



Paragraphs not highlighted are as per the draft Agreement notified under official Gazette.

Paragraphs highlighted in Yellow are additions or modifications made by Sobha Limited in the draft Agreement.

AGREEMENT FOR SALE

SOBHA MADISON HEIGHTS -TOWN PARK PHASE

Situated at Yadavanahalli Village,
Attibele Hobli,
Anekal Taluk,
Bengaluru Urban District

Between

M/S. Urban Space Projects Private Limited

& Others

And

Mr. B. Ramaiah & Another

And

Sobha Limited

In-favour of

<Name1>

Apartment No: <Unit No>/<Floor> Floor

SOBHA LIMITED

Registered Office: "SOBHA" Sarjapur-Marathahalli Outer Ring Road (ORR), Devarabeesanahalli,
Bellandur Post, Bengaluru – 560103

AGREEMENT FOR SALE

This Sale Agreement is made and executed on this _____, at Bengaluru.

BY AND BETWEEN:

- 1) **M/S. URBAN SPACE PROJECTS PVT.LTD.** A company registered under Companies act 1956, having its registered office at 2nd Floor, P R Business Centre, Above Croma, ORR, Marathahalli, Bangalore - 560037;
- 2) **NAMBIAR BUILDERS PRIVATE LIMITED** A Company incorporated under the Companies Act, 1956 and having its registered and corporate office at 2nd Floor, Business Center, Outer Ring Road, Kadubisanahalli, Marathahalli Post, Bangalore – 560 103;
- 3) **M/S. HOME LAND RESORTS PVT. LTD.,** A company registered under Companies act 1956, having its registered office at 2nd Floor, PR Business Center, Outer Ring Road, Kadubisanahalli, Marathahalli Post, Bangalore – 560 103;
- 4) **Mr. A.G. HEMANTH KUMAR,** S/o. Sri. M. S. Gangadharappa, Aged about 48 years, Residing at No. 1004, Dr. Rajkumar Road, IV Block, Rajajinagar, Bangalore – 560 010;
- 5) **Mr. ABHINANDAN T.S,** S/o Late T. Shivaraj, Aged about 30 years, Residing at B H Road, Sagar, Shimoga District, Karnataka;
- 6) **Mrs. SHEELA KULKARNI alias SHEELA KUMAR,** D/o Baburao Annarao Kulkarni, Aged about 53 years Residing at No. 62, 16th Cross Road, 14th B Main Road, BDA Complex, HSR Layout, Sector 4, Bangalore – 560 012;
- 7) **Mr. AMIT OMPRAKASH POOJARI,** S/o Omprakash, Aged about 46 years, Residing at 1249, 25th Main, 20th Cross, Near D Group, Purnachandra Layout, Shrigandhakaval, Gidadakonenahalli, Bengaluru – 560 091;

The parties serial Nos.1 to 7 above represented by their GPA holder M/s. Sobha Limited, authorised under registered GPA dated 24.07.2024, having its registered office at “SOBHA” Sarjapur-Marthahalli Outer Ring Road (ORR), Devarabeesanahalli, Bellandur Post, Bengaluru – 560103, hereinafter collectively referred to as the **“OWNERS”** and individually referred to as Owner (1), Owner (2), Owner (3), Owner (4), Owner (5), Owner (6) and Owner (7) (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators legal heirs and assign);

AND:

- 1) **Mr. B. RAMAIAH,** for self and as karta of his HUF and as guardian of the interest of the minor members of the HUF, S/o Late Bodappa, Aged about 72 years, residing at # 1024, 11th Main, 5th Cross, Hampinagara, Vijayanagara 2nd Stage, Bangalore – 560 104, hereinafter referred to as the **“CONFIRMING PARTY No. 1”**
- 2) **Mr. B. NARAYANAPPA,** for self and as karta of his HUF and as guardian of the interest of the minor members of the HUF, S/o Late Bodappa, Aged about 68 years, residing at # 178, Balajigara Beedhi, Near Yallamma Temple, Yadavanahalli, Anekal, Bangalore – 562 107, hereinafter referred to as the **“CONFIRMING PARTY No. 2”**

The Confirming Party No.1 and 2 are represented by their GPA holder M/s. SOBHA LTD, authorised under registered GPA dated 24.07.2024, having its registered office at “SOBHA” Sarjapur-Marthahalli Outer Ring

Road (ORR), Devarabeesanahalli, Bellandur Post, Bengaluru – 560103, hereinafter collectively referred to as the **“CONFIRMING PARTY”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their successors-in-interest, executors, administrators legal heirs and assigns);

AND:

SOBHA LTD

PAN - AABCS7723E

A Company incorporated under Indian Companies Act, 1956 and having its Registered Office at No. 51/5, Sarjapur – Marathahalli Outer Ring Road (ORR), Devarabeesanahalli, Bellandur Post, Bangalore – 560 103, represented by its Authorized Signatory Mr. _____, authorised vide resolution dated _____, hereinafter referred to as the **“DEVELOPER”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators, its successor in title and assigns);

The Owner, Confirming Party and the Developer are collectively referred to as the **“PROMOTER”** and individually referred as the Owner, Confirming Party No. 1, Confirming Party No. 2 and Developer as the case may be.

IN FAVOUR OF:

1. <Name1>

<Relation1> <Name3>

Aged about <Age1> years

<Address1>

<Pan1>

Aadhaar No:

Hereinafter referred to as the **“ALLOTTEE/S”** (which expression shall unless repugnant to the context or meaning thereof be deemed to include his/her/their legal heirs, representatives, executors, administrators, successors-in-interest and permitted assigns).

(The Owners, Confirming Party, Developer and the Allottee/s are collectively referred to as the **“Parties”** and individually referred as the **“Party”** as the case may be)

I. 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 (Central Act of 2016);
- (b) **“Applicable Law”** means all laws, statutes, regulations, codes, bye-laws, ordinances, treaties, judgments, decrees, directives, rules, guidelines, orders, policies and other requirements of any Governmental Authority having jurisdiction over the Schedule “A” Property which are in effect;
- (c) **“Association or Association of Allottees or Allottees Association”** shall all mean the same, being the Association of Allottees that is established in respect of the Composite Residential Development on the Schedule A Property known as **“Sobha Hamptons – Town Park” and “Sobha Madison Heights – Town Park”** as per the provisions of the Karnataka Apartment Ownership Act, 1972 and Rules made thereunder;
- (d) **“Appropriate Government”** means the State Government of Karnataka;
- (e) **“Block/s – Wing/s”** shall mean individually or collectively the Block/s and Wing/s constructed and being constructed in the Phases developed on Schedule A Property as per the Sanction Plan and registered under the Act as different Phases/Projects as the case may be;
- (f) **“Booking Amount”** shall mean 10% of the Total Price detailed under clause 1;
- (g) **“Carpet Area”** means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the areas covered by the internal partition walls of the apartment.
- (h) **“Common Areas, Common Amenities & Facilities of the Composite Development”** shall mean and include those amenities and facilities of the Composite Development as detailed in

Annexure III hereto which will be common for the Composite Development. The Common Areas, Amenities and Facilities are subject to such reasonable, non-discriminatory rules and regulations as are prescribed by the Promoter or the Association to be followed by all the allottees/occupiers of the Apartments;

- (i) **“Composite Development”** shall mean the composite development in Schedule A Property i.e., **“Sobha Hamptons – Town Park”** which comprises of 2 (two) Phases with different Wings and **“Sobha Madison Heights – Town Park”** which comprises of 2 (two) Phases with different Wings developed independently at the sole discretion of the Promoter and collectively known as **“Sobha Hamptons Madison Heights – Town Park”**;
- (j) **“Deed of Declaration”** shall mean the deed of declaration that would be executed by the Promoter to submit the Composite Development under the provisions of the Karnataka Apartment Ownership Act, 1972;
- (k) **“Interest”** means the rate of interest payable by the Promoter to the Allottee or by the Allottee to the Promoter, as the case may be, shall be the State Bank of India highest marginal cost of lending rate plus two percent and all other applicable taxes.
- (l) **“Other Charges and Expenses”** shall mean the amounts such as costs incurred for infrastructure development as required by the authorities for obtaining the BESCOM and Water and Sewage connections / services and the expenses incurred for obtaining and developing such infrastructure and any other such charges, which amounts the Allottee is required to pay in addition to the Sale Consideration, Cost of Construction and Statutory Payments.
- (m) **“Payment Plan/Schedule”** shall mean the payments of instalments payable by Allottee under Annexure VI hereto.
- (n) **“Rules”** means the Karnataka Real Estate (Regulation and Development) Rules, 2017;
- (o) **“Regulations”** means the Regulations made under the Real Estate ((Regulation and Development) Act, 2016;
- (p) **“Section”** means section of the Act;
- (q) **“Statutory Payments”** shall mean statutory charges such as deposits payable to BESCOM and Water and sewage Connection and/or to any other statutory bodies, including Goods and Service Tax (“GST”) as applicable from time to time, which will be payable by the Allottee in addition to the Sale Consideration, Cost of Construction and Other Charges and Expenses, under this Agreement;
- (r) **“Super Built-Up Area”** of any Apartment/Unit shall mean the aggregate of (i) the Carpet Area of such Apartment/Unit, and (ii) thickness of the external walls (iii) balconies and a proportionate share of the Common Areas and such of the Common Area used for housing the Common Amenities and Facilities;
- (s) **“Undivided share in Land”** means the corresponding undivided share in land for the Apartment/Unit in the Schedule “A” Property;

II. WHEREAS:

- A. The Owner Nos. 1 to 7 are the absolute owners of all that piece and parcel of the residentially converted lands, situated at Yadavanahalli Village, Attibele Hobli, Anekal Taluk, Bangalore District, in all measuring 29 Acre 26.50 Gunta (hereinafter referred to as **Item No.1**) wherein (a) Owner No.1 is holding an extent of 3 Acre 14 Gunta in Survey No.54/1, an extent of 13 Gunta in Survey No.54/2, an extent of 25 Gunta in Survey No.54/3, an extent of 20 Gunta in Survey No. 54/4, an extent of 20 Gunta in Survey No. 54/5, an extent of 1 Acre 02 Gunta in Survey No.55/3, an extent of 29 Gunta in Survey No.55/5, an extent of 08 Gunta in Survey No.56/3, an extent of 07 Gunta in Survey No.56/4, an extent of 2 Acre 06 Gunta in Survey No.56/5(p), an extent of 3.75 Gunta in Survey No.56/6, an extent of 10 Gunta in Survey No.56/7, an extent of 27.75 Gunta in Survey No.58/1(p), an extent of 07.25 Gunta in Survey No.59/2, an extent of 4 Acre in Survey No.60/1, an extent of 30 Gunta in Survey No.73/2, an extent of 30 Gunta in Survey No.74/6(p), an extent of 21 Gunta in Survey No.74/7(p) and an extent of 07.25 Gunta in Survey No.74/11(p), (b) Owner No.2 holding an extent of 1 Acre 28 Gunta in Survey No.55/2, (c) Owner No.3 holding an extent

of 13.75 Gunta in Survey No.56/7, (d) Owner No.4 holding an extent of 1 Acre 02 Gunta in Survey No.52/2, an extent of 15 Gunta in Survey No.58/1(p), an extent of 31.50 Gunta in Survey No.59/1 and an extent of 33.50 Gunta in Survey No.59/2, (e) Owner No. 5 holding an extent of 32.75 Gunta in Survey No.58/1(p), an extent of 31.50 Gunta in Survey No.59/1, an extent of 09.50 Gunta in Survey No.59/2, and an extent of 2 Acre 23 Gunta in Survey No.74/8(p), (f) Owner No. 6 holding an extent of 1 Acre 35 Gunta in Survey No.55/1, (g) Owner No. 7 holding an extent of 1 Acre 10 Gunta in Survey No.73/3(p). The Confirming Party are absolute owners of all that piece and parcel of the residentially converted lands situated at Yadavanahalli Village, Attibele Hobli, Anekal Taluk, Bangalore District, being an extent of 1 Acre 08 Gunta in Survey No.74/7, an extent of 30 Gunta in Survey No.73/1 and an extent of 02 Gunta in Survey No.55/4 in all measuring about 2 Acre (hereinafter referred to as **Item No.2**). The Item No.1 and Item No.2 are totally measuring about 31 Acre 26.50 Gunta or 1,28,133.07 Sq.Mtrs. and are hereinafter collectively referred to as the **“Schedule A Property”**.

