

AGREEMENT TO SELL

THIS AGREEMENT FOR SALE ("Agreement") is made and executed on this the ____ day of __, Two Thousand Twenty-____ at Bangalore (.../.../2024)

BY AND BETWEEN

M/S.SUMADHURA REALTY, A Partnership firm having its Office at, Third Floor, Sy.No.108/2, Millenia Building, 1st Main MSR Layout, Munnekollala Village, Marathahalli, Outer Ring Road, Bangalore - 560 037. PAN: ADOFS1318Q, represented by its authorized signatory **Mr.** _____.

Hereinafter referred to as the "**Promoter/Vendor**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors, administrators of the last surviving partner and his assigns) of the **FIRST PART**.

AND

1. **Mrs.** _____, W/o. **Mr.**_____, (Aadhar No._____) aged about ____ years, (PAN No. _____) ,

2. **Mr.** _____, S/o. **Mr.**_____, (Aadhar No._____) aged about ____ years, (PAN No. _____) ,

Both are residing at: _____.

Hereinafter referred to as the "**Allottee/s/Purchaser/s**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, legal representatives, executors, administrators, successors-in-interest and permitted assigns) of the **SECOND PART**.

The Promoter/Vendor and Allottee/s/Purchaser/s shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

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 Government of Karnataka;

(c) "Rules" mean the Karnataka Real Estate (Regulation and Development) Rules, 2017 made under the Real Estate (Regulation and Development) Act, 2016;

(d) "Regulations" mean the Regulations made under the Real Estate (Regulation and Development) Act, 2016;

(e) "Section" means a section of the Act.

(f) Interpretation:

Unless the context otherwise requires in this Agreement,

i. In this Agreement, any reference to any statute or statutory provision shall include all the current statutes state or central, their amendment, modification, re-enactment or consolidation;

ii. Any reference to the singular shall include the plural and vice-versa;

iii. Any references to the masculine, the feminine and the neutral gender shall also include the other;

iv. The recital, annexures and schedules annexed herein forms part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any recitals, annexures and schedules to it.

v. Harmonious Interpretation and Ambiguities within the Agreement:

vi. In case of ambiguities or discrepancies within the Agreement, the following shall apply:

- a. Between two Articles of this Agreement, the provisions of the specific Article relevant to the issue under consideration shall prevail over general provisions in the other Articles.
- b. Between the provisions of this Agreement and the Appendices, the Agreement shall prevail, save and except as expressly provided in the Agreement or the Appendices.
- c. Between any value written in numerical or percentage and in words, the words shall prevail.

vii. reference to this Agreement or any other deed, agreement or other instrument or document shall be construed as a reference to this Agreement or such deed, other agreement, or other instrument or document as the same may from time to time be amended, varied supplemented or novated;

viii. Each of the representations and warranties provided in this Agreement are independent of other unless the contrary is expressly stated,

ix. No Section in this Agreement limits the extent or application of another Section;

x. Headings to clauses, parts and paragraphs of this Agreement, Annexures and Schedules are for convenience only and do not affect the interpretation of this Agreement;

xi. the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;

xii. Project Infrastructure- shall mean the infrastructure for the Project to be provided by the Promoter/Vendor in terms of the Layout Plan

WITNESSES AS FOLLOWS:

WHEREAS:

A. The Promoter/Vendor represents that it is the absolute and lawful owner of converted lands bearing Survey Nos. 17/2 measuring 1 Acre 30 Guntas, Sy.No.18/1 measuring 2 Acres 12 Guntas, Sy.No.18/2 measuring 1 Acre 6 Guntas, Sy.No. 20/1 measuring 1 Acre 12.08 Guntas, Sy.No.20/2 measuring 1 Acre 12.08 Guntas, Sy.No.20/3 measuring 1 Acre 12.08 Guntas, Sy.No.20/4 measuring 1 Acre 12.08 Guntas, Sy.No.21 measuring 3 Acres 7 Guntas, Sy.No.23/1 measuring 1 Acre 0.12 Guntas, Sy.No.23/2 measuring 1 Acre 7 Guntas, Sy.No.23/3 measuring 1 Acre 21 Guntas, Sy.No.23/4 measuring 14.04 Guntas, Sy.No.24/1 measuring 1 Acre 4.12 Guntas, Sy.No.24/2 measuring 2 Acre 26 Guntas, Sy.No.24/4 measuring 2 Acre 21 Guntas, Sy.No.26/1, measuring 1 Acre 21 Guntas, Sy.No.26/2 measuring 1 Acre 16 Guntas, Sy.No.26/4 measuring 1 Acre 18 Guntas, Sy.No.27/1 measuring 3 Acre 26 Guntas, Sy.No.27/2 measuring 12.08 Guntas, Sy.No.27/3 measuring 1 Acre 1.04 Guntas, Sy.No.27/4 measuring 1 Acre 1.04 Guntas, Sy.No. 28/1 measuring 2 Acre 10 Guntas, Sy.No.28/2 measuring 2 Acre 16 Guntas, Sy.No.29/3 measuring 1 Acre 19 Guntas, Sy.No.29/2 measuring 3 Acres, Sy.No.46/1 measuring 1 Acre 28 Guntas, Sy.No.46/2 measuring 20.08 Guntas, Sy.No.46/3 measuring 1 Acre 15 Guntas, Sy.No.46/5 measuring 10 Guntas, Sy.No.46/6 measuring 28.08 Guntas, Sy.No.47/2 measuring 1 Acre 28.08 Guntas all properties situated at Sanna Amanikere Village of Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District, total measuring about 49 Acres and 19.08 Guntas had acquired the same under different sale Deeds viz,

- i) Sale deed dated 19-09-2024, registered as document No. DBP-1-08596/2024-25, (stored in central storage system) Book - I registered before the office of the Sub-Registrar Bangalore Rural (Doddaballapura), Bangalore rural district.
- ii) Sale deed dated 19-09-2024, registered as document No. DBP-1-08595/2024-25, (stored in central storage system) Book - I registered before the office of the Sub-Registrar Bangalore Rural (Doddaballapura), Bangalore rural district.
- iii) Sale deed dated 19-09-2024, registered as document No. DBP-1-08599/2024-25, (stored in central storage system) Book - I registered before the office of the Sub-Registrar Bangalore Rural (Doddaballapura), Bangalore rural district.
- iv) Sale deed dated 19/09/2024, registered as document No. DBP-1-08602/2024-25, (stored in central storage system) Book - I registered before the office of the Sub-Registrar Bangalore Rural (Doddaballapura), Bangalore rural district.
- v) Sale deed dated 13/11/2018, registered number allotted on 19/12/2018, registered as document No. DNH-1-08791/2018-19, stored in CD No.DNHD684, Book - I registered before the office of the Sub-Registrar Devanahalli, Bangalore rural district.

- vi) Sale deed dated 19/09/2024, registered as document No. DBP-1-08628/2024-25, (stored in central storage system) Book - I registered before the office of the Sub-Registrar Bangalore Rural (Doddaballapura), Bangalore rural district.
- vii) Sale deed dated 19/09/2024, registered as document No. DBP-1-08592/2024-25, (stored in central storage system) Book - I registered before the office of the Sub-Registrar Bangalore Rural (Doddaballapura), Bangalore rural district.
- viii) Sale deed dated 19/09/2024, registered as document No. DBP-1-08601/2024-25, (stored in central storage system) Book - I registered before the office of the Sub-Registrar Bangalore Rural (Doddaballapura), Bangalore rural district.
- ix) Sale deed dated 13/11/2018, registered number allotted on 19/12/2018, registered as document No. DNH-1-08818/2018-19, stored in CD No.DNHD684, Book - I registered before the office of the Sub-Registrar Devanahalli, Bangalore rural district.
- x) Sale deed dated 19/09/2024, registered as document No. DBP-1-08616/2024-25, (stored in central storage system) Book - I registered before the office of the Sub-Registrar Bangalore Rural (Doddaballapura), Bangalore rural district.
- xi) Sale deed dated 19/09/2024, registered as document No. DBP-1-08593/2024-25, (stored in central storage system) Book - I registered before the office of the Sub-Registrar Bangalore Rural (Doddaballapura), Bangalore rural district.
- xii) Sale deed dated 03/08/2021, registered number allotted on 24/09/2024, registered as document No. DNH-1-11157/2024-25, (stored in central storage system), Book - I registered before the office of the Sub-Registrar Devanahalli, Bangalore rural district.
- xiii) Sale deed dated 19/09/2024, registered as document No. DBP-1-08600/2024-25, (stored in central storage system) Book - I registered before the office of the Sub-Registrar Bangalore Rural (Doddaballapura), Bangalore rural district.
- xiv) Sale deed dated 19/09/2024, registered as document No. DBP-1-08603/2024-25, (stored in central storage system) Book - I registered before the office of the Sub-Registrar Bangalore Rural (Doddaballapura), Bangalore rural district.
- xv) Sale deed dated 23/11/2022, registered number allotted on 05/12/2022, registered as document No. DNH-1-10993/2022-23, stored in CD No.DNHD1686, Book - I registered before the office of the Sub-Registrar Devanahalli, Bangalore rural district.
- xvi) Sale deed dated 19/09/2024, registered as document No. DBP-1-08615/2024-25, (stored in central storage system) Book - I registered before the office of the Sub-Registrar Bangalore Rural (Doddaballapura), Bangalore rural district.
- xvii) Sale deed dated 13/11/2018, registered number allotted on 19/12/2018, registered as document No. DNH-1-08822/2018-19, stored in CD No.DNHD684, Book - I registered before the office of the Sub-Registrar Devanahalli, Bangalore rural district.
- xviii) Sale deed dated 19/09/2024, registered as document No. DBP-1-08594/2024-25, (stored in central storage system) Book - I registered before the office of the Sub-Registrar Bangalore Rural (Doddaballapura), Bangalore rural district.

