

AGREEMENT FOR SALE

THIS SALE AGREEMENT IS MADE AND EXECUTED ON THIS _____ DAY OF _____, TWO THOUSAND TWENTY-TWO (____/____/2023) AT BANGALORE:

1. **SMT. RAHEEMA BEGUM**, Wife of M. Ismail Khan, Aged about 58 years,
2. **SRI. M. ISMAIL KHAN**, Son of Abdul Khan, Aged about 65 years,
3. **SMT. HAJEERA BANU**, Daughter of M. Ismail Khan, wife of Mohammed Adil, Aged about 39 years,
4. **SMT. SAHEERA BANU**, Daughter of M. Ismail Khan, wife of Mohammed Rehaan 37 years,
5. **KUMARI. SAMARA AYESHA**, Daughter of Saheera Banu, being minor represented by natural guardian mother Saheera Banu,
6. **SMT. NASEERA BANU**, Daughter of M. Ismail Khan, wife of Afsar Basha, Aged about 33 years,
7. **KUMARI. SANIYA KAUSER**, Daughter of Naseera Banu, Aged about 13 years,
8. **MASTER. MOHAMMED SUHAIL**, Son of Naseera Banu, Aged about 11 years, Sl. No. 7 & 8 being minors represented by their guardian mother Naseera Banu.
9. **SRI. FIROZE KHAN**, Son of M. Ismail Khan, Aged about 31 years,
10. **SMT. KOWSAR KHAN**, Wife of Firoze Khan, Aged about 26 Years,
11. **MASTER MOHAMMED SHAYAN KHAN**, Son of Firoze Khan, Aged about 6 years, being minor represented by natural guardian father Firoze Khan,

All are residing at Nimbekaipura Village, Bidrahalli Hobli, Hoskote Taluk, Bangalore Rural District.

All are represented by their GPA Holder **M/s. BRICK CULTURE HOUSING LLP.**, a registered LL Partnership Firm, Having its Office at No. 230, Ground Floor, 13th Cros, Indiranagar 2nd Stage, Bangalore-560038, Represented by its Partners **SRI. K. VINOD REDDY and SRI. V. PRATHYUSH REDDY.**

Hereinafter referred to as **FIRST PARTY/VENDORS** (Which expression shall wherever the context so requires or admits shall mean and include their legal heirs, executors, successors and assigns etc.,) of the **First Part.**

AND

M/s. BRICK CULTURE HOUSING LLP., a registered LL Partnership Firm, Having its Office at No. 230, Ground Floor, 13th Cros, Indiranagar 2nd Stage, Bangalore-560038, Represented by its Partners **SRI. K. VINOD REDDY and SRI. V. PRATHYUSH REDDY.**

Hereinafter referred to as **CONFIRMIGN PARTY No. 1 /DEVELOPER** (Which expression shall wherever the context so requires or admits shall mean and include its liquidators, executors, administrators and assigns etc.,) of the Second Part.

IN FAVOUR OF

_____.

Hereinafter referred as **SECOND PARTY/PURCHASER** (Which expression shall unless inconsistent with or repugnant to the subject or context, shall mean and include their respective heirs, successors, legal representatives, administrators, executors, assigns, successors-in-interest, or anyone claiming through or under them).

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 and their respective heirs, executors, administrators and permitted assigns) **OF THE OTHER PART** DEFINITIONS:

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

- a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- b) "Appropriate Government" means the State Government of Karnataka;
- c) "Rules" means the Karnataka Real Estate (Regulation and Development) Rules, 2017
- d) "Regulations" means the Regulations made under the Real Estate (Regulation and Development) Act, 2016;
- e) "Section" means a section of the Act.

WITNESSETH AS FOLLOWS:

WHEREAS, the Owners and the Developer herein represents that, they have decided to develop the residential layout known as "MELROSE" in the residentially converted lands in bearing SY. No.52/1, 53/2, 54/5 and 54/6, totally measuring 8 Acres 04 Guntas and 02 Guntas kharab, all are situated at Nimbekaipura Village, Bidarahalli Hobli, Bangalore East Taluk, which are more fully described in the Schedule A hereunder and hereinafter referred to as **SCHEDULE A PROPERTY.**

WHEREAS, the First Party at Sl.No.1 to 11 herein have executed Registered Joint Development Agreement on 11.03.2016, vide Document No.5316/2016-16 and also executed Registered General Power of Attorney on 11.03.2016, vide Document No.229/2015-16, both are stored in CD. No. VRTD312, registered in the office of the Sub-Register, Varthur in favour of the Developer/Confirming Party No. 1 herein for the development of the residentially converted land in SY. No.52/1, 53/2, 54/5 and 54/6, totally measuring 8 Acres 04 Guntas and 02 Guntas kharab, all are situated at Nimbekaipura Village, Bidarahalli Hobli, Bangalore East Taluk, into a residential layout.

