

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE EXECUTED ON THIS THE _____ DAY OF _____ YEAR TWO THOUSAND **TWENTY FIVE** [___/___/2025] AT BANGALORE.

: BY AND BETWEEN:

M/s. Barmecha Properties

Represented by its Designated Partner

Mr. Anurag Bamecha,

S/o Sri Ajit Barmecha,

Having its registered office at,

No.23, PID.No.67-1-23, Peace Villa, 5th Cross, 5th Block, Koramangala, Bengaluru-560095.

Hereinafter called the **PROMOTER**

(Which expression shall where the context so admits, mean and include its successors-in-interest, executors, administrators, and permitted assignees);

AND

1. Mr. _____,

Aged about _____ years,

S/o. _____,

Aadhar No. _____,

PAN No. _____.

2. Mrs. _____,

Aged about ____ Years

W/o _____,

Aadhar No. _____,

PAN No. _____.

Residing at;

_____,

Bangalore – _____.

Hereinafter called the **"ALLOTTEE"**

(Which expression wherever it so requires shall mean and include all his/her/their heirs, executors, administrators, successors-in-interest and permitted assigns).

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

DEFINITIONS:

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

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

WHEREAS:

- A. The Promoter is the absolute and lawful owner of _____
- B. The said land is earmarked for the purpose of the building residential purpose project, comprising of _____ and the said project shall be known as ' _____ ' (**'Project'**).
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of Promoter regarding the Said Land on which Project is to be constructed have been completed;
- D. The Promoter has obtained the final building construction plans for the Project and also for the apartment from ANEKAL PLANNING AUTHORITY vide _____ L.P.No. _____ dated _____ for the actual sital extent admeasuring _____ Square Meters. 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.
- E. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority, Karnataka at Bangalore on _____ under registration No. _____.
- F. The Allottee has applied for an apartment in the Project vide application dated _____ and has been allotted Apartment No. _____ having a RERA carpet area (Carpet Area") of _____ Square Feet, Type _____, on _____ floor in Tower No. _____ ("Building") along with _____ covered car parking slot, as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B);
- G. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- H. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;

- I. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- J. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the surface/covered parking (if applicable) as specified in para F;
- K. **WHEREAS** the Promoter have prior to this day on the demand made by the Allottee provided the photo copies of the deeds and documents of title pertaining to Schedule 'F' Property, copy of the plan sanction from ANEKAL PLANNIN AUTHORITY and other approvals including RERA registration to the Allottee to enable the latter to carry out legal due-diligence to their satisfaction about the title of the Promoter. Based on the said due-diligence and title verification to their satisfaction, the Allottee has/have agreed to purchase the Schedule 'B' Property from the Promoter on the terms and conditions herein contained and agreed to get the Schedule 'A' Apartment constructed as per the specifications in Schedule 'D' exclusively from the Promoter. The Allottee has/have understood, evaluated and satisfied themselves about the building plans, designs, specifications, construction, concept, title, etc. of '**SPARKLE ATMOS**' and the development in Schedule 'F' Property as well as the suitability of the apartment for the permitted use and the conditions mentioned herein.
- L. **WHEREAS** the Allottee herein, have verified and inspected the Promoter Title to the Schedule 'F' Property, other approvals (including RERA) and proposed building plans as sanctioned by the Anekal Planning Authority and are fully satisfied with the title of the Promoter to the Schedule 'F' Property along with the project being constructed therein, have offered to join the scheme and purchase from the Promoter, a residential Apartment as mentioned in the Schedule 'A' Apartment in the residential development known as '**Sparkle Atmos** ' along with undivided share (UDS) in the Schedule 'F' land being conveyed is more fully described in the Schedule 'A' hereunder along with common ownership and use of internal roads & drive ways and common parking areas reserved for vehicular Parking (other than the parking area allocated for each of the Residential Units), landscaping, and other utilities, amenities and facilities common to all Allottees/purchasers of interest in the Project.
- M. **WHEREAS** in order to enable the Allottee to obtain a title to the residential apartment being purchased by them, it is necessary that the Allottee should own along with the other unit owners, a proportionate undivided share right title and interest in the Schedule 'F' Property.
- N. **WHEREAS** the Allottee has/have further confirmed that Allottee has/have carefully read the conditions of this Agreement and has/have understood his/her/its obligations and liabilities and limitations as set forth herein and has/have neither relied upon nor been influenced by any marketing brochures, emails, advertisements, representations of any nature whatsoever whether written or oral. The Allottee upon

being satisfied as aforesaid and relying upon his/her/their own judgment and investigations(s) and on advice of competent legal counsel/advocate engaged by Allottee has/have approached and offered to purchase the Schedule 'F' Property and get Schedule 'A' Apartment constructed as per Specifications in Schedule 'D'.

- O. **WHEREAS** the Promoter has hence offered to sell Schedule 'A' Property free from all encumbrances with right to construct through Promoter and own Schedule 'A' Apartment and the Allottee have accepted the said offer and have agreed to purchase the Schedule 'A' Property free from all encumbrances with the right to construct through Promoter and own Schedule 'A' Apartment constructed as per Specifications in Schedule 'D' for consideration and payment plan mentioned in the Schedule 'C' below. The Promoter have agreed to convey Schedule 'A' Apartment subject to Allottee complying with the terms and conditions of this Agreement for Sale and payment to the Promoter all the amounts and other payments detailed in this Agreement.
- P. The Allottee shall not be entitled to further the Promoter's power to develop and sell and no requisition or objection shall be raised in any manner relating thereto. The original title deeds of the Schedule 'F' Property will be retained by the Promoter and later handed over to then formed Association as per the applicable laws.

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

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in para F.

1.2 The Total price for the Apartment based on the SBA is **Rs.** _____/-, Rupees _____ only ("Total Price"):

Tower No. _____, Apartment No. _____, Floor _____	
Total price (in rupees)	Only.

