

AGREEMENT OF SALE

THIS AGREEMENT OF SALE IS MADE AND EXECUTED AT BANGALORE ON THIS THE ----- DAY OF ---TWO THOUSAND AND -----(---/---20---) BY AND BETWEEN:

BY AND BETWEEN:

M/s. SRICHAKRA ENGINEERING EQUIPMENTS, Partnership Firm, having its registered office at Plot No.21(A1), 2nd Phase, Peenya Industrial Area, Bangalore-560 058 (PAN -AAGFS 7693R) and represented by its Partners:

- 1) **Mr.R.Vijayaraghavan**, S/o.Late.Mr.P.S.Rangaswamy, aged about 70 years, residing at No.193, Tower 3, Pebble Bay Apartments, 1st main road, Dollars Colony, RMV 2nd stage, Bangalore-560 094 (Aadhaar No.5702 6738 4725)
- 2) **Mrs.P.Ganapriya**, W/o.Mr.R.Parthasarathy, aged about 63 years, residing at No.899, 9th A Cross, West of Cord Road, Near Punjab National Bank, 2nd stage, Mahalakshmpuram, Bangalore-560 086 (Aadhaar No.4873 7372 4576)
- 3) **Mr.R.Parthasarathy**, S/o.Late.Mr.P.S.Rangaswamy, aged about 68 years, residing at residing at No.899, 9th A Cross, West of Cord Road, Near Punjab National Bank, 2nd stage, Mahalakshmpuram, Bangalore-560 086 (Aadhaar No.5828 1798 2995)
- 4) **Sri.Vikram Vijayaraghavan**, S/o.Mr.R.Vijayaraghavan, aged about 38 years, residing at No.193, Tower 1, Pebble Bay Apartments, 1st main road, Dollars Colony, RMV 2nd stage, Bangalore-560 094 (Aadhaar No.9643 8875 4974)
- 5) **Mr.Nitesh Parthasarathy**, S/o.Mr.R.Parthasarathy, aged about 33 years, residing at No.899, 9th A Cross, West of Cord Road, Near Punjab National Bank, 2nd stage, Mahalakshmpuram, Bangalore-560 086 (Aadhaar No.7799 4364 1583)

Represented by their General Power of Attorney Holder M/s.Renaissance Holdings and Developers Pvt. Ltd, inturn represented by its Director Mr.N.S.Ramanj

Hereinafter referred to as the **FIRST PARTY/OWNER**” (which expression shall, unless repugnant to the context, mean and include its Partners, Administrators, successors-in-business, include all their respective legal heirs, representatives, administrators, executors, successors-in-interest and assigns etc.,) **OF THE FIRST PART**

AND

M/s RENAISSANCE HOLDINGS AND DEVELOPERS PRIVATE LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at No.50, 17th cross, 8th Main, Malleswaram, Bangalore-560 055, represented by its Director Mr.N.S.Ramanj or Authorized Signatory.

Hereinafter referred to as the **“SECOND PARTY”** or the **“DEVELOPER”** (which expression shall, unless repugnant to the context, mean and include its Board of Directors, Administrators, successors-in-business, include all their respective legal heirs, representatives, administrators, executors, successors-in-interest and assigns etc..,) **OF THE SECOND PART:**

TO AND IN FAVOUR OF

(Hereinafter referred to as the **"PURCHASER/S/ALLOTTEE/S"**, which term wherever the context permits shall mean and include his/her/their heirs, successors, assigns, legal representatives, executors and administrators) **OF THE THIRD PART.**

WITNESSES AS FOLLOWS:

WHEREAS,

- I.** The First Party is the sole and absolute owner of the land bearing Site No.54/1 (Old Municipal No.54/B), measuring East to West-109 feet and North to South-108 feet, thus admeasuring 11,772 Sq.ft., situated at 17th cross, Malleswaram, Bangalore , which is morefully described and hereinafter referred to as **“SCHEDULE A PROPERTY”**, having acquired the same vide Sale Certificate dated 01/02/2010, executed by the Authorized Officer of the Karnataka State Financial Corporation, i.e, KSFC, in favour of the Owner herein.
- II.** Pursuant to the acquisition, Katha for the Schedule A Property has been mutated in the name of the Owner/First Party which was re-assigned as

Municipal No.54/1, now bearing PID No.7-35-54/1, who has been paying up-to-date taxes thereto.

- III.** Thus the Owner has acquired absolute ownership over Schedule A Property and is in peaceful possession and quiet enjoyment of the Schedule A Property with clear, valid, subsisting, unimpeachable and marketable title to the same.
- IV.** The Owner and the Developer have entered into Development Agreement (DA) dated 03/05/2023, registered as document No. VJN-1-01153/2023-24, stored in CD No. VJND 1322, in the office of the Sub Registrar, Vijayanagar, Bangalore for development of Schedule A Property into residential development and on such development, the Owner and have agreed to share the revenue in the development as per the terms agreed in the said DA. Pursuant to the said terms agreed therein, the Owner has authorized the Developer to, interalia, sell and dispose of the Project along with such other powers related to the development of the Schedule A Property under the Power of Attorney dated 03/05/2023, registered as Document No.VJN-4-00023/2023-24, Book IV, stored in CD.No.VJND 1322, in the office of the Sub-Registrar, Vijayanagar.
- V.** The said Schedule A Property is earmarked for the purpose of building a residential project, comprising of multistoried apartment buildings and the said project shall be known as “**RENAISSANCE SRICHAKRA**” (“Project”).
- VI.** The Developer/Promoter has obtained the final sanctioned plan, specifications and approvals for the Project/ Apartment from Bruhat Bangalore Mahanagara Palike vide Order bearing LP No. BBMP/Ad.Com./WST/1183/23-24, dated 28/03/2024 issued by Assistant Director, Town Planning, BBMP for the construction of the Residential Apartment Building consisting of 8 Apartments/Units. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable; plan showing the location of the construction of the project is described in **ANNEXURE-1** hereunder.
- VII.** The persons who are desirous of owning an Apartment in the Project could be nominated by the Promoter to purchase proportionate undivided share in Schedule A Property.
- VIII.** The Developer has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority of Karnataka, and the Regulatory Authority has registered and granted Registration No. _____ to the said Project.
- IX.** By virtue of the aforesaid Development Agreement and as per the scheme of development formed by the First Party/Owner and the Developer herein, any person(s) who is/are interested in owning a residential apartment(s) in the said Building being constructed on the Schedule A Property shall purchase

proportionate undivided share in the Schedule A Property from the First Party/Owner and get a Residential Apartment, constructed through the Developer in the said Building along with common amenities, facilities, lobbies, lift, stair case, passages, compound wall, car parking, landscaping, pathways, electrical / water /sewerage lines, along with pipes and cisterns, etc., being constructed on the Schedule A Property.

- X.** Pursuant to the above Scheme the Purchaser herein, being interested in acquiring an Apartment in the said Residential Apartment Complex “**RENAISSANCE SRICHAKRA**”, being constructed on the Schedule A Property, has gone through the title deeds of the Owner, the construction particulars, plans and other details and after having been fully satisfied with the title of the Owner, has offered to join the Said Scheme.
- XI.** The Purchaser/s/Allottee had applied for purchase of proportionate undivided right, title and interest in Schedule A Property along with apartment/s in the Project vide Application No._____, dated _____ and has been allotted apartment No._____, having carpet area of _____square feet, type_____,on _____ floor in the Said Building along with _____(_____) car parking No. in the basement/ground floor and open surface car park in the periphery, admeasuring about square feet, which is morefully described as **SCHEDULE B PROPERTY AND C PROPERTY** respectively, 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. Plan showing Schedule A Property and location of construction of the Project is annexed hereto and marked as **ANNEXURE 1** and plan for private residence/Schedule C Apartment is annexed hereto and marked as **ANNEXURE 2** hereto.
- XII.** The Owner has represented to the Purchaser that it is the absolute owner of the Schedule A Property in possession thereof, and that none else have any right, title, interest, share or claim therein and that the title of the Owner to Schedule A Property is good, marketable and subsisting and that the Owner has not done any act, deed or thing, which are likely to curtail, restrict, prevent or prejudice its right to convey to the Purchaser in terms of this Agreement of Sale.
- XIII.** On the terms stated above the Owner and Developer have offered to sell Schedule A Property for the sum stipulated in **ANNEXURE 4** herein, free from encumbrances with right to build and own Schedule ‘C’ Apartment in Schedule A Property and the Purchaser/s agreed to purchase the Schedule ‘C’ Property for the said sum as stipulated in Annexure 4 herein free from encumbrances with the right to construct and own Schedule ‘C’ Apartment in the Schedule A Property.
- XIV.** The parties herein desire to reduce the terms and conditions agreed upon into writing:
- XV.** The Owner, Developer and the Purchaser have made the disclosures in this Agreement under Clause herein;

- A.** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- B.** The Parties hereby confirm that they are signing this Agreement after taking legal advice and with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- C.** The Parties, relying on (i) the confirmations, representations and assurances of each other (ii) to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now entering into this Agreement on the terms and conditions appearing hereinafter;

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

1 DEFINITIONS AND INTERPRETATION:

1.1 Definitions

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

- (a)** “Act” means the Real Estate (Regulation and Development) Act, 2016 (Central Act of 2016) and includes the Karnataka Real Estate (Regulation and Development) Rules, 2017 where the context so requires;
- (b)** “Agreement” shall mean this agreement to sell the Schedule “B” Undivided Share comprised in Schedule A Property and construction of the Schedule “C” Private Residence, including the schedules and annexures hereto, as may be amended from time to time;
- (c)** “Applicable Law” means all laws, statutes, regulations, codes, bye-laws, ordinances, treaties, judgments, decrees, directives, rules, guidelines, orders, policies and other requirements of any Governmental Authority having jurisdiction over the Schedule A Property which are in effect or as may be amended, modified, enacted or revoked from time to time hereafter;
- (d)** “Association or Association of Owners or Owners Association or Association of Allottees” shall all mean the same, being the Association of Apartment/Unit Purchaser/s/Allottee/s, the formation of which shall be enabled by the First Party/Owners and Second Party/Developers, in respect of the Project in the form of Society/Association or in the form of any other entity;
- (e)** “Association Agreement” shall mean the Maintenance Agreement between the Association and the service provider for maintenance of the Common Areas and the Common Amenities and Facilities of the Project;

- (f) “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 installments set out in the payment plan in terms of **ANNEXURE 4** hereto, each of which individually also being Balance Sale Consideration and collectively also referred to as Balance Sale Consideration.
- (g) “Balance Cost of Construction” shall mean any part of the Cost of Construction which has not been paid and is required to be paid under this Agreement in terms of the installments in the payment plan in terms of **ANNEXURE 4** hereto, each of which individually also being Balance Cost of Construction and collectively also referred to as Balance Cost of Construction.
- (h) “Built-up Area” shall mean the net useable area of a Unit.
- (i) “Booking Amount” shall mean the amounts paid by the Purchaser on the execution of this Agreement being not more than 10% of the Sale Consideration and the Cost of Construction.
- (j) “Completion Period” shall mean the completion date mentioned in the Registration Certificate issued/renewed by Real Estate Regulatory Authority (RERA), Karnataka for the Project.
- (k) “Carpet Area” shall mean the net useable floor area and the area covered by internal partition walls in the Apartment/Apartment/Unit and shall exclude area covered by external walls, services shafts, exclusive balcony or verandah and exclusive open terrace and any other Limited Common Areas.
- (l) “Common Areas of the Project” shall mean and include areas demarcated and declared as the common areas of Project and as detailed in **ANNEXURE 8** hereto. The Common Areas in the Project are subject to such reasonable, non-discriminatory rules and regulations as are prescribed by the First Party/ Owners and Second Party /Developers or Owners Association to be followed by all the owners/occupiers of the Apartment/Units/Private Residences in the Project;
- (m) “Common Amenities & Facilities of the Project” shall mean and include those amenities and facilities of the Project as detailed in **ANNEXURE 8** hereto, the Common Amenities and Facilities of The Project are subject to such reasonable, non-discriminatory rules and regulations as are prescribed by the First Party/ Owners and Second Party /Developers or the Association to be followed by all the owners/occupiers of the Units and the Purchaser/s shall be liable to pay usage charges as may be decided from time to time and be bound by the clauses stipulated in **ANNEXURE 9** herein.

