

AGREEMENT FOR SALE

**THIS AGREEMENT FOR SALE IS EXECUTED ON THIS THE _____
DAY OF _____ TWO THOUSAND TWENTY TWO (___/___/2022) AT
BANGALORE**

BY AND BETWEEN

- 1) **Mrs. LUDVINA S.VINCENT** (AADHAAR No. 204635059816 & PAN: AEOPV6441C), aged about 55 years, W/o Late S. Vincent, R/at: No.3/1, Milton Street, Near ITC Infotech, Cooke Town, Bharathinagara, Bangalore – 560 005;
- 2) **Mrs. MARY CHITRA** (AADHAAR No. 273596757388 & PAN: AFVPC6729G), Aged about 59 years, W/o Mr. Matthew Abraham, R/at: No.3/2, Milton Street, Cooke Town, Bangalore – 560 005;
- 3)(a) **Mrs. ROSE MARY KUMAR** (AADHAAR No. 469559605889 & PAN: CAIPR7884P), Aged about 65 years, W/o Late Mr. Francis Prem Kumar, R/at: No.3, Milton Street, Cooke Town, Opp: Maria Nivas Convent, Bharathi Nagar, Fraser Town, Bangalore – 560 005;
- (b) **Ms. KAVITHA IRWIN** (PAN: AALPI5306G), Aged about 41 years, D/o Late Mr. Francis Prem Kumar, W/o Edward Pravin Irwin, Presently Residing at: 36 Bach Avenue, Whitby, ON L1R 2P7, Canada;
- (c) **Ms. BERNADETTE VINEETHA KUMAR** (AADHAAR No. 78162600 2884 & PAN: EWBPK3592J), Aged about 32 years, D/o Late Francis Prem Kumar, W/o Mr. Adhar Jain, Presently Residing at: 43 Schwinn Drive, Nashua NH 03062, United States;
- (d) **Ms. MARIA ANITHA KUMAR** (AADHAAR No. 775290819256), Aged about 36 years, D/o Late Francis Prem Kumar, W/o Mr. Doyle Savio Rodrigues, Presently Residing at: 3813 Taladega Trace, Austin 78728, United States;

All Rep. by their GPA Holder-**M/s. LEWIS INFRASTRUCTURE AND PROJECTS** (PAN: AAMFN4665N), A Partnership Firm, registered under The Indian Partnership Act 1932, having its registered Office at: Lewis Tech Park, No.18, Miller's Road, Nandidurga Road, Benson Town, Bangalore – 560 046. Rep. by its Partner, **Mr. Santosh Lewis**.

Hereinafter called the '**OWNERS**'/ '**VENDORS**', which term or expression shall unless repugnant to the subject or context be deemed to include their heirs, successors, legal representatives, administrators, executors, assigns etc., of the FIRST PART;

AND

M/s. LEWIS INFRASTRUCTURE AND PROJECTS (PAN: AAMFN4665N), A Partnership Firm, registered under The Indian Partnership Act 1932, having its registered Office at: Lewis Tech Park, No.18, Miller's Road, Nandidurga Road, Benson Town, Bangalore – 560 046. Rep. by its Partner, **Mr. Santosh Lewis**.

Hereinafter called as the '**DEVELOPER**'/'**BUILDER**'/'**CONFIRMING PARTY**', which term or expression shall unless repugnant to the subject or context be deemed to include besides the firm and its Partners for the time beings, its/each of their heirs, successors, legal representatives, administrators, executors, assigns etc., on the SECOND PART;

AND

1) **MR.** _____ (PAN: _____ & AADHAAR NO: _____), aged about ____ years, son of Mr. _____

2) **MRS.** _____ (PAN: _____ & AADHAAR NO: _____), aged about ____ years, son of Mr. _____

Both _____ residing _____ at _____ No. _____ and _____

hereinafter called the '**PURCHASERS**' / '**ALLOTTEES**', which term or expression shall unless repugnant to the subject or context be deemed to include their heirs, successors, legal representatives, administrators, executors, assigns etc., on the THIRD PART;

‘Owners’, ‘Developer’ and ‘Purchasers’ shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”. The Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Developer regarding the Land on which Project is to be constructed.

