PROFORMA AGREEMENT FOR SALE

THIS **AGREEMENT FOR SALE** ("**Agreement**") executed on this the __________ day of _________, Two Thousand and Twenty-Four (____/___/2024):

BY AND BETWEEN

1. **SHRI. HARSHAD J. PARIKH**, son of Shri. Jasvantlal C. Parikh, aged about __ years, residing at ______________ (Aadhar No. – ____ ____ ____) (PAN - __________); and

2. **SHRI. S. BHOJARAJU**, son of Late Ramalinga Raju, aged about __ years, residing at ______________ (Aadhar No. – ____ ____ ____) (PAN - __________);

Hereinafter collectively referred to as the "**Owners"** and represented by their duly constituted Power of Attorney holder M/s. Cumins Sanctum LLP, represented by its authorized signatory ___________ (which expression shall, unless it be repugnant to the meaning and/ or context thereof, be deemed to mean and include their respective heirs, legal representatives, executors, administrators and assigns) of the FIRST PART;

AND

M/s CUMINS SANCTUM LLP, a limited liability partnership registered and incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its registered office at _________________, represented herein by its authorized signatory _________________, hereinafter referred to as the "**Developer/ Promoter**" (which expression shall, unless it be repugnant to the meaning and/ or context thereof, be deemed to mean and include its administrators, successors-in-interest and assigns) of the SECOND PART;

AND

_____________________, son/ daughter/ wife of ____________, residing at ________________________, hereinafter referred to as the "**Allottee/s**", (which expression shall, unless it be repugnant to the context and/ or meaning thereof, be deemed to mean and include his/ her/ their heirs, legal representatives and permitted assigns) of the THIRD PART.

DEFINITIONS:

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

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

(b) "Appropriate Government" means the State Government of Karnataka;

(c) "Rules" means the Karnataka Real Estate (Regulation and Development) Rules, 2017

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

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

WHEREAS :

A. The Owner No. 1 is the sole and absolute owner of all that piece and parcel of immovable property being land bearing (i) Site No. 68/A measuring 2,325.82 Square Meters (25,035 Square Feet); and (ii) Site No. 68/B measuring 3,833.82 Square Meters (41,267 Square Feet), both situated in 7th Block, Arkavathy Layout, formed upon land bearing Survey No. 88/3 of Jakkur Village, Yalahanka Hobli, Yalahanka Taluk, Bengaluru Urban District (*more fully described at Item Nos. 1 and 2 of the Schedule A hereunder, respectively*), having acquired title thereto under (i) Deed of Sale dated July 10, 2013 executed H. R. Chandrashekar, son of Late H. K. Ramaiah, registered as Document No. GNR-1-00907-2013-14, Book – I, stored in CD No. GNRD68 in the office of the Sub-Registrar, Ganganagar, Bangalore; and (ii) Sale Deed dated June 6, 2013, executed by the Bangalore Development Authority, registered as Document No. BDA-1-00583-2013-14, Book – I, stored in CD No. BDAD190 in the office of the Additional District Registrar, Bangalore Urban District, respectively. Certain discrepancies in the extent and boundaries in the aforesaid sale deeds in respect of Item No. 1 and Item No. 2 stood rectified vide Rectification Deed dated December 7, 2021 executed by the Bangalore Development Authority registered as Document No. BDA-1-02722-2021-22, Book – I, stored in CD No. BDAD950 in the office of the Sub- Registrar, Bangalore Development

Authority, Bangalore Urban District; and Rectification Deed dated December 7, 2021 executed by Bengaluru Development Authority, registered as Document No. BDA-1-02720-2021-22, Book – I, stored in CD No. BDAD950 in the office of the Sub- Registrar, Additional District Registrar, Bengaluru Urban District, respectively;

B. The Owner No. 2 is the sole and absolute owner of all that piece and parcel of immovable property being land bearing Site No. 68/C, measuring 872.39 Square Meters (9390 Square Feet), situated in 7th Block, Arkavathy Layout, formed upon land bearing Survey No. 88/3 of Jakkur Village, Yalahanka Hobli, Yalahanka Taluk, Bengaluru Urban District (*more fully described at Item No. 3 of the Schedule A hereunder*), having acquired title thereto under Sale Deed dated June 6, 2013, executed by the Bangalore Development Authority, registered as Document No. GAN-1-08037-2021-22, Book – I, stored in CD No. GAND1154 in the office of the Sub-Registrar, Gandhinagar. Certain discrepancies in the aforesaid sale deed in respect of Item No. 3 vide Rectification Deed dated December 7, 2021, executed by the Bangalore Development Authority, registered as Document No. BDA-1-02719-2021-22, Book – I, stored in CD No. BDAD950 in the office of the Sub-Registrar, Additional District Registrar, Bengaluru Urban District;

C. For the sake of brevity, the lands described at Item Nos. 1 to 3 of the Schedule A are hereinafter collectively referred to as the "**Schedule A Property**";

D. Thereafter, the Owners entered into a Joint Development Agreement dated March 2, 2022 ("Joint Development Agreement") with the Promoter, for the development of the Schedule A Property, by the construction thereon of a multi-storied residential apartment complex under the name and style "*Cumins Sanctum*" (referred to herein as 'the **Project'**) comprising of several apartment units of various dimensions with common areas, amenities, utilities and facilities, the document registered as No. GAN-1-08037-2021-22, Book – I, stored in CD No. GAND1154 in the office of the Sub-Registrar, Gandhinagar, Bengaluru. In terms of the said Joint Development Agreement dated March 22, 2022, the Promoter has agreed to construct and deliver to the Owners, 42.5% of the super built- up area in the form of apartment units in the Project and in consideration thereof, the Owners have agreed to convey 57.5% undivided share, right, title and interest in the aforesaid lands corresponding to the remaining 57.5% of the super built-up area in the

Project in favour of the Promoter.