- (n)** “Disclosures” shall mean the disclosures made by the First Party/Owners and the Second Party/Developer to the Purchaser, pertaining to the Project and the development of the Schedule A Property as detailed in clauses below and accepted by the Purchaser to their knowledge;
- (o)** “Force Majeure” shall mean the occurrence of one or more of the following events:-
- i)** war,
 - ii)** flood,
 - iii)** drought,
 - iv)** fire,
 - v)** cyclone
 - vi)** earthquake
 - vii)** any other calamity caused by nature.
- (p)** “Interest” means the rate of interest payable by the Developer/Owner or the Purchaser, as the case may be in terms of this Agreement which is to be calculated at the rate of 2% over and above the highest State Bank of India Marginal Cost of Fund Based Lending Rate (MCLR).
- (q)** “Local Authority” or “Authority” shall mean any union, state, local or other governmental, administrative, regulatory, judicial or quasi-judicial authority or self-regulating authority or agency, commission, board, tribunal, court, Bangalore Electric Supply Company (BESCOM), Bangalore Water Supply and Sewerage Board (BWSSB), Bangalore Development Authority (BDA), Bruhat Bengaluru Mahanagara Palike (BBMP), Real Estate Regulatory Authority, Real Estate Appellate Tribunal and shall include any other competent authority under the Act and having jurisdiction over the Schedule Property;
- (r)** “Limited Common Area” shall mean the Purchaser Car Parking Area and such other areas from and out of the Common Areas of the Project, which are allotted for the exclusive use by the Purchaser/s/Allottee/s as they would be attached to such Private Residences and capable of being used by these Private Residences and to be maintained by these Private Residences at their cost and not as part of the Common Area.
- (s)** “Occupancy Certificate” means the occupancy certificate or partial occupancy certificate, or such other certificate by whatever name called, issued by the Authority confirming completion of the Project thereof, and pursuant thereto permitting occupation of the Private Residences/Apartment/Units/Flats for which the occupation certificate is issued;

- (t) "Other Costs Charges and Expenses" shall mean all the amounts set out in **ANNEXURE 5** hereto, which amounts the Purchaser is required to pay in addition to the Sale Consideration, Cost of Construction and Statutory Payments.
- (u) "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;
- (v) "Payment Plan" shall mean the payments of installments payable by Purchaser under **ANNEXURE 4** hereto.
- (w) "Person" shall mean any natural person, limited or unlimited liability company, corporation, general partnership, limited liability partnership, proprietorship, trust, union, association, court, tribunal, agency, government, ministry, department, commission, self-regulatory organisation, arbitrator, board, or other entity, enterprise, authority, or business organisation and shall include any other person as defined under the Act;
- (x) "Plan" or "Sanctioned Plan" shall mean the building plan, which is approved by the Local Authority prior to start of the Project;
- (y) "Private Residence/s" shall mean the residential Apartment/Units/Apartments/Flats together with non-exclusive use of Common Areas in the Project.
- (z) "Project" shall mean and include completion of construction of Residential Apartments Complex comprising of 8 Apartment/Units in Schedule A Property;
- (aa) "Project Account" shall mean the collection account opened in ICICI Bank, Malleswaram Branch with current account no. 1670 0500 0290, standing in the name of the Developer.
- (bb) "Purchaser Car Parks" shall mean the exclusive car parking spaces allotted to the Purchaser to be used exclusively by the Purchaser so long as the Purchaser owns and occupies the Schedule "C" Private Residence or by any of the occupiers of the Schedule "C" Private Residence under the authority or agreement with the Purchaser herein. The regulation for the use of Purchaser Car Parks shall be in terms of **ANNEXURE 7** hereto;
- (cc) "Sale Deed" shall mean the deed of sale to be executed by the First Party together with the Second Party, for legally conveying the absolute right, title and interest in the Schedule A Property Undivided Share in favour of the Purchaser on the terms and conditions contained therein under the Scheme;

- (dd) "Schedule A Property" shall mean the land on which the Project is being developed by the First Party and Second Party and more fully described in the Schedule hereto;
- (ee) "Schedule "B" Property" is the undivided share portion of the land out of the Schedule A Property corresponding to the Schedule "C " Private Residence/Apartment/Flat/Apartment/Unit more fully set out in the Schedule "C" hereto;
- (ff) "Schedule "C " Property" is the Private Residence/ Unit which is to be constructed under the Scheme and more fully described in the Schedule "C " hereto;
- (gg) "Scheme" shall mean the scheme of development of the Project under which Persons interested in owning a Private Residence in The Project (a) would have to acquire undivided share corresponding to the Private Residence (which undivided share is corresponding to such Private Residence taking into consideration the FAR achieved based on the land in the Schedule "B" hereto for the Project and (b) to get the Private Residence constructed from the First Party.
- (hh) "Specifications" shall mean the specifications of construction of **SCHEDULE C** Apartment/Unit agreed between the Allottee/Purchaser and the Developer as set out in **SCHEDULE D** hereto and the Developer agree to construct the Schedule C Apartment/Unit in accordance with the said Specification or any equivalent thereto in terms of quality;
- (ii) "Statutory Payments" shall mean all applicable statutory charges/ taxes /duties/fees including Goods and Service Tax ("GST") as applicable from time to time , which will be payable by the Purchaser in addition to the Sale Consideration, Cost of Construction and Other Cost Charges and Expenses, under this Agreement;
- (ij) "Super Built Up Area" of any Private Residence shall mean the aggregate of (i) the Carpet Area of such Private Residence, (ii) thickness of the external walls, (iii) balconies, utilities, terraces and a proportionate share of the Common Areas and such of the Common Area used for housing the Common Amenities and Facilities;
- (kk) "TDR" shall mean Transferable Development Rights that the Sellers and Developers have used to take sanction of the plan by BBMP/BDA for construction of the Project. And
- (ll) "Tax Deduction at Source ("TDS")" means 1% of Sale Consideration and Cost of Construction to be deducted and remitted at the time of

making payment of sale consideration by the Purchaser as per the provision of section 194 IA of the Income Tax Act, 1961. The Purchaser shall issue a certificate of deduction of tax in Form 16B to the Developer on or before the date prescribed under the Income Tax Act/ Rules.

1.2 Interpretation:

Unless the context otherwise requires in this Agreement,

- (a)** In this Agreement, any reference to any statute or statutory provision shall include all the current statutes either state or central, their amendment, modification, re-enactment or consolidation.
- (b)** any reference to the singular shall include the plural and vice-versa;
- (c)** any references to the masculine, the feminine and the neutral gender shall also include the other;
- (d)** The recital, annexures and schedules annexed herein forms part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any recitals, annexures and schedules to it.
- (e)** Harmonious Interpretation and Ambiguities within the Agreement:
In case of ambiguities or discrepancies within the Agreement, the following shall apply:
 - (i)** Between two Articles of this Agreement, the provisions of the specific Article relevant to the issue under consideration shall prevail over general provisions in the other Articles.
 - (ii)** Between the provisions of this Agreement and the Appendices, the Agreement shall prevail, save and except as expressly provided in the Agreement or the Appendices.
 - (iii)** Between any value written in numerical or percentage and in words, the words shall prevail.
- (f)** reference to this Agreement or any other deed, agreement or other instrument or document shall be construed as a reference to this Agreement or such deed, other agreement, or other instrument or document as the same may from time to time be amended, varied supplemented;
- (g)** each of the representations and warranties provided in this Agreement are independent of other unless the contrary is expressly stated,
- (h)** no Section in this Agreement limits the extent or application of another Section;
- (i)** headings to clauses, parts and paragraphs of this Agreement, Annexures and Schedules are for convenience only and do not affect the interpretation of this Agreement;

- (j) 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;
- (k) This Agreement is a joint draft of the Parties and any rule of statutory interpretation interpreting agreements against a party primarily responsible for drafting the agreement shall not be applicable to this Agreement.

2 AGREEMENT TO SELL AND CONSTRUCT:

That in pursuance of the foregoing and in consideration of the Purchaser joining the Scheme of development and paying the consideration stipulated for sale of Schedule B property and for cost of construction of Schedule “C” Residence/Apartment/Unit 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 and conditions herein, the First Party 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 Developers hereby agree to construct for the Purchaser/s the Apartment/Unit Schedule “C” Property in terms of the scheme envisaged as above.

3 SALE CONSIDERATION FOR THE SCHEDULE “B” UNDIVIDED SHARE:

- 3.1 The Owner and Developer shall sell and the Purchaser/s shall purchase the Property described in Schedule ‘B’ herein for the consideration stipulated in **ANNEXURE-4** attached hereto with right to construct and own the Apartment/Unit described in Schedule ‘C’ herein. The Purchaser/s agree/s to pay the consideration stipulated in **ANNEXURE 4** in terms stated therein to the Developer.
- 3.2 The Purchaser shall be required to pay the Balance Sale Consideration in terms of the Payment Plan as per **ANNEXURE 4**.

4 COST OF CONSTRUCTION OF THE SCHEDULE "C" PRIVATE RESIDENCE/APARTMENT/UNIT:

- 4.1 The Owner and Developer hereby agree to construct the Apartment/Unit described in Schedule 'C' herein for and on behalf of the Purchaser/s at the cost stipulated in **ANNEXURE 4** attached hereto. The cost of construction shall be paid by Purchaser/s to the Developer in terms of the payment schedule stipulated in **ANNEXURE 4** attached hereto which shall be paid as and when demanded by the Developer in terms stated therein.
- 4.2 The Purchaser will be required to pay the Balance Cost of Construction to the Developer in terms of **ANNEXURE 4** hereto (Payment Plan).

5 PAYMENT OF BOOKING AMOUNT AND BALANCE OF THE SALE CONSIDERATION & COST OF CONSTRUCTION, THE OTHER COST, CHARGES AND EXPENSES AND THE STATUTORY PAYMENTS.

- 5.1 The Purchaser has paid a sum of Rs. _____/- (Rupees _____ only) being the Booking Amount/ part of the Booking Amount for the Schedule B and C Properties on the execution of this Agreement to the Developer.
- 5.2 The Purchaser has assured the Owner and the Developer that the Purchaser shall pay the Balance of the Sale Consideration, the Balance of the Cost of Construction and the Other Costs, Charges and Expenses without any delay or default. The Payment Plan is linked to the percentage completion of each stage of construction as set out in **ANNEXURE 3**. In the event of any acceleration in payment of any stages of construction due to the Owner and the Developer having completed the stage of construction in advance, the Purchaser shall make such payment which is due on the completion of that stage of construction as per the Payment Plan. The Purchaser is fully aware and has agreed that the time of payment of the amounts in terms of Payment Plan and each installment is the essence of the contract in view of the Scheme. The Purchaser has assured the Owner and the Developer that the Balance of the Sale Consideration and the Balance of the Cost of Construction, the Other Costs, Charges and Expenses and the Statutory Payments shall be paid by the Purchaser within 15 (fifteen) days of the Developer having raised a demand note for payment of such installment.
- 5.3 In case there is any change/modification in the Statutory Payments, the subsequent Statutory Payments shall be increased/reduced based on such change/modifications based on the Applicable Law.
- 5.4 The Owner and Developer has further informed the Purchaser and the Purchaser is fully aware that the default in payments of the

installments set out in the Payment Plan would affect the entire Project development.

- 5.5 The Purchaser has been made aware and the Purchaser is fully aware that there are other purchasers who would be joining the Scheme and would rely upon the assurance given by the Purchaser herein for the payment of the installments set out in the Payment Plan and the Statutory Payments within time and without any delay or default.
- 5.6 All payments toward the Balance of the Sale Consideration shall be made by crossed cheque/demand draft/ wire transfer/ RTGS payable in favour of the Developer or as directed by the Developer, to the Project Account.
- 5.7 All payments towards the Balance of the Cost of Construction shall be made by crossed cheque/demand draft/ wire transfer/ RTGS payable in favour of the Developer or as directed by the Developer, to the Project Account.
- 5.8 In cases of the collection charges, if any, charged by the bank will be debited to the Purchaser/s account and credit for the payment made will be given on net credit of the amount of the instalment. In the event any of the instrument/s is/are dishonoured for any reason the Apartment/Unit Owner/s will be liable to pay Rs.2,000/- (Rupees Two Thousand Only) as collecting charges in the first instance of dishonour and Rs. 4,000/- (Rupees Four Thousand Only) as collecting charges in the second and subsequent instance of dishonour.
- 5.9 The amounts deposited in the Project Account shall be dealt with and withdrawn to the extent permitted under the Act by the Developer from time to time and where ever required upon the certification by the Project Architect, the Engineer and the Chartered Accountant based on the percentage completion of the Project as provided in the Act.
- 5.10 Subject to the Purchaser complying with the terms and conditions of this Agreement, and payment of all amounts payable by the Purchaser under this Agreement, the Owner and the Developer shall execute the Sale Deed and register the Sale Deed in favour of the Purchaser.
- 5.11 Tax Deduction at Source ("TDS") of 1% of Total Sale Consideration shall be paid by the Purchaser at the time of making payment as per the provision of section 194 IA of Income Tax Act, 1961. The Purchaser shall issue a certificate of deduction of tax in Form 16B to the Developer on or before tenth of the subsequent month of deduction.
- 5.12 The Cost of Construction shall be escalation-free, however the Purchaser hereby agrees to pay, any increase in Cost of Construction on account of development charges/Betterment charges payable to the

Authority and/or Statutory Payments which may be levied or imposed by the Authority from time to time. The Developer hereby agrees to inform and enclose the notification/order/rule/regulation for effecting the increase in development charges or Betterment charges or cost imposed by the Authority along with the demand letter being issued to the Purchaser.

