

AGREEMENT FOR SALE

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[NOTE:

PROMOTERS SHALL HIGHLIGHT ALL INSERTIONS, MODIFICATIONS, DELETIONS AND ADDITIONAL CLAUSES WITH A DIFFERENT COLOR WHILE SUBMITTING THIS AGREEMENT FOR SALE WITH THE APPLICATION FOR REGISTRATION]

THIS SALE CUM CONSTRUCTION AGREEMENT IS MADE AND EXECUTED ON THIS _____ DAY OF _____, TWO THOUSAND TWENTY ~~ONE~~-THREE (____/____/2021-13) AT BANGALORE:-;

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BETWEEN:

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~~[If the promoter is a company]~~

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~~[(CIN no.), a company incorporated under the provisions of the Companies Act, [1956 or 2013], (Central Act 18 of 2013), as the case may be], having its registered office at _____ and its corporate office at _____ (PAN _____), represented by its authorized signatory _____ (Aadhar no.) authorized vide board resolution dated _____ hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor in interest, executors, administrators and permitted assignees);~~

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[OR]

~~[If the promoter is a Partnership firm]~~

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~~_____ a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at _____, (PAN _____), represented by its authorized Partner , (Aadhar no.) authorized vide _____, hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors, administrators of the last surviving partner and his/her/their assigns);~~

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~~{OR}~~

M/s MYSORE, STONEWARE, PIPES AND POTTERIES LIMITED,

Having its office at No. 452,

11th CROSS, 6TH, Main,

Sadashivanagar,

Bangalore 560 080,

PAN: AAAC6414E.

Represented by its Authorized Signatory,

Sri. Rajiv Harshavardhan Ramahalli

Aadhaar No. **650560386512**

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Hereinafter referred to as “Owner” (which expression shall, unless repugnant to the context, mean and include successors-in-office, executors, administrators, nominees and assigns) **OF THE ONE PART.**

:AND:

SHRI. N. APPAJI GOWDA,

Son of Late Nanje Gowda,

Residing at No. 162/49,

Bapuji Extension, Chandra Layout,

Vijayanagar, Bangalore-560 040.,

PAN: AEYPA1368R.

Aadhaar No. **759230787696**

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~~***{If the promoter is an Individual}***~~

~~Mr. / Ms. _____, (Aadhaar no. _____) son / daughter of _____, aged about _____, residing, at _____ (PAN _____), hereinafter called the “Promoter” (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 assigns).~~

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~~**{OR}**~~

~~***{If the Promoter is a Development Authority / any other public body / registered society / etc}***~~

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_____, (Reg. No. _____) a _____ registered under the provisions of the _____ (mention the relevant Act/Rules), as the case may be), having its registered office at _____, (PAN- _____), represented by its authorized signatory, _____, (Aadhaar no. _____) duly authorized vide organization's resolution dated _____, hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor in interest, and permitted assigns).

▲ _____
SRI/SMT _____
S/o Sri. _____

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Aged about _____ years

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▲ _____
PAN NO. BLMPM7503C.

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AADHAR NO: XXXX XXXX XXXX

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Having office at:-
Office Address, _____

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▲ _____ **Residing at;**
_____ **Residential Address,**

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Hereinafter referred to as the "**PROMOTER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his successors and assigns etc.) **OF THE ~~ONE~~ SECOND PART;**

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▲ **AND**

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[If the Allottee is a company] ,

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_____ (CIN no. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, (Aadhar no. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assignees).

[OR]

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[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar no. _____) authorized vide _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partners for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his / her/ their assigns).

[OR]

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[If the Allottee is an Individual]

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

[OR]

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[If the Allottee is a HUF]

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Mr. _____, (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____

_____ HUF, having its place of business / residence at _____, (PAN _____)

[Please insert details of other allottee(s), in case of more than one allottee]

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

Hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) **OF THE OTHER PART.**

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DEFINITIONS:

For the purpose of this Agreement for Sale, unless the context otherwise requires,-

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a) “Act” means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);

a)

—“appropriate Government” means the State Government of Karnataka;

b)

b) “Rules” means the Karnataka Real Estate (Regulation and Development) Rules, 2017

—

c)

b) “Regulations” means the Regulations made under the Real Estate (Regulation and Development) Act, 2016;

d)

e) “Section” means a section of the Act.