E. The Owners also executed a General Power of Attorney dated March 2, 2022 (Power of Attorney") registered as Document No. GAN-1-08037-2021-22, Book – I, stored in CD No. GAND1154 in the office of the Sub-Registrar, Gandhinagar, Bengaluru, in favour of the Promoter, *inter alia*, empowering the Promoter to develop the Schedule A Property, to sell undivided interest in the Schedule A Property corresponding to super built-up area of apartments allocated to the share of the Promoter pursuant to the Joint Development Agreement;

F. Subsequently, the Khata in respect of the aforesaid contiguous parcels of lands described at Item Nos. 1 to 3 of the Schedule A, in the records of the Bangalore Development Authority, was amalgamated vide Amalgamation Order bearing No. BDA/TPA/AMF-38/376/2022-23, dated May 18, 2022, passed by the Bangalore Development Authority;

G. The Promoter has, in furtherance of the aforesaid scheme of joint development agreed under the Joint Development Agreement, secured sanction of building plans and Commencement Certificate bearing No. _____________ from the _____________ for the development of the Project by the construction of the residential apartment buildings comprising of ___________________. The Promoter agrees and undertakes that it shall not make any further changes to these approved plans except in strict compliance with Section 14 of the Act and other laws as applicable;

H. The Owners and the Promoter have entered into a Sharing Agreement dated __________, 2024 in terms of which, they have identified and allocated the apartment units in the Project, in line with the shares agreed and stipulated in the Joint Development Agreement dated March 2, 2022;

I. In terms of the Joint Development Agreement, the Promoter is entitled to receive sale consideration from sale/ transfer of apartment units allocated to the share of the Promoter and the corresponding undivided share, right, title and interest in the Schedule A Property from purchaser/s thereof and appropriate the same for the development of the Project;

J. Under the aforesaid Joint Development Agreement, the Promoter is entitled to construct for prospective purchasers, apartment unit/s and the Owners are required to convey through the Promoter, ownership of undivided share in the Schedule A Property proportionate to the area of each such apartment unit in favour of such purchaser/s, subject to the rights, covenants and obligations, appended hereto, which is required to be observed and performed by the purchaser/s;

K. The Owners and the Promoter are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Schedule A Property on which Project is to be constructed have been completed;

L. The Promoter has registered the Project under the provisions of the Act with the Karnataka Real Estate Regulatory Authority vide Registration Certificate bearing ___________ dated ___________;

M. The Allottee had applied for allotment of an apartment in the Project vide Application dated _________ and has been allotted apartment Unit No. _________ having a carpet area of _________ square feet and super built-up area of _________ square feet, situated on the _________ Floor of the multi-storied residential building in the name and style "**Cumins Sanctum**" ("Building") along with _________ covered parking space, as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (more particularly described in Schedule B hereunder and hereinafter referred to as the "Schedule B Property"); The undivided interest in the Schedule A Property corresponding to the super built-up area of the Schedule B Property is more fully described in Schedule C hereunder and is hereinafter referred to as the Schedule C Property"; the floor plan of the Schedule B Property is annexed hereto and marked as Annexure – 1; The Owners and the Promoter represent that the Schedule B Property has been allocated to the share of the Promoter under the Sharing Agreement dated ________, 2024;

N. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations, liabilities and restrictions as detailed herein and has/have neither relied upon nor been influenced by any marketing brochures, e-mails, advertisements, representations of any nature whatsoever whether written or oral;

O. The Allottee/s herein has scrutinized the documents of title, various sanctions, permissions and approvals secured by the Promoter till date with regards to the Schedule A Property and after being satisfied with the title of the Owners to the Schedule A Property, the location thereof and the various common amenities and utilities therein including the transformer, sump, generator area and pathways, the scheme of development, the building plans and specifications specified in Annexure – 3, has agreed to enter into this Agreement;

P. The Promoter has informed the Allottee, and the Allottee is aware and has consented that the Promoter shall have the exclusive right to undertake maintenance activities in the Project for a period of One year as specified herein below and thereafter, the Project shall be maintained by all the owners of the apartments in the Project;

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

R. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

S. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Schedule C Property and the parking (if applicable) as specified in Clause M above.

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

1. **TERMS**:

Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Schedule B Property and Schedule C Property as specified in Clause M of the preamble above.

The Total Price for the Schedule B Property based on the super built-up area is indicated in Part A of Annexure – 2 ("Total Price").

Explanation:

(i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Schedule B Property. The Total Price agreed herein is based on the mutual negotiations between the Allottee and the Promoter. The Allottee shall not be entitled to renegotiate the Total Price or any component thereof in comparison with the other allottees in the Project;

(ii) The Total Price above excludes Goods and Service Tax (GST), or any other similar taxes, by whatever name called, that may be levied in connection with the construction of the Project and the same shall be payable by the Allottee along with each instalment at applicable rates prevailing during payment of each instalment as specified in Part B of Annexure – 2, and in any event on or before handing over the possession of the Schedule B Property to the Allottee; Provided that in case there is any new levy or a change / modification in the taxes or other statutory levies or the rate thereof, the subsequent amount payable by the Allottee to the Promoter shall be increased/reduced based on such change / modification; Provided further that if there are any increases in the taxes after the expiry of the schedule date of completion of the project as per registration with the Authority which shall include the extension of registration, if any, granted to the said Project by the Authority as per the Act, the same shall not be charged from the Allottee;

(iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee, the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc., have been imposed or become effective;

(iv) The Total Price includes recovery of price of land, construction of not only the Schedule B Property but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Schedule B Property, lift/elevator, water line and plumbing, finishing with paint, flooring, doors, windows, fire detection and fire-fighting equipment in the common areas, maintenance charges as per Clause 13, and includes cost for providing facilities, amenities and specifications to be provided within the Schedule B Property and the Project as specified in Annexure – 3.

The Total Price is escalation-free, save and except increases on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time-to-time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on payments made subsequent to the notification/order/rule/regulation levying increased charges. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority as per the Act, the same shall not be charged from the Allottee.