BREAKUP OF THE COST OF THE APARTMENT:

A. Cost of Apartment (including One duplex feasibility covered car parking slot	
B. GST on Cost of Apartment	
C. BESCO / / DG Deposits / Connection & Infra Charges	
D. Club House	
E. Legal Charges	
F. GST on other Charges	

The Allottee shall in addition to payment of cost of apartment (UDS land and construction) shall pay the following:

- a) Proportionate cost of external and internal electrification, connection charges, deposits payable to BESCOM, etc.,
 - b) installation & connection of Back-up Generator Charges
 - c) pay proportionate cost of water supply & sanitary connection charges, deposits payable to CMC/Gramapanchayathi -, etc.,
- Is it necessary to mention here as we would have mentioned in breakup above.

d)

e)

f) Club House charges of Rs. _____/- (Rupees _____only) per apartment and is included in Item G in the above table.

g) Rs. _____/sft. (Rupees _____square feet) of super built-up area as Maintenance Charges for Year 1 Maintenance expenditure. The amount collected will be used for Year 1 Maintenance. & balance will be transferred to association maintenance account. This is included in Item I in the above table.

h) Legal Charges Rs. _____/- (Rupees _____only) per apartment and is included in Item H in the above table.

i)

j) GST & any other taxes on the above items, as per the prevailing rates and along with each milestone payment and is included in Item B in the above table.

k) Stamp Duty & Registration Charges payable for this Agreement & the Sale Deed subsequently.

l) Cost of title **insurance** (including for diligence costs for procuring, if any) on a pro-rata basis (as and when it is ascertained).

m) Khata Transfer Charges (to be ascertained at the relevant juncture)

n) Year 2 to 5 maintenance, as applicable (including AMC, warranties and other recurring costs) will be collected in advance on a periodic basis on a cost + overheads + management fee.

The Allottee further agree/s to pay the additional sums to the Promoter in case the Promoter finds that the maintenance Charges paid are exhausted and/or not sufficient to meet the outgoings and expenses referred to above. Any surplus or balance Amount paid towards maintenance of common services will be transferred by Promoter to the Owners Association on its formation.

The Promoter shall be free to determine and agree upon the sale prices, payment of other sums and specifications for others. The Allottee shall not be entitled to question the sale price at which the Promoter sells the other apartments in "**Sparkle Atmos**" to others and the quantum of other charges, deposits and other sums referred to above.

The sale consideration has been agreed upon considering the input indirect tax credit that is available to the Promoter for offset. However, during the tenure of this Agreement, the statutory laws change to a no input credit regime, if the

applicable laws permit, the sale consideration will be increased to compensate for loss of input credit.

Explanation:

(i) The Total Price above includes the booking amount (i.e., 9.99% of the Sale Value to be / paid by the Allottee to the Promoter towards the Apartment;

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Service Tax (GST), or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) and the same shall be payable by the Allottee on or before handing over the possession of the apartment to the Allottee or the competent authority, as the case may be, after obtaining the completion certificate / occupancy certificate;

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Allottee to the promoter shall be increased /reduced based on such change/ modification:

Provided further that if any increase in the taxes after the expiry of the schedule dated of completion of the project as per registration with the authority which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Allottee;

(iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manners specified therein.

(iv) The Total Price of Apartment includes recovery of price of land, construction of [not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as described hereinafter, etc., and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

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

1.4 The Allottee(s) shall make the payment as per the payment plan set out in

Schedule C ("Payment Plan").

- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments at SBI Lending rate + 2% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' 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.
- 1.7 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. 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 more than three percent then the Promoter shall refund the excess money paid by Allottee within 60days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the payment plan as provided in **Schedule C**. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement. In case of variation in the area of the undivided share to be conveyed in favour of the Allottee herein in terms of this Agreement marginally consequent to construction or any variation to the plans sanctioned or for any other reason, it shall not affect the consideration stipulated for sale of the Schedule 'A' Apartment. The Allottee agrees that the Schedule 'A' Apartment agreed to be conveyed taking into account the undivided share of land for construction of club house (and other common area and common amenities) upon completion of the construction the exact undivided share corresponding to each of the apartments will be ascertained. The statement of the Architect for the Project is final and binding on both the parties and the Allottee will have no objection to such marginal variation in the UDS of the Schedule 'F' Property.
- 1.8 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Apartment;
 - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience

or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of Allottee after duly obtaining the completion certificate from the competent authority as provided the Act;

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

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

1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the 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.

1.11 The Allottee has paid a sum of **Rs.**_____/- (Rupees _____ only) being part payment towards the Total Price of the Apartment the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan [Schedule C] 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 shall be liable to pay interest at the rate specified in the Rules.

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, on written demand by the

Promoter, within the stipulated time as mentioned in the Payment Plan [Schedule C] through A/c Payee Cheque/demand draft/bankers Cheque or online payment (as applicable) in favour of BARMecha PROPERTIES-SPARKLE ATMOS-COLLECTION ACCOUNT payable at Bangalore.

In case any Cheque/s issued by the Allottee is/are dishonored for any reason in respect of the payments in Schedule 'C' hereto, the Allottee is/are not only liable for lawful action, but also be liable to pay the charges collected by the Bank.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) Modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. The Allottee agree/s that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by RBI, the Allottee alone shall be liable for any action under FEMA. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payments, remittances on behalf of any Allottee and such third Party shall not have any right in this application/allotment of the Schedule 'A' Apartment in any way and the Promoter shall issue the payment receipts in favour of the Allottee only. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India; he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said 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 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 with the Authority and towards handing over the Apartment to the Allottee and the common areas to the association of the Allottee or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT/APARTMENT:

6.1 The Allottee has seen the proposed layout plan, specifications, amenities and facilities of 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 in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Anekal Planning Authority (APA) and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

6.2 The Allottee have expressly given consent and empowered the Promoter for minor variations and/or modifications and/or alterations as the Promoter may consider necessary or as may require on sanction of a modified plan or by public authority to be made in such plans or constructions as may be necessity due to exigencies but without substantially altering the size of the Apartment or its external dimensions

6.3 If the delay is on account of Allottee seeking modifications in Schedule 'A' Apartment there is no liability on the Promoter to pay any damages.