5.13 The Purchaser/s authoriz

5.14 e/s the Developer to adjust/ appropriate all payments made by him/her/them under any head/s of dues against lawful outstanding, if any, in his/her/their names as the Developer may in their sole discretion deem fit and the Purchaser/s undertake/s not to object/demand/direct the Developer to adjust his/her/their payments in any manner.

6 DELAY AND DEFAULT IN PAYMENT OF INSTALMENTS UNDER THE PAYMENT PLAN AND BREACH BY THE PURCHASER/S /ALLOTTEE/S:

6.1 In the event of there being any delay by the Purchaser in payment of the installments under the Payment Plan, on the due dates, for whatsoever reasons, the Purchaser shall become liable to pay Interest on such outstanding amounts, from the due date of payment till realization by the Developer of such installment.

6.2 Notwithstanding anything stated in clause 6.1 above, if the Purchaser defaults in payment of the installments along with Interest for a period beyond 2 (two) consecutive months after having received notice from the Developer, the Developer will be entitled to terminate this Agreement.

6.3 In the event of breach by the Purchaser of any of the terms of this Agreement, and such breach not being cured, within a period of 30 days of being notified of such breach, the Developer will be entitled to terminate this Agreement as breach by the Purchaser and on such termination the Developer will be entitled to the rights as provided in clause 6.4 below.

- 6.4 In case of termination of this Agreement in terms of clause 6.2 or 6.3 above, the Developer shall refund the amounts paid toward the Sale Consideration and Cost of Construction to the Purchaser within 60 days of termination of this Agreement after forfeiting the Booking Amounts and the Interest liability under clause 6.2. On such termination the Developer shall be entitled to deal with the Schedule B and C Property without any further documentations. All amounts paid towards Statutory Payments by the Purchaser to the Developer will not be liable to refund.
- 6.5 If the Purchaser has taken housing loan facility from any financial institution or the bank, then in that event based on the terms of such loan, after deduction of Booking Amount and interest liabilities, the balance amount would be handed over to the financial institution or the bank, and against the receipt of such amount, the bank/financial institution shall forthwith issue “no dues certificate” in favour of the Developer and hand over the original of this Agreement that may be deposited by the Purchaser against the Developer paying the amounts to the bank or any financial institution and the Developers shall be entitled to deal with Schedule B and C Properties in any manner with any third party.
- 6.6 The Purchaser/s shall be solely responsible to deduct taxes at source at the rate of 1 per cent on the Total Sale Consideration, as required under section 194 IA of the Income-tax Act, 1961 (“the IT Act”) for each of the payments made towards the Total Sale Consideration and comply with the provisions of the IT Act. The Purchaser/s also undertake/s to issue a certificate of deduction of tax in Form 16B to the Owners/Developers on or before 5th day of the subsequent month of deduction.

7 **CONSTRUCTION OF THE PROJECT/ SCHEDULE “C” PRIVATE RESIDENCE:**

The Purchaser/s/Allottee/s has/have seen the Specifications as detailed in **SCHEDULE D** of the Apartment/Unit and accepted the Floor Plan, Payment Plan and Specifications annexed along with this Agreement. The Developer shall develop the Project in accordance with all the approvals and the Specifications and shall not make any variation/alteration/ modification in such plans without the consent of Purchaser/s and other purchasers as required under the Act. However, the Developer is entitled to effect minor additions/alterations as may be required by the Purchaser/s or minor changes/alterations as provided under the Act or changes/ alterations necessitated by the laws/ rules of the Government, Statutory/ Regulatory Authority, Consenting/ Approval Authority or local authorities.

8 **COMPLETION OF THE PROJECT:**

- 8.1 That in the absence of conditions relating to force majeure and/or breach by the Purchaser/s in compliance of the obligations under this Agreement, the Owner and the Developer will complete the Project within the completion period with six months grace period or a period as may be mutually agreed upon between the Parties.
- 8.2 The Owner and the Developer shall not be liable if they are unable to complete the Project and/or the Schedule 'C' Private Residence Apartment/Unit and deliver possession by the aforesaid date by reason of force majeure conditions and in such circumstances the Owner and the Developer shall be entitled for extension of time for completion and handing over possession of the Apartment/Unit and common areas by such time as the Owner and the Developer may inform the Purchaser/s in writing and the monies till then paid by the Purchaser/s under this Agreement shall not be refunded or be entitled to any interest.
- 8.3 In case of any proven wilful delay in delivery of the Apartment/Unit for reasons other than what is stated above, the Owner and the Developer are entitled to a grace period of six months and if the delay persists, on demand being made by the Purchaser/s to withdraw from the Project, the Owner and the Developer shall return the amount received by them from the Purchaser/s along with interest
- 8.4 However, where Purchaser/s do not intend to withdraw from the project, he/she/they shall be paid interest by the Owner and the Developer for every month of delay, till the handing over of the possession. The interest payable by the Owner and the Developer to the Purchaser/s shall be from the date the Owner and the Developer received the amount or any part thereof till the date the amount or part thereof or interest is refunded.
Provided however:-
- a) Such delay not being attributable to the reason/s mentioned in clauses above;
 - b) The Purchaser/s has/have paid all the amounts payable as per this agreement and within the stipulated period and has not violated any of the terms of this Agreement;
 - c) The delay is proved to be wilful delay on the part of the Owner and the Developer. However, if the delay is on account of Purchaser/s seeking modifications in Schedule 'D' Property there is no liability on the Owner and the Developer to pay any damages as aforesaid.

9 **RIGHT OF THE DEVELOPER TO DEVELOP THE PROJECT, THE COMMON AREAS OF THE PROJECT:**

- 9.1 The Purchaser agrees that the Developer shall have an unobstructed right without hindrance, to progress the construction of the Project and all the Common Areas of the Project.
- 9.2 The Purchaser agrees that the Developer will be entitled to free and uninterrupted access, at any point of time in any part of the Schedule Property, for the development of the Project or for any repairs after due notice and during working hours, unless the circumstances warrant otherwise, with the view to set right any defect.
- 9.3 The Purchaser is fully aware that the Developer will be developing the Project and constructing/completing the Apartment/Units, from time to time. The Purchaser has assured and agreed that Purchaser shall have no objection to the Developer completing the other Apartment/Units within the Completion Period.
- 9.4 In the event the Owner and the Developer takes finance for construction and completion of the Project against the security of the Schedule Property or any part thereof, the same shall not affect the rights and interest of the Purchaser to the Schedule B and C Property.
- 9.5 The Purchaser is fully aware and has understood the Disclosures made by the Owner and the Developer pertaining to the Project.

10 REPRESENTATIONS AND WARRANTIES:-

10.1 REPRESENTATIONS AND WARRANTIES OF THE OWNER & DEVELOPER: The Owner and the Developer acknowledge that the Purchaser has entered into this Agreement and has agreed to purchase the Schedule "B" Undivided Share, and get constructed the Schedule "C" Private Residence from the Owner and the Developer, taking into consideration the Disclosures made by the Owner and the Developer under Clause herein below and based on the representations and warranties set out below the "Owner and the Developer" Warranties":

- 10.1.1** The First party/Owner is the absolute owner 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;
- 10.1.2** The Owner and the Developer have the power to enter into and perform this Agreement and upon execution, this Agreement, would constitute legal, valid and binding obligations on the Purchaser, Owner/Developer;

- 10.1.3** The Owner/Developer have lawful right and requisite approvals from the competent Authorities to carry out development of the Project;
- 10.1.4** The Owner and the Developer has the absolute and unconditional right to sell, transfer or otherwise alienate the Schedule “B” Undivided Share;
- 10.1.5** To the knowledge of the Owner and the Developer, the Schedule A Property is not subject to any pending litigation, third party claim, demand, attachment or a process issued by any court or Authority;
- 10.1.6** To the knowledge of the Owner and the Developer, the Schedule A Property is not the subject matter of any acquisition proceeding or any notice for acquisition, or any other notice which may adversely affect the marketability of title of the Schedule A Property;
- 10.1.7** There is no order of restrain by any court or order from any Authority prohibiting or restraining the alienation of the Schedule “B” Undivided Share in the manner herein contemplated;
- 10.1.8** All approvals, licenses and permits issued by the Authorities with respect to the Project are valid and subsisting and have been obtained by following due process of law;
- 10.1.9** The Owner and the Developer have duly paid and will continue to pay all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the Competent Authorities till the completion of the Project;
- 10.1.10** 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 Owner and the Developer in respect of the Schedule A Property and/or the Project;
- 10.1.11** The Owner and the Developer agrees to do and execute or cause to be executed all acts, deeds and things, as may be required by the Purchaser and at the cost of the Purchaser for more fully and perfectly assuring title of the Purchaser to the Schedule B and C properties;

10.1.12 The Owner and the Developer have 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 Purchaser created herein, may prejudicially be affected;

10.1.13 That the Owner and the Developer will not convey or cause to be conveyed to any purchaser of the Private Residence/s in the Project, without incorporating the covenants and stipulations as are agreed to and undertaken as between the Owner and the Developer and the Purchaser as per this Agreement;

10.1.14 The Owner and the Developer are not restricted in any manner whatsoever from selling and constructing the Schedule B and C Properties to the Purchaser in the manner contemplated in this Agreement.

10.1.15 The Owner and the Developer agrees to clear the charge created over the Schedule "B" and "C" property with banks and financial institutions before conveying or transferring the physical possession of the Schedule "C" property and after producing proof thereof in the form of a discharge letter or no objection letter from the banks and financial institutions.

10.2 REPRESENTATIONS AND WARRANTIES OF THE PURCHASER/S:

The Purchaser acknowledges that the Owner and the Developer have entered into this Agreement and has agreed to purchase the Schedule "B" Undivided Share and construct the Schedule "C" Private Residence, based on the representations and warranties set out below by the Purchaser (the "Purchaser Warranties") :-

10.2.1 The Purchaser has the power to enter into and perform this Agreement and upon execution, this Agreement, would constitute legal, valid and binding obligations on the Purchaser;

10.2.2 The Purchaser/s has/have been provided and has/have inspected the documents of title, relating to the Schedule A Property belonging to the Owner. 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 Owner and the Developer and the Disclosures made by the Owner and the Developer, has entered into this Agreement.

10.2.3 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/Unit, all the requirements, requisitions, demands and repairs which are required by any Competent Authority in respect of the Apartment/Unit at his/her/their own cost. The Purchaser/s shall obtain permission in writing from the Owner and the Developer to visit the Schedule A Property at the time of construction and follow all the safety standards and procedures required under law.

10.2.4 The Purchaser/s is/are made aware of the Disclosures of the Owner and the Developer pertaining to the development of the Project and has/have consented to the same without having any objections.

10.2.5 The Purchaser/s understand/s that Statements and presentations by Owner and the Developer regarding the development are made merely to provide honest perspective of its product and any reference/allusion to other neighbourhood developments, projects or facilities, ought not to be construed as binding legal promises or representations.

10.2.6 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 Owner and the Developer for acquiring the Said Apartment/Unit. The Purchaser/s also confirm that the Purchaser/s has/have chosen to invest in the said Apartment/Unit after exploring all other options of similar properties in the vast and competitive market and the Purchaser/s confirm/s that the said Apartment/Unit to be suitable for the Purchaser/s Apartment/Unit and therefore have voluntarily approached the Owner and the Developer for allotment of the said Apartment/Unit.

