

## **AGREEMENT FOR SALE**

THIS AGREEMENT FOR SALE ("AGREEMENT") EXECUTED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, YEAR TWO THOUSAND TWENTY-TWO, (\_\_\_\_\_/\_\_\_\_\_/2022), AT BANGALORE

**:BY:**

**M/S. BRICKS & MILESTONES PROJECTS LLP**, a Limited Liability Partnership Firm, having its registered Office at No. 1140, 17<sup>th</sup> Cross, 5<sup>th</sup> Main, HSR Layout, Sector – 7, Bengaluru – 560 102 represented by its designated Partner Mr. V. Kiran. S/o. Sri. R. Venugopal Reddy. **PAN: AASFB2952L** hereinafter referred to as the **"SELLER/PROMOTER"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assignees) **OF THE ONE PART;**

**:IN FAVOUR OF:**

**THE PERSON/S NAMED IN ANNEXURE-1 HERETO**, hereinafter referred to as the **'ALLOTTEE/S'**, (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest and permitted assigns) **OF THE OTHER PART.**

The PROMOTER and ALLOTTEE/S shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

**WITNESSETH AS FOLLOWS:**

### **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.
- (f) **"Booking Amount"** shall mean 9.9% of the total consideration payable towards the purchase of the Schedule 'B' Property, notwithstanding any initial/actual amount paid by the ALLOTTEE/S towards the consideration;

(g) **"Interest"** means the rate of interest payable by the PROMOTER and Builder or the ALLOTTEE/S, as the case may be in terms of this Agreement which is to be calculated at prevailing interest rate of State Bank of India highest Marginal Cost of Lending Rate (MCLR) plus 2% or such other rate of interest as specified by the State Government from time to time.

(h) **"Force Majeure"** shall mean the occurrence of one or more of the following events that in any manner impedes, hinders, obstructs and/or prevents completion of the Project:

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- i) war,
  - ii) flood,
  - iii) drought,
  - iv) fire,
  - v) cyclone
  - vi) earthquake or
  - vii) any other calamity caused by nature including those detailed in the clause relating to events of Force Majeure.

1. **WHEREAS**, the Seller herein is the sole & absolute owner of 1). Residentially converted land admeasuring 3 Acres 16 guntas & 14 Guntas regularized A Kharab, totally 3 Acre 30 Guntas comprised in Survey No.25/1, & 2). Residentially converted land admeasuring 3 Acres 2.08 guntas, comprised in Survey No.26/1, 3). Residentially converted land admeasuring 1 Acre 3.08 guntas, comprised in Survey No.26/2. 4). Residentially converted land admeasuring 12 guntas, comprised in Survey No.27/4. 5). Residentially converted land admeasuring 12 Guntas, comprised in Survey No.27/6. 6). Residentially converted land admeasuring 0-33 Guntas & 4 Guntas regularized A Kharab totally 0-37 Guntas, comprised in Survey No.31/1, 7). Residentially converted land admeasuring 0-33 Guntas & 4 Guntas regularized A Kharab totally 0-37 Guntas comprised in Survey No.31/2, 8). Residentially converted land admeasuring 0-6.08 Guntas & 0-0.04 Guntas regularized A Kharab totally 0-6.12 Guntas, comprised in Survey No.31/4. 9). Residentially converted land admeasuring 2 Acre 04 Guntas & 0-11.12 Guntas regularized A Kharab totally 2-15.12 Guntas comprised in Survey No.31/5. 10). Residentially converted land admeasuring 1 Acre 25 Guntas & 0-10 Guntas regularized A Kharab totally 1-35 Guntas comprised in Survey No.31/6. 11). Residentially converted land admeasuring 0-6.08 Guntas, comprised in Survey No.31/7, 12). Residentially converted land admeasuring 1-29.08 Guntas comprised in Survey No.63. 13). Residentially converted land admeasuring 3 Acres, comprised in Survey No.64, all together measuring about 19 Acres 27.08 Guntas situated at Kadaagrahara Village, Sarjapura Hobli, Anekal Taluk, Bengaluru Urban District morefully described in Item No.1 to Item No. 13 of the Schedule hereunder (Hereinafter referred to as **"Schedule A Property"**) by virtue of the following Sale Deeds.

SL No:	Executant/s	Description of Sale Deed	Survey	Extent
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			<b>No.</b>	<b>Acre</b>	<b>Guntas</b>
1	B.S.Paramesh, & Varin Infra Private Ltd.	Sale Deed Doc No:8616/2020-21.	25/1	3	30
2	B.S.Paramesh, & Varin Infra Private Ltd.	Sale Deed Doc No:8590/2020-21.	26/1	3	2.08
3	Modern Spaaces Ventures.	Deed of Exchange Doc No: 12928/2021-22.	26/2	01	3.08
4	Modern Spaaces Ventures.	Deed of Exchange Doc No: 12928/2021-22.	27/4	0	12
5	Modern Spaaces Ventures.	Deed of Exchange Doc No: 12928/2021-22.	27/6	0	12
6	B.S.Paramesh, & Varin Infra Private Ltd.	Sale Deed Doc No:11897/2020-21.	31/1	0	37
7	B.S.Paramesh, & Vismaya Builders and Developers Private Ltd.	Sale Deed Doc No:- 11896/2020-21,	31/2	0	37
8	B.S.Paramesh, & Varin Infra Private Ltd.	Sale Deed Doc No: 697/2021-22.	31/4	0	6.12
9	B.S.Paramesh,	Sale Deed Doc No: 700/2021-22,.	31/5	2	15.12
10	B.S.Paramesh, & Vismaya Builders and Developers Private Ltd.	Sale Deed Doc No:- 11896/2020-21,	31/6	1	35
11	Thimmaiah and Others Represented By GPA holder M/s.Bricks and Milestones Project LLP.	Sale deed doc No: 7738/2021-22	31/7	0	6.08
12	B.S.Paramesh, & Varin Infra Private Ltd.	Sale Deed Doc No:- 1037/2021-22.	63	1	29.08
13	B.S.Paramesh, & Varin Infra Private Ltd.	Sale Deed Doc No:- 1039/2021-22,.	64	3	0

The above sale deeds referred in Sl.No.1 to 10 & 12 to 13 have been registered at the office of sub-registrar, Basavanagudi (Banashankari), and Sl.No.11 has been registered before the office of the sub- Registrar, Bsavanagudi (Athibele).