- B. The Owner No. 1 to 7 have entered into a Joint Development Agreement (**‘JDA 1’**) dated 24/07/2024 (registered as Document No.ABL-1-06293/2024-25 of Book 1 in the office of the Senior Sub-Registrar, Anekal, on 16/08/2024) with the Developer in respect of the Item No.1. The Owner No.1 had entered into a Joint Development Agreement dated 19.08.2015 registered as Document No.ABL-1-02791/2015-16, Book-I, stored in C.D.No.ABLD243, at the office of the Sub-Registrar, Attibele, Anekal Taluk (Principal JDA) with the Confirming Party along with other property and have assigned their rights under the Principal JDA in respect of Item No.2, in favour of the Developer under a Joint Development Agreement (**‘JDA 2’**) dated 24/07/2024 (registered as Document No.ABL-1-06284/2024-25 of Book 1 in the office of the Senior Sub-Registrar, Anekal, on 16/08/2024) duly confirmed by the Confirming Party. JDA 1 and JDA 2 are hereinafter collectively referred to as **“JDA”**.
- C. As per terms agreed under the JDA, the Developer shall develop the Schedule A Property into residential development and on such development, the Developer has agreed to share the revenue deriving out of the saleable area with the Owners and the Confirming Party as detailed in the respective JDA. Accordingly, the Owner and the Confirming Party have authorised the Developer to sell and dispose of the saleable area from the development of the Schedule A Property and accorded such other powers related to the development of the Schedule A Property under the Power of Attorney dated 24/07/2024 executed by Owner No. 1 to 7 (registered as Document No.ABL-4-00181/2024-25 of Book 4 in the office of the Senior Sub-Registrar, Anekal on 16/08/2024) and 2) Power of Attorney dated 24/07/2024 executed by Owner No.1 and Confirming Party (registered as Document No.ABL-4-00179/2024-25 of Book 4 in the office of the Senior Sub-Registrar, Anekal on 16/08/2024).
- D. Pursuant to the above, the Promoter have formulated a Scheme for developing the Schedule “A” Property into a Composite Development of residential group housing project comprising of several Projects/ Phases consisting of different Blocks/Wings of Apartments with common amenities and facilities as stipulated under this agreement and has got necessary approvals, NOCs, sanctions for the development in respect of the Schedule “A” Property from the concerned statutory authorities. The Composite Development shall be known as **“Sobha Hamptons Madison Heights - Town Park”** and **“SOBHA MADISON HEIGHTS – TOWN PARK PHASE _____”** is one of the phase being developed as per the scheme in the Composite Development with common roads, amenities and facilities including Clubhouse and Swimming Pool is hereinafter referred to as the **Project**.
- E. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said Schedule “A” Property on which Project is to be constructed have been completed.
- F. The Promoter has secured a Master Development Plan bearing No.APA/LAO/53/2023-24 dated 22.02.2024 from the Anekal Planning Authority (**‘APA’**) for the development on the Schedule “A” Property. As per the requirement from Planning Authority for issuance of Development Plan, the Promoter has relinquished an extent of 12815.64 sqm towards Parks and Open Spaces to Anekal Planning Authority under a Relinquishment Deed dated 13/02/2024 (registered as Document No. ABL-1-14899/2023-24 of Book 1 in the office of the Senior Sub-Registrar, Basavanagudi (Attibele), Anekal Taluk) and an extent of 14507.96 sqm towards Road to Neralur Garama Panchaythi Office

under a Relinquishment Deed dated 13/02/2024 (registered as Document No.ABL-1-14898/2023-24 of Book 1 in the office of the Senior Sub-Registrar, Basavanagudi (Attibele), Anekal Taluk) from and out of the Schedule "A" Property.

- G. The Promoter has earmarked an extent of 6406.65 sqm in the Schedule "A" Property for Civic Amenities, as shown in the Development Plan and the Promoter shall be utilizing the area reserved for Civic Amenities for the purpose of constructing a Club House and other amenities and facilities for the common usage and benefit of all the apartment allottees of the Composite Development. The proportionate undivided share in the land of the Civic Amenities is considered/included in the calculation of the Undivided Share in land to the respective Apartment Allottees.
- H. The Schedule "A" Property comes within the limits of Neralur Gram Panchayath and the _____, Neralur Gram Panchayath has issued amalgamated Khata bearing No. _____ in respect of the Schedule "A" Property..
- I. The Promoter has secured a Sanctioned Plan/Commencement Certificate bearing No.APA/CC/____/, dated _____ from the Anekal Planning Authority for the Composite Development and shall construct the Projects/ Phases / Wings, in accordance with and in compliance with the sanctioned plans, clearances, sanctions and approvals from the Authorities. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with Section 14 of the Act and other laws as applicable.
- J. As per the scheme formulated the residential buildings shall be constructed in several phases at different times in phases and such phases/projects shall be interlinked to form a composite development and persons who are desirous of owning apartment/s of their choice could be nominated by the Promoter to purchase proportionate undivided share in Schedule "B" Property ie., the undivided share in the Schedule A Property utilised for "Sobha Hamptons – Town Park" (morefully set out in Schedule B hereunder and hereinafter referred to as "Schedule B Property"), with right to construct through the Promoter the Apartment morefully described in the Schedule "C" hereunder.
- K. The Allottee agrees that the Promoter will be entitled to reserve the easement rights in perpetuity in the roads and other passages leading to each of the buildings and other development/s in the Schedule "A" Property, to develop buildings/wings in other phases of the Schedule "A" Property and it is a restrictive covenant which runs with the Schedule "A" Property and the Allottee shall not object to such use and enjoyment of the roads and passages and other amenities and facilities in Schedule "A" Property by the Promoter and /or their transferees and/or persons authorized by the Promoter. The Allottees have no objections whatsoever for the Promoter using the said roads as access roads for any future development adjoining the Schedule "A" Property.
- L. The Promoter has registered the Project under the provisions of the Act with Real Estate Regulatory Authority of Karnataka, at Bengaluru on _____ under registration No. _____.
- M. The Promoter has informed the Allottee and the Allottee is aware and has consented that the Common Areas of the Project, shall be maintained by the Association all the Allottees of the Apartments in the Project. In terms of the scheme formulated by the Promoter, any person/s interested in owning an Apartment will be entitled to undivided share in the Schedule "A" Property taking into consideration the FAR consumed. The Promoter has informed the Allottee and the Allottee is aware and has consented that the common amenities and facilities shall be maintained by the Association of all the allottees of the apartments in the Composite Development in terms of the scheme formulated by the Promoter.
- N. The Promoter, reserving easement rights in perpetuity on the roads and other passages leading to each of the buildings and other development/s in the Schedule "A" Property, had offered to sell undivided share of land in Schedule "B" Property to persons who are desirous of owning the apartments in the Project with a condition that such persons should simultaneously enter into this agreement with the Promoter for Sale of Schedule "C" Property.
- O. The Allottee herein desirous of owning an apartment in the project, after being satisfied with the title of the Promoter on the Schedule "A" Property and the scheme formulated, has made an application for allotment of the Apartment in the Project **"SOBHA MADISON HEIGHTS – TOWN PARK PHASE _____"** of the Composite Development vide

Application dated <Date of Application> and the Allottee has been allotted with Apartment No.<Unit No> on the <Floor> Floor of “**SOBHA MADISON HEIGHTS – TOWN PARK** _____” (shown as Block <Block> in the Sanction Plan) of the “**SOBHA MADISON HEIGHTS – TOWN PARK PHASE** _____” having a Carpet Area of <Carpet Area> sft, Balcony Area of <Balcony Area in Sqft> sft, Common Areas of <Common Area> sft, (total Super Built-up Area of the Schedule “C” Apartment is <Super Builtup Area> sft) along with <No of Carparks> car park/ing in the basement as permissible under the applicable law with proportionate share in the Common Area of “**Sobha Hamptons Madison Heights – Town Park**” and common amenities and facilities of the Composite Development, more particularly described in Schedule “C” hereunder and hereinafter referred to as Schedule “C” Apartment and the floor plan of the apartment is annexed hereto as Annexure IA; with <UDS Percentage>% (<UDS in Sqft> sft / <UDS in Sqm> sqm) undivided share in the Schedule “B” Property more fully set out in Schedule “C” hereunder and hereinafter referred to as the Schedule “C” Undivided Share (The Schedule “C” Apartment and Schedule “C” Undivided Share are collectively referred to as **SCHEDULE “C” PROPERTY**).

- P. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- Q. The Parties hereby confirm that they are signing this Agreement **after taking legal advice** and with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to “**Sobha Hamptons Madison Heights – Town Park**” and the corresponding “**SOBHA MADISON HEIGHTS – TOWN PARK PHASE** _____”;
- R. The Parties, relying on (i) the confirmations, representations and assurances of each other (ii) to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now entering 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 agree to sell and the Allottee hereby agrees to purchase the Schedule “C” property as specified in clause O;
- III. **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:**

That in pursuance of the foregoing and in consideration of the Allottee joining the scheme of development and paying (a) the Sale Consideration, the Cost of Construction (b) the Other Cost, Charges and Expenses, (c) the Statutory Payments and complying with the Allottee Covenants and the obligations herein, the Promoter agree to sell to the Allottee and the Allottee agrees to purchase from the Promoter the Schedule “C” Undivided share and with right to get constructed through the Developer the Schedule “C” Apartment under the Scheme in terms of this Agreement.

The Total Price for the Schedule C Property based on the areas mentioned herein Schedule “C” Property is **Rs.<NCR TOTAL AMT>/- (Rupees <NCR TOTAL AMT> Only)** (“Total Price”),

The Total Price is inclusive of Sale Consideration of Schedule “C” Undivided share and Cost of Construction of Schedule “C” Apartment, the Other Cost, Charges and Expenses, the Statutory Payment Taxes, Cess etc., The break-up of each cost components with detailed descriptions provided in the Annexure VI hereto.

1.1 **CONSIDERATION FOR THE SCHEDULE “C” PROPERTY**

1.1.2 The Sale Consideration to be paid by the Allottee to the Promoter, shall be **Rs.<Land Cost Int>/- (Rupees <Land Cost Word> Only)** as per Annexure VI (Payment Plan) towards proportionate cost of Undivided Share of land and the Cost of Construction of the Schedule C Apartment hereby agreed to be constructed and delivered and includes taxes and other statutory charges as detailed therein.

1.1.2 The Allottee shall in addition to the above consideration pay difference in the applicable GST, cost towards development and infrastructure works and the amounts / other charges etc., if any as mentioned in Annexure VI.

1.1.3 The Allottee shall be required to pay the Sale Consideration in terms of Annexure VI hereto **(Payment Plan)**

1.1.4 The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Schedule C Property.

1.2 **PAYMENT OF BOOKING AMOUNT AND BALANCE OF THE SALE CONSIDERATION, THE OTHER COST CHARGES AND EXPENSES AND THE STATUTORY PAYMENTS**

1.2.1 The Allottee has paid a sum of **Rs.<Booking Amount Int>/- (Rupees <Booking Amount Word> Only)** as Booking Amount being part payment towards the Total Price of the Schedule "C" Property at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Schedule "C" Property as prescribed in Annexure VI, as may be demanded by the Promoter within the time and in the manner specified therein. Provided that if the Allottee delays in payment towards any amount for which is payable, he/she shall be liable to pay interest as stipulated in the Rules.

1.2.2 The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Service Tax (GST) as applicable from time to time, including input tax revised or any other similar taxes which may be levied in connection with the construction of the Project payable by the Promoter by whatever name called; and the same shall be payable by the Allottee on or before handing over the possession of the Schedule "C" Property to the Allottee, after obtaining the completion certificate by the Project Architect; Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification: Provided further that if any increase in the taxes after the expiry of the schedule dated of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee;

1.2.3 The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in clause 1.1 above and the Allottee shall make payment demanded by the Promoter within the time and in the manners specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc., have been imposed or become effective;

1.2.4 The Total Price of Schedule C Property includes recovery of price of land, construction of the Apartment including the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift (if applicable), water line and plumbing, finishing with paint, tiles, doors, windows etc., in the common areas, maintenance charges as per clause 11 etc. and includes cost for providing all other facilities, amenities, club house and specifications to be provided within the Schedule C Property and the Project.

1.2.5 The Allottee has assured the Promoter that the Allottee shall pay the balance of the sale consideration, the balance of the construction cost and the other costs, taxes, charges and expenses without any delay or default. The payment plan is linked to the percentage completion of each stage of construction as set out in Annexure II. The Allottee is fully aware and has agreed that the time of payment of the amounts in terms of Payment Plan and each instalment is the essence of the contract in view of the Scheme. The Allottee acknowledges that any delay in payment would affect the entire Composite Development adversely. The Allottee has assured the Promoter that the balance consideration as scheduled in Annexure VI shall be paid by the Allottee within 15 (fifteen) days of the Promoter having raised a demand for payment of such instalment based on the activity completion in writing. In the event of any acceleration in any stages of construction due to the Promoter having completed the stage of construction in advance, then the Allottee shall make such payment within 30 (thirty) days from the demand being raised by the Promoter. However, in case, the payment schedule as mentioned in Annexure VI is date based the amount payable is due on that particular date.