10.2.7 The Purchaser agrees that the Owner and the Developer shall have an unobstructed right without hindrance, to progress the construction of the Project and all the Common Areas of the Project.

10.2.8 That after the Project is handed over to the Owners Association, the Owner and the Developer shall not be responsible for any consequence or liability on account of failure, negligence, act or omission, obstruction, alteration, modification, restraint or improper use by any or all the owners, service providers or their agents with regards to the fire safety equipment, fire protection systems, their supporting equipment, pollution control and other general safety equipment, related facilities and services. The

Purchaser with the other owners shall ensure that periodical inspections of all such Common Amenities and Facilities are done so as to ensure proper functioning thereof.

- 10.2.9** After the maintenance of the building is handed over to the Association, the Owner and the Developer shall not be responsible for any consequence or liability on account of failure, negligence, act or omission, obstruction, alteration, modification, restraint or improper use by any or all the owners, service providers or their agents with regard to the Common Amenities and Facilities of the Project.

11 DISCLOSURES:

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

- 11.1** That the Owner and the Developer have achieved FAR based upon land area for construction envisaged in the Project and accordingly proportionate undivided share will be conveyed by the Owner and the Developer to the Purchaser/ Association. That, the undivided share that would be conveyed would be based on the calculation of the consumption of the FAR for the Project.
- 11.2** The sale of Schedule “B” Property is to enable the Purchaser/s to own Schedule “C” Apartment/Unit in Schedule A Property and not for any other purposes. The Purchaser/s shall not raise any objections or prohibit in any manner to exercise the powers of the Owner and the Developer under this Agreement in relation to the extent of the FAR in respect of Schedule A Property either present or at any time in future. The Owner and the Developer are also entitled to utilize Transferable Developmental Rights in constructing the Schedule A Property and in which case undivided share would stand varied and will be corresponding to the Apartment/Unit that is being constructed under the Scheme. Accordingly, the quantum of undivided share to be conveyed would be finally declared in the Deed of Declaration and as per the Sale Deed.
- 11.3** That, the Apartment/Units can be used for residential purposes only in terms of the rules and regulation formulated by the Developers and/or the Association of Owners as well as the terms set out in the

Association Agreement to be executed by the Association and the operator of the Common Area of the Project.

- 11.4 The Owner and the Developer shall be entitled to grant exclusive right to use and right and enjoyment of Limited Common Areas disclosed herein below to other Unit Owners/s who will be opting for the same, for which the Purchaser/s has/have no objection. Purchaser/s confirm/s that he/she/ they are fully aware of the particulars of the Limited Common Areas.
- 11.5 That, the Common Area of the Project is subject to modifications thereto depending upon the technical feasibility and for the betterment of the Project.
- 11.6 The computation of sale price and cost of construction includes cost of land share, cost of construction of Apartment/Unit but also cost of common areas, internal development charges, and external development charges.
- 11.7 The Developers have currently not availed financial facility from any bank/financial institutions. The conveyance of the Apartment/Unit in favour of the Purchaser/s shall be executed upon the Developer receiving "No Objection Certificate" from such financial institutions/banks from where they avail financial assistance for development of the said project if any.
- 11.8 The Developer hereby states that, the Developer has obtained the registration No. ----- for the Project under the Real Estate (Regulation and Development) Act, 2016 and this Agreement to sell shall be considered as an interim Agreement, since the final Agreement to sell has to be provided by the Karnataka State Government. In the instance of any changes/modification with respect to any clauses in the final Agreement to Sell to be provided by the Authority then the Parties herein shall enter into a new Agreement to sell.

12 DELIVERY OF APARTMENT/UNIT:

- 12.1 The Developer after securing Occupancy Certificate from the plan sanctioning authorities intimate the Purchaser/s in writing by sending a copy of the Occupancy Certificate and to receive possession of the Apartment/Unit. 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 Owner and Developer in respect of Schedule B and C Properties with the time stipulated herein.

- 12.2** The Purchaser/s shall take possession of the Apartment/Unit in Schedule 'C' herein after paying in full all the dues including various deposits mentioned in this Agreement and overdue interest, if any, within 90 days from the date of receipt of the notice of completion and Occupation Certificate issued by the plan sanctioning authorities.
- 12.3** The Owner/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 Owner/Developer. If there is any reduction in the carpet area within the defined limit then Owner/Developer shall refund the excess money paid by Purchaser/s within 45 days from the date of recalculation and confirmation of area along with interest at prevailing Interest 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 Owner/Developer shall demand that from the Purchaser/s which shall be paid by the Purchaser/s. All these monetary adjustments shall be made at the same rate per square feet as agreed in this Agreement.
- 12.4** The Purchaser/s upon taking possession of the Schedule 'C' Apartment/Unit, shall be deemed to have accepted that the Schedule 'C' Apartment/Unit as fully completed in all respects as per the Specifications and the Purchaser/s shall not have any claim against the Owner/Developer for any items of work in the Schedule 'C' Apartment/Unit which may be alleged as not carried out or completed by the Owner/Developer.
- 12.5** The Purchaser/s shall be liable to bear/ pay to the Developer the following expenses 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:
- Electricity and water demand charges;
 - Property taxes in respect of the Schedule 'C' Property and other outgoings and expenses incurred by the Developer for maintenance of the Schedule 'C' Property;
 - Purchaser's/s' share of common maintenance expenses i.e., proportionate share of insurance premium, wages for the persons appointed by the 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 Developer or the agency appointed for maintaining all the Common Areas and facilities including electricity charges, water charges, housekeeping consumables etc.;

12.6 In case the Purchaser/s default/s in receiving possession as aforesaid and/or complete the purchase, the Developer is entitled to and Purchaser/s shall be liable to pay Rs.10/- (Rupees Ten Only) per sq. ft. of the carpet area per month as holding charges in addition to the amounts payable in the previous para, which the Purchaser/s agree/s to pay the same on demand or before receiving possession of Schedule 'C' Apartment/Unit. In case the Purchaser/s default/s in registering the Sale Deed and taking the possession beyond a period of 90 days from the date of issuance of notice of completion and Occupancy Certificate, the Developer is entitled to terminate this agreement after forfeiture of Booking Amount of 10% and deal with the Schedule 'B' and C Property with third parties. Subsequently, the Developer will refund the balance, if any, after adjusting all outstanding amounts, including interest on delayed payments, taxes and brokerage paid if any, after 60 days from the date of such termination.

13 THE PURCHASER ASSURES, UNDERTAKES AND COVENANTS WITH THE OWNERS AND DEVELOPER AS FOLLOWS:

- 13.1 That the Purchaser shall not be entitled to claim conveyance of the Schedule "C" Property until the Purchaser fulfils and performs all the obligations and completes all payments under this Agreement.
- 13.2 To get the Schedule "C" Private Residence, constructed by the Developer, and shall have no right to construct or to require the Schedule "C" Private Residence to be constructed through any Person other than the Developer.
- 13.3 Not to seek partition or division or separate possession of the Schedule "B" Undivided Share, not to object to the construction of other structures on the Project by the Developer including residences for sale to other purchasers and not to question or challenge the sale price agreed between the Developer and the purchasers of the rest of the undivided interests in the Project. This covenant shall run along with the land comprised in the Schedule Property hereto.
- 13.4 That the Purchaser has inspected the documents of title, relating to the Schedule A Property belonging to the Owner. The Purchaser has studied the legal opinion furnished, the Sanctioned Plan, specifications of the Project and the Scheme of development and the right of the Developer to develop the Project and the Disclosures. The Purchaser, after taking legal advice and after being satisfied with the title and having understood the plan sanctions, specifications of the Project and the Scheme of development of the Project, the rights of the Developer and the Disclosures made by the Owner and the Developer has entered into this Agreement.

- 13.5 That the Purchaser has entered into this Agreement with the full knowledge of all laws, rules, regulations, notifications applicable to this Project in particular. That the Purchaser 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 Schedule "C" Private Residence, all the requirements, requisitions, demands and repairs which are required by any Authority in respect of the Schedule "C" Private Residence at his/her own cost.
- 13.6 That the consideration agreed herein is based on the mutual negotiations between the Purchaser and the Developer, and the Purchaser shall have no right to renegotiate on the consideration in comparison with the other purchasers of the Private Residences in the Project for any reason whatsoever.
- 13.7 The Purchaser and other owners of the apartments undertake to join the Association formed by the Developer. For this purpose, the Purchaser/s has unconditionally and irrevocably authorized the Owner/ Developer to approve and register a deed of declaration as per the Karnataka Apartment Ownership Act, 1972 or otherwise as may be deemed fit, or applicable, as the case may be and the Purchaser/s will automatically become a member and will abide the terms of the declaration executed
- 13.8 That the Purchaser and the Association shall take over the maintenance of the Project in terms of Clauses herein mentioned under this Agreement.
- 13.9 That after the Project is handed over to the Owners Association, the Developer shall not be responsible for any consequence or liability on account of failure, negligence, act or omission, obstruction, alteration, modification, restraint or improper use by any or all the owners, service providers or their agents with regards to the Common Amenities and Facilities as well as the fire safety equipment, fire protection systems, their supporting equipment, pollution control and other general safety equipment, related facilities and services. The Purchaser with the other owners shall ensure that periodical inspections of all such Common Amenities and Facilities are done so as to ensure proper functioning thereof.
- 13.10 Statutory Payments for the development of the Schedule "C" Property further to this Agreement which are not levied at the moment, but after the Schedule "C" Property is handed over, shall be borne and paid by the Purchaser. Statutory Payments levied by competent authorities under the law, in respect of any services which the Developer would be rendering to the Purchaser pursuant to this Agreement, shall also be borne by the Purchaser and the Purchaser

will indemnify the Developer of any instances of taxes on this Agreement, accruing in future.

- 13.11 The Purchaser covenants that the Purchaser shall be bound and liable to comply with the rights set out in **SCHEDULE D** and obligations set out in Schedule E in the enjoyment of the Schedule "C " Private Residence and the Common Areas and the Common Amenities and Facilities of the Project, on the Schedule "C " Private Residence being complete and handover.
- 13.12 That the Purchaser shall not have any right, at any time whatsoever, to obstruct or hinder the progress of the development of the Project on the Schedule A Property including the development and construction of the Project in which the Schedule "C" Private Residence is located.
- 13.13 That the Purchaser's rights under this Agreement are confined to the Schedule "C" Private Residence of the Project, the Purchaser shall not have any right in any other part of the Project and the Schedule Property.
- 13.14 The Purchaser agrees not to alter or subscribe to the alteration of the name of the Project, "RENAISSANCE SRICHAKRA", it being acknowledged that neither the Purchaser nor other owners of residences within the Project have any right to seek such change. The Developer will be entitled to make the change in the name.
- 13.15 On inspection during the progress of works of the Schedule "C" Private Residence, the Purchaser, if required, may discuss matters relating to the construction only with the designated Person/s of the Developer and not with any other representatives of consultants, contractors or agencies working on the Schedule A Property. The Purchaser shall not instruct the site staff to stop/modify/continue any works for any reasons whatsoever.
- 13.16 All interior related works by the Purchaser can be taken up only after handing over possession of the Schedule "C" Private Residence to the Purchaser by the Developer. The Developer does not owe any responsibility for any breakages damages caused to any of the finishing works or to the structure already handed over to the Purchaser. The Developer is not answerable to any thefts during the course of the interior works.
- 13.17 The Parties agree that any default by the Purchaser in complying with the payment obligations stipulated in this Agreement would constitute sufficient reason/cause for the Developer to terminate this Agreement and in which case the consequences of termination under Clause 6 would follow immediately.