WHEREAS the plot bearing **New No. 3, (Old No. 8), Milton Road, Bangalore measuring 6600 square feet** belonged to Smt. Theresa, D/o Mr. T. Chinnappa Reddy having acquired the said property by a Deed of Partition dated 24/8/1961 and registered as document No. 5309 of Book-I, Volume 2058 at pages 75 to 95, registered in the Office of the Sub Registrar, Bangalore North Taluk, Bangalore.

AND WHEREAS, Smt. Theresa, D/o Mr. T. Chinnappa Reddy sold the said property to Mr. S. Francis Prem Kumar by a registered sale deed dated 18/3/1972 and the sale deed is registered as Document No.4320 of 1971-72 of Book-I at pages 87 to 89, Volume 1689, registered before the Sub Registrar, Shivajinagar, Bangalore.

AND WHEREAS, by a Deed of Settlement made between Mr. S. Francis Prem Kumar and Mr. S. Vincent (younger brother of Mr. S. Francis Prem Kumar) a portion of the above said property measuring 45 x 40, totally measuring 1800 square feet was transferred to Mr. S. Vincent and the Settlement Deed was registered as Document No. 4408 of 1973-74 of Book-I, Volume 1792 at pages 210 to 213, registered before the Sub Registrar, Shivajinagar, Bangalore.

AND WHEREAS, Mr. S. Vincent died intestate on 13.02.1997 leaving behind his wife Mrs. Ludvina S. Vincent and children viz. (1) Mr. Rohit V. Joseph and (2) Mr. Rahul V. Gerald to inherit his estate.

AND WHEREAS, Mr. Rohit V. Joseph and Mr. Rahul V. Gerald executed a Release Deed on 03/01/2014 in favour of their mother Mrs. Ludvina S. Vincent, the first among the First Party, registered as Document No. HLS-1-05839-2013-14 of Book-I, stored in CD No. HLSD91, registered before the Sub Registrar, Ulsoor, Bangalore.

AND WHEREAS, Mr. S. Francis Prem Kumar, S/o Mr. Santiyagappa sold a portion of the said property measuring East to West 45 feet and North to South 37 feet totally measuring 1665 square feet along with 4 square building to Smt. Mary Chitra, W/o Dr. Matthew Abraham, who is the 2nd

among the First Party by a registered sale deed dated 7/12/1995 and the said sale deed is registered as document No. 3382 of 1995-96, registered before the Sub Registrar, Shivajinagar, Bangalore.

AND WHEREAS, Mr. S. Francis Prem Kumar died intestate on 04.12.2018 leaving his wife Smt. Rose Mary Kumar and his 3 daughters viz. (1) Ms. Kavitha Irwin, (2) Ms. Bernadette Vineetha Kumar and (3) Ms. Maria Anitha Kumar, who are the 3rd among the Vendors to inherit his estate.

WHEREAS, by a Deed of Amalgamation dated 23.12.2019, the Vendors No. 1, 2 and 3 with an intention of better exploitation of the Schedule 'A' Property have agreed for the amalgamation of the khatas of the Item No. 1 to 3 of the "Schedule 'A' Property into a single Municipal Number for the purpose of putting up composite development by clubbing the Item No. 1 to 3 of Schedule 'A' Property. Pursuant to the said Deed of Amalgamation and on an application made by the Vendors herein, the Khata of the Item No. 1 to 3 of the Schedule A Property have been amalgamated and a single Municipal Number bearing Khatha No. BMP/REV/2020-21/KC/1428929 and PID No. 86-22-3 was assigned in the revenue records of Bruhat Bangalore Mahanagara Palike, Maruthi Sevanagar Sub-Division. The actual site area physically available for development is 6,600 Sq.Ft comprising of Item Nos. 1, 2 and 3 of Schedule 'A' Property, being contiguous and consolidated schedule is morefully described in Schedule "B" hereunder and hereinafter referred to as Composite Schedule Property/Schedule 'B' Property.

WHEREAS, in the manner aforesaid, the Vendor Nos. 1, 2 and 3 acquired their respective title and interest in the Item Nos. 1, 2 and 3 of Schedule 'A' Property and have entrusted the development rights to the Confirming Party with respect to the development of the Schedule 'A' Property.

AND WHEREAS the 'Schedule Property' is the absolute property of the Vendors and except them nobody else has any manner of right, title or interest over the same.

