

AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") executed on this _____ (Date) day of _____ (Month),.../.../2023 at Bengaluru.

BETWEEN:

M/s. SAI AASHA DEVELOPERS,

A partnership firm, registered under the Indian Partnership Act, 1932,
Carrying on its business at No.101,
Sainath House, B P Cross Road No.1,
Mulund (West), Mumbai - 400 080.
(PAN: ABEFS3933M)

REPRESENTED BY ITS GPA HOLDER

M/s. MINDCOMP DWELLINGS LLP

A Limited Liability Partnership registered and incorporated Under the Limited Liability Partnership Act, 2008
And having its registered office at No.3, 4th Floor,
Salarpuriya Windsor, Ulsoor Road,
Bengaluru – 560 042.
(PAN No.ABKFM5710G)

REPRESENTED BY ITS DESIGNATED PARTNER

SRI. K.N. SURENDRA

(Hereinafter referred to as the "VENDOR" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal heirs, executors, and permitted assignees) of the **FIRST PART**

AND:

M/s. MINDCOMP DWELLINGS LLP

A Limited Liability Partnership registered and incorporated Under the Limited Liability Partnership Act, 2008
And having its registered office at No.3, 4th Floor,
Salarpuriya Windsor, Ulsoor Road,
Bengaluru – 560 042.
(PAN No.ABKFM5710G)

REPRESENTED BY ITS DESIGNATED PARTNER

SRI. K.N. SURENDRA

(Hereinafter referred to as the “**DEVELOPER/PROMOTER**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal heirs, executors, and permitted assignees) of the **SECOND PART**

AND:

[If the Allottee is an individual]

Mr./Ms. _____, (Aadhar No. _____
_____, son/daughter _____,
aged about: _____ years, residing at _____, (PAN _____),

Hereinafter called the “**ALLOTTEE/s/PURCHASER/s**”

(Which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest and permitted assignees) **OF THE OTHER PART.**

The Vendor/Promoter and Allottee/s/Purchaser/s shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**” wherever the context so requires.

WHEREAS:

A. WHEREAS, the Vendor is the absolute owner in peaceful possession and enjoyment of the converted land bearing Sy.No.47/2, measuring 31 guntas, situated at Mathahalli Village, Dasanapura Hobli, Bengaluru North Taluk, Bengaluru, which is more fully described in the Schedule hereunder and hereinafter referred to as “**SCHEDULE ‘A’ PROPERTY**”, having acquired the same through registered sale deed dated:13.06.2012, bearing document No.MDL-1-02337/2012-13, stored in CD No.MDLD114, of book-1, registered in the office of the sub-registrar, Rajajinagara (Madanayakanahalli), executed by Mr. Jayaram Khiyasi Bhanushali, residing at No.17, Mehta Chambers, 127-A, Kalyan Street, Masjid Bunder, Mumbai-400 009.

B. The Schedule “A” Property is converted vide Conversion Order dated:06.03.2009, bearing No.ALN(N.D.H)S.R-78/06-07, issued by Special Deputy Commissioner, Bengaluru District, Bengaluru.

C. WHEREAS, the Vendor had no necessary expertise and resources for developing the Schedule "A" Property and hence entered into the Joint Development Agreement with M/s. Mindcomp Dwellings LLP (Developer herein) with respect to Schedule "A" Property through registered Joint Development Agreement dated:28.10.2021, registered as document No.VJN-1-03720/2021-22, stored at C.D.No.VJND911 of Book-1, registered in the office of the Sub-Registrar, Rajajinagara (Vijayanagara), Bengaluru, wherein 48% of revenue from sale of saleable plots was allotted to the share of Vendor herein and 52% of revenue from sale of saleable plots was allotted to the share of Developer herein and to deal with the property as per JDA, Vendor herein had also executed General Power of Attorney dated:28.10.2021, registered as document No.VIJN-4-00165/2021-22, stored at C.D.No.VJND911 of Book-4, registered in the office of the Sub-Registrar, Rajajinagara (Vijayanagara), Bengaluru.