WHEREAS, the Developer/ Confirming Party No. 1 has obtained the provisional layout plan on 25.01.2023, vide No.BDA/TPM/PRL-09/2021-22/2907/2022-23, issued by the Bangalore Development Authority.

WHEREAS, the Developer/ Confirming Party No. 1 and land Owners Sl. No. to 11 have entered into a Sharing Agreement on 01.09.2022.

WHEREAS, the Developer / Confirming Party No.1 had executed the Assignment Agreement on 21.02.2023, in favour of the M/s ARK Global Estates i.e., Cofirming Party No. 2 herein, for the Development of the layout and market the sites of its share as per the sharing Agreement.

WHEREAS, the Developer/Confirming Party No. 1 and Confirming Party No. 2 herein is forming and developing residential layout known as “**MELROSE**” comprising of 122 sites of various dimensions in the Schedule A Property. The Developer agrees and undertakes that it will not make any changes to layout plan

except in strict compliance with section 14 of the Real Estate (Regulation and Development) Act, 2016.

WHEREAS, the Purchaser/s is interested to purchase a Plot in the Schedule A Property (after being satisfied with the Vendors title to Schedule A Property and with the scheme of Development) bearing No. _____, measuring East to West _____ Meters and North to South _____ Meters, totally measuring _____ Sq Meters.

AND WHEREAS, the offer made by the Purchaser/s for purchase of Schedule B Property is accepted by the First Party and Confirming Parties with subject to terms and conditions herein contained.

WHEREAS, the Allottee/ Purchaser had applied for a Site/ Plot in the Project vide application dated for allotment of the Site / Plot bearing No..... in the project known as '_____', measuring East to West _____ Meters and North to South _____ Meters, totally measuring _____ Sq Meters, which is more-fully described in the Schedule B hereunder and hereinafter referred to as **SCHEDULE B PROPERTY**. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

WHEREAS 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;

WHEREAS, 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 now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

WHEREAS, in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Allottee/Purchaser hereby agrees to purchase the Plot/Site and the allotted covered car parking space more-fully described hereinabove

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

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Plot.
- 1.2 The Total Price for the Plot is Rs. _____ (Rupees _____ only ("Total Price")) (Give break up and description):

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Plot;
 - (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, and the same shall be payable by the Allottee on or before handing over the possession of the 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; 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;
 - (iii) 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;
 - (iv) The Total Price of Plot includes recovery of price of land, the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the plot and includes cost for providing all other facilities, amenities and specifications to be provided within the Project.
- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be

levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for 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.

- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ _____% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the plot 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.

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

- (i) The Allottee shall have exclusive ownership of the Plot;
- (ii) That the computation of the price of the Plot includes recovery of price of land, the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the plot and includes cost for providing all other facilities, amenities and specifications to be provided within the Plot and the Project;
- (iii) The Allottee has the right to visit the project site to assess the extent of

development of the project and his plot.

- 1.7 It is made clear by the Promoter and the Allottee agrees that the Plot 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.
- 1.8 The Promoter agrees to pay all outgoings before transferring the physical possession of the Plots to the Allottees, which it has collected from the Allottees, 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 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 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.
- 1.9 The Allottee has paid a sum of Rs. _____ (Rupees _____ only) as booking amount being part payment towards the Total Price of the 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 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

2. MODE OF PAYMENT:

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 **'BRICK CULTURE HOUSING LLP - RERA Designated Account for MELROSE'** payable at **Bangalore, having Account No. 546201010050876.**

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 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 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 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 Plot applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the allottee against the 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.

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Plot to the Allottee and the common areas to the association of the allottees or the competent authority, as the case may be.