2. The above properties are converted for non-agricultural residential purposes by order of the Deputy Commissioner, Bengaluru, under the provisions of the applicable law and the details of the conversion orders are provided below:

Sl.No	Survey No.	Extent		Conversion Order bearing No.
		Acre	Gunta	
1	25/1	03	30	A.L.N (A.S)SR.290/2007-08 and ALN (A)(S)SR.49/2010-11.
2	26/1	03	2.08	A.L.N (A.S)SR.289/2007-08.
3	26/2	01	3.08	ALN (A.S.H) SR.197/2021-22
4	27/4	0	12	ALN (A.S.H) SR.199/2021-22
5	27/6	0	12	ALN (A.S.H) SR.200/2021-22
6	31/1	0	37	A.L.N(A.S.H) CR.01/2021-22
7	31/2	0	37	ALN (ASH)SR.32/2016-17 A.L.N(A.S.H) CR.03/2021-22
8	31/4	0	6.12	A.L.N (A.S) SR.291/2007-08 A.L.N(A.S.H) CR.06/2021-22
9	31/5	2	15.12	ALN (ASH)SR.147/2020-21 A.L.N(A.S.H) CR.02/2021-22
10	31/6	1	35	ALN (ASH)SR.29/2016-17 A.L.N(A.S.H) CR.04/2021-22
11	31/7	0	6.08	ALN (ASH)SR.81/2021-22
12	63	1	29.08	ALN (A)(S)SR.49/2010-11
13	64	3	0	ALN (A)(S)SR.49/2010-11

3. The PROMOTER has obtained Provisional Layout Sanction Plan from the Anekal Planning Authority with 284 Plots in terms of Provisional Plan Sanction dated ..... bearing No. APA/..... The PROMOTER intends to undertake development of a residential plotted project ("**Project**").

4. The PROMOTER has decided to develop a Residential Layout consisting of Residential Plots called as "**FELICITY**" by M/s. Bricks and Milestones Projects LLP ("**Project**").

5. The Real Estate Regulatory Authority has registered the Project vide Registration No. .... dated ..... in accordance with the provision of section 5 of the Real

Estate (Regulation and Development) Act, 2016 hereinafter referred to as '**the Act**'.

6. The ALLOTTEE/S herein after due verification and scrutiny, being satisfied with the title of the PROMOTER to Schedule 'A' Property and with the scheme propounded by the PROMOTER and sanctions obtained by it is/are interested in owning a Residential Plot, which is morefully described in **Schedule 'B' Property** hereunder and hereinafter referred to as "**Plot**" in the Project and Layout Plan of the Plot is annexed hereto and marked as **ANNEXURE-3** to this Agreement.

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

8. 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;

9. 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;

10. 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/S hereby agrees to purchase the Plot as specified in para 8;

**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/S and the ALLOTTEE/S hereby agrees to purchase the Plot as specified in Para 8.

1.2 The Total Consideration (Total Price) payable under this Agreement is the aggregate of monies payable under **ANNEXURE-2** (except stamp duty and registration fees, GST if any).

1.3 The Total Price is escalation-free, save and except increases which the ALLOTTEE/S

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/S 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/S, 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/S.

1.4 The ALLOTTEE/S shall make the payment as per the payment plan set out in **ANNEXURE-2A** ("Payment Plan").

1.5 The PROMOTER may allow, in its sole discretion, a rebate for early payments of instalments payable by the ALLOTTEE/S, by discounting such early payments at the rates as shall be decided by the PROMOTER from time to time for the period by which the respective instalment is advanced. The provision for allowing the rebate and such rate of rebate shall be subject to revision/withdrawal, without giving any notice, at the sole discretion of the PROMOTER. Provided, however, where the provision of rebate has been allowed and monies have been paid by the ALLOTTEE/S to the PROMOTER, such rebate shall not be subject to any revision/withdrawal.

1.6 It is agreed that the PROMOTER shall not make any additions and alterations in the sanctioned plans, layout plans (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Plot, as the case may be, without the previous written consent of the ALLOTTEE/S as per the provisions of the Act. However, if any additions or alterations are required to be made by the Sanctioning Authority or any other appropriate Statutory Authority, the same will be made without any previous consent of the ALLOTTEE/S as mentioned above. Provided that the PROMOTER may make such minor additions or alterations as may be required by the ALLOTTEE/S, or such minor changes or alterations as per the provisions of the Act.

1.7 Subject to Para 9.3 the PROMOTER agrees and acknowledges, the ALLOTTEE/S shall have the right to the Plot as mentioned below:

- (i) The ALLOTTEE/S shall have exclusive ownership of the Plot;
- (ii) That the computation of the price of the Plot includes recovery of price of land,

infrastructure charges and cost for providing all other specifications, amenities and facilities as per Plan Sanction of the Project;

(iii) The ALLOTTEE/S has the right to visit the project site to assess the extent of development of the project and his/her/their plot, as the case may be.

**1.8** 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/S. It is clarified that Project's specifications, amenities and facilities (which is annexed hereto and marked as **ANNEXURE-4** to this Agreement).

**1.9** The PROMOTER agrees to pay all outgoings before transferring the physical possession of the Plot to the ALLOTTEE/S, which it has collected from the ALLOTTEE/S, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, 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 ALLOTTEE/S or any liability, mortgage loan and interest thereon before transferring the Plot to the ALLOTTEE/S, 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.

**1.10** The ALLOTTEE/S has/have paid the booking amount as part payment towards the Total Price of the Plot (as detailed in ANNEXURE-2) at the time of application the receipt of which the PROMOTER hereby acknowledges and the ALLOTTEE/S hereby agrees to pay the remaining price of the Plot as prescribed in the Payment Plan [ANNEXURE -2A] as may be demanded by the PROMOTER within the time and in the manner specified therein: Provided that if the ALLOTTEE/S delays in making payment towards any amount which is payable; he shall be liable to pay interest at the rate specified in the Rules.

**1.11 PAYMENT OF APPLICABLE TAXES AND OTHER CHARGES:**

That in addition to payments stipulated in ANNEXURE-2A of referred to above, the ALLOTTEE/S shall pay all the applicable taxes, cess, levies, GST and charges, whether direct or indirect, and other charges detailed in **ANNEXURE-2B** attached hereto which shall be paid as and when demanded by the PROMOTER in terms stated therein.

