

AGREEMENT FOR SALE

THIS SALE CUM CONSTRUCTION AGREEMENT IS MADE AND EXECUTED ON THIS _____ DAY OF _____, TWO THOUSAND TWENTY ONE (_____/_____/2025) AT BENGALURU.

BETWEEN:

Sri.B.M Rammanna major in age, S/o Late Sri Muniyappa Since Deceased represented by Sri. B.R Ananda Kumar major in age, S/o Sri B.M Ramanna Since deceased by his LR's (a). Manjula Anand W/o Late B.R. Ananda Kumar major in age.(b). Ms Deeksha D/o Late B.R. Ananda Kumar major in age. (c). Karthik R.A. S/o Late B.R. Ananda Kumar major in age. All residing at No.2, 4th Cross, Shankarapuram, Bangalore represented by their Power of Attorney Holder M/s Alpine Housing Development Corporation Limited represented by its Managing Director Mr. S.A.Kabeer (hereinafter referred to as the "Confirming Parties & Owners NO.1", which expression shall, wherever the context so requires or admits, mean and include, his heirs, executors, administrators and assigns);

AND

Sri K. Rajanna major in age S/o.Late B Krishnappa, K.R. Tejas Gowda S/o K. Rajanna major in age, K.R. Vinesh Gowda S/o K. Rajanna major in age, Smt. Manjula major in age W/o K. Rajanna., Sri. K.R Nagesh major in age S/o K. Rajanna.All residing at Kannamangala Village, Devanahalli Taluk, Bangalore. represented by their Power of Attorney Holder M/s Alpine Housing Development Corporation Limited represented by its Managing Director Mr. S.A.Kabeer (hereinafter referred to as the "Confirming Parties & Owners NO.2", which expression shall, wherever the context so requires or admits, mean and include, his heirs, executors, administrators and assigns);

AND

Srl. N. Shivakumar S/o P. Nanjundappa Since Deceased by his LR'S (a). Ms. Nikhitha major in age. (b). Mr. Nikhil major in age.(c). Smt. R. Sunitha major in age w/o Late N. Shivakumar.All residing at No.1298, near Kodigehalli Railway gate, Kodigehalli, Vidyaranyapura Post, Bangalore-560 097. represented by their Power of Attorney Holder M/s Alpine Housing Development Corporation Limited represented by its Managing Director Mr. S.A.Kabeer (hereinafter referred to as the "Confirming Parties & Owners NO.3", which expression shall, wherever the context so requires or admits, mean and include, his heirs, executors, administrators and assigns);

AND

4. Sri. K.G. Venkatesh major in age S/o Late Gangappa,Smt. Hamsa major in age W/o K.G. Venkatesh, Sri. Harsha K.V major in age S/o K.G. Venkatesh.Kum,Poornima K.V major in age D/o K.G. Venkatesh.All residing at No. 263, Kodigehalli, Sahakarinaragar Post, Bangalore-92. represented by their Power of Attorney Holder M/s Alpine Housing Development Corporation Limited represented by its Managing Director Mr. S.A.Kabeer (hereinafter referred to as the "Confirming Parties & Owners NO.4", which expression shall, wherever the context so requires or admits, mean and include, his heirs, executors, administrators and assigns);

All Represented by their Power of Attorney Holder ALPINE HOUSING DEVELOPMENT CORPORATION LTD., (CIN No. 25020600063845ICIC), a company incorporated under the provisions of the Companies Act, [1956 or 2013], (Central Act 18 of 2013), as the case may be], having its registered office at No. 302 Alpine Arch, No 10 Langford Road, Bengaluru - 560027 (PAN AACCA4839Q), represented by its Managing Director Mr. S.A. Kabeer hereinafter referred to as the "DEVELOPER", (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees) **OF THE ONE PART**

AND

[If the Allottee is a company] ,

_____ (CIN no. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, (Aadhar no. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assignees).

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar no. _____) authorized vide _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partners for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his / her/ their assigns).

[OR]

[If the Allottee is an Individual]

Mr. / Ms. _____, (Aadhar no. _____) son/ daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____)

The Developer and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) **OF THE OTHER PART.**

DEFINITIONS:

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

- a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- b) "appropriate Government" means the State Government of Karnataka;
- c) "Rules" means the Karnataka Real Estate (Regulation and Development) Rules, 2017
- d) "Regulations" means the Regulations made under the Real Estate (Regulation and Development) Act, 2016;
- e) "Section" means a section of the Act.

WHEREAS:

The Owners are the absolute and lawful owner of the Properties morefully described in SCHEDULE 'A' and in peaceful possession and enjoyment of the converted lands, bearing conversion Nos BDS/ALN/(NA)/65/1994-95, BDS/ALN/(NA)SR/48/1994-95, BDS/ALN/(NA)SR/28/2005-06. The Owners and the Developer have entered into a Joint development Agreement on 07/02/2007 registered as No. 26417/2006-2007 at the Sub-Register Office Yelahanka, 03/04/2007 registered as No. 319/2007-2008 at the Sub-Register Office Batarayana Pura & 10/05/2006 registered as No. 3283/2006-2007 at the Sub-Register Office Yelahanka respectively with the DEVELOPER, As per the terms of the said agreement, the Developer is required to construct a residential apartment complex on the property set out in the Schedule below, and subsequently a Additional Supplementary Agreement to the Joint Development agreement was executed by the owners and the Developers on 17-02-2025. The B.D.A approved the building plan vide order bearing No:NM/AS/AA-2/N/37/2006-2007 dated 30-03-2007, a modified plan vide number JDTP/LP/78-2009-2010 dated 10-02-2012 was sanctioned by the BBMP as the property came under the BBMP limits further a plan vide JDTP/NLP/78-2009-2010 dated 11-07-2018 the plan was also approved, a plan vide BBMP/ADDL/DIR/JDNORTH/0003/2024-2025 Dated 16-01-2025 is sanctioned by the BBMP for the IRIS Block.