The Allottee(s) shall make the payment as per the payment plan set out in Annexure – 2 ("Payment Plan"). In the event of a delay or default by the Allottee in payment of any of the instalments specified in the Payment plan, the Allottee shall be liable to pay interest at the rate prescribed in the Rules on the outstanding instalment or part thereof until complete payment of the said instalment.

The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments at a mutually agreeable rate for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

It is agreed that the Promoter shall not make any additions or material alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities in respect of the Schedule B Property or Building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act. Provided that, the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

The Promoter shall conform to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area in writing to the Allottee. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter as above. If there is any reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within sixty days from the date of confirmation as above with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Schedule B Property, allotted to Allottee, the Promoter may demand additional consideration and other statutory charges from the Allottee as per the next milestone of the Payment Plan as provided in Annexure – 2. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

Subject to the provisions of Clause 9, the Promoter agrees and acknowledges that the Allottee shall have the right to the Schedule B Property as mentioned below:

(i) The Allottee shall have right to exclusive ownership of the Schedule B Property and Schedule C Property in terms of the Deed of Sale executed in his/her/their favour;

(ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff, etc., without causing any inconvenience or hindrance to the other occupants or the apartment owners' association. It is clarified that the Promoter shall hand over the Common Areas to the association of allottees after duly obtaining the Occupancy Certificate from the competent authority as provided in the Act; Provided that statutory levy, if any on Transfer of Common Areas shall be borne by the Allottee along with the other allottees in the Project;

(iii) That the computation of the price of the Schedule B Property includes recovery of price of land, construction of not only the Schedule B Property but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Schedule B Property, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Clause 13 and includes cost for providing all other facilities, amenities and specifications to be provided within the Schedule B Property and the Project;

(iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and the Schedule A Property.

Provided that the Allottee shall adhere to the safety and security protocols during such visits and shall not hold the Promoter responsible for any injury, loss or damage.

It is made clear by the Promoter and the Allottee agree that the Schedule B Property along with parking slot shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the Schedule A Property and is not a part of any other project or zone and shall not form a part of and/or/ linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the allottees of the Project.

The Promoter agrees to pay all statutory outgoings pertaining to the Schedule B Property before transferring the physical possession thereof to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Schedule B Property to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

The Allottee has paid a sum of **Rs. ________/-** (Rupees ________ Only) vide ____________.

2. Notwithstanding anything to the contrary contained in this Agreement, prior to execution of Deed of Sale or delivery of possession of the Schedule B Property, the Allottee shall have made all payments agreed under this Agreement.

3. The undivided share in the land is calculated on the basis of the current achievable FAR on the Schedule A Property. Upon completion of development of the Project, the percentage of the pro-rata undivided share in the Schedule A Property attributable to the Schedule B Property shall be ascertained and specified in the Deed of Sale.

4. **MODE OF PAYMENT**: -

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [Annexure – 2] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of '**Cumins Sanctum LLP-RERA Designated Account for CUMINS SANCTUM - 06650200003585**' payable at Brigade road, Bengaluru.

5. **COMPLIANCE OF LAWS RELATING TO REMITTANCES**: -

The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc., and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on 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.

The Promoter accepts no responsibility in regard to matters specified in Clause 5.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third-party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Schedule C Property applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

Tax Deduction at Source ("**TDS**") at applicable rates on the sale consideration shall be remitted by the Allottee to the Income Tax Department as per the provisions of the Income Tax Act, 1961. The Allottee shall issue a certificate of deduction of tax in the prescribed form to the Promoter within 15 days from the date of deduction. In the event the Allottee fail/s to remit the tax withheld at source to the Income Tax Department or commits an error in remitting the said tax to the PAN of the Owners or the Promoter, the Allottee shall indemnify the Owners and the Promoter against any disallowance in tax assessed by the Income Tax Authority on the Owners or the Promoter and any other consequence arising therefrom.

In cases of out station cheque or 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 to the extent of the net amount credited towards the instalment. In case any cheque issued by the Allottees is dishonored or returned by the Banker of the Allottee on any ground or reason whatsoever, then the Promoter, without prejudice to their right to seek redressal under the Negotiable Instruments Act, 1881, shall be entitled to recover from the Allottees an amount of Rs. 5,000/- (Rupees Five Thousand only) for each instance.

6. **ADJUSTMENT/APPROPRIATION OF PAYMENTS**:-

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

7. **TIME IS ESSENCE** :-

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Schedule B Property to the Allottee and the Common Areas to the association of the allottees.

8. **CONSTRUCTION OF THE PROJECT/APARTMENT** :-

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of Schedule B Property and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement in Annexure – 1, Annexure – 2, Annexure – 3, Annexure – 4 and Annexure – 5 respectively] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said building plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the BBMP Building Bye-Laws and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

9. **POSSESSION OF THE APARTMENT/PLOT** :-

Schedule for possession of the said Schedule B Property - The Promoter agrees and understands that timely delivery of possession of the Schedule B Property to the Allottee is the essence of this Agreement. The Promoter shall, simultaneously with the Purchasers coming forward for execution and registration of the Sale Deed, hand over possession of the Schedule B Property along with ready and complete common areas with all specifications, amenities and facilities of the project in place on 31-12-2031 unless there is delay or failure affecting the regular development of the real estate project due to war (whether declared or not), or hostilities, invasion terrorism, riots or civil disturbances, strikes affecting supply of materials or labour, flooding caused by heavy rain or overflowing of lakes, drought, fire, cyclone, earthquake, plague, epidemic, pandemic, restrictions imposed by the Government or other authority such as lockdown or similar condition, any calamity caused by nature or Act of God or any Government order or statute or order of court or delays by Government, municipal authority or other authority or body, or the occurrence of any event beyond the reasonable control of the Promoter ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Schedule B Property, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 60 days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc., against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

If any alterations or additions in the specifications detailed in Annexure – 3 are required by the Allottee, the Allottee shall place a request for the same in writing to the Promoter and the Parties shall agree on separate timelines for such alterations. The Promoter, at its sole discretion, may agree to such request, subject to the Allottee making payment towards such alterations or additions as stipulated by the Promoter.