7. POSSESSION OF THE APARTMENT:

7.1 Schedule possession of the said Apartment – the Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the common areas to the association of Allottee or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place on _____(or any extension provided by RERA) unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the 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 the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 60 days from that date without any interest. The Promoter shall intimate the Allottee about such termination at least 30 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. Though every effort will be made to obtain electrical, water and sewerage connections within the stipulated time, no responsibility will be accepted by the Promoter for delays in obtaining such connections, clearances and other Certificates from the statutory authorities and Allottee shall not be entitled to claim any damage/ losses/ interest against the Promoter on the ground of such delay. If there is delay in securing permanent connections, temporary connections will be provided till permanent connections are provided. The Allottee shall however pay the consumption charges as per bills raised. The Promoter has taken NOC for water and sewerage from Byagadadenahalli Grama Panchayath Office. If water supply from Byagadadenahalli Grama Panchayath Office is either inadequate or unavailable then the same shall be procured through alternative sources and the proportionate cost for the same shall be borne by the Allottee. The Certificate issued by the Project Architect for development in Schedule 'A' Property as to the completion of the Apartment and its fitness for occupation along with Occupancy Certificate issued by competent authority shall be final and binding on the Parties.

- 7.2 Procedure for taking possession - The Promoter, upon obtaining the Occupancy Certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the promoter. The Allottee, after taking the possession, agree(s) to pay the Promoter/association of Allottee, as the case may be after the issuance of completion certificate for the project. The Promoter shall hand over the occupancy certificate of the apartment, as the case may be, to the Allottee at the time of conveyance of the same time.
- 7.3 Failure of Allottee to take possession of Apartment – Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in this Agreement.
- 7.4 Possession by the Allottee - After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottee/s, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottee or the competent authority, as the case may be, as per the local laws.
- 7.5 The Allottee shall be liable to bear and pay to the Promoter in terms of this Agreement, the following expenses commencing from 60 days after notice is given by the Promoter to the Allottee to the effect that the Schedule 'A' Apartment is ready for use and

occupation by the Promoter, irrespective of whether the Allottee takes possession or not:

- a) The electricity and water charges and other utility charges for the Schedule 'A' Property;
- b) Property taxes in respect of the Schedule 'A' Apartment
- c) Allottee's share of common maintenance expenses i.e., proportionate share of insurance premium, wages for the persons appointed by the Promoter to manage and look after the common areas and facilities in "**Sparkle Atmos**" such as property manager, security guards, gardeners, plumbers, electricians, generator operators, sweepers etc., expenses incurred by the Promoter or the agency appointed for maintaining all the common areas and facilities, such as electricity charges, water charges, housekeeping consumables etc.,

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 (i.e. 9.99% of the sale value) along with any delay interest liabilities. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 days of such cancellation without any interest for the balance amount

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

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment (1) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business 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 him in respect of the Apartment, with interest at the rate prescribed in including compensation in the manner as provided under the Act within 45days of it becoming due. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within 45 days of it becoming due.

7.8 The Allottee shall receive possession of the Schedule 'A' Apartment on or before the dates stipulated by the Promoter in writing, by executing the Sale Deed and getting the same registered. In case the Allottee defaults in receiving possession as aforesaid and/or complete the purchase, the Promoter is entitled to and Allottee shall be liable to pay per month Rs.4/- (Rupees Four Only) per sq. ft. of the super built up area as holding charges which the Allottee agrees to pay the same before receiving possession of Schedule 'A' Apartment.

7.9 The Allottee upon taking possession of the Schedule 'A' Apartment, shall be deemed to have accepted that the Schedule 'A' Apartment as fully completed in all respects as per the specifications and the Allottee shall not have any claim against the Promoter for any items of work in the Schedule 'A' Apartment which may be alleged as not carried out or completed by the Promoter. This however shall not be applicable to any snags reported by the Allottee at the time of taking over of the Apartment, which shall be attended to and rectified by the Promoter.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represents and warrants to the Allottee as follows:

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land: the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project. Except the project loan provided by _____. However, the Promoter alone is responsible for discharge of the said charge or mortgage before sale of Schedule 'A' Apartment is completed. The Promoter agree to secure necessary No Objection Certificate from the lending Bank/ Institution and furnish the Same to the time of conveyance of Schedule 'A' confirming that Schedule 'A' Apartment being free from the said charge or mortgage.
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of the Allottee or the competent authority, as the case may be;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable

with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of apartment or buildings, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the association of Allottee or the competent authority, as the case may be;

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

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:

- (i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the 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 occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter's business as a Promoter on account of suspension or revocation of his 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, Allottee is entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within 45 days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the promoter to the Allottee within 45Days days of it becoming due.

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

- (i) In case the Allottee fails to make payments within 10days from the 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 60days after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment, in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount (i.e. 9.99% of the sale value) and any delay interest liabilities and this Agreement shall thereupon stand terminated. Provided that the Promoter shall intimate the Allottee about such termination at least 30 days prior to such termination. The Agreement shall be deemed to have been terminated upon receipt of balance payment after forfeiture as stipulated herein, without any interest within 45days from the date of Termination. Further, if the Agreement is registered, this balance amount is payable simultaneously upon the Allottee coming forward to register the Cancellation Agreement in the jurisdictional sub-registrar. Upon such termination, the Allottee shall have not any claims over the Schedule 'A' Apartment.
- (iii) If, however, the Allottee pay up the arrears within the time stipulated in the notice of termination with overdue interest as per RERA Act, the right to terminate the Agreement would lapse for such default and this Agreement continues to be valid. Any payments by the Allottee received by the Promoter would be firstly appropriated towards the payment of interest due if any and remaining towards part payment and any deficit would be made good by the Allottee.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the Apartment as per 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Allottee. However, in case the Allottee fails to deposit the stamp duty and/ or registration charges within the period mentioned in the notice, the Allottee authorized the promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the promoter is made by the Allottee.

The Allottee shall bear the cost of stamp duty payable on this Agreement and will also pay the registration fee and any incidental costs, if this Agreement is registered before the jurisdictional Sub-Registrar.

The Promoter agrees to execute Sale Deed in terms of the draft prepared by the Promoter's Counsel for sale of Schedule 'A' Property in favour of Allottee, on compliance of the terms and payment of all sums mentioned herein. The Allottee agree/s not to claim conveyance or possession till compliance of this Agreement. The Parties hereto shall cooperate with the each other for registration of the Sale Deed in Pursuance of this Agreement. The Sale Deed and its registration process shall be completed through the Promoter's legal counsel and the Allottee is/are liable to pay the expenses and professional fees stipulated by the Promoter in respect thereto and the Allottee consents for the same.