- 1.3 The Total Price is escalation – free, save and except increases which the Allottee hereby agrees to pay, due to increase on account development charges payable to the competent authority and /or any other increase in charge which shall be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges/taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee.
- 1.4 The Allottee shall make the payment as per the payment plan set out in Annexure VI.
- 1.5 **Tax Deduction at Source (“TDS”) as applicable on Sale Consideration and Cost of Construction shall be paid by the Allottee as per the provision of section 194 IA. The Allottee shall issue a certificate of deduction of tax in Form 16B to the Promoter within 15 (fifteen) days from the date of deduction.**
- 1.6 The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments 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 the Allottee by the Promoter.
- 1.7 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, and specifications and the nature of fixtures, fittings and amenities Annexure III and Annexure IV (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the apartment 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.
- 1.8 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after construction of the Building is complete and the completion certificate is issued by the Project Architect/ granted by the competent authority if any, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area then the Promoter shall refund the excess money paid by the Allottee within sixty days with annual interest at the rate prescribed in the Act, 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 apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Annexure VI. All these monetary adjustments shall be made at the same rate per square feet as agreed in clause 1.1 of this Agreement.
- 1.9 Subject to clause 9.3, the Promoter agrees and acknowledges, the Allottee shall have the right to the Schedule C Property as mentioned below:
 - 1.9.1 The Allottee shall have exclusive ownership of the Schedule C Apartment;
 - 1.9.2 The Allottee shall also have undivided proportionate share in the common areas. Since the share/ interest of the 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 them. It is clarified that the Promoter shall hand over the common areas to the association of the allottees after duly obtaining the Completion Certificate from the Project Architect or the competent authority, if any as per law;
 - 1.9.3 That the computation of the price of the Schedule C Property includes recovery of price of land, construction of (not only the Schedule C Apartment but also) the Common Areas, internal development charges, external development charges, taxes, cost of providing electrical wiring, electrical connectivity to the Schedule C Apartment, lift, water line and plumbing, finishing with paint, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per clause 11 etc. and includes cost for providing all

other facilities, amenities and specifications to be provided within the Schedule C Apartment and the Project and also the Composite Development;

- 1.9.4 The Allottee has the right to visit the project site to assess the extent of development of the project and his Apartment as the case may be.
- 1.10 It is made clear by the Promoter and the Allottee agrees that the Schedule C Apartment along with the car parking shall be treated as a single indivisible unit/apartment for all purposes. It is agreed that the “Sobha Hamptons Madison Heights – Town Park” is an independent, self-contained Composite Development 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 Composite Development facilities and amenities shall be available only for use and enjoyment of the Allottee of the Composite Development.
- 1.11 The Promoter agrees to pay all outgoings before transferring the physical possession of the Schedule C Apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent(if any), 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 Allottee or any liability, mortgage loan and interest thereon before transferring the Schedule C Apartment to the Allottee, 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.

2. **MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments towards the balance of the Sale Consideration and the balance of the cost of construction, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [Annexure VI] either through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of ‘the Promoter’ payable at Bangalore. Bank details for payment is as below:

Project Bank Details			
Bank Name*	KOTAK MAHINDRA BANK	Branch Name*	MG Road, Bangalore
Account Name*	SOBHA LIMITED-RERA Designated Account for Sobha Madison Heights-Townpark Phase 1 W5 to 7		
Account No.*	0249886335	IFSC Code*	KKBK0008066
State/UT*	Karnataka	District*	Bengaluru Urban
PIN Code*	560001	MICR Code*	

In cases of out station cheque/s 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 on net credit of the amount of the instalment. In case of the first time a cheque is dishonoured, a sum of Rs.1,000/- would be debited to the Allottee's account. In the event of subsequent dishonour, a sum of Rs.2,000/- would be debited to the Allottee's account in addition to the bank charges. These charges are levied towards the administrative and clerical expenses, man hours consumed for addressing the issue, conveyance charges, coordination for and collection of the dishonoured cheque etc., from the Bank.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee/s if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment for acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter 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/s understand/s and agree/s that in the event of any failure on his/her/their part to comply with the applicable law and guidelines issued by the Reserve Bank of India, he/she/they shall exclusively liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable from time to time.
- 3.2 The Promoter accepts no responsibility and liability in regard to matters specified in clause 3.1 above. The Allottee/s shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/s to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the Schedule C Apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project under Section 3 and Section 6 of the Act with the Authority and towards handing over the Schedule C Apartment to the Allottee and the common areas to the association of the Allottees or the competent authority, as the case may be. Similarly, the Allottee also shall abide by the time schedule in the present Agreement for making payment of the amounts. The Allottee agrees that the timely completion of the entire Project and the Composite Development is contingent upon timely payments to be made by the Allottee.

6. CONSTRUCTION OF THE SCHEDULE "C" APARTMENT

- 6.1 The Allottee has seen the sanctioned plan, architectural specifications as detailed in Annexure IV, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities (annexed along with this agreement) which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project and the Composite Development in accordance with the sanction plans, floor plans, specifications, amenities and facilities set out herein in the manner agreed under this Agreement. 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 Government of Karnataka and shall not have an option to make any variation / alterations / 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. Provided that the Promoter may make such minor additions or alterations as permitted under the provisions of the Act or as directed by any Local Authority.

7. POSSESSION OF THE SCHEDULE “C” APARTMENT

- 7.1 Schedule for possession of the said Apartment - The Promoter agrees and understands that **as per this Agreement** timely delivery of possession of the Schedule C Apartment to the Allottee and maintenance of the common areas to the association of the allottees, is the essence of the Agreement. The Promoter assures to hand over possession of the Schedule C Apartment along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on **<Penalty Date>**, **or such extended date approved by RERA, Karnataka as provided under Section 6 of the Real Estate (Regulation and Development) Act 2016, which is hereinafter referred to as Completion period**, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, Pandemic or any other calamity or natural disaster caused by nature affecting the regular development of the real estate project (“Force Majeure”). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Schedule C Apartment, 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 Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 60 days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.
- 7.2 **The Completion Period shall be extended by such time as the Promoter may specify in writing if the development is delayed by any Force Majeure event that is notified and delays by statutory authorities in issuing clearances with respect to the project despite the Promoter having complied with all the requirements, which prevents the Promoter from discharging its obligations hereunder and such delay is not directly or indirectly attributable to negligence of the Promoter.**
- 7.3 Procedure for taking possession – **Subject to the Allottee having complied with the obligations under this Agreement and there being no Force Majeure circumstances, the Promoter shall secure the completion of the Project/Phase within the Completion Period. The Promoter, upon obtaining the completion certificate from the Project Architect shall intimate in writing to the Allottee in terms of this Agreement and the Allottee shall come forward to pay all the amounts due and payable under the Payment Plan within a period of 30(thirty) days of the Promoter raising the Final Payment Request Letter (FPRL). The Allottee shall take possession of the Schedule “C” Apartment within two (2) months from the date of receipt of the Completion Certificate from the Project Architect and complete the registration of the Sale Deed within three (3) months of the date of receipt of the Completion Certificate. If the Allottee is not present on the day of registration of the Sale Deed, as fixed by the Promoter, the Allottee shall be liable to pay an additional charge of Rs.5,000/- for co-ordination and logistic charges for fixing the next date of registration. The Promoter agrees and undertakes to indemnify the allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on the part of the Promoter under this clause. The Allottee, after taking the possession, agrees to pay the maintenance charges as determined by the Promoter/Association of the allottees.**
- 7.4 **Failure of Allottee to take Possession of Schedule C Apartment - In case the Allottee fails to take possession of his/her/their/its Schedule “C” Unit/Apartment within three (3) months from the date of issue of Completion Certificate by the Project Architect, the Allottee shall continue to be liable to pay maintenance charges and also the handling charges of Rs.10,000/- per month till the Allottee takes possession of the Schedule “C” Unit/Apartment.**
- 7.5 Possession by the Allottee – After obtaining the completion certificate from the Project Architect and handing over physical possession of the Schedule C Apartment to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of allottees as per the local laws.
- 7.6 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 execution and registration of the Cancellation Deed of this Agreement before the concerned Jurisdictional Sub Registrar Office and returning of original of this Agreement for Sale as the case may be.

- 7.7 Compensation – The Promoter shall jointly and severally compensate the Allottee in case if any loss caused to him/her due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event or any delay from the statutory authorities in issuing clearance with respect to the project despite the Promoter having complied with all the requirements and/or with all the directions issued by the appropriate authority, which prevents the Promoter from discharging its obligations hereunder and such delay is not directly or indirectly attributable to negligence of the Promoter, if the Promoter fails to complete or is unable to give possession of the Schedule C Property (i) in accordance with the terms of this Agreement, duly completed by the date specified in clause 7.1; or (ii) due to discontinuance of its business as a Promoter on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by the Promoter in respect of the Schedule C Property, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within Sixty days if it becoming due. Provided that where if the Allottee does not intent to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Schedule C Apartment, which shall be paid by the Promoter to the Allottee within Sixty (60) days of it becoming due.

8 REPRESENTATIONS AND WARRANTIES

The Allottee acknowledges that they have entered into this Agreement and have agreed to own the Schedule “C” Undivided Share, and get constructed the Schedule “C” Apartment from the Promoter, taking into consideration the Disclosures made by the Promoter under Clause 13 below and based on the representations and warranties of the Promoter set out below (the “Promoter Warranties”):

- 8.1 The Owner and the Confirming Party are the absolute Owners of the Schedule “C” Undivided Share with exclusive possession of the Schedule “A” Property and no Person other than the allottees shall have any right (legal or beneficial), claim, interest or demand in any manner whatsoever to or in respect of the Schedule “C” Undivided Share;
- 8.2 The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- 8.3 There are no encumbrances upon the Schedule “A” Property or the Project. provided that, the Promoter may avail financial facility from the Financial Institution/Bank as provided under the Act;
- 8.4 The Promoter has the power to enter into and perform this Agreement and upon execution, this Agreement, would constitute legal, valid and binding obligations on the Allottee and the Promoter;
- 8.5 The Promoter has the absolute and unconditional right to sell, transfer or otherwise alienate the Schedule “C” Undivided Share;
- 8.6 To the knowledge of the Promoter, the Schedule “C” Property is not subject to any litigation, third party claim, demand, attachment or a process issued by any court or Authority save and except the one disclosed under the provisions of the Act, if any, from time to time. Further there is no order or restraint by any Court or order from any Authority prohibiting or restraining the alienation of the Schedule “C” Undivided Share in the manner herein contemplated;
- 8.7 All approvals, licenses and permits issued by the Authorities with respect to the Project are valid and subsisting and have been obtained by following due process of law; Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in force in relation to the Project, said Land, Building and Schedule “C” Property and common areas;

- 8.8 The Promoter has duly paid and will 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 of the Project;
- 8.9 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;
- 8.10 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;
- 8.11 The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling and constructing the Schedule "C" Property to the Allottee in the manner contemplated in this Agreement.
- 8.12 The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Schedule "C" Property which will, in any manner, affect the rights of Allottee under this Agreement;
- 8.13 At the time of execution of the sale deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Schedule "C" Property to the Allottee.

9 EVENTS OF DEFAULTS AND CONSEQUENCES:

- 9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default in the following events:
 - 9.1.1 The Promoter fails to provide ready to move in possession of the Schedule C Apartment to the Allottee within the time period specified in clause 7.1 and 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 Apartment shall be in a habitable condition which is complete in all respect including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which completion certificate has been issued by the Project Architect or Occupancy Certificate issued by the Competent Authority if any, as prescribed under law;
 - 9.1.2 Discontinuance of the Developer's business as a Developer/Promoter on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made thereunder.
- 9.2 In case of Default by Promoter under the conditions listed above, the Allottee is entitled to the following:
 - 9.2.1 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
 - 9.2.2 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 Apartment, along with interest at the rate prescribed in the Rules within sixty days (60) of receiving the termination notice:

Provided that where the Allottee does not intend to withdraw from the project or terminate the Agreement, he/she shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Schedule C Apartment, which shall be paid by the Promoter to the Allottee within Sixty days of it becoming due.

9.3 The Allottee shall be considered under a condition of Default, on the occurrence of the following events **and consequences for such Default:**

- (i) In case the Allottee fails to make payments for two consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond two consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment/Unit, in favour of the Allottee and refund the money paid by the allottee by deducting the booking amount, **taxes paid, statutory payments, administrative charges** and the interest liabilities and this Agreement shall stand terminated upon the execution and registration of the cancellation of this Agreement before the concerned Jurisdictional Sub Registrar Office as the case may be. Provided that the promoter shall intimate the allottee about such cancellation at least thirty days prior to such termination.