Procedure for taking possession - The Promoter shall, upon obtaining the Occupancy Certificate from the Authority concerned, offer in writing to the Allottee, possession of the Schedule B Property in terms of this Agreement, to be taken within two months from the date of issue of Occupancy Certificate or Thirty days from the date of receipt of notice from the Developer, whichever is early. Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 months from the date of issue of occupancy certificate. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the terms of this Agreement on the part of the Promoter. The Allottee, prior to taking possession, agree(s) to pay the maintenance charges as specified in this Agreement and in the event of any shortfall, the Allottee shall contribute additional sums towards maintenance charges as determined by the Promoter or the association of allottees, as the case may be. The Promoter shall hand over a copy of the Occupancy Certificate of the Schedule B Property to the Allottee at the time of conveyance thereof.

Failure of Allottee to take Possession of Schedule B Property - Upon receiving a written intimation from the Promoter as per Clause 9.3, the Allottee shall make payment of all sums due and payable under this Agreement and take possession of the Schedule B Property from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed by the Promoter, and the Promoter shall give possession of the Schedule B Property to the Allottee. In case the Allottee fails to take possession within the time provided in Clause 7.3, such Allottee shall continue to be liable to pay maintenance charges and other statutory and other outgoings in respect of the Schedule B Property. Further, the Allottee shall be bound by and duly comply with, all bye-laws, rules and regulations in respect of the Project notwithstanding that the deed of conveyance is not registered as required in this Agreement. In the event the Allottee delays in taking possession of the Schedule B Property, the Allottee shall also be liable to pay to the Promoter, handling charges of Rs. 30,000/- (Rupees Thirty Thousand only) per month plus GST thereon (if any) until the Allottee takes over possession of the Schedule B Property. Nothing contained herein shall be construed to limit or restrict the right of the Promoter to terminate this Agreement in accordance with the provisions of Clause 11.2 and/or applicable law.

Possession by the Allottee - After obtaining the Occupancy Certificate and handing over physical possession of the Schedule C Property to the Allottees, it shall be the responsibility of the Promoter to hand over copies of the necessary documents and plans, including common areas, to the association of Allottees within thirty days after obtaining the completion certificate.

Cancellation by Allottee – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act; Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 60 days of such cancellation. In the event of termination of this Agreement under this Clause, the Promoter shall also deduct such sums as may have been paid by the Promoter to third parties, such as commission paid to any real estate or marketing agent, or any other amount paid to the Government or Statutory Authorities towards Goods and Service Tax or other levy, from the total consideration paid by the Allottee under this Agreement and refund the balance, if any, after deduction of the liquidated damages and other sums stipulated hereinabove.

Compensation - The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the Project is being developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event or delays caused by the Allottee, if the Promoter fails to complete or is unable to give possession of the Schedule B Property (i) in accordance with the terms of this Agreement, duly completed by the date specified in Clause 9.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project, to return the total amount received by him in respect of the Schedule B Property, with interest at the rate prescribed in the Rules, including compensation in the manner as provided under the Act within Sixty days of it becoming due. Provided that where the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules on a monthly basis, till the handing over of the possession of the Schedule B Property, which shall be paid by the Promoter to the Allottee within Sixty (60) days of it becoming due.

The Promoter reserves the right to allot to the Allottee or to the other owners, who specifically apply for the same, exclusive car parking rights in the floors designated as parking area and also surface parking if any, on the spaces left open after construction of the Building and the Allottee shall not have any right to object to allotment of parking slots to other purchasers / allottees in the Project or to the terms of such allotment. The Allottee shall not have the right to put up any construction or enclose the same or alter the nature of use thereof. Rights over unallotted car park shall belong to the Promoter, and the Promoter shall be at liberty to allot such unallotted car park as thought fit at their discretion. The Promoter shall allot and mark the car parking on ground; no changes to the car parking already allotted at specified locations shall be permitted.

The Allottee agrees not to alter or subscribe to the alteration of the name of the Project, **"Cumins Sanctum"**, it being acknowledged that neither the Allottee nor owners of other units in the Project have any right to seek or subscribe to a change of name of the Project. The Promoter shall however, be entitled to change the name. The Promoter has authority to determine the individual numbering for each apartment unit and erect or affix the Promoter's name board at suitable places as decided by the Promoter in the Project and at the entrance thereof. The Allottee or his/her successors are not entitled to change the aforesaid name and/or remove or alter Promoter's name board in any circumstances.

All interior related works by the Allottee can be taken up only after handing over possession of the Schedule B Property to the Allottee by the Promoter. The Promoter does not owe any responsibility for any breakages damages caused to any of the finishing works or to the structure already handed over to the Allottee. Once possession of the Schedule B Property is delivered to the Allottee, the Promoter shall not be liable or responsible for any damage, breakage, fault or defect in any part of the Schedule B Property or any fittings or fixtures therein. The Promoter is not answerable for any thefts during the course of the interior works. In the event the Allottee require/s to undertake any interior work in the Schedule B Property prior to delivery of possession in terms of this Agreement, the Allottee shall inspect the Schedule B Property and the specifications and confirm that the same are in order and shall not hold the Promoter responsible for any damage or defect in the same thereafter. The Allottee shall sign and execute such documents as may be required by the Promoter, undertaking to be responsible for any damage or destruction to the Schedule B Property or the Building or the Common Amenities and Facilities in the course of carrying out such interior work. Provided that, the Allottee shall carry out interior works only on weekdays during the day time between 9 A.M. to 2 P.M. and 4 P.M. to 6 P.M., or such other restricted duration as may be notified by the Promoter from time-to-time. The Allottee shall not be entitled to engage any staff or contractors or workers of the Promoter without the prior written consent of the Promoter. The Promoter shall not be obliged to accord such consent.