D. As per the terms and conditions of the said Joint Development Agreement, the Developer/Promoter is entitled to develop the Schedule "A" Property and formed residential layout in the Schedule "A" Property owned absolutely by the Vendor and formed sites in the said layout, formation of Roads, by providing various amenities including water, sewerage, electricity and other civil amenities.

E. WHEREAS, the Nelamangala Planning Authority (a wing of BMRDA) being the Planning Authority has sanctioned the residential Layout plan vide No.NPA/LAO/27/2022-23, dated:06.03.2023.

F. WHEREAS, in accordance with the said plan sanctioned by Nelamangala Planning Authority (a wing of BMRDA), vide No.NPA/LAO/27/2022-23, dated:06.03.2023, the Developer/Promoter has formed a residential layout in the Schedule "A" Property. The Site bearing No....., measuring East to West:..... meter and North to South:..... meter, totally measuring square meter, is one of the sites so formed in accordance with the said layout plan.

G. WHEREAS, the Developer/Promoter is developed and formed a residential Layout as per Bengaluru International Airport Area Planning Authority approved plan in the name and style of "**KNS ATHENA PHASE-2**".

- H. The Vendor/Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest and right to develop the Project Lands on which Project is to be formed.
- I. The Vendor/Promoter having obtained the sanctioned plan for the Project from **Nelamangala Planning Authority (a wing of BMRDA)**, agrees and undertakes that they shall not make any changes to approved plans except in strict compliance with Section.14 of the Act and other laws as applicable.
- J. The Vendor/Promoter has registered the Project under the provisions of the Act with the Karnataka Real Estate Regulatory Authority at Bengaluru, Karnataka, India on _____ PRM/KA/RERA/_____.
- K. The Allottee had applied for allotment of a Residential Plot in the Project *vide* application no. _____ dated _____ and has been allotted Residential Plot no. _____ measuring East to West _____ feet or _____ Square meters and North to South _____ feet or _____ Square meters in all measuring _____ square feet or _____ square meters, (more fully described in Schedule hereunder and hereinafter referred to as the “**SCHEDULE ‘B’ PROPERTY**”):
- L. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- 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 Vendor/Promoter hereby agree 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 Vendor/Promoter agree to sell to the Allottee and the Allottee hereby agrees to purchase the residential plot described in Schedule ‘B’.

- 1.2 The Total Price for the Schedule 'B' Property is Rs. _____
(Rupees _____ only ("Total Price"))

Price Break Up as follows:

Residential Plot No:

1. COST		
i)	Basic Sale Price	
ii)	Preferential Location charges	
iii)	Any other charges	
iv)	Legal Charges	
Total Cost		

Total Price (Rupees _____ Only)

(The total agreed cost is excluding stamp duty, registration fees, payable on registration of Agreement of Sale & Sale Deed, expenses towards registration of Agreement of Sale & Sale Deed, documentation charges, taxes, etc., if any)

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Schedule 'B' Property;
- (ii) The Total Price above does not includes Taxes (consisting of tax paid or payable by the Vendor/Promoter if any by way of Goods and Service Tax (GST) or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Vendor/Promoter, by whatever name called and the same shall be payable by the Allottee on or before handing over the possession of the Schedule 'B' Property to the Allottee and the project to the Association of Allottees or the competent Authority, as the case may be, after obtaining the final release order;

Provided that incase there is any change/modification in the taxes, the subsequent amount payable by the Allottee to the Vendor/Promoter shall be increased/reduced based on such change/ modification:

Provided further that if any increase in the taxes after the expiry of the schedule date of completion of the project as per registration with the authority which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Allottee;