- xix) Sale deed dated 19/09/2024, registered as document No. DBP-1-08580/2024-25, (stored in central storage system) Book - I registered before the office of the Sub-Registrar Bangalore Rural (Doddaballapura), Bangalore rural district.
- xx) Sale deed dated 19/09/2024, registered as document No. DBP-1-08619/2024-25, (stored in central storage system) Book - I registered before the office of the Sub-Registrar Bangalore Rural (Doddaballapura), Bangalore rural district.

which property is morefully described in the Schedule hereunder and hereinafter referred to as the "**SCHEDULE "A" PROPERTY**".

- B. The Promoter/Vendor represents that it is developing the Larger Property in into a plotted residential development consisting of 2 (Two) phases comprising of plots of different dimensions and sizes along with common areas, common amenities and facilities and project infrastructure. The Phase-I will construct on Schedule A Property and Phase-II will be constructed on property in Sy.No.8 & 6, which is abutting to Schedule A Property. The Phase I and Phase II collectively will be referred as ' **SUMADHURA PANORAMA** ' ("**Project**").
- C. The Promoter/Vendor has obtained the layout plan for the development of the Project on physically available portion of the Schedule A Property, all situated at Sanna Amanikere Village, Kasaba Hobli, Devanahalli Taluk and Bangalore Rural District, *vide* Approval No. BIAAPA/TP/LAO/94/2023-24/24-25 dated 15/11/2024 issued by Bangalore International Airport Area Planning Authority('BIAAPA') the "**Approved Development Plan**", which layout consists of internal roads, pathways and open spaces with services such as water supply system, sewage disposal system, lighting for the common roads etc.
- D. The Promoter/Vendor has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority of Karnataka, and the said Regulatory Authority has registered Project and granted Registration No._____ the Project.
- E. The Promoter/Vendor has informed the Allottee/s/Purchaser/s and the Allottee/s/Purchaser/s is fully aware that the Promoter/Vendor shall construct internal roads in the Schedule 'A' Property as per the Layout Plan sanctioned by BIAAPA, which shall be relinquished by the Promoter/Vendor to the concerned Authority, as when requested by the Authority ('**Internal Road**'). The Allottee/s/Purchaser/s agrees and acknowledges, not to object to such relinquishments of Internal Road to the concerned Authority. Further, the Internal Road, shall also be used by other owners, user and occupiers of the Future Development and Schedule 'A' Property.
- F. The Allottee/s/Purchaser/s has/have been informed and the Allottee/s/Purchaser/s is/are fully aware that the Promoter/Vendor and users/occupies/permitted third parties shall have the un-obstructed right of passage of the Internal Roads of the Project for

accessing the Future Development and the Project.

- G. The Allottee/s/Purchaser/s has/have been furnished with all the details pertaining to the Project and is fully aware and has understood the Disclosures (as defined hereinafter). The Allottee/s/Purchaser/s, after completing title verification of the Schedule 'A' Property and having understood the Layout Plan, Project Specifications (as defined hereinafter) under **Annexure III**, has/have entered into this Agreement.
- H. The Allottee/s/Purchaser/s had applied for a plot in the Project on Booking dated ____ and has been allotted the Plot no. ____ measuring _____ square feet/ Square Meters in the Project know as '**Sumadhura Panorama Phase I**' on the Schedule A-Property which is more particularly described in Schedule 'B' hereto and herein after referred to the "Schedule 'B' Property" or "Plot".
- I. The Promoter/Vendor is fully competent to enter into this Agreement and all legal formalities with respect to the right, title and interest of the Promoter/Vendor regarding the Schedule 'B' Property on which the Project is to be constructed have been completed.
- J. The Allottee/s/Purchaser/s has/have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- K. The Allottee/s/Purchaser/s hereby confirm/s that he/she/they are signing this Agreement after taking advise and with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- L. The Promoter/Vendor, relying on the confirmations, representations and assurances of the Allottee/s/Purchaser/s to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are entering into this Agreement whereby the Promoter/Vendor hereby agrees to sell and the Allottee/s/Purchaser/s hereby agree/s to purchase the Schedule B property or Plot on the terms and conditions contained herein.

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. AGREEMENT FOR SALE:

Subject to the terms and conditions as detailed in this Agreement and in consideration of the Allottee/s/Purchaser/s agreeing to pay the Total Price and complying with the terms herein, the Promoter/Vendor agrees to sell to the Allottee/s/Purchaser/s and the Allottee/s/Purchaser/s hereby agrees to purchase, the Plot which is more fully described in the Schedule "B" hereto.

2. THE TOTAL PRICE FOR THE SCHEDULE 'B' PROPERTY:

2.1. The Total Price for the Schedule 'B' Property is Rs. _____/-
(Rupees _____ Only) as detailed below;

Plot No.	
Cluster	
Plot Area	
Base Plot Cost per Sq.ft	
Base Plot Cost - (A)	
Infrastructure Charges	
Club House Membership Charges including other amenities	
CGST at 9% on Infrastructure Charges & Club House Membership Charges including other amenities	
SGST at 9% Infrastructure Charges and Club House Membership Charges including other amenities	
Total Club House Membership Charges - including other amenities and Infrastructure Charges- (B)	
Total Sale Consideration- (A)+(B)	

2.2. The Total Price above includes the booking amount paid by the Allottee/s to the Promoter towards the cost of Plot.

2.3. The Total Price above includes the cost towards the Project, Project Infrastructure, Common Areas of the Development, cost of providing various common amenities and facilities in Schedule 'A' land. The Project Specifications shall be as per Annexure-III appended herewith. The Allottee/s agrees to pay other consideration/charges/amounts mentioned in Annexure-I attached herewith in terms stated therein in addition to the Total Sale consideration as mentioned above.

2.4. The Promoter/Vendor shall periodically intimate in writing to the Allottee/s, the amount payable as stated in Annexure-II (Payment plan) and the Allottee/s shall make payment demanded by the Promoter within the time and in the manner specified therein.

2.5. The Promoter/Vendor has not collected GST on sale of land value. However, in the event GST becomes applicable on sale of land value as per Law, same shall be notified and shall become payable by the Allottee/s/Purchaser/s.

2.6. The Total Price is escalation-free, save and except increases which the Allottee/s/Purchaser/s hereby agree/s to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in Statutory Payments / charges which may be levied or imposed by

the competent authority from time to time and includes Statutory Payment charged (consisting of tax paid or payable by the Promoter/Vendor by way of Goods and Service Tax (GST), or any other similar taxes which may be levied, in connection with the Project payable by the Promoter/Vendor, by whatever name called) and the same shall be payable by the Allottee/s/Purchaser/s under each installment of payments under the Payment Plan and on or before handing over the possession of the Plot to the Allottee/s/Purchaser/s. Provided that in case there is any change / modification in the taxes and Statutory Payments, the subsequent amount payable by the Allottee/s/Purchaser/s to the Promoter/Vendor shall be increased/reduced based on such change / modification and the Allottee/s/Purchaser/s further agrees that such change would amount to change in the Total Price, which the Allottee/s/Purchaser/s has/have agreed shall bear. The Promoter/Vendor undertakes and agrees that while raising a demand on the Allottee/s/Purchaser/s for increase in development charges, cost/charges imposed by the competent authorities, the Promoter/Vendor shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottees/Purchaser/s, which shall only be applicable on subsequent payments. Provided further that if any increase in the taxes after the expiry of the scheduled date of completion of the Project as per registration with the Karnataka Real Estate Regulatory Authority which shall include the extension of registration, if any, granted to the said Project by the Karnataka Real Estate Regulatory Authority as per the Act, the same shall not be charged from the Allottee/s/Purchaser/s.

- 2.7. The Total Price of the Schedule 'B' Property includes recovery of price of land, development of the Plot as per the Specifications, the Common Areas of the Development and the Project Infrastructure.
- 2.8. The Promoter/Vendor shall be entitled to make the changes in the Project Infrastructure and or Common Areas of the Development in terms of the provision of the Act. Provided that the Promoter/Vendor may make such additions or alterations as may be required under Applicable Law.
- 2.9. Subject to Clause 24.2 the Allottee/s/Purchaser/s agrees and acknowledges, the Allottee/s/Purchaser/s shall have the right mentioned below only on the entire payment of the Total Price as under:
 - i. The Allottee/s/Purchaser/s shall have exclusive ownership of the Plot;
 - ii. The Allottee/s/Purchaser/s shall also have non-exclusive right to use the Common Areas of the Development and Common Amenities and Facilities of the Development along with other Allottee/s/Purchaser/s of the **Sumadhura Panorama project**, without causing any inconvenience or hindrance to them. It is clarified that the Promoter/Vendor has handed over the Common Areas of the Project to the Appropriate Authority after duly

obtaining the completion certificate from the competent authority.

- iii. The Allottee/s/Purchaser/s has/have the right to visit the Project site to assess the extent of development of the Project and his Plot after prior notice to the Promoter/Vendor and in compliance with safety requirements at the Project site.
- 2.10. On the relinquishment of all internal roads of the Project, as per the Layout Plan, the internal roads shall be accessible to all owners, occupiers, tenants of the Project, and Future Development, as per Applicable Law.
- 2.11. The Allottee/s/Purchaser/s agrees not to question or challenge the total price that would be agreed between the Promoter/Vendor and the other allottees in the Project.
- 2.12. The Promoter/Vendor agrees to pay all the applicable ground rent or municipal taxes or other local taxes, or charges for water or electricity, maintenance charges that are due before the handing over of the Plot. The Promoter/Vendor shall pay any mortgage loan and interest on mortgages which would have been taken by the Promoter/Vendor for the Project and issue a NOC at time of issuance of Sale Deed in favour of the Allottees/Purchaser/s.
- 2.13. The Allottee/s/Purchaser/s has/have paid a sum of **Rs. _____/- (Rupees _____ Only)** through the below manner as Booking Amount and Agreement for Sale amount being part payment towards the Total Price of the Schedule 'B' Property.
 - a. A sum of **Rs. _____/- (Rupees _____ Only)** towards Booking amount through online transfer reference No. _____ dated _____ to the promoter.
 - b. A sum of **Rs. _____/- (Rupees _____ Only)** towards Booking amount through online transfer reference No. _____ dated _____ to the promoter.
 - c. A sum of **Rs. _____/- (Rupees _____ Only)** towards Booking amount through online transfer reference No. _____ dated _____ to the promoter.