AND WHEREAS the VENDORS have paid property tax to Bruhat Bangalore Mahanagara Palike on the Schedule 'B' Property and they have also paid the betterment charges/development charges payable on the property to the Bruhat Bangalore Mahanagara Palike/ BBMP and obtained Katha of the property registered in their names.

AND WHEREAS Confirming Party is a Builder/Developer who is engaged in the business of development of the properties by constructing apartments and other buildings in the name and style of **M/s. LEWIS INFRASTRUCTURE AND PROJECTS**.

WHEREAS the Confirming Party has entered into a Joint Development agreement on 23.12.2019 with the Owners for the development of the Schedule 'B' Property by constructing a residential apartment. The said Joint Development Agreement dated 23.12.2019 was registered on 06.03.2020 as Document No.BNS-1-21774-2019-20, and stored in C.D.No.BNSD989, registered before the Sub-Registrar, Banaswadi, Bangalore and as part of the said JDA, the Owners have also executed and registered General Power of Attorney on 23.12.2019, in favour of **M/s. LEWIS INFRASTRUCTURE AND PROJECTS**, represented by its Partner, **Mr. SANTOSH LEWIS** and the said GPA is registered on 06.03.2020 as Document No.BNS-4-00948-2019-20, and stored in C.D. No. BNSD989, registered before the Sub-Registrar, Banaswadi, Bangalore.

AND WHEREAS as per the terms of the Joint Development Agreement, a Supplementary Agreement was entered between the Owners/Vendors and the 'Developer'/'Confirming Party' on 23.12.2019, wherein they have agreed to share the total super built area in the said Apartment building to be built on the Schedule 'B' Property in the ratio as detailed in the above said Joint Development Agreement dated 23.12.2019, with respect to the Schedule 'B' Property. Accordingly, Schedule 'C' & 'D' Properties mentioned hereunder, has been fallen to the share of the 'Developer'/'Confirming Party' herein.

AND WHEREAS M/s. LEWIS INFRASTRUCTURE AND PROJECTS, the 'Developer'/'Confirming Party' has obtained the Sanction Plan bearing LP No. BBMP/Ad.Com./EST/1360/21-22 dated 24.06.2022 from BBMP for constructing the residential apartment building known as **'No 3, MILTON STREET'** Apartments in Schedule "B" Property. The Developer M/s. Lewis Infrastructure and Projects has commenced the construction of the project in Schedule "B" Property as per the approved plan.

AND WHEREAS the said Owners/Vendors and the Builder herein have formulated a scheme for development of the Schedule "B" Property and the Vendors/Builder have offered to sell the Schedule 'C' Property free from all encumbrances with right to construct / build through the Builder and own the Schedule 'D' Apartment and the Purchasers have accepted the said

offer and agreed to purchase the Schedule 'C' Property free from all encumbrances with the right to construct / build through the Builder and own the Schedule 'D' Apartment for consideration mentioned here below. The Vendors/Builder have agreed to convey the Schedule 'C' & 'D' Properties to the Purchaser subject to the Purchasers complying with the terms and conditions of this Agreement and on payment to the Builder of all the amounts detailed in this Agreement. Upon such sale in the overall scheme, the Purchasers will have a defined proportionate undivided share in the Schedule 'B' Property which is equivalent to the Schedule 'C' Property agreed to be purchased by them, and absolute ownership to the respective Apartments got constructed by them, with right to use in common with others all the common amenities, areas and facilities, passages, common garden, access, roads, etc., within the Schedule 'B' Property and on completion of the project, the Owners and Builder shall execute and register the absolute sale deed conveying the undivided share in the land and apartment as described in Schedule 'C' & 'D' Properties to the Purchaser, and shall deliver vacant possession of the apartment to the Purchasers.

AND WHEREAS the Vendors/Confirming Party agreed to sell and transfer to the Purchasers an undivided right and interest in the land covered by the Schedule-B property (which undivided right and interest is more fully described in the Schedule-C written hereunder and hereinafter called the **Schedule C Property**) together with an apartment (hereinafter referred to as the Apartment and fully described in Schedule D herein) in the said Building to be constructed on the Schedule-B property. Since the Schedule C & D Property is belonging to the Confirming Party as the Developer's share in terms of the Development Agreement dated 23.12.2019 continued with the Supplementary Sharing Agreement dated 23.12.2019, the payment is also made in favour of the Developer.