WITNESSES AS FOLLOWS :

- I. WHEREAS the Vendors are the absolute owners of all that piece and parcel of land being portion of Survey No. 209/3,4,6,7,8 converted for residential use, situated at Kodigehalli Village, Yelahanka Hobli, Bangalore North Taluk which is more fully described in the Schedule 'A' hereunder;
- II. WHEREAS the Vendors have formulated a Scheme for development of the Schedule-A Property and under the said Scheme persons interested in owning apartments in the Schedule-A Property, can purchase undivided shares in the Schedule-A Property from the Vendors and construct apartments for themselves through the Developers M/s. Alpine Housing Development Corporation Ltd in an integrated multistoried apartment building with Basement, Ground and Eleven upper

floors with common entrances, staircases, lifts, passages, etc., (hereinafter referred to as the "BUILDING") in the Schedule-A Property;

- III. WHEREAS the PURCHASER/S having been satisfied with the title of the Vendors, the scheme formulated by the vendors and the Sanctioned Plan, has agreed to join the said Scheme and to Purchase an undivided share from the Vendors herein and have an Apartment constructed corresponding to the undivided share in the Schedule-A Property;
- IV. WHEREAS having regard to the number of apartments proposed to be constructed, the Vendor has agreed to sell and the PURCHASER/S has agreed to purchase an undivided / **73114 sft** share in the Schedule-A Property, which is equivalent to -----sft more fully described in schedule B, subject to the terms and conditions herein contained; The seller is fully competent to enter into this Agreement and all the legal formalities with respect to right, title and interest of the Seller regarding the said land on which project is to be constructed have been completed.
 - A. The seller has registered the project under the provisions of the Act with the Real Estate Regulatory Authority of Karnataka and the Regulatory Authority has registered and granted **Registration no:** _____ to the said project. The website of the project is "www.alpinehousing.com".
 - B. A sharing agreement was executed on 17-02-2025, Wherein the **Flat number - - Iris Block** Alpine Pyramid project falls under the Developers share. In terms of the scheme of ownership formulated by the sellers, any person/s interested in owning an Apartment in the project will be entitled to undivided share in the schedule "A" property taking into consideration the overall built up area of the project.
 - C. The PURCHASER/S herein made an application for the allotment of an apartment in the project and the PURCHASER/S has been allotted **Apartment No _____ on the Floor , having a carpet area of square feet and super built up area measuring square feet** along with **Car Parking**, collectively set out in "SCHEDULE C" .
 - D. The Seller has informed the PURCHASER/S and the PURCHASER/S is fully aware and has consented that the Common Areas and Common Amenities in the project, shall be maintained by the association of apartment owners in the project;
 - E. The parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
 - F. The parties hereby confirm that they are signing this Agreement after complete satisfaction with the title of the schedule property and with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the project. The Developer
 - G. _____ takes the responsibility to obtain Occupancy Certificate for the whole project".
 - H. The parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now entering into this Agreement on the terms and conditions appearing hereinafter;

In accordance with the terms and conditions set out in this agreement and as mutually agreed upon by and between the parties, the seller hereby agrees to sell and the PURCHASER/S hereby agrees to purchase the apartment mentioned in Schedule "C".

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

1.TERMS:

1.1 Subject to the terms and conditions as detailed in this agreement, the seller agrees to sell to the PURCHASER/S and the PURCHASER/S hereby agrees to purchase the apartment mentioned in Schedule "C" and its specifications are mentioned in Annexure - II

1.2 The total sale consideration price based on carpet area for the sale of schedule "B" property and schedule "C" apartment to be paid by the PURCHASER/S to the seller shall be Rs..... which does not include the GST Amount which is presently charged at 5%. The total amount including 5% GST is Rs..... GST is chargeable with every instalment payable by the Purchaser/s.

1.3 The total cost mentioned in para 1.2 does not includes Stamp Duty, Registration Fee and expenses associated with preparation, Finalization, completion, execution and registration of the documentation. Also the total cost does not include BWSSB and Cauvery Water connection charges and fees payable to them and the Maintenance Charges payable in advance and the Corpus Fund.

1.4 Upon expiry of 30 days from date of issuance of Notice of Possession by the Sellers/Developer that the Schedule 'C' Apartment is ready for handover/possession, the Purchaser/s shall be liable to pay the electricity charges, water charges Apartment maintenance charges, municipal property taxes, levies, Common Area Maintenance Charges and any other amounts which the Purchaser/s is/are required to pay under this Agreement whether or not the possession is actually taken by the Purchaser/s and if the Sellers/Developer has not terminated this Agreement for breach by the Purchaser/s under the aforesaid clause

1.5 The PURCHASER/S has paid a sum of Rs..... As booking amount being part payment towards the total price of Schedule B and the same being acknowledged by the seller. The purchaser shall be required to pay the balance of sale consideration and balance of cost of construction to the seller in terms of payment plan at Annexure – I hereto with the time and the manner specified infra, delayed payments attracts interest as specified in the 'ACT'.

1.6 The PURCHASER/S hereby agrees to the final price of the schedule property based on total area if there is any increase in total saleable carpet area then the PURCHASER/S assures to pay the sale consideration amount on increased carpet area. The seller also assure to collect the same in the next milestone of payment plan at the same rate per square feet as agreed in para 1.2 of this agreement.

1.7 Explanation:

- (i) The total price of apartment includes recovery of price of land, construction of apartment, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the schedule, lift, water line and plumbing, finishing with paint,

- tiles, doors, windows, fire detection and firefighting equipment in the common area, etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the project.
- (ii) The total price includes taxes (consisting of tax paid or payable by the seller by way of taxes applicable as on date, in connection with the construction of the project payable by the seller and GST) up to the date of handing over the possession of the apartment to the PURCHASER/S and the project to the association of PURCHASER/S or the competent authority, as the case may be, after obtaining the completion certificate.
 - (iii) In case there is any change/modification in the taxes, the subsequent amount payable by the PURCHASER/S to the seller shall be increased/reduced based on such change/modification.
 - (iv) The PURCHASER/S has assured the Seller that the PURCHASER/S shall make payments towards the Sale Consideration and the Cost of Construction and all Other Costs, Charges and Expenses without any delay or default. The payment as per the Payment Plans is essence of this contract and has direct impact on progress of construction of Project. The PURCHASER/S has assured the Sellers that the Sale Consideration and the Cost of Construction, the Other Costs, Charges and Expenses and the Statutory Payments shall be paid by the PURCHASER/S within 15 (fifteen)days of the Sellers having raised a demand for payment of such installment as per payment plan mentioned at Annexure-I
 - (v) If the PURCHASER/S fails to make payment during the period of demand raised by the seller then the PURCHASER/S is liable to pay interest at the rate of 1% per month from the due date till the payment is made.
 - (vi) That the PURCHASER/S shall not be entitled to transfer/assign the rights under this Agreement in favour of anyone else except with the prior written consent of the Developers subject to clause 15 of the Construction Agreement & payment of transfer fee of Rs.250/- per sft.
 - (vii) The Sellers has further informed the PURCHASER/S and the PURCHASER/S is fully aware that the default in payments of the installments set out in the Payment Plan would affect the entire Project development.
 - (viii) The PURCHASER/S has been made aware and the PURCHASER/S is fully aware that there are other PURCHASER/S who would be joining the Scheme and would rely upon the assurance given by the PURCHASER/S herein for the payment of the installments set out in the Payment Plan and the Statutory Payments within time and without any delay or default,. In case of default the developer will have the right to ;
 - a) Charge interest on the defaulted instalments.
 - b) Treat a sum equivalent to 10% of the Booking amount or amount paid towards the apartment, whichever is higher as forfeited and adjust it as liquidated damages from out of the moneys paid by the PURCHASER/S and also any Pre EMI paid on behalf of the Customer shall be deducted out of the money paid by the PURCHASER/S and rescind this contract and allot the apartment described in the Schedule 'C' to any other person on such terms and conditions as they deem fit.
 - c) The balance money, if any, due to the PURCHASER/S shall be paid within twelve weeks from the date of disposal of the apartment to others.
 - d) That the PURCHASER/S will bear cost of Stamp Duty, and registration charges and legal expenses for conveying the undivided share (and if required of the car park, garden, terrace areas) in the Schedule-A Property in favour of the PURCHASER/S;

2.MODE OF PAYMENT

Subject to the terms of the agreement and the construction milestone, on demand by seller within the stipulated time as mentioned in the Annexures-I through an account payee cheque or demand draft or online transfer in favour of 'Alpine Housing Development Corporation Ltd' payable at Bangalore, payment of any third party or payment in cash will not be acceptable and will not be taken as payment towards the apartment.

