

**AGREEMENT FOR SALE
(Without possession)**

**THIS AGREEMENT OF SALE ("AGREEMENT") EXECUTED ON THIS _____ DAY
OF _____ 2024 AT BANGALORE.**

BY AND BETWEEN:

M/s Luxury Mark Developers and Builders, a Partnership firm having its office at Nearby KPR Groups, No.210/178, Sy No.139, Block 2 Surya Nagar, Phase 3, Jigala, Bengaluru, Bengaluru Urban, Karnataka, 562107 represented by its Managing Partner and Authorized Signatory: Mr. Manjesh R Reddy (Pan No. CMZPM4419G) hereinafter called the "**Owner**" / "**Developer / Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include there, executors, administrators, successors-in-interest and permitted assignees).

Infavour of:

MR, (Aadhar No: _____)
S/o Mr. _____
Aged about _____ years
PAN No: _____

MRS/MS., (Aadhar No: _____)
D/o Mr. _____
Aged about _____ years
PAN No: _____

Address:

hereinafter called the "**Allottee**" / "**Purchaser**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

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

Definitions. -For the purpose of this Agreement for sale, unless the context otherwise requires. -

- a) "**Act**" means the Real Estate (Regulation and Development) Act, 2016(16 of 2016);
- b) "**Appropriate Government**" means the State Government of Karnataka;

- c) **“Rules”** means the Karnataka Real Estate (Regulation and Development) Rules, 2017;
- d) **“Regulations”** means the Regulations made under the Real Estate (Regulation and Development) Act, 2016;
- e) **“Sections”** means a section of the Act.

Whereas:

- A. M/s Luxury Mark Developers and Builders, a Partnership firm having its office Nearby KPR Groups, No.210/178, Sy No.139, Block 2 Surya Nagar, Phase 3, Jigala, Bengaluru, Bengaluru Urban, Karnataka, 562107 represented by its Managing Partner and Authorized Signatory: Mr. Manjesh R Reddy are the absolute owners by title and in actual possession and enjoyment of the converted property being residentially converted lands situated at Sy No 143/1 of Iggalur Village, Attibele Hobli, Anekal Taluk, Bangalore-560099 admeasuring 1 Acre 04 Guntas by virtue of the Partnership deed dated 14-12-2022, registered as Firm No BSD-F393-2021-22, more fully described in the Item No. 1 to 6 of the Schedule ‘A’ Property hereunder and hereinafter referred to as **“Schedule ‘A’ Property”**.
- B. The said Land is earmarked for the purpose of plotted development of a residential project, comprising 88 Units and the said project shall be known as **“Luxury Mark Opera”**
- C. The Item No. 1 to 6 of the Schedule ‘A’ Property is converted from agricultural use to non-agricultural/residential use by virtue of the following Official Memoranda issued by the Deputy Commissioner, Bangalore:

<u>Sl. No</u>	<u>Sy. No</u>	<u>Acre</u>	<u>Guntas</u>	<u>Official Memoranda No.</u>
1	143/1	1	04	ALN(A)(A) SR199/22-23

The Developer/Promoter is fully seized and possessed of their respective properties with power and authority to sell or otherwise dispose of their respective properties in favor of any person of their choice.

- D. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Schedule ‘A’ Property have been completed;

- E. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority vide Registration No. _____ dated _____ on registration;
- F. The Promoter has formulated a scheme to develop the Schedule 'A' Property and has obtained the provisional layout plan sanctioned from Planning Authority 'Anekal Planning Authority', Vide No. APA/LAO/136/2022-23, dated 18-05-2023 and accordingly the Promoter is developing a residential layout in the name & style "**Luxury Mark Opera**" on the Schedule 'A' Property comprising individual sites. In terms of the scheme of development agreed upon between the Vendors and the Promoter. 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 Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as "Act") and other laws as applicable.
- G. The Schedule 'A' Property is earmarked for the purpose of plotted development of a residential project, comprising of **88 Units** and the said project shall be known as "**Luxury Mark Opera**" ("Project"). The common road/s, park/s and play areas being common in the nature to the entire development in the Schedule 'A' Property as more fully detailed hereinafter referred to as "Common Area".
- H. The Vendors have executed the Relinquishment Deed dated_____, in favor of The, regd. as Doc. No. _____, on _____, at the Office of the Sub-Registrar, _____ Planning Authority '_____', relinquishing all their rights in parks, road area and civil amenities area in '_____' project in the Schedule 'A' Property.
- I. The Vendors have granted the Promoter sole and exclusive right to sell the site belongs to the Promoter share of the site in the said project by the Promoter on the Schedule 'A' Property and to enter into Agreement/, Sale Deed/ with the allottee(s) of the site and to receive the sale consideration in respect thereof.
- J. The Allottee had applied for a plot in the Project *Vide* Application No. _____, dated _____ and has been allotted Plot No. _____ measuring _____ square feet, more particularly described in **Schedule 'B'** and hereinafter referred to as "**Schedule 'B' Property**" and the Layout Plan marking the Schedule 'B' Property/plot is annexed hereto and marked as "**Schedule 'C'**";