9.4 If the Allottee has taken loan facility from any financial institution or the bank, then in that event based on the terms of such loan, the amounts that the Allottee would be entitled to in terms as stated above would be handed over to the financial institution or the bank, and against the receipt of such amount, the bank/financial institution shall forthwith issue "no dues certificate" in favour of the Promoter and hand over the original of this Agreement that may be deposited by the Allottee against the Promoter paying the amounts to the bank or any financial institution.

10 CONVEYANCE AND DELAY IN TAKING CONVEYANCE

10.1 The Promoter, on receipt of Total Price of the Schedule C Property as per Annexure VI / Payment Plan under this Agreement from the Allottee, shall intimate the Allottee/s to get the sale deed registered in their favour and convey the title of the Schedule C Apartment together with proportionate undivided share i.e., Schedule C Property and the Allottee undertakes that the Allottee, shall come forward to take conveyance on the Promoter having informed the Allottee that the Promoter is ready to execute conveyance in terms of this Agreement and the Parties shall execute the conveyance deed within three (3) months of the receipt of the Completion Certificate as detailed in Clause 7.3 above. **The Allottee shall be liable to pay the applicable stamp duty and registration fees and related charges for the registration of the sale deed.** In case the Allottee fails to make payment of the stamp duty and registration charges in time, the allottee authorised the promoter to withhold registration of the sale deed in his/her/their favour till payment of stamp duty and registration charges is made by the Allottee/s.

10.2 Consequent upon the Promoter informing that the Schedule "C" Apartment is ready for handover after receiving the Completion Certificate, the Allottee shall pay all the amounts due and payable under the Payment Plan within a period of 30 (thirty) days of the Promoter raising the Final Payment Request Letter (FPRL) and shall come forward to take conveyance of the Schedule "C" Property in terms of this Agreement within three (3) months from the date of receipt of Completion Certificate by the Project Architect. In the event of the Allottee failing to make payments and taking conveyance, it shall be construed as breach on the part of the Allottee, and the consequences as provided in clause 9.3 shall become applicable and the Promoter will be entitled to enforce any of its rights thereunder.

10.3 The Allottee shall also be liable to pay the power charges from the date of the completion of the project, municipal taxes, levies, maintenance charges and any other amounts the Allottee is required to pay under this Agreement even if the possession and conveyance is not taken, and the Promoter has not terminated this Agreement.

11 MAINTENANCE OF THE SCHEDULE "C" APARTMENT/UNIT AND THE COMMON AREAS AND AMENITIES OF THE COMPOSITE DEVELOPMENT AND MAINTENANCE DEPOSIT

11.1 The Promoter shall be responsible to provide and maintain essential services in the Project **for one year from the date of project being ready for occupation / on receipt of the completion certificate issued by the Project Architect** or taking over of the maintenance of the project by the Association of the Allottees **which ever is earlier.**

- 11.2 The Allottee shall pay Maintenance deposit of **Rs.<Maintenance Deposit>/-** per apartment as demanded in the Final Payment Request Letter. The said deposit will be retained by the Promoter and the interest at the rate prevailing from time to time of a standard Nationalized Bank will be considered as interest earned on the maintenance deposit. In the case of any over expenses which are over and above the interest, the short fall will be adjusted against the maintenance deposit paid monthly. The interest on the Maintenance deposit will commence from the date of the commencement of Maintenance and Defect Liability Period of the project/Block/Wing whichever is earlier. During the Period Promoter maintaining the Common Area of the Project, all details towards maintenance expenses will be shared with Adhoc / Association formed. The Allottee shall bear all applicable taxes, cess, charges, statutory levies, etc. payable to the Government Authorities on account of the maintenance service provided by the promotor or its agency.
- 11.3 The maintenance shall mean and include the maintenance of the common areas of the project and the common amenities and facilities such as Club-Houses, Swimming Pools, roads and other expenses of maintenance such as.,
- 11.3.1 Expenses for maintenance of lifts, pumps sets, generators, solar systems and other machinery, sanitary and electrical connections in the building and in Schedule "A" Property including the cost of AMC's for these equipments.
- 11.3.2 Expenses incurred to carry out any additional work or renewal of license required by the statutory authorities during the maintenance period (E.g. - Electrical inspection, KSPCB inspection etc).
- 11.3.3 Any Common expenses related to Centrex facility through a preferred service provider.
- 11.3.4 Any expense incurred in rectifying any item related to statutory bodies (like BESCOM cable, water, sewage and sanitary pipeline etc).
- 11.3.5 Electricity consumption charges for running all common services and lighting the common areas, basement and all open areas and water consumption charges of building and for facilities in common areas of **"SOBHA MADISON HEIGHTS – TOWN PARK PHASE "** and the Composite Development of **"Sobha Hamptons Madison Heights – Town Park".**
- 11.3.6 Cost of replacement of electrical fittings and bulbs in all common areas, corridors, basement, lobbies, driveway and open places and transformer yard.
- 11.3.7 Expenses incurred in the maintenance of Landscape, Gardens, Pots and other plants within the premises of the Project.
- 11.3.8 Salaries and wages payable to the Property Manager, Security Guards, lifts operators, Plumbers, Electricians, Gardeners, Pumps and Generator Operators and all other staff appointed and also facility maintenance service charges.
- 11.3.9 Such other expenses including the facilitation charges on property maintenance and upkeep, which are common in nature and not attributable to any unit in particular but relates to the Maintenance of the Project in general. The expenses for the maintenance and usage of all the common amenities such as Common Roads, Common Passages Gymnasium and Common Swimming Pools, STP, OWC, Solar Lighting, Gardens and Parks, WTP's, Fire Fighting System, Rainwater Harvesting systems and any other common amenities and facilities etc., of the Project or in the Composite Development shall be borne by the Allottee proportionately with the other allottees.
- 11.4 That the Allottee shall also pay subscription, maintenance and administrative charges of the club houses and its amenities as demanded by the Promoter or the Association either on monthly or on annual basis. The Allottee shall not at any time claim individual ownership on the club houses and swimming pools.
- 11.5 The Allottee shall, from the date the Schedule "C" Apartment/Unit 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 insurance, Annual Maintenance Charges Cost towards change of spare, lights in the common areas, servicing of all equipments, municipal

taxes/expenses, and cess, electrical and water tax and all other maintenance charges of the Common Areas of the project and the composite development and the maintenance charges attributable to the common facilities and amenities of Schedule "A" Property as determined by the Promoter.

- 11.6 The Allottee is liable to pay the proportionate share of cost on all maintenance required for the Building including facilitation charges and other general expenses such as insurance, municipal taxes or expenses, cess, electrical and water taxes and all other annual maintenance charges of the common areas in the project either to the such as Promoter or Association from the date of the execution of this Agreement or from the date the Maintenance is declared by the Promoter whichever is later.
- 11.7 The Allottee 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 Schedule "C" Apartment/Unit apart from the rules and regulations of the Association.
- 11.7 The Allottee shall permit the Association and/or maintenance agency to enter into the Schedule "C" Apartment/Unit 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.
- 11.8 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 and the Composite Development until the Association of Allottees takes over the maintenance of the Project and the composite development. The charges for such services and maintenance shall be paid by the Allottee and other allottees of the Apartment/Units. The Allottee and other Allottees of the Apartments in the Composite Development" shall not make arrangements with any outside agency other than as defined in the Association Agreement till the completion of one year from date of grant of completion certificate by the Project Architect for the last phase of the **"Sobha Hamptons Madison Heights – Town Park"**.
- 11.9 The Promoter will maintain the Common Areas and the Common Amenities and Facilities of the **"Sobha Madison Heights– Town Park Phase _____"** project for the period of one year. On completion of the Composite Development, project will be handed over to the residents Association along with all relevant documents. The schedule for the refund of corpus will be intimated to the **"Sobha Hamptons Madison Heights – Town Park"** Association/s on completion of the said period.
- 11.10 However, that 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 Allottees, service providers or their agents with regards to the Common Areas/Common Amenities and Facilities as well as the fire safety equipment, fire protection systems, their supporting equipment, STP, WTP, OWC and other general safety equipment, related facilities and services provided in the Composite Development.
- 11.11 The Allottee expressly authorizes the Promoter to handover the Maintenance Deposit to the Association of Allottees without seeking any further no objection from the Allottee.

12 DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter in writing within a period of 5 (five) years by the Allottee from the date of Completion Certificate issued by the Project Architect or the date of handing over possession, which shall not be later than 60 days from the date of Completion Certificate. It shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days or such reasonable time period, 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. However, normal wear and tear and/or by the negligent use of the Unit/s by the respective Allottee/Occupants, vagaries of nature, etc will not be treated as defect.

- 12.1 Provided however notwithstanding anything stated herein, it is agreed between the parties that:

12.1.1 The Allottee of the units in the building/wing/phase shall not carry out any alterations of whatsoever nature in the said Unit /wing/building/phase and in specific the structure of

the said Unit/ unit/ wing/building/ phase of the said Project/ Scheme which shall include but not be limited to columns, beams etc. or in the fittings therein, particularly if it is hereby agreed that the Allottee shall not make any alteration in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of water. If any of such works are carried out the defect liability on the part of the Promoter shall automatically become void and stand extinguished.

12.1.2 That it shall be incumbent upon the Allottee to maintain his/ her/ their Unit in a diligent manner and take all due care necessary for the same including but not limited to the regularly ensuring taking care of the Unit and the fittings contained therein to prevent water seepage, etc.,

12.1.3 Where the manufacture warranty as shown by the Promoter to the Allottee expires, the same have to be renewed from time to time under AMC for such Facilities & Amenities at all time during defect liability period and should the annual maintenance contracts not be renewed by the Allottee and/or Association of Allottee the Promoter shall not be responsible for any repairs/defects occurring due to the failure of renewal of the AMCs.

12.1.4 If any defect or damage is found to have been caused due to the negligence of the Allottee or the Allottee/s agents or occupants of the Schedule "C" Apartment or structural defects caused or attributable to the Allottee including by carrying out structural or architectural changes from the original design attributes, demolition, dismantling, making openings, removing or re-sizing the original structural framework, putting excess or heavy load or using the Schedule "C" Apartment other than for its intended purpose or such other reasons attributable to the Allottee, then the Promoter shall not be liable for the same.

12.1.5 Normal wear and tear of materials due to weather effect or usage or non-occupation of the unit for long durations, the Promoter will not be responsible.

12.2 In carrying out the repairs of any Structural Defects:

12.2.1 The Promoter reserves the right to replace unavailable materials with suitable alternatives without any compromise on the quality of the material, quality of workmanship and aesthetics of the unit.

12.2.2 The Promoter state that many of the materials procured from factories/ Promoter are subject to variations in tone, grain, texture, color and other aesthetics features which are beyond the control of the Promoter, they may not be the same as shown in the model unit/samples. This is mostly due to items being manufactured in different lots. Every effort will be made to minimize the variations to the specifications, Allottee are informed to expect variations within natural/ permissible limits.

12.2.3 The Promoter will ensure that the workmanship of all works shall be generally in accordance with the general and detailed specifications as mentioned in the Agreements and as per the sanction plans.

12.2.4 That the Project/Scheme as a whole has been conceived, designed and constructed based on the commitment and warranties given by the manufacturers, wherever applicable, that all equipment's, fixtures and fittings shall be maintained and covered by maintenance/ warranty contracts as defined by the Original Equipment Manufactures (OEM) so as it to be sustainable and proper working condition to continue warranty in both the Apartment/s and the common amenities and facilities of the project wherever applicable.