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WHEREAS:

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~~A. A.~~ The Owner is the sole and absolute owner of the undeveloped residentially converted land bearing Survey No. 76/2, measuring 08.75 guntas out of 04 acres 38 guntas excluding 01 acre 02 guntas kharab land, Survey No. 79, measuring 32 guntas out of 07 acres 25 guntas excluding 18 guntas of kharab land and Survey No. 80, measuring 01 acre 3.50 guntas out of the land measuring 24 acres 23 guntas, in all totally measuring in total 02 acres 4.25 guntas, all situated at Soladevanahalli Village, Hesaraghatta Hobli, Bangalore North Taluk, Bangalore, duly converted for non-agricultural residential purposes vide Order No. LCCP102059/2021 dated 01/10/2021, issued by the Deputy Commissioner, Bangalore District, which are more fully mentioned and described in the **Schedule** hereunder and hereinafter referred to as "**Schedule Property**";

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~~The Promoter is the absolute and lawful owner of [municipal nos./ survey nos.] [Please insert land details as per local laws] _____ totally admeasuring _____ square meters situated at _____ in Village & Hobli _____ ("Said Land") vide sale deed(s) dated _____ registered as documents no. _____ at the office of the Sub Registrar;~~

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{OR}

~~_____ ("Owner") is the absolute and lawful owner of [municipal nos./ survey nos.] [Please insert land details as per local laws] _____ totally admeasuring _____ square meters situated at _____ Village & Hobli _____ ("Said Land") vide sale deed(s) dated _____ registered as documents No. _____ at the office of the Sub Registrar. The Owner and the Promoter have entered into a [collaboration / development / joint development] agreement dated _____ registered as document No. _____ at the office of the Sub Registrar or / and in terms of the said collaboration / development / joint development] agreement, the owner has executed the registered General power of Attorney dated _____ as document No _____, at the office of the Sub Registrar.~~

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B. A. The Owner/Company was incorporated on 25th March 1937 with the Registrar of Joint Stock Companies, the then Mysore State presently falling under the jurisdiction of the Registrar Companies, Bengaluru, Karnataka. The then Government of His Highness the Maharaja of Mysore has ordered to acquire the certain larger extent of land consisting of Survey Numbers 86, 87/1, 87/2, 72, 73/1, 73/2, 73/3, 73/4, 73/5, 73/6, 73/7, 73/8, 74/1, 81, 82, 74/2, 74/3, 74/4, 74/5, 75/1, 75/2, 75/3, 76/1, 76/2, 78, 83/1, 83/2, 83/3, 83/4, 83/5, measuring 97 acres 03 guntas and Survey Numbers 71/1, 71/2, 79, 80/1, 80/2, 80/3, 90 and 91 measuring 21 acres 21 guntas in Chikkabanavara Village, and the Government Grant certain Survey Numbers 71, 79, 80 and 81 measuring an extent of 53 acres 30 guntas in Soladevanahalli Village and Survey Number 13, measuring an extent of 15 acres in Sasuveghatta Village (viz. the larger extent of the Schedule Property) including the Schedule Property, more fully described below in favour of the Owner/Company for industrial purposes, the cost of acquisition was deposited by the Owner/Company to the Government as per the order dated 15/06/1937 passed by the then Chief Secretary to the Government and accordingly sanction was accorded and conversion charges for usage of land for industrial purposes were also waived by the Government;

C. In pursuance to this Owner/Company deposited cost of acquisition, by order dated 15/06/1938, the then Chief Secretary to Government has accorded sanction for the acquisition of the properties. A Notification dated 24/06/1938 is also issued as per the provisions of the then Land Acquisition Act and the same is also published in the Official Gazette dated 30/06/1938 and the possession of the acquired lands were taken by M/s. MSPPL as per government Order No. 5644/54/1 and C-183/1936-37, dated 22/02/1937 and land earing Survey Numbers 71,79, 80 and 81, measuring an extent of 53 acres 30 guntas of Soladevanahalli Village was granted by the Government in favour of Owner/Company, vide its order G. O. No. R.1015-8/LR/104-41-2, dated 18/08/1941. Since then, the Owner/Company is in possession and enjoyment of the said survey numbers as absolute Owner, and they have paid property taxes up to date;

D. The land was acquired as per the provisions of the Land Acquisition Act and the same was published in the Official Gazette dated 30/06/1938. In view of the acquisition by the Government in favour of the Owner/Company, the revenue entries were

mutated in the name of Owner/Company and accordingly, the Owner/Company became the absolute owner of the said land and is in uninterrupted possession and enjoyment of the same;

E. In view of the grant of the Larger Extent of the Schedule Property by the Government in favour of the Owner/Company, the revenue entries were mutated in the name of Owner/Company and accordingly, the Owner/Company became the absolute owner of the said lands and is in uninterrupted possession and enjoyment of the same;