10. **DISCLOSURES, REPRESENTATIONS AND WARRANTIES OF THE OWNERS AND THE PROMOTER**: -

The Owners and the Promoter hereby represent and warrant to the Allottee as follows:

(i) The Owners have absolute, clear and marketable title to their respective portions of the Schedule A Property; the Promoter has 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 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 theProject;

(iv) There are no litigations pending before any Court of law or Authority with respect to the Schedule A Property, Project or the Schedule B Property;

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Schedule A Property and Schedule B Property are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall remain to be in compliance with all applicable laws in relation to the Project;

(vi) As the Bangalore Water Supply and Sewerage Board (BWSSB) does not have the requisite infrastructure for supply of water to the Project, no approval or other document has been obtained from the BWSSB. In the event BWSSB provides the infrastructure for supply of water to the Project or in the event it becomes necessary to apply for approvals from the BWSSB in future, the charges for the same shall be borne by the Allottee in addition to the total sale price stipulated in this Agreement and shall be payable by the Allottee as per demand raised by the Promoter.

(vii) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

(viii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Schedule B Property which will, in any manner, affect the rights of Allottee under this Agreement;

(ix) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Schedule B Property to the Allottee in the manner contemplated in this Agreement;

(x) At the time of execution of the conveyance deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Schedule B Property to the Allottee and shall, subject to the right of the Promoter to maintain the Project for One year, handover the common areas to the Association of the allottees upon its formation;

(xi) 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;

(xii) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the Occupancy Certificate has been issued (except land taxes which is to be paid by owner till the Occupancy Certificate is obtained) and possession of Schedule B Property, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee;

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

11. **EVENTS OF DEFAULTS AND CONSEQUENCES**: -

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

(i) Promoter fails to provide ready to move in possession of the Schedule C Property to the Allottee within the time period specified in Clause 9.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this Clause, 'ready to move in possession' shall mean that the Schedule C Property shall be in a habitable condition which is complete in all respect including the provision of all specifications as agreed to between the parties, and for which occupation certificate has been issued by the authority concerned;

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

In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:

(i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or

(ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Schedule C Property, along with interest at the rate prescribed in the Rules within sixty days of receiving the termination notice; Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid by the Promoter, interest at the rate prescribed in the Rules, on a monthly basis until the handing over of the possession of the Schedule C Property, which shall be paid by the promoter to the allottee within Sixty days of it becoming due.

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

(i) In case the Allottee fails to make payment of any instalment on a demand made by the Promoter as per the Payment Plan annexed hereto despite having been issued notice in that regard, the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules;

(ii) In the event the Allottee fails to make payment of the outstanding amount together with interest thereon for a period of Thirty days from the due date specified in the Payment Plan, the same shall be construed as a breach of contract by the Allottee, and the Promoter shall, notwithstanding anything to the contrary contained herein or any other document executed between the Promoter and the Allottee, be entitled to either terminate this Agreement or assign the rights and obligations of the Allottee under this Agreement in favour of any third-party purchaser/s. The Allottee specifically consents for such termination and/or assignment and hereby empowers the Promoter to act as the Attorney of the Allottee specifically for execution and registration of instrument/s of termination or assignment, as the case may be, on behalf of the Allottee and performance of all acts, deeds and things towards termination / assignment of this Agreement.

(iii) In the event of termination of this Agreement or assignment by the Promoter of the rights and obligations of the Allottee under this Agreement in favour of a third-party purchaser as specified in the preceding paragraph, the Promoter shall be entitled to deduct from the Total Price, the booking advance paid by the Allottee. The Promoter shall also be entitled to deduct from the total Sale Consideration, such sums as may have been paid by the Promoter to third parties under or pursuant to the transaction contemplated herein, such as agency commission or any tax (such as GST and other taxes), fee, duty, charges other amount paid to the Government or Statutory Authorities, from the total consideration paid by the Allottee under this Agreement or any losses suffered by the Promoter on account of a breach of contract by the Allottee. The Allottee shall be entitled to refund of the remaining sums from the Total Price, if any, free of interest after completion of registration of the sale deed in respect of the Schedule C Property in favour of third-party purchaser/s. If the Allottees have taken a housing loan facility from any bank or financial institution, then in such case, the amounts that the Allottees would be entitled to refund of, shall be handed over to the bank or financial institution, and against receipt of such amount, the financial institution or bank shall forthwith issue a "no dues certificate" in favour of the Promoter and hand over to the Promoter, the original of this Agreement and any other document that may have been deposited by the Allottee. Any outstanding liability of the Allottee towards the Bank or financial institution shall be the sole responsibility of the Allottee and such liability or obligation shall neither affect the Promoter nor the Schedule C Property and / or the Schedule D Property.

12. **CONVEYANCE OF THE SCHEDULE C PROPERTY**:-

The Promoter shall, on receipt of Total Price of the Schedule C Property as per Clause 1.2 of this Agreement, any other sums agreed to be paid by the Allottee, and interest, if any, from the Allottee, execute a conveyance deed and convey to the Allottee, title of the Schedule C Property and the Schedule C Property together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the Occupancy Certificate. However, in case the Allottee fails to deposit the stamp duty and / or registration charges and other charges associated with registration of the Deed of Conveyance or fails or neglects to pay the total sale consideration or other sums payable by the Allottee, within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the Deed of Conveyance in his/her favour till payment thereof by the Allottee.

The Allottee shall be entitled to the rights and shall be bound by the obligations specified in the Deed of Conveyance and the deed of declaration and bye-laws of the association with regard to the ownership, use and occupation of the Schedule C Property and the enjoyment of the common areas and amenities in the Project and other matters connected therewith. The Allottee agrees to sign such forms and other documents to become a member and agreeing to abide by the Deed of Declaration and Bye-Laws, of the association of owners formed under the Karnataka Apartment (Ownership and Regulation) Act, 1972. Such rights and obligations shall run with the land and shall be binding on the Allottee and their tenants/occupants or legal heirs or successors in interest or assignees or any person claiming through or under them and therefore shall be observed and performed by them at all times so long as they own or occupy the Schedule C Property.