2. **MODE OF PAYMENT:**

Subject to the terms of the Agreement and the PROMOTER abiding by the payment plan, the ALLOTTEE/S shall make all payments, on written demand by the PROMOTER, within the stipulated time as mentioned in the Payment Plan [ANNEXURE-2A & ANNEXURE-2B] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of **Bricks & Milestones Projects LLP Felicity RERA A/C.**

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

3.1 The ALLOTTEE/S, 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/S understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The PROMOTER accepts no responsibility in regard to matters specified in Para 3.1 above. The ALLOTTEE/S shall keep the PROMOTER fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the ALLOTTEE/S subsequent to the signing of this Agreement, it shall be the sole responsibility of the ALLOTTEE/S 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/S 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/S only.

4. **ADJUSTMENT/APPROPRIATION OF PAYMENTS:**

The ALLOTTEE/S authorizes the PROMOTER to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the ALLOTTEE/S against the Plot, if any, in his/her/their name/s and the ALLOTTEE/S 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/S.

6. **DEVELOPMENT OF THE PROJECT/ PLOT:**

The ALLOTTEE/S has seen the proposed layout plan, specifications, amenities and facilities of Plot and accepted the proposed layout plan, payment plan and the specifications, amenities and facilities which has been approved by the competent authority, as represented by the PROMOTER. The PROMOTER shall develop the Project in accordance with the said proposed layout 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 and provisions prescribed by the 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. However, if any additions or alterations are required to be made by the Sanctioning Authority or any other appropriate Statutory Authority, the same will be made and shall not constitute material breach of the agreement.

7. **POSSESSION OF THE PLOT:**

7.1 **SCHEDULE FOR POSSESSION OF THE SAID PLOT** - The PROMOTER agrees and understands that timely delivery of possession of the Plot to the ALLOTTEE/S, is the essence of the Agreement. As per RERA Registration No..... dated ..... the Project will be completed on or before **20-05-2025 ("RERA Completion Date")**. The PROMOTER hereby assures to hand over possession of the Plot along with all specifications, amenities and facilities of the project in place on or before **20-05-2025 (Completion Date)**, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the ALLOTTEE/S 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/S 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/S the entire amount received by the PROMOTER from the allotment within 45 days from that date. The PROMOTER shall intimate the ALLOTTEE/S about such termination at least thirty days prior to such

termination. After refund of the money paid by the ALLOTTEE/S, the ALLOTTEE/S 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 PROCEDURE FOR TAKING POSSESSION** - The PROMOTER, upon obtaining the Release Order from the competent authority shall offer in writing the possession of the Plot, to the ALLOTTEE/S in terms of this Agreement to be taken within one months from the date of issue of Release Order. The PROMOTER agrees and undertakes to indemnify the ALLOTTEE/S in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the PROMOTER. The ALLOTTEE/S, along with taking the possession, agree(s) to pay the maintenance charges as determined by the PROMOTER as the case may be after obtaining the Release Letter for the project. The PROMOTER shall hand over the copy of Release Order of the plot to the ALLOTTEE/S at the time of conveyance of the same.

**7.3 FAILURE OF ALLOTTEE/S TO TAKE POSSESSION OF PLOT** - Upon receiving a written intimation from the PROMOTER as per para 7.2, the ALLOTTEE/S 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/S. In case the ALLOTTEE/S fails to take possession within the time provided in Para 7.2, such ALLOTTEE/S shall continue to be liable to pay maintenance charges as specified in Para 7.2.

**7.4 POSSESSION BY THE ALLOTTEE/S** - After obtaining the Release Order and handing over physical possession of the Plot to the ALLOTTEE/S, it shall be the responsibility of the PROMOTER to hand over the necessary documents and plans, as the case may be, as per the local laws. [Provided that, in the absence of any local law, the PROMOTER all handover the necessary documents and plans, as the case may be, within thirty days after obtaining the Release Order and/or completion certificate].

**7.5 CANCELLATION BY ALLOTTEE/S** – The ALLOTTEE/S shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the ALLOTTEE/S 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/S shall be returned by the PROMOTER to the ALLOTTEE/S within 45 days of such cancellation.

**7.6 COMPENSATION** - The PROMOTER shall compensate the ALLOTTEE/S 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. 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 ALLOTTEE/S, in case the ALLOTTEE/S 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 Forty Five days of it becoming due. Provided that where if the ALLOTTEE/S does not intend to withdraw from the Project, the PROMOTER shall pay the ALLOTTEE/S 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/S within Forty-Five (45) days of it becoming due.

**8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

The PROMOTER hereby represents and warrants to the ALLOTTEE/S 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.
- (iv) It shall be the responsibility of the PROMOTER to settle the pending Litigations if any in respect of the Schedule 'A' Property;
- (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 and Plot;
- (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/S 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/S 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/S 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/S;

(x) The Schedule 'A' 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 'A' 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 Release Letter has been issued and possession of plot, as the case may be, has been handed over to the ALLOTTEE/S and the association of ALLOTTEE/S 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:

9.1.1 PROMOTER fails to provide ready to move in possession of the Plot to the ALLOTTEE/S 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 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 Release Order has been issued by the competent authority;

9.1.2 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/S is entitled to the following:

9.2.1 Stop making further payments to PROMOTER as demanded by the PROMOTER. If the ALLOTTEE/S stops making payments, the PROMOTER shall correct the situation by completing the milestones and only thereafter the ALLOTTEE/S be required to make the next payment without any interest; or

9.2.2 The ALLOTTEE/S 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/S under any head whatsoever towards the purchase of the Plot, along with interest at the rate prescribed in the Rules within Forty-Five (45) days of receiving the termination notice:

Provided that where an ALLOTTEE/S 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/S within Forty-Five days of it becoming due.

9.3 The ALLOTTEE/S shall be considered under a condition of Default, on the occurrence of the following events:

9.3.1 In case the ALLOTTEE/S fails to make payments for 2(Two) consecutive months demands made by the PROMOTER as per the Payment Plan annexed hereto, despite having been issued notice in that regard the ALLOTTEE/S shall be liable to pay interest calculated at prevailing interest rate for unpaid amount at the prevailing State Bank of India highest marginal cost of lending rate plus 2 (Two) percent to the PROMOTER on the unpaid amount or such other rate of interest as specified by the State Government from time to time as per RERA at the rate prescribed in the Rules;

9.3.2 In case of Default by ALLOTTEE/S under the condition listed above continues for a period beyond 2 (Two) consecutive months after notice from the PROMOTER in this regard, the PROMOTER may cancel the allotment of the Plot, in favour of the ALLOTTEE/S and refund the money paid to him by the ALLOTTEE/S by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the PROMOTER shall intimate the ALLOTTEE/S 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 Clause 1.2 under the Agreement from the ALLOTTEE/S, shall execute a conveyance deed and convey the title of the Plot within 1 month from the date of issuance of the Release Order and the completion certificate, as the case may be, to the ALLOTTEE/S. [Provided that, in the absence of local law, the conveyance deed in favour of the ALLOTTEE/S shall be carried out by the PROMOTER within 1 month from the date of issue of Release Order]. However, in case the ALLOTTEE/S fails to deposit the stamp duty and / or registration charges within the period mentioned in the notice, the ALLOTTEE/S 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/S.