- K.** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- L.** On demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under the Act and the Rules made thereunder.
- M.** 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;
- N.** The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- O.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Schedule 'B' Property.

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

1. Terms:

- 1.1. Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Schedule 'B' Property as specified in above.
- 1.2. The Promoter shall sell and Allottee shall purchase Schedule 'B' Site for a total sale price of Rs. _____/- (Rupees _____) as detailed below:

Sl. No	Particulars	Amount
1.	Sale Consideration for Schedule 'B' Property @ Rs.____/- per Sq. Ft. X _____ Sq. Ft.	Rs. _____/-
2.	Preferential Location Charge (PLC) @ Rs. ____/- per Sq. Ft. X _____ Sq. Ft.	Rs. _____/-

Total	Rs. _____/-
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Explanation:

- (i) The Total Price of the Schedule 'B' Property includes: 1) Price of the Site 2) Preferential Location Charge, as provided in the Agreement.
 - (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of any similar taxes which may be levied, in connection with the Project payable by the Promoter up to the date of handing over the possession of the Schedule 'B' Property.
 - (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make the payment demanded by the Promoter within the time and in the manners specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the Acts/Rules/Notifications together with dates from which such taxes/levies etc... have been imposed or become effective.
 - (iv) The Total Price of the Plot includes recovery of the price of land, construction of Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, plumbing, maintenance charges etc. and includes the cost of providing all other facilities, amenities and specifications to be provided within the Plot and the Project.
- 1.3. The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for an increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee.
- 1.4. The Allottee(s) shall make the payment as per the payment plan set out in **Schedule D ("Payment Plan")**.
- 1.5. The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ _____% per annum for the period by which the respective installment has been preponed. The

provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

- 1.6. It is agreed that the Promoter shall not make any additions and alterations in the layout plans and specifications described therein in respect of schedule A property, unless a modification is required to be made in compliance with any order or direction issued by a competent authority or statutory authority or due to change in any law. Provided the Promoter may make such minor additions or alterations which are negligible in nature and does not affect the allottee in any manner.
- 1.7. Subject to Para 9.3, the promoter agrees and acknowledges, the Allottee shall have the right to the Plot as mentioned below:
 - (i) The Allottee shall have exclusive ownership of the Plot.
 - (ii) The Allottee shall also have an undivided proportionate share in the Common Ares. Since the share of the Allottee in Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Ares along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas to the association of allottees after duly obtaining the completion certificate from the Competent Authority as provided in the Act.
 - (iii) That the computation of the price of the Plot includes recovery of the price of land, construction of Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, plumbing, maintenance charges etc. and includes the cost of providing all other facilities, amenities and specifications to be provided within the Plot and the Project.
 - (iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his/her Plot as the case may be.
- 1.8. The Promoter agrees to pay all outgoings before transferring the physical possession of the Site to the Allottees, which it has collected from the Allottee, for the payment of outgoings (Like ground rent, municipal or other local taxes, charges for water or electricity if any), including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Schedule D Property. The allottee also

shall verify all the above-mentioned charges before the transfer or taking possession of the schedule B Property.

- 1.9. The Purchaser including the application amount has paid an advance of **Rs. _____/- (Rupees _____ Only)**, being part payment and hereafter also called the advance amount, towards the Total Price of the Schedule 'B' Property at the time of signing this agreement, the receipt of which the Promoter hereby acknowledges and the Purchaser hereby agrees to pay the remaining price of the Schedule 'B' Property as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein. In case the purchaser delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate of State Bank of India's marginal cost of funds-based lending rate (MCLR) + 2% per annum

2. Mode of Payment

Subject to the terms of the Agreement and the Promoter abiding by the milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee Cheque/Demand draft or online payment (as applicable) in favour of **"Luxury Mark Developers and Builders RERA Collection A/c for Luxury Mark Opera" No. 120027366306 payable at Canara Bank.**

3. Compliance of statutory requirements:

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

Reserve Bank of India, he/she/they shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended from time to time.