The receipt of which the Promoter/Vendor hereby acknowledges, and the Allottee/s/Purchaser/s hereby agree/s to pay the remaining of the Total Price of the Schedule 'B' Property as prescribed in the Payment Plan (Annexure-II) and also the Allotte/s agrees to pay other consideration/charges/amounts mentioned in Annexure-I, as may be demanded by the Promoter/Vendor within the time and in the manner specified therein and all the above amount will be charge on the Schedule-B- Property. Provided that

if the Allottee/s/Purchaser/s delays in payment towards any amount which is payable; he shall be liable to pay Interest.

3. **MODE OF PAYMENT:**

- 3.1. The Allottee/s/Purchaser/s shall make all payments, on written demand by the Promoter/Vendor, within the stipulated time as mentioned in the Payment Plan
- 3.2. All payments toward the Sale Consideration shall be made by cheque/demand draft/wire transfer payable in favor of the ' **M/S. SUMADHURA REALTY**' payable at Bengaluru. or as directed by the Promoter to the 'Project Account'.
- 3.3. In case of any dishonour of cheque a sum of Rs.5000 /- (Rupees Five thousand Only) would be debited to the Allottee's account. In cases of demand draft or wire transfer, the collection charges, if any, will be debited to the Allottee's account and credit for the payment made will be given on net credit of the amount of the instalment under the Payment Plan.
- 3.4. Allottee/s/Purchaser/s undertake/s to do Tax Deduction at Source of 1% (one percent) of each instalment payable towards the Plot consideration and the same shall be paid / remitted by the Allottee/s/Purchaser/s as per the provision of Section 194 IA of the Income Tax Act, 1961. The Allottee/s/Purchaser/s shall issue a certificate of deduction of tax in Form 16B to the Promoter/Vendor.
- 3.5. The Allottee/s/Purchaser/s undertakes and assures to make all the Statutory Payments and all payments as per the Payment Plan, in time and without any delay or default.

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

- 4.1. The Allottee/s/Purchaser/s, if resident/s 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/Vendor with such permission, approvals which would enable the Promoter/Vendor 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/Purchaser/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.

- 4.2. The Promoter/Vendor accepts no responsibility in regard to matters specified in clause 4.1 above. The Allottee/s/Purchaser/s shall keep the Promoter/Vendor fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/s/Purchaser/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/s/Purchaser/s to intimate the same in writing to the Promoter/Vendor immediately and comply with necessary formalities if any under the Applicable Laws. The Promoter/Vendor shall not be responsible towards any third-party making payment/remittances on behalf of any Allottee/s/**Purchaser/s** and such third party shall not have any right in the application/allotment of the Plot applied for herein in any way and the Promoter/Vendor shall be issuing the payment receipts in favour of the Allottee/s/Purchaser/s only.

5. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

6. TIME IS ESSENCE:

- 6.1. The Promoter/Vendor shall abide by the time schedule for completing the Project as disclosed in the registration of the Project with the Karnataka Real Estate Regulatory Authority.
- 6.2. The Allottee/s has been made aware and the Allottee/s is fully aware that there are other Allottee/s who would be joining the Scheme and would rely upon the assurance given by the Allottee/s herein for the payment of the instalments set out in the Payment Plan and the Statutory Payments within time and without any delay or default.
- 6.3. The Allottee/s/Purchaser/s is/are fully aware and has agreed that the time of payment of the amounts in terms of the Payment Plan (Annexure-I&II). and each instalment is the essence of this Agreement in order to enable the timely completion of the Project by the Promoter/Vendor and that the default in payments by the Allottee/s/Purchaser/s of the instalments set out in the Payment Plan would affect the entire Development.
- 6.4. Provided that if the Allottee/s delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

7. CONSTRUCTION OF THE PROJECT AND PLOT:

- 7.1. The Allottee/s/Purchaser/s has/have seen the Layout Plan of the Project, the location of the Plot and the Specifications, the Common Areas of the

Development, payment plan and accepted the same. The Allottee/s/Purchaser/s shall strictly abide by the Construction Guidelines executed by the Allottee/s/Purchaser/s in regard to the Plot. The Project has been approved by the competent authority. The Promoter/Vendor shall develop the Project in accordance with the said Layout Plan and Project Specifications. Subject to the terms in this Agreement, the Promoter/Vendor undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws and shall not 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/Vendor shall constitute a material breach of the Agreement.

8. FORCE MAJEURE:

If the performance of the Promoter under this Deed is prevented, restricted or interfered with by any act or condition whatsoever beyond the reasonable control of the Promoter including reasons of fire, flood, storm, accident, war, riots, strike, pandemic, law and order situation, Govt. actions, any statutory order or regulation by competent authority (each such event be called as a "Force Majeure" event), then Promoter will be exempted from performance of its obligations including delivery of the Plot, provided that suffered party within a reasonable period from the date of occurrence of the Force Majeure event, notifies the other regarding occurrence of such Force Majeure event. In the event of occurrence of any Force Majeure event and the Promoter notifies the same to the Allottee/s and to the extent of such event period the delivery of possession will be extended.

9. POSSESSION/REGISTRATION OF THE PLOT:

- 9.1. The Promoter/Vendor agrees that subject to the Allottee/s/Purchaser/s paying all the amounts under this Agreement, timely delivery of possession of the Plot to the Allottee/s/Purchaser/s. The Promoter/Vendor assures to hand over possession of the **Plot on or before 31st December 2027**, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, pandemic, 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/Purchaser/s agree/s and confirm/s that, in the event it becomes impossible for the Promoter/Vendor to implement the Project due to Force Majeure conditions, then this Agreement shall stand terminated and the Promoter/Vendor shall refund to the Allottee/s/Purchaser/s the entire amount received by the Promoter/Vendor from the Allottee/Purchaser/s, other than Statutory Payment - within 60 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/they 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.

- 9.2. Procedure for taking possession- The Promoter/Vendor, upon obtaining the Completion Certificate from the competent authority shall offer the possession of the Plot, to the Allottee/s/Purchaser/s in terms of this Agreement to be taken within **two months** from the date of issue of Completion Certificate, against payment of all the amounts being paid by the Allottee/s/Purchaser/s in terms of the Payment Plan. The Allottee/s, from the date of intimation about the possession, agree(s) to pay the electricity charges, municipal property taxes, maintenance charges at the rate as determined by the Promoter/association of Allottee/s
- 9.3. Failure of Allottee/s/Purchaser/s to take possession of Plot - Upon receiving a written intimation from the Promoter/Vendor, the Allottee/s/Purchaser/s shall take possession of the Plot from the Promoter/Vendor by executing sale deed in favour of the Allottee/s/Purchaser/s, and the Promoter/Vendor shall give possession of the Plot to the Allottee/s/Purchaser/s. In case the Allottee/s/Purchaser/s fails to take registration of the sale deed and possession of the plot within the time provided in clause 9.2, such Allottee/s/Purchaser/s shall continue to be liable to pay maintenance charges and any other taxes or Statutory Payments incurred by the Promoter/Vendor i.e, proportionate municipal taxes for the Common Areas of the Development, municipal taxes for the Plot and the Allottee/s/Purchaser/s agree/s and undertake/s that since the possession is to be taken within two months after the Completion Certificate is issued to the Allottee/s/Purchaser/s, shall from expiry of the aforesaid two month period, whether possession is taken or not, the Allottee/s/Purchaser/s become liable to pay aforesaid charges along with the khata transfer fees, any other charges that are necessary for securing separate assessment for the Plot, Pay the proportionate share of all outgoings and general expenses such as insurance, municipal taxes / expenses, and cesses, electrical and water tax for the Common Areas of the Development. Further if there are any extra costs for maintenance of the Plot and its upkeep, the same shall be borne by the Allottee/s/Purchaser/s proportionately.
- 9.4. Possession by the Allottee/s - After obtaining the occupancy certificate 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, including common areas, to the association of Allottee/s.
- 9.5. The Allottee/s shall bear the Statutory Payments, Khata transfer fees or any other charges that are necessary for securing separate assessment for the Schedule "B" Plot. It is clarified that the Allottee/s shall pay all municipal and

property taxes in respect of the Schedule "B" Plot from the date its assessed separately to property taxes.

- 9.6. Cancellation by Allottee/s – The Allottee/s shall have the right to cancel/withdraw his/her 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 (which is 10% of Total sale consideration), and statutory expenses like taxes paid to the Government authorities. The balance amount of money paid by the Allottee/s shall be returned by the promoter to the Allottee/s against the execution of duly stamped Deed of cancellation of Agreement of sale, within 90 days of such cancellation or the time that the Promoter is able to resell the Plot, to another Allottee/s, whichever is later.
- 9.7. If the Allottee/s has availed loan from any financial institution or the bank, then in that event based on the terms of such loan, all amounts to be refunded to the Allottee/s in terms of clause 9.6 above shall be paid over to the financial institution or the bank against issuance of "no claim certificate" in favour of the Promoter and the Promoter shall also be entitled to receive the original of this Agreement of sale that may have been deposited by the Allottee/s with the bank or any financial institution in addition to Allottee/s executing the duly stamped Deed of cancellation of Agreement of sale.
- 9.8. Compensation – Insurance Company / The Promoter / Vendor, as may be the case 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 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.
- 9.9. **Corpus fund** --The Promoter decided to float a Corpus Fund for the entire Complex which is payable by the ultimate Allottee/s of the residential Plot including the Allottee/s herein and such Corpus Fund is Rs.50/- (Rupees Fifty only) per Sq.Ft of Schedule 'B' property and the Allottee/s herein hereby agrees and undertakes to pay the said interest free Corpus Fund amount to the Promoter of Second party herein at the time of registration of the Schedule 'B' Residential Plot and such fund, which is interest free, will be governed and held initially by the /Promoter herein as a custodian and subsequently by the Association. The arrangement of collection of corpus fund at the time of registration of sale deed is undertaken to enable smooth transition of the fund to the owner's association to be formed to benefit all its members/Residents in managing the residential Layout. The Owners association/residents shall not claim any interest/appreciation of the corpus funds from the promoter. The Association/Society shall be formed by the Promoter for the owners of the Plots. After formation the Association, the Promoter shall transfer the Corpus

Fund to the account of Association, and the Association shall keep the said Corpus Fund in a fixed deposit with any nationalized bank and the interest earned on such fixed deposit from time to time shall be utilized to meet the long term maintenance expenses and capital expenses to be incurred for repairs and replacement of the major items relating to the common amenities, common lawns, gates, laying of roads/driveways, pipelines etc. and if at any point of time interest generated/earned on the Corpus Fund is not sufficient to meet such expenditure, the residue/deficit required shall be contributed by all the owners/occupants in the layout in the same proportion in which they contribute the monthly maintenance charges.