3.COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The PURCHASER/S, if resident outside India, shall hereby assure that he/she 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 acquisition/sale/transfer of immovable properties in India etc. and provide the seller with such permission, approvals which would enable the seller to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The PURCHASER/S understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time and fully indemnifies the seller. The seller is not responsible in this regard.

3.2 The PURCHASER/S is solely responsible to intimate to the seller if there is any change in the residential status subsequent to the signing of this agreement by writing and immediately to comply with necessary formalities if any under the applicable laws. The seller shall not be responsible towards any third party payment/remittances on behalf of PURCHASER/S and such third party shall not have any right on the schedule 'B' & 'C' properties. The seller shall be issuing the payment receipts in favour of the PURCHASER/S only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The PURCHASER/S hereby authorizes the seller to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding against the schedule 'B' & 'C' property if any, in his/her and undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE:

5.1 The seller assures to abide with the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the schedule properties to the PURCHASER/S and the common areas to the association of PURCHASER/S or the competent authority, as the case

may be. Subject to the PURCHASER/S having complied with the obligations under this Agreement, including timely payment of Sale Consideration and Cost of Construction as per the agreed Payment Plans and there being no events of Force Majeure, the Sellers shall complete the Project within the Completion Period .

5.2 On receipt of intimation of completion of the Project by the Sellers the PURCHASER/S shall come forward to take conveyance of the Schedule B Property and the Schedule 'C' Apartment and Developer takes the responsibility to obtain Occupancy Certificate for the whole project”.

5.3 The Completion Period shall be extended by such time as the Seller may specify in writing if the development is delayed by any Force Majeure event.

6. CONSTRUCTION OF THE PROJECT/APARTMENT:

Both the parties to this agreement mutually agree hereunder.

6.1 The seller shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, and undertakes to strictly abide by such plans approved by the competent Authorities and to the bye-laws, FAR and density norms and provisions as per Bangalore Development Authority zoning of land use rules and regulation and shall not carry on any variation /alteration / modification in such plans, other than in the manner provided under the Act.

7. POSSESSION FOR THE APARTMENT/PLOT

7.1 Schedule for possession

The First Party agrees to deliver the Schedule-C Apartment within two months from day of registration, subject to force majeure clause below. The First Party shall not be liable if they are unable to complete the construction of the Apartment and deliver possession by the aforesaid date by reason of civil and military commotion, strikes, bundh, lock outs or any Acts of God or if the delay is as a result of any Rule, Notification of the Government, Municipal Authority, any Court and/or any other Public or Competent Authority prohibiting construction activities and/or general non availability of construction materials and/or any for reasons beyond the control of the Developer. In any of the aforesaid events, the First Party shall be entitled to reasonable extension of time for delivery of possession of the Apartment and the Second Party shall not be entitled to terminate this Agreement and claim refund of amounts paid. Effort will be made clear all the obstacle and hand over the possession letter of the Schedule C property after registration.

The Completion Period shall be extended by such time as the Seller may specify in writing if the development is delayed by any Force Majeure event.

7.2 Procedure for taking possession

A. On receipt of intimation of completion of the Project by the Sellers the PURCHASER/S shall come forward to take conveyance of the Schedule 'B ' Property and the Schedule 'C' Apartment and Developer takes the responsibility to obtain the Occupancy Certificate for the whole project”. Upon the intimation by the Sellers that the Schedule “C” Apartment is ready for possession, , the PURCHASER/S shall, within 30 days of such

intimation, make all payments, indemnities, undertakings and such other documentation prescribed under this Agreement, and shall come forward to take the sale deed in terms of this Agreement. Developer takes the responsibility to Occupancy Certificate for the whole project”.

- B. The PURCHASER/S shall also be liable to pay the electricity charges, municipal property taxes, levies, maintenance charges and any other amounts which the PURCHASER/S is required to pay under this Agreement on expiry of 30 days from date of intimation by the Sellers that the Schedule 'C' Apartment is ready for handover. The PURCHASER/S shall be liable to pay the stamp duty and registration fees. The PURCHASER/S shall also bear the legal charges, costs and expenses associated with the preparation, finalisation, completion, execution and registration of the documentation, including this Agreement and the Sale Deed to be executed.

7.3 Failure of PURCHASER/S to take possession

Failure on the part of the PURCHASER/S to make payments and take the sale deed shall constitute breach on the part of the PURCHASER/S, if ever the PURCHASER/S fails to take possession of the schedule 'C' property even after 30 days from receipt of the intimation then he/she shall continue to be liable to pay maintenance charges from the date of receipt of intimation.

7.4 Possession by PURCHASER/S

After handing over physical possession of the schedule 'C' property to the PURCHASER/S, the seller undertakes to hand over the necessary documents and plans, including common areas, to the owners association. The PURCHASER/S along with other owners of the project undertake to join the owner's Association.

That the PURCHASER/S and the Association shall take over the maintenance of the Project, the Seller shall not be responsible for any consequence or liability on account of failure, negligence, act or omission, obstruction, alteration, modification, restraint or improper use by any or all the owners, service providers or their agents with regards to the Common Amenities and Facilities as well as the fire safety equipment, fire protection systems, their supporting equipment, pollution control and other general safety equipment, related facilities and services. The PURCHASER/S with the other owners shall ensure that periodical inspections of all such Common Amenities and Facilities are done so as to ensure proper functioning thereof.

All statutory payments after handing over of the Schedule "C" Apartment, in respect of the same shall be borne and paid by the PURCHASER/S. All Statutory Payments levied by competent authorities under the law, in respect of any services which the Sellers would be rendering to the PURCHASER/S pursuant to this Agreement, shall also be borne by the PURCHASER/S and the PURCHASER/S will indemnify the Seller of any instances of taxes on this Agreement, accruing in future.