13 DISCLOSURES

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

- 13.1 The Promoter has informed and the Allottee is aware that as per the scheme of development and the sanction of plan, they have relinquished an extent of 12815.64 sqm. towards Parks and Open Space to Anekal Planning Authority vide Relinquishment Deed dated 13.02.2024 (registered as document No. 14899/2023-24 of Book 1 in the office of the Senior Sub-Registrar, Basavanagudi (Attibele), Anekal Taluk) and an extent of 14507.96 sqm towards Road to Neralur Garama Panchayathi Office vide Relinquishment Deed dated 13/02/2024 (registered as document No. 14898/2023-24 of Book 1 in the office of the Senior Sub-Registrar, Basavanagudi (Attibele), Anekal Taluk) from and out of the Schedule A Property. The above said Road area reserved / earmarked in the sanctioned plan will become Public Property. The Undivided Share in Land is calculated after deducting these areas.
- 13.2 Any TDR obtained for relinquishment of the area for Road /Road widening will belong to the Promoter.
- 13.3 The Promoter has earmarked an extent of 6406.65 sqm. in the Schedule "A" Property for Civic Amenities and the Promoter shall be utilizing the CA site for the purpose of construction of a Club House with its amenities and facilities for common usage and benefit of all the apartment Allottees of the Composite Development **"SOBHA HAMPTONS MADISON HEIGHTS – TOWN PARK"**. The proportionate undivided share in land of the civic amenities is considered/included in the calculation of the Undivided Share in land to the respective Apartment Allottees.
- 13.4 There is a Footpath kharab passing through the southern portion of the Sy.Nos.60/1, 59/2, 58/1, 56/5 and 56/7 of Schedule A Property totally measuring 11 Guntas and the Owners of said lands have obtained an Order from the office of the Deputy Commissioner, Bangalore District for shifting of the said footpath kharab to the southern boundary line of the said survey numbers along with footpath kharab passing through other survey numbers owned by them. The area that is relinquished in favour of the government as per the Shifting Order is not part of the Schedule A Property.
- 13.5 The Undivided share in land is presently calculated based on the Achievable FAR on the Schedule "A" Property and upon such integration of the multiple phases of development in the project, the percentage of the undivided share in land due to such integration may change, however the quantified area (in sft) of the undivided share in land agreed to be conveyed to the Allottees under this Agreement will not reduce.
- 13.6 That, the undivided share that would be conveyed to the Allottee at the time of the execution of the Sale Deed i.e., after the completion of the Project would be based on the calculation and the consumption of the FAR for the Project and super built-up area for the composite development in the Schedule "A" Property as per actuals and the area of the Civic Amenities Site, after deducting the areas relinquished for Parks and open spaces and for the road as per the Sanctions.
- 13.7 The Club Houses and the common amenities and facilities provided in the Schedule A Property will be common for the composite development and the Allottees of apartments in all Projects/Phases/Blocks/Wings will be entitled to use the same. The common amenities and facilities and the common areas are to be maintained by all the Allottees of the Composite Development in common, irrespective of the location of such common area and the common amenities and facilities in the Composite Development.
- 13.8 The Common Amenities and Facilities in the project shall be spread across the entire project and Composite Development with some of the facilities located in other projects / phases of the Composite Development. These facilities and amenities including Club Houses shall be common to the Allottees in the Composite Development, which shall be completed from time to time in phased manner and all of which shall be completed and made available for usage to the Allottee along with the last phase of Sobha Hamptons Madison Heights – Town Park.
- 13.8 That, the Apartments can be used in terms of the rules and regulations formulated by the Promoter and/or the Association of Allottees as well as the terms set out in the Association Agreement executed with the Association and the operator of the Common Areas of the Project and the Common Amenities and Facilities of the Composite Development.
- 13.10 That, the Promoter will be forming an Association of Allottees for the management and maintenance of Common Area and the Common Amenities and Facilities, under the provisions of the Karnataka Apartment Ownership Act, 1972 and a Deed of Declaration as may be executed by the Promoter. The Allottee undertakes and agrees that he/she/they shall be a part of the said Association without any demur or Objections.

- 13.11 That, the Promoter will avail financial facility from the financial Institution/Bank. In view thereof, the Promoter may deposit the documents of title, evidences, deeds and writings in respect of the land with the financial Institution/Bank. The financial Institution/Bank will provide its no-objection to the Allottee to proceed with getting Home loan finance from a Home Loan Finance company if so required.
- 13.12 The Promoter have informed the Allottee and the Allottee is fully aware and has agreed that the Apartments can be used only for residential purpose and in terms of the rules and regulation formulated by the Promoter and or the Association of Allottees from time to time.
- 13.13 The Allottee agrees that the other Allottees/Occupants shall have the right to use the Common Areas, Common Amenities and Facilities in the Composite Development. The Allottee confirms that before execution of this Agreement, the Allottee has been provided with details of the such Common Areas, Common amenities and facilities of the Project. The Allottee is aware and has also agreed that the Promoter shall be entitled to grant exclusive right to use certain areas to the other Apartment Allottees in the Project, which are not part of the common areas and which does not affect the usage of the Common Areas by the other Allottees. The Allottee has also been informed that the Deed of Declaration shall also provide the details of such areas and its use and exclusivity.
- 13.14 The Allottee confirms that, they have understood the scheme of development and the Allottee has physically verified the project site and is fully aware about the surrounding areas and neighbourhood of the project. Further, the Promoter informs the Allottee that, they have no control over the locality or the development of the surrounding areas /adjoining properties of the project that may exist or take place in future whatsoever.
- 13.15 The Allottee agrees that the Promoter will be entitled to develop the project in phase/s and the Promoter reserves easement rights in perpetuity in the roads and other passages leading to each of the Project/Block/Wing/Phase/buildings and other development/s in the Schedule "A" Property and it is a restrictive covenant of a perpetual easementary right which runs with the Composite Development and is irrevocable. Further the Allottee shall have no right to question such use and enjoyment of the roads and passages and other amenities and facilities in Schedule "A" Property for the Promoter and /or their transferees and/or persons authorized by the Promoter. The Allottee/s have no objections whatsoever for the Promoter using the said roads as access roads for any future development adjoining the Schedule "A" Property
- 13.16 The Promoter, reserving easement rights in perpetuity on the roads and other passages leading to each of the Project/Block/Wing/Phase/ buildings and other development/s in the Schedule "A" Property, had offered to sell undivided share of land in Schedule "A" Property to persons who are desirous of owning the Apartments in the Project.

14 RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter /maintenance agency /association of Allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking 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" Apartment 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.

15 NATURE AND RIGHT OF USAGE

- 15.1 Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the **"SOBHA HAMPTONS MADISON HEIGHTS – TOWN PARK"**, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. 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 use by the association of Allottees formed by the Allottees for rendering maintenance services.
- 15.2 It is agreed that the Allottee Car Parks shall be used only for parking cars and the Allottee Car Parks shall not be used for storage, disposal of old tyres, or as any accommodation for helpers, drivers etc., the Car Parking Space shall also not be enclosed or changed in any manner either by putting up

- permanent or temporary structures therein. The Car Parks shall be used by the respective Allottee as per the terms and conditions as specified in Annexure V.
- 15.3 All the Common Areas and the Common Amenities and Facilities of the Composite Development shall be based on the rules and regulations of the Association and as provided herein.
- 15.4 The Allottee shall not be permitted to use the services areas and the basements which are part of the Common Areas in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Promoter/ Association formed by the Allottees for rendering maintenance services.
- 15.5 The private terrace areas/garden, if any, specifically allotted to the individual Allottee/s is for their exclusive use and enjoyment and such Allottee/s shall not have the right to put up any permanent/temporary construction in the terrace/garden or enclose the same or use/convert it for any commercial purposes.
- 15.6 It is agreed that the buildings to be constructed in Schedule "A" Property in which Schedule "C" Apartment is situated shall be held by all the apartment Allottees owning apartment in the said building, each of them having proportionate / undivided share and ownership in the land as per the terms and conditions herein and to be contained in the sale deed to be obtained from the Promoter.
- 15.7 The Promoter have the right to demarcate garden areas, terrace areas, parking areas in the Basement and allot these areas to specific apartments for their exclusive use and enjoyment. However, such allottees will not have any right to put up any construction in these allotted areas. The Allottee if not allotted such area, shall not in any manner object to or obstruct the use of these exclusive areas by the person to whom it has been specifically allotted.
- 15.8 The private garden in the ground floor and other floors area are the exclusive use and enjoyment of the Allottees who have specifically acquired the same and as may be provided in their respective agreement for sale and he/she/they shall not have the right to put up any construction or enclose the same or alter the nature of use thereof.
- 15.9 Further the Promoter reserves the right to allot exclusive car parking and / or two-wheeler parking right at the Basement Level or the Ground Floor Level to the Allottee or to the other Allottees, who specifically apply for the same and who have been allotted such space by the Promoter and recover the cost of construction and charges for such allotment. The Allottee shall not have any right to object to such allotment. The Allottee or such other allottee shall not have the right to put up any construction or enclose the same or alter the nature of use thereof. Any unsold/un-allotted car parking and the two-wheeler Parking shall belong to the Promoter. The Promoter shall have full right on such unsold/un-allotted car parking and two-wheeler parking can be used / allotted by them as thought fit at their discretion. The Promoter shall allot and mark the car parking and two-wheeler parking on ground; no changes to the car parking and Two-Wheeler parking already allotted at specified locations will be made.
- 15.10 Upon handing over Schedule "C" Apartment, the Allottee/s shall not make any structural alterations to the Schedule "C" Apartment and/or effect any change to the plan or elevation and shall not enclose the balconies attached to the Apartment. The Allottee while carrying on the interior decoration/modification work within the Schedule "C" Apartment shall not cause any nuisance/annoyance to the occupants of the other Apartments in the building;
- 15.11 All interior related works that Allottee may take up on his/her/their own can be taken up only after handing over possession of the Apartment to the Allottee by the Promoter and after the Allottee execute the Declaration in favour of the Promoter binding himself to the Do's and Don'ts. Provided in the Declaration before starting the work. The Allottee shall carry out interior works only on week days during the day time between 9 A.M. to 6 P.M. The Promoter do 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 but originally carried out by the Promoter. The Promoter is not answerable for any thefts during the course of the interior works, the Allottee shall pay charges as fixed by the Promoter /Association incurred towards clearing the debris and electricity consumption in case meters are fixed.
- 15.12 The Project is provided with Swimming pools, Clubhouses, other amenities and facilities spread across the entire composite development, these facilities and amenities shall be common to whole of the Composite Development "Sobha Hamptons Madison Heights – Town Park". The Allottee/s or

occupants in any of the Projects/Blocks/Wing/Phase will not object to the use of these amenities by the Allottees and occupants of the other Projects/Blocks/Wing/Phase at any point of time.

15.13 The rights and obligations imposed as detailed in Schedules “D” and “E” hereunder are common to all apartment Allottees, the Promoter will be entitled to confer additional benefits and rights or impose additional restrictions and obligations to specific Allottees at their discretion.

15.14 The specific and general rights arising out of this Agreement that Allottee/s shall not be entitled to claim any right, interest or title of whatsoever nature in respect of rest of the lands in Schedule “A” Property. The Promoter is free and entitled to carry on any development activities on the said portions of land at any time as they deem fit and the Allottees of the Schedule “C” Property will not have any right to object against such development or claim any interest therein. The Promoter however have reserved the right of usage of roads and passages and facilities in the Schedule “A” Property in perpetuity for purposes of supporting the Composite Development in **“Sobha Hamptons Madison Heights – Town Park”** and maintenance services in Schedule “A” Property and this right shall be in the nature of an easement which runs with the Schedule “A” Property and the sale of the Schedule “C” Property is subject to such right at all times.

15.15 The Allottee/s further covenant/s to use and enjoy the common areas and amenities such as roads, garden areas, terrace areas not specifically allotted to any apartment Allottees, parks and open spaces, common electrical lines and lighting, water lines, sewers, drains, pipes, internal roads, pavements, etc., in Schedule “A” Property in common with other Allottees and other occupants of Schedule “A” Property. The Allottee/s shall not place objects/things/articles which hinder free use of any common areas and amenities. The Allottee/s shall not use common areas, roads, open spaces in the Composite Development **“Sobha Hamptons Madison Heights – Town Park”** for dumping materials/debris etc.

15.16 The Allottee/s shall strictly observe the rules, regulations, restrictions that may be generally/specifically imposed/prescribed by the Promoter for the maintenance of all common areas and facilities either for the composite development in Schedule “A” Property and/or with respect to Project.

15.17 The Allottee/s shall not have any right to question the use and enjoyment of the roads and passages and other amenities and facilities in Schedule “A” Property by the Promoter and /or their transferees and/or persons authorized by the Promoter. The Allottee shall not have any objections whatsoever for the Promoter using the said roads as access roads for any future development adjoining the Schedule “A” Property

16 GENERAL COMPLIANCE WITH RESPECT TO THE SCHEDULE C APARTMENT

16.1 Subject to clause 12 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.

16.2 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 Allottee 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” Apartment 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 Apartment

16.3 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.