- 3.2. The Promoter accepts no responsibility in regard to matters specified in Para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement it shall be the sole responsibility of the Allottee to intimate the same in writing immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third-party making payment/remittances on behalf of any allottee and the such third party shall not have any right in the application/allotment of the said Plot applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. Adjustment/Appropriation of Payments

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

5. Time is Essence

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the plot to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement provided in **Schedule 'D' ("Payment Plan")**

6. Construction of the Project

- a. The Allottee has seen the propose layout plan, specifications, amenities and facilities of the Plot and accepted the payment plan and the specification, amenities and facilities which has been approved by the Competent Authority, as represented by the Promoter. Promoter shall develop/construct this Project on the Schedule A Property in accordance with the sanctioned plan as approved by the Bangalore Development Authority. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the Competent Authorities and shall also strictly abide by the Bye-Laws,

FAR and density norms and provisions prescribed by the Karnataka Apartment Ownership Act, 1972 and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of Agreement.

7. Possession of the Site

7.1. Schedule for possession of the said Plot - The Promoter agrees and understands that timely delivery of possession of the Plot to the allottee and the common area to the association of allottees or the Competent Authority, as the case may be, in the essence of the Agreement. The Promoter assures to hand over possession of the **Plot on or before DECEMBER, 2026 with a grace period of 6 (six) months** along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on or before April 2026 unless there is delay on account of Force Majeure. Force Majeure events for the purpose of this Agreement are war, flood, drought, fire, cyclone, earthquake, Covid like situation, act of God. If, however, the completion of the Project is delayed due to the Force Majeure conditions or such reasonable circumstance then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Plot, provided that such conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 60 days from that date. The Promoter shall intimate the Allottee about such termination atleast 30 days prior to such termination. Once refund of the money paid by the developer to the Allottee, he agrees that s/he shall not have any rights, claims etc., against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2. **Procedure for taking possession.** - The Promoter, upon obtaining the Release Order from the Competent Authority shall offer in writing the possession of the Plot, to the Allottee in terms of this Agreement to be taken within 2 months from the date of issue of Release Order. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking the possession, agrees to pay the maintenance

charges and other charges as determined by the Promoter/association of the allottees, as the case may be after the issuance of the completion certificate for the project.

7.3. **Failure of Allottee to take Possession of Site.** - Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the Site from the Promoter by executing necessary indemnities, undertakings, payments and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Site to the allottee. In case the Allottee fails to complete formalities as mentioned above and take possession within the time provided in Para 7.2, such allottees shall continue to be liable to maintenance charges as specified in Para 7.2.

7.4. **Possession by the Allottee** - After obtaining the occupancy certificate and handing over physical possession of the Plot to the allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of allottees or the Competent Authority, as the case may be, as per the local laws.

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

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 60 days of such cancellation.

7.6. **Compensation-** The Vendors and Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of Schedule A property, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Site (i) in accordance with the terms of this Agreement, duly completed by the date specified herein. or (ii) due to discontinuance of his business as a Promoter on account of suspension or revocation of the registration under the Act. or for any other reason. the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Schedule 'B' Property, with interest at the rate specified in the Rules within 60 days including compensation in the manner as provided under the Act. Provided that where if the

Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the site, which shall be paid by the promoter to the allottee within Sixty days of it becoming due.

- 7.7. That Allottee is also aware and agrees that some of the Common Amenities and Facilities in the Project shall be completed by the Project Completion Date. The non-completion of the Common Amenities and Facilities of the Project by the Completion Date shall not give any right to the Allottee to claim any damages on the Promoters, nor claim breach of the Agreement.
- 7.8. Without prejudice to the other rights of the Developer hereunder, the Developer shall in respect of any amounts remaining unpaid by the Purchaser/s under this Agreement, have a first charge of said plot or Schedule B Property and the Purchaser/s shall not transfer is/her/their/its rights under this Agreement, in any manner whatsoever, without making full payment of all amounts payable by the Purchaser/s under this Agreement, to the Developer. It is hereby clarified that for the purposes of this Agreement payment shall mean the date of credit of the amount in the account of the Developer.