- 13.18 The Purchaser covenants that the Purchaser shall comply with all the rules and regulations pertaining to Common Areas of the Project nor place any heavy material in the Common Areas being passages or staircase of the Project in which the Schedule "C" Private Residence is located.
- 13.19 The Purchaser shall be solely responsible to keep the Schedule "C" Private Residence at his/her own cost the walls, drains, pipes and other fittings in good and habitable condition in particular so as to support and protect the parts of the Block, and to carry out any internal works or repairs as may be required by the Association;
- 13.20 The Purchaser shall bear his/her/their share of all applicable taxes, cess, charges miscellaneous deposits, charges, statutory levies, etc. payable to the Government Authorities, which costs may be incurred by the Developer on the Project wise basis or as per Apartment/Unit basis. Where taxes cess, charges etc. are payable on the Project wise basis, these shall be prorated based on the measurement of the Schedule "C" Private Residence and shall be payable by the Purchaser within a period of 15 (Fifteen) days of a demand being made by the Developer in this behalf.
- 13.21 The Purchaser hereby covenants and confirms that it shall be the sole responsibility of the Purchaser to review and visit the website as and when notified by the Local Authority, to get regular updates on the development/construction approvals of the Project.
- 13.22 The Purchaser agrees and covenants that the Owner/Developer shall not be held liable for any representations/commitments/details/information provided by the real estate agent/broker/channel partner, of whatsoever nature, not stated in this Agreement or as provide by the Owner/Developer.
- 13.23 The Purchaser agrees that the Owner/Developer shall not be responsible, accountable or liable in any manner whatsoever to any person including the Purchaser, the Association for any act, deed, matter or thing committed or omitted to be done by the maintenance service provider in due course of such maintenance, management, control and regulation of the Project.

14. The Purchaser/s shall be liable to bear/ pay to the Developer the following expenses

- i) BWSSB deposits, transformer, L.T. / H.T. Lines, other equipment, cabling, piping, panel, other charges / levies required to be paid to the, BWSSB and incidental expenses connected therewith.
- ii) Expenses related to the formation of the Association of Apartment Owners (hereinafter referred to as the "ASSOCIATION"),

Maintenance Charges/ if any, to the Developer/Association of Apartment Owners formed for the purpose Maintenance Deposits payable, if any, to the Association of Apartment Owners formed for the purpose of maintenance including contributions to any Sinking fund that may be set up for this purpose. The Developer shall use the aforesaid amount for maintenance of the Building until the formation of the Association which is to be formed by the Apartment/Unit Owner/s and the balance, if any, shall be handed over to such Association;

- iii)** Fees and expenses towards Katha Bifurcation / transfer of Katha in his/her/their name, issue of Katha Certificate etc., and Corporation Assessment, betterment charges, levies and other related levies required to be paid to the BBMP, BDA, BCC, CMC and / or other Governmental / statutory authorities.
- iv)** Stamp Duty, Registration Fees, Legal expenses and all other incidental charges in regard to this Agreement and also the Deed of Sale in respect of the Schedule “C” and “D ” Property as per the provisions of the Karnataka Stamp Act. In the event of the Sale Deed being referred to the Authorities for adjudication of stamp duty and / or valuation it is the responsibility of the Apartment/Unit Owner/s to attend to the same at his / her / their cost and secure release of the Sale Deed and the Owners/ Developer shall not have any liability in respect thereto.
- v)** Rs._____/-(____ Rupees and Fifty Paisa) per square feet of the Schedule “C” Property of the estimated monthly maintenance charges in advance for 12 months along with the applicable GST, to be paid from the date of the Developer having informed the Apartment/Unit Owner/s of the Schedule “C” Property being ready for possession whether possession of the Schedule “C” Property is taken or not by the Apartment/Unit Owner/s herein. Any variation in the maintenance charges has to be borne by the Apartment/Unit Owner/s.
- vi)** The Purchaser is liable to pay GST / any duty or levy levied by the State or the Central Government on such charges as may be applicable from time to time as per the prevailing law in force.
- vii)** A sum of Rs.__(Rupees _____Hundred only) per Sq.ft towards Sinking fund/corpus.
- viii)** Property taxes, cesses and all other outgoings in respect of the Schedule B Property and/or the Schedule C APARTMENT/ UNIT, from the date of the SCHEDULE C APARTMENT/UNIT is ready for occupation as set out in the notice sent to the Purchaser/Apartment/Unit Owner/s.

However, the Purchaser/Apartment/Unit Owner/s shall not seek for refund of maintenance deposits payable by the Purchaser/Apartment/Unit Owner/s, paid for the purpose of the maintenance of all its common areas, facilities and amenities in the said building.

Payments to the Developer shall be made by bank instrument payable in favour of the Developer. In cases of out station cheque or demand draft or wire transfer, the collection charges, if any will be debited to the Apartment/Unit Owner /s account and credit for the payment made will be given on net credit of the amount. In the event any of the instrument/s is/are dishonoured for any reason the Apartment/Unit Owner /s will be liable to pay Rs.2,000/- (Rupees Two Thousand Only) as collecting charges in the first instance of dishonour and Rs. 4,000/- (Rupees Four Thousand Only) as collecting charges in the second and subsequent instance of dishonour.

15. LOAN:

- 15.1.** If the Purchaser/s is/are desirous of obtaining a loan to finance the payments of the construction of the said Apartment/Unit, the Purchaser/s shall at his/her/their own cost, expense, apply for such loan (hereinafter called 'the Loan') from a bank, housing finance Developer, housing finance society or a financial institution (hereinafter called 'the Financier') and execute all necessary forms and documents and pay all fees, legal costs, stamp duty expenses, etc., in respect thereof.
- 15.2.** The Purchaser/s undertake/s to do all acts, things and take all steps that are required to get the loan amount disbursed and paid to the Developers without any delay and in the manner mentioned in this agreement.
- 15.3.** Notwithstanding whether the loan is obtained or not, the Purchaser/s shall still be liable to pay to the Developer on the due dates, the relevant installments and all other sums due under this Agreement and in the event of any delay and/or default in payment of such amount/s, the Purchaser/s shall be liable to the consequences including payment of interest on the outstanding payments as provided in this Agreement.
- 15.4.** If the Purchaser/s fail/s to obtain the Loan for any reasons whatsoever, the Owner/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.
- 15.5.** The Purchaser/s shall indemnify and keep the Owner/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 said covenants and conditions by the Purchaser/s as mentioned in the Agreement.

15.6. The Purchaser/s agree/s that in case the Purchaser/s opts for a loan arrangement with any financial institutions / banks, for the purchase of the Apartment/Unit, the conveyance of the Said Apartment/Unit in favour of the Purchaser/s shall be executed only upon the Owner/Developer receiving "No Objection Certificate" from such financial institutions/banks from where the Purchaser/s has/have availed financial assistance for development of the said project.

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

16. NATURE OF RIGHT OF USAGE:

16.1. It is agreed that the Private Residence shall be used only for the purpose of a personal residence.

16.2. It is agreed that the Purchaser Car Parks shall be used only for parking cars and the Purchaser Car Parks shall not be used for storage, disposal of old tyres, or as any accommodation for helpers, drivers etc.

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

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

17. RIGHT TO REBUILD AFTER THE PURCHASER HAS TAKEN POSSESSION AND CONVEYANCE.

17.1. In the event of damage or destruction of the Project 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, all Residence Owners in the Project shall have the right to repair or rebuild the Project and the Private Residences. Subject to Applicable Law, the repair or reconstruction of the Project shall be carried out on the basis of the sanctioned plan and other approvals that may be required.

17.2. All the Residence Owners of the Project which is damaged or destroyed

shall bear the cost of such repair or reconstruction in a fair and equitable manner and may utilise the funds available with the Association for these purposes in accordance with the rules and regulations of the Deed of Declaration. Without prejudice to the foregoing, the Purchaser agrees that the proceeds of any insurance that may be obtained by the Association for insuring the Project against any such damage or destruction, shall be utilized only for the purpose of such repair or reconstruction.

18. ASSIGNMENT:

18.1. That during the pendency of this Agreement, the Purchaser/s shall not

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

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

- a) Settling all charges outstanding and payable to the Owner/Developer all other payments mentioned in this Agreement and other overdue interest (if any);
- b) Causing the new buyer(s) to execute Assignment Deeds or fresh Sale Agreement/Deeds with the Owner/Developer (as per the format of the Owner/Developer). And the transferee shall undertake to be bound by the terms of this Agreement.

19. TAXES AND FEES:

19.1. The Purchaser shall pay the Statutory Payments, Khata transfer fees

Or any other charges that are necessary for securing separate assessment for the Schedule "C" Private Residence. It is clarified that the Purchaser shall pay all municipal and property taxes payable or arising in respect of the corresponding Super Built Area of the Schedule "C" Private Residence from the date of Sale Deed or on expiry of fifteen

days' notice to the Purchaser/s as to completion of the Schedule 'C' Apartment/Unit, whichever is earlier.

19.2. The Purchaser is liable to pay GST/any duty or levy levied by the State or the Central Government or any local/statutory authority on such charges as may be applicable from time to time as per the prevailing law in force.

19.3. If any Statutory Payments becoming payable in respect of the Schedule

B Property and or the Schedule C Property or the Project by the Developer for the period after grant of occupation certificate, or if the rates of such Statutory Payments increase from the currently applicable rates after handing over of the possession to the Purchaser of the Schedule "C" Private Residence, a proportionate amount of such Statutory Payments or increase thereof shall be borne by the Purchaser and paid by the Purchaser within 15 (Fifteen) days of a demand for the same being made by the Developer. The Purchaser shall also reimburse to the Developer any amounts paid by it on this account. However, all such payments required to be made by the Purchaser shall be similar to the charges payable by all the other Residence Owners.

20. ASSOCIATION OF OWNERS/ALLOTTEES:-

20.1. The Purchaser/s hereby agree and undertake to become members of the

Owners' Association formed by the Developer and/or by the purchasers of all the Apartment/Units, sign and execute all applications for Membership and other papers, bye-laws and documents as may be necessary to form the Association and/or run the said Association. The purchaser shall execute FORM B under the provision of the Karnataka Apartment Ownership Act, 1972. The Purchaser/s shall observe and comply with all the bye-laws and all the rules and regulations of the said Owners Association and proportionately share the expenses for running the Association and its activities referred to herein.

20.2. It is specifically made clear that the said Owner's Association on its formation is not only for the purpose of attending to the social activities of its members consisting of the owners/occupants of the development in "RENAISSANCE SRICHAKRA", but also for the management, administration and control of the Infrastructure and for collecting the common expenses/Maintenance charges for up-keep and maintenance of the Infrastructure and all other amenities, facilities etc.

21. COMMON MAINTENANCE & MAINTENANCE DEPOSIT:

21.1. The Purchaser/s, from the date the Schedule 'C' Apartment/Unit is handed over or deemed to have been handed over, shall be liable to proportionately share and pay the common maintenance expenses incurred by the Developers or the Agency appointed by the Developer for maintenance of all the common areas and facilities in 'RENAISSANCE SRICHAKRA'.

21.2. The Purchaser/s, in addition to the sale consideration and cost of construction, shall pay to the Developer, the agreed sum per Sq. Feet per month for a period of 12 months from the date of the Developer/Owner obtaining the Occupancy Certificate in respect of the Project as "Common Maintenance Charges". The Common Maintenance Charges is payable on or before possession of the Schedule 'C' Apartment/Unit. The Developer either by itself or through an independent agency shall, out of the aforesaid sum, maintain the common areas in 'RENAISSANCE SRICHAKRA' for a period of 12 (Twelve) months from the date the Schedule 'C' Apartment/Unit is ready for occupation and the Purchaser/s are not required to pay any common maintenance charges during the said period except in case the amounts paid are deficit to meet the charges. The Purchaser/s shall pay the common maintenance charges to the Developer/Maintenance Agency/ Owners' Association in charge of the common area maintenance after the lapse of 12 (Twelve) months stipulated above.

21.3. In the event the Association of the Apartment/Unit Owners takes over the common area maintenance of the Apartment/Units before the 12 (Twelve) months period stipulated above, the Developer shall transfer to the Association the proportionate amount after deducting the maintenance charges up to the date of handing over of the common area maintenance to the Association.

22. FACILITIES FOR USAGE:

The Developer has provided the Facilities which are part of Common Area/ Common Amenities detailed in **ANNEXURE-VIII** herein, for usage by the owners/occupants of 'RENAISSANCE SRICHAKRA' and the Purchaser/s shall be liable to pay usage charges as may be decided from time to time and be bound by the clauses stipulated in **ANNEXURE-IX** herein.

23. TITLE & TITLE DEEDS:

23.1. The Purchaser/s is/are provided with photo copies/ digital copies of All title deeds relating to Schedule A Property and after being satisfied as to the title of the Owner to the Schedule A Property and its right to develop Schedule A Property has/have entered into this Agreement. The Purchaser/s shall not be entitled to further investigate the title of the Owner and/or power of the Owner to develop and sell and no requisition or objection shall be raised in any manner relating thereto. The original

title deeds of the Schedule A Property will be ultimately handed over to the Association of the purchasers/allottees in terms of the Act.