17 THE ALLOTTEE ASSURES, UNDERTAKES AND COVENANTS WITH THE PROMOTER AS FOLLOWS

- That the Allottee shall not be entitled to claim conveyance of the Schedule "C" Property until the Allottee fulfils and performs all the obligations and completes all payments under this Agreement.
- 17.1 That the Allottee has inspected the documents of title, relating to the Schedule "A" Property belonging to the Promoter. The Allottee has studied the legal opinion furnished, the Sanctioned Plan, specifications of Project **"Sobha Hamptons Madison Heights – Town Park"** and the Scheme of development of the Composite Development and the right of the Promoter to develop the Project and the Disclosures. The Allottee, after taking legal advice and after being satisfied with the title and having understood the plan sanctions, specifications of **"Sobha Hamptons Madison Heights – Town Park"** and the Scheme of development of the Project and the Composite Development, the rights of the Promoter and the Disclosures made by the Promoter has entered into this Agreement. The Allottee and other Allottees of the apartments undertake to join the Association to be formed by the Promoter under the provisions of the applicable laws. The Allottee along with the Sale Deed will also execute Form B as provided in the Karnataka Apartment Ownership Act, 1972.
- 17.2 To get the Schedule "C" Unit/Apartment, constructed by the Promoter, and shall have no right to construct or to require the Schedule "C" Unit/Apartment to be constructed through any Person other than the Promoter.
- 17.3 That the Allottee and the Association shall take over the maintenance of **"Sobha Hamptons Madison Heights – Town Park"** in terms of this Agreement.
- 17.4 That after the completion of One year maintenance or Project is handed over to the Allottees Association, whichever is earlier 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 allottees, service providers or their agents with regards to the Common Areas/Common Amenities and Facilities as well as the fire safety equipment, fire protection systems, their supporting equipment, pollution control and other general safety equipment, related facilities and services. The Allottee with the other allottees shall ensure that periodical inspections of all such Common Amenities and Facilities are done so as to ensure proper functioning thereof.
- 17.5 That 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.
- 17.6 That the Allottee shall not have any right, at any time whatsoever, to obstruct or hinder the progress of construction and the development of the Composite Development on the Schedule "A" Property in which the Schedule "C" Unit/Apartment is located.
- 17.7 Any unsold/unallotted car parking shall belong to Promoter and the Promoter shall have full rights on such unsold/unallotted car parking and can be used by them 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 will be made.
- 17.8 The additional un-allotted car parking areas in the residential block shall vest with the Promoter; such un-allotted car parking will be allotted to the prospective Allottee who are in need of such additional car parking space. The Promoter reserves the right to allot such additional car park to such prospective Allottees and can recover the cost of construction for such additional car parking area allotted to the prospective Allottees.
- 17.9 The Allottee agrees not to alter or subscribe to the alteration of the name of the Composite Development **"Sobha Hamptons Madison Heights – Town Park"** and its Projects/Phases, it being acknowledged that neither the Allottee nor other Allottees of residences within **"Sobha Hamptons – Town Park"** or **"Sobha Madison Heights – Town Park"** have any right to seek such change. The Promoter will be entitled to make the change in the name.
- 17.10 On inspection during the progress of works of the Schedule "C" Units/Apartment, the Allottee, if required, may discuss matters relating to the construction only with the designated Person/s of the Promoter and not with any other representatives of consultants, contractors or agencies working on

the Schedule "A" Property. The Allottee shall not instruct the site staff to stop/modify/continue any works for any reasons whatsoever.

- 17.11 All interior related works by the Allottee can be taken up only after handing over possession of the Schedule "C" Unit/Apartment 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. The Promoter is not answerable to any thefts during the course of the interior works. The Allottee shall pay charges incurred towards cleaning the debris, as laid down by the Promoter/ Association.
- 17.12 The Parties agree that any default by the Allottee in complying with the payment obligations stipulated in this Agreement would constitute sufficient reason/cause for the Promoter to terminate this Agreement and in which case the consequences of termination under Clause 9.3 would follow immediately.
- 17.13 The Allottee covenants that the Allottee shall comply with all the rules and regulations pertaining to Common Areas of Projects/Phases/Wings/Blocks, Common Amenities and Facilities of the Composite Development .
- 17.14 The Allottee agrees that all the above covenants and assurances of the Allottee as set out above shall continue up-to the date of execution of the Sale Deed and shall be repeated under the Sale Deed.
- 17.15 The Allottee shall bear his share of all applicable taxes, cess, charges miscellaneous deposits, charges, statutory levies, etc. payable to the Government Authorities, which costs may be incurred by the Promoter on Project wide basis or a per unit basis. Where taxes, cess, charges etc. are payable on a Project wide basis, these shall be prorated based on the measurement of the Schedule "C" Unit/Apartment and shall be payable by the Allottee within a period of 30 (thirty) days of a demand being made by the Promoter in this behalf.
- 17.16 The Allottee agrees and covenants that the Promoter shall not be liable for any representations/commitments/details/information provided by the real estate agent / broker / channel partner, of whatsoever nature, not stated in this Agreement or as provide by the Promoter.
- 17.17 The Allottee agrees that the Promoter shall not be responsible, accountable or liable in any manner whatsoever to any person including the Allottee, the Association for any act, deed, matter or thing committed or omitted to be done by the maintenance service provider in due course of such maintenance, management, control and regulation of the Project.

18 ASSIGNMENT

- 18.1 The Allottee hereby agrees and confirms that this Agreement is not transferable / assignable to any other third party or entity except as provided in this clause 18.2.
- 18.2 That the Allottee shall not be entitled to transfer / assign the rights under this Agreement for a period of 1 (one) year from the booking date or date of payment of 30% of the consideration under this Agreement, whichever is later.
- 18.3 Any assignment shall be done only by way of written agreement between the Promoter and the Allottee herein and the new Allottee. The new Allottee shall undertake to be bound by the terms of this Agreement and all the liability incurred by the earlier Allottee shall be taken over by the later Allottee. The Allottee shall be liable to make payment of the transfer fees of Rs. 200/- (Rupees Two Hundred Only) per square foot plus applicable Taxes for the purpose of Administrative expense, Legal Expense, Expense towards conveyance, man-hours spent for processing the entire transaction etc.,
- 18.4 However, this clause no. 18 shall not apply in case of transfer made to and between the family members i.e. father, mother, brother, sister, son, daughter, husband and wife.

19 CLUB AND MEMBERSHIP OF THE CLUB

- 19.1 The Promoter will be constructing Clubhouses along with certain amenities including Swimming Pools common for the Composite Development as per Sanctioned Plan.
- 19.2 The Clubhouses and Swimming Pools with its facilities and amenities spread across the entire project and some of the facilities in the Project/Phase.

- 19.3 The Clubhouse and Swimming Pool with its facilities and amenities would be developed by the Promoter in a phased manner.
- 19.4 The Allottee shall pay the Clubhouse maintenance and subscription charges as fixed by the Promoter or the Association.
- 19.5 The Allottee shall be bound by the rules, regulations and bye-laws framed by the association for using the Clubhouses and other Common Amenities and Facilities for the Composite Development.
- 19.6 The Allottees of unit/apartment in the completed Projects/Phases/Wings/Blocks alone shall be liable to pay and bear the maintenance charges in its entirety of such completed Projects/Phases/Wings/Blocks and of the Common Amenities and Facilities which may be completed like the Clubhouse/s, Swimming Pool/s and its amenities till the completion of the development of other Projects/Phases/Wings/Blocks in the Schedule "A" Property.
- 19.7 The maintenance charges for these completed Clubhouses and Swimming Pools shall be borne proportionately by the Allottees in the respective completed phases of development.
- 19.8 Upon the project being declared as complete by the Promoter on the Schedule "A" Property, the Clubhouses and Swimming Pools would become common to the entire development in the Schedule "A" Property. The Allottee shall thereafter bear the maintenance charges of these common Clubhouses and Swimming Pools in the composite development of Schedule "A" Property, proportionately with the other Allottees of apartment in the Schedule "A" Property.
- 19.9 The Allottee shall pay the subscription maintenance and other outgoings of the said Clubhouses and its amenities as demanded by the Association. In addition to the above rules, the Allottee has agreed to follow the following terms;
- 19.9.1 That the Allottee shall be bound by the rules and regulations and bye-laws framed by the Promoter/ association for the Club Houses, swimming pools and its amenities as framed by the Promoter or the Association from time to time. The Allottee acknowledges and agrees that he/she/they has/have a continuing obligation to contribute towards the subscription and Maintenance charges that may be fixed by the association.
- 19.9.2 The Clubhouses and Facilities will be available to the Allottee as long as the Allottee is the owner of the Schedule "C" Unit/ Apartment. In the event of the sale or transfer of the Schedule "C" Apartment by the Allottee in any manner whatsoever, the transferee shall become entitled to the membership of the said Clubhouse and Facility and the Allottee herein shall no longer be the member of the Clubhouse and Facility.
- 19.9.3 Apart from the rules and regulations that would be formulated by the Promoter and or the operator of the Clubs, the fundamental use of the Clubs shall be in the manner set out below:
- 19.9.4 In the event the property is purchased by a partnership firm, then a partner or any authorized representative of the said partnership firm occupying the Schedule "C" Unit/ Apartment would be entitled to use the said Club on payment of the usage charges.
- 19.9.5 In the event the Schedule "C" unit/ Apartment is purchased by a public limited or a private limited company, any person occupying as the authorized occupier on behalf of the said company shall be entitled to the use of the said Club on payment of the charges.
- 19.9.6 In the event of inheritance, the person inheriting and occupying the Schedule "C" Unit/ Apartment shall be entitled to membership of the said Club on payment charges as fixed by the Association.
- 19.9.7 In the event of there being any co-allottee of Schedule "C" Unit/ Apartment such co- Allottees occupying the Schedule "C" Unit/ Apartment will be entitled to the use of the said Club on payment of the charges as fixed by the Association.
- 19.9.8 In any other case like tenancy, lease, license etc, the occupier of the Schedule "C" Unit/ Apartment will be entitled to the use of the said Club on payment of the charges as fixed by the Association.

19 TAXES AND FEES

- 19.1 The Allottee shall pay the Statutory Payments, Khata transfer fees or any other charges, taxes that are necessary for securing separate assessment for the Schedule "C" Unit/Apartment. It is clarified that the Allottee shall pay all municipal and property taxes payable or arising in respect of the corresponding Carpet Area of the Schedule "C" Unit/Apartment.
- 19.2 If any Statutory Payments becoming payable in respect of the Schedule "B" Property and or the Schedule "C" Property or the Composite Development by the Promoter for the period after grant of completion certificate, or if the rates of such Statutory Payments increase from the currently applicable rates after the handing over of the possession to the Allottee of the Schedule "C" Apartment, a proportionate amount of such Statutory Payments or the increase thereof shall be borne by the Allottee and paid by the Allottee within 30 (thirty) days of a demand for the same being made by the Promoter. The Allottee shall also reimburse to the Promoter any amounts paid by it on this account. However, all such payments required to be made by the Allottee shall be similar to the charges payable by all the other Residence Allottees.
- 19.3 The Allottee shall be liable to pay such maintenance charges from the date the Schedule "C" Apartment is ready for occupation and is notified, whether the possession is taken or not by the Allottee.

20 ASSOCIATION OF ALLOTTEES

- 20.1 The Association of Allottees shall be formed by the Promoter, as per the provisions of applicable laws. It is mandatory for the Allottee to become member of such Association and to comply with all the rules and regulations thereof. The Allottee is made aware that after the Project is handed over to the Association, it is mandatory for the Association to maintain and be fully responsible for all water, electrical, fire, lift, pressure and other equipments, AMC's and to comply will all conditions stipulated in the permissions and No-Objection Certificates issued by various statutory Authorities. The Association will maintain the Projects/Phases and also the Common Amenities and Facilities of the Composite Development including road, club Houses and Swimming Pools at their own cost.
- 20.2 The Allottee and the use by the Allottee of the Schedule "C" Apartment, and the Project shall be governed *inter alia* by the rules and regulations prescribed by the Deed of Declaration that would be executed by the Promoter and later amended by the Association of Allottees from time to time. The Allottee shall not at any time question or challenge the validity or the binding nature of such rules and regulations and shall at all times comply with the same. All the present or future Allottees, tenants, guests and licensees or their employees, or any other Person who is lawfully entitled to use the Schedule "C" Apartment, in any manner whatsoever, shall be subject to such rules and regulations. The mere acquisition, rental, or taking on license the Schedule "C" Apartment or the mere act of occupancy of the Schedule "C" Apartment, shall signify that the rules are accepted, ratified and will be complied with by the acquirer, tenant or licensee.
- 20.3 The Allottee shall become member of the "Apartment Allottees Association" by executing the Deed of Sale and agree to abide by the terms thereof and participate in the administration and other aspects of the Project constructed on the part of the Schedule "A" Property and accordingly, the Allottee will also execute the Form B under the provision of the Karnataka Apartment Ownership Act, 1972 along with the execution of the Deed of Sale.
- 20.4 The Apartment Allottees Association shall be entitled to amend the bye-laws relating to the maintenance of the Composite Development from time to time as deemed fit.