AND WHEREAS the Vendors/Developer have agreed to sell Schedule 'C' and 'D' properties to the Purchaser for a total sale consideration of **Rs. _____/- (Rupees _____ only)** including charges of One car parking, GST, BESCOM/BWSSB/Backup Generator charges, and the Purchaser has agreed to purchase the same for the said sale consideration, subject to the terms and conditions hereinafter contained.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Vendors agree to sell and the Purchasers agree to purchase the schedule Property free from all encumbrance, liabilities, whatsoever for a total sale consideration of **Rs. _____/- (Rupees _____ only)** including charges of One car parking, GST, BESCOM/BWSSB/Backup Generator charges, as under;

(a) A sum of Rs. _____/- **(Rupees _____ only)** as the Booking Amount by the purchasers as stated below:

- i) A sum of Rs. _____/- (Rupees _____ only) vide NEFT no. _____ dated _____
- ii) A sum of Rs. _____/- (Rupees _____ only) vide NEFT no. _____ dated _____

(b) The balance sum of **Rs. _____/- (Rupees _____ only)** shall be paid as per **Annexure -A hereunder.**

(c) **TDS as applicable under Section-194(1A) of the Income Tax Act, will be remitted in the name of the Vendor/Developer within the stipulated period and acknowledgement for having remitted the same will be given to the Vendor/Developer.**

2. As permissible under the applicable law and entitlement of corresponding proportionate share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule D.

3. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

4. The Confirming party/Builder shall complete the construction of the entire project and hand over the possession of the Schedule-D Apartment by 30.06.2024 [with a grace period of 90 days), unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, pandemic or any other natural calamity caused by nature affecting the regular development of the Project("Force Majeure") Time shall be the essence of the contract in that behalf. The Developer shall permit the Purchasers to have access at all reasonable times to the works while under construction and to inspect the same. Though Confirming Party/Builder shall obtain electrical, water and sewerage connections within the stipulated time. If there is delay in securing

permanent connections, temporary connections will be provided till permanent connections are secured. Builder may provide water to the Project through bore well or tanker or through any other mode. The Purchaser shall pay the consumption charges for water, electricity etc., as per bills raised from the date of taking possession of the Apartment. The possession of the Schedule 'C' and 'D' Properties is not handed over to the Purchasers under this Agreement.

5. The Vendors/Developer agrees to execute and register a Sale deed in favor of the Purchasers on a proper deed of conveyance on or before 30.06.2024 [with a grace period of 90 days). But, however, the Vendors/Developer shall fulfill all the obligations of this agreement and the terms and conditions of this agreement will bind till the Vendors/Developer obtain the occupancy certificate and handing over the possession of the Apartment as described in Schedule 'D' hereunder to the Purchasers. Expenses towards stamp duty charges and registration fees at the time of registration of the Schedule 'C' and 'D' Property shall be met by the Purchaser.

6. In case of any proven willful delay in delivery of the Schedule 'D' Apartment, the Builder shall pay interest @ SBI Base Rate / highest marginal cost Lending Rate Plus 1.5% .p.a or as fixed by the RERA from time to time to the Purchasers whichever is higher, as damages on the entire sale consideration paid under this agreement.

7. The terms and provisions herein contained are express conditions to be observed, performed and fulfilled by the Purchasers, on the basis of which this agreement has been entered into by the Vendors and after the due and proper fulfillment whereof which are to be the conditions precedent to any title being created and or being capable of being documented by the Purchaser in the aforesaid proportionate interest in the land described in the Schedule 'B' hereunder written and in the common areas and facilities along with the ownership rights in respect of the said apartment described in Schedule 'D'.

8. The Purchasers shall not transfer their right or interest of the Schedule 'C' & 'D' Properties before the execution of the sale deed by the Vendors/Developer without obtaining express permission in writing from the Developer/Confirming Party.

9. The apartment will be deemed to be ready for occupation only after the common amenities like regular/permanent electricity supply, water, etc. are provided.

10. Goods & Services Taxes (GST) and /or in whatever name it is referred/called as and all other taxes as per the prevailing rates and as and when demanded during the currency of this contract till delivery of possession of the completed apartment described in Schedule 'D' below.

11. The Purchasers shall be liable to bear and pay all taxes, charges for electricity and other services and the outgoings payable in respect of the said apartment from the date of execution of the Sale Deed and taking possession of Schedule 'C' & 'D' Properties.