**11. MAINTENANCE OF THE SAID PLOT/PROJECT:**

The PROMOTER shall be responsible to provide and maintain essential services in the Project 5 Years (60 Months) computed from 15<sup>th</sup> day of letter of intimation of completion of Layout. This is towards Maintenance of Security, and Electricity in common Areas, Water, Running of STP, Over Head Tank. After the expiry of 5 Years (60 Months), maintenance charges will be paid as per the Demand by the PROMOTER or its Agency till the Residential Layout Project is handed over to the duly constituted Layout Owners Association whichever is earlier.

**12. RIGHT TO ENTER THE PLOT FOR REPAIRS/MAINTENANCE:**

The PROMOTER /maintenance agency /association of ALLOTTEE/S shall have rights of unrestricted access to enter into the Plot or any part thereof, for providing necessary maintenance services after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

**13. GENERAL COMPLIANCE WITH RESPECT TO THE PLOT:**

13.1 The ALLOTTEE/S undertakes, assures and guarantees that he/she/they would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the Plot/exterior of the Project/ buildings therein.

13.2 The ALLOTTEE/S shall plan and distribute its electrical load in conformity with the electrical systems installed by the PROMOTER and thereafter the association of ALLOTTEE/S and/or maintenance agency appointed by association of ALLOTTEE/S. The ALLOTTEE/S shall be responsible for any loss or damages arising out of breach of any of

the aforesaid conditions.

**14. ASSIGNMENT:**

14.1 That the ALLOTTEE/S hereby agrees that in the event of the ALLOTTEE/S desiring to assign the rights under this Agreement to any third party, before conclusion of the sale transaction, shall obtain the prior permission of the PROMOTER in writing and the ALLOTTEE/S further agrees to pay a transfer/assignment fee of Rs.100/- per sq. ft., to the PROMOTER on the Plot.

14.2 Provided the ALLOTTEE/S shall not have any due to the PROMOTER as on the day seeking for assignment and if there is any due from the ALLOTTEE/S same shall be cleared before seeking for assignment.

**15. 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.

**16. MORTGAGE OR CREATE A CHARGE:**

The ALLOTTEE/S has/have no objection for the PROMOTER to create charge or mortgage on Schedule 'A' Property for raising funds to commence and complete the development in the Schedule 'A' Property. However, the PROMOTER alone is responsible for discharge of the said charge or mortgage before sale of Schedule 'B' Property is completed. The PROMOTER agrees to secure necessary No Objection Certificates from the lending Bank/Institution and furnish the same to the ALLOTTEE/S at the time of conveyance of Schedule 'B' Property, confirming that Schedule 'B' Property being free from the said charge or mortgage.

**17. 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/S who has taken or agreed to take such Plot.

**18. BINDING EFFECT:**

Forwarding this Agreement to the ALLOTTEE/S by the PROMOTER does not create a binding obligation on the part of the PROMOTER or the ALLOTTEE/S until, firstly, the ALLOTTEE/S signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 15 (fifteen) days from the date of receipt by the ALLOTTEE/S as and when intimated by the PROMOTER. If the ALLOTTEE/S fails to execute

and deliver to the PROMOTER this Agreement within 15 (fifteen) days from the date of its receipt by the ALLOTTEE/S then the PROMOTER shall serve a notice to the ALLOTTEE/S for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the ALLOTTEE/S, application of the ALLOTTEE/S shall be treated as cancelled and all sums deposited by the ALLOTTEE/S in connection therewith including the booking amount shall be returned to the ALLOTTEE/S without any interest or compensation whatsoever.

**19. 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.

**20. RIGHT TO AMEND:**

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

**21. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/S OR SUBSEQUENT ALLOTTEE/S:**

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

**21. 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/S in not making payments as per the Payment Plan [ANNEXURE-2A] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the ALLOTTEE/S that exercise of discretion by the PROMOTER in the case of one ALLOTTEE/S shall not be construed to be a precedent and /or binding on the PROMOTER to exercise such discretion in the case of other ALLOTTEE/S.

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.



22. **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.

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

Wherever in this Agreement it is stipulated that the ALLOTTEE/S has to make any payment, in common with other ALLOTTEE/S in Project, the same shall be the proportion to which the Plot area of the Plot in the Project.

24. **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.

25. **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/S, after the Agreement is duly executed by the ALLOTTEE/S and the PROMOTER or simultaneously with the execution the said Agreement. Hence this Agreement shall be deemed to have been executed at Bangalore.

26. **NOTICES:**

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

- a) **ALLOTTEE/S NAME AND ADDRESS** (as detailed in **ANNEXURE-1**)
- b) **PROMOTER NAME AND ADDRESS:** at No. 1140, 17<sup>th</sup> Cross, 5<sup>th</sup> Main, HSR Layout, Sector – 7, Bengaluru – 560 102.

It shall be the duty of the ALLOTTEE/S 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/S, as the case may be.

**27. JOINT ALLOTTEE/S:**

That in case there are Joint ALLOTTEE/S all communications shall be sent by the PROMOTER to the ALLOTTEE/S 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 ALLOTTEE/S.

**28. CLUB HOUSE:**

28.1. WHEREAS PROMOTOR intends to identify a Plot within the Project for the purpose of development and construction of a Club House on a mutually agreed commercial understanding. The ALLOTTEE/S of plots in the Project shall become members of the Club House by paying requisite fee for membership and paying the fee prescribed for use of the club house and adhering to the rules and regulations formulated. It is expressly made clear that it shall be at the sole discretion of the PROMOTER to grant membership of the Club House, to Third Parties, subject to payment of the stipulated membership fee, without being obligated to intimate the ALLOTTEE/S of Plots about grant of membership. The ALLOTTEE/S agrees with the PROMOTOR that the members of the Club House shall have ingress and egress in the Schedule A Property. The ALLOTTEE/S agrees that the delay in completion of the Club House shall not be construed as delay in completion of the Project.