21 PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 21.1 The Allottee is fully aware and acknowledges, understands and agrees that the logo, the mark and all Intellectual Property Rights with the Developer is the sole and exclusive property of the Developer and the Developer has all the intellectual property 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 or any other Person, is expressly prohibited and only the Developer is entitled to the same and to use the same in any form, manner, for any products, and to exploit the same.

- 21.2 In the event of violation of the Developer's intellectual property rights by the Allottee in any manner, the Developer, apart from injunctive relief will also be entitled to be compensated fully including all cost, charges and expenses incurred by the Developer in protecting its rights.

22 PAYMENT OF ELECTRICITY AND WATER CONNECTION

- 22.1 The Allottee is aware that the responsibility of providing water supply, sewage connection and electricity is that of Government Authorities and BESCOM. In case, the water supply from the concerned authority is not available or if available and is inadequate, in that event the Association has to make alternative arrangements for the water through water tankers.
- 22.2 Similarly, the Promoter shall endeavour to get the required quantum of Power supply as per the specification, however, if BESCOM is unable to supply the required quantity of Power, the Promoter shall get the Power supply as sanctioned by the authorities and shall accept such reduced load in Power. Further, if for any other reason BESCOM delays the supply of Power to the Project, the Promoter shall provide the Power supply to the Schedule "C" Unit/Apartment and the common areas through generating sets (DG). The Allottee agrees to pay the charges for such power supplied through the generator sets till the commissioning of the Power supply by BESCOM as per the fuel consumed by the generating sets for the supply of such power. The Allottee shall also accept reduced load in power, if any due to the above.
- 22.3 The Promoter shall make provisions for supply of water through existing Bore wells, provided there is no restriction from the Government. In case sufficient water is not available from the bore well then the Association shall make arrangements to get the water supply through alternative sources such as water tankers etc., and the Allottee undertakes to pay for the same.
- 22.4 The Schedule "C" Unit/Apartment will be provided with electricity supply and water supply infrastructure. The said supply/supplies are from the government agencies, the Allottee shall pay the consumption charges as per meter reading as billed by BESCOM and concerned water supply authorities and further comply with the rules and regulations imposed by the authorities in respect thereto. The Composite Development will be provided with HT metering connection and separate dedicated pre-paid smart meters will be provided for individual apartments of the composite development. The billing will be done based on the actual consumption recorded and billed using a software provided by the Vendor.
- 22.5 Irrespective of the fact whether the Schedule "C" Apartment is occupied by the Allottee and/or their tenants/permitted persons or not, the Allottee/Occupant shall be liable to pay the Promoter the minimum charges stipulated by them for supply of the electricity. Any default would result in cutting of supply of electricity to the Schedule "C" Apartment and will be restored on payment of all the arrears with interest claimed, if any
- 22.6 Since no infrastructure development has been undertaken by BWSSB in the vicinity of this project, the infrastructure development charges have not been included in the payment Annexure/schedule. It will be the responsibility of the Allottees' Association to collect these charges from the unit Allottees as and when the same is demanded by BWSSB for obtaining the BWSSB connection in future.
- 22.7 The Promoter agree to provide DG back-up/stand-by power for the lift, pumps, light in common areas and with limit switch to the Schedule "C" Unit/Apartment. They may at their discretion provide electricity to the Schedule "C" Unit/Apartment building from the said captive power source. The Allottee shall pay the consumption charges as per the meter reading.
- 22.8 The Promoter is not responsible for the quality of power supply from BESCOM and the quality of water supply as aforesaid. . With regard to supply of electricity sourced from BESCOM, the parties agree that the role of Promoter is only of a facilitator whereby Promoter is merely acting as a pure agent while procuring supply from the said authority on behalf of Allottee and subsequently supplying the same to the Allottee in lieu of consideration on actual basis.
- 22.9 The Promoter is not responsible for "Electric Meter Transfer" to the Allottee and the same shall be undertaken by the Allottee.

22.10 Electricity Consumption Deposit :

22.9.1 Temporary power will be provided by the Promoter to the apartments and the common areas till such time the permanent power is commissioned by BESCO. The Allottee shall pay the consumption charges for the usage of power for Schedule C unit/apartment and common areas till permanent power is commissioned. The Allottee shall pay an Electricity Consumption Deposit of **Rs.<Electricity Consumption Charges Int>/- (Rupees <Electricity Consumption Charges Word> Only)** for the said Schedule C unit/apartment being the average consumption charges of 18 months per unit/apartment which will be collected along with the FPRL (Final payment request letter), to cater to the expenses towards providing temporary power by the Promoter till permanent power supply is provided by BESCO. This electricity consumption deposit is worked out based on the average monthly consumption actually utilized in various types of units of completed projects. Insofar as the electricity charges for electricity consumed in the common areas is concerned, the consumption charges towards the same will be adjusted from the maintenance corpus.

22.9.2 Once the permanent power supply is commissioned and meters are fixed by BESCO, the average billing of the unit for a period of 3 months will be considered to calculate the consumption charges for the period temporary power is provided to the Allottee (from the date of handover till the date of commissioning of Permanent power supply) and the said charges will be adjusted from the advance electricity consumption deposit paid by the Allottee. In case the actual consumption charges is more than the deposit made, the difference shall be paid by the Allottee within 10 days from the date of notice to the said effect from the Promoter and in the event the Allottee fails to make such payment, the Promoter shall be entitled to deduct the same from the maintenance deposit paid by the Allottee. In case there is an excess amount left after the adjustment of consumption charges, the balance of electricity consumption deposit will be refunded to the Allottee by the Promoter. In case the meters are not fixed during the period of 18 months, the Allottees are liable to pay for their bills on monthly basis in the manner stated herein, till the meters are fixed by BESCO.

23 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.

24 COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES;

The parties are entering into this Agreement for the purchase of Schedule C Property with full knowledge of all laws, rules, regulations, notifications applicable to the Project.

25 RIGHT OF THE PROMOTER TO DEVELOP THE PROJECT, THE COMMON AMENITIES AND FACILITIES AND THE COMMON AREAS OF THE PROJECT AND THE OTHER PHASES OF THE PROJECT

25.1 The Allottee agrees that the Promoter shall have an unobstructed right without hindrance, to progress the construction of “SOBHA MADISON HEIGHTS – TOWN PARK PHASE _____” and the other phases of the Project and all the Common Areas and the Common Amenities and Facilities of “SOBHA HAMPTONS MADISON HEIGHTS – TOWN PARK”.

25.2 The Allottee agrees that the Promoter will 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 or for any repairs after due notice and during working hours, unless the circumstances warrant otherwise, with the view to set right any defect.

25.3 The Allottee is fully aware that the Promoter will be developing “SOBHA MADISON HEIGHTS – TOWN PARK PHASE _____” and constructing/ completing the Blocks/Wings, Common Amenities and Facilities of composite development from time to time. The Allottee has assured and agreed that Allottee shall have no objection to the Promoter completing the other Blocks/Wings within the Completion Period even if the Allottee has taken possession of the Schedule “C”

Unit/Apartment in the Block which is completed and the Promoter has secured Completion Certificate by the Project Architect for that Block/Wing.

25 PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he/she/it shall not mortgage or create a charge on the Unit/Apartment 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 Unit/Apartment.

26 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 Allottee that the project in its entirety is in accordance with the provisions of the Karnataka Apartment Ownership Act, 1972 (Karnataka Act 17 of 1973). The Promoter has assured the Allottee that the project is in accordance with the provisions of the Karnataka Ownership Flats (Regulation of the Promotion of the Construction, Sale, Management and Transfer) Act, 1972 to the extent not inconsistent with the provisions or covered by the provisions of the Act or the provisions of the Karnataka Apartment Ownership Act, 1972 (Karnataka Act 17 of 1973). The Promoter showing compliance of various laws/regulations as applicable in the State of Karnataka and its revision thereafter from time to time.

27 BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned jurisdictional Sub-Registrar as and when intimated by the Promoter. If the Allottee fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/ or appear before the Sub Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee after deducting the administrative cost of 1% of the Agreement Value and applicable taxes, without any interest/compensation or whatsoever.

28 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 Schedule C Apartment, as the case may be.

29 RIGHT TO AMEND

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.

30 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 Allottees 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.

31 WAIVER NOT A LIMITATION TO ENFORCE:

- 31.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [Annexure VI] 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.
- 31.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

32 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 Apartment bears to the total carpet area of all the Units/Apartments in the Project.

33 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.

34 PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its **POA holder**/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 the said Agreement shall be registered **at the concerned jurisdictional Sub-Registrar office as the case may be** and this Agreement shall be deemed to have been executed at Bangalore.

35 NOTICES

That all notices **and other communications provided for in this Agreement** 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 / transmitted by electronic transmission confirmed by internationally recognised courier service, in the manner as elected by the Party giving such notice and or communications at their respective addresses specified below:

- 35.1 In the case of notices and other communications to the **Promoter**:

Address : "SOBHA" Sarjapur-Marthahalli Outer Ring Road (ORR),
Devarabeesanahalli, Bellandur Post, Bengaluru – 560103.
Attention : CRM Team, Sobha Limited
Telephone :
Email :

- 35.2 In the case of notices and other communications to the **Allottees**:

Address : <Address1>
Attention : <Name1>
Telephone : <Phone1>
Email : <Email>

- 35.3 All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission, if transmitted by electronic transmission, or (ii) the business date of receipt, if transmitted by courier or registered mail.

- 35.4 It shall be the duty of the Allottee(s) and the Promoter to inform each other of any change in the address subsequent to the execution of this Agreement in the above address 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.

36 JOINT ALLOTTEE/S:

That in case there are Joint Allottee/s all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes be considered as properly served on all the Allottee/s. Irrespective of the Status of the Joint Allottees, the correspondences will be deemed to have been received all the Allottees.

37 SAVINGS:

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

38 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.

39 COUNTERPARTS

This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. The Parties will be signing such counterpart. The Original Agreement for Sale will be retained by the Allottee / Allottee's banker.

40 DISPUTE RESOLUTION

All or any dispute 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. Any other aspect not covered by the Act pertaining to this Agreement, to be adjudicated by the competent court of law under the relevant provision of the Applicable Law.

41 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.

SCHEDULE "A" PROPERTY

Composite Development

(The Property on which "SOBHA HAMPTONS MADISON HEIGHTS - TOWN PARK" is being constructed)

All that piece and parcel of the converted land bearing Survey Nos. 52/2, 54/1, 54/2, 54/3, 54/4, 54/5, 55/1, 55/2, 55/3, 55/4, 55/5, 56/3, 56/4, 56/5(p), 56/6, 56/7, 58/1(p), 59/1, 59/2, 60/1, 73/1, 73/2, 73/3(p), 74/6(p), 74/7(p), 74/8(p), and 74/11(p), , all situated at Yadavanahalli Village, Attibele Hobli, Anekal Taluk, Bangalore District, presently bearing Village Panchayath E -Khata Nos. _____, Property No. _____ totally measuring about 31 Acre 26.50 Gunta or 128133.07 _____ sqm bounded as follows:

EAST BY	:	Remaining portion of land in Sy.Nos.74/6, 74/7, 74/8, 52/2, 74/11 and land in Sy.No.74/10 and remaining portion of land in Sy.No.58/1(p) and land in Sy.Nos.58/2,4 to 7;
WEST BY	:	Lands in Sy.Nos.60/2 and 65, remaining portion of land in Sy.Nos.56/5, land in Sy.No.56 and Halla;
NORTH BY	:	Lands in Sy.Nos.66, 69, remaining portion of land in Sy.Nos.58/1, 56/5, land in Sy.No.56, Halla, land in Sy.No.72, remaining portion of Sy.Nos.73/1, 73/3, land in Sy.Nos.74/3 and remaining portion of land in Sy.Nos.74/8 & 74/11;
SOUTH BY	:	Halla and land in Sy.No.61, remaining portion of Sy.No.58/1, land in Sy.Nos. 155, 53, remaining portion of land in Sy.No.52/2, and land in Sy.Nos.74/9 & 74/10 .

Out of the above extent, an extent of 12815.64 sqm and 14507.96 sqm are relinquished for Parks, Open spaces & for Road respectively in the Schedule “A” Property. The UDS on the land is calculated after deducting these areas.

SCHEDULE “B” PROPERTY

(Corresponding to “SOBHA MADISON HEIGHTS – TOWN PARK” of Development)

_____ sft or _____ sqm of undivided share in land area out of the Schedule “A” Property, proportionately allocable to Sobha Madison Heights – Town Park based on which the Promoter have achieved the FAR for the Construction of composite development.

The Schedule “B” development is shown in plan **Annexure I-** hereto.

SCHEDULE “C” PROPERTY

(Description of the undivided share in land corresponding to the Unit/Apartment)

An undivided <UDS Percentage>% share, right, title and interest in the Schedule “B” Property i.e., equivalent to <UDS in Sqft> sft (<UDS in Sqm> sqm).