12. The Purchasers binds himself to pay regularly and every month by the 5th day of each calendar month to the Association of Apartment Owners or Society of Apartment Owners, as the case may be, as per the provisions of the clause O below, hereof and thereafter to the Association or Society of Apartment Owners (hereinafter referred to as the Association/ Society) the proportionate share that may be decided by the Association/ Society, as the case may be, for (a) insurance premium, (b) taxes/cesses, etc., payable to the Competent Authorities or other statutory bodies, and water charges payable to BWSSB, (c) outgoings for the maintenance and the amenities like Generator/ UPS, pumps, common lights and such as collection charges, charges for watchmen, sweeper, and for maintenance of accounts, incurred connection with the said property, (d) Bangalore Mahanagara Palike Taxes, expenses for the bifurcation and registration of khatha in their name.

13. The Purchasers shall bear the stamp duty and registration charges which is applicable at the time of registration.

14. The Purchasers hereby agrees and binds himself to abide by any new rules or regulations that may come into effect due to the policy changes of the Government.

15. It is specifically agreed to, by the Purchaser that:

- a) An Association of Apartment Holders or a Society comprising of Apartment Holders will be formed, of which the Purchaser and all other persons who would be holding the other apartments in the said Project named **'No 3, MILTON STREET' apartment** will become members and remain as members. The Developer undertakes to register the association under the Karnataka Apartment Ownership Act, 1972 and transfer the common amenities to the Association in accordance with the provisions of RERA.

b) Such Association/ Society shall be formed purely for the purpose of managing the said Project though each individual holder of the respective apartments will be the owner of his apartment and would own a fractional interest in the said land and in the common areas and facilities as provided herein.

c) The objects of the said Association/ Society shall be to properly look after and manage the said Apartment Complex and to collect from the member the proportionate share of the outgoings and of the other expenses of the management and to pay the authorities/person concerned, such outgoings in time.

d) The Rules and Regulations of the Association/Society shall be framed by the Vendors/Developer and Apartments Owners of **'No 3, MILTON STREET' apartment**

e) Though the actual day-to-day working of the Association/ Society may be attended to by employees, a Managing Committee comprising of the various owners of apartments in the said complex, as may be provided in the rules and regulations thereof shall be in active management of the affairs of the said association. The Purchasers hereby agrees and undertakes to be a member of the Association/ Society and also from time to time to sign and execute all applications for registration and for membership and other papers and documents necessary for the formation/registration of the Association/Society. The apartment holder shall be bound, from time to time, to sign all papers and documents and to do all acts, deeds, matters and things as may be necessary from time to time, for safeguarding the interest of the other purchaser of the other apartments in the said Project.

REPRESENTATIONS AND WARRANTIES OF THE VENDORS AND THE DEVELOPER:

The Owners/Developer hereby represents and warrants to the Purchaser as follows:

(i) The Vendors have absolute, clear and marketable title with respect to the Schedule 'B' Property; the requisite rights to carry

out development upon the Schedule 'B' Property and absolute, actual, physical and legal possession of the Schedule 'B' Property for the Project;

- (ii) The Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the Schedule 'B' Property or the Project;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the Schedule 'B' Property, Project or the Apartment. All approvals, licenses and permits issued by the competent authorities with respect to the Project, Schedule 'B' Property and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;
- (v) The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;
- (vi) The Vendors / Developer confirm that there is no nala in the Schedule Property;
- (vii) The Vendors/Developer has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Schedule 'B' Property, including the Project and the said Apartment which will, in any manner, affect the rights of Purchaser under this Agreement;
- (viii) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Schedule 'C' & 'D' Properties to the Purchaser in the manner contemplated in this Agreement;

- (ix) At the time of execution of the conveyance deed the Developer shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Purchaser and the common areas to the association of owners or the competent authority, as the case may be;
- (x) The Vendors/Developer has duly paid and shall continue to pay in good faith and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the date of obtaining completion certificate/occupancy certificate/partial occupancy certificate/final approval letter for building has been issued and possession of apartment, or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Purchaser and the association of owners or the competent authority, as the case may be;
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (Including any notice for acquisition or requisition of the said Land) has been received by or served upon the Developer in respect of the said Land and/or the Project except those disclosed in this Agreement of Sale.

