

AGREEMENT FOR SALE

THIS SALE CUM CONSTRUCTION AGREEMENT IS MADE AND EXECUTED ON THIS DAY OF, _____ MONTH, YEAR TWO THOUSAND AND TWENTY FIVE (___/___/2025) AT BANGALORE:-

BETWEEN:

[If the promoter is an Individual]

Mrs.A.Lavanya,
W/o Sri.M.Y Narendra Balaji,
Aged about 50 years,
Residing at : 823, 11th Main,
2nd Cross, Near ESI Hospital,
HAL II Stage, Indiranagar,
Bengaluru – 560038.

hereinafter called the “Promoter” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/ her heirs, executors, administrators, successors in-interest and permitted assigns)

AND

MR.
Aged about years
S/o
Residing at.....,
.....,
.....,PAN:

[If the Allottee is an Individual]

Mr. / Ms.,
(Aadhar no.)
son/ daughter of _____, a
aged about _____, years,
Residing at _____,
(PAN _____),

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

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.

WHEREAS :

- A. The Promoter is absolute and lawful owner of residential converted land bearing **Sy.no.75/3, totally measuring an extent of 1 Acre 08 Guntas excluding 2 guntas of Kharab land** (Conversion Order bearing **ALN.(SBH-2)SR/24/2024-25, dated 30.08.2024**, passed by the Deputy Commissioner, Bengaluru District) situated at Doddanagamangala Village, Begur Hobli, Bengaluru South Taluk, Bangalore District, which is morefully described in the schedule hereunder and hereinafter referred to as **ITEM NO.1 of the SCHEDULE 'A' PROPERTY** for the sake of brevity. The Schedule 'A' Property was purchased by the Land owner-developer in the following manner:

- i. Residential Converted Land bearing Sy.no.75/3 **Sy.no.75/3, totally measuring an extent of 1 Acre 08 Guntas excluding 2 guntas of Kharab land** and executed between Sumitramma @ Sumitra Reddy and Lavanya A under a Joint Development Agreement dated 19.07.2024 as doc.no.BMH-1-05495/2024-25, entered in Book-1, online registration and stored under Kaveri 2.0 Central Server, at the office of Sub-Registrar, Jayanagar (Bommanahalli), Bangalore.

The Said Land is earmarked for the purpose of plotted development of a [residential/any other purpose] project, comprising plots and [insert any other components of the Projects] and the said project shall be known as **"AQUATOWNN PHASE1" by Mrs.Lavanya A.**

- i. Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority;
- ii. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;
- iii. The Bangalore Development Authority has granted the commencement certificate to develop the Project vide approval dated 03-01-2025, bearing registration no BDA/TPM/PRL-37/2514/2024-25.
- iv. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the plot as the case may be, from **Bangalore Development Authority** [Please insert the name of concerned competent authority]. The Promoter agrees and undertakes that it shall not make any changes to these approved

plans except in strict compliance with section 14 of the Act and other laws as applicable.

- v. The Promoter has registered the Project under the provisions of the Act with the Karnataka Real Estate Regulatory Authority at Bangalore on _____ under registration no. _____.
- vi. The Allottee had applied for a plot in the Project vide application no. _____ dated _____ and has been allotted plot no. _____ having area of ____square feet/Sq.Mtrs admeasuring square feet (if applicable)] in the __[Please insert the location of the garage/covered parking], as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Plot" more particularly described in Schedule A).
- vii. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein :
- viii. NONE_disclosures/details].
- ix. 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.
- x. 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:
- xi. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the [Plot] and the garage/covered parking (if applicable) as specified in para G:

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] as specified in para G.
- 1.2 The Total Price for the [Plot] based on the carpet area is Rs. _____ (Rupees _____ only ("Total Price") (Give break up and description:

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

Explanation :

The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Plot] :

- i. The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Service Tax (GST), or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) and the same shall be payable by the Allottee on or before handing over the possession of the plot to the allottee and the project to the association of the Allottees or the competent authority, as the case maybe, after obtaining the completion certificate / occupancy certificate; Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification: Provided further that if any increase in the taxes after the expiry of the schedule dated of completion of the project as per registration with the authority which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the allottee:
- ii. The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manners specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective:
- iii. The Total Price of [Plot] includes recovery of price of land, construction of [not only the plot but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the plot, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11.9 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [Plot] and the Project.

- 1.3.** The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for 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. 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

Account Name: Mrs.A LAVANYA

RERA DESIGNATED ACCOUNT

Account No: 43695856460

Bank Name: State Bank Of India

Branch: HSR Layout

IFSC : SBIN0070802

2. COMPLIANCE OF LAWS RELATING TO REMITTANCES :

- 2.1** The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the 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.

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

3. 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.

4. 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.