28.2 WHEREAS the ALLOTTEE/S aware that the ownership and possession of the Club House including movable and immovable assets provided in the Club House will always remain the property of the PROMOTOR and its facilities, which shall be run and maintained by the PROMOTOR or their nominees.

**29. GOVERNING LAW:**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

**30. DISPUTE RESOLUTION:**

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

the Act.

31. **CUSTODY:**

This Agreement is prepared in Duplicate. The original of this Agreement shall be with the ALLOTTEE/S and duplicate/photocopy thereof with the PROMOTER.

**SCHEDULE A PROPERTY**  
**(DISCRIPTION OF THE ENTIRE PROPERTY)**

**ITEM NO.1**

All that piece and parcel of the residentially converted immovable property bearing **Sy. No. 25/1** measuring 3 Acres 16 Guntas (Plus 14 Guntas regularized A Karab), totally **3 Acre 30 guntas**, situated at Kadaagrahara Village, Sarjapura Hobli, Anekal Taluk, converted vide Non-Agricultural Purpose vide Conversion Order bearing No. ALN (A S) S.R.290/2007-08 & Conversion Order bearing No. ALN (A) (S). S.R.49/2010-11. both are issued by Deputy Commissioner, Bangalore District, Bangalore. and bounded on the:

East By: Land Bearing Sy No.25/2;  
West By: Land Bearing Sy No.26/1;  
North By: Land Bearing Sy No.32/2;  
South By: Hosahalli Village boundary.

**Item No.2**

All that piece and parcel of the residentially converted immovable property bearing Sy. **No. 26/1** measuring **3 Acres 02.08 Guntas**, situated at Kadaagrahara Village, Sarjapura Hobli, Anekal Taluk, converted vide Non-Agricultural Purpose vide Conversion Order bearing No. ALN (A S) S.R. 289/2007-08. Issued by Deputy Commissioner, Bangalore District, Bangalore and bounded on the:

East By : Land Bearing Sy No.25/1;  
West By : Land Bearing Sy No.26/2;  
North by : Land Bearing Sy No.31/1,2 & 3;  
South by : Hosahalli Village boundary;

**Item No.3**

All that piece and parcel of the residentially converted immovable property bearing Sy. **No. 26/2** measuring **1 Acres 03.08 Guntas**, situated at Kadaagrahara Village, Sarjapura Hobli, Anekal Taluk, converted vide Non-Agricultural Purpose vide Conversion Order bearing No. ALN (A.S.H) SR 197/2021-22. Issued by Deputy Commissioner, Bangalore

District, Bangalore. And bounded on the:

East By : Land in Sy No.26/1 of Kadaagrahara Village;  
West By : Land in Sy No.27/4 of Kadaagrahara Village;  
North By : Land in Sy No.31 of Kadaagrahara Village;  
South By : Land in Sy No.27/4 of Kadaagrahara Village.

#### **Item No.4**

All that piece and parcel of the residentially converted immovable properties bearing **Sy. No. 27/4 measuring 12 Guntas**, situated at Kadaagrahara Village, Sarjapura Hobli, Anekal Taluk, converted vide Non-Agricultural Purpose vide Conversion Order bearing No. **ALN (A.S.H) SR 199/2021-22**. Issued by Deputy Commissioner, Bangalore District, Bangalore. And bounded on the:

East By : Land in Sy No.26/2 of Kadaagrahara Village;  
West By : Land in Sy No.27/3 of Kadaagrahara Village;  
North By : Land in Sy No.26/2 of Kadaagrahara Village;  
South By : Land in Sy No.27/6 of Kadaagrahara Village.

#### **Item No.5**

All that piece and parcel of the residentially converted immovable properties bearing **Sy. No. 27/6 measuring 12 Guntas** situated at Kadaagrahara Village, Sarjapura Hobli, Anekal Taluk, converted vide Non-Agricultural Purpose vide Conversion Order bearing No. **ALN (A.S.H) SR 200/2021-22**. Issued by Deputy Commissioner, Bangalore District, Bangalore. And bounded on the:

East By : Land in Sy No.26/1 of Kadaagrahara Village;  
West By : Land in Sy No.27/5 of Kadaagrahara Village;  
North By : Land in Sy No.27/4 of Kadaagrahara Village;  
South By : B.Hosahalli Village Boundary.

#### **Item No.6**

All that piece and parcel of the residentially converted immovable property bearing **Sy. No. 31/1 measuring 33 Guntas Plus 04 Guntas A Karab, totally 0-37 guntas**, situated at Kadaagrahara Village, Sarjapura Hobli, Anekal Taluk, converted vide Non-Agricultural Purpose vide Conversion Order bearing No. **A.L.N (A.S.H). CR.01/2021-22**. All Orders are issued by Deputy Commissioner, Bangalore District, Bangalore. and bounded on the:

East By : Land Bearing Sy No.31/2;  
West By : Land Bearing Sy No.31/4;  
North By : Land Bearing Sy No.30;  
South By : Land Bearing Sy No. 26.

#### **Item No.7**

All that piece and parcel of the residentially converted immovable properties bearing Sy. **No. 31/2 measuring 33 Guntas Plus 04 Guntas A Karab, totally 0-37 guntas** situated at Kadaagrahara Village, Sarjapura Hobli, Anekal Taluk, converted vide Non-Agricultural Purpose vide Conversion Order bearing No. **ALN (ASH) SR. 32/2016-17**, Conversion Order bearing No. **A.L.N (A.S.H).CR. 03/2021-22**. Both are issued by Deputy Commissioner, Bangalore District, Bangalore and bounded on the:

East By : Land Bearing Sy No.32;  
West By : Land Bearing Sy No.31/1;  
North By : Land Bearing Sy No.30;  
South By : Land Bearing Sy No. 26;

#### **Item No.8**

All that piece and parcel of the residentially converted immovable property bearing Sy. **No. 31/4 (Old Sy No:-31/3) measuring 6.08 Guntas (Plus 0.00.04 Guntas A Karab** totally **6.12 Guntas**, situated at Kadaagrahara Village, Sarjapura Hobli, Anekal Taluk, converted vide Non-Agricultural Purpose vide Conversion Order bearing No. **ALN (AS) SR. 291/2007-08**, Conversion Order bearing No. **A.L.N (A.S.H).CR. 06/2021-22**. Both are issued by Deputy Commissioner, Bangalore District, Bangalore and bounded on the:

East By : Land Bearing Sy No.31/1;  
West By : Land Bearing Sy No.31/3 & 31/5;  
North By : Land Bearing Sy No.30;  
South By : Land Bearing Sy No. 26.