F. One Sri. R. P. Trivikram, the Shareholder of the Owner/Company, along with few other Shareholders of the Owner/Company filed a case of oppression and mismanagement against the Owner/Company and its Board of Directors before the Company Law Board (CLB), Chennai and the said matter was transferred to its successor, the National Company Law Tribunal (NCLT), Bengaluru Bench and numbered as C. P. No. 13/2016. The matter was compromised as per the Joint Compromise Petition dated 14/06/2017, filed by the Owner/Company and the Confirming Party herein in C. P. No. 13/2016 and accordingly the matter stood disposed of vide Order of the NCLT dated 07/08/2018. In terms of the aforesaid Joint Compromise Petition, Owner/Company herein has taken the express written consent of the Sri. R. P. Trivikram 1 for development of the Schedule Property;

G. The Owner/Company had also entered into a Memorandum of Understanding dated 27/01/2018 with M/s. Emlak Ventures Private Limited, for sale of the Schedule Property along with other properties. Wherein it is agreed between the parties that, the Owner has agree to deliver vacant possession of the Schedule Property immediately after obtaining such conversion order for residential purpose and the Developer obtaining the plan approval from Bangalore Development Authority. The cost of the residential conversion and plan approval from the BDA shall be borne by the Owners and the Developer respectively. However the interest of expediting the sale transaction the Developer has agreed to undertake the responsibility of securing the residential conversion;

H. The M/s. Emlak Ventures Private Limited, has assigned its right to purchase and nominated the Developer herein as its nominee to purchase the Schedule Property and has relinquished/transferred its rights acquired under the MOU dated

27/01/2018 in favour of the Developer herein and further states that it shall have no claim against the Owner/ Company or Developer herein;

I. The Developer accepted the offer of the M/s. Emlak Ventures Private Limited, and they along with the Owner/Company have entered into the Agreement of Sale dated 04/03/2021, registered vide Document No. YP-1-09516/2020-21 of Book I, stored C. D. No. BYPD824, in the office of the Sub-Registrar, Byatarayanapura, Bengaluru, agreeing to sell the Schedule Property for the total sale consideration of ₹ 6,84,53,125/- (Rupees Six Crore Eighty Four Lakhs Fifty Three Thousand One Hundred and Twenty Five only) and the Owner/Company have received the advance sale consideration of ₹ 3,00,00,000/- (Rupees Three Crore only) from the Developer,. In terms of the said agreement it is agreed between the parties that, the Owner/company has agreed to provide necessary application and documents as and when required by the concerned authorities for obtaining conversion and katha required for sale of the Schedule Properties. The Owner/Company shall reimburse the expensed paid to the concerned authorities towards obtaining the same. The Owner/Company has undertaken to pay up to day property tax in respect of the Schedule Properties till the date of registration and execution of the Sale Deed in favour of the Purchaser or its nominees. The Owner/Company has represented that they would execute the registered sale deed in favour of purchaser after the conversion, plan approval from the BDA and katha documents are obtained in the name of Owner/company provided the Owner shall secure the conversion of the Schedule Property and Developer has agreed to apply for the sanction for the development of the Schedule Property;

J. The Developer due to change in laws and regulations, have expressed his concern to get the approval/final release order from the sanctioning authority based on the said agreement to sell and in continuation of the said agreement to Sell dated 04/03/2021 and to implement the terms and conditions of the said agreement both the parties have mutually agreed to assign all their rights and obligation agreed in terms of the said agreement and to enter into a Development Agreement dated 28/08/2023, registered as document No.3670/2023-24, of Book I, stored in _____, in the office of the Sub-registrar, Ganganagar, to develop the Schedule Property into a Residential Layout in accordance with the mutually agreed terms and conditions discussed herein below and also executed the General Power of Attorney giving all the

powers to Sell, Sign, Execute etc., all the necessary documents/entering into Sale Agreement/executing Sale Deed and to receive the Sale Consideration amount etc., vide GPA dated 28/08/2023, registered as document no. _____, of Book-IV, stored in _____, in the office of the Sub-Registrar, Ganganagar

~~The Promoter is the absolute owner and in peaceful possession and enjoyment of the converted Land bearing Sy.No: _____ measuring _____ Acre/s _____ Guntas situated at ADDRESS. Whereas, the said property is acquired by the Vendor herein through the Registered Sale Deed date: dd-mm-yyyy, bearing Doc.No: RRN _____, stored in C.D.No: RRN _____, registered in the office of the Sub-Registrar Office Address and the same got converted from Agricultural to Non-agricultural Residential Purpose on date: dd-mm-yyyy vide No: ALN _____, which is more fully described in the Schedule hereafter and hereinafter referred to as Item No: 1 of the Schedule A Property,~~

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~~2. NEXT SURVEY NUMBER DETAILS~~

~~3. NEXT SURVEY NUMBER DETAILS~~

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~~B:~~

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~~The Said Land is earmarked for the purpose of building a [commercial/residential/any other purpose] project, comprising _____ multistoried apartment buildings and [insert any other components of the Projects] and the said project shall be known as ' _____ ' ("Project");~~

~~[OR]~~

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~~The Said Land is earmarked for the purpose of plotted development of a [commercial/residential/any other purpose] project, comprising _____ 25 plots and [insert any other components of the Projects] and the said project shall be known as 'MSPPL- Phase II _____' ("Project");~~

K.

Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority;

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~~C.~~

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The Promoter is fully competent to enter into this Agreement and all the legal

formalities with respect to the right, title and interest of the Promoter

regarding the Said Land on which Project is to be constructed have been

L. completed;

~~D.~~

M. The [Please insert the name of the concerned competent authority] has granted the commencement certificate to develop the Project vide approval dated bearing registration no ;

~~E.~~

N. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the ~~apartment, plot or building~~, as the case may be, from [Please insert the name of concerned competent authority] Bangalore Development Authority. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;

~~F.~~

O. The Promoter has registered the Project under the provisions of the Act with the

(Name of Union Territory) Karnataka Real Estate Regulatory Authority
at Bangalore on _____ under registration no. _____;

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~~The Allottee had applied for an apartment in the Project vide application no. _____ dated _____ and has been allotted apartment no. _____ having carpet area of _____ square feet, type _____, on _____ floor in [tower/block/building] no. _____ ("Building") along with garage/covered parking no. _____ admeasuring _____ square feet in the _____ [Please insert the location of the garage/covered parking], as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B);~~

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~~[OR]~~

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~~P. The Allottee had applied for a plot in the Project vide application no. _____ dated _____ and has been allotted plot no. _____ having area of _____ square feet and plot for garage / covered parking admeasuring _____ square feet (if applicable) in the _____ [Please insert the location of the garage/covered parking], as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Plot" more particularly described in Schedule A);~~

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~~H.~~

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

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~~Q.~~

~~I.~~

~~_____ [Please enter any additional disclosures/details] 7~~

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~~J.~~

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~~K.~~

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R. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;

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~~K.~~

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~~K.~~

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~~K.~~

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S. 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;

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~~K.~~

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~~K.~~

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~~K.~~

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T. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the [~~Apartment~~/Plot] and the garage/covered parking (if applicable) as specified in para G;

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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:

~~K.~~

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1. TERMS:

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~~K.~~

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1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the [~~Apartment~~/Plot] as specified in para G.

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1.2 The Total Price for the [~~Apartment~~/Plot] based on the ~~carpet plot~~ area is Rs. _____ (Rupees _____ only ("Total Price") ~~(Give break up and description)~~;

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~~K.~~

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Block / Building / Tower no. _____	Rate of Apartment per square feet*
Type _____ Apartment no. _____	
Floor _____	
Total price (in rupees)	

*Provide break-up of the amounts such as cost of apartment, cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas, proportionate cost of common areas, preferential location charges, taxes, maintenance charges as per para 11 etc., if/as applicable.

[AND] [if/as applicable]

Garage/Covered parking – 1	Price for 1
Garage/ Covered parking – 2	Price for 2
Total price (in rupees)	

[OR]

Plot No. _____	Rate of Plot per square feet*
Type _____	
Total price (in rupees)	

*Provide break-up of the amounts such as cost of plot, proportionate cost of common areas, taxes, maintenance charges as per para 11 etc., if/as applicable.

[AND] [if/as applicable]

Garage/Covered parking – 1	Price for 1
Garage/ Covered parking – 2	Price for 2
Total price (in rupees)	

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Explanation:

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(iii) — The Total Price above includes the booking amount paid by the allottee to the Promoter towards the ~~Apartment~~/Plot];

(i)

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(ii) — The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter 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 Promoter, by whatever name called) and the same shall be payable by the Allottee on or before handing over the possession of the ~~apartment~~/plot to the allottee and the project to the association of the Allottees or the competent authority, as the case may be, after obtaining the completion certificate / occupancy certificate; Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification: Provided further that if any increase in the taxes after the expiry of the schedule dated 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;

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(ii)

(ii) The 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 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;

(iii)

(iii) The Total Price of [Apartment/Plot] includes recovery of price of land, construction of [not only the ApartmentPlot, but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartmentplot, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11.9 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [Apartment/Plot] and the Project.

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1.3

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

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1.4

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

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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.

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1.6

It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the ~~apartment, plot or building~~, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

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~~1.7~~

~~[Applicable in case of an apartment]~~

~~The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area then t h e Promoter shall refund the excess money paid by Allottee within sixty days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to Allottee, the 10 Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement1.7~~

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~~1.8~~

Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the [Apartment/Plot] as mentioned below:

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(i) The Allottee shall have exclusive ownership of the ~~[Apartment/Plot]~~;

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(i)

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(i) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas 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;

(ii)

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(i) That the computation of the price of the ~~[Apartment/Plot]~~ includes recovery of price of land, construction of [not only the ~~ApartmentPlot~~ but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the ~~apartmentplot~~, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the ~~[Apartment/Plot]~~ and the Project;

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(iii)

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(i) The Allottee has the right to visit the project site to assess the extent of development of the project and his ~~apartment/plot~~, as the case may be.