8 CANCELLATION OF BOOKING AND CONSEQUENCES OF DEFAULT BY PURCHASER/S

8.1 In the event of there being any delay by the PURCHASER/S in payment of the instalments under the Payment Plans, on the due dates, for whatsoever reasons, the

PURCHASER/S shall be liable to pay 'Interest' to the Sellers on such delayed payments, from the due date till payment of such amount.

8.2 Notwithstanding anything stated in clause 8.1 above, if the PURCHASER/S fails to pay any instalment/s due for payment within two months of becoming due along with Interest for delayed period after having received notice from the Seller, the Seller will be entitled to terminate this Agreement.

8.3 In the event of breach by the PURCHASER/S of any of the terms of this Agreement, and such breach not being cured, within a period of 30 days of being notified of such breach, the Sellers shall be entitled to terminate this Agreement and on such termination the Seller shall be entitled to the rights as provided in clause 8.4 below.

8.4 In case of termination of this Agreement in terms of clause 8.2 or 8.3 above or the PURCHASER/S voluntarily cancels the booking of apartment then the Seller shall refund the amounts paid toward the Sale Consideration and Cost of Construction to the PURCHASER/S within 90 days of resale to the prospective PURCHASER/S, after forfeiting sum equivalent to 10% of the Sale Consideration and Cost of Construction payable by the PURCHASER/S. On such termination the Seller shall be entitled to deal with the Schedule 'B' Property and the Schedule "C" Apartment without any let, claim or hindrance by the PURCHASER/S. It is clarified that amounts paid by the seller towards Statutory Payment will not be liable to be refunded.

8.5 If the PURCHASER/S has availed loan from any financial institution or the bank, then in that event based on the terms of such loan, all amounts that is to be refunded to the PURCHASER/S in terms of clause 8.4 above shall be paid over to the financial institution or the bank against issuance "no claim certificate" in favour of the Seller and the Seller shall also be entitled to receive original of this Agreement that may have been deposited by the PURCHASER/S with the bank or any financial institution.

9. REPRESENTATION AND WARRANTIES

9.1 The Seller acknowledge that the PURCHASER/S has entered into this Agreement and has agreed to purchase the Schedule "B" Property and get constructed the Schedule "Apartment from the Sellers, based on the representations and warranties set out below (the "Sellers Warranties"):

- a) That the Seller has absolute, clear and marketable title to the Schedule "A" Property in exclusive possession of the Schedule "A" Property and no Person other than the Sellers has any right (legal or beneficial), claim, interest or demand in any manner whatsoever to or in respect of the Schedule "A" Property and that the Sellers have the absolute and unconditional right to sell, transfer or otherwise alienate the Schedule "B" Property;
- b) That the Seller have every right and power to enter into this Agreement and upon execution, this Agreement, would constitute legal, valid and binding contract between the PURCHASER/S and the Sellers.
- c) That the Schedule "A" Property is not the subject matter of any acquisition proceedings and there is no notice for acquisition, or any other notice which may adversely affect the marketability of title of the Schedule "B" Property;
- d) That the Seller are not restrained by any court or order from any Authority from alienating the Schedule "A" property or any part thereof in the manner herein contemplated;

e) All requisite approvals, licenses and permits issued by the competent Authorities with respect to the Project are valid and subsisting and have been obtained by following due process of law;

f) That the Seller have duly paid and will continue to pay 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 the Project to the Competent Authorities till the completion of the Project;

g) That the Seller agree to do and execute or cause to be executed all acts, deeds and things, as may be required by the PURCHASER/S and at the cost of the PURCHASER/S for more fully and perfectly assuring transferring the title of the Schedule "B" Property and Schedule C Apartment to and in favour of the PURCHASER/S ;

h) That the Seller have not been restrained in any manner whatsoever from selling the Schedule "B" Property and/or constructing the Project including Schedule C Apartment in the manner contemplated under this Agreement.

i) That the seller 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 -B which will, in any manner, affect the rights of PURCHASER/S under this Agreement;

9.2 The PURCHASER/S acknowledges that the Seller have entered into this Agreement and has agreed to sell the Schedule "B" property and construct Schedule C Apartment, based on the representations and warranties set out below (the "PURCHASER/S Warranties"):

a) That the PURCHASER/S is competent to enter into and is/are able perform his/her/their obligations under this Agreement;

b) That the PURCHASER/S has been furnished with copies of all the title deeds relating to Schedule "A" Property and copies of all approval secured by the Sellers including the Sanctioned Plan and the PURCHASER/S has entered into this Agreement after verification of title of the Sellers to the Schedule "A" property and the Sellers' right to develop Schedule "A" Property.

c) That the PURCHASER/S has been furnished with all the details and after understanding the same, the PURCHASER/S has entered into this Agreement.

9.3 ASSOCIATION OF OWNERS:

The Association of Apartment Owners shall be formed by the Sellers at any time and within 3 (three) months from the date on which majority of the PURCHASER/S have been allotted apartments in the Project. The occupation and use by the PURCHASER/S of the Schedule "C" Apartment and all amenities in the Project shall be governed inter alia by the rules and regulations contained in Deed of Declaration and Bye laws of Association from time to time. The PURCHASER/S 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 owners, tenants, guests and licensees or their employees, or any other Person who is lawfully entitled to occupy and use the Schedule "C" Apartment, in any manner whatsoever, shall be subject to such rules and regulations.

10. CONVEYANCE

- 10.1 On receipt of intimation of completion of the Project by the Sellers the PURCHASER/S shall come forward to take conveyance of the 'Schedule B' Property and the 'Schedule C' Apartment and Developer takes the responsibility to the Occupancy Certificate for the whole project".
- 10.2 The PURCHASER/S shall be liable to pay the stamp duty and registration fees.
- 10.3 The PURCHASER/S shall also bear the legal charges, costs and expenses associated with the preparation, finalisation, completion, execution and registration of the documentation, including this Agreement and the Sale Deed to be executed.

11. MAINTENANCE

11.1 The PURCHASER/S shall, from the date the Schedule "C" Apartment 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, municipal taxes/expenses, and cesses, electrical and water tax and all other maintenance charges of the Common Areas of the Project and Common Amenities in the Project as determined by the Sellers and/or Association of Apartment Owners.

11.2 The PURCHASER/S shall also observe and abide by all the Bye-laws, Rules and Regulations prescribed by the Municipality or State/Central Government Authority, in regard to ownership or enjoyment of Schedule "C" Apartment apart from the rules and regulations of the Association.

11.3 The PURCHASER/S shall permit the Association 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.

11.4 The Seller or the agency appointed by the Seller will be the exclusive maintenance service provider for the maintenance to be provided to the Common Areas, the Common Amenities and Facilities of the Project until the Association of Owners takes over the maintenance of the Project. The charges for such services and maintenance shall be paid by the PURCHASER/S and other owners of the apartments in the Project. The PURCHASER/S and other owners of the apartments in the Project shall not make arrangements with any outside agency other than as defined in the Association Agreement till the completion of one year from the date of grant of occupation certificate to the Project.