#### **Item No.9**

All that piece and parcel of the residentially converted immovable property bearing Sy. **No. 31/5 (Old Sy No.31/3) measuring 2 Acre 04 Guntas (Plus 11.12 Guntas A Karab), Totally 2 Acre 15.12 guntas**, situated at Kadaagrahara Village, Sarjapura Hobli, Anekal Taluk, converted vide Non-Agricultural Purpose vide Conversion Order bearing No. **ALN (ASH) SR. 147/2020-21**, Conversion Order bearing No. **A.L.N (A.S.H).CR.02/2021-22**. Both are issued by Deputy Commissioner, Bangalore District,

Bangalore and bounded on the:

East By : Land Bearing Sy No.31/4;  
West By : Land Bearing Sy No.31/6;  
North By : Land Bearing Sy No.30;  
South By : Land Bearing Sy No. 31/3.

#### **Item No.10**

All that piece and parcel of the residentially converted immovable properties bearing Sy. **No. 31/6 (Old Sy No.31/3) measuring 1 Acre 25 Guntas (Plus 10 Guntas A Karab), totally 1 acre 35 guntas** situated at Kadaagrahara Village, Sarjapura Hobli, Anekal Taluk, converted vide Non-Agricultural Purpose vide Conversion Order bearing No. **ALN(ASH) SR. 29/2016-17,** Conversion Order bearing No. **A.L.N(A.S.H).CR.04/2021-22.** Both are issued by Deputy Commissioner, Bangalore District, Bangalore. and bounded on the:

East By : Land Bearing Sy No.31/3 & 31/5;  
West By : Oni;  
North By : Land Bearing Sy No.30;  
South By : Land Bearing Sy No. 26.

#### **Item No.11**

All that piece and parcel of the residentially converted immovable properties bearing Sy. **No. 31/7 (Old Sy No.31/3) measuring 0.06.08 Guntas** situated at Kadaagrahara Village, Sarjapura Hobli, Anekal Taluk, converted vide Non-Agricultural Purpose vide Conversion Order bearing No. **ALN(ASH) SR. 81/2021-22,** issued by Deputy Commissioner, Bangalore District, Bangalore. and bounded on the:

East By : Land Bearing Sy No.31/3;  
West By : Land Bearing Sy No.31/6;  
North By : Land Bearing Sy No.31/5;  
South By : Land Bearing Sy No. 26.

#### **Item No.12**

All that piece and parcel of the residentially converted immovable properties bearing Sy. **No. 63 (Old Sy No.30) measuring 1 Acre 29.08 Guntas** situated at Kadaagrahara Village, Sarjapura Hobli, Anekal Taluk, converted vide Non-Agricultural Purpose vide Conversion Order bearing No. **A.L.N (A)(S) SR. 49/2010-11,** issued by Deputy Commissioner, Bangalore District, Bangalore. and bounded on the:

East By: Remaining Portion of the Land in Sy No.63 Gifted to urbanup Trust;  
West By : Land Bearing Sy No.62;  
North By : Government road;  
South By : Land Bearing Sy No.64.

**Item No.13**

All that piece and parcel of the residentially converted immovable properties bearing Sy. **No. 64 (Old Sy No.30)** measuring **3 Acre** situated at Kadaagrahara Village, Sarjapura Hobli, Anekal Taluk, converted vide Non-Agricultural Purpose vide Conversion Order bearing No. **A.L.N (A)(S) SR. 49/2010-11**, issued by Deputy Commissioner, Bangalore District, Bangalore. and bounded on the:

East By : Land Bearing Sy No.30;  
West By : Land Bearing Sy No.62;  
North By : Land Bearing Sy No.63;  
South By : Land Bearing Sy No.30, Sy No.31/1 & Sy No.31/2;

Item Nos.1 to 13 properties are totally admeasuring 19 Acres 27.66 Guntas.

**SCHEDULE `B' PROPERTY**

**(Description of vacant plot hereby conveyed to the Purchasers)**

All that piece and parcel of immovable residential Property bearing **Vacant Plot No:** \_\_\_\_\_ in the APA approved layout known as "FELICITY" carved out of residentially converted land bearing **Sy. No.** \_\_\_\_\_ **situated** Kadaagrahara Village, Sarjapura Hobli, Anekal Taluk, Bengaluru Urban District, coming under the jurisdiction of BMRDA, measurement and boundaries as follows:

**MEASUREMENTS:**

East to West : \_\_\_\_\_ **Meters,**  
North to South : \_\_\_\_\_ **Meters,**  
In all Measuring : \_\_\_\_\_ **Square Meters**

**BOUNDARIES:**

East By : \_\_\_\_\_

West By : \_\_\_\_\_

North By : \_\_\_\_\_

South By : \_\_\_\_\_

### **SCHEDULE "C"**

#### **RIGHTS OF THE ALLOTEE/S:**

The ALLOTEE/S shall have the following rights in respect of Schedule B Property on possession:

1. The right to use the Schedule B Property for construction of a single residential dwelling unit without any violations in the plans which are approved by the planning authority or without any infringement into the planned/available common amenities/facilities in the Schedule A Property.
2. The right and liberty to the ALLOTEE/S and all persons authorized or permitted by the ALLOTEE/S (in common with all other persons, permitted or authorized to do similar right) at all times and for all purposes, to use and enjoy all the internal driveways, parks and open spaces and other amenities and facilities of common use in "FELICITY".
3. The right of uninterrupted passage of water, electricity, sewerage, etc., from and to the Schedule A Property through the pipes, wires, sewer lines, drain and water courses, cables, which are or may at any time hereafter be, in, under or passing through the Schedule A Property or any part thereof. The ALLOTEE/S shall pay all relevant charges as prescribed and demanded by the concerned department for such laying of water pipes, cables etc.
4. Right to use underground sewerage disposal system laid in the Schedule A Property and right to draw water from common water supply system subject to bearing and sharing the applicable charges directly and whenever required and proportionately for the common maintenance expenses.
5. Right to use and enjoy all common services and facilities in "FELICITY" subject to payments of common expenses and maintenance charges as provided in the said Agreement of Sale.