The stamp duty, registration charges, etc., prevailing at the time of registration of the Deed Of Sale, legal expenses and all other miscellaneous and incidental expenses for execution and registration of the Deed Of Sale including the Stamp Duty and Registration Fee that may be adjudicated by The Special Deputy Commissioner for Detection of Under Valuation of Stamps and other Authorities based on the valuation of property arrived at by such authority shall be borne by the Allottee. In the event of the Deed of Sale being referred for adjudication of stamp duty and/or valuation of the Schedule C Property, it shall be the responsibility of the Allottee to attend to the same at his/her/their cost and secure release of the Deed of Sale. The Promoter shall have no liability or responsibility in respect thereto under any circumstances.

13. **MAINTENANCE OF THE SAID BUILDING**: -

The Promoter shall, either by itself or through a third-party maintenance agency, be entitled to carry out maintenance services in the Project for a period of one year from the date intimated by the

Promoter after the occupancy certificate is received in respect of the Project. The Promoter shall decide the date of commencement of the said maintenance period of One year and shall intimate the same to the Allottee. The cost of such maintenance for the said period of One year and the lumpsum Corpus Fund / Deposit has been included in the Total Price of the Schedule C Property, but is however, not part of the Payment Schedule specified in Part B of Annexure - 2. The Allottee undertakes to make payment of the advance maintenance charges along with GST and the lumpsum Corpus Fund / Deposit shall be paid by the Allottee to the Promoter along with the final instalment at the time of execution of the Sale Deed. In case the maintenance charges so collected is inadequate, the Promoter shall call for additional sums to meet the maintenance expenses of the Building and the Allottee shall pay the same within ten days of such demand. The Allottee shall also be liable to pay GST or such other statutory levy on the maintenance charges and the lumpsum Corpus Fund, as may be applicable under law. Upon completion of the aforesaid period of One year, the responsibility of maintenance of the Project shall be that of purchasers / owners of all apartment units in the Project and the Promoter shall entrust the maintenance to the owners collectively or to the Owners' Association / entity formed by the owners, as the case may be, by a written / email intimation. The Promoter shall also transfer the lumpsum Corpus Fund / Maintenance Deposit to the Owner's Association or the entity formed by the owners for overseeing maintenance of the Project. The Promoter shall be entitled to remit Goods and Services Tax (GST) on such transfer to the department concerned and pay the net amount to the Owners' Association. In the event the owners or Owners' Association do not come forward to takeover maintenance of the Project, the Promoter may, subject to timely payment of maintenance charges by all apartment owners in the Project, maintain the Project.

After the expiry of the aforesaid period of One year, the Allottee undertakes to promptly pay maintenance charges and GST thereon at such rate per square foot of the Schedule C Property and at such intervals as may be stipulated by the Promoter or the third-party maintenance agency or the Owners' Association, as the case may be. Any delay in payment of the maintenance charges shall attract interest thereon at the rate of 2% per month or part thereof on the amount due. In the event any dues towards maintenance charges are pending from the Allottee, the Promoter shall have the right to adjust such deficit from the lumpsum Corpus Fund / Maintenance Deposit paid by the Allottee. It is clarified that provision of maintenance services by the by the Promoter or the third-party maintenance agency or the Owners' Association, as the case may be, shall be subject to timely payment of maintenance charges as demanded and non-payment thereof shall entitle the by the Promoter / third-party maintenance agency / or the Owners' Association, as the case may be, to deny any services to the Allottee.

That after the Project is handed over to the Owners Association, the Promoter 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 Common Amenities and Facilities as well as the fire safety equipment, fire protection systems, their supporting equipment, water treatment systems, sewerage treatment plant, generator, pollution control and other general safety equipment, electrical systems and related facilities and services. The Allottee/s with the other owners shall be responsible to ensure that periodical inspections of all such Common Amenities and Facilities are done so as to ensure proper functioning thereof and the all annual maintenance contracts are renewed from time to time and warranties are kept in subsistence.

After the maintenance period of One year has elapsed, the Promoter 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 regard to the Common Amenities and Facilities in the Project.

That, the Owners and the Promoter shall be submitting the Project under the provisions of the Karnataka Apartment Ownership Act, 1972 and the Karnataka Apartment Ownership Rules, 1974 by the execution of a Deed of Declaration, Bye-Laws, and such other document as may be prescribed and the Allottee shall sign such documents as may be required for the same. The responsibility of formation of any entity, if required, shall be solely that of the owners collectively and the Promoter shall not assume any responsibility towards the same. The Allottee undertake/s to adhere to the rules and regulations specified in the Bye-laws and execute and register the requisite forms and other documents simultaneously with the execution of the Deed of Conveyance in his/her/their favour.

14. **DEFECT LIABILITY** :-

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Agreement for sale relating to the Schedule C Property is brought to the notice of the Promoter by the Allottee within a period of 5 (five) years from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act. Structural Defect shall not include defect/ s caused by normal wear and tear and/or by the negligent use of the Unit/s by the respective Allottees/Occupants, vagaries of nature, superficial cracks, etc. Provided however notwithstanding anything stated herein, it is agreed between the parties that:

(a) The Allottee shall not carry out any alterations of whatsoever nature in the Schedule C Property /building/phase and in specific, to the structure of the Schedule C Property which shall include but not be limited to columns, beams etc., or in the fittings therein.

(b) The Allottee shall maintain the Schedule C Property in a diligent manner and take all due care necessary for the same including but not limited to ensuring regular care of the Schedule C Property to prevent water seepage, etc.

(c) Where manufacturer's warranty on any items used in the Schedule C Property or on any equipment or other device forming part of the Project expires, it shall be the responsibility of the Association to renew the same from time to time during the statutory defect liability period. Should the annual maintenance contracts not be renewed by the Allottee / Association, the Promoter shall not be responsible for any repairs or defects occurring to such items or equipment or device.

(d) In case of use of inappropriate cleaning materials or any other material, the Promoter shall not be responsible for any deterioration of the materials in the Unit/Common Areas in the Project.

