the ALLOTTEE by the concerned Authorities.
2. That the ALLOTTEE hereby agree and undertake to become liable for his share of management of the proposed constructions and services on intimation by the

BUILDER to the ALLOTTEE, expressing readiness to hand over possession of the construction contemplated herein. However, if they deem fit, the BUILDER may, without consequential liabilities, agree to undertake such maintenance of the common amenities for further periods against payment of such sums as may be determined by the BUILDER from time to time. However, under no circumstances, would the BUILDER undertake such responsibilities for a period exceeding twelve months from the date of delivery of possession of the first apartment in the proposed complex. Any actual expenses incurred for providing temporary supplies of power, water, maintenance, security staff etc. for the occupation of the premises shall be met by the ALLOTTEE till such time the permanent arrangements are obtained.

3. That the ALLOTTEE shall be responsible for the health and safety of their family members or any visitors both during construction and after handing over and shall take requisite safety precautions in this regard. The ALLOTTEE shall satisfy themselves with the adequacy of safety norms used in the Building.
4. That the BUILDER reserve the right to unilaterally assign this contract to any third party after giving due notice to the ALLOTTEE. That in the event of the ALLOTTEE desiring to assign their rights under this Agreement to any Third Party during the pendency of this Agreement, the ALLOTTEE shall obtain the prior permission of the BUILDER in writing in addition to payment of upto 2% of the Contract Value to the BUILDER.
That in the event of the ALLOTTEE transferring her Apartment Unit, all the provisions contained herein and the obligation arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment unit, as the said obligations go along with the Apartment Unit for all intents and purposes.
5. That the ALLOTTEE agree to strictly adhere to the terms and conditions that may be formulated by the Association of Owners of Built-Up Space in the Building Complex being built on the Land described in SCHEDULE "A" hereto.
6. The ALLOTTEE shall immediately upon change in their address/telephone number/email id inform the BUILDER regarding the change and any Communication sent by the BUILDER to the ALLOTTEE in their last known address shall be deemed to have been served on the ALLOTTEE.
7. The ALLOTTEE agree that any notice or correspondence sent to him/her by the BUILDER under this Agreement shall be addressed and sent to his/her address mentioned in this Agreement and such notices and correspondences are deemed to have been served on the ALLOTTEE if addressed and sent by certificate of posting or by courier or by hand delivery or by e-mail. The BUILDER is not responsible for non delivery due to change in the address if the ALLOTTEE changing the address has not intimated in writing the change in the address.
8. The ALLOTTEE agrees that if there are deviations in the Standard Specifications or in the extra/additional works as suggested by the ALLOTTEES and undertaken by the BUILDER, delay on account of the same shall be reckoned for the purpose of Handing Over commitment and the Handing Over shall stand automatically extended in order to cover such delay.