The stamp duty, registration charges, prevailing at the time of registration of the sale

deed, legal expenses and all other miscellaneous/incidental expenses for execution and registration of the Sale Deed including the stamp duty and registration fee as may be demanded by the jurisdictional registration Authorities shall be borne by the Allottee. In the event of the sale Deed being referred to the authorities for adjudication of stamp duty and /or under valuation of the Schedule 'A' Property, it is the responsibility of the Allottee to attend to the same at his/her/their cost and secure release of the Sale Deed. The Promoter shall have no liability in respect thereto.

11. MAINTENANCE OF THE SAID BUILDING/APARTMENT/ PROJECT:

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the Allottee upon the issuance of the completion certificate of the project. The cost of such maintenance has been excluded in the Total Price of the Apartment.

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 within a period of 05 (Five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 45 (Forty Five) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

The structure defect liability period shall be for a period of 05_____ (Five) years (or as revised by RERA Karnataka from time to time) from the date of the Promoter receiving Occupancy Certificate from plan sanctioning authorities or taking possession, whichever is earlier. The Defect liability shall cover rectification of all structural defects. It is however agreed by the Allottee that from the date of handing over of the possession of the said Apartment and till completion of the Defect Liability Period, the Allottee shall maintain the said Apartment in the same state and condition in which it will be handed over to the Allottee. Further, the Allottee shall, not during such period change/ amend/ modify affecting the Structure in the said Apartment in any manner whatsoever. All defects that are caused due to normal wear and tear, abuse and improper usage / negligence / omission / act / commission on the part of the Allottee/others, is excluded from this clause and for which the Promoter are neither liable nor responsible.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

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

14. USAGE:

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the 'Sparkle Atmos' 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 Allottee formed by the Allottee for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1 Subject to Para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment 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 Apartment and keep the Apartment walls and partition, sewer, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable 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 damage or jeopardized.

15.2 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 color 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 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 Apartment.

15.3 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.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

The Parties are entering into this agreement for the allotment of the Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment/Building, other than what is stated herein, 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 Apartment.

18. THE KARNATAKA APARTMENT OWNERSHIP ACT, 1972 AND THE KARNATAKA OWNERSHIP FLATS (REGULATION OF 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) and the Karnataka Ownership Flats (Regulation of the Promotion of the Construction, Sale, Management and Transfer) Act, 1971. The Promoter showing compliance of various laws/regulations as applicable in the State of Karnataka and its revision thereafter from time to time.

19. 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 7 (Seven) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 7 (Seven) 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 7 (Seven) days from Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

20. ENTIRE AGREEMENT:

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

21. RIGHT TO AMEND:

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

22. 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 Apartment and the project shall equally be applicable to and enforceable against and by any subsequent Allottee of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

23. WAIVER NOT A LIMITATION TO ENFORCE:

24.1 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 [Schedule C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be

construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottee.

- 24.2 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.

24.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.

25.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 Apartment bears to the total carpet area of all the Apartments in the Project.

26.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 herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

27.PLACE OF EXECUTION:

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

28.NOTICES:

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

Allottee:

Mr. _____

No. _____,

Bangalore – _____
e-mail ID: _____

Promoter:

Barmecha Properties,
No.23, Peace Villa, 2nd floor, 5th block, Kormangala,

Bangalore – 560095
e-mail ID: _____

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

29. JOINT ALLOTTEES:

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

30. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the apartment or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment or building, 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.

31. 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.

32. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

33. ASSIGNMENT:

- a) That during the first 18 (Eighteen) months of the execution of this Agreement or till the execution of the Sale Deed whichever is earlier, the Allottee shall not have power or authority to transfer or assign his/her/their right under this agreement to anyone. After expiry of 18 (Eighteen) months, the Promoter shall give consent for such assignment subject to what is stated herein. It is specifically agreed by the Allottee that the Allottee cannot part with possession of the said Apartment or sell transfer assign his/her/their interest in the said Apartment without the prior written sanction and consent (to be granted at the option) of the Promoter and until the contract contemplated under this Agreement and all other writings executed along with this Agreement is duly and properly fulfilled. It is specifically understood that the Promoter shall at their option permit assignment on charging an assignment fee, of Rs.150/- (Rupees One Hundred and FiftyOnly) per sft. super built-up area of apartment along with applicable taxes. The Promoter may grant such sanction, provided at the time of such assignment the Allottee has/have paid all amounts mentioned in this Agreement (and all other writings and Deeds that may be executed here with), in respect of the said Apartment. Further in the event of such assignment, the Promoter shall not be liable to pay any compensation/damages payable by the Promoter under any of the terms and/or conditions of this Agreement. It is also made clear that the Allottee will not be able to assign his/her/their rights in portions i.e., the Allottee will have to either assign all his/her/their rights under this Agreement in full or otherwise shall not be entitled to assign his/her/their rights at all.
- b) In addition to above, the Promoter's consent (if granted) to dispose, transfer or sale by way of assignment of the said Apartment to a third party shall be inter alia subject to the Allottee:-
- (i) settling all charges outstanding and payable to the Promoter including Assignment Charges, all other payments mentioned in this Agreement and other overdue interest (if any);

34.LIMITATIONS AND EXCLUSIONS OF DEFECT LIABILITY:

- (a) The Promoter shall not be responsible for routine/non-structural cracks resulting from differential co-efficient of thermal expansion, non-monolithic joints, seasoning effects, sweating of walls, etc. and such other defects caused due to normal wear and tear, abuse and improper usage.
- (b) The Promoter shall not be responsible for issues such as difference in shades of tiles, Tolerances as per IS and building codes, Air Pockets beneath tiles, Separation cracks / gaps between non-homogeneous building components, slopes considered for water drainage, reduction in carpet area due to plaster thickness and skirting. Defects arising from natural wear and tear/forced/intentional/accidental damages do not come under the scope of maintenance under defect liability. Any defects or damages caused to glass, ceramic, vitrified, porcelain materials shall not come under the defect liability after accepting possession of the apartment.

- (c) The Promoter shall not be liable for any manufacturing or other defects of any branded inputs or fixtures or services of any third party mentioned in the schedule/annexure to this agreement, unless it results in structural defect.
- (d) Notwithstanding anything contained in the above clause the following exclusions are made under the Defect Liability of:
 - (i) Equipment (lifts, generator, motors, STP, transformers, gym equipment etc) which carry manufacturer's guarantees for a limited period. Thereafter the welfare association /society shall take annual maintenance contract with the suppliers. The Promoter shall transfer manufacturer's guarantees/warranties to the Allottee or association of Allottees as the case may be.
 - (ii) Fittings related to plumbing, sanitary, electrical, hardware, etc. having natural wear and tear.
 - (iii) Allowable structural and other deformations including expansion quotient.
 - (iv) The terms of work like painting etc., which are subject to wear and tear.