- (iii) The Vendor/Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Vendor/Promoter within the time and in the manner 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 Schedule 'B' Property includes recovery of price of land, basic civic amenities, internal development charges, external development charges, and includes cost for providing all other amenities and specifications to be provided within the Project, as per the sanctioned layout plan.
- 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 Vendor/Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Vendor/Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C ("Payment Plan")**.
- 1.5 The Vendor/Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @ % per annum for the period by which the respective instalment 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 Vendor/Promoter shall not make any additions and alterations in the sanctioned plans, layout plans, facilities and amenities described herein at Schedule 'D' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Residential Plot without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Vendor/Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.
- 1.7 The Vendor/Promoter shall confirm the final area of the Plot that has been allotted to the Allottee after the development is complete and the Release Order is granted by the Competent Authority, by furnishing details of changes, if any, in the area of the plot. The total price payable for the plot area shall be recalculated upon the confirmation by the Promoter. If there is any reduction in the area of the plot, then the Promoter shall refund the excess money paid by the Allottee within sixty days with annual interest at the rate prescribed in the Rules, from the date when such excess amount was paid by the Allottee. If there is any increase in the area of the plot, which is not more than three percent of the plot area, allotted to the Allottee, the Promoter may demand that from the Allottee as per the milestones of the Payment Plan as provided in Schedule-D. All these monetary adjustments shall be made at the same rate per square feet as agreed in Para 1.2 of this Agreement.
- 1.8 Subject to para 9.3 the Vendor/Promoter agree and acknowledges, the Allottee shall have the right to the Residential Plot as mentioned below:
- (i) The Allottees shall have exclusive ownership of the Schedule B Property;
 - (ii) That the computation of the price of the Schedule B Property recovery of price of land, basic civic amenities, internal development charges, external development charges and includes cost for providing all other amenities to be provided within the Schedule B Property and the Project as per the sanctioned layout plan.
 - (iii) The Allottee has the right to visit the project site to assess the extent of development of the project and the Schedule B Property with prior intimation and subject to appointment being given by the Promoter, as the Promoter would have to take the necessary safety measures during the visit of the Allottee to the Project.
- 1.9 It is agreed that the Project is an independent, self-contained Project covering the said land and is not a part of any other project or zone and shall not form a part of and/or/ linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's amenities, shall be available only for use and enjoyment of the Allottees of the Project.

1.10 The Vendor/Promoter agree to pay all outgoings before transferring the physical possession of the Schedule B Property to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Vendor/Promoter fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the Schedule B Property to the Allottee, the Vendor/Promoter agree to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.11 The Allottee has paid a sum of Rs. _____/- (Rupees _____ only) as the booking amount being part payment towards the Total Price of the Schedule B Property at the time of application, the receipt of which the Vendor/Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Schedule B Property as prescribed in the Payment Plan prescribed in Schedule D as may be demanded by the Vendor/Promoter within the time and in the manner specified therein:

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

2. **MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Vendor/Promoter abiding by their obligations, the Allottee shall make all payments, on written demand by the Vendor/Promoter, within the stipulated time as mentioned in the Payment Plan prescribed in Schedule D through A/c Payee cheque/demand draft/bankers cheque or online payment or electronic wire transfer (as applicable) in favour of "KNS INFRASTRUCTURE PVT LTD COLLECTION ESCROW ACCOUNT KNS ALORA", Account No. 57500000962458, HDFC Bank Ltd, Richmond Road Branch, Bengaluru, IFSC Code HDFC0000523. AND "KNS INFRASTRUCTURE PVT LTD DESIGNATED ESCROW ACCOUNT KNS ALORA", Account No. 57500000961596, HDFC Bank Ltd, Richmond Road Branch, Bengaluru, IFSC Code HDFC0000523.

COMPLIANCE OF LAWS RELATING TO REMITTANCES:

2.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations 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 Vendor/Promoter with such permission, approvals which would enable the

Vendor/Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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

3. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Vendor/Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the Schedule 'B' Property, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Vendor/Promoter to adjust his payments in any manner.