9. The ALLOTTEES accept and agree that no external agencies shall be permitted to carry out Extra Additional Work before the Unit is handed over. The BUILDER shall at the request of the ALLOTTEE carry out possible internal changes/alterations, provided that:-
- i) The ALLOTTEE agree and accept that the estimated cost for the Extra Additional Works initially provided, be it any work including alterations and additions in Brickwork, Plastering, Electrical, Tiling, Painting, execution of Wardrobes, Cabinets, Locks etc. is subject to variation according to specific pattern adoption & the actual measurements taken at the time of finishing and Handing Over, which will be reflected in the Extra Additional work Final Bill.
 - ii) The changes/alterations are in the opinion of the BUILDER technically feasible, aesthetically appropriate and consistent with the stage of construction prevailing at the time when the request is made.
 - iii) The ALLOTTEE have accepted in writing the written estimate of the BUILDER for causing, undertaking, supervising and implementing such changes/alterations, and the Payment towards the cost of alterations/changes is complied to by the ALLOTTEE. The payment Schedule for such alterations/changes would be :-
 - a. 75% of the estimated cost along with acceptance of the Estimate.
 - b. The balance payable on demand from the BUILDER according to the progress of work done. In working out the estimate the BUILDER shall reduce from the projected actual material (including wastage wherever appropriate) and labour cost for the changes/alterations as per the original estimate of the BUILDER, the cost price of work substituted if any, and on the difference, charge towards causing, supervising and implementing such change. However, no rebate will be given where:-
 - An agreed Specification or fitting is deleted after providing the same in the Apartment or procuring materials:
 - Or
 - The substitute is of lower value than the agreed Specification or fitting.
 - c. The BUILDER shall not be liable for any inconvenience or reduction in utility caused to the ALLOTTEE as a result of such changes/alterations requested by the ALLOTTEE.
 - d. The ALLOTTEE shall timely confirm (in writing/ Email) the Extra / Additional Work and modifications to the BUILDER in order to avoid any delay/ confusion in completing the work. The ALLOTTEE are also requested not to give any Oral request for changes in his/ her Unit to the Site in Charge unless it is followed up with the Written Request to the Office/ Site.
 - e. The BUILDER hereby undertakes to carry out the Extra/Additional Work in the Apartment, if and as required by the ALLOTTEE, subject to the Terms and Conditions that shall be entered into by an Extra/ Additional Work Offer Letter. The BUILDER

Builder assumes that the Extra/Additional Work thus carried out will adhere to the Quality Objectives of the Building.

- f. In the event of the ALLOTTEE preferring to have materials other than the standard Specifications, the ALLOTTEE shall ensure that it is supplied at the Site under the supervision of the ALLOTTEE or her representative and comply with the rules and guidelines of the BUILDER in this regard.
- g. The BUILDER shall not be held liable or responsible for delay in procuring materials other than the standard Specifications in the event of the ALLOTTEE preferring for the same. The ALLOTTEE agree and accept that the delay in procuring such materials due to its non-availability in the market or for reasons beyond the control of the BUILDER, shall lead to delay in the completion of and handing over of the Apartment Scheduled in 'D' hereunder and the BUILDER shall not held liable or responsible for the same.
- iv) In the event of the ALLOTTEE intending to carry out Additional Work on their own, they shall do so at their own risk and cost after Handing Over of the Unit subject to the conditions specified below after obtaining prior approval from the BUILDER / OWNERS' ASSOCIATION whichever is applicable :-
 - a) The ALLOTTEE shall be responsible for arranging and maintaining at their cost, all Labour, Materials, Tools & Machinery, Electricity etc., needed for the execution of the work. The ALLOTTEE shall also take measures to ensure that no nuisance is created to the other Co-Allottees / Residents in the Complex.
 - b) The ALLOTTEE shall ensure that no damage is caused to the work executed by the BUILDER. In case of such damages, the ALLOTTEE undertake to make good the same at their own risk and cost. Any defects reported with respect to such Extra/Additional Work directly carried out by the ALLOTTEE shall not be considered for rectification by the BUILDER during the free Maintenance Period of Six Months from the date of taking Possession of the Unit.
 - c) The ALLOTTEE shall also ensure that the Common Areas are not affected/ utilized by/ for their activity. In the event of any damage, the ALLOTTEE shall make good the replacement/repair loss. Safety of the Labourers and Materials, Loading, Unloading, etc. lies with the ALLOTTEE during the work execution period. The ALLOTTEE shall not be permitted to carry out preparatory works in any area other than their own Unit and shall not use the Lifts for the purpose of transportation of the Material when alternative means are available.
 - d) The ALLOTTEE shall ensure that the Extra/Additional work in their Apartment shall not cause any damage to the neighbouring Apartments which include the Apartments above and below, in which case he shall set right the defects/damages at his own costs and expenses.
 - e) The ALLOTTEE shall furnish with the BUILDER / AUTHORISED PERSONS ASSOCIATION details of the Labourers deputed for the work along with relevant ID proof/records such as Aawaz Card, Adhaar Card, Voters ID or such other ID proof of the labourers/workers. In the case of deploying Migrant Labourers, the ALLOTTEE

shall deliver or cause Labourer and / or remove the details of such Migrants to the nearest Police Station. The ALLOTTEE shall also ensure that the Labourers strictly adhere to the systems and procedures in practice. The Labourers of the ALLOTTEE who enter the site or premises shall compulsorily prove their identity and enlist their names in the relevant Registers if required and adhere to the respective Rules then in force.