(iv)

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It is made clear by the Promoter and the Allottee agrees that the ~~[Apartment/Plot]~~ ~~salong with~~ ~~garage/covered parking~~ shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or/ linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

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The Promoter agrees to pay all outgoings before transferring the physical possession of the ~~apartmenplot~~ to the Allottees, which it has collected from the Allottees, for the

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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 11 other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the ~~apartment-plot~~ to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

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1.101

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The Allottee has paid a sum of Rs. _____ (Rupees _____ only) as booking amount being part payment towards the Total Price of the ~~[Apartment/Plot]~~ at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the ~~[Apartment/Plot]~~ as prescribed in the Payment Plan **[Schedule C]** as may be demanded by the 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

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1. **MODE OF PAYMENT:**

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Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [Schedule C] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of '_____' payable at _____.

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3. **COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

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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

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properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or 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 12 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.

3.2 T

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 to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said ~~apartment plot~~ applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

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4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the allottee against the [~~Apartment~~/Plot], if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

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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 [~~Apartment~~/Plot] to the Allottee and the common areas to the association of the allottees or the competent authority, as the case may be.

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6. CONSTRUCTION OF THE PROJECT/~~APARTMENT~~:

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The Allottee has seen the proposed layout plan, specifications, amenities and facilities of [~~Apartment~~/Plot] and accepted the ~~Plan floor plan, payment plan~~ and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. 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 _____ [Please insert the relevant State 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 Promoter shall constitute a material breach of the Agreement. ~~13-~~

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7. POSSESSION OF THE ~~APARTMENT~~/PLOT

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7.1

Schedule for possession of the said [~~Apartment~~/Plot] - The Promoter agrees and understands that timely delivery of possession of the [~~Apartment~~/Plot] to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the [~~Apartment~~/Plot] along with ready and complete common areas with all specifications, amenities and facilities of the project in place on _____, **30/03/2024**, 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 Promoter shall be entitled to the extension of time for delivery of possession of the [~~Apartment~~/Plot], provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 60 days from that date. The Promoter 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 Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

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7.2

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Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the [~~Apartment~~/Plot], to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the Promoter within 3 months from the date of issue of occupancy certificate]. 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, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be after the issuance of the completion certificate for the project. The promoter shall hand over the occupancy certificate of the ~~apartment~~/plot, as the case may be, to the allottee at the time of conveyance of the same time.

7.3

Failure of Allottee to take Possession of [~~Apartment~~/Plot] - Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the [~~Apartment~~/Plot] from the Promoter by executing 14 necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [~~Apartment~~/Plot] 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 as specified in para 7.2.

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7.4

Possession by the Allottee - After obtaining the occupancy certificate* and handing over physical possession of the [~~Apartment~~/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. [Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas, to the association of allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate].

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7.5

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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 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.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the [Apartment/Plot] (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 Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the [Apartment/Plot], 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 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 [Apartment/Plot], which shall be paid by the promoter to the allottee within Sixty (60) days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

(i) The [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;

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(ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;

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(iii) There are no encumbrances upon the said Land or the Project; [in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]

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(iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the [Apartment/Plot];

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(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment/Plot] are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and [Apartment/Plot] and common areas;

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(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;

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(vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;

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(viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee in the manner contemplated in this Agreement;

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(ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the [Apartment/Plot] to the Allottee and the common areas to the Association of the allottees or the competent authority, as the case may be;

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(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; 16

(xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of ~~apartment, plot or buildings~~, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or the competent authority, as the case may be;

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(xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

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9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

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- (i) Promoter fails to provide ready to move in possession of the ~~[Apartment/Plot]~~ 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, 'ready to move in possession' shall mean that the ~~apartment-plot~~ shall be in a habitable condition which is complete in all respect including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

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

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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 interest; or

(i)

(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 ~~apartmentplot~~, along with interest at the rate prescribed in the Rules within sixty days of receiving the termination notice: 17 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 prescribed in the Rules, for every month of delay till the handing over of the possession of the ~~[Apartment/Plot]~~, which shall be paid by the promoter to the allottee within Sixty days of it becoming due.

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 _____ 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 prescribed in the Rules;

(i) In case of Default by Allottee under the condition listed above continues for a period beyond _____ consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the ~~[Apartment/Plot]~~, 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 promoter shall intimate the allottee about such termination at least thirty days prior to such termination.