35. OBLIGATIONS OF ALLOTTEE:

- 36.1 The Allottee shall be bound by the obligations and restrictions which are necessary in the interest of the timely delivery of Schedule 'A' Apartment and completion of development of Schedule 'F' Property.
- 36.2 The Allottee shall not require or undertake by himself before/after delivery of possession of Schedule Property any additions/deletions/ modifications /changes in position etc., of the windows, doors, overall footprints of the apartment, internal layout of the apartment, toilets and kitchen, sit outs/balconies/decks (covered or uncovered), architectural features (external/internal), fabrication works (grills, balcony railings) and external painting, other than what is provided for in the design by the Architects and Promoter. The Allottee has/have expressly given consent for variations and/or modifications as the Architect/Allottee may consider necessary from time to time during the course of construction. The Architect and Promoter are the final decision makers on these aspects and the Allottee shall not interfere or question the design, cost, construction processes etc., implemented by the Promoter.
- 36.3 The Allottee has agreed that within the Schedule 'F' Property, all areas comprising of roads, footpaths, open spaces, garden landscapes, clubhouse swimming pool, all other facilities, internal road, water tanks, supply networks and reservoirs, sewer networks and sewerage treatment plan, storm water drainage, electric poles, etc., will always remain the property of the Promoter until entire development in Schedule 'F' Property is completed and it is handed over to Confederation of Owners Association on such completion. However the Allottee is allowed on restricted basis to use such areas and benefits of such facilities subject to the Allottee regularly and promptly paying their proportionate share of the outgoings taxes, costs, charges, expenses and all other amounts as may be demanded by the Promoter.
- 36.4 The Allottee shall not obstruct and/or interfere in the development/construction processes of the entire project in "**Sparkle Atmos**".

- 36.5 The Allottee shall not object to the location/installation or setting up of Transformer/s and other equipment/s for supply of electricity, water and sanitary facilities, Gas bank, security cabins, surveillance system, STP and DG Set Exhausts, Humps for reduction of speed of vehicles, water tank filling facility, diesel tank filling facility, signage boards, fire extinguishers, wet-risers, sprinklers, boom gates/barriers, antennas and equipment for data and communication facilities. It is specifically agreed between the parties that spaces below ramps and niches below building foot prints shall belong to the Promoter and the Allottee shall have no objection whatsoever to the way the Promoter uses the spaces or deals with it.
- 36.6 The Allottee shall not object to the rights of the Promoter in allotting the covered/mechanical/stacked/open car parking spaces/ garage storage spaces for the Schedule 'A' Apartment in the Schedule 'F' Property. The decision of the Promoter in this regard shall be final and binding on the Allottee.
- 36.7 The Allottee agrees that he/she/they shall park their cars/vehicles only at the specific car park space specifically allocated to them and not at any other place, around the building.
- 36.8 The Allottee for himself/herself/themselves with intention to bring all persons unto whomsoever hands the said Apartment may come, doth/do hereby covenant with the Promoter as follows:
- (a) To maintain the said Apartment at his/her/their own cost in good and tenable condition, from the date of possession of the said Apartment is taken and shall not do or suffer to be done anything in or to the building in which the said Apartment is situated, which may be against the rules, regulations or bye-laws of concerned local or any other authorities or change/alter or make addition in or to the building in which the said Apartment is situated and in the said Apartment itself or any part thereof.
 - (b) Not to store in the said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to endanger the construction or structure of the building in which the said Apartment is situated or storing of goods which is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages, which may damage or are likely to damage the staircase, elevators, common passage or any other structure of the said building including the entrance of the building. The Allottee on account of negligence or default on his/her/their part in this behalf shall be liable for the consequences of such breach.
 - (c) To carry at his/her/their own cost, all internal repairs to the said Apartment and to maintain the said Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the said building or the said Apartment which may be against the rules and regulations and bye-law of the concerned authority / authorities. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned authority/ resident association and/or to the Promoter and the Defect Liability of the Promoter shall stand withdrawn.

- (d) Not to demolish or cause to be demolished the said Apartment or any part thereof, nor at any time make or cause to be made any addition or any alteration in the elevation and outside colour scheme of the building in which the said Apartment is situated and shall keep the portion, sewers, drains pipes in the said Apartment and appurtenances thereto in good, tenantable and repairable condition and in particular, so as to support, shelter and protect the other parts of the building in which the said Apartment is situated and shall not chisel or in any other manner damage the columns, beams, walls, slabs or R.C.C. parts or other structural members in the said Apartment without the prior written permission of the Promoter.
- (e) Not to put any object or keep flower pot outside the windows or on the projection area of the said Apartment. Outdoor Air conditioning equipment can be fixed at the area pre-approved by the Promoter and the Association.
- (f) Not to do or omit or permit to be done any act or thing which may render void or voidable any insurance of the said Land and the building in which the said Apartment is situated or any part thereof or whereby any increase in premium shall become payable in respect of the said building and/or the said Apartment.
- (g) Not to throw crackers, dirt, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said Land and the building in which the said Apartment is situated.
- (h) To pay within 10 Days of demand by the Promoter his / her / their share of security deposit / charges / premium / statutory demands demanded by the concerned local authority or Government and/or others for any reason/s whatsoever including for giving water, drainage, electricity or any other service connection to the building in which the said Apartment is situated.
- (i) The Allottee shall not use the said Apartment for any purpose other than for residential use and shall not use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the other premises in the said building or for any illegal or immoral purpose.
- (j) The Promoter shall be entitled, with or without workmen, surveyors, agents and others, at all reasonable times, to enter into and upon the Apartment and the said building or any part thereof for inspection.

36. CLUB HOUSE:

37.1 The Promoter is providing Club House for the use and enjoyment of all owners/occupants in Schedule 'F' Property, which shall form part of 'Sparkle Atmos' and Allottee shall be required to pay the prescribed amount towards the club facility for charges and utilize the facilities available in the Club according to the terms and conditions and payment of user charges as prescribed by Promoter or by Agency appointed by Promoter to run and manage the Club or by the Owners Association on its formation. Any tax liability arising out of this shall be borne by the Allottee.