11.5 The Seller through an agency will maintain the Common Areas and the Common Amenities and Facilities of the Project for the period of one year as provided in the Act.

12. DEFECT LIABILITY

In the event of any Structural defects, being informed by the PURCHASER/S in writing within the period of five years from the date of the Occupancy Certificate having been issued. The Seller will attend to the same without further charge within

30 days of such notice or such other time period as may be reasonably required to rectify the defect at its cost.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Developer /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 [Apartment/Plot] or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

13. USAGE

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Alpine Pyramid project (Iris Wing) 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 PURCHASER/S 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 owners formed by the PURCHASER/S/s for rendering maintenance services.

14. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

14.1 the PURCHASER/S being put into possession, be solely responsible to maintain the schedule 'B' 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 Apartment 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 'B' property and keep the same, 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.

14.2 The PURCHASER/S 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. 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 shall not store any hazardous or combustible goods in the schedule 'B' property or place any heavy material in the common passages or staircase of the Building. The PURCHASER/S shall also not remove any wall, including the outer and load bearing wall of the schedule properties.

14.3 The PURCHASER/S shall plan and distribute its electrical load in conformity with the electrical systems installed in the schedule properties and thereafter the association of owners and/or maintenance agency appointed by association of

owners. The PURCHASER/S shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

15. ASSIGNMENT:

- 15.1 The PURCHASER/S hereby agrees and confirms that this Agreement is not transferable/ assignable to any other third party or entity except as provided in clauses 15.2 and 15.3
- 15.2 That the purchaser/s shall not be entitled to transfer or assign the rights under this agreement until payment of 20% and execution of the Sale Agreement.
- 15.3 Any assignment shall be, permitted only by way of written agreement between the Sellers and the PURCHASER/S and the transferee/assignee. The transferee/assignee shall undertake to be bound by the terms of this Agreement including payment of the transfer fees of Rs.250/- (Rupees Two Hundred and Fifty Only) per square foot of the Schedule 'C' Apartment.

16. APARTMENT OWNERSHIP ACT:

The parties agree to submit the schedule 'A' property/schedule 'C' apartment to the provisions of Karnataka Apartment Ownership Act & other Acts and rules in force.

17. Miscellaneous

(a) Severability

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

(b) Amendment

No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereto or any rights arising here from shall be valid or binding unless made in writing and duly executed by both Parties.

(c) 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.

(d) Entirety

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

18. NOTICES

Any notice or correspondence to be sent to any party under this Agreement shall be addressed and sent to their respective addresses mentioned in this Agreement and such notices and correspondence are deemed to have been served on the parties if addressed and sent by certificate of posting or by courier or by personal delivery. The party sending notice/correspondence is not responsible for non-delivery due to change in the address, if the party changing the address has not intimated in writing the change in the address. In case there are joint allottees' the letter of communication will be

addressed to first PURCHASER/S which shall for all intents/purposes to consider as properly served on all the PURCHASER/S.

19. 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.

20. GOVERNING LAW AND JURISDICTION

The provisions of this Agreement shall, in all respects, be governed by, and construed in accordance with the laws of India. The Parties agree that the courts in Bangalore shall have jurisdiction. The Regulatory Authority or the Appellate authority under the Rules framed by the Government of Karnataka would have jurisdiction for the matters arising under this Agreement and falling under the Act.

21 DISCLOSURES:

- 21.1 The PURCHASER/S acknowledges and confirms that the Seller have made following disclosures to the PURCHASER/S and the PURCHASER/S has reviewed all of them and after having understood the implication thereof has entered into this Agreement and the PURCHASER/S has agreed to all of the Disclosures and the PURCHASER/S, expressly grants its consent and no objection to the Seller to undertake every action as per Disclosures:
- a) That, the extent of Schedule 'B' Property to be conveyed to the PURCHASER/S on execution of the Sale Deed is based on the overall super built up area of the Project and after deduction of extents of lands relinquished in favour BDA/BBMP towards, parks, open space, roads, civic amenities sites etc. as per zoning regulations and building bye laws.
 - b) That, the Common Amenities and Facilities and the Common Areas in the Project will have to be maintained by the Association of Apartment Owners of the Project in common irrespective of the location of such Common Area and the Common Amenities and Facilities in the Project.
 - c) That, the sale of the Schedule 'B' Property is only for enabling the PURCHASER/S to construct and own the Schedule 'C' Apartment and not for any other purpose. PURCHASER/S has agreed that, on the Sellers being permitted under the provisions of the Act, for any change in FAR or utilisation of TDR, the undivided share would stand varied and will be corresponding to the overall built up area that is being constructed under the Scheme. Accordingly the quantum of undivided share to be conveyed would be finally declared in the Deed of Declaration and as per the Sale Deed.
 - d) That, the Schedule 'C' Apartment can be used in terms of the rules and regulations formulated by the Seller and/or the Association of Apartment Owners as well as the terms set out in the Bye Laws of the Association.
 - e) That, the Seller will be forming an Association of Apartment Owners for the management and maintenance of Common Area and the Common Amenities and Facilities, under the provisions of the Karnataka Apartment Ownership Act, 1976 pertaining to the Project and a Deed of Declaration will be executed.

- f) That the Schedule 'C' Apartment can be used only for residential purposes and cannot be used for any other purposes.
- g) That the Seller will be granting exclusive rights to use and right to deal with Limited Common Area to other buyers of the apartments in the Project. The PURCHASER/S confirms that before execution of this Agreement, the PURCHASER/S has been provided with details of the Limited Common Area of the Project and is fully aware of the exclusive right of user of such Limited Common Areas in the said Project. The PURCHASER/S has also been informed that the Deed of Declaration shall also provide the details of such Limited Common Area and its use and exclusivity.