OTHER TERMS AND CONDITIONS

- A. The Purchaser shall become a member of **'No 3, MILTON STREET'** Apartment Owners Association consisting of all other co-owners of Schedule "A" Property as and when formed and shall sign necessary papers connected therewith.
- B. The Purchaser shall use the said apartment only for residential purpose permissible by law.
- C. The Purchaser shall maintain the front, rear and side elevations and color scheme of the exterior of the building, of common areas like passages/ stair case/ entrance and of the exposed area of the

balconies which is visible from outside, in the same form as constructed and painted by the Vendors/Developer and Purchaser shall not alter or change the color at any time the said elevation and colour scheme in any manner whatsoever. Further the name of the Project will remain as **'No 3, MILTON STREET' apartment** which shall not be changed or altered by the Purchaser. The Purchaser shall from the date of possession, maintain the said apartment at his cost in a good and tenantable condition and shall not do or suffer to be done anything, in or to the said apartment and/ or common passages, or the compound, which may be against the rules or bye-laws of the Competent Authorities or any other authorities.

- D. The Purchaser shall have no claim whatsoever except in respect of the particular apartment and car parking/ scooter parking space, if agreed to be acquired and proportionate common areas. All other open spaces, unallocated apartments and other spaces, etc. will remain the property of the Vendors as the case may be, until the entire property is conveyed.
- E. After obtaining the conveyance as provided herein the Purchaser shall be subject to the provisions of this agreement, be entitled to exercise all ownership rights in respect of the said apartment and in respect of the aforesaid fractional interest in the land and in the common areas and facilities and shall also be entitled to let, sub-let, transfer or assign or part with his interest in the said apartment and the said fractional interest in the land and the common areas and facilities as full beneficial owner, but on condition that the assignee/ transferee/ alien shall be bound by the terms and provisions of this agreement and of the rules and regulations of the aforesaid Association/ Society.
- F. The Purchaser shall not do any act or thing that may adversely affect the aesthetics/ structural/ appearance/ beauty of the apartments that would be constructed/ completed by the Vendors/Developer, nor do anything in the compound of the property which may cause any nuisance or obstruction or hindrance to the other co-owners/ holders of apartments.

- G. The Purchaser and the persons to whom the said apartment is let, sub-let, transferred, assigned, given possession shall, from time to time, do and execute all further acts, deeds, matters and things as may be reasonably required by the Vendors/Developer duly implementing the terms and intent of this agreement.
- H. The Purchaser hereby covenants that from the date of possession, he shall keep the said apartment, the wall and partition walls, sewers, drains, pipes and other appurtenances, hereto belonging, in good and tenantable condition and shall abide by all the Bye-laws, Rules and Regulations of the Association/Society, Government, Bangalore Mahanagara Palike, Fire Force Department or the BESCOM, Bangalore Water Supply and Sewage Board, and/or any other statutory authorities and local bodies and shall attend, to answer and will be responsible for all the actions for violation of any such conditions of Rules or Bye-laws.
- I. The Solicitor/ Advocates of the Purchaser, shall prepare as the case may be, the deed of conveyance (with such rights, restrictions and obligations which are necessary for the proper beneficial enjoyment of the apartment, car parking space, the common areas, and other facilities) and all other documents to be executed in pursuance of the agreement. All costs, charges and expenses, including stamp duty, registration charges and expenses, in connection with the preparation and execution of other documents and formation of the Association/ Society, as the case may be, shall be borne, shared and paid by all the apartment owners of the said apartment in proportion to the respective area of their respective apartment. Such amount free of interest shall be kept deposited by the Purchaser with the Association of Apartment holders until the time of taking possession of the said apartments.
- J. All notices to be served on the Purchaser as contemplated under the agreement shall be deemed to have duly served if sent to the Vendors/ purchaser by prepaid post under certificate of posting at his/ her/ their address indicated supra.
- K. The saleable area which is the Super Built up Area (SBUA) of the apartment is arrived at by adding the carpet area, other areas like, wall thickness, corridors, staircase, staircase room, overhead tank, sump tank, septic tank, compound wall, terrace, common open areas

etc. The price is quoted as per saleable area to arrive at a realistic sale price. However, the Vendors/Developer's responsibility is limited to see that for the agreed price, the Purchaser gets the internal areas as per the floor plan.