37.2 The said Club House is for use of owners/occupants in Schedule 'F' Property in

'Sparkle Atmos' and the Promoter may provide such facilities therein which they in their sole and absolute discretion consider viable. The facilities may include gym, aerobics/yoga room, indoor games areas and party area, etc.

37.3 The possession of the land, buildings and the fittings and fixtures in the Club including movable assets will be transferred to the Association to be formed by majority of the owners of Apartments in Schedule 'F' Property. Till then the Promoter may maintain and run the Club by itself or by an Agency appointed by them and they shall be entitled to:

- Admit the owners/tenants in possession as members.
- Refuse/reject applications for memberships and suspend members either on account of their disqualification or failure to observe the Club House's rules and/or on account of non-payment of subscription and other dues or for misuse of facilities or for other reasons and such persons are not entitled to use the Club House and the facilities therein.
- Fix the Subscriptions, rates and charges for use of its facilities and amenities, and to revise the aforesaid from time to time.
- Frame the rules and regulations regarding usage of the facilities at the Club House.

37.4 The Promoter shall have a perpetual right of ingress and egress to the Club for using the facilities in the 'Sparkle Atmos' by themselves and by their agents, servants, members, invitees, guests, visitors authorized/ permitted by them till the time they are managing the building, etc.,

37.5 The Allottee as long as he/she/they remain occupant of the apartment in 'Sparkle Atmos', as owner or as a tenant or as lawful occupant in any other capacity shall be entitled to use the 'Club House', subject to

(i) strict observance of the rules of the Club House, framed by the Promoter or by the owners association, their agents/assigns, from time to time;

(ii) payment of charges for usage as may be fixed from time to time by the Promoter and their agents/assigns;

(iii) payment of the subscriptions as may be fixed from time to time by the Promoter and/or their agents/assigns;

(iv) and are entitled for the following:

(a) The Allottee/Tenant and in case of more than one Allottee/Tenant, any one of them is entitled to be enrolled as member of the Club House on payment of admission fee prescribed by the Promoter / owners association.

(b) Membership of the Club entitles a member to use and enjoy the facilities at the Club, subject to strict observance of rules framed by the Promoter and their agents/assign and subject to the payment of the monthly subscriptions and usage charges as may be fixed by Promoter/ owners association.

- (c) Individual members will only have a right to use the facilities at the Club and have no interest, right or title whatsoever to any of the assets of the Club movable or immovable.
- 37.6 It is clarified that non-completion or non-operation of Club or any of the above facilities shall not be deemed as delay in handing over the possession of the Schedule 'A' Apartment. The Allottee shall take possession of the Schedule 'A' Apartment even if Club and above facilities are not complete or non-operational.
- 37.7 The facilities of the Club are available for the benefit of the Allottee of the Apartments/Units/Spaces in Schedule 'F' Property and in the event of transfer of ownership, the transferee will be entitled to the benefits of the Club and the transferor shall cease to be the member of the Club.

38. PROPERTY TAXES AND KHATA:

- 38.1 The Promoter will pay municipal taxes, other rates and outgoings on the Schedule 'F' Property till date of issue of Occupation Certificate by the plan sanctioning Authorities. The Allottee shall be liable to pay the Municipal Taxes from the date of issue of Occupation Certificate (OC) for the Building in which Schedule 'A' Apartment is a portion thereof. Upon completion of the Construction, the Schedule 'A' Apartment will be separately assessed to municipal property taxes. The Allottee shall be liable to pay the municipal property taxes accordingly. The Allottee agree/s to pay the Promoter the service charges and fee that are necessary for securing separate assessment for schedule 'A' Apartment and for transfer of E-Khata/Aasthi to the name of the Allottee, if they utilize the Promoter's assistance. The Allottee agrees and undertakes to pay all government rates, taxes on land, municipal tax, property taxes, wealth tax, taxes, fees or levies of all and any kind by whatever name called, whether levied or leviable now or in future or any enhancement of the prevailing rates by any Government Authority on the said Tower/said Apartment and/or the said land as the case may be as in case assessable or applicable from the date of issue of OC and the same shall be paid on pro-rata basis and the determination of proportionate share by the Promoter, and demand thereof shall be final and binding on the Allottee.
- 38.2 The Allottee is entitled to secure Municipal E-Khata of Schedule 'A' Apartment on purchase at his/her/their cost from the jurisdictional municipal office and Promoter agrees to sign necessary consent letters. In the event of any demand for the payment of betterment charges for securing transfer of E-Khata, the Allottee agree/s to pay the same in proportion to the Schedule 'A' Apartment. The Promoter has agreed to assist the Allottee on request in respect thereto on payment of service charges as aforesaid.

39. SPECIFICATIONS:

The specifications of construction of Schedule 'A' Apartment agreed between the Promoter and Allottee are detailed in Schedule 'D' to this Agreement and the Promoter agreed to construct the Schedule 'A' Apartment in accordance with the said specifications or equivalent thereto. The Allottee shall not seek any modifications in

the plans of the Apartment at any time. It is made clear that any of the materials used in the development of Schedule 'F' Property including in Schedule 'A' Property includes marble, granite, wood etc., and other natural materials are subject to variations in tone grain, texture, colour and other aesthetic features which are beyond the control of the Promoter. The Promoter agrees to use the quality materials available, but is unable to assure that the materials used in the building would exactly match the sample shown. Similarly, manufactured materials such as ceramic/vitrified tiles, anodized/power coated aluminum, sanitary ware, etc., are subject to colour variations and warping due to the inherent manufacturing process and hence the finished product may have colour variations which are again beyond the control of the Promoter. The Promoter would be relying upon the manufacturers and suppliers for its raw materials, such as marble, granite, timber, tiles. Aluminum, sanitary ware etc., there is possibility with the materials specified and shown as samples may not be available at the time construction and in such an event, the Promoter reserve the right to substitute with equivalent alternative.

40. FIRST CHARGE:

The Promoter shall have the first lien and charge on the Schedule 'A' Apartment to be constructed by the Promoter under the terms of this Agreement and its Possession shall lie with the Promoter until all the payments are made to the Promoter by the Allottee under this Agreement For Sale.