5. CONSTRUCTION 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 [Please insert the relevant State laws] and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

6. POSSESSION OF THE PLOT:

- 6.1. Schedule for possession of the said [Plot] - The Promoter agrees and understands that timely delivery of possession of the [Plot] to the allottee and the common 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 **31.12.2029**, 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.

- 6.2. Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate* 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 two months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the Promoter within 3 months from the date of issue of occupancy certificate]. The Promoter agrees and undertakes to indemnify the allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the promoter. The Allottee, after taking the possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be after the issuance of the completion certificate for the project. The promoter shall hand over the occupancy certificate of the plot, as the case may be, to the allottee at the time of conveyance of the same time.
- 6.3. Failure of Allottee to take Possession of [Plot] - Upon receiving a written intimation from the Promoter as per para 6.2, the Allottee shall take possession of the [Plot] from the Promoter by executing 14 necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Plot] to the allottee. In case the Allottee fails to take possession within the time provided in para 6.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 6.2.
- 6.4. Possession by the Allottee - After obtaining the occupancy certificate* and handing over physical possession of the [Plot] to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be, as per the local laws. [Provided that, in the absence of any local law, the promoter shall hand over 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].
- 6.5. Cancellation by Allottee - The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act :

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

6.6. Compensation - The 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.

7. 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 or buildings, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or the competent authority, as the case may be:
- 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.

8. EVENTS OF DEFAULTS AND CONSEQUENCES:

- 8.1. 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 6.1 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 shall be in a habitable condition which is complete in all respect including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority :
 - 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.
- 8.2. 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 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.

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

- i. In case the Allottee fails to make payments for 2 months 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 2 months 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:

9. MAINTENANCE OF THE SAID BUILDING / 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].

10. EFFECT LIABILITY :

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (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.

11. 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.

12. ADDITIONAL CONSTRUCTIONS:

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

13. 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/Building] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Plot].

14. BINDING EFFECT:

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

15. 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/building, as the case may be.

16. RIGHT TO AMEND:

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

17. 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 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.

18. WAIVER NOT A LIMITATION TO ENFORCE:

18.1. 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.

18.2. 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.

19. 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.

20. 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.

21. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in _____ after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub- Registrar at _____ (specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at _____.

22. NOTICES:

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

(Allottee Address)

Mrs.A.Lavanya,
W/o Sri.M.Y Narendra Balaji,
Aged about 50 years,
Residing at : 823, 11th Main,
2nd Cross, Near ESI Hospital,
HAL II Stage, Indiranagar,
Bengaluru – 560038.

(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.

23. 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 be considered as properly served on all the Allottees.

24. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such, plot or building, as the case may be, shall not be construed 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.

25. 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.

26. DISPUTE RESOLUTION:

All or any disputes arising out of 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.

NONE

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

SCHEDULE 'A' -

PLEASE INSERT DESCRIPTION OF THE [Apartment/Plot] AND THE GARAGE/ COVERED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS:

FOR PLOTS:

Site No.	Plot type	Plot type	Total (Sq M)	North	South	East	West
193	ODD	ODD	141.39	Plot No. 194	Private Property	Plot No.209	Private Property
194	ODD	ODD	148.86	Plot No.195	Plot No. 193	Plot No.209	Private Property
195	ODD	ODD	158.26	Plot No. 196	Plot No. 194	Plot No. 208	Private Property
196	ODD	ODD	194.02	Plot No. 197	Plot No. 195	Plot No. 206 & 207	Private Property
197	ODD	ODD	222.96	Plot No. 198	Plot No. 196	Plot No. 205 & 206	Private Property
209	ODD	ODD	172.51	Plot No. 208	Private Property	Road	Plot No. 193 & 194
210	ODD	ODD	152.48	Plot No. 211	Private Property	Private Property	Road
211	ODD	ODD	153.27	Plot No. 212	Plot No. 210	Private Property	Road
212	ODD	ODD	111.42	Plot No. 213	Plot No. 211	Private Property	Road
213	ODD	ODD	83.61	Plot No. 214	Plot No. 212	Private Property	Road
214	ODD	ODD	74.32	Private Property	Plot No. 213	Park	Road
198	ODD	ODD	222.96	Plot No. 199	Plot No. 197	Plot No. 204 & 205	Road
199	ODD	ODD	195.09	Plot No. 200	Plot No. 198	Plot No. 203 & 204	Road
200	ODD	ODD	86.48	Road	Plot No. 199	Plot No. 201	Road
201	ODD	ODD	114.06	Road	Plot No. 199	Plot No. 202	Plot No. 200
202	ODD	ODD	163.90	Road	Plot No. 203	Road	Plot No. 201