(e) If any defect or damage is found to have been caused due to the negligence of the Allottee or any other allottee/s or in the event of structural defects caused or attributable to the acts of the Allottee including putting excess or heavy load or improper use of the Schedule C Property or Common Areas, then the Developer shall not be liable for the same.

(f) The Promoter shall not be responsible for normal wear and tear of materials or equipment in the Project or deterioration of fittings in the Schedule C Property due to non-occupation of the same for long durations.

15. **RIGHT TO ENTER THE APARTMENT FOR REPAIRS** :-

The Promoter, maintenance agency & association of allottees shall have rights of unrestricted access to all Common Areas and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of Allottees and/or maintenance agency to enter into the Schedule C Property 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.

16. **USAGE** :-

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Project shall be earmarked for purposes such as parking spaces and services including but not limited to electrical systems, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire-fighting pumps and equipment, and other amenities and facilities including those listed in Annexure – 4 and Annexure – 5, and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for rendering maintenance services. The Purchaser shall also not be entitled to use the open area abutting the apartment units on the ground floor or object to or interfere in the use of the same by the Owner to whom the same has been allocated as part of the apartment unit purchased by him/her.

17. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT

Subject to the provisions of Clause 13 above, the Allottee shall, after taking possession, be solely responsible to maintain the Schedule C Property at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Schedule C Property or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Schedule C Property and keep the Schedule C Property, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Schedule C Property or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Schedule C Property.

The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottees and/or maintenance agency appointed by association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

The Allottee shall make payment of charges towards consumption of water and electricity in the Schedule C Property based on usage of the same in the Schedule C Property. The Allottee has been informed and is aware that the Promoter shall be deciding on the design and installation of the water and electricity systems in the course of development of the Project depending on the feasibility of the same and shall be entitled to select the systems of its choice. The Allottee has also been informed that payment of water and electricity charges may depend on the systems installed by the Promoter and may be by way of pre-paid or post-pay mechanism and that continued supply of the same shall depend on timely payments being made by the Allottee.

Upon execution of the Deed of Sale in respect of the Schedule C Property in favour of the Allottee, it shall be the responsibility of the

Allottee to secure transfer of khata in respect of the Schedule C Property in his/her/their name.

The Allottee shall not object to the Promoter retaining one or more units in the project as their sales office / Mock-up apartment and the Promoter shall be entitled to showcase the same to their prospective customers. The Promoter has informed the Allottee and the Allottee understands that the flooring, painting, furniture and fixtures, kitchen and bathroom fittings and other materials and equipment used to furnish the sales office / Mock-up apartment is merely to showcase the extent to which the Schedule C Property can be furnished and is not a representation of the specifications that shall be used in the Schedule C Property. The material, texture, etc., that will be used in the Schedule C Property shall be as per Specification detailed in Annexure – 3 subject to availability at the time of installation and may vary in size, colour, etc., and the Allottee/s shall not object to the same.

18. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES** :-

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

19. **ADDITIONAL CONSTRUCTIONS** :-

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

20. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE** :-

After the Promoter executes this Agreement he shall not mortgage or create any additional charge on the Schedule C Property and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Schedule C Property.

21. **THE KARNATAKA APARTMENT OWNERSHIP ACT, 1972 and THE KARNATAKA OWNERSHIP FLATS (REGULATION OF THE PROMOTION OF THE CONSTRUCTION, SALE, MANAGEMENT AND TRANSFER) ACT, 1972** :-

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the Karnataka Apartment Ownership Act, 1972 (Karnataka Act 17 of 1973) and the Karnataka Ownership Flats (Regulation of the Promotion of the Construction, Sale, Management and Transfer) Act, 1971.

22. **BINDING EFFECT** :-

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee. 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, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

23. **ENTIRE AGREEMENT** :-

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

The Allottee shall not be entitled to transfer/assign his/her/its rights under this Agreement in favour of any third party without the previous express written consent of the Promoter in writing. It is clarified that the Promoter shall not be obliged to accord its consent to any such assignment as the rights, obligations and covenants under this Agreement are personal in nature. Any such assignment shall be permissible on a condition that the Allottee shall make payment to the Promoter of a sum equivalent to 2% of the sale consideration agreed to be paid by the assignee/transferee including the money payable by the assignee/transferee to the Allottee over and above the sale consideration stipulated under this Agreement. In the event such assignee/transferee is identified by the Promoter, the Promoter shall be entitled to an additional sum calculated at the rate of 2% of the sale consideration agreed to be paid by the assignee/transferee as commission.

24. **RIGHT TO AMEND** :-

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

25. **PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE OR SUBSEQUENT ALLOTTEES** :-

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

26. **WAIVER NOT A LIMITATION TO ENFORCE** :-

The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [Annexure C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

27. **SEVERABILITY** :-

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

29. **FURTHER ASSURANCES** :-

Both Parties agree that they shall execute, acknowledge and deliver to the other, such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

30. **PLACE OF EXECUTION** :-

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee. After the Agreement is duly executed by the Allottee and the Promoter, or simultaneously with the execution, this Agreement shall be registered at the office of the Sub-Registrar having jurisdiction over the subject matter hereof. Hence this Agreement shall be deemed to have been executed at Bengaluru.

31. **NOTICES** :-

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

To the Promoter:
M/s. CUMINS SANCTUM LLP,
____
Email ID : _____________

To the Purchaser:
____
______________.
Email ID : ______________

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

32. **JOINT ALLOTTEES**:-

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

33. **SAVINGS** :-

Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the Schedule C Property prior to the execution and registration of this Agreement for Sale for such Schedule C Property shall not be construed to limit the rights and interest of the Allottee under the Agreement of Sale or under the Act or the rules or the regulations made thereunder.

34. **GOVERNING LAW** :-

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

35. **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.