:SCHEDULE 'A':

(Description of the Land on which Project is Developed)

ITEM NO. 1

All that piece and parcel of converted property in Sy. No. 209/3 measuring 4 acre 39 guntas situated in Kodigehalli Village, Yelahanka Hobli, Bangalore North Taluk and bounded on the-

East : Mr. Rajanna's & Shivkumar's property and thereafter 80 ft. road

West : Road leading to Kodigehalli Road

North: Road and Canara Bank Layout

South : Mr. Nanjundappa's property

ITEM NO. 2

All that piece and parcel of converted property in Sy. No. 209/8 and 209/6 to the extent of 1 acre 36 guntas (One acre and Thirty Six guntas) situated in Kodigehalli Village, Yelahanka Hobli, Bangalore North Taluk and bounded on the-

East by :Road

West by : Property of Mr.B.M. Ramanna's Property

North by : Property of Mr. Venkatesh & Mr. Shivkumar

South by : Property of Mr. Seenappa and Mr. Ramarajappa & Mr. Nanjundappa

ITEM NO. 3

All that piece and parcel of converted property bearing Survey No.209/4, measuring 22 ½ guntas, Kodigehalli Village, Yelahanka Hobli, Bangalore North Taluk bounded on the-

East by : Remaining portion of Survey No.209/4 measuring 22 ½ guntas belonging to Mr. K.G.Venkatesh

West by : Mr. B.M.Ramanna's land

North by : Mr. K.M.Narayanappa and Koravara Aninappa's land

South by : Kannamangala Rajanna's land

ITEM NO. 4

All that piece and parcel of converted property bearing Survey No.209/7, measuring 22 ½ guntas, Kodigehalli Village, Yelahanka Hobli, Bangalore North Taluk bounded on the-

East by : K.M.Narayanappa and Koravara Aninappa's land

West by : Kannamangala Rajanna's land

North by : Road

South by : Remaining portion of Survey No.209/4 measuring 22 ½ guntas belonging to N.Shivakumar

SCHEDULE 'B'

(Description of undivided share agreed to be conveyed)

An undivided/ 73114 sft share in the land comprised in the Schedule 'A' Property.

SCHEDULE 'C'

(Description of the Apartment)

A Bedroom Apartment bearing No on the Floor in I Block of the Building known as Project **"ALPINE PYRAMID"** to be constructed in the Schedule-A Property with a carpet area of Square Feet and super built up area ofsquare feet along with **Car Parking** collectively set out in the schedule "C" (Schedule 'C' Apartment) with proportionate share in the common area of the project (which is inclusive of proportionate share in balconies, common areas attributable thereto and limited access to the terrace area i.e. from the lift room to the water tank for the purpose of repairs).

SCHEDULE 'D'

: RIGHTS OF THE PURCHASER/S/S:

The PURCHASER/S/s shall, in the course of ownership of Schedule 'B' Property and Schedule 'C' Apartment have the following rights:

- 1) The right to get constructed and own the Apartment described in the Schedule 'C' above for residential purposes.
- 2) The right and liberty to the PURCHASER/S and all persons entitled, authorized or permitted by the PURCHASER/S (in common with all other persons entitled, permitted or authorized to a similar right) at all times, and for all purposes, to use the staircases, passages and common areas in the Building for ingress and egress and use in common;
- 3) The right to subjacent lateral, vertical and horizontal support for the Schedule 'C' Apartment from the other parts of the Building;
- 4) The right to free and uninterrupted passage of water, electricity, sewerage, etc., from and to the Schedule 'C' Apartment through the pipes, wires, sewer lines, drain and water courses, cables, pipes and wires which are or may at any time hereafter be, in, under or passing through the Building or any part thereof by the Schedule 'A' Property;
- 5) Right to lay cables or wires for Radio, Television, Telephone, Data, Cable and such other installations, in any part of the Building, however, recognizing and reciprocating such rights of the other owners;
- 6) Right of entry and passage for the PURCHASER/S with/without workmen to other parts of the Building at all reasonable times after notice to enter into and upon other

parts of the Building for the purpose of repairs to or maintenance of the Schedule 'C' Apartment or for repairing, cleaning, maintaining or removing the water tanks, sewer, drains and water courses, cables, pipes and wires causing as little disturbance as possible to the other owners and making good any damage caused.

- 7) Right to use along with all other owners all common facilities and amenities provided therein on payment of such sums as may be prescribed from time to time by the Sellers or the owners' association or the agency looking after the maintenance of common areas and amenities.
- 8) Right to use and enjoy the common areas, amenities and facilities in the Project in accordance with the purpose for which they are installed without endangering or encroaching the lawful rights of other owners/users.
- 9) Right to make use of all the common road, driveways and passages provided in Schedule 'A' Property and the adjoining lands to reach the Schedule 'C' Apartment without causing any obstruction for free movement therein.

: SCHEDULE 'E':

: OBLIGATIONS ON THE PURCHASER/S:

- 1) Not to raise any construction in addition to that mentioned in Schedule 'C' above.
- 2) Not to use or permit the use of the Schedule 'C' Apartment in such manner which would diminish the value of the utility in the property described in the Schedule 'A' above.
- 3) Not to use the space in the land described in Schedule 'A' Property for parking any vehicles or to use the same in any manner which might cause hindrances to or obstruct the movement of vehicles parked in the parking spaces or for users of adjoining properties.
- 4) Not to default in payment of any taxes or government levies to be shared by all the owners of the property described in the Schedule 'A' Property.
- 5) Not to decorate the exterior part of the Schedule 'C' Apartment to be constructed otherwise than in the manner agreed to by at least two third majority of the owners of Apartments in the Project.
- 6) Not to make any arrangements for maintenance of the building and for ensuring common amenities herein for the benefit of all concerned other than that agreed to by two third majority of all apartment owners.
- 7) The PURCHASER/S shall have no objection whatsoever to the Sellers managing the building in Schedule 'A' Property by themselves or handing over the common areas and the facilities to the common organization or association as soon as it is formed and pending formation of the same, the Sellers shall retain the same and the PURCHASER/S have given specific consent to this undertaking.
- 8) The PURCHASER/S shall become a Member of the Owners' Association to be formed amongst the owners of apartments in the Project and agree to observe and perform the terms and conditions and bye-laws and rules and regulations of the Association that may be formed and pay the admission fee and other fees that may be agreed. The maintenance of all the common areas and facilities in the Project shall be done by Seller until formation of Association and/or by the Maintenance Company appointed by the Seller and the PURCHASER/S shall pay all common expenses and other expenses, taxes and outgoings in terms of this Agreement and Construction Agreement to the Seller or the Maintenance Company engaged by the Seller.