(ii)

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10. CONVEYANCE OF THE SAID ~~APARTMENT~~PLOT:

The Promoter, on receipt of Total Price of the [~~Apartment~~/Plot] as per 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [~~Apartment~~/Plot] together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate* and the completion certificate, as the case may be, 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 promoter within 3 months from the date of issue of occupancy certificate]. However, in case the Allottee fails to deposit the stamp duty and / or registration charges within the period mentioned in the notice, the allottee authorized the promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the promoter is made by the allottee.

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11. MAINTENANCE OF THE SAID BUILDING / ~~APARTMENT~~PLOT / PROJECT:

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees upon the issuance of the completion certificate of the project. The 18 cost of such maintenance has been included in the Total Price of the [~~Apartment~~/Plot].

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12. DEFECT LIABILITY:

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

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13. RIGHT TO ENTER THE ~~APARTMENT~~PLOT FOR REPAIRS:

The Promoter / maintenance agency / association of allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking

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spaces for providing necessary maintenance services and the Allottee agrees to permit the association of Allottees and/or maintenance agency to enter into the [Apartment/Plot] or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE:

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the _____ (Project name), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Allottees formed by the Allottees for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE ~~APARTMENT~~ PLOT:

15.1 Subject to Para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the [Apartment /Plot] at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the [Apartment/Plot] or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the [Apartment / Plot] and keep the [Apartment / Plot] , its 19 walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

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 face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the [Apartment / Plot] or place any heavy material in the common passages or staircase of the Building. The

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Allottee shall also not remove any wall, including the outer and load bearing wall of the [~~Apartment~~/Plot].

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.

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

The parties are entering into this Agreement for the allotment of a [~~Apartment~~/Plot] with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

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17. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, 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.

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18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the [~~Apartment~~/Plot/~~Building~~] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [~~Apartment~~/Plot/~~Building~~].
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19. THE KARNATAKA APARTMENT OWNERSHIP ACT, 1972 and THE KARNATAKA OWNERSHIP FLATS (REGULATION OF THE PROMOTION OF THE CONSTRUCTION, SALE, MANAGEMENT AND TRANSFER) ACT, 1972:

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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, 1971. The Promoter showing compliance of various laws/regulations as applicable in the State of Karnataka and its revision thereafter from time to time (xx - here specify the details.....).

20. BINDING EFFECT:

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

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21. ENTIRE AGREEMENT:

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

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22. RIGHT TO AMEND:

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

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23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE OR SUBSEQUENT ALLOTTEES:

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

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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 [Annexure C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

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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.

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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.

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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

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payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the [Apartment/Plot] bears to the total carpet area of all the [Apartments/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, in _____ after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at _____ (specify the address of the Sub-Registrar). 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:

Name of Allottee

(Allottee Address)

MSHRI./s N. APPAJI GOWDA _____ Promoter name

-Residing at No. 162/49,
Bapuji Extension, Chandra Layout,
Vijayanagar, Bangalore-560 040

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_____(Promoter Address)

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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.

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30. JOINT ALLOTTEES:

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

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31. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the ~~apartment, plot or building,~~ as the case may be, prior to the execution and registration of this Agreement for Sale for such ~~apartment, plot or building,~~ as the case may be, 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.

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

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33. DISPUTE RESOLUTION.-

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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 parties concerned may seek

resolution of such issues as per the provisions of the Act, Rules and Regulations framed by the Karnataka Real Estate Regulatory Authority.

~~[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 there under.]~~

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SCHEDULE 'A' -

~~[DATA SHOWN BELOW IS ONLY ILLUSTRATIVE]~~

FOR APARTMENT:

Sl- No.	Foor No	Unit- No	Unit- Type	Carpet Area	Exclusive Common- Area- Allottee	Common- Area- Alloted To- Association	Undivided Share	No-of parking lots	North Schedule	Schedule	Schedule	Schedule
1	1	UB01	2- BHK	61.95	17.55	33.46	28.58	1	UB02			
2	1	UB02	2- BHK	60.48	6.88	31.1	26.55	1	UB01			

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FOR PLOTS:

S l N o .	Pl o t N o. .	Plot Type	Plot Size	Plot Area	Phase	Stage	North h Dimension	South h Dimension	East Dimension	West Dimension	North h Schedule	South h Schedule	East Schedule	West Schedule
1	1	RESIDENTIAL	REGULAR	03183	011	0	17.5430	15.3440	20.740	18.5310	PLOTTING	9M	9M	SY
2	2	RESIDENTIAL	REGULAR	021958	110	00	018.829	017.543	012	012.069	NAPLOT	NAPLOT	NAPLOT	NAPLOT

SCHEDULE 'B' -- FLOOR PLAN OF THE APARTMENT PLOT DRAWING

(DATA SHOWN BELOW IS ONLY ILLUSTRATIVE)