SCHEDULE A

(*Description of the Schedule A Property*)

Item No. 1

All that piece and parcel of immovable property being land bearing Site No. 68/A measuring 2,325.82 Square Meters (25,035 Square Feet), situated in 7th Block, Arkavathy Layout, formed upon land bearing Survey No. 88/3 of Jakkur Village, Yalahanka Hobli, Yalahanka Taluk, Bengaluru Urban District, and bounded on the:

East by	:	Property bearing Site No. 68/B (Parcel B) and Private Property;
West by	:	Road and lands bearing Survey Nos. 88/2 and 88/3;
North by	:	Land bearing Survey No. 87/5; and
South by	:	Road and land bearing Survey No. 88/3.

Item No. 2

All that piece and parcel of immovable property being land bearing Site No. 68/B measuring 3,833.82 Square Meters (41,266.85 Square Feet), situated in 7th Block, Arkavathy Layout, formed upon land bearing Survey No. 88/3 of Jakkur Village, Yalahanka Hobli, Yalahanka Taluk, Bengaluru Urban District, and bounded on the:

East by	:	Property bearing Site Nos. JK-332, JK-333 and Site No. 68/C and property belonging to the Bangalore Development Authority;
West by	:	Site No. 68/A (Parcel A) and private property;
North by	:	Land bearing Survey No. 87/5; and
South by	:	Road, Site No. 68/C (Parcel C) and property belonging to the Bangalore Development Authority.

Item No. 3

25035

All that piece and parcel of immovable property being land bearing Site No. 68/C, measuring 872.39 Square Meters (9390 Square Feet), situated in 7th Block, Arkavathy Layout, formed upon land bearing Survey No. 88/3 of Jakkur Village, Yalahanka Hobli, Yalahanka Taluk, Bengaluru Urban District, and bounded on the :

East by	:	Site No. 68/B and private property;
West by	:	Site No. 68/B;
North by	:	Site No. 68/B; and
South by	:	Road and private property.

SCHEDULE B

(*Description of the Schedule B Property*)

All that piece and parcel of immovable property being residential apartment unit bearing No. ______, measuring ______ Square Feet (______ Square Meters) of carpet area, equivalent to ______ **Square Feet (______ Square Meters)** of super built-up area, situated on the ______ **(__) floor** of the multistoried residential apartment complex known as "**Cumins Sanctum**", along with exclusive right to use **One (1)** designated covered car parking slot.

SCHEDULE C

(*Description of the Schedule C Property*)

______ **Square Feet (______ Square Meters)** of undivided share, right, title andinterest in the Schedule A Property.

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

OWNERS

____

Name: Shri. Harshad J. Parikh and Shri. S. Bhojaraju, represented by their Power of Attorney holder M/s. Cumins Sanctum LLP, acting through its authorised representative ____________.

DEVELOPER

____

Name : M/s. Cumins Sanctum LLP, acting through its authorised representative _________

ALLOTTEE/PURCHASER

______________________ ______________________

Name : ___________ *Name* : ___________

WITNESSES

______________________ ______________________

Name & Address : *Name & Address :*

Drafted by:
CREST LAW PARTNERS
Advocates
No. 33, Xavier layout
1st Cross, Victoria Road
Bengaluru – 560 047

ANNEXURE – 1

FLOOR PLAN

ANNEXURE – 2

TOTAL PRICE AND PAYMENT SCHEDULE

A.	BOOKING ADVANCE	5%
B.	ON AGREEMENT OF SALE	15%
C*.	MILESTONE BASED	80%
		100%

*** Milestone and payment details will be shared during the booking**

ANNEXURE – 3

SPECIFICATIONS

Structure:
RCC frame structure with solid block masonry walls/ACC Blocks

Car Parking:
Covered car parks in basement and ground floors.

Foyer/Living/Dining:
Vitrified tile flooring and skirting
Premium emulsion paint for walls and ceiling.

Bedrooms:
Laminated/vitrified flooring and skirting for master bedroom
Vitrified tile flooring and skirting for other bedrooms
Plastic emulsion paint for walls and ceiling.

Bathrooms:
Ceramic tile flooring
Ceramic wall tiling up to ceiling /false ceiling
False ceiling with grid panels
Wash basin on granite counter

Kitchen:
Ceramic tile flooring
Ceramic wall tiling
Premium emulsion paint ceiling
Reticulated/GAIL piping will be provided at additional cost.

Balconies/Utilities/Terraces/Exterior:
Ceramic tile flooring and skirting
MS handrail as per design
Premium emulsion paint for ceiling
All walls painted in textured paint/exterior grade paint.

Staircase:
Concrete treads and risers/natural stones
Premium emulsion paint for walls and ceiling.
MS handrail.

Common areas:
Vitrified tiles/natural stone
Premium emulsion paint for ceiling/false ceiling

Joinery:
Main door/bedroom doors-
Modular Door frame / Proprietary Door Frame
Modular door frame

Bathroom doors-
Modular Door frame / Proprietary Door Frame
Modular door frame

All other external doors to be manufactured in UPVC
UPVC glazed windows.

Lifts:
Schindler/Kone/Otis
Landscape Clubhouse:
Designer landscape with well-equipped clubhouse

Plumbing:
Sanitary fixtures of reputed make in all toilets (kohler make or eq.) Chromium plated fittings in all toilets (kohler make or eq.)
Water meter provided at additional cost
Hot and cold wall mixer with long body bibcock for the kitchen sink Provision for water heater & water purifier.

Electrical:
BESCOM Power supply
For 2 Bedroom Flat-5 Kilowatts single phase supply
For 3 Bedroom Flat - 6 Kilowatts three phase supply
Standby power backup (diesel Generator) of 40% capacity for apartments.
100% power back for common facilities
Power connection for split AC in living & all bedrooms
Telephone points in living and all master bedroom
Intercom facility from security cabin to each apartment with handset Switches of anchor roma/legrand make.

Security:
Access control at main entrances
CCTV cameras
Intercom facilities.

ANNEXURE – 4

COMMON AREAS AND AMENITIES

1.

ANNEXURE – 5

FACILITIES