### **SCHEDULE "D"**

#### **OBLIGATIONS OF THE ALLOTEE/S:**



The ALLOTTEE/S shall be obligated to follow the below restrictions in their enjoyment of the Schedule B Property:

1. The ALLOTTEE/S shall be entitled to use the driveways, pathways, passages and other common areas in "FELICITY" in common with other plot/unit owners and shall not to cause any obstruction for the free passage and movement in such areas. The ALLOTTEE/S shall not cause any obstruction for free movement of men, materials and vehicles in the internal driveways, passages and/or any common areas by placing any materials/vehicles/articles or otherwise.
2. The ALLOTTEE/S shall strictly abide by the prescribed norms for setbacks in the construction on all the four sides of Schedule B Property and shall not club any adjoining plot with Schedule B Property.
3. The ALLOTTEE/S intend(s) to sell/transfer(s) the Schedule B Property, a No Due Certificate has to be obtained in advance before such sale or transfer from the PROMOTER or the Owners Association.
4. The ALLOTTEE/S shall not raise any objections if the PROMOTOR acquires additional lands adjoining to the Schedule A Property, and integrate such additional lands with the Schedule A Property for development and make available all the common amenities and facilities which are provided in the Schedule A Property to such additional lands.
5. The ALLOTTEE/S herein is aware that the PROMOTER will be forming or assisting in the formation of the association for the plot owners in order to maintain and manage the common amenities and facilities in FELICITY and the ALLOTTEE/S shall become a member of such association and shall be bound by the rules and regulations of such association.
6. The ALLOTTEE/S shall have no right, title or interest to the areas earmarked as common areas other than a right to use and enjoyment of the same, as per the terms and conditions of such use and enjoyment as part of FELICITY.
7. The ALLOTTEE/S shall have no right, title or interest in the Clubhouse which shall belong to the PROMOTER and will be operated and maintained by the PROMOTER or any other company that the PROMOTER may give the management contract and the ALLOTTEE/S will be given membership of the said Club House as long as the ALLOTTEE/S owns the Schedule B Property in "FELICITY" and such usage being subject to the terms and conditions of membership of the Club house as will be determined and prescribed by the PROMOTER or the manager of the said Clubhouse.
8. The ALLOTTEE/S herein is aware that the parks and open spaces in the Schedule A Property have been relinquished to the statutory authorities by the PROMOTER however the same would have to be maintained by the plot owners of FELICITY through the association.

9. The ALLOTTEE/S shall use garden provided in the Schedule A Property only as garden and maintain the same in good condition.
10. The ALLOTTEE/S shall have no power or authority to build any permanent or temporary structures on the common areas and the ALLOTTEE/S shall not cause any construction which would affect the common services and other services to the other plot owners of the Schedule A Property.
11. The ALLOTTEE/S shall not object or come in the way of enjoyment of other plot/unit owners in the Schedule A Property.
12. The ALLOTTEE/S right to use the common areas, amenities and facilities shall always form part and parcel of their right, title and interest in Schedule B Property herein and not form an independent right thereto.
13. The ALLOTTEE/S shall pay the pro-rata or stipulated property taxes and cess and outgoings levied on and expenses for the maintenance of common areas and common facilities including common water charges, street lights, security, repair and maintenance with applicable taxes.
14. The ALLOTTEE/S shall maintain the surroundings of the Schedule B Property clean and shall not cause any nuisance to the neighbors.
15. The ALLOTTEE/S shall not use the Schedule "B" Property other than for construction of the residential dwelling and not use it for any illegal or immoral or non-residential purposes.
16. The ALLOTTEE/S shall not decorate or display boards or hoardings or neon signs or paintings in the Schedule A Property.
17. The ALLOTTEE/S shall not sub-divide the Schedule B Property under any circumstances and construct any multistoried building in the Schedule B Property as the scheme is only for the construction of a single dwelling unit on the Schedule B Property;
18. The ALLOTTEE/S shall not use the Schedule B Property or permit the same to be used for any purpose which in the opinion of the PROMOTOR may cause nuisance or annoyance to other occupiers of the Schedule A Property;
19. The ALLOTTEE/S shall abide by all the laws and regulations of the Government and any other duly constituted authority from time to time in force and be responsible for any notices received in violations and of any of the terms and conditions in this Agreement.

20. The ALLOTTEE/S in the event of leasing the house constructed on the Schedule B Property, shall keep informed the association and the agency maintaining the common areas about the tenancy or lease or license and give all the details of the occupants and only such occupant shall be entitled to make use of the clubhouse facilities and the ALLOTTEE/S shall not be entitled to make use of the clubhouse facilities during the occupation of such tenant, lessee or licensee etc. Notwithstanding the leasing, licensing or creation of tenancy, the primary responsibility to adhere to all the rights and obligations contained herein shall be that of the ALLOTTEE/S and it shall be the responsibility of the ALLOTTEE/S to ensure that the tenant/lessee / licensee/ occupant follows all the rules and regulations that may be prescribed for the occupants of the Schedule A Property.

21. The ALLOTTEE/S shall not encroach upon any roads, driveways, parks and open spaces in the Schedule A Property and shall keep the same free from any obstructions. The ALLOTTEE/S shall not trespass into other plots/houses or restricted areas in the Schedule A Property.

22. The ALLOTTEE/S shall not litter or throw garbage/used articles/rubbish in the common areas, parks and open spaces, neighboring plots and roads in the Schedule A Property. The ALLOTTEE/S shall strictly follow rules and regulations for garbage disposal as may be prescribed by the association or agency maintaining the common areas, amenities and facilities in "FELICITY" from time to time.

23. The ALLOTTEE/S shall not:

- i. Close Roads, put up humps on the road, passages, driveways and other common areas in the Schedule A Property.
- ii. Default in payment of any common expenses, statutory payments, property taxes or levies to be shared / incurred as the owner of the Schedule B Property in Schedule A Property.
- iii. Install machinery other than domestic pumps and generators.
- iv. Store/keep explosives, inflammables/prohibited articles, which are hazardous, dangerous or combustible in nature.
- v. Create nuisance or annoyance to other occupants and owners by allowing pounding, running machinery and causing similar disturbances and noises.
- vi. Not to drill any bore well in the Schedule B Property belonging to the ALLOTTEE/S.
- vii. Raise any dispute or call in question the use of the roads/driveways in Schedule A Property for the purpose of egress and ingress or raise any dispute or call in question the use of the Clubhouse and/or the organizing of events, seminars, functions, ceremonies and other activities in the Clubhouse by the PROMOTOR or its assignees/nominees/agents/ transferees for the members of the Clubhouse and/or third parties.

24. The right to use the Schedule B Property will be for construction of a single residential dwelling unit not exceeding a built up area of 1.25 time of the plot area and without any violations in the plans which are approved by the planning authority.