203	ODD	ODD	153.28	Plot No. 202	Plot No. 204	Road	Plot No. 199
204	ODD	ODD	153.28	Plot No. 203	Plot No. 205	Road	Plot No. 198 & 199
205	ODD	ODD	153.28	Plot No. 204	Plot No. 206	Road	Plot No. 198 & 197
206	ODD	ODD	153.28	Plot No. 205	Plot No. 207	Road	Plot No. 197 & 196
207	ODD	ODD	153.28	Plot No. 206	Plot No. 208	Road	Plot No. 196
208	ODD	ODD	153.28	Plot No. 207	Plot No. 209	Road	Plot No. 195

SCHEDULE 'B' – APPROVED LAYOUT PLAN

Owner Name	BDA Plan	Lavanya A	Kavitha V Reddy
		Aquatownn Phase 1	Aquatownn Phase 2
Total	10167.58	4856.18	5311.4
resi	5582.05	3315.40	2266.646804
Park	1873.3	0	1873.3
Public Utility	88.36	0	88.36
Roads	2623.87	1540.78	1083.085905
Total	10167.58	4856.19	5311.392709
No of sites	43	22	21

LANDUSE ANALYSIS	
LANDUSE	PERCENTAGE
RESIDENTIAL	54.90%
PARK AND OPENSPACE	18.42%
PUBLIC UTILITY	0.87%
ROADS	25.81%
TOTAL	100.00%

SITE ANALYSIS	
SITE DIMENSION	NOL
ODD SITES *	39
EDS	04
TOTAL	43

SCALE 1:500

BANGALORE DEVELOPMENT AUTHORITY
TOWN PLANNING SECTION
*Channarayana Road, Kuvempu part west, Bangalore-56

OWNERS / GPA HOLDERS SIGNATURE :-
KAVITHA V REDDY
LAVANYA

ARCHITECT SIGNATURE
MEENKANTH BASHA
No. 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

PLAN

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*.	AT THE TIME OF EXECUTION OF SALE DEED	These payments shall be linked to the milestones to reflect the project progress of.

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

Name of the Project : "AQUATOWNN PHASE1" by Mrs.A.Lavanya

Project Address : Sy.No.75/3 along with Common Areas situated at Doddanagamangala Village, Begur Hobli, Bengaluru South Taluk, Bangalore District.

Sl. No.	Work Description	Particulars
01	Under Ground Works	a. Water Supply Lines b. Storm Water Drains c. Sewerage Lines d. Electrical Lines e. Communication Conducting
02	Surface Works	a. Pathways b. Wet mix and Asphaltation c. Landscape
03	Infrastructure details	a. Over Head tank b. Sump tank c. Sewerage Treatment Plant d. Rain water harvesting pits

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

Name of the Project : "AQUATOWNN PHASE1" by Lavanya A.

Project Address : Sy.No.75/3 along with Common Areas situated at Doddanagamangala Village, Begur Hobli, Bengaluru South Taluk, Bangalore District.

Sl. No.	Work Description	Particulars
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01	Under GroundWorks	f. Water Supply Lines g. Strom Water Drains h. Sewerage Lines i. Electrical Lines j. Communication Conducting
02	Surface Works	c. Pathways d. Wetmix and Asphaltation Landscape
03	Infrastructuredetails	e. Over Head tank f. Sump tank g. Sewerage Treatment Plant h. Rain water harvesting pits

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

ITEM NO.A.

All that piece and parcel of residentially converted land bearing **Sy.no.75/3, totally measuring an extent of 1 Acre 08 Guntas (Conversion Order bearing ALN(SBH-2)SR/24/2024-25, dated 30.08.2024**, passed by the Deputy Commissioner, Bengaluru District) situated at Doddanagamangala Village, Begur Hobli, Bengaluru South Taluk, Bangalore District, and bounded as follows :

On the East by	:	Land bearing Sy no 75/7 & 75/1;
West by	:	Land Bearing Sy no 76;
North by	:	Land bearing Sy no 77;
South by	:	Land Bearing Sy no 75/1 & 75/2;

The total Land Area of the Item No's. A, totally measuring to an extent of 4856.18 Sq.Mrts or 1 Acres 08Guntas (Residentially Converted Lands) and;

COMMON BOUNDARY OF "SCHEDULE F"

On the East by	:	Land bearing Sy.No.75/7;
West by	:	Land bearing Sy.No's 77;
North by	:	Land bearing Sy.No's76 ;
South by	:	Land bearing Sy No. 75/4B

SCHEDULE 'G'- DETAILS OF THE COMMON AREA

Specify the details of the Common Area under the following:

Roads, Parks, OHT, STP, UGD, Transformer Yard etc, in "AQUATOWNN PHASE1" Residential Layout Project , situated at Doddanagamanala Village, Begur Hobli, Bengaluru South Taluk.

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.

WITNESSES :

1. Name : PROMOTER/ S
Signature :
Address :

2. Name :
Signature : ALLOTTEE/ S
Address :