41. NATURE OF RIGHT OF USAGE:

- 41.1 It is agreed that the building to be constructed on Schedule 'F' Property shall be held by all the apartment owners having proportionate undivided share and ownership in the land as per terms and conditions herein and to be contained in the Sale Deed to be obtained from the Promoter. All passages, lifts, staircases, waterlines, sewerage lines as also other facilities which are used in common by other apartment holders in the respective block/building will belong to vest with the apartment owners jointly to be used by all the apartment owners of such building in common. None of the apartment owners shall place any obstructions or store or keep any articles in the common areas of the building.
- 41.2 It is explicitly made clear and agreed between the parties that Allottee shall not have any right and interest in the common terrace of any blocks of buildings at "Sparkle Atmos". The right to use the entire Terrace shall exclusively vest with the owners of the apartments in the respective Tower/building for common use. However, private terraces, if any, attached to any apartment/s will vest with owners of such apartments and owners of other apartments shall not have right either of ownership or exclusive use of such private terraces.
- 41.3 The Allottee agrees to own and enjoy Schedule 'A' Apartment to be sold in common with other owners or Allottee of undivided shares and title in Schedule 'F' Property and shall be entitled to all such rights stated herein and the Allottee be liable to comply and adhere to the restrictions and obligations imposed on the Allottee as detailed herein. The rights and obligations so detailed hereunder are common to all apartment owners in 'Sparkle Atmos'. The Promoter however shall be entitled to confer additional benefits and rights to specific allottees at its discretion.

- 41.4 The Car parking areas provided in the Property are for the benefit of all the buyers/owners/occupants of the apartments in the development. The Car parks are to be allotted to each of the buyers/owners of the apartments for facilitating the smooth functioning and use of Car parking areas. In the absence of such allotment, the use of the Car Parking areas would result in disharmony and periodical disputes amongst the owners/users of the apartments. Hence, the Allottee has irrevocably authorized the Promoter to earmark car parks to each of the owners/buyers of the apartments in the mutual interest of one and all in order to maintain peace, cordiality and harmony among the owners/occupants of the building and to avoid day to day parking problems. In view of the afore said, the Promoter are allotting additional exclusive car parking areas to the Allottee who specifically apply for the same and the Allottee will not object to such allotment. The parking area earmarked for the Allottee by the Promoter is binding on the Allottee and the Allottee agrees to receive the same without any objection. The parking space earmarked to Allottee is for exclusive use and enjoyment by Allottee and the Allottee shall not have the right to put up any construction in the parking space or enclose the same or use/convert it for any purpose other than as car parking space. However, the Allottee has right to erect stack for utilizing it as a Duplex Slots.
- 41.5 The Allottee on allotment of the car parking area, other than use of the same, shall not have any power or authority to transfer the same and the undivided share described in Schedule 'A'. In addition there to the Allottee shall not allow the use of the car parking/s allotted for use and enjoyment of the same by any person who does not own or occupy an apartment in the development in Schedule 'F' Property.
- 41.6 The Allottee further covenants to use and enjoy all the common areas and amenities such as roads, parks and open spaces, common electrical lines and lighting, water lines, sewers, drains, pipes, internal roads, pavements, clubhouse etc., in **"Sparkle Atmos"** in Schedule 'F' Property in common with other owners and other occupants. The Allottee shall not place objects/things/articles which hinder free use of any common amenities.
- 41.7 The Garden Areas and other greenery abutting the buildings in **"Sparkle Atmos"** are for common use and enjoyment of the owners of the said residential buildings and the same shall be kept free from obstructions and constructions at all times and always be kept as garden areas only. The owners of the respective Towers in the Schedule 'F' Property shall not enclose the Towers with compound or fencing.
- 41.8 The specific and general rights arising out of this Agreement in favour of the Allottee are confined only with respect to the land on which the building consisting of Schedule A' Apartment in Schedule 'F' Property is envisaged. The Allottee shall not be entitled to claim any right or interest or title of whatever nature in respect of rest of the land and/or areas or development in Schedule 'F' Property which the Promoter are free and entitled to carry on activities on the said portion as many times as they deem fit and the Allottee herein will not have any right to object against such development or claim any interest therein. The Promoter have reserved the right of usage of roads and passages and facilities in the Schedule 'F' Property in perpetuity for purposes of supporting the development and maintenance of services therein. The perpetual

easementary right of access created as aforesaid, is a restrictive covenant which runs with the land in Schedule 'F' Property and is irrevocable under any circumstances whatsoever and the Allottee shall not have the right to question such use and enjoyment of the same by the Promoter or persons claiming under them at all times.

- 41.9 The Promoter will have the right to develop '**Sparkle Atmos**' on Schedule 'F' Property in phases. The Allottee is aware that the development in the adjoining buildings and/or will be continuous and may progress twenty four hours a day and seven days a week. The Allottee agrees not to question the said construction or prevent the same by complaining that the activities in the adjoining buildings/the remaining portions of the Schedule 'F' Property is causing pollution or noise and/or disturbance and it is one of the essential terms of this Agreement.
- 41.10 The Allottee shall not require or undertake before/after delivery of possession of Schedule 'A' Apartment any additions/deletions/modifications/ changes in position etc., of the windows, door, overall footprints of the Apartment, internal layout of the apartment, toilets and kitchen, sit-outs/ balconies/decks (covered or uncovered), architectural features (external/internal), fabrication works (grills, balcony railings, staircase railings etc.) and external painting, other than what is provided for in the design by the Architect and Promoter.
- 41.11 Upon handing over Schedule 'A' Apartment, the Allottee shall not make any structural alterations to the Schedule 'A' 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 fit-out work within the Schedule 'A' Apartment shall not cause any nuisance /annoyance to the occupants of the other apartments in the building and shall not use the common areas, roads, open spaces in the Schedule 'F' Property for dumping materials /debris etc. The Allottee shall strictly observe the rules, regulations, restrictions that may be generally/specifically imposed/ prescribed by the Promoter or the agency appointed periodically for the maintenance of all common areas and facilities in '**Sparkle Atmos**' specifically while taking up interior fit out works.
- 41.12 All interior related works that the 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. The Allottee shall carry out interior works all days except Sundays and Govt Holidays, during the day time between 9.00A.M to 6.30_____ 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 deposit the caution deposit/utility & cleaning charges at the time of taking over the Schedule 'A' Apartment for fit-out or interiors as determined by the Promoter at the later stage.
- 41.13 The Allottee shall not, without the prior written consent of the Promoter, make any structural alterations or additions to the Schedule 'A' Apartment or

permanently remove from there any fixtures or fittings provided therein, if any.