6. DEVELOPMENT OF THE PROJECT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of Plot and accepted the 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 STTR Planning Authority 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.

7. POSSESSION OF THE PLOT:

- 7.1 The Promoter agrees and understands that timely delivery of possession of the Plot to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Plot along with ready and complete common areas with all specifications, amenities and facilities of the project in place on **24.07.2025**, 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 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.

- 7.2 The Promoter, upon obtaining the final release order from the competent authority shall offer in writing the possession of the Plot, to the Allottee in terms of this Agreement to be taken within one months from the date of issue of final release order. [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 Release order]. The Promoter agrees and undertakes to indemnify the allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the promoter. The Allottee, after taking the possession, 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.
- 7.3 Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Plot from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the 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.
- 7.4 After obtaining the final release order and handing over physical possession of the Plot to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be, as per the local laws. [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].
- 7.5 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 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 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 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 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;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- iii. There are no encumbrances upon the 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]
- iv. There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Plot;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and 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 Plot and common areas;

- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Plot which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Plot to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Plot to the Allottee and the common areas to the Association of the allottees or the competent authority, as the case may be;
- x. The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- xi. The Promoter 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 plot, 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;
- 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.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) Promoter fails to provide ready to move in possession of the Plot to the Allottee within the time period specified 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.
- (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.

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
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Plot, along with interest at the rate 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 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 3 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;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 3 consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the 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.

10. CONVEYANCE OF THE SAID PLOT:

The Promoter, on receipt of Total Price of the Plot as per 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Plot together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the final release order 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.

11. MAINTENANCE OF THE LAYOUT 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 cost of such maintenance has been included in the Total Price of the Plot.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (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.

13. USAGE:

The plot shall be utilized only for the purpose of construction of individual single kitchen residential house. The allottee shall not use common area and open spaces and the same shall be reserved for use by the association of Allottees formed by

the Allottees for rendering maintenance services.

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

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

15. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the plot 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 Plot.

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 and secondly, appears for registration of the same before the concerned Sub-Registrar, Shivajinagar (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.

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 plot, as the case may be.

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 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 Plot and the project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Plot, in case of a transfer, as the said obligations go along with the Plot for all intents and purposes.

20. WAIVER NOT A LIMITATION TO ENFORCE:

21.1 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.

21.2 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.

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. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

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

23. 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.

24. 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 Devanahalli (specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at Bangalore.

25. 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)

M/s 'BRICK CULTURE HOUSING LLP (Promoter name)

Office Address No. 3, Second Floor, 17th Cros, 7th Sector, HSR Layout, Bangalore-560103 (Promoter Address)

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.

26. 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.

27. SAVINGS:

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

28. 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.

29. 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 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.

SCHEDULE A PROEPRTY

Residentially converted lands in bearing SY. No.52/1, 53/2, 54/5 and 54/6, totally measuring 8 Acres 04 Guntas and 02 Guntas kharab, all are situated at Nimbekaipura Village, Bidarahalli Hobli, Bangalore East Taluk

SCHEDULE B PROPERTY

Plot No.	Plot Type	Plot Size	Plot Area	Phase	Stage	North Dimension
--	Residential	Regular	—	0	0	—

South Dimension	East Dimension	West Dimension	North	South	East	West
—	—	—	Plot	Plot	Plot	Plot

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:	
	ON COMPLETION OF —	
	ON COMPLETION OF —	
	ON COMPLETION OF —	
	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 - SPECIFICATIONS, AMENITIES, FACILITIES
(WHICH ARE PART OF THE PROJECT)**

(DATA SHOWN BELOW IS ONLY ILLUSTRATIVE)

ANNEXURE- I

PROJECT SPECIFICATIONS

SPECIFICATIONS FOR RESIDENTIAL PLOT / SITE

- 1. Tarred Road with Three lined Avenues.**
- 2. Street lights.**
- 3. Rain Water Harvesting.**
- 4. Underground Electrification.**
- 5. Optical internet cabling.**
- 6. Underground Sanitary and plumbing.**
- 7. Overhead Tank and Sump tank.**
- 8. Jogging track.**

Extensive landscaping in all
open spaces.

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.

VENDORS

WITNESSES:

1.

**Confirming
Party No.1 /
Developer**

Promoter

2.

ALLOTTEE/ S