UPLOAD THE FLOOR PLOT PLAN DRAWING IN .pdf FORMAT

SCHEDULE ‘C’ - PAYMENT PLAN BY THE ALLOTTEE

A.	BOOKING ADVANCE	≤ 5%(equal or less than FIVE PERCENT)
B.	ON AGREEMENT OF SALE	Not more than 10% unless Agreement is registered
C*.	ON COMPLETION OF FOUNDATION	These payments shall be linked to the milestones to reflect the progress of the project.
	PROGRESS OF THE PROJECT IN SLABS	
	ON COMPLETION OF SUPER STRUCTURE	
	ON COMPLETION OF FLOORING & PAINTING	
	ON COMPLETION OF ELECTRICAL & PLUMBING	
	ON COMPLETION OF ALL AMENITIES	
	AT THE TIME OF EXECUTION OF SALE DEED	

* Note:

- A. Promoter shall not collect more than 5% of sale consideration as the booking amount.
- B. Promoter shall not collect more than 10% of sale consideration without the registration of Agreement for Sale.
- C. May be suitably modified as per the requirements of the project progress linked milestones.

SCHEDULE ‘D’ - SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT/PLOT)

(DATA SHOWN BELOW IS ONLY ILLUSTRATIVE)

Structure

- Seismic II zone/ IS-1893 compliant RCC structure, walls with Mivan / similar Technology."
- 2 Carparks in Stilt and Guest parking in open surface."

Painting

- Interior Walls, Ceiling - Emulsion Paint."
- Enamel Painting for MS works."
- External Walls - Combination of Textured Finish" & External Grade Paint as per Architect's Scheme.
- Paints from Jotun/ Asian/ Berger or Equivalent"

Flooring

- Double Charged Vitrified Tiles in the Living, Kitchen, Dining" & Bedrooms.
- Anti-skid ceramic tiles in Toilets" & Internal Steps.
- Vitrified/ Ceramic tiles from Simpolo/Qutone/ Kazaria/ Restiles/Ultra or equivalent make"

Doors

- Main Door – Timber/ Engineered Door Frames with teak veneered flush

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doors with Polish."

- All Other Doors - Timber/ Engineered WPC Door Frames with flush/ WPC door with" enamel paint.
- Stainless Steel Hardware for all Doors."

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Windows

- Aluminum Window frame with sliding shutters fitted with clear glass and mosquito mesh."
- Aluminum Ventilators (with exhaust fan provision) with Translucent Glass."
- MS Security grill(s) with enamel paint (where ever applicable)."

Toilets

- Wall dado tiles: Glazed ceramic tiles up to 7ft height." 18
- Fittings and Accessories: Pastel color wall hung EWC commode with concealed cistern.
- Wall hung /Over counter pastel color washbasins (where ever applicable)." Chrome plated hot" & cold wall mixer with OH shower, pillar cock, health faucet, etc.. Dual plumbed: one for fresh water and one for recycled water.
- Concealed Master Control Cock in all Bathrooms.
- Provision for Solar water heating system for showers and in utility.
- Sanitary ware" & CP Fittings from Grohe/ Kohler/ Vitra/ Jaguar or Equivalent make.
- Plumbing material from Astral/ Supreme/ Ashirvad/ Prince or Equivalent make.

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Kitchen

- Granite platform counter fixed with iron brackets.
- Glazed ceramic tile dado for 2 feet over a granite counter.
- Stainless steel double bowl sink with table/wall mount tap in utility area.

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- Provision for water purifier point.
- Provision for washing machine, dishwasher and gas cylinders in the utility area.
- — Stainless steel sink of make Carysil, Frankie, Nirali or Equivalent make

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Electrical & Communication

- Power supply of 7KVA for Villa."
- Concealed conduits with good quality fire-resistant copper wires."
- Good Quality modular electrical switches" & sockets.
- ELCB, ACCL and individual three-phase meter for each Villa."
- One MCB for each room provided at the main distribution box."
- Geyser points in toilets;"
- Washing machine, dishwasher, refrigerator, aqua, hob and microwave points in kitchen" & utility.
- TV points in living and all bedrooms except in guest room."
- Telephone point in Living."
- Split AC provision in all bedrooms."
- Sufficient light, fan and power outlets points will be provided."
- Exhaust fan provision in all Bathrooms."
- Data Point in all Bedroom, Living and Office Room."
- Fiber To The Home (FTTH)."
- Provision for electric car charging in carpark."
- Wire – LAPP/ Finolex or Equivalent make;"
- Cable - RR cabel/Polycab/KEI or Equivalent make"
- — Modular switches" & sockets - Schneider/ Legrand/ Crabtree or Equivalent make

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SCHEDULE 'E' - SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)

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Safety & Security

- Compound wall around the housing complex."
- 24/7/365 Manned Security at entry/ exit" & other vantage points
- —CCTV Camera at entry/ exit, children play area" & other vantage points.