9.10. It is further agreed by the Allottee/s/Purchaser/s, that once the Allottee/s/Purchaser/s take/s possession of the Plot and after handing over of the Common Areas of the Development, and the Project Infrastructure, the Allottee/s/Purchaser/s shall use the same in a prudent manner and shall not in any manner undertake any of the following, which if undertaken by the Allottee/s/Purchaser/s, would exclude the liability of the Promoter/Vendor under the provision of clause 24 below:-

9.10.1. Any structural changes or alterations / changes to the original specification of the Common Areas of Development, and the Project Infrastructure.

9.10.2. Using the Common Areas of Development and the Project Infrastructure other than for its intended purpose.

10. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER/VENDOR:

10.1. The Promoter/Vendor hereby represents and warrants to the Allottee/s/Purchaser/s as follows:

- (i) The Promoter/Vendor has absolute, clear and marketable title with respect to the Schedule 'A' Property, the requisite rights to carry out development upon the Schedule 'A' Property and absolute, actual, physical and legal possession of the Schedule 'A' Property for the Project.
- (ii) The Promoter/Vendor has lawful rights and requisite approvals from the competent authorities to carry out development of the Project.
- (iii) There are no encumbrances upon the Schedule 'A' Property or the Project.
- (iv) There are no litigations pending before any Court of law or authority with respect to the Schedule 'A' Property, Project or the Plot.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project are valid and subsisting and have been obtained by following due process of law. Further, the Promoter/Vendor has been and shall, at all times, remain to be in

compliance with all Applicable Laws in relation to the Project.

- (vi) The Promoter/Vendor 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/Purchaser/s created herein, may prejudicially be affected.
- (vii) The Promoter/Vendor 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 Schedule 'B' Property which will, in any manner, affect the rights of Allottee/s/Purchaser/s under this Agreement.
- (viii) The Promoter/Vendor confirms that the Promoter/Vendor is not restricted in any manner whatsoever from selling the Schedule 'B' Property to the Allottee/s/Purchaser/s in the manner contemplated in this Agreement.
- (ix) At the time of execution of the Conveyance Deed, the Promoter/Vendor shall handover lawful, vacant, peaceful, physical possession of the Plot to the Allottee/s/Purchaser/s and the maintenance of Common Areas of the Development to the Association of Owners as per the Act
- (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/Vendor 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 for the Project has been issued and possession of Plot taken, whichever is earlier.
- (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) has been received by or served upon the Promoter/Vendor in respect of the Schedule 'A' Property and/or the Project

11. RIGHT OF THE PROMOTER/VENDOR TO DEVELOP THE PROJECT, AND THE COMMON AREAS OF THE DEVELOPMENT AND THE PROJECT INFRASTRUCTURE:

11.1. The Allottee/s/Purchaser/s agree/s that the Promoter/Vendor shall have an

unobstructed right without hindrance, to progress the construction of the Project and all the Common Areas of the Project and the Project Infrastructure.

- 11.2. The Allottee/s/Purchaser/s agree/s that the Promoter/Vendor shall be entitled to free and un-interrupted access, at any point of time in any part of the Schedule 'A' Property, for the development of the Project.
- 11.3. The Allottee/s/Purchaser/s is/are fully aware that the Promoter/Vendor will be developing the Project and developing the plots, from time to time but within the period specified in Clause 9.1. The Allottee/s/Purchaser/s has/have assured and agreed that Allottee/s/Purchaser/s shall have no objection to the Promoter/Vendor completing the other parts of the Project within the period specified in Clause 9.1 even if the Allottee/s/Purchaser/s has/have taken possession of the Plot.

12. RIGHT OF THE PROMOTER/VENDOR TO DEVELOP THE FUTURE DEVELOPMENT:

- 12.1. The Allottee/s/Purchaser/s is/are fully aware that the Promoter/Vendor shall have an unobstructed right without any hindrance, to construct and develop the Future Development using the Internal Roads of the Project and the Allottee/s/Purchaser/s agrees and undertakes not to obstruct the same under any circumstances.
- 12.2. The Allottee/s/Purchaser/s is/are fully aware that the Promoter/Vendor has the absolute right to develop and construct either a residential or commercial or institutional or retail project on the Future Development, with the right to add additional lands to the Future Development. The Allottee/s/Purchaser/s has/have assured and agreed that Allottee/s/Purchaser/s shall have no objection to the Promoter/Vendor constructing on remaining Future Development even if the Allottee/s/Purchaser/s has/have taken possession of the Schedule 'B' Property.
- 12.3. The Promoter/Vendor shall have un-restricted and un-hindered, right to add to, join, connect, or attach with, and to enlarge or reduce the Future Development. The Promoter/Vendor has un-restricted and un-hindered, rights to undertake any kind of permissible development activities in the Future Development.
- 12.4. Promoter i.e, M/s. SUMADHURA REALTY, has no control on all the developments that may exist or take place in future whatsoever in adjoining property of the project.
Allottee/s/Purchaser/s hereby give/s consent for the same and shall not raise any objection in respect of aforesaid.

13. REPRESENTATIONS WARRANTIES ASSURANCES COVENANTS AND CONFIRMATION OF THE ALLOTTEE/S/PURCHASER/S:

The Allottee/s/Purchaser/s acknowledge/s that the Promoter/Vendor has entered into

this Agreement, based on the representations, warranties, assurances and confirmation of the Allottee/s/Purchaser/s set out below:

- 13.1. The Allottee/s/Purchaser/s has/have the power to enter and perform this Agreement and upon execution, this Agreement, would constitute legal, valid and binding obligations on the Allottee/s/Purchaser/s.
- 13.2. That the Allottee/s shall not be entitled to claim conveyance of the Schedule "B" Property until the Allottee/s fulfils and performs all the obligations and completes all payments under this Agreement and until completion of the Project.
- 13.3. The Allottee/s/Purchaser/s confirm/s and acknowledge/s that the Allottee/s/Purchaser/s has/have has verified the title of the Owners to the Schedule "A" Property and the Layout Plan and the Allottee/s/Purchaser/s after being satisfied with the title of the Promoter/Vendor to the Schedule 'A' Property and the Promoter/Vendor's right to develop Schedule 'A' Property, has/have entered into this Agreement. The Allottee/s is satisfied with all representations and disclosures made by the Promoter concerning the Project and this Agreement constitutes complete understanding arrived at between the Promoter and the Allottee/s and there are no other representation whether oral or otherwise. The Allottee/s hereby undertakes that he/ she shall comply with and carry out from time to time after he/ she has taken over for occupation and use the Schedule "B" Plot, all the requirements, requisitions, demands which are required by any Authority in respect of the Schedule "B" Plot at his/her own cost and expenses.
- 13.4. Allottee/s/Purchaser/s has/have entered into this Agreement with the full knowledge of all laws, rules, regulations, notifications applicable to the Project. That the Allottee/s/Purchaser/s hereby undertake/s that he/she/they shall comply with and carry out from time to time after he/she has/have taken over the Plot, all the requirements, requisitions, demands which are required by any authority in respect of the Plot at his/her/their own cost.
- 13.5. The Allottee/s/Purchaser/s is/are aware and has/have agreed and given their no objection that the Common Areas once they are completed be available for use to all allottees of the Project.
- 13.6. That the Total Price agreed herein is based on the mutual negotiations between the Allottee/s/Purchaser/s and the Promoter/Vendor, and the Allottee/s/Purchaser/s shall have no right to renegotiate on the Total Price in comparison with the other Allottee/s/Purchaser/s of the plots in the Project for any reason whatsoever. The Promoter is completely free to agree to fix any other sale consideration with other buyers Plot in the Project.
- 13.7. That the Allottee/s and the Plot Owners Association/sub-committee shall take over the maintenance of the Project in terms of this Agreement.

- 13.8. The Allottee/s/Purchaser/s and other owners of the plots undertake to join the Association of Owners formed by the Promoter/Vendor.
- 13.9. The Allottee/s/Purchaser/s shall not alter or modify the entry and exit points of Plot as provided by the Promoter/Vendor, at any time.
- 13.10. The Allottee/s/Purchaser/s shall comply with the Construction Guidelines as provided by the Promoter/Vendor and agreed to be the Allottee/s/Purchaser/s.
- 13.11. That the Allottee/s/Purchaser/s and the Association of Owners shall take over the maintenance of the Project in terms of Clause 19 of this Agreement.
- 13.12. That after Project is handed over to the Association of Owners, the Promoter/Vendor shall not be responsible for any consequence or liability on account of failure, negligence, act or omission, obstruction, alteration, modification, restraint or improper use by any or all the owners, service providers or their agents with regards to the Project Infrastructure. The Allottee/s/Purchaser/s with the other owners shall ensure that periodical inspections of all Project Infrastructure are done to ensure proper functioning thereof.
- 13.13. The Allottee/s/Purchaser/s covenant/s that the Allottee/s/Purchaser/s shall have the rights and be bound and liable to comply with the obligations set out under the Rights and Obligations.
- 13.14. That the Allottee/s/Purchaser/s shall not have any right, at any time whatsoever, to obstruct or hinder the progress of the development on the remaining land of the Future Development
- 13.15. That the Allottee's rights under this Agreement are confined to the Plot and the Allottee/s/Purchaser/s shall not have any right in any other part of the Project.
- 13.16. That the Allottee/s/Purchaser/s is/are fully aware and undertakes that the Allottee/s/Purchaser/s or anyone claiming through the Allottee/s/Purchaser/s shall not bifurcate the Schedule 'B' Property and this covenant runs along with the land.
- 13.17. That any time after the sale of the Schedule 'B' Property, if the Allottee/s/Purchaser/s lease or sell it to any third party, the Allottee/s/Purchaser/s has/have to intimate the same in advance with the details of the transferee / buyer / lessee and ensure that the entire sum of money, if any due to the Association of Owners, is cleared before the said lease or transfer. Further, it shall be the obligation of the Allottee/s/Purchaser/s to bind the transferee to the obligations of the Allottee/s/Purchaser/s under this Agreement and the Sale Deed in relation to the rest of the owners and the Association of

Owners. Such new Allottee/s/Purchaser/s shall join the Association of Owner/s.