25. The ALLOTTEE/S shall mandatorily adopt and maintain rain water harvesting for ground water recharge in the Schedule B Property.
26. The ALLOTTEE/S shall use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in the Schedule A Property in common with the other owners and to permit free passage of water, sanitary, electricity and electrical lines, through and along the same or any of them and to share with the other owners the cost of maintaining and repairing all common amenities and facilities provided in "FELICITY".
27. The ALLOTTEE/S shall use STP treated water for gardening and other secondary purposes.
28. The common areas and facilities shall be for common use and enjoyment of all owners of the Schedule A Property and the ALLOTTEE/S shall not claim any partition thereof and shall not bring any action for partition or division of any part thereof.
29. The ALLOTTEE/S will become member of the association as and when the same is registered and will abide by the rules and regulations as defined by the Association from time to time. The ALLOTTEE/S individually or collectively cannot refuse to join the Owners Association formed by the plot/units owners for the upkeep and maintenance and pay the expenses incurred thereof for maintaining the common facilities/amenities available in FELICITY.
30. The ALLOTTEE/S shall observe, perform and comply with all the rules, regulations, and bye laws, which the Owners association may adopt or frame upon its formation and the additions, alteration, or amendments made thereafter for upkeep and maintenance of the entire layout.
31. The maintenance of the entire common areas shall be done by PROMOTER/Association from day one and ALLOTTEE/S shall pay all common expenses and other expenses, taxes and outgoings in terms of this Agreement. The main purpose and object of the Association/ PROMOTER will be to maintain the common areas, amenities and facilities in the Schedule "A" Property and manage the affairs of the same keeping due accounts, provide all facilities to the occupants of the Schedule "A" Property and collect from the owners/occupants the proportionate share of maintenance cost and out goings.
32. No owner including occupants shall be exempted from liability for contribution towards common expenses by waiver of the use or enjoyment of any common areas and facilities or by abandonment of house constructed on the Schedule B Property.
33. If the ALLOTTEE/S or ALLOTTEE/S agent / contractor or anybody acting through them causes any damage to the roads, pathways, landscape or any part of the common areas either before, during or after construction of a dwelling unit on the Schedule B Property, the cost and expenses for repairing the same shall have to be borne by the ALLOTTEE/S. The decision on the damage and the cost of repair shall

be as decided by the Promotor / Owners Association and the same shall be final and binding on the ALLOTTEE/S.

**ANNEXURE-1**

**NAME AND ADDRESS OF THE ALLOTIES**

**ANNEXURE -2**

**TOTAL SALE CONSIDERATION  
PAYMENT PLAN**

<b>Sl.No.</b>	<b>PAYMENT SCHEDULE</b>	<b>PERCENTAGE</b>	<b>AMOUNT</b>
<b>1</b>	<b>Booking amount</b>	<b>5%</b>	
<b>2</b>	<b>Sale Agreement (within 30 days from Booking)</b>	<b>10%</b>	
<b>3</b>	<b>On or before &lt;date&gt;</b>	<b>40%</b>	
<b>4</b>	<b>On or before &lt;date&gt;</b>	<b>40%</b>	
<b>5</b>	<b>On offer of registration/ Possession (Whichever is earlier)</b>	<b>5%</b>	
	<b>Total</b>	<b>100%</b>	

**ANNEXURE -2A**

**ANNEXURE -2B**

**STATUTORY AND OTHER CHARGES [TO BE PAID AS PER DEMAND ALONG WITH THE RESPECTIVE INSTALLMENTS TOWARDS SALE PRICE]:**

A)	Maintenance Charges @ ₹5/- per Sq. ft. per month for 5 Year (60 Months) (exclusive of GST):	To be paid for a period of 5 Years (60 Months) computed from 15 <sup>th</sup> day of letter of intimation of completion of Layout. This is towards Maintenance of Security and Electricity in common Areas, Water, Running of STP, Over Head Tank. After the expiry of 5 Years (60 Months), maintenance charges will be paid as per the Demand by the PROMOTER or its Agency till the Residential Layout Project is handed over to the duly constituted Layout Owners Association whichever is earlier.
B)	BWSSB /BESCOM Sewage Connection:	at actuals (exclusive of GST)

**IMPORTANT:** The amount mentioned above do not carry any interest, GST and/or any other taxes or levies as may be imposed by the Government to be paid along with the respective instalment at applicable rate on demand.

### **ANNEXURE -3**

### **LAYOUT PLAN**

### **ANNEXURE-4**

### **SPECIFICATIONS, SPECIFICATIONS, AMENITIES AND FACILITIES**

SL.N o	Description of Work	Details / Specifications
I	<b>Infrastructure Specifications</b>	
1	Entrance Arch and Entrance & Exit Gates.	Structural Foundations with M.S structure and Security rooms,
2	<b>Internal Roads:</b>	
	a) 9.14mt wide	Bituminous / Black topping roads
	b) 12mt wide	Bituminous / Black topping roads
3	Storm water Drains	a). DWC Pipes System b). RCC hume pipe wherever required for crossings.

4	Water Supply lines	a) UPVC /uPVC pipe's with Inspection Chambers. b). Water supply lines to individual sites from EWT.
5	Sewage lines	DWC pipe's with manholes/Inspection Chambers & DWC pipes.
6	Parks and Open Spaces & CA - Civic Amenities	Hardscape And Softscape.
7	Pathways	Cement Concrete/ Pavers for pathways.
8	Electric lines	As per KEB Norms / Underground cabling
	Facilities & Amenities (will be provided in Park & Open space area and CA)	
<b>II</b>	<b>FACILITIES:-</b>	
a	Elevated Water Tank (EWT)	RCC EWT - Capacity as per NBC Norms
b	STP	As per KSPCB Norms
c	BESCOM / Transformer	As per KEB Norms
<b>III</b>	<b>AMENITIES:-</b>	
a	Children Play Area	
b	Tot Lot & Play Lawn	
c	Park	
<b>IV</b>	<b>Club House</b>	
a	Gym	
b	Swimming Pool	
c	Multipurpose Hall	
d	Indoor games	

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

Authorized Signatory

**PROMOTER**

**ALLOTTEE/S**

**WITNESSES:**

1	<b>Signature:</b> _____ <b>Name:</b> _____ <b>Address:</b> _____	2	<b>Signature:</b> _____ <b>Name:</b> _____ <b>Address:</b> _____
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(This Draft is only indicative actual draft for execution may differ)