Power Backup

- 100% stand-by generator for lights in common areas, STP and the water pumps.
- —1000W (all lights, fans" & Living TV point) power back-up, with fully automatic change-over switch and ACCL switch.

Water Metering

- —The use of meter to track the use of domestic water per Villa to enhance the water" performance of residential dwelling.

Amenities

- Sewage Treatment Plant / Water treatment plant / Rainwater Harvesting Pits." Commercial Block Owned by Promoter: Convenience Centre (For day to day necessities like" Grocery store, Vegetable shop, Laundry, Saloon/SPA, ATM, Day care, etc..)
- Club House
- Multi-purpose Party Hall

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- 3 Nos of Indoor Badminton Courts
- Squash Court
- Indoor Gymnasium
- Indoor Games – TT table, Pool Table, Carroms
- Multi-purpose rooms
- Outdoor Swimming pools – Adults" & Kids
- Outdoor Games: Foot Ball (Futsal size), Valley Ball, Basket Ball courts, Tennis," Cricket Practice Net,
- Parks,"
- Children's Play Areas

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SCHEDULE 'F' - DESCRIPTION OF THE ENTIRE PROPERTY COVERED AS PER SANCTIONED PLAN, WITH DETAILS OF BOUNDARIES. ~~(EAST, WEST, NORTH AND SOUTH)~~ THE AREA SHALL BE MENTIONED IN SQUARE METERS. IF THE SITAL AREA IS IN IRREGULAR SHAPE TOTAL AREA SHALL BE CALCULATED AS PER THE TOTAL STATION SKETCH AND ENGINEERING AREA CALCULATION.

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PROJECT SCHEDULE:

All that piece and parcel of the undeveloped residentially converted land bearing Survey No. 76/2, measuring 08.75 guntas out of 04 acres 38 guntas excluding 01 acre 02 guntas kharab land. Survey No. 79, measuring 32 guntas out of 07 acres 25 guntas excluding 18 guntas of kharab land and Survey No. 80, measuring 01 acre 3.50 guntas out of the land measuring 24 acres 23 guntas, measuring in total 02 acres 4.25 guntas, all situated at Soladevanahalli Village, Hesaraghatta Hobli, Bangalore North Taluk, Bangalore, and are bounded on the:-

East by : Road and SBM layout park and site No. 121,

West by : Road,

North by : Road, and Site No. 120 in SBM Layout and

South by : Road.

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PLOT SCHEDULE ;(DATA SHOWN BELOW IS ONLY ILLUSTRATIVE)

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All that Residential Villa Plot No. _____ in `MSPPL- PHASE II` Residential Layout developed on the Schedule 'A' Property and measuring on the Eastern Side: _____ Mtrs., on the Western Side: _____ Mtrs., on the Northern Side: _____ Mtrs., and on the Southern Side: _____ Mtrs., in all measuring _____ Sq. Mtrs., or _____ Sq. Ft., and bounded as under :

On the East by _____ :

On the West by _____ :

On the North by _____ :

On the South by _____ :

The location of aforesaid Villa Plot is shown Red Colour in the layout plan specified hereto and the dimension are shown in plan at **Schedule 'B'**.

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~~The Vendor is the absolute owner and in peaceful possession and enjoyment of the converted Land bearing Sy.No: _____ measuring _____ Acre/s _____ Guntas situated at ADDRESS. Whereas, the said property is acquired by the Vendor herein through the Registered Sale Deed date:dd-mm-yyyy, bearing Doc.No:RRN _____, stored in C.D.No: RRN _____, registered in the office of the Sub Registrar Office Address and the same got converted from Agricultural to Non agricultural Residential Purpose on date: dd-mm-yyyy vide No:ALN _____, and bounded on the:~~

East by _____ :

West by _____ :

North by _____ :

South by _____ :

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SCHEDULE 'G'- DETAILS OF THE COMMON AREA.

(DATA SHOWN BELOW IS ONLY ILLUSTRATIVE)

Specify the details of the Common Area under the following:

IN WITNESS WHEREOF , the parties to this deed have set their hands to this AGREEMENT OF SALE on the DAY, MONTH AND YEAR as first mentioned above.

WITNESS: -:

1. Signature:

Name:

Address:

OWNER

Reptd. By its GPA Holder,

(N.APPAJI GOWDA)

PROMOTER/ S

2. Signature:

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Name: _____

Address: _____

S **PROMOTER/-**

F
ALLOTTEE/ S

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3. Signature:

Name: _____

Address: _____

ALLOTTEE/-S