- 13.18. That the Allottee/s/Purchaser/s shall not put up any periphery compound wall to the Schedule 'B' Property, save and except as per design and Specifications as provided by the Promoter/Vendor.
- 13.19. The Allottee/s/Purchaser/s agree/s not to alter or subscribe to the alteration of the name of the Project known as, "**Sumadhura Panorama**", it being acknowledged that neither the Allottee/s/Purchaser/s nor other owners of plots within the Project have any right to seek such change. The Promoter/Vendor will be entitled to make the change to the name.
- 13.20. The Allottee/s/Purchaser/s is/are fully aware of and accepts all the terms of the Disclosures.
- 13.21. All construction related works on the Plot by the Allottee/s/Purchaser/s can be taken up only after handing over possession of the Schedule 'B' Property to the Allottee/s/Purchaser/s by the Promoter/Vendor. The Promoter/Vendor does not owe any responsibility for any breakage's damages caused to any part of the Project due to construction work of the Allottee/s/Purchaser/s. The Promoter/Vendor is not answerable to any kind of thefts, pilferage, etc., during such construction work. The Allottee/s/Purchaser/s will be required to deposit refundable deposits being the caution amounts during the construction based on the norms fixed by the Promoter/Vendor and thereafter the Association of Owners.
- 13.22. The Parties agree that any default by the Allottee/s/Purchaser/s in complying with the payment obligations stipulated in this Agreement would constitute sufficient reason/cause for the Promoter/Vendor to terminate this Agreement and in which case the provisions for termination under Clause 24.3 would follow immediately.
- 13.23. The Allottee/s/Purchaser/s covenants that the Allottee/s/Purchaser/s shall comply with all the rules and regulations pertaining to Common Areas of the Development and the Project Infrastructure and the Project as a whole.
- 13.24. The Allottee/s/Purchaser/s shall be solely responsible to keep the Plot in clean condition at his/her own cost, so as to support and protect the parts of the Project, and to carry out any Plot related works as may be required by the Association of Owners.
- 13.25. The Allottee/s/Purchaser/s agrees that all the above covenants and assurances of the Allottee/s/Purchaser/s shall continue up to the date of execution of the Sale Deed and shall be repeated under the Sale Deed and continue thereafter.
- 13.26. The Allottee/s/Purchaser/s hereby covenants that it shall not raise any

objections against inclusions/exclusions of any additional lands into the Future Development, and/or any type of construction being made in the Future Development and the Promoter/Vendor shall be entitled to make any type of legally permissible construction/ Development in the Future Development

- 13.27. The Allottee/s/ Purchaser/s hereby covenant/s with the Promoter/Vendor that the rights and entitlements of the Allottee/s/ Purchaser/s is/are limited only to the said Project. The Allottee/s/Purchaser/s has/have no rights or entitlements in Future Development. Further, Allottee/s/Purchaser/s covenants with the Promoter/Vendor that the development rights of the said Future Development shall at all times remain with the Promoter/Vendor only and the Promotor (including its assignees if any) shall be entitled to undertake construction and develop of the same in the manner it desires, and the Allottee/s/Purchaser/s shall not raise any objection and shall extend all the co- operation to the Promotor for the same.

14. CONVEYANCE AND DELAY IN TAKING CONVEYANCE:

- 14.1. The Promoter/Vendor, on receipt of Total Price of the Plot as per Clause 2.1 under the Agreement, and other amounts mentioned in Annexure-I &II from the Allottee/s/Purchaser/s, and the Interest outstanding in terms of Clause 24.2.1 below, shall execute a Conveyance Deed and convey the absolute right, title and interest of the Schedule 'B' Property in favour of the Allottee/s/Purchaser/s within 2 months from the date of issuance of the Completion Certificate. However, in case the Allottee/s/Purchaser/s has/have paid the Total Price but fails to deposit the stamp duty and / or registration charges within the period mentioned in the notice by the Promoter/Vendor, the Allottee/s/Purchaser/s authorizes the Promoter/Vendor to withhold registration of the Conveyance Deed in his/her favour till payment of stamp duty and registration charges to the Promoter/Vendor is made by the Allottee/s/Purchaser/s. The Allottee/s/Purchaser/s shall not be entitled to claim conveyance of the Schedule 'B' Property until the Allottee/s/Purchaser/s fulfils and performs all the obligations and completes all payments under this Agreement. The Promoter/Vendor shall handover a copy of the Completion Certificate to the Allottee/s/Purchaser/s at the time of the conveyance.
- 14.2. The Allottee/s/Purchaser/s agrees and undertakes that after the execution of the Conveyance Deed, the Allottee/s/Purchaser/s shall not object to the construction of the remaining part of the Project including plots for sale to other allottees.
- 14.3. The Allottee/s/Purchaser/s undertakes that the Allottee/s/Purchaser/s, shall come forward to take conveyance of the Schedule 'B' Property, on the Promoter/Vendor having informed the Allottee/s/Purchaser/s in terms of clause 9.2 above. If the Allottee/s/Purchaser/s fails to come forward to take the conveyance, the Promoter/Vendor shall not be liable for any increase in stamp duty, registration charges or upkeep of the Plot.

15. **NATURE OF RIGHT OF USAGE:**

15.1. That the Schedule 'B' Property shall be used only for construction of a single dwelling house and to be used only as a private residence and shall not be put to use for any kind of commercial or semi commercial activities or multi-dwelling Apartment building. Any breach of this covenant will entitle the Promoter/Vendor and or the Association of Owners to take injunctive reliefs against the Allottee/s/Purchaser/s. The Allottee/s/Purchaser/s has/have agreed that the restriction placed under this clause is a reasonable restriction and shall run along with the land in the Schedule 'B' Property.

15.2. All the Common Area of the Development shall be for non-exclusive use and will be based on the rules and regulations provided by the Promoter/Vendor and thereafter by the Association of Owners and as provided herein.

16. **RIGHT TO ENTER THE PLOT FOR REPAIRS:**

The Promoter/Vendor /maintenance agency /Association of Owners shall have rights of unrestricted access of all Common Areas of the Development, for providing necessary maintenance services and the Allottee/s/Purchaser/s agrees to permit the Association of Owners and/or maintenance agency to enter into the Plot or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

17. **ASSIGNMENT:**

The Allottee/s/Purchaser/s hereby agrees and confirms that this Agreement is not transferable / assignable to any other third party or entity except with written consent of the Promoter/Vendor and on the payment of up to 4% of the total sale consideration plus applicable taxes to the Promoter/Vendor as a transfer fee. However, this clause would not be applicable in case of any assignment made to and between the family members i.e., father, mother, brother, sister, son, daughter, husband and wife.

18. **ASSOCIATION OF OWNERS:**

18.1. The Promoter shall form an Association of Plot Owners, within three months from the date on which the occupation certificate in respect of such project is issued and a minimum of fifty per cent of the total Allottee/s in the Project have taken possession and the Promoter has received the full consideration from such Allottee/s. All the Allottee/s on payment of full consideration and getting execution of conveyance deed shall become members of such Association of Plot Owners formed by the Promoter.

18.2. The Allottee/s/Purchaser/s undertakes to join the Association of Owners that has been formed by the Promoter/Vendor, along with other owners of **SUMADHURA PANORAMA**. The Allottee/s/Purchaser/s, agree and acknowledge that the Association of Owners shall be common for the Project Sumadhura Phase I & II. The Project shall be governed by the rules and

regulations prescribed by the Association of Owners. All the present or future owners, tenants, guests and licensees or their employees, or any other person who is lawfully entitled to use the Plot, in any manner whatsoever, or visiting the Project or any part thereof on behalf the Plot owner or invitee of the Plot owner, shall be subject to such rules and regulations. The mere acquisition, rental, or taking on license the Plot or the mere act of occupancy of the Plot, or visiting the Plot, shall signify that the rules are accepted and binding, ratified and will be complied with by the acquirer, tenant or licensee. The Allottee/s/Purchaser/s shall also observe and abide by all the Bye-Laws, Rules and Regulations prescribed by the municipality or State / Central Government Authority, in regard to ownership or enjoyment of Plot apart from the rules and regulations of the Association of Owners. All sums assessed by the Association of Owners for the Project shall be paid by the Allottee/s/Purchaser/s in terms of the rules and regulations of the Association of Owners.

- 18.3. The Allottee/s/Purchaser/s along with the Conveyance Deed will also execute requisite documentation to become a member of the Association of Owners.

19. MAINTENANCE OF THE PLOT / PROJECT:

- 19.1. The Allottee/s shall, from the date the Schedule "B" property being ready for occupation, whether possession of the same is taken or not, shall pay proportionate share of all outgoings and maintenance costs and general expenses such as project infrastructures, municipal taxes/expenses, and cesses, electrical and all other maintenance charges of the Common Areas of the Project and Common Amenities in the Project as determined by the Promoter / Promoter appointed Agency and/or Association of Plot Owners.
- 19.2. The Allottee/s shall also observe and abide by all the Rules and Regulations prescribed by the Municipality or State/Central Government Authority, in regard to ownership or enjoyment of Schedule "B" property apart from the rules and regulations of the Association.
- 19.3. The Allottee/s/Purchaser/s shall, after taking possession, be solely responsible to maintain the Plot at his/her own cost, in good condition and keep the Plot, in good and tenable condition and maintain the same in a fit and proper condition. The Allottee/s/Purchaser/s shall not do or suffer to be done anything in or to the Project, or the Plot, which may be in violation of any laws or rules of any authority.
- 19.4. The Promoter or the agency appointed by the Promoter will be the exclusive maintenance service provider for the maintenance to be provided to the Common Areas, the Common Amenities and Facilities of the Project until it is handed over to the Association of Plot Owners. The charges for such services and maintenance shall be paid by the Allottee/s and other owners of the Project

as mentioned in Annexure-I. The Allottee/s and other owners of the Plot in the Project shall not make arrangements with any outside agency other than as defined in this Agreement till the completion of the Defect Liability Period of the Project.