4. TIME IS ESSENCE:

The Vendor/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 Schedule B Property to the Allottee.

5. DEVELOPMENT OF THE RESIDENTIAL LAYOUT:

The Allottee has seen the proposed layout plan and the amenities to be provided and accepted the layout plan, payment plan and the amenities as annexed along with this Agreement. The Vendor/Promoter shall develop the Project in accordance with the said plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Vendor/Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws and provisions prescribed by the Bengaluru International Airport Area Planning Authority and applicable laws 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 Vendor/Promoter shall constitute a

material breach of the Agreement.

6. POSSESSION OF THE SCHEDULE B PROPERTY:

- 6.1 Schedule for possession of the said Schedule B Property** – The Vendor/Promoter agrees and understands that timely delivery of possession of the Schedule B Property to the Allottee/s is the essence of the Agreement. The Vendor/Promoter assures to hand over possession of the Schedule B Property along with, amenities of the Project in place on or before (Project Completion date), unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Vendor/Promoter shall be entitled to the extension of time for delivery of possession of the Schedule B Property, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Vendor/Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Vendor/Promoter shall refund to the Allottee the entire amount received by the Vendor/Promoter from the allotment within 60 days from that date. The Promoters shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Vendor/Promoter and that the Vendor/Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.
- 6.2 Procedure for taking possession** - The Vendor/Promoter, upon obtaining the final release order from the competent authority shall offer in writing the possession of the Schedule B Property, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of the final layout plan sanction and Release Order. Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Vendor/Promoter within 3 months from the date of issue of final release order. The Vendor/Promoter agree and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Vendor/Promoter. The Allottee, after taking the possession, agrees to pay the maintenance charges as determined by the Vendor/Promoter/association of Allottees, as the case may be after the issuance of the final release order for the project. The Vendor/Promoter shall hand over the final release order of the Schedule B Property, to the Allottee at the time of conveyance of the same.
- 6.3 Failure of Allottee to take Possession of Schedule B Property**- Upon receiving a written intimation from the Vendor/Promoter as per para 7.2, the Allottee shall take possession of the Schedule B Property from the Vendor/Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Vendor/Promoter shall give possession of the Schedule B Property to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges.

- 6.4 **Possession by the Allottee** -After obtaining the final release order and handing over physical possession of the Schedule B Property to the Allottees, it shall be the responsibility of the Vendor/Promoter to hand over the necessary documents and plans, to the association of Allottees or the competent authority, as the case may be, as per the local laws. Provided that, in the absence of any local law, the Vendor/Promoter shall handover the necessary documents and plans, to the association of Allottees or the competent authority after the formation of the Association of Allottees, in accordance with law.
- 6.5 **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.
- 6.6 **Compensation** - The Vendor/Promoter shall compensate the Allottee in case of any loss caused to him 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 claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force
- 6.7 Except for occurrence of a Force Majeure event, if the Vendor/Promoter fails to complete or is unable to give possession of the Schedule B Property (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Vendor/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 prescribed in the Rules including compensation in the manner as provided under the Act within Sixty days of it becoming due. Provided that where if the Allottee does not intend to withdraw from the Project, the Vendor/Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Schedule B Property, which shall be paid by the Promoter to the Allottee within Sixty (60) days of it becoming due.

7. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER AND ALLOTTEE :

7.1 The Vendor/Promoter hereby represents and warrants to the Allottee as follows:

- (i) The Vendor/Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;

- (ii) The Vendor/Promoter have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project.
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Project or the Schedule B Property;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project and Schedule B Property are valid and subsisting and have been obtained by following due process of law. Further, the Vendor/Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project and civic amenities areas as relinquished in favour of BUDA;
- (vi) The Vendor/Promoter 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 Allottee created herein, may prejudicially be affected;
- (vii) The Vendor/Promoter have 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 Project and Schedule B Property which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Vendor/Promoter confirms that the Vendor/Promoter are not restricted in any manner whatsoever from selling the said Schedule B Property to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Vendor/Promoter shall handover lawful, vacant, peaceful, physical possession of the Schedule B Property to the Allottee;
- (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 Vendor/Promoter have duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of plot, has been handed over to the Allottee;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Vendor/Promoter in respect of the said Project.