- vi) The responsibility of all the labourers/workers of the ALLOTTEE shall solely vest with the ALLOTTEE. The BUILDER shall not be liable in any manner for any injury or damage caused to the labourers/workers of the ALLOTTEE or his/her agency representative in the course of extra work being carried out.
 - vii) The ALLOTTEE shall bear the cost of Electricity, Water or any other Services which he makes use of, for the purpose of carrying out Extra work which includes the cost of using Lift for shifting the raw materials in the event of alternative means not available.
 - viii) The ALLOTTEE shall give an Undertaking to the BUILDER in tune to the above terms.
10. The BUILDER shall have the right to demand Post Dated Cheques from the ALLOTTEES at the time of booking of the Unit to ensure timely Instalment remittances. The ALLOTTEES shall deposit with the BUILDER Post Dated Cheques for the payments as per Schedule "G" hereto at the time of booking of the Unit to ensure timely Installment Remittances. The BUILDER on achieving the particular milestone shall duly inform the ALLOTTEES regarding the same and present the corresponding Cheque for encashment within 5 days of sending such intimation.
11. The ALLOTTEE agrees that in any event the Cheque presented by the BUILDER gets dishonoured, the BUILDER will be entitled to receive interest @ 15% per annum for the delayed payments. In the alternative the compensation shall be set off by taking into account the delays attributed to both the Parties and interest levied accordingly. In the event of the ALLOTTEES not taking necessary steps to make good the payment of the dishonoured Cheque, the BUILDER at its discretion shall be entitled to terminate this Agreement by issuing a Notice calling upon the ALLOTTEE to make the payment and if the ALLOTTEE fails to make the payment, the Agreement shall be deemed to have been terminated.
12. The BUILDER may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the ALLOTTEE in not making payments as per the PAYMENT SCHEDULE including waiving the payment of interest for delayed payment. It is made clear and so agreed by the ALLOTTEE that exercise of discretion by the Builder in the case of one ALLOTTEE shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees. Similarly, failure on the part of the BUILDER to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.
13. The ALLOTTEES accept and agree that the BUILDER shall retain the right to change or alter, at their sole discretion, the design of the Complex, however within the bounds of Public Rules and the ALLOTTEE shall not on any ground whatsoever disrupt /

interrupt the work or construction of the Land hereby mentioned before the work is being carried out including the minor changes in dimensions in the Apartment mentioned in SCHEDULE "A". If any, along with the Specification as mentioned in SCHEDULE "D" and such change or alteration could include:

- I. Re-designing the individual Apartments in the Complex.
- II. Combining or sub-dividing the various individual Apartments.
- III. Re-designing relocating the Common Amenities.
- IV. Changing the Color Scheme of the Building.
- V. Design, features and components of Common Amenities.
- VI. Re-arrangement of the Car Parking.

However, in making such changes alterations, the BUILDER will ensure that the ALLOTTEE'S rights described in SCHEDULE "F" and the Apartment as described in SCHEDULE "A" hereto are not affected or changed.

The ALLOTTEE hereby give their consent and authority to the BUILDER for any kind of variations alterations modifications as the BUILDER may deem fit and necessary or as may be directed and/ or required by the Local Authorities or any Government/Public Authority to be made in such Plans or constructions as may be necessitated due to exigencies. Such alterations/verifications/modifications shall not however be made which will substantially alter the size of the Apartment or its external dimensions.

The BUILDER undertakes to inform and seek consent from the ALLOTTEE in the event of such alteration resulting in substantial change to the dimensions of the Apartment Structure before proceeding with such revision. In such a circumstance the BUILDER and ALLOTTEE agrees to amend the Contract terms by executing a Supplementary Agreement.