- 19.5. The Allottee/s/Purchaser/s shall be responsible to maintain the open area / lawn of the Schedule 'B' Property. It will be the sole responsibility of the Allottee/s/Purchaser/s to keep the Schedule 'B' Property clean and free of weeds and unnecessary vegetation.
- 19.6. The Allottee/s/Purchaser/s further undertakes, assures and guarantees that he/she would not put any signboard / name-plate, neon light, publicity material or advertisement material etc. anywhere on the Plot or the Development, plots therein or Common Areas of the Development. The Allottee/s/Purchaser/s shall also not change the name of the Development, the colour scheme or carry out any change in the design to any of the Common Areas of the Development. Further the Allottee/s/Purchaser/s shall not store any hazardous or combustible goods in the Plot.
- 19.7. The Allottee/s/Purchaser/s shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter/Vendor and thereafter the Association of Owners and/or maintenance agency appointed by Association of Owners. The Allottee/s/Purchaser/s shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 19.8. The refundable Corpus deposit as per the payment plan for the Plot paid by the Allottee/s/Purchaser/s shall be transferred to the Owner's Association on handing over of maintenance of the development. The Allottee/s/Purchaser/s shall not be entitled to seek refund of Corpus Deposit payable by the Allottee/s/Purchaser/s.

20. PROMOTER/VENDOR CREATE A CHARGE:

Notwithstanding any other term of this Agreement, the Allottee hereby authorizes and permits the Promoter to raise finance/loan from any institution / company / bank by any mode or manner by way of charge/mortgage/securitization of the Project / or the land underneath or the receivables, subject to the condition that the plot shall be made free from all encumbrances at the time of execution of the Sale Deed in favour of the Allottee(s). The Allottee shall be informed about the same at the time of agreement.

21. 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 30 (thirty) days from the

date of receipt of the draft of this Agreement to Sell by the Allottee/s. 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/s, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 30 (Thirty) 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.

22. PROTECTION OF INTELLECTUAL PROPERTY RIGHTS:

The Allottee/s/Purchaser/s is/are fully aware and acknowledges, understands and agrees that the logo, the mark and all Intellectual Property Rights with regards to “**Sumadhura Panorama**” is the sole and exclusive property of the Promoter/Vendor and the Promoter/Vendor has all the rights thereto and any use of the same without any limitation whatsoever and in any shape or form or in any manner whatsoever by the Allottee/s/Purchaser/s or any other person, is expressly prohibited and only the Promoter/Vendor is entitled to the same and to use the same in any form, manner, for any products, and to exploit the same. On violation of this clause by the Allottee/s/Purchaser/s in any manner, the Promoter/Vendor, apart from seeking injunctive relief will also be entitled to be compensated fully including all cost, charges and expenses incurred by the Promoter/Vendor in protecting its intellectual property rights.

23. DEFECT LIABILITY PERIOD:

It is agreed that subject to Clause 8.6 in case any structural defect or any other defect in workmanship pertaining to the Common Areas of the Development or the Project Infrastructure which is brought to the notice of the Promoter/Vendor within a period of 5 (five) years from the date of expiry of two months from the Completion Certificate, the Promoter/Vendor will take up the rectification of such defects without any charge, in the manner as provided under the Act.

24. EVENTS OF DEFAULTS AND CONSEQUENCES:

24.1. Subject to there being no Force Majeure event, the Promoter/Vendor shall be considered under a condition of default, in the following events:

- 24.1.1. Promoter/Vendor fails to notify the Allottee/s/Purchaser/s to take possession of the Plot under this Agreement with Completion Certificate, within the time period specified in clause 8.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Karnataka Real Estate Regulatory Authority.
- 24.1.2. Discontinuance of the Promoter/Vendor’s business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the Rules made thereunder.

- 24.2. The Allottee/s/Purchaser/s shall be in default of this Agreement, on the occurrence of the following events:
- 24.2.1. In case the Allottee/s/Purchaser/s fails to make payments of any instalment the Promoter/Vendor shall give two consecutive notices as under:
- 24.2.1.1. Promoter/Vendor will notify the Allottee/s/Purchaser/s of such default and demand payment of that instalment with Interest thereon to be paid within 15 days.
- 24.2.1.2. In case the Allottee/s/Purchaser/s fails to make the payment of the instalment with Interest thereof as stated above within the said 15 days the Promoter/Vendor will give another 15 days to pay the instalment due with Interest thereon from the due date till the date of actual payment.
- 24.3. In case the Allottee/s/Purchaser/s despite the two notices, fails to pay the instalments with Interest thereon, the Promoter/Vendor by giving 30 days' notice, may cancel this Agreement and this Agreement shall thereupon stand terminated, and the Promoter/Vendor will be entitled to deal with the Schedule 'B' Property. The Promoter/Vendor will refund the money paid to it by the Allottee/s/Purchaser/s after deducting the Booking Amount (which is 10% of Total sale consideration), and statutory expenses like taxes paid to the Government authorities and this Agreement shall thereupon stand terminated. The balance amount of money payable to the Allottee/s shall be returned by the Promoter against the execution of duly stamped Deed of cancellation of Agreement of sale, to the Allottee within 90 days of such cancellation or the time that the Promoter is able to resell the Plot, to another Allottee/s, whichever is later.
- 24.4. If the Allottee/s/Purchaser/s has/have taken Plot loan facility from any financial institution or bank, then in that event based on the terms of such loan, the amounts that the Allottee/s/Purchaser/s would be entitled to in terms of Clauses 24.3 above, would be handed over to the financial institution or the bank against (a) the bank / financial institution forthwith issuing a "no dues certificate" in favour of the Promoter/Vendor, (b) hand over the original of this Agreement that may be deposited with the financial institution or bank by the Allottee/s/Purchaser/s and (c) the Allottee/s/Purchaser/s having executed a cancellation agreement for termination of this Agreement and registration thereof if this Agreement is registered.
- 24.5. On issuance of any termination notice under this Agreement, the Promoter/Vendor shall be entitled to deal with the Schedule 'B' Property and be released and discharged from all its obligations and liabilities under this Agreement.

25. CANCELLATION BY ALLOTTEE/S/PURCHASER/S: -

25.1. The Allottee/s/Purchaser/s shall have the right to cancel/withdraw his allotment in the Project as provided in the Act.

25.2. Where the Allottee/s/Purchaser/s proposes to cancel/withdraw from the Project without any fault of the Promoter/Vendor, the Promoter/Vendor herein is entitled to forfeit the Booking Amount paid for the allotment. The balance amount of money paid by the Allottee/s/Purchaser/s excluding Statutory Payments shall be returned by the Promoter/Vendor to the Allottee/s/Purchaser/s within 90 days of such cancellation against the Allottee/s/Purchaser/s having executed a cancellation agreement for termination of this Agreement and registration thereof, if this Agreement is registered.

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 E-mail/Registered Post at their respective addresses specified below:

(a) In the case of notices and other communications to the Promoter/Vendor:

Address : **M/S.SUMADHURA REALTY**
Office at, Third Floor, Sy.No.108/2, Millenia
Building, 1st Main MSR Layout, Munnekollala
Village, Marathahalli, Outer Ring Road, Bangalore
- 560 037.

Email :legal@sumadhuragroup.com

(b) In the case of notices and other communications to the

Allottee/s/Purchaser/s: Address :

Attention : Mr.

Email :

(c) 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.

[That in case there are joint Allottees/Purchaser/s all communications shall be sent by the Promoter/Vendor to the Allottee/s/Purchaser/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/Purchaser/s]

27. DISCLOSURES:

The Allottee/s acknowledges and confirms that the Promoter have made following disclosures to the Allottee/s and the Allottee/s has reviewed all of them and after having understood the implication thereof has entered into this Agreement and the Allottee/s has agreed to all of the Disclosures and the Allottee/s, expressly grants its consent and no objection to the Promoter to undertake every action as per Disclosures.

- (i) The Allottee/s/Purchaser/s is/are informed and fully aware that the common amenities and facilities shall be used by the Allottee/s/Purchaser/s in common with Plot owners of Sumadhura Panorama Phase I & II.
- (ii) The Common Areas in the Development on being handed over to the Association of Owners of **Sumadhura Panorama** or Appropriate Authority.
- (iii) That, the Common Areas of the Development and Project Infrastructure shall be used by the Allottee/s//Purchaser/s s in common with owners of Sumadhura Panorama the Project and on the terms and conditions provided in the rules and regulations formulated by the Promoter/Vendor and / or the Association of Owners.
- (iv) That, Promoter/ Vendor will relinquish portion of the Schedule A Property to the concerned Authority, towards the Internal Roads of the Project, as per the Layout Plan .
- (v) That, on the completion of the Project, the Promoter/Vendor shall hand over the area reserved for civic amenities site, parks and open spaces, public utilities and roads to the Appropriate Authority and/or the Association of Owners of the as per Applicable Law.
- (vi) The Promoter/Vendor has informed the Allottee/s/Purchaser/s and the Allottee/s/Purchaser/s is/are fully aware that the Internal Roads passing through the Schedule 'A' Property will be required to be relinquished to the competent Authority, and the Allottee/s/Purchaser/s has/have no objection to the same.
- (vii) The '**Sumadhura Panorama**' Phase-I and Phase-II of the Project have different timelines for the completion and handing over the possession.
- (viii) that, the Schedule 'B' Plot can be used in terms of the rules and regulations formulated by the Promoter and/or the Association of Plot

Owners as well as the terms set out in the Bye Laws of the Association. The Plot Owners Association will be common for all the residents of '**Sumadhura Panoramaa**' Phase I and Phase II.