8. Representations and Warranties of the Promoter-

- 8.1. The Promoter hereby represents and warrants to the Allottee as follows:
- i. The Promoters have absolute, clear and marketable title with respect to the Schedule 'A' Property, the requisite rights to carry out development upon the Schedule A Property and absolute, actual, physical and legal possession of the Schedule 'A' Property for the Project;
 - ii. The Promoter 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 A Property or the Project;
 - iv. There is no litigation pending before any Court of Law or Authority with respect to the Land, project or the Plot;
 - v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, Schedule 'A' Property are valid and subsisting and have been obtained by following due process of law;

- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Plot to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed the Promoter shall hand over lawful, vacant, peaceful, physical possession of the Plot to the Allottee and the common areas to the association of allottees or the Competent Authority, as the case may be;
- x. The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- xi. The Promoter till date has duly paid and discharged all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable to the competent Authorities, with respect to the Schedule B Property to which the allottee also acknowledges.
- xii. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Schedule A Property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. Events of Defaults and Consequences

- 9.1. Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:
 - (i) Promoter fails to provide ready to move in possession of the Plot to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the Plot shall have water and electricity connections and access from the public road, which is complete in all respects;

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

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

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

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

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

- (i) In case the Allottee fails to make payments for 3 (Three) consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 3 (Three) consecutive months after notice from the Promoter in this regard, without prejudice to the right of promoter to charge interest in terms of sub clause above, the Promoter shall cancel the allotment of the Schedule 'B' Property in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

- 10. Conveyance of the said apartment** - The Promoter, on receipt of complete amount of the total Price of the Schedule 'B' Property under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Schedule 'B' Property together with a proportionate indivisible share in the Common Areas within 3 months from the issuance of the Release order or intimation by the developer of his readiness to execute the Sale Deed. However, in case the Allottee fails to deposit the stamp duty, registration charges, and all other incidental and legal expenses etc., so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and charges are made to the Promoter, by the Allottee.
- 11. Maintenance of the said Site or Project-** The Promoter shall be responsible to provide and maintain essential services in the Project till taking over of maintenance of the project by the association of the allottee upon issuance of the completion certificate of the project. The cost of such maintenance has been included in the Total Price of the Plot.
- 12. Defect Liability** - It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.
- 13. Right to enter the Apartment for Repairs** - The Promoter/Maintenance Agency/Association of Allottees shall have rights of unrestricted access of all common areas, garages/covered parking and parking spaces for providing necessary maintenance services and the allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Plot or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with the view to set right any defect.
- 14. Right of Allottee to use Common Areas and Facilities subject to payment of Total Maintenance Charges**

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

15. General Compliance with respect to the Site

- 15.1. Subject to Clause 7.2 above, the Allottee shall, after taking possession, be solely responsible to maintain the Site at his/her own cost, in good state and shall not do or suffer to be done anything in or to the Site which may be in violation of any laws or rules of any authority or change or alter or make additions or excavation etc, to the Site, Roads, Compound Wall, sewers, drains, pipes, Landscapes and appurtenances thereto or belonging thereto, in good state and maintain the same in a fit and proper condition and ensure that the land and the Infrastructure in the project is not in any way damaged or jeopardized.
- 15.2. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the Site or anywhere in the Project, buildings therein or Common Areas. The Allottees shall also not store any hazardous or combustible goods in the Site or place any heavy material in the road/ path. The Allottee shall erect a load bearing wall around the site at the time of putting up any construction thereon.
- 15.3. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. Compliance of Laws, Notifications etc., by Parties

The parties are entering into this Agreement for the allotment of the Schedule 'B' Property with the full knowledge of all the ground realities, laws, rules, regulations, notifications applicable to the Project in general and this Project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to

time after he/she has taken over for occupation and use the said Site, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Site at his/ her own cost.

18. **Additional Constructions** - The Promoter undertakes that it has no right to make addition or to put up additional structure(s) anywhere in the project after the building plan, layout plan, sanctioned plan and specifications, amenities and facilities as been approved by the Competent Authority(ies) and disclosed, except for as provided in the Act.

19. **Promoter shall not Mortgage or create a Charge**

the Promoter shall not mortgage or create a charge on the Schedule B Property and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Site.

20. **The Karnataka Apartment Ownership Act, 1972 and the Karnataka Ownership Flats (Regulation of the Promotion of the Construction, Sale, Management and Transfer) Act, 1972** - The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the Karnataka Apartment of Ownership Act ,1972 (Karnataka Act 17 of 1973) and the Karnataka Ownership Flats (Regulation of the Promotion of the Construction, Sale, Management and Transfer) Act, 1972. The Promoter showing compliance of various laws/regulations as applicable in the State of Karnataka and its revision thereafter from time to time.