14. The ALLOTTEE agrees that simultaneous with the taking of possession of the Apartment by the ALLOTTEE or Handing Over of the Complex by the BUILDER, whichever is earlier, any defects in the materials or workmanship reported in writing in a detailed Check-list to be provided by the BUILDER to the ALLOTTEE (which the ALLOTTEE shall be obliged to complete prior to taking possession of the Apartment) and not caused by any act of commission or omission of the ALLOTTEE shall be rectified free of cost by the BUILDER. The ALLOTTEE and BUILDER hereby specifically agree that upon taking possession of the SCHEDULE "D" Apartment by the ALLOTTEE after Check-Listing as aforesaid, it shall be deemed that the ALLOTTEE accepted the same as fully completed in all respects as per the Specifications described in SCHEDULE "E" and ALLOTTEE shall not have any claim against the BUILDER for any items of work in the SCHEDULE "D" Apartment which may be alleged as not carried out or completed by the ALLOTTEE. The Check List shall also include additional/extra work executed by the BUILDER.

15. The ALLOTTEE agrees to accept and retain "TEMPLE TREE" and/or any other name as proposed by the BUILDER as the Name of the Complex and not to change or deface the same. The ALLOTTEE further agrees to permit at all times the BUILDER to display its Name/Logo/Glow Sign/LED Boards/Flex Boards/Boardings, etc. anywhere in the Building as desired by the BUILDER and in any prominent locations

In the premises of the above and former clause BUILDER's shall and thought to make any modification to the same or otherwise in order to bring Over of the Project to the Registered Owners' Association.

16. The ALLOTTEE accepts and agrees that the BUILDER shall make every effort to get Electrical, Water, Pollution and Sanitary connections to SCHEDULE "D" Apartment within the time stipulated. But the BUILDER shall not accept any responsibility for delay in getting such connections, clearances, certificates from the statutory bodies authorities. The ALLOTTEES hereby agree that they shall not raise any claim whatsoever for these delays. In the meanwhile, the BUILDER shall make temporary arrangements for Electricity, Water (including purchased water), Sewage and other Service Connections until permanent Services are available and the ALLOTTEES shall be bound by the Terms stipulated in this Agreement and or the guidelines elaborated in the Handing Over Letter, including payment for the same, in this regard.
17. The ALLOTTEE shall remove at their own cost all temporary fittings (if any) erected for his / her safety purpose in the Common Area including corridor during the Construction of the Complex, upon intimation by the BUILDER towards the Completion of the Project.
18. That the BUILDER'S reserve the right to display the names of the Allottees on the Directory Board at Project Site as per the records available with the BUILDER.
19. The ALLOTTEE accept and agree that the Building Structure because of its very nature of vertical expansion has the Plumbing / Sanitary / Electrical or similar lines interconnected vertically through the Apartments. The ALLOTTEE agree to co-operate with other OWNERS/ ASSOCIATION OF OWNERS, in case of repairs that calls for accessing any area inside their respective Apartments.
20. The ALLOTTEE hereby agree, undertake and covenant that he shall permit the BUILDER/ Owners Association and/or the agency appointed for the maintenance of all common areas and facilities in SCHEDULE 'A' Property with or without workmen at all reasonable times to enter into and upon the SCHEDULE 'D' Apartment/Parking Space or any part thereof for the purpose of repairing and maintaining, renovating, beautifying, rebuilding, cleaning and keeping in order and condition all services, wires, cables, structures, drains, water covers, pipes, gutters or other conveniences belonging to or serving or used for the building and also for the purpose of laying, maintaining, changing, repairing and testing drainage, sewage, water pipes and electric wires and for similar purposes and also for the purpose of disconnection of the supply of water and electricity etc., to the units/parking space etc., or other common areas of the building or to the occupiers of such units/parking spaces etc., as the case may be who have defaulted in paying their share of water, electricity and other charges and common expenses and also for non-compliance of the terms of this Agreement.
21. The common maintenance of the building shall be carried out by the BUILDER till the TEMPLE TREE Owners Association is formed and Managing Committee is elected. The proportionate maintenance expenses payable by the ALLOTTEE till the

formation of the Association shall be paid to the BUILDER, along with the applicable taxes and incidental charges.