8. EVENTS OF DEFAULTS AND CONSEQUENCES:

8.1 Subject to the Force Majeure clause, the Vendor/Promoter shall be considered under a condition of Default, in the following events:

- (i) Vendor/Promoter fails to provide possession of the Schedule B Property to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para,

‘possession’ shall mean that the development works in the Project are complete in all respect including the amenities be provided as per the layout plan and for which completion certificate or final release order, as the case may be, has been issued by the competent authority;

- (ii) Discontinuance of the Vendor/Promoter business as Promoters on account of suspension or revocation of the Project registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (i) Stop making further payments to Vendor/Promoter as demanded by the Vendor/Promoter. If the Allottee stops making payments, the Vendor/Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Vendor/Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Schedule B Property, along with interest at the rate prescribed in the Rules within sixty 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 Vendor/Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Schedule B Property, which shall be paid by the Vendor/Promoter to the Allottee within Sixty days of it becoming due.

8.3 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 2 (two) consecutive demands made by the Vendor/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 Vendor/Promoter on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the Vendor/Promoter in this regard, the Vendor/Promoter may cancel the allotment of the Schedule B Property, in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the Vendor/Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

9. CONVEYANCE OF THE SAID PLOT:

The Vendor/Promoter, on receipt of Total Price of the Schedule B Property as per 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Schedule B Property within 3 months from the date of issuance of the final release order to the Allottee. Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Vendor/Promoter within 3 months from the date of issue of final release order. However, in case the Allottee fails to deposit the stamp duty and / or registration charges within the period mentioned in the notice, the Allottee authorizes the Vendor/Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoters is made by the Allottee.

10. MAINTENANCE OF THE SAID RESIDENTIAL LAYOUT / SCHEDULE B PROPERTY / PROJECT:

The Vendor/Promoter shall not be responsible to provide and maintain essential services in the Project and Schedule B Property till taking over of the maintenance of the project by the association of the Allottees or competent authority as the case may be as the said project is the residential layout project and all necessary areas are relinquished in favour of the Local Planning Authority. (The proposal to maintain and the method to be incorporated here)

11. 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 Vendor/Promoter as per the agreement for sale relating to such development is brought to the notice of the Vendor/Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Vendor/Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoters failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act. However, it is made clear that, since the Schedule B Property, is a residential plot and will be open to sky and will be subject to vagaries of nature and as such, any deterioration due to the same, shall not be attributed as defect and the Vendor/Promoter shall not be held responsible for the same.

12. GENERAL COMPLIANCE WITH RESPECT TO THE SCHEDULE 'B' PROPERTY

12.1 Subject to Para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Schedule 'B' Property at his/her own cost, and shall not do or suffer to be done anything in the Project, or the Schedule 'B' Property or the Civic Amenities relinquished in favour of BUDA which may be in violation of any laws or rules of any authority or change or alter or make additions to the Schedule B Property and keep the Schedule B Property, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition;

12.2 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 face / facade or anywhere in any portion of the Project except displaying his/her name on the building that may be constructed by him/her on the Schedule B Property. Further the Allottee shall not store any hazardous or combustible goods in the Schedule B Property;

13. COMPLIANCE OF LAWS, NOTIFICATIONS ETC., BY PARTIES:

The parties are entering into this Agreement for the allotment of a Schedule 'B' Property with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

14. ADDITIONAL CONSTRUCTIONS:

The Vendor/Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

15. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Vendor/Promoter executes this Agreement they 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 Schedule 'B' Property.

16. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee. If the Allottee(s) fails to execute and deliver to the Vendor/Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee as and when intimated by the Vendor/Promoter, then the Vendor/Promoter shall serve a notice to the

Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever after deducting administration charges and any other costs that the Vendor/Promoter would have incurred.

17. ENTIRE AGREEMENT:

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

18. RIGHT TO AMEND:

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

19. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE OR SUBSEQUENT ALLOTTEE S:

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

20. WAIVER NOT A LIMITATION TO ENFORCE:

20.1 The Vendor/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 in Schedule D 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 Vendor/Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Vendor/Promoter to exercise such discretion in the case of other Allottees.

20.2 Failure on the part of the Vendor/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.

21. 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.

22. 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.

23. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Vendor/Promoter through its authorized signatory at the Vendor/Promoter Office.

24. NOTICES:

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

Name and Address of the Promoter:**M/s. MINDCOMP DWELLINGS LLP**

A Limited Liability Partnership registered and incorporated
Under the Limited Liability Partnership Act, 2008
And having its registered office at No.3, 4th Floor,
Salarpuriya Windsor, Ulsoor Road,
Bengaluru – 560 042.
(PAN No.ABKFM5710G)

Allottee/s:

Name_____

Address:_____

It shall be the duty of the Allottee and the Vendor/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 Vendor/Promoter or the Allottee, as the case maybe.

25. JOINT ALLOTTEES:

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

26. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the residential plot, prior to the execution and registration of this Agreement for Sale for the residential plot, 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.

27. 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 Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

28. DISPUTE RESOLUTION:

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

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

SCHEDULE "A" PROPERTY

All that piece and parcel of Converted land bearing Sy.No.47/2, measuring 31 Guntas, situated at Mathahalli Village, Dasanapura Hobli, Bengaluru North Taluk, Bengaluru (This property has been converted vide Conversion Order dated:06.03.2009, bearing No.ALN(N.D.H)S.R-78/06-07, issued by Special Deputy Commissioner, Bengaluru District, Bengaluru) and bounded on:

East by	Land in Sy.No.47/6,
West by	Land in Sy.No.47/15,
North by	Land in Sy.No.47/8,
South by	Land in Sy.No.47/3.

SCHEDULE "B" PROPERTY

(PROPERTY TO BE CONVEYED UNDER THIS DEED)

All that piece and parcel of **Residential Site bearing No....., V. P. Katha No..... & E-Katha No.....**, measuring East to West:..... meter and North to South:..... meter, totally measuring square meter, in the Layout known as **"KNS ATHENA PHASE-2"** formed as per the Layout Plan sanctioned by the Nelamangala Planning Authority (a wing of BMRDA) vide No.NPA/LAO/27/2022-23, dated:06.03.2023, formed in Schedule "A" Property, situated at Mathahalli Village, Dasanapura Hobli, Bengaluru North Taluk, Bengaluru and bounded on:

EAST BY	
WEST BY	
NORTH BY	
SOUTH BY	

SCHEDULE 'C'
(PAYMENT PLAN)

On Booking	Up to 10%
On execution of Agreement of Sale	10%
On Execution of Sale Deed and Possession	80%

SCHEDULE 'D'
PROJECT SPECIFICATIONS AND AMENITIES:

1. Underground Drainage
2. Domestic Water Supply
3. Rainwater Drain
4. Underground Electrical Line
5. Asphalted Road
6. STP
7. Over Head Tank

SCHEDULE 'E'
COMMON AREAS OF THE PROJECT:

1. Roads in the layout as per the layout plan.
2. Parks and Open Spaces.
3. Civic Amenity Areas.
4. Sewerage lines.
5. Other amenities in the project.

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

SIGNED AND DELIVERED BY WITHIN NAMED ALLOTTEES

(1) Signature_____

Name_____

Address _____

(2) Signature_____

Name_____

Address _____

VENDOR/PROMOTER

Signature:_____

Name:

Address _____

At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____