- 41.14 The Allottee shall not have power or authority to draw cable connections to Televisions and /or erect individual Dish/Antenna inside or outside the apartment and on the other hand utilize the said facility provided centrally for benefit of all the owners/occupants in Schedule 'F' Property. The Allottee will be given option from alternate Service Providers in respect thereto. The Allottee shall carryout, at his/her/their own cost and expenses and without claiming any reimbursement from the Promoter, minor non-structural additions or improvements to the Schedule 'A' Apartment. The Allottee shall not do any act, which will cause or tend to cause any damage to the structure and façade of the buildings.
- 41.15 The Promoter reserve the right to retain/remove/plant any trees/plants, electrical equipment, water bodies, road structures, garbage bins etc., in the Schedule 'F' Property, on which the Allottee cannot question. The Allottee has expressly given consent for variations and /or modifications as the Architect/Promoter may consider necessary from time to time during the course of construction. The architect and Promoter are the final decision makers on these aspects and the Allottee shall not interfere or question the design, costs, construction processes etc., implemented by the Promoter.
- 41.16 The Promoter has a right to make any alterations, improvements, additions, repairs, whether structural or non-structural, interior or exterior, ordinary or extra ordinary in relation to any unsold Apartments in Schedule 'F' Property and/or in other Towers in 'Sparkle Atmosand the Allottee shall have no objection /make any claims in respect thereto.
- 41.17 The Allottee hereby agrees, undertakes and covenants with the Promoter that he/she/they shall not at any time hereafter limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by, or granted to the Promoter under this Agreement, or any other deed, document or writing that may be entered into and executed between the parties hereto, and the Allottee shall be bound and liable to render to the Promoter, all necessary assistance and co-operation, to enable the Promoter to exercise and avail of the same.
- 41.18 The Allottee either by himself/herself/themselves or joining with others shall not have the power or authority to seek for any change in location of any common areas, amenities and facilities provided or agreed to be provided in Schedule 'F' Property.
- 41.19 The Sale of Schedule 'F' Property is to enable the Allottee to own and construct Schedule 'A' Apartment in Schedule 'F' Property and not for any other purpose. The Allottee shall not raise any objections or prohibit in any manner to exercise the powers of the Promoter under this Agreement in relation to the extent of the FAR in respect of Schedule 'F' Property either present or at any time in future. The Promoter is also entitled to utilized Transferable Development Rights in Constructing the Schedule 'F' Property.

42. COMMON MAINTENANCE:

- 42.1 The Promoter both before and after completion of development in the Schedule

'F' Property have reserved with exclusive right without any interference, to undertake maintenance and upkeep of common areas and facilities in the Schedule 'F' Property, which includes **'Flat.no. _____'** in Schedule 'F' Property or entrust the same to any one or more Maintenance Company/ies of their choice at all times. The Allottee have explicitly agreed that the Promoter may at its option undertake the upkeep and maintenance of common areas in Schedule 'F' Property or entrust the same to anyone or more Maintenance Companies of their choice from the date of completion till the completion of the Defect Liability Period of the Project on a cost + 10% overheads + 8% management fee basis and thereafter entrust the same to the Association to be formed by the Owners of Apartments in **'Sparkle Atmos'**. The Allottee shall pay to Promoter or Maintenance Company or Owners Association as the case may be, the proportionate sums for maintenance of common areas and facilities in **'Sparkle Atmos'** along with applicable taxes from time to time without delay. The reference to common expenses/maintenance expenses is in relation to upkeep and maintenance of the common areas and facilities in the Schedule 'F' Property for upkeep and maintenance of the common areas, roads, security, lighting, landscape, parks and other facilities and infrastructure in the Schedule 'F' Property.

- 42.2 The Allottee from the date the Apartment is ready for possession for which a notice is served to the Allottee or possession is handed over or deemed to have been handed over shall be liable to bear Electrical bills of the schedule 'A' apartment, proportionate share and pay for the common expenses/maintenance expenses to the Promoter/ the Agency appointed by the Promoter for maintenance of all the common areas and facilities in the Schedule 'F' Property which is inclusive of the following:
- a) Proportionate share of all outgoing in respect of Schedule 'F' land and building on which such apartment is situated including share of insurance premium, common lights, repairs, property taxes, local taxes, cesses, rates and other charges levied by the statutory authorities, government charges including in respect of the Schedule 'A' Apartment and including other outgoings incurred by the Promoter for maintenance of the Schedule 'F' Property;
 - b) The Allottee shall pay to the Promoter the proportionate share of outgoings as may be determined by the Promoter, all expenses necessary and incidental to the administration, management and towards maintenance of the said building until the Association takes over the maintenance of the said building. It is agreed by the Allottee that such amount shall become payable on the 5th day of each month in advance but can be paid before 10th day of each month. And the A agrees that notwithstanding any reason/s, dispute/s, these charges will be paid, duly and punctually by the Allottee and the same will not be held back for any reasons whatsoever.
- 42.3 The Allottee shall permit the Promoter and/or Maintenance Company and/or Association as the case may be, their agents, with or without workmen at all reasonable times to enter into and upon the Schedule 'A' Apartment or any part thereof for the purpose of repairing, maintaining, re-building, cleaning and keeping in order and condition all services, drains, or other

conveniences belonging to or servicing or used for the Schedule 'A' 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 and other facilities etc., to the Schedule A' Apartment who have defaulted in paying their share of the water, electricity and other charges and common expenses.

43. FORCE MAJEURE:

The Allottee agrees that in case the Promoter are unable to deliver the said Apartment to the Allottee for his/her/ its occupation and use due to (a) any legislation, order or rule or regulation made or issued by the Government or any other judicial authority; or (b) if any competent authority (ies) refuses, delays, withholds, denies the grant of necessary approvals for any reason whatsoever, or (c) if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority (ies) become subject of any suit/ writ before a competent court, or (d) due to flood, other natural disasters, war, insurrection, epidemic, revolution, riot, terrorist attack