- 9) It is hereby clarified and agreed that all expenses relating to maintenance of common areas, amenities, open spaces, parks, gardens (other than private gardens) and facilities shall be borne by the owners of Apartments in the Project proportionately. No owner of an apartment in the Project is exempted from payment of common area maintenance expenses by waiver of the use or enjoyment of all or any common areas and facilities or by non-occupation of the apartment.
- 10) The PURCHASER/S/s shall use the apartment only for residential purposes and the car-parking space for parking a light motor vehicle/s and no other purposes. The PURCHASER/S shall not use the Schedule 'C' Apartment as serviced apartment or transit accommodation or let it out on temporary basis.
- 11) The PURCHASER/S shall not alter the elevations of the apartment building.
- 12) The PURCHASER/S shall from the date of possession, maintain the apartment at his cost in a good and habitable condition and shall not do or suffer to be done anything in or to the said apartment and/or common passages, or the compound which may be against the rules and bye-laws. The PURCHASER/S shall keep the apartment, walls, floor, roof, drains, pipes and appurtenances thereto belonging in good condition so as to support, shelter and protect the parts of the entire development and shall not do any work which jeopardizes the soundness or safety of the building or the property or reduce the value thereof or impair any assessment and shall not add any structure or excavate any basement or cellar. The PURCHASER/S/s shall promptly report to the Sellers/Maintenance Company /Association of Apartment Owners, as the case may be, of any leakage/seepage of water/sewerage and the like through the roof/floor/wall of the said apartment and especially with regard to the external and common walls shared by the owners.
- 13) It is specific term and condition of this Agreement and of the rights to be created in favour of the prospective buyers of the apartments in the Project that:
 - a) The name of the owner and/or apartment number shall be put in standardized letters and colouring only at the spaces designated by the Sellers in the entrance lobby and at the entrance door of the particular apartment but at no other place in the building and the number allotted to any apartment shall not be altered.
 - b) No sign board, hoarding or any other logo or sign shall be put up by the buyers on the exterior of the building or on the other wall/s of the apartment.
 - c) The PURCHASER/S/s shall not alter the colour scheme of the exterior of the building or of the exterior lobby wall of the said apartment though the PURCHASER/S shall be entitled to select and carry out any decoration/painting of the interior of the said apartment.
 - d) The PURCHASER/S/s shall not do anything that may adversely affect the aesthetic appearance/beauty of the building, nor do anything within the compound the Project which may cause any nuisance or obstruction or hindrance to the other owners.
 - e) Any further or other construction that may be permitted hereafter over and above the construction already sanctioned as aforesaid such construction may be carried out only by the Sellers. The PURCHASER/S/s shall not be entitled to object to the same or to cause any obstruction or hindrance thereof, nor to ask for any discount and/or rebate and/or abatement in the above mentioned consideration.

- 14) The PURCHASER/S/s shall, from time to time, do and execute all further acts, deeds, matters and things as may be reasonably required by the Sellers for duly implementing the terms and intent of this Agreement and for the formation of Owners Association.
- 15) As the PURCHASER/S will be one of the owners of the apartments in the Project the PURCHASER/S shall be entitled to use in common with the all the other buyers/ owners in the Project the Common Areas and Common Amenities listed below:
 - a) Driveways, passages, entry and exits;
 - b) Entrance lobby, staircase and corridors in apartment towers;
 - c) Elevators, pumps, generators;
 - d) Open spaces, common gardens;
 - e) Swimming pool;
- 16) The PURCHASER/S shall be entitled to exclusively use the parking space specifically allotted to the PURCHASER/S either in the basement or at the surface level only for the purpose of parking cars and light motor vehicles. The PURCHASER/S shall not have any right to object for allotment of parking spaces to the other apartment owners, nor shall he have any right to encroach or use other car parking spaces allotted or otherwise
- 17) The PURCHASER/S shall not at any time cause any annoyance, inconvenience or disturbance or injury to the occupiers of other apartments in the development by:-
 - a) Closing the lobbies; stairways, passages and parking spaces and other common areas;
 - b) Making any alterations in the elevation or both faces of external doors and windows of the apartment/parking space to be acquired by PURCHASER/S which in the opinion of the Sellers or the Owners' Association or Sellers differ from the scheme of the building.
 - c) Making any structural alterations inside the apartment or making any fresh openings;
 - d) Defaulting in payment of any taxes or levies to be shared commonly all the owners or common expenses for maintenance of the development.
 - e) Creating nuisance or annoyance or damages to other occupants and owners by allowing pounding, running machinery and causing similar disturbances and noises.
 - f) Installing machinery, store/keep explosives, inflammable/ prohibited articles which are hazardous, dangerous or combustible in nature.
 - g) Using the common corridors, stair cases, lift lobbies and other common areas either for storage or for use by servants at any time.
 - h) Bringing inside or park in the Schedule "A" Property any lorry or any heavy vehicles without the prior approval of the Sellers/Maintenance Company/Association of Owners.
 - i) Using the apartment or portion thereof for purpose other than for residential purposes and not to use for any illegal or immoral purposes.
 - j) Draping clothes in the balconies and other places of building;

- k) Entering or trespassing into the parking areas garden areas and terrace not earmarked for general common use.
 - l) Throwing any rubbish or garbage other than in the dustbin/s provided in the property.
 - m) Undertaking any interior decoration work or additions, alterations inside the apartment involving structural changes without prior consent in writing of the Sellers/Maintenance Company/ Owners Association.
 - n) Creating any nuisance or disturbance or misbehave in the matter of enjoying the common facilities provided to all the owners in the Project
 - o) Refusing to pay the common maintenance expenses or user charges or such sums as are demanded for use and enjoyment of Common Area and Common Amenities in ALPINE PYRAMID – (IRIS –Wing).
- 18) The use of the Common Amenities, swimming pool and other facilities by the PURCHASER/S/s during tenure of ownership shall be without causing any disturbance or annoyance to the other users and without committing any act of waste or nuisance which will affect the peace and tranquillity of the place and shall not default/refuse/avoid paying the subscription and other charges for the use of the facilities therein
 - 19) The PURCHASER/S shall park vehicles only in the parking space/area specifically acquired by the PURCHASER/S and earmarked for the exclusive use of the PURCHASER/S.
 - 20) The PURCHASER/S/s shall not throw garbage/used articles/rubbish in the common areas, parks and open spaces, roads and open spaces left open in the Schedule `A' Property. The PURCHASER/S/ shall strictly follow rules and regulations for garbage disposal as may be prescribed by the Sellers or Agency maintaining the common areas and facilities in ALPINE VIVA – (Vistula Wing).
 - 21) The PURCHASER/S/s shall keep all the pets confined within the Schedule `C' Apartment and shall ensure that the pets do not create any nuisance/disturbance to the other owners/occupants in the building.
 - 22) The PURCHASER/S/s shall use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in Schedule `A' Property and in the Apartment Building in common with the other Apartment Owners and to permit free passage of water, sanitary, electricity and electrical lines, through and along the same or any of them and to share with the other Apartment Owners the cost of maintaining and repairing all common amenities such as common accesses staircases, lifts, generator, etc., and to use the same as aforesaid and/or in accordance with the Rules, Regulations, Bye-Laws and terms of the Association to be formed by or among the Apartment Owners in the Building.
 - 23) The PURCHASER/S/s shall permit the Sellers and/or Maintenance Company and/or Owners' Association and/or their agents with or without workmen at all reasonable times to enter into and upon the Apartment/Parking Space or any part thereof for the purpose of repairing, maintaining, re-building, cleaning and keeping in order and condition all services, drains, structures or other conveniences belonging to or servicing or used for the said apartment and also for the purpose of

laying, maintaining, repairing and testing drainage, water pipes and electric wires and for similar purposes and also for the purpose of cutting off the supply of water and electricity etc., to the Apartment/Parking space or other common areas of the building or to the occupiers of such Apartment/Parking space as the case may be who have defaulted in paying the share of the water, electricity and other charges.