23.2. The Purchaser/s has/have no objection for the Developer to create charge or mortgage on Schedule A Property for raising funds to commence and complete the development and construction in the Schedule A Property. However, the Developer alone is responsible for discharge of the said charge or mortgage before sale of Schedule 'B' and 'C' Property is completed. The Developer agree to secure necessary No Objection Certificates from the lending Bank/Institution and furnish the same to the Purchaser/s at the time of conveyance of Schedule 'B' and 'C' Properties, confirming that Schedule 'B' and 'C' Properties being free from the said charge or mortgage.

24. PROTECTION OF INTELLECTUAL PROPERTY RIGHTS:

The Purchaser is fully aware and acknowledges, understands and agrees that the logo, the mark and all Intellectual Property Rights with the Developer is the sole and exclusive property of the Developer and the Developer has all the intellectual property rights thereto and any use of the same without any limitation whatsoever and in any shape or form or in any manner whatsoever by the Purchaser or any other Person, is expressly prohibited and only the Developer is entitled to the same and to use the same in any form, manner, for any products, and to exploit the same. In the event of violation of the Developer's intellectual property rights by the Purchaser in any manner, the Developer, apart from injunctive relief will also be entitled to be compensated fully including all cost, charges and expenses incurred by the Developer in protecting its rights.

28. DEFECT LIABILITY PERIOD:-

28.1. The Defect liability period shall be for a period of 5 (five) years from The date of issuance of the Occupancy Certificate. The Defect liability shall cover rectification of structural defects, owing to the negligence/omission of the Owner/Developer. It is however agreed by the Purchaser/s that from the date of handing over of the possession of the Apartment/Unit and till completion of the Defect Liability Period, the Purchaser/s shall maintain the said Apartment/Unit and services therein in the same state and condition in which it will be handed over to the Purchaser/s. Further, the Purchaser/s shall, not during such period change/ amend/ modify or carry out any repairs in the said Apartment/Unit or meddle with electrical, water and sanitary layouts, in any manner whatsoever. All defects that are caused due to normal wear and tear, abuse and improper usage / negligence / omission / act / commission on the part of the Purchaser/s/others, is excluded from this clause and for which the Owner/Developer are neither liable nor responsible. Subject to the terms as stated in this clause the Owner /Developer shall endeavour to rectify the

defect within a period of 30 days of such defect being notified in writing to the Owner/Developer.

28.2. The Owner/Developer shall not be responsible for issues such as difference in shades of tiles, tolerances as per IS and building codes, air pockets beneath tiles, separation cracks/gaps between non homogeneous building components, air cracks, slopes considered for water drainage, reduction in carpet area due to plaster thickness and skirting. Minor tile chipping, places where welding is done, shall not be considered as defects. Defects arising from natural wear and tear/forced/ intentional/accidental damages do not come under the scope of maintenance under defect liability. Any defects or damages caused to glass, ceramic, vitrified, porcelain materials shall not come under the defect liability after accepting possession of the Apartment/Unit.

28.3. The Owner/Developer shall not be responsible for routine/non-structural cracks resulting from differential co-efficient of thermal expansion, non- monolithic joints, seasoning effects, sweating of walls, etc. and such other defects caused due to normal wear and tear, abuse and improper usage.

29. EVENTS OF DEFAULT AND CONSEQUENCES:

29.1. Subject to the Force Majeure conditions, the Owner and Developer shall be considered under a condition of Default, in the following events:

- i)** Owner and Developer fail to complete the Project and/or secure Occupancy Certificate for the Project from the plan sanctioning authorities within the time stipulated.
- ii)** Owner and Developer fail to deliver possession of the Apartment/Unit to the Purchaser/s within the time period specified.
- iii)** Discontinuance of the Owner and Developer business as Owner and Developer on account of suspension or revocation of its registration under the provisions of the Act or the Rules or regulations made thereunder.

29.2. In case of Default by Owner and Developer under the conditions listed above, Purchaser/s is/are entitled to the following:

- (i)** Stop making further payments to Owner and Developer as demanded by the Owner and Developer. If the Purchaser/s stop/s making payments, the Owner and Developer shall correct the situation by completing the construction milestones and only thereafter the Purchaser/s be required to make the next payment without any penal interest; or
- (ii)** The Purchaser/s shall have the option of terminating the Agreement in which case the Owner and Developer shall be liable to refund the entire money paid by the Purchaser/s towards the purchase of the

Apartment/Unit, along with interest at State Bank of India highest marginal cost of lending rate plus 2 per cent within sixty days of receiving the termination notice.

- (iii) Provided that where the Purchaser/s do not intend to withdraw from the project or terminate the Agreement, shall be paid, by the Owner and Developer, prevailing interest rate of State Bank of India highest marginal cost of lending rate plus two per cent till the handing over of the possession of the Apartment/Unit.

29.3. The Purchaser/s shall be considered under a condition of Default, on the occurrence of the following events and the Owner and Developer are entitled to terminate this Agreement and refund the amount paid by the Purchaser/s by deducting the booking/advance amount of 10% and the interest and other liabilities within sixty days of cancellation as aforesaid:

- (i) In case the Purchaser/s fail/s to make payments within due date in spite of demands made by the Owner and Developer as per the Payment Plan annexed hereto in Annexures 3 and 4, the Purchaser/s shall be liable to pay interest along with GST and other applicable taxes if any to the Owner and Developer on the unpaid amount at the prevailing State Bank of India highest marginal cost of lending rate plus two percent and default by Purchaser/s under the condition listed above continues for a period beyond two months after notice from the Owner and Developer in this regard;
- (ii) In case of default by the Purchaser/s in compliance of the clauses stipulated relating to delivery of Apartment/Unit;
- (iii) In the event of breach by the Purchaser/s of any of the terms of the agreement and the same not being cured within a period of 30 days' notice to that effect;

29.4. The Purchaser/s shall also have the right to cancel/withdraw his/her/their allotment in the Project. Provided that where the Purchaser/s propose/s to cancel/withdraw from the project without any fault of the Owner and Developer, the Owner and Developer herein are entitled to forfeit 10% booking amount paid for the allotment. The balance amount of money paid by the Purchaser/s shall be returned by the Owner and Developer to the Purchaser/s within sixty days of such cancellation after deducting all outstanding amounts, including interest on delayed payments, taxes and brokerage paid if any.

29.5. The Owner and Developer shall compensate the Purchaser/s in case of any loss caused to him/her/them due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the Rules thereunder.

30. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

30.1. The Purchaser/s, if a non-resident of India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act 1999 (FEMA), Reserve Bank of India Acts & Rules (RBI) made there under or any other statutory amendments/modifications made thereof and all other applicable laws including that of remittance of payments, acquisition, sale, transfer of immovable property etc., and provide the Owner and Developer with such permissions, approvals which would enable the Owner and Developer to fulfil its obligations under this Agreement. The Purchaser/s agree/s that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by RBI, the Purchaser/s alone shall be liable for any action under FEMA. The Purchaser/s shall keep the Owner and Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser/s to intimate the same in writing to the Owner and Developer immediately and comply with necessary formalities if any, under the applicable laws. The Owner and Developer shall not be responsible for any third party making payments, remittances on behalf of any Purchaser/s and such third party shall not have any right in this application/allotment of the Schedule 'B' Apartment/Unit in any way and the Owner and Developer shall issue the payment receipts in favour of the Purchaser/s only.

30.2. In terms of the provisions of the Act, Owner and Developer will deposit/has deposited portions of the amounts realized for the real estate project from the allottees/purchasers, from time to time, in a separate account maintained with a scheduled bank. The Purchaser/s specifically understand/s and consent/s that the Owner and Developer are entitled and shall withdraw the amounts from the said account, in proportion to the percentage of completion of the project upon certification by an engineer, an architect and a chartered accountant in practice that the withdrawal is in proportion to the percentage of completion of the Project, and the Purchaser/s shall not raise any dispute in this regard whatsoever.

31. POWER SUPPLY:

31.1. The Schedule 'C' Property will be provided with electricity supply Which may be provided by government agencies like BESCO or private electricity companies. The Purchaser/s shall pay all deposits and other charges as stipulated by them. The Purchaser/s agrees/s to pay the consumption charges as per meter reading and further comply with the

rules and regulations imposed by the authorities in respect thereto.

31.2. The Developers agree to provide not more than 2 Kilowatts back-up power from the captive power source. The Purchaser/s agrees/s to pay the consumption charges to the Developer/Maintenance Company/Service Provider as per the meter reading. The tariff and charges for such back up power will be as fixed by the Developer/Maintenance Company/Service Provider from time to time.

31.3. The Developer/Maintenance Company/Service Provider are not responsible for the quality of power supply either from Bangalore Electricity Supply Company Ltd., Private companies or from the captive power source and/or for consequences arising there from including in case of any damage to the gadgets/ equipment in the Schedule `C' Private Residence.

32. WATER SUPPLY:

32.1. The Schedule 'C' Property will be provided with water supply. The source for the water to the development in Schedule Property may be from Government Agencies like BWSSB or any other Local authority. The Purchaser/s agree/s to pay all deposits and other charges as stipulated by the above Government Agencies. In the absence of water supply from the Government Agencies and/or in addition to the supply from the Government Agencies water supply may also be made from the bore-well/s in Schedule Property subject to availability of water and/or by purchase from outside source/s in the event of short supply without assuring for the quality of the water supply and the Purchaser/s agree/s to pay the charges for consumption depending on the nature/mode and extent of water supply.

32.2. The Purchaser/s agrees to pay the consumption charges to the Developer/Apartment Owners Association / Maintenance Company/Service Provider. The tariff and charges for such water supplies will be as fixed by the Developer/Maintenance Company/Service Provider as aforesaid from time to time.

33. LIMITED RIGHT OF PURCHASER/S:

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

34. INSPECTION:

The Owner/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. But the Purchaser/s shall not have the right to obstruct or interfere or hinder the progress in development and/or construction on any ground and at any time.

35. FIRST CHARGE:

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

36. NOTICES:

36.1. Any notice or correspondence to be sent to any party under this Agreement shall be addressed and sent to their respective addresses mentioned in this Agreement and such notices and correspondence are deemed to have been served on the parties if addressed and sent by Certificate of Posting or by Courier or by personal delivery. The party sending notice/correspondence is not responsible for non-delivery due to change in the address if the party changing the address has not intimated in writing the change of address.

36.2. In case there are joint purchaser(s) all the communications shall be Sent by the Owner/Developer to the Purchaser whose name appears first and at the address given by the Purchaser which shall for all intents and purposes be considered as properly served on all the Purchaser/s.

37. WAIVER NOT A LIMITATION TO ENFORCE:

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

37.2. Failure on the part of the Owner/Developer 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.

38. BINDING EFFECT:

Forwarding this Agreement to the Purchaser/s by the Owner/Developer does not create a binding obligation on the part of the Owner/Developer or the Purchaser/s until, the Purchaser/s sign/s and deliver/s this Agreement with all the Schedules along with the payment due as stipulated in the payment plan within thirty days from the date of receipt by the Purchaser/s. If the Purchaser/s fail/s to execute and deliver to the Owner/Developer this Agreement within from the date of its receipt by the Purchaser/s, then the Owner/Developer shall serve a notice to the Purchaser/s for rectifying the default, which if not rectified within thirty days from the date of its receipt by the Purchaser/s, application of the Purchaser/s shall be treated as cancelled and the Owner/Developer are entitled to forfeit the booking amount paid by the Purchaser/s.

39. COMPLETE AGREEMENT:

The parties acknowledge that this Agreement is the complete Agreement. This Agreement supersedes brochures, letters of Offer/Payment Plan, any prior Agreements and representation between the parties, whether written or oral. Any such prior arrangements shall deemed to be cancelled as at this Date.

40. MISCELLANEOUS

(a) Reservation of rights

No forbearance, indulgence or relaxation or inaction by the Parties at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of the Parties to require performance of that provision. Any waiver or acquiescence by the Parties of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence of any right under or arising out of this Agreement or of the subsequent breach, or acquiescence to or recognition of rights other than as expressly stipulated in this Agreement.

(b) 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.

(c) Amendment

No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereto or any rights arising here from shall be valid or binding unless made in writing and duly executed by both Parties.

(d) Counterparts

This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. The Parties will be signing such counterpart.

(e) Entirety

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 Schedule "C" Property.

(f) Stamp Duty, Registration Charges etc.