- L. The Purchaser has entered into this agreement on the assurance given by the Vendors/Confirming Party that he has subsisting right in the Schedule C & D properties and have done nothing to diminish or restrict the transferability of the properties. If any breach of the assurance and in consequence thereof if the purchaser is put to any loss or damage the Vendors/Confirming Party undertakes to indemnify the Purchaser against such loss or damage.
- M. The defect liability period shall be as per the terms specified in the Karnataka RERA ACT from the date of possession and during this period any defects notified in writing by the Purchaser shall be rectified at Vendors/Developer's cost within 15 days of such notice and failing which the Purchaser may rectify the same and the Vendors/Developer shall be liable to reimburse the same to the Purchaser forthwith.
- N. The Vendors/Developer confirms that the Building and the said flat will be in conformity with the sanctioned plan, license and zonal regulations, building bye-laws governing such sanction and having obtained the Occupancy/Completion Certificate from the BBMP, a copy of the same will be handed over to the Purchaser at the time of taking possession of the Flat.
- O. That at the Vendors/Developer making out a good and marketable title to the Schedule C & D Properties free from all encumbrances and liabilities whatsoever and upon receipt of the balance sale consideration and at the time and in the manner aforesaid make and execute in favor of the Purchaser or his nominee/s, a conveyance or conveyances in respect of the Schedule C & D Properties and such conveyance/ conveyances shall be prepared at the cost and expenses of the Purchaser.
- P. The Apartment will be constructed as per the specifications attached along with this agreement as Annexure, the Purchaser shall bear the additional cost for additional expensive materials/fitting if any as required by the Purchaser. The construction of the Apartment as per

the specifications mentioned in Annexure is permitted under applicable laws and Khata will be obtained for the entire extent of the super built area proposed to be sold to the Purchaser as per the Schedule C and D.

- Q. The Possession of the Schedule C & D Properties will be handed over to the Purchaser by 30.06.2024 [with a grace period of 90 days).
- R. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- S. The parties acknowledge that this Agreement is the complete Agreement. This Agreement supersedes brochures, Letter of Offer/Payment Plan, any prior agreements and representations between the parties, whether written or oral. Any such prior arrangements shall deemed to be cancelled as at this Date.
- T. Subject to Real Estate (Regulation and Development) Act, 2016, in the event of default by either Party, the aggrieved Party is entitled to enforce specific performance of this contract or terminate this Agreement and seek compensation in terms of this Agreement. All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.
- U. That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made there under including other applicable laws of India for the time being in force.
- V. This Agreement is prepared at the cost of the Purchaser. The original of this Agreement shall be with the Purchaser and copy thereof with the Builder/Confirming Party.

SCHEDULE 'A' PROPERTY

Item No.1:

(Property belonging to Mrs. Ludvina S. Vincent)

All that piece and parcel of property bearing No. 3/1, PID No. 86-22-3/1, situated at Milton Street, Cooke Town, Bangalore, formerly Site No. 25, Banswadi IV Cross Road, Bangalore, admeasuring East to West – 45 feet and North to South – 40 feet, in all measuring 1800 square feet and bounded on the:

East by	:	Common Passage
West by	:	No. 10, Milton Street
North by	:	Milton Street
South by	:	Private Property

Item No. 2:

(Property belonging to Mrs. Mary Chitra)

A portion of the immovable property bearing no.3/2 ,PID No.86-22-3/2, situated at Milton Road, Cooke Town, Bangalore – formerly Site No. 25, Banswadi IV Cross Road, Bangalore, measuring East to West – 45 feet and North to South 37 feet, totally measuring 1665 square feet along with four (04) squares building and bounded on the:

North by	:	Property belonging to S. Vincent
South by	:	Remaining portion of the same property
East by	:	Common passage of 15 feet and Private Property
West by	:	Private Property.