22. It is hereby agreed by the ALLOTTEE that they shall be bound by any decision made by the Owners' Association regarding the Re-development of the Project in future. In the event of difference of opinion among the Allottees Owners' on the subject, the decision of the then Owners' Association shall be final and prevail and shall not be challenged by the Allottees Owners or their successors.

23. It is further agreed that such Re-development shall be governed by the then existing prevailing Acts or Laws framed by the State or Central Government from time to time regarding multi-storied developments.

Schedule 'F'

RESTRICTIONS ON THE USE OF THE COVERED / OPEN CAR PARKING SPACE (IF ALLOTTED)

That the ALLOTTEE hereby agree that: -

1. They shall not use the Car Parking Space, more fully described in SCHEDULE "D" hereto, for the purpose of Parking any heavy vehicles or to stock any goods whatsoever and that the said Parking Space will be used only for the purpose of Parking Roadworthy Light Motor Vehicles like Car, SUV, Scooter, Motorcycle, etc.
2. They shall not use the car parking space, more fully described in SCHEDULE "D" hereto, for the storing of any inflammable material or goods.
3. That the ALLOTTEE shall Rent / Lease out the Car Parking Space allotted to him ONLY to Other Allottees / Tenants who reside within the Project / Complex and not otherwise.
4. They shall not put up any temporary or permanent constructions or erections on or around the car parking space, more fully described in SCHEDULE "D" hereto.
5. To refrain from using the Property described in SCHEDULE "D" hereto, in any manner that would affect any of the structures on the SCHEDULE "A" Property.
6. To strictly adhere to the terms and conditions that may be formulated by the Association of Owners of Built-up Space in the proposed Complex being built on the Land described in SCHEDULE "A" hereto.
7. To give right of ingress to and egress from all other parts of the basement floor of the proposed Complex built on the Land being built on the Land described in SCHEDULE "A" hereto, for all the other owners of other covered / open car parking spaces in the proposed complex.
8. That the BUILDER and the ALLOTTEE hereby agree that after taking possession, the ALLOTTEE shall be free to sell the Car Parking Space more fully described in

SCHEDULE "D" hereto, only to Other Allottees Owners who own reside in the Project Complex and not otherwise, except in circumstances when it is sold along with the undivided interest in the Land after paying all the amounts due to the BUILDER ASSOCIATION and by complying with the related Statutory Formalities then in force.

Schedule "F" •

THE BUILDER'S COVENANT

1. The BUILDER covenants with the ALLOTTEE that the Agreement executed by the BUILDER with all other owners for construction of all Apartments in the Land described in SCHEDULE "A" hereto shall contain the restrictions set forth above. That the BUILDER or their assignees or lessees claiming under, through or in trust for the BUILDER will always respect the rights of the ALLOTTEE mentioned in this Agreement.
2. The BUILDER transferring, leasing or contracting to construct any flats hereafter shall faithfully follow the covenants herein contained and shall not confer any right not reserved for the ALLOTTEE herein nor contracted to be shared by the ALLOTTEE herein.
3. The BUILDER accept and agree that any covenant by the BUILDER in future in any Deed or document reducing or altering the right of the ALLOTTEE or imposing on the ALLOTTEE any restrictions not found herein shall be void.

IN WITNESS WHEREOF the parties above named have hereunder affixed their hands on the day, month and year first above mentioned.

WITNESSES:

ALLOTTEES

For SI PROPERTY (KERALA) PRIVATE LIMITED

MANAGING DIRECTOR

For SI Property (Kerala) Pvt. Ltd.

Managing Director
BUILDER