(Description of the Unit/Apartment to be constructed under the Scheme by the Promoter for the Allottee)

A <No of Bedrooms> Bedroom Apartment unit bearing No.<Unit No> on the <Floor> Floor of “SOBHA MADISON HEIGHTS – TOWN PARK PHASE _____”, having a Carpet Area of <Carpet Area> sft, Balcony Area of <Balcony Area in Sqft> sft Garden Area of <Garden Area Single> sft, totally measuring <Super Builtup Area> sft of Super Built-up Area inclusive of <Common Area> sft of proportionate share in the Common Area in the “SOBHA MADISON HEIGHTS – TOWN PARK PHASE _____” and Common Amenities and Facilities provided in the Composite Development “SOBHA HAMPTONS - TOWN PARK” along with <No of Carports> car parking space/s in the Basement/ Ground Floor.

The Schedule “C” Apartment is shown in plan **Annexure I-A** hereto.

SCHEDULE “D”

RIGHTS OF THE ALLOTTEE

- 1) The Allottee shall be entitled to the use and occupation of Schedule “C” Apartment, subject to the terms and conditions contained in this Agreement and Association Agreements;
- 2) The Allottee and all persons authorized by the Allottee (in common with all other persons entitled, permitted or authorized to a similar right) shall have the right at all times and for all purposes, to use the Common Areas;
- 3) The right to subjacent, lateral, vertical and horizontal support for the Schedule “C” Apartment from the other parts of the Block;

- 4) The right to free and uninterrupted passage of water, gas, electricity, sewerage etc., from and to the Schedule "C" Apartment 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 Block and the Schedule "A" Property or any part thereof;
- 5) The right to lay cables or wires for radio, television, telephone and such other installations through designated conduits, ducts and shafts, in any part of the Block, however, recognizing and reciprocating such rights of the other Allottees;
- 6) The right of entry and passage for the Allottee and agents or workmen of Allottee to other parts of the Block at all reasonable times after notice to enter into and upon other parts of the Blocks for the purpose of repairs or maintenance of the Schedule "C" Apartment or for repairing, cleaning, maintaining or renewing the water tanks, sewer, drains and water courses, cables, pipes and wires causing as little disturbance as possible to the other Allottees and making good any damage caused;

SCHEDULE "E"

OBLIGATIONS OF THE ALLOTTEE

- 1) The Allottee shall give to the other Apartments in the Block the necessary vertical, horizontal and lateral support and reciprocate and recognize the rights of the other Allottees in the Block;
- 2) The Allottee 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 **"SOBHA MADISON HEIGHTS – TOWN PARK PHASE _____"** in which the Schedule "C" Apartment is located and also in the Common Amenities and Facilities in **"Sobha Hamptons Madison Heights – Town Park"**.
- 3) The Allottee shall not at any time, carry on or suffer to be carried on in the Schedule "C" Apartment or any part thereof in **"SOBHA MADISON HEIGHTS – TOWN PARK PHASE _____"** any noisy, offensive or dangerous trade or pursuit which may be or become in any way a nuisance, annoyance or danger to the other Allottees of the other Apartments or which may tend to depreciate the value of **"SOBHA MADISON HEIGHTS – TOWN PARK PHASE _____"**, or any thereof;
- 4) Except for leasing or rental permitted under this Schedule "E", the Allottee shall use the Schedule "C" Apartment only for private residential purposes and shall not be put to use for any kind of commercial or semi commercial use or serviced apartment;
- 5) The Allottee understands and agrees that any time after the sale of the Schedule "C" Property and the handover of the Schedule "C" Apartment, if the Allottee leases or sells it to any third party, the Allottee has 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, is cleared before the said lease or transfer. Further, it shall be the obligation of the Allottee to bind the transferee to the obligations of the Allottee under this Agreement and the Sale Deed in relation to the rest of the Allottees and the Association of Allottees. Such new Allottee shall join the Allottees Association.
- 6) The Allottee will use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in the Project/Phases/Wing/Block in common with the other Unit/Apartments and to permit free passage of water, sanitary, electrical lines, through and along the same or any of them and to share with the other Unit/Apartments;
- 7) The Allottee shall duly and punctually pay the proportionate share of insurance charges, cost of maintenance and management, all out-goings and annual maintenance charges and general expenses of Common Amenities and Facilities and the Common Areas. The liability for such share shall commence, from the date the Schedule "C" Apartment being ready for occupation, whether possession of the same is taken or not.
- 8) That the Allottee shall also become liable to pay proportionate share of municipal taxes, rates and cesses, electrical, domestic and non-domestic water charges, insurance charges, cost of maintenance, management of Common Amenities and Facilities and the Common Areas and all other charges for the Common Areas, from the date of intimation of the Schedule "C" Apartment being ready for possession

- 9) The Allottee shall not put up any hoarding, name plates, signboards, graffiti etc., in place other than that demarcated and allotted by the Promoter;
- 10) The Allottee shall carry out their interior works in the Schedule "C" Unit/Apartment only during 9 am to 6 pm on all working days and there will be no work allowed during any public holidays and Sundays.
- 11) The Allottee agrees to pay all the Statutory Payments pertaining to the Schedule "C" Apartment from the date on which the Schedule "C" Apartment is ready for possession and upon intimation of the same by the Promoter, whether possession is taken or not.
- 12) Any new Statutory Payments by the Central and the State Government which are not levied at the moment but after the Schedule "C" Unit/Apartment is handed over, shall be borne and paid by the Allottee.
- 13) That if any development and/or betterment charges or other levies are charged, levied or sought to be recovered by the APA or any other Authority in respect of the Schedule "C" Property, the same shall be borne and paid by the Allottee.
- 14) The Allottee covenants that the Allottee shall comply with all the rules and regulations pertaining to Common Amenities and Facilities.
- 15) The Allottee shall ensure that the Association is at all times compliant with the Association Agreements. That the Allottee with the other Allottees of the Apartments, through the Allottees Association, shall at all times keep the annual maintenance contracts with regards to all the Common Amenities and Facilities and the Common Areas valid, and shall pay the amounts of annual maintenance contract and Association Agreements as and when demanded by the maintenance agency appointed. The Allottee is fully aware that non-payments towards the annual maintenance contracts will adversely affect all the equipment installed by the Promoter in **"SOBHA MADISON HEIGHTS – TOWN PARK PHASE _____"** and the composite development of 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.
- 16) The Allottee agrees that the Allottee shall pay regularly without default the charges as per the Association Agreement. In the event of any default in payment by the Allottee, the Operators will be entitled to withdraw all or any of the services rendered under the Association Agreement. The Allottee is liable to pay GST levied by the State or the Central Government on such charges as may be applicable. The Allottee shall contribute to the sinking fund for any Capital expenditure as provided in the Association Agreements.
- 17) The Allottee shall plan and distribute the electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association of Allottees or maintenance agency appointed by Association of Allottees;
- 18) The Allottee shall ensure that no rubbish/refuse shall be thrown out of the Schedule "C" Apartment into the common areas and passages;
- 19) The Allottee will not dry clothes outside on the balconies of the Schedule "C" Apartment;
- 20) That the Allottee shall not install any additional tanks in the Apartments.
- 21) That the Allottee shall not in any manner obstruct or cause obstruction to any of the entries or exits of the Project or **"Sobha Hamptons Madison Heights – Town Park"** or obstruct any open place meant to be retained as open place or obstruct free movement of vehicles including fire tenders, and such other vehicles required to ensure safety and statutory compliance.
- 22) The Allottee shall keep the Schedule "C" Apartment walls, drains, pipes and other fittings in good and habitable condition and in particular so as to support and protect the parts of the Block, and to carry out any internal works or repairs as may be required by the Association;
- 23) The Allottee shall not make any additions or alterations or cause damage to any portion of the Building or the Schedule "C" Apartment and nor change the location of the toilets, kitchens or

plumbing lines, outside colour scheme, outside elevation/façade/décor of the Block. The Allottee shall ensure that at no point of time any of the balconies of bedroom, living room / kitchen are enclosed with glass or grill or otherwise. The air-conditioner outdoor units shall be placed only at the areas designated by the Promoter.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the date and the year first hereinabove written.

OWNER

CONFIRMING PARTY

DEVELOPER

ALLOTTEE/S

WITNESSES:

NAME:
ADDRESS:

NAME:
ADDRESS:

Annexure IV

Project Specification

Refer: The project specification document uploaded under

“Project Specifications (Annexure - 84)”

ANNEXURE – V

Terms and Conditions of use of Allottee Car Parks

The Allottee shall at all times be bound by the terms and conditions of use of the Allottee Car Parks as listed under:

- 1) The Allottee will at all times act responsibly and safely in the use of the Allottee Car Park/s and comply with all directions given by the Promoter in the day to day use of the Allottee Car Park/s.
- 2) The Allottee will use the Allottee Car Parks for the sole purpose of parking a motor vehicle in his/her/its capacity as the Allottee of the Schedule “C” Unit/Apartment and for no other purpose whatsoever.
- 3) The Allottee will not bring into the Allottee Car Park/s at any time any petroleum or other inflammable volatile oil or substance other than petroleum inside the fuel tank of any motor vehicle.
- 4) The Allottee will not cause any nuisance, damage, obstruction, annoyance or inconvenience to the car parking spaces of other Residence Allottees.
- 5) The Allottee will not bring into or on the Allottee Car Parks or allow to remain there any un-road worthy or excessively noisy motor vehicle or any motor vehicle incapable of being accommodated within a standard passenger car parking space or within the clear height of a level in the Allottee Car Parks.
- 6) Parking and use of the Allottee Car Parks is solely at the Allottee’s risk. The Allottee will have no claim

against the Promoter or its contractors or otherwise or against any one whom they represent or any of the employees or agents of the Promoter or its contractors for any loss or damage to property or personal injury or loss of life directly or indirectly related to the Allottee's use of the Allottee Car Parks. Furthermore, the Allottee will indemnify the Promoter against any such claims and the costs thereof.

- 7) The Allottee will permit the staff managing the car parks in the Project to move his/her/its car in the event of emergencies or in other appropriate circumstances, on the understanding that they have no duty to do so.
- 8) The Apartment Allottee will only use the Allottee Car Parks so allocated and will recognise the Promoter's right to re-allocate spaces as required.
- 9) This car parking arrangement is only a right of use granted to the Allottee, giving the Allottee no property interest in the Allottee Car Parks.
- 10) The Allottee's vehicles shall at all times comply with all road markings, signs and the directions of authorised persons.
- 11) Vehicles of the Allottee shall be parked within the lines designating the Allottee Car Parks and shall at all times be parked in such a way that no obstruction is caused to the car parks access lanes.
- 12) The Allottee must:
 - (a) observe and conform to all the rules and regulations relating to the use of the car parks made and issued by the Promoter/Association from time to time;
 - (b) advise the Promoter /Association regarding the registration number and name of the driver of any vehicle which may park in the car parks, if required by the Promoter /Association, and shall notify the Promoter /Association in the event of any change in respect of the same.
- 13) The Promoter or its contractors may access any part of the Allottee Car Parks at any time for the purpose of inspecting it, doing any necessary repairs or for any other specified purpose.
- 14) Alteration of Terms and Conditions in this Annexure/s
 - (a) The Promoter /Association may vary these terms and conditions by adding, altering or deleting any of them.
 - (b) The Promoter may charge the Allottee a penalty if the Allottee violates any of the terms and conditions mentioned herein as per its policies relating to the use of the Allottee Car Parks.

Annexure VI

Payment Schedule

SOBHA Madison Heights. Payment Schedule	
Payment Schedule	
Booking Amount	10%
Payable within 30 days from Booking Date	20% (Less Booki

	ng Amou nt)
On Completion of Foundation Works	5%
On Completion of Basement 2 Roof Slab	5%
On Completion of Ground Floor Roof Slab	5%
On Completion of Third Floor Roof Slab	5%
On Completion of Eighth Floor Roof Slab	5%
On Completion of Thirteenth Floor Roof Slab	5%
On Completion of Eighteenth Floor Roof Slab	5%
On Completion of Twenty Third Floor Roof Slab	5%
On Completion of Twenty Eighth Floor Roof Slab	5%
On Completion of Thirty Third Floor Roof Slab	5%
On Completion of Thirty Seventh Floor Roof Slab	5%
On Completion of Terrace Slab	5%
On Completion of Internal Skim Coat in all the Apartments excl Balconies, Utilities, Common Area, Shafts, Ducts etc.,	8%
On Completion of Internal Flooring in all the Apartments excl Balconies, Utilities, Common Area, Shafts, Ducts etc.,	7%
On Final Payment Request Letter	5%
Maintenance Deposit Payable on Final Payment Request Letter	