- 1) The stamp duty payable on this Agreement shall be borne by the Purchaser exclusively. The Owner/Developer shall have no liability in respect thereto.
- 2) The stamp duty and registration fee or any demands if any deficit payments prevailing on the Sale Date, legal expenses for the documentation of this Agreement and the Sale Deed and all other miscellaneous and incidental expenses for execution and registration of Sale Deed, shall be borne by the Purchaser exclusively. The Owner/Developer shall have no liability in respect thereto. However, in case the Purchaser fails to deposit the stamp duty, registration charges and all other agreed charges the Purchaser authorizes the Owner/Developer to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Owner/Developer is made by the Purchaser. The Purchaser shall be solely responsible and liable for compliance of the provisions of Karnataka Stamp Act, 1957 including any actions taken or deficiencies/penalties imposed by the Authority.

(g) SPECIFIC PERFORMANCE, DISPUTE RESOLUTION & JURISDICTION AND ARBITRATION:

Either party shall have the right to enforce specific performance of this Agreement at the cost of defaulting party. In the event of breach of the terms of this Agreement to Sell or in the event of any

differences or disputes arising between the parties in regard to this Agreement or any matter relating thereto, the same shall be first referred to an Arbitrator and his award shall be final and binding on the parties hereto and Arbitration shall be as per the Provisions of the Arbitration & Conciliation Act in force. The Arbitration shall be conducted in English Language and the place of Arbitration shall be in Bangalore. The courts at Bangalore alone shall have jurisdiction in all matters relating to this Agreement.

41. CUSTODY:

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

14 PERMANENT ACCOUNT NUMBER AND AADHAR CARD NUMBER.

The Permanent Account number and Aadhar Card Number are as follows:

- (a) **First Party/Owner** :
- (b) **Second Party/Developer** :
- (c) **Third Party/Purchasers** :

SCHEDULE "A" PROPERTY

All that piece and parcel of the residential property bearing Site No.54/1 (Old No.54/B) measuring 109'x108', admeasuring 11,772 Sq.ft., situated at 17th cross, Malleswaram, Bangalore, together with building thereon and bounded as follows:

East by	:	Common Passage
West by	:	Mrs.Jayamma Raghavachar's House
North by	:	Premises bearing No.54
South by	:	17 th cross, Malleswaram

SCHEDULE "B" PROPERTY

(Description of Undivided Share agreed to be sold)

_____ % equivalent to about _____ Sq Mtr. (_____ Sq.ft) of undivided interest corresponding to the Schedule "D" Private Residence taking into consideration the FAR achieved on the Schedule A Property land and in case of additional FAR or TDR that may be permitted under the Act and finally to be recorded in the Deed of Declaration and the Sale Deed.

SCHEDULE "C" PROPERTY

(Description of the Private Residence to be constructed under the Scheme by the Developer for the Purchaser)

All that _____ Bedroom Residential Apartment unit bearing No. _____ on the _____ Floor in Block No. _____ of the Project "RENAISSANCE SRICHAKRA" to be constructed on the Schedule A Property and measuring Carpet area of _____ Sq Mtr. (_____ Sq. ft.) Super Built Area of _____ Sq Mtr. (_____ Sq. ft.) Built up Area of _____ Sq Mtr. (_____ Sq. ft.) Balcony area of _____ Sq Mtr. (_____ Sq. ft.) and Utility area of _____ Sq Mtr. (_____ Sq. Ft) along with exclusive rights to use _____ car parking space/s in the basement/ ground floor or periphery together with proportionate share in common areas such as passages, lobbies, lift, staircases and other areas of common use, including the floors, ceiling and walls between apartments jointly belonging to such other Apartment Owners equally.

SCHEDULE D

RIGHTS OF THE PURCHASER:

- a) The right to own the Apartment for residential purposes subject to the terms contained herein.
- b) Full right and liberty for the Purchaser/s and all persons authorized or permitted by the Purchaser/s (common with all other persons entitled, permitted or authorized to the like right) at all times, by day and night to go, pass and re-pass and use the common staircases and the passages and common areas inside and outside the said building on the Schedule Property for ingress and egress and use in common except for the Terrace Areas/Garden Areas/Car Parking Areas allotted exclusively for the use of a Purchaser of an apartment in the Building.
- c) 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, by day and by night to go, pass and by pass over the land appurtenant to the building on the Schedule Property.
- d) The right to subjacent and lateral support, shelter and protection for his/her/their Apartment from the other parts of the said building and from the side and roof thereof.
- e) The right to free and uninterrupted passage of running water, gas, electricity, sewerage etc., from and to the said building and to the said Apartment through the sewers, drains and water courses, cables, and wires which now are or may at any time hereafter be in, under or passing through the said building or any part thereof.
- f) The right of passage for the Purchaser/s and the Purchaser's agents or workmen to the other parts of the said building for repairing, cleaning, maintaining or removing water courses, cables, pipes and wires causing

as little disturbance as possible to the other Apartment Owners and making good any damage caused.

- g)** Right to lay cables or wires through common walls or passage for radio, television, telephone and such other installations, however, having due regard to the similar rights of other owners of the Apartments.
- h)** Subject to payment for common facilities and services, the right to enjoy the common services and facilities provided in the said building.
- i)** The right to the use of common open area left around the said Residential Apartment Complex in the Schedule Property (other than the area specifically allotted to any owner for exclusive use) and the entrance area of the building.
- j)** Absolute ownership and possession of the Schedule 'D' Apartment/Apartment/Unit/Private Residence.
- k)** Exclusive right to use of any portion of garden / terrace area, if allotted.
- l)** Right to reasonable access to the overhead tanks as also the lift-room that may be located at or above the terrace.
- m)** Right to make use of the apartments for residential purposes only.

SCHEDULE - E

RESTRICTION/OBLIGATIONS OF THE PURCHASER:

- a)** Not to seek for partition of the Schedule Property by metes and bounds and shall always enjoy the Schedule Property as Co-owners along with other Co-owners thereof;
- b)** Not to raise any construction in addition to the apartment allotted and constructed for him / her / them.
- c)** Not to put up any construction in Garden/Terrace/Parking areas or alter the use thereof, unless authorized by the Vendors/Developer herein
- d)** Not to use or permit the use of the Apartment in a manner which would diminish the value of the utility in the property or construction made thereon.
- e)** Not to use the space, in the land area described in the Schedule above, left open after the construction of the Said Building thereon for parking any vehicle or to use the same in a manner which might cause hindrance to other persons or obstruct the movement of vehicles parked in the parking spaces.
- f)** Not to default in the payment of any taxes or levies to be shared with the other Purchasers of apartment/Apartment Owners in the Schedule Property or expenses to be shared by owners from the date of registration of the Sale Deed in favour of the Purchaser/s.
- g)** Not to decorate the exterior part of the Said Building constructed on the Schedule Property other than in the manner agreed to by at least two third majority of the Owners of the Said Building.
- h)** Not to make any arrangement for the maintenance of the Said Building and for ensuring common amenities herein for the benefit of all concerned other than that agreed to by two third majority of all other Apartment Owners.

- i)** To become Member/s of the Apartment Owners' Association on its formation and observe and perform the terms and conditions and bye-laws and rules and regulations of the Association that may be formed and pay the admission fee and other fees that may be required. The affairs of the building and the Schedule Property shall be handed over to the Association on its formation and each of the Apartment Owners shall pay all common expenses and other expenses, taxes and outgoings with regard to his / her / their apartment to the Association. Such Association shall be purely for the purpose of maintenance and management of the Said Building though each individual owner of apartment will be owner thereof and the undivided share in the land. The main purpose and object of such Association is to take over accounts / finance of the Said Building and properly manage the affairs of the same, provide all facilities to owners / occupants on payment of the proportionate share of maintenance cost and outgoings. The Developer shall not manage the affairs of the Schedule Property upon the formation of Association. For this purpose, unconditionally and irrevocably authorize the Owners/ Developer to approve and register a deed of declaration as per the Karnataka Apartment Ownership Act, 1972 or otherwise as may be deemed fit, or applicable, as the case may be and will automatically become a member and will abide the terms of the declaration executed.
- j)** Not to use or permit the use of the common passage and common staircase, either for storage or for use by servants at any time or hang their household cloths, linen and other personal effects on the verandahs or above the parapet or railing level.
- k)** To use the apartment as a private residence and the car parking space for parking light vehicle.
- l)** To maintain the front elevation and the side and rear elevations of the apartment in the same form as the Developer has constructed and not at any time alter the said elevation in any manner whatsoever without the prior consent in writing from the Developer or the Association, as the case may be.
- m)** To maintain and keep, from the date of registration of this Sale Deed, his / her / their apartment at his / her / their cost in a good and tenantable repair and condition and shall not do or suffer to be done anything in or to the said apartment and / or common passages, or the compound and maintain the walls and partition walls, sewers, drains, pipes and appurtenances, thereto belonging, in good tenantable repair and good condition and shall abide by all bye-laws, rules and regulations of the Government, Bruhat Bangalore Mahanagara Palike, Bangalore Development Authority or any other authorities and Local Bodies and shall attend to, answer and will be responsible for all actions for violation of any such conditions or rules or bye-laws.
- n)** It is a specific term and condition of the rights created in favour of the prospective purchasers in the apartment building being constructed on the Schedule Property that :-
 - i.** The name of the project “RENAISSANCE SRICHAKRA” shall not be altered.

- ii.** The name and/or apartment numbers shall be put in standardized letters and colouring only at the location / board that may be designated by the Developer in the entrance lobby and / or at the entrance door of the every Apartment as the case may be but at no other place in the Said Building and the numbering pattern shall not be altered.
 - iii.** No sign board, hoarding or any other logo or sign shall be put up by the Apartment Owner on the exterior of the building or on the outer wall of the Apartment.
 - iv.** The apartment owner/s shall not be entitled to remove and / or alter the logo and sign boards that will be erected by the Developer in the Said Building or on the outer wall of the Apartment Complex.
 - v.** The Apartment Owner/s shall not alter the colour scheme of the exterior of the Said Building or of the exterior lobby wall of the said apartment though the Apartment Owner shall be entitled to select and carry out any decoration / painting of the interior of the said Apartment.
 - vi.** The Apartment Owner/s shall not do anything that may adversely affect the aesthetic appearance/beauty of the building, nor do anything in the compound of the property which may cause any nuisance or obstruction or hindrance to the other owners.
 - vii.** The Apartment Owner/s shall, from time to time, do and execute all further acts, deeds, matters and things as may be required by the Vendors / Developer, as the case may be, for duly implementing the terms and intents of this Sale Deed.
- o)** The Apartment Owner/s shall be aware that the exclusive right of use of car parking space shall be allotted by the Owners/Developer to various Apartment Owner/s and that the right of use so allotted shall vest solely in the respective Apartment Owner to whom it is allotted, notwithstanding that reserved car parking space forms part of the common area of Said Building. The Apartment Owner shall have no objection to such right of use being allotted. It is however, clearly understood that such right of use shall not vest in the Apartment Owner/s any title to the land earmarked as Car Parking Space and the Apartment Owner/s are not entitled to enclose such car parking space. It is also further clearly understood and agreed by and between the parties hereto that the Owners /Developer shall similarly be allotting the exclusive right of use of terrace areas and garden areas to various Apartment Owner/s and the other Apartment Owner/s shall not have any objection to the same nor deprive such allottees from enjoying the same. Further the Owners /Developer shall be entitled to rent, lease and / or otherwise dispose off the remaining car parking areas to third parties, put up hoardings, sign boards and other display/telecommunication towers/equipment in the ground floor, terrace floor and/or open areas, rent, lease and otherwise dispose off such display rights to third parties on such terms and conditions as they may deem fit and the Apartment Owners shall not have the right to raise any objection for such acts of the Owners /Developer.