21. **Binding Effect**

Forwarding a draft of this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within _____ days from the date of receipt by the Allottee. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within fifteen days from the date of its receipt by the Allottee as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within _____ days from the date of its receipt by the Allottee, the application of Allottee shall be treated as cancelled without any further reference to the Allottee and the promoter reserves the

right to allot the said site to any third party, for which the allottee fully agrees and not to raise objection on this account. All sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest. The allottee fully agrees not to claim anything further on this account.

22. Entire Agreement

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements, given in any advertisement or brochure or publicity materials, agents communication, whether written or oral, if any, between the Parties in regard to the said Site/ project as the case may be. The allottee fully agrees that he has completely gone through all the documents, understood the Project and Agreement as a whole and after being fully satisfied himself that there is no further query or doubts, has come forward to sign this agreement.

23. Right to Amend

This Agreement may only be amended by a written document, signed by both the Parties.

23.1. Provisions of this Agreement applicable on Allottee or subsequent Allottees-

It is clearly understood and so agreed by the allottee hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Site in case of a transfer, as the said obligations go along with the Schedule 'B' Property for all intents and purposes. The Allottee also fully agrees, that the promoter is liable and answerable only to the Signatory of this agreement and not to anyone else. The developer will not be obliged or obligated or be answerable or pay anything to any third party.

24. Waiver not a Limitation to Enforce

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

Promoter to exercise such discretion in the next instance of default by Allottee and/or in the case of other Allottees.

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

25. 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

26. Method of Calculation of proportionate share wherever referred to in the agreement

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

27. Further Assurances

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

28. Place of execution

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, hence this Agreement shall be deemed to have been executed at _____.

29. Notices

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

Allottee

Name :

Address :

Mobile No. :

Email ID :

Promoter

Name : Luxury Mark Developers and Builders

Address : Near by KPR Groups, No.210/178 , Sy No.139, Block 2 Surya Nagar Phase 3, Jigala, Bengaluru, Bengaluru Urban, Karnataka, 562107

Phone No. : 7676405405

Email ID : info@luxurymark.in

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

30. Joint Allottees

That in case there are Joint Allottees (only one additional person will be eligible for Joint Allottee other than the Allottee) all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes be considered as properly served on all the Allottees.

31. Savings

Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the plot prior to the execution and registration of the Agreement for Sale shall not be constructed to limit the rights and interest of the allottee under the Agreement of Sale or under the Act or the rules or the regulations made thereunder.

32. Governing Law

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

33. Dispute Resolution

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

In witness whereof, the Parties hereinabove named have set their respective hands and signed this Agreement for sale at _____ (*city/town name*) in the presence of attesting witness, signing as such on the day first above written.

Signed and Delivered by the within named

Allottee/s

(1) _____

Affix Photo

Affix Photo

(2) _____

Signed and Delivered by the within named

Promoter_____

Authorized Signatory_____

Witnesses:

1) Signature:

2) Signature:

Name:

Name:

Address:

Address:

SCHEDULE - 'A' PROPERTY

Item No. 1:

All that piece and parcel of converted property bearing Sy No 143/1 of Iggalur Village, Attibele Hobli, Anekal Taluk and bounded on:

East by	:	Private property & Sy.No 141/2
West by	:	Private property & Sy.No 144
North by	:	Road
South by	:	Remaning property of same Sy.No 143/1

SCHEDULE - 'B'

(Description of site)

ALL THAT PIECE AND PARCEL of **Site bearing No.**_____ in the layout '**Luxury Mark Opera**' carved out of the Schedule 'A' Property measuring East to West _____ Meter and North to South_____ Meter, measuring in total 4451.48 Square Meters (_____ Square Feet) and bounded on the:

East by	:	_____
West by	:	_____
North by	:	_____
South by	:	_____

SCHEDULE 'C'

[Annexure: Plan Sanction]

Attached (shall be attached while sending hardcopy)

SCHEDULE 'D'

[Payment Plan by the Allottee]

The total sale consideration for sale of Schedule "B" Property is Rs. _____/- (Rupees In Words)

Sl. No	Payment Description	Amount
1.	On Booking	10%
2.	On Execution of Agreement	10%
3.	On or before Handover of Site/Plot	80%
	Total	100%

SCHEDULE - E

SPECIFICATIONS FOR LAYOUT:

1. Walls
2. Doors
3. Windows
4. Flooring
5. Bathroom
6. Paint
7. Plumbing
8. Electrical & Services
9. Grid Power & Backup Power
10. Elevator
11. Water
12. Underground Sump
13. Club House, GYM, Landscaped Garden Area, Children play area.