- (ix) The Promoter/Vendor has informed the Allottee/s/Purchaser/s and the Allottee/s/Purchaser/s is/are fully aware and has/have agreed that the Plot can be used only for residential purposes and in terms of the rules and regulation formulated by the Promoter/Vendor and / or the Association of Owners.
- (x) The Promoter has no control on the developments that may exist or take place in future whatsoever, in adjoining and surrounding properties of the project.
- (xi) that, the Common Amenities and Facilities and the Common Areas in the Project will be have to be maintained by the Association of Allottees of the Project in common irrespective of the location of such Common Area and the Common Amenities and Facilities in the Project. The Clubhouse is built on the space reserved for civic amenities and the said area is part of the common area of all the Plots.

27.1. MISCELLANEOUS: -

- (a) **Provisions of this Agreement Applicable on Allottee/s/Purchaser/s or Subsequent Allottee/s/Purchaser/s:**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained in this Agreement and the obligations arising hereunder in respect of the Schedule 'B' Property shall equally be applicable to and enforceable against and by any subsequent Allottee/s/Purchaser/s of the Plot, pursuant to the assignment that would be permitted in terms of clause 17 above for all intents and purposes.

- (b) **Severability:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 there under 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.

- (c) **Amendment:**

No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereto or any rights arising here from shall be valid

or binding unless made in writing and duly executed by both Parties..

(d) **Waiver:-**

The Promoter/Vendor may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive any of the breach by the Allottee/s/Purchaser/s in not making payments as per the Payment Plan including waiving the payment of Interest for delayed payment. Any such waiver of either a breach or payment of Interest shall not be construed to be a precedent and /or binding on the Promoter/Vendor to exercise such discretion in the case of other Allottee/s/Purchaser/s. Any one of the breach being waived under this clause shall not be construed to be a waiver of the Promoter/Vendor's right to terminate this Agreement for any subsequent breach of the Allottee/s/Purchaser/s in payment of the subsequent instalment under the Payment Plan:

(e) **Entirety:**

This Agreement, along with its recitals, schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, application for allotment, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Schedule 'B' Property.

(f) **Stamp Duty, Registration Charges, etc.,:**

(g) The stamp duty payable for this Agreement, shall be borne by the Allottee/s/Purchaser/s exclusively. The Promoter/Vendor shall have no liability in this respect thereto.

(ii) The stamp duty and registration fee or any demands for deficit prevailing on the date of registration of the Conveyance Deed, shall be borne by the Allottee/s/Purchaser/s exclusively. The Promoter/Vendor shall have no liability in respect thereto. The Allottee/s/Purchaser/s shall be solely responsible and liable for compliance of the provisions of Karnataka Stamp Act, 1957, including any actions taken or deficiencies / penalties imposed by the appropriate authority.

28. **FURTHER ASSURANCES:**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition 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.

29. **DISPUTE RESOLUTION.**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms

thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

30. GOVERNING LAW AND JURISDICTION:

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.

31. CUSTODY:

This Agreement is prepared in one set. original will be with the Allottee/s/Purchaser/s and photocopy will be with the Promotor.

SCHEDULE – A

(Description of the Schedule ‘A’ Property on which the Project is being developed)

All that piece and parcel of converted lands bearing Survey Nos. 17/2 measuring 1 Acre 30 Guntas, Sy.No.18/1 measuring 2 Acres 12 Guntas, Sy.No.18/2 measuring 1 Acre 6 Guntas, Sy.No. 20/1 measuring 1 Acre 12.08 Guntas, Sy.No.20/2 measuring 1 Acre 12.08 Guntas, Sy.No.20/3 measuring 1 Acre 12.08 Guntas, Sy.No.20/4 measuring 1 Acre 12.08 Guntas, Sy.No.21 measuring 3 Acres 7 Guntas, Sy.No.23/1 measuring 1 Acre 0.12 Guntas, Sy.No.23/2 measuring 1 Acre 7 Guntas, Sy.No.23/3 measuring 1 Acre 21 Guntas, Sy.No.23/4 measuring 14.04 Guntas, Sy.No.24/1 measuring 1 Acre 4.12 Guntas, Sy.No.24/2 measuring 2 Acre 26 Guntas, Sy.No.24/4 measuring 2 Acre 21 Guntas, Sy.No.26/1, measuring 1 Acre 21 Guntas, Sy.No.26/2 measuring 1 Acre 16 Guntas, Sy.No.26/4 measuring 1 Acre 18 Guntas, Sy.No.27/1 measuring 3 Acre 26 Guntas, Sy.No.27/2 measuring 12.08 Guntas, Sy.No.27/3 measuring 1 Acre 1.04 Guntas, Sy.No.27/4 measuring 1 Acre 1.04 Guntas, Sy.No. 28/1 measuring 2 Acre 10 Guntas, Sy.No.28/2 measuring 2 Acre 16 Guntas, Sy.No.29/3 measuring 1 Acre 19 Guntas, Sy.No.29/2 measuring 3 Acres, Sy.No.46/1 measuring 1 Acre 28 Guntas, Sy.No.46/2 measuring 20.08 Guntas, Sy.No.46/3 measuring 1 Acre 15 Guntas, Sy.No.46/5 measuring 10 Guntas, Sy.No.46/6 measuring 28.08 Guntas, Sy.No.47/2 measuring 1 Acre 28.08 Guntas total measuring about 49 Acres and 19.08 Guntas, all situated at Sanna Amanikere Village of Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District.

SCHEDULE - B

(Description of the Plot agreed to be sold)

All that piece and parcel of facing Plot bearing No... measuring East to West: _____ Mtr, and North to South: _____ Mtr, totally measuring _____ Sq. Mtrs. Or _____ Sq.ft. being a portion of the Schedule A

Property and bound by.

On the East	
On the West	
On the North	
On the South	

SCHEDULE 'C'
RIGHTS OF THE ALLOTTEE/S/PURCHASER/S

The Allottee/s/Purchaser/s shall have the following rights in respect of Schedule 'B' Property:

- 1) The right to use the Schedule 'B' Property by the Allottee/s/Purchaser/s for construction of only residential house, without any violation the plans which are approved by the planning authority.
- 2) The right of uninterrupted passage of water, electricity, sewerage, etc., from and to the Plot 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 Project or any part thereof. The Allottee/s/Purchaser/s shall pay all relevant charges as prescribed and demanded by the concerned department for such laying of water pipes, cables etc.
- 3) Right to use underground sewerage disposal system laid in the Project 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.
- 4) Right to use and enjoy all Common Areas of the Development, subject to the non-discriminatory rules as applicable to all the owner of the plots in the Project and payments of common expenses and maintenance charges as provided in the Agreement and subsequently by the Association of Owners.
- 5) Right to use and enjoy the Common Areas & Amenities in the Project" in accordance with the purpose for which they are installed without endangering or encroaching the lawful rights of other owners/users.
- 6) Right to make use of all the common roads, driveways and passages provided in Schedule 'A' Property and the adjoining lands to reach the Schedule 'B' Plot without causing any obstruction for free movement therein.

SCHEDULE 'D'
OBLIGATIONS OF THE ALLOTTEE/S/PURCHASER/S

- 1) The Allottee/s/Purchaser/s shall be obligated to follow the restrictions in the manner of enjoyment of the Schedule 'B' Property in the Project.
- 2) The Allottee/s/Purchaser/s shall be entitled to make use of the Common Areas of Development in common with other plot owners and not to cause any

obstruction for the free passage and movement in the Common Areas of the Development.

- 3) The Allottee/s/Purchaser/s shall not cause any obstruction for free movement of men, materials and vehicles in the internal roads, passages and any Common Areas of the Development by placing any materials/vehicles/articles or otherwise.
- 4) The Allottee/s/Purchaser/s shall not construct on the Schedule 'B' Property in violation of the sanction plan secured for the construction including set back as prescribed under Applicable Law.
- 5) The Allottee/s/Purchaser/s shall have no power or authority to build on any of the Common Areas of the Development.
- 6) The Allottee/s/Purchaser/s shall pay the pro-rata or stipulated property taxes and cesses and outgoings levied on and expenses for the maintenance of Common Areas of the Development including common water charges, streetlights, security, repair and maintenance and applicable taxes.
- 7) The Allottee/s/Purchaser/s shall use the Schedule 'B' Property and the construction thereon only for private residence and shall not be put to any commercial, semi-commercial activities including transits homes or serviced villa/homes.
- 8) The Allottee/s/Purchaser/s shall strictly comply with the Construction Guidelines as provided by the Promoter/Vendor. In the event the Allottee/s/Purchaser/s commits any breach of the Construction Guidelines, the Promoter/Vendor and/or Association shall have the right to take injunctive reliefs against the Allottee/s/Purchaser/s. The Allottee/s/Purchaser/s agrees that the restriction placed by the Promoter/Vendor under the Construction Guidelines is reasonable.
- 9) The Allottee/s/Purchaser/s maintain the surroundings clean and shall not use the Schedule 'B' Property or permit the same to be used for any purpose which in the opinion of the Promoter/Vendor may cause nuisance or annoyance to occupiers of other plot owners in the Project.
- 10) The Allottee/s/Purchaser/s shall be liable to pay for all connection charges, levies, cost and expenses for the water and sewerage lines laid for the Schedule 'B' Property.
- 11) The Allottee/s/Purchaser/s shall be liable to pay any development or betterment charges levied by any municipality within whose jurisdiction the Project is located, for the Schedule 'B' Property and or the construction thereon and proportionate share for the Common Areas of the Development as may be ascertained by the Association of Owners.
- 12) The Allottee/s/Purchaser/s in the event of leasing the house constructed on the Schedule 'B' Property shall keep informed the Association of Owners and the agency maintaining the Common Areas of the Development about the tenancy or lease or license and give all the details of the occupants. 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/Purchaser/s and it shall be the responsibility of the Allottee/s/Purchaser/s to ensure that the tenant / lessee / licensee/ occupant follows all the rules and regulations that may be prescribed for the Association of Owners.
- 13) The Allottee/s/Purchaser/s shall not encroach upon any roads, parks and open