- p)** The Apartment Owner/s shall not at any time cause any annoyance, inconvenience or disturbance or injury to the occupiers of the other apartments / Garden area / Terrace area and car parking space etc., in the Said Building and the Apartment Owner /s shall not :-
- i.** Close the lobbies; stairways, passages and car parking spaces and other common areas
 - ii.** Make any alterations in the elevation or both faces of external doors and windows of the apartment / parking space acquired by Apartment Owner/s which in the opinion of the Owners Association and / or Developer differ from the colour scheme of the building.
 - iii.** Make any structural additions or alterations inside the apartment and the Car Parking areas.
 - iv.** Default in payment of any taxes or levies to be shared by the other Owners of the Schedule Property or common expenses for maintenance of the building.
 - v.** Create nuisance or annoyance or damages to other occupants and owners by allowing pounding, running machinery and causing similar disturbances and noises.
 - vi.** Install machinery, store / keep explosives, inflammable / prohibited articles which are hazardous, dangerous and / or combustible in nature.
 - vii.** Use common corridors, staircases, lift lobbies and other common areas for any purposes
 - viii.** Bring inside or park in the Schedule Property any lorry or any heavy vehicles.
 - ix.** Enter or trespass into the parking areas / garden areas / terrace areas not earmarked for general common use.
 - x.** Not to throw or allow or suffer to be thrown dirt, rubbish, rags, cigarettes, used articles and or other refuse or permit the same to be thrown out from the Said Apartment or in the compound or any portion of the said building wherein the said Apartment is situated.
 - xi.** Undertake any interior decoration work or additions, alterations inside the Apartment involving structural changes.
 - xii.** Trespass into other apartments in the Said Building.
 - xiii.** Create any nuisance or disturbance or misbehave in the matter of enjoying the common facilities provided to all the Apartment Owners in the Said Building.
 - xiv.** Refuse to pay such sums as are demanded for use and enjoyment of common facilities in the Schedule Property.
 - xv.** Put up any construction in Garden / Terrace / Parking Areas or alter the use thereof.
 - xvi.** Park any vehicles in any part of the Schedule Property except in the parking area specifically allotted.
 - xvii.** Drape clothes in the balconies and other places of building.
- q)** To use all sewers, drains and water lines now in or upon or hereafter to be erected and installed 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.

- r)** To carry out at his / her / their cost such repairs and maintenance to water lines, sewerage lines and the like in their respective apartment in the event of there being any complaint, from the Apartment Owner below, of leakage / seepage of water, sewage and the like through the floor of the apartment (i.e., roof of the owner of the apartment down below) with prior permission of the Apartment Owner below.
- s)** To permit the Developer and / or the Owner's Association, as the case may be, its agents and representatives with or without workmen at all reasonable times to enter into and upon his / her / their Apartment / Parking Space / Garden / Terrace or any part thereof for the purpose of repairing, maintaining, re-building, cleaning and keeping in order and condition all services, drains, structures or other conveniences belonging to or servicing or used for the said apartment and also for the purpose of laying, maintaining, repairing and testing drainage, water pipes and electric wires and for similar purposes and also for the purpose of cutting off the supply of water, electricity etc., to the Apartment / Parking Space / Garden / Terrace or other common areas of the building or to the occupiers of such Apartment./ Parking Space / Garden / Terrace as the case may be who have defaulted in paying his / her / their share of the common expenses. The Developer is not liable or answerable for payment of common expenses etc., stated in this Agreement any time for unsold apartment.
- t)** The Apartment Owner shall have no right at any time whatsoever to obstruct or hinder the progress of the construction of Residential Apartment Complex or any part thereof in the Schedule Property.
- u)** The Apartment Owner shall, from the date of possession, keep his / her / their apartment, the walls and partition walls, sewers, drains, pipes and appurtenances, thereto belonging, in good tenantable repair and condition and shall abide by all bye-laws, rules and regulations of the Government, Corporation of the city of Bangalore, Bangalore Development Authority or any other authorities and Local Bodies and shall attend to, answer and will be responsible for all actions for violation of any such conditions or rules or bye-laws.

- v) The Apartment Owner shall maintain at his / her / their own cost his / her / their Apartment and Parking / Garden / Terrace area in good condition, state and order and shall abide by all the laws and regulations of the Government, Bangalore Mahanagara Palike, Bangalore Development Authority and any other duly constituted authority from time to time in force and answer and be responsible for all notices or violations and of any other terms and conditions in this Agreement, from the date of execution of Sale Deed.

ANNEXURE 1

***PLAN SHOWING THE SCHEDULE A PROPERTY AND THE LOCATION OF
THE CONSTRUCTION OF THE PROJECT***

ANNEXURE 2

SCHEDULE 'C' PRIVATE RESIDENCE PLAN

ANNEXURE 3
STAGES OF CONSTRUCTION OF THE PROJECT

Sl.No	Milestone
1.	Completion of Stilt floor slab
2.	Completion of 1st floor slab
3.	Completion of 2nd floor slab
4.	Completion of 3rd floor slab
5.	Completion of Terrace slab
6.	Completion of Unit Blockwork
7.	Completion of Unit Plastering work
8.	Completion of Unit flooring
9.	Possession or Registration

ANNEXURE 4
PAYMENT PLAN FOR SALE CONSIDERATION

Sl.No	Milestone	%	Amount	GST @ 5%	Total Amount Payable
1.	On booking & execution of Agreement	10			
2.	30 Days from Agreement.	20			
3.	On completion of First floor slab	10			
4.	On completion of 2 nd floor slab	10			
5.	On completion of 3 rd floor slab	10			
6.	On completion of Terrace floor slab	10			
7.	On completion of Unit Plastering work	10			
8.	On completion of Unit flooring	10			
9.	On Final Notice for Possession or Registration whichever is earlier.	10			
	TOTAL	100			

(Rupees: _____ Only)

ANNEXURE 5
OTHER COSTS CHARGES AND EXPENSES

Sl.No	Description	Amount	GST @ 18%	Total Amount Payable
1	Annual Maintenance Charges			
2	Corpus/Sinking Fund			
	TOTAL			

(Rupees _____ Only)

ANNEXURE 6
SPECIFICATIONS

Structure	RCC framed structure
Car parking	Stilt & Surface
Foyer/Living/Dining/Family	Marble
Kitchen & Bedrooms	Vitrified tiles for flooring and skirting
Master Bedroom	Laminated wooden flooring with profile skirting
Toilets	Vitrified/Ceramic tiles. Dado upto false ceiling. False ceiling with grid panels
Utilities and Balconies	Anti-skid ceramic tiles for flooring and skirting
Common Staircases	Granite for riser and tread with MS handrails
Joinery	Main Door : Engineered Flush shutter with both side veneer with hard wood frame with threshold and architrave
	Bedroom Door : Flush Shutter with both side veneer and hard wood frame with architrave and without threshold
	Toilet Door : Flush Shutter with both side laminate and hard wood frame with architrave
	Balcony Door : 3 track UPVC sliding door with provision for bug screen
	Window : 3 track UPVC sliding window with provision for bug screen
	Ventilator : UPVC ventilators with part glass louvers
Lift	Automatic lift of 8 passenger capacity of reputed make
	Toilet : Provision for hot & cold water supply for shower and washbasin with CP fittings and

Plumbing Works	CPVC pipes
	Kitchen : Provision for hot & cold water supply for sink
	Utility : Provision for cold water supply for sink and washing machine
Sanitary ware	Toilet: Wall mounted EWC with concealed cistern. Counter top wash basin in all toilets
	Maids'/Drivers' Toilet: Wall mounted EWC with exposed flush tank, wall hung wash basin. Anti-skid ceramic tiles for flooring and ceramic tile dado upto lintel height
Electrical Works	BESCOM power supply : 3BHK: 6KW (3 phase) , 4BHK : 8KW (3 phase) for each unit
	Standby power of 2KW for each unit and 100% power backup for common areas.
	Provision of split AC in living and all bedrooms
	Television points in living and all bedrooms
	Telephone points in living and all bedrooms
	Modular electrical switches and fire resistant electrical wires of reputed make
	Toilets : Provision of geyser point and exhaust fan points in all the toilets
	Kitchen : Electrical point provision for water purifier, refrigerator, microwave, mixer/grinder, hob, chimney, instant geyser in the kitchen
	Utility : Electrical point provision for washing machine
Paint	Interiors : Emulsion paint for walls and OBD for ceiling
	Exteriors : Combination of exterior grade emulsion paint and texture paint
	Enamel paint for MS railings
Hardware	SS finish hardware

ANNEXURE 7
TERMS AND CONDITIONS OF USE OF PURCHASER CAR PARKS

The Purchaser shall at all times be bound by the terms and conditions of use of the Purchaser Car Parks as listed under:

1. The Purchaser will at all times act responsibly and safely in the use of the Purchaser Car Parks and comply with all directions given by the Developer in the day to day use of the Purchaser Car Parks.
2. The Purchaser will use the Purchaser Car Parks for the sole purpose of parking a motor vehicle in his/her/its capacity as the owner of the Schedule "C2" Private Residence and for no other purpose whatsoever.
3. The Purchaser will not bring into the Purchaser Car Parks at any time any petroleum or other inflammable volatile oil or substance other than petroleum in the fuel tank of any motor vehicle.
4. The Purchaser will not cause any nuisance, damage, obstruction, annoyance or inconvenience to the car parking spaces of other Residence Owners.
5. The Purchaser will not bring into or on the Purchaser Car Parks or allow to remain there any un-road worthy or excessively noisy motor vehicle or any motor vehicle incapable of being accommodated within a standard passenger car parking space or within the clear height of a level in the Purchaser Car Parks.
6. Parking and use of the Purchaser Car Parks is solely at the Purchaser's risk. The Purchaser will have no claim against the Developer or its contractors or otherwise or against any one whom they represent or any of the employees or agents of the Developer or its contractors for any loss or damage to property or personal injury or loss of life directly or indirectly related to the Purchaser's use of the Purchaser Car Parks. Furthermore, the Purchaser will indemnify the Developer against any such claims and the costs thereof.
7. The Purchaser will permit the staff managing the car parks in the Project to move his/her/its car in the event of emergencies or in other appropriate circumstances, on the understanding that they have no duty to do so.
8. The Residence Owner will only use the Purchaser Car Parks so allocated and will recognise the Developer's right to re-allocate spaces as required.
9. This car parking arrangement is only a right of use granted to the Purchaser, giving the Purchaser no property interest in the Purchaser Car Parks.
10. The Purchaser's vehicles shall at all times comply with all road markings, signs and the directions of authorised persons.
11. Vehicles of the Purchaser shall be parked within the lines designating the Purchaser Car Parks and shall at all times be parked in such a way that no obstruction is caused to the car parks access lanes.

12. The Purchaser must:
 - (a) observe and conform to all the rules and regulations relating to the use of the car parks made and issued by the Developer/Association from time to time;
 - (b) advise the Developer /Association regarding the registration number and name of the driver of any vehicle which may park in the car parks, if required by the Developer /Association, and shall notify the Developer /Association in the event of any change in respect of the same.
13. The Developer or its contractors may access any part of the Purchaser Car Parks at any time for the purpose of inspecting it, doing any necessary repairs or for any other specified purpose.
14. Alteration of Terms and Conditions in this Annexure:
 - (a) The Developer /Association may vary these terms and conditions by adding, altering or deleting any of them.

The Developer may charge the Purchaser a penalty if the Purchaser violates any of the terms and conditions mentioned herein as per its policies relating to the use of the Purchaser Car Parks.

ANNEXURE- 8 – FACILITIES **NA**

ANNEXURE-9

CLAUSES FOR USE AND ENJOYMENT OF FACILITIES

- 1) The possession of all the Facilities referred to above, including movable assets therein shall remain absolutely and exclusively with the Developers and/or their associate concerns, agents, nominees, assignees and/or transferees including Maintenance Company until formation of Owners Association.
- 2) The Purchaser/s as long as he/she/they remain Owner in 'RENAISSANCE SRICHAKRA', shall be entitled to use the Facilities along with the Owners/Occupants of 'RENAISSANCE SRICHAKRA' subject to:
 - a) Strict observance of the rules framed by the Developers, their agents/assigns/Owners Association, from time to time;
 - b) The payment of the subscriptions as may be fixed from time to time by the Developers and/or their agents/assigns/Owners Association;
 - c) The payment of charges for usage as may be fixed from time to time by the Developers and their agents/assigns/Owners Association and are entitled for the following:
 - i) The Purchaser/s and his/her/their immediate family are entitled to be enrolled as members to use the Facilities without payment of any additional consideration.
 - ii) Membership of each of the various Facilities, if any, entitles a member to use and enjoy the same, subject to strict observance of rules framed by the Developers and their agents/assign and subject

to the payment of the subscriptions as may be fixed by them and subject to payment of charges for usage of each of the Facilities.

- iii) Members will only have a right to use the Facilities and have no interest, right or title whatsoever to any of the assets, movable or immovable.

The Purchaser/s is/are entitled to be enrolled as member/s of each of the various Facilities on payment of enrolment and other fees.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the date and the year first hereinabove written.

WITNESSES:

1. Signature :

Name : **First Party / Owners**

Address :

2. Signature :

Name : **Second Party / Developer**

Address :

PURCHASER/S