- 24) The PURCHASER/S shall have no right at any time whatsoever to obstruct or hinder the progress of development and construction of the building in Schedule 'A' Property. That the PURCHASER/S shall not be entitled to transfer/assign the rights under this Agreement in favor of anyone else except with the prior written consent of the Developers subject to clause 14 of the Construction Agreement & payment of transfer fee of Rs.250/- per sft. PURCHASER/S doesn't have to pay the transfer fee after registration of the property
- 25) All common areas and facilities shall be used commonly and none of the owners including the PURCHASER/S shall bring any action for partition or division of any part thereof. The PURCHASER/S/TRANSFEEE shall duly and punctually pay the proportionate share of Municipal taxes, Rates and Cesses, levies, charges for services like water, sanitation, electricity, security, etc. cost of maintenance of common areas, amenities, internal pathways/roads, compound walls, salaries of the employees of the Association or any other body or person taking care of these aspects and other expenses in regard to the Building, as may be determined by the Association after it is duly formed, or determined together by the first party owners and developers of the 'B' schedule property till it is formed; They will be liable to have amenities and facilities including water and power disconnected for non-payment of any such amounts.
- 26) The PURCHASER/S/s in the event of leasing the Schedule 'C' Apartment shall keep informed the Maintenance Company/Owners Association about the tenancy of the Schedule 'C' Apartment and giving all the details of the tenants. Upon leasing, only the tenant/lessee shall be entitled to make use of the common facilities and the PURCHASER/S/s shall not be entitled to make use of the common facilities. Notwithstanding the leasing, the primary responsibility to adhere to all the rights and obligations of the PURCHASER/S/s contained herein shall be that of the PURCHASER/S/s and it shall be the responsibility of the PURCHASER/S to ensure that the tenant/lessee follows all the rules and regulations that may be prescribed for the occupants of the Project.
- 27) The date stipulated for delivery of the Schedule - C Apartment is subject to variation on account of force majeure or acts of God or Government orders / restrictions / controls/delay and other reasons which are beyond the control of the First Party. Though every effort will be made to obtain occupancy Certificates, electrical, sanitary and water connections within the stipulated date, no responsibility will be accepted by the First Party for delays in obtaining such connections from Statutory Authorities. The Second Party shall not be entitled to claim any damages/losses against First Party under any of the above stated circumstances, or the ground mentioned herein. Accordingly the First Party shall be or entitled to consequential extension of time.
- 28) The amount due as stated in Clause 2 above shall be paid by the Second Party as per the agreement. If any default or delay in payment the second party shall not be entitled for the compensation mentioned.

- 29) Subject to Clause 7 First party shall give the possession letter of the Apartment after the registration..
- 30) The PURCHASER/S shall be liable to pay to Sellers/ Maintenance Company/Owners' Association, as the case may be, the following expenses proportionately:
- a. Expenses incurred for maintenance of all the landscaping, gardens, and open spaces, white-washing and painting the exteriors and the common areas, the repair and maintenance of lifts, pumps, generators and other machinery, water, sanitary and electrical lines, electricity and water charges of the common areas,, including the cost of AMC's for these equipment, replacement of fittings and provision of consumables of all common areas and places;
 - b. All taxes payable, service charges and all other incidental expenses in general.
 - c. Salaries, wages paid/payable to property manager, security, lift operators, plumbers, electricians, gardeners and other technicians etc.;
 - d. All to other expenses incurred for proper upkeep and maintenance of common areas and facilities within the development including expenses/costs incurred for replacement of worn out equipment's, machinery such as generators, elevators, pumps, motors etc.

ANNEXURE - I
PAYMENT PLAN FOR SALE CONSIDERATION

Booking Amount	
Balance booking amount within 30 days of booking date (equivalent to 10% of sale value)	10%
Within 15 days of execution of agreement	10%
On Commencement of First Basement Floor Slab	8%
On Commencement of Ground Floor Slab	8%
On Commencement of Second Floor Slab	8%
On Commencement of Fourth floor Slab	8%
On Commencement of Sixth Floor Slab	8%
On Commencement of Eight Floor Slab	8%
On Commencement of Tenth Floor Slab	8%
On Commencement of Terrace Floor Slab	8%
On Commencement of Flooring & Tiling	8%
On Intimation of Possession	8%

ANNEXURE - II
SPECIFICATIONS

Structure:	Seismic II Zone RCC framed structure, Concrete solid block masonry
Plastering:	All internal walls smoothly plastered with lime finish.
Painting:	Oil bound distemper for the interiors. Cement paint for exteriors and common areas
Flooring:	Vitrified tiles flooring for living room, dining room, kitchen and bedrooms. Anti-skid ceramic tiles in toilets
Doors:	Teak wood frame for main doors, Hardwood frame for others. Moulded design door shutters. Superior quality SS Hardware. Balcony doors of powder-coated UPVC with glass panel.
Windows:	Powder - coated UPVC three track windows with glass panel and mosquito mesh
Toilets:	Colour glazed tiles upto 7ft. Height. Superior quality sanitary ware of Cera or equivalent and granite counter top. High quality chromium - plated fixtures-jaguar or equivalent
Kitchen:	Granite platform with superior stainless steel sink. 2 ft glazed tiles dado above kitchen platform. Counter with black granite.
Entrance Lobby:	Elegant entrance lobby with granite/marble flooring /Vitrified and cladding of lift walls, as per the decided design.
Electrical:	Concealed conduits with good quality copper wire—Anchor or equivalent. Elegant modular switches- Anchor or equivalent. For safety, one Earth Leakage Circuit Breaker(ELCB) for each apartment. One Miniature Circuit Breaker(MCB) for each room provided at the main distribution base in each flat. Telephone point in living and master bedroom.
Back up Generator:	Provision for Back up Generator.
Lifts:	Each block with lift facility.

ANNEXURE- IV

COMMON AREAS IN THE PROJECT

Lobby, corridors, stair cases, lift area and amenities

ANNEXURE - V

COMMON AMENITIES AND FACILITIES OF THE PROJECT

Swimming pool, Toddlers pool, Tennis Court, Badminton Court, Basketball /court, Gym, Skating Rink, Children play area, Snooker/Billiards, Table-Tennis, Aerobics, Party hall, indoor games hall, Beauty parlour, Laundry,

ANNEXURE -VI
OTHER COSTS CHARGES AND EXPENSES

Any change/modification in the Statutory Payments, the subsequent Statutory Payments shall be increased/reduced based on such change/modifications based on the Applicable Law.

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED AND EXECUTED THIS AGREEMENT TO SELL ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

WITNESSES:

1)

2)

SELLER

For Alpine Housing Development Corporation Ltd.

PURCHASER/S