- spaces in the Project. The Allottee/s/Purchaser/s shall not trespass into other plots/houses or restricted areas.
- 14) The Allottee/s shall become a Member of the Owners Association to be formed amongst the owners of Plots in the "Project" and agree to observe and perform the terms and conditions and bye-laws and rules and regulations of the Association that may be formed and pay the admission fee and other fees that may be agreed. The maintenance of all the common areas and facilities in the Project shall be done by Promoter/Promoter Appointed Agency till the expiry of the Defect Liability Period and the Allottee/s shall pay all common expenses and other expenses, taxes and outgoings in to the Promoter or the Maintenance Company engaged by the Promoter on Cost + 10 % towards overheads and Profit.
 - 15) It is hereby clarified and agreed that all expenses relating to maintenance of common areas, amenities, open spaces, parks, gardens and facilities shall be borne by the owners of Plots in the "Project" proportionately. No Allottee/s of an Plot in the Project is exempted from payment of common area maintenance expenses by waiver of the use or enjoyment of all or any common areas and facilities or by non-occupation of the Plot.
 - 16) The Allottee/s/Purchaser/s shall not litter or throw garbage/used articles/rubbish in the common areas, parks and open spaces, neighbouring plots and roads in the Project. The Allottee/s/Purchaser/s shall strictly follow rules and regulations for garbage disposal as may be prescribed by the Promoter/Vendor or its agency maintaining the Common Areas of the Project from time to time.
 - 17) The Allottee/s/Purchaser/s shall not:
 - a) Close or block roads, passages and other Common Areas of the Development.
 - b) Default in payment of any Statutory Payment, common expenses, property taxes or levies to be shared/ incurred as the owners of plots in the Project.
 - c) Store/keep explosives, inflammables/prohibited articles, which are hazardous, dangerous, noisy or combustible in nature in the Schedule 'B' Property or the Project.
 - 18) The Allottee/s/Purchaser/s shall not create nuisance or annoyance to other occupants and plot owners by allowing pounding, running machinery and causing similar disturbances and noises. The Allottee/s/Purchaser/s shall not at any time, carry on or suffer to be carried on any noisy, offensive or dangerous trade or pursuit which may be or become in any way a nuisance, annoyance or danger to the other plot owners or occupiers or the neighbours or which may tend to depreciate the value of the Project;
 - 19) The Allottee/s/Purchaser/s shall use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in the Project in common with the other plot owners and permit free passage of water, sanitary, electricity and electrical lines, through and along the same or any of them and share with the other plot owners the cost of maintaining and repairing.
 - 20) The Common Areas of the Development shall be for common use and enjoyment of

- all plot owners and no plot owner including Allottee/s/Purchaser/s shall bring any action for partition or division of any part thereof.
- 21) The Allottee/s/Purchaser/s shall not keep any cattle / livestock in the Plot and the Allottee/s/Purchaser/s /plot owners shall keep all pets confined within their respective plot and will ensure that the pets do not defecate in the Common Areas of the Development or create nuisance / disturbance to the other plot owners / occupants / users of the Development.
 - 22) Not to use any space left open after construction in the Project for parking any vehicle or in any manner which may cause hindrance to or obstruct the free movement of vehicles parked in the parking spaces or for users of the adjoining plots.
 - 23) The Allottee/s/Purchaser/s shall from the earlier of the Allottee/s/Purchaser/s taking the possession or expiry of two months from the date of issuance of the Completion Certificate, maintain Schedule 'B' Property at his cost in good and tenable condition and shall not do or cause to be done anything that damages or otherwise deteriorate the appearance of the Schedule 'B' Property. The Allottee/s/Purchaser/s shall not do anything that may adversely affect the aesthetic appearance / beauty or impact the overall aesthetics of the Project.
 - 24) The Allottee/s/Purchaser/s shall allow the persons duly authorized by the Association of Owners / Promoter/Vendor or its maintenance agency to enter into the Schedule 'B' Property for the purpose of maintenance and repairs, subject to 24 hours' notice in writing of such purpose to the Allottee/s/Purchaser/s. The Allottee/s/Purchaser/s shall pay their proportionate share for the maintenance charge of the Project.
 - 25) The name and or plot number of the Allottee/s/Purchaser/s shall be put in standardized letters and colours and only at the location / board that may be designated by the Promoter/Vendor but at no other place in the Project. The number assigned to the Plot shall not be altered at any time and for any reason.
 - 26) The Allottee/s/Purchaser/s shall not park any vehicle in any part of the Project except in the in the parking area in the Schedule 'B' Property. The Association of Owners may by mutual agreement of all the plot owners set apart or demarcate any part of the Common Areas of the Development as parking lot for bicycle, two wheelers or visitors' car park.
 - 27) The Allottee/s/Purchaser/s shall not use or permit the Plot to be used for storing explosives, chemicals or gas or any other combustible material or for carrying out commercial activities such as establishing restaurants, eateries, lodge, dairy farming and such other activities and shall also not use the same for any illegal or immoral activities and shall also not install any machineries other than domestic gadgets.
 - 28) The Allottee/s/Purchaser/s shall not sink borewell/s in the Schedule 'A' Property and Schedule B Property. such rights shall vest only with the Association of Owners / Promoter/Vendor;
 - 29) The Allottee/s/Purchaser/s shall comply with all the rules and regulations pertaining to electrical installations, fire safety equipment and services, pollution control and general safety equipment and services as may be provided in the Project in which the Plot is located and also in the Common Areas of the Development;

- 30) The Allottee/s/Purchaser/s agrees to pay all the Statutory Payments pertaining to the Plot from the date of execution of the Sale Deed. Any new Statutory Payments by the Central and the State Government which are not levied at the moment but after the Plot is handed over, shall be borne and paid by the Allottee/s/Purchaser/s;
- 31) The Allottee/s/Purchaser/s shall ensure that the Association of Owners is always compliant with the Association Agreement. That the Allottee/s/Purchaser/s with the other owners of the plots, through the Association of Owners shall always keep the annual maintenance contracts with regards to all the Common Areas of the Development valid and shall pay the amounts of annual maintenance contract and Association Agreement as and when demanded by the maintenance agency appointed. The Allottee/s/Purchaser/s is/are fully aware that non-payments towards the annual maintenance contracts will adversely affect all the equipment installed by the Promoter/Vendor in the Project and non-payment of maintenance charges shall also affect such maintenance of the general and safety equipment installed and shall ensure periodical renewal of the same and that same is kept in current and also maintain necessary certificates, licenses, permits, permissions, insurance renewal thereof;

ANNEXURE-I (STATUTORY AND OTHER CHARGES):

Flat Legal and Documentation charges (at the time of agreement)	Rs. 40,000 (Plus Applicable Taxes)
Khatha Assessment and Bifurcation charges (at the time of registration)	Rs. 40,000 (Plus Applicable Taxes)
Corpus fund to be borne by customer (at the time of registration)	Rs. 50/- Sqft (SBUA)
Maintenance for 1 year to be paid (at the time of registration)	Rs. 48/- Sqft (SBUA)(Plus Applicable Taxes)
Stamp duty & registration and other incidental charges are extra and to be borne by the customer	

**ANNEXURE II [PAYMENT PLAN FOR SALE CONSIDERATION OF
SCHEDULE 'B' PLOT]**

MILESTONE WISE PAYMENT SCHEDULE					
Milestone	%	Basic	CGST	SGST	Amount
Initial Part of the Booking Amount	10.0%		-	-	
Balance Booking Amount (to be paid within 10 days of booking)			-	-	
Post Execution of Agreement (to be paid within 30 days of booking)	10.0%	-	-	-	-
On Completion of Road Formations of Respective Cluster or March'25 (WIL)	15.0%	-	-	-	-
On Completion of Underground Services or June'25 (WIL)	15.0%	-	-	-	-
On Completion of Plot Markings or Aug'25 (WIL)	15.0%	-	-	-	-
On Completion of STP & WTP Works or Oct'25 (WIL)	15.0%	-	-	-	-
On Completion of Final Road work or Dec'25 (WIL)	15.0%				
On Call for Registration	5.0%				
Total	100%	-	-	-	-
Milestones mentioned in the above payment schedule are not listed in sequential order, payment request letter will be raised as and when the milestone is completed of the above-mentioned plot.					

ANNEXURE III
(Specifications or Project Specifications)

Roads and Footpaths:

- ✓ 18m, 12m, and 9m wide internal road with asphalt as per design
- ✓ Pavements on either side of the road with Curb and pavers as per design

Corner Stones:

- ✓ Plot extent marked with corner stones

Security:

- ✓ Grand entrance portal with security kiosk as per design
- ✓ 24/7 security with boom barriers at entry/exit gates
- ✓ Compound wall: Front main road facing 200mm thick block wall with required structural RCC frame, Surrounding – Customized Precast compound wall
- ✓ Individual street security with CCTV cameras at all major vantage points

Electrical:

- ✓ HT works, LT works, Feeder pillars and RMUs for power supply-capacity & location as per design
- ✓ Underground cabling network in the layout with power cable terminated at Feeder pillars and will provide the conduit to each plot
- ✓ Street light cabling, poles with LED lighting, electrical fixtures on either side/one side as per design with timer adjusted streetlights
- ✓ 100% DG Backup for common service areas

Plumbing:

- ✓ Irrigation network for landscape areas
- ✓ Underground water supply system through UPVC pipes to cater for domestic use
- ✓ Plumbing lines will be terminated within the plots for water supply & sewerage
- ✓ UG sump of suitable capacity with adequate head pressure
- ✓ Water source from bore well with underground sump as per design
- ✓ Rain water underground system with catch basins, Rainwater harvesting as per design
- ✓ Sewage treatment plant of required capacity, located as per design

Landscaping:

- ✓ Well-designed landscaped Parks and open spaces with lighting fixtures as per design
- ✓ Avenue trees on all streets and internal roads
- ✓ Curated Parks

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

Allottee/s/Purchaser/s: (including joint buyers)

(2) Signature _____
Name _____
Address _____

GSG Realty

WITNESSES:-

(2) Signature

Name

Address