Item No. 3:

(Property belonging to (1) Smt. Rose Mary Kumar (2) Ms. Kavitha Irwin, (3) Ms. Bernadette Vineetha Kumar and (4) Ms. Maria Anitha Kumar,)

A portion of the immovable property bearing Corporation New No. 3 (Old No.8) having BBMP PID No. 86-22-3, situated at Milton Road, Cooke Town, Bangalore – 560 005 measuring 3135 square feet (with a house constructed therein consisting of 1850 square feet) and bounded on the:

North by : Property belonging to Mrs. Mary Chitra and Common Passage.
 South by : Narainappa's Plot
 East by : Mr. Clerk's Bungalow
 West by : No. 10 Milton Road

COMPOSITE SCHEDULE PROPERTY - SCHEDULE 'B' PROPERTY

**(PROPERTY ARISING OUT OF THE SCHEDULE "A" PROPERTIES
 AFTER CLUBBING/AMALGAMATION)**

All that piece and parcel of the immovable property bearing Corporation **New No. 3 (Old No.8)**, having **BBMP PID No. 86-22-3** situated at **Milton Road, Cooke Town, Ward no.59 (Old no.86)-Maruthi Sevanagar Bangalore – 560 005 measuring East to West – 60 feet and North to South 110 feet, totally measuring 6600 square feet** and bounded on the:

North by : Milton Road
 South by : Narainappa's Plot
 East by : Mr. Clerk's Bungalow
 West by : No. 10 Milton Road

SCHEDULE 'C' PROPERTY

(Description of the UDS in Land hereby agreed to be sold by the Developer under this Agreement)

_____ **square feet** of undivided share, right, title and ownership in the land comprised in the Schedule 'B' Property mentioned above.

SCHEDULE 'D' PROPERTY

(Description of the Apartment hereby agreed to be constructed by the Developer under this Agreement)

Residential Apartment No. _____ on the _____ **Floor** of the apartment building known as **'No 3, MILTON STREET'** constructed in Schedule 'B' Property measuring _____ **square feet** of super built-up area with Tiled Flooring, RCC Roof, Wooden Doors and Windows, with proportionate share in the Common Areas and Common Amenities and Facilities, with One covered Car Parking bearing No. _____ in the Basement Floor of the building.

SCHEDULE 'E' SPECIFICATIONS

(The apartment shall be constructed as per the below mentioned specifications)

STRUCTURE	RCC Framed Structure. 6" External & Internal walls. Cement blocks for all walls.
LOBBY	Elegant Lobbies with Flooring and Lift Cladding in Granite/Imported Marble. All Lobby walls in Texture Paint and Ceiling in OBD. Granite for staircase.
LIFTS	6 Passenger Schindler Lift with 100 % power backup facility.
APARTMENT FLOORING	High end glazed vitrified flooring in the Living, Dining, Family area and Bedrooms. Deck/Balconies with outdoor antiskid vitrified tiles.
KITCHEN	Ceramic/ Vitrified Tiled Flooring Provision of Granite Counter and Stainless steel sink. (Kajaria, Johnson/ Nitco)
UTILITY	Ceramic/Vitrified Tiled Flooring and Ceramic Tile Dado for the Utility room. (Kajaria, Johnson/Nitco)
TOILETS & FITTINGS	Bathrooms: Antiskid tiles, (Kajaria, Johnson/ Nitco) Granite for the Counters with Counter Top Wash Basins with cabinet and Wall Mounted EWCs. Glass shower partition (cubicle) in all the toilets (except maid toilet) High end Jaguar/Kohler Plated fitting.
PAINTING	Asian Emulsion on internal walls and OBD (oil bound distemper) on ceilings.
DOORS & WINDOWS	Main Door -7' Teak wood Door (basic simple design) Internal Doors- 7' Wooden Frames and Flush Shutters. Windows: UPVC windows with provision for Mosquito mesh. Bathroom Doors: Flush Doors with Laminate.

ELECTRICAL	Concealed wiring with PVC insulated Copper wires and Modular Switches. Sufficient power outlets and light points will be provided. Provision for AC in the Living Room and all Bedrooms. Provision for Geyser in all the Bathrooms and the Kitchen.
ADDITIONAL AMENITIES	Provision for Bore well and Corporation water supply. Power backup for Lighting. Solar Paneling for Water heating. CCTV and Intercom facility within the Building.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at Bangalore in the presence of attesting witness, signing as such on the day first above written.

WITNESSES:

1.

OWNERS/VENDORS
(Represented by their GPA Holder,
M/s LEWIS INFRASTRUCTURE AND
PROJECTS)

2.

(M/S. LEWIS INFRASTRUCTURE AND
PROJECTS)
DEVELOPER/CONFIRMING PARTY

1) _____
 (_____)

2) _____
 (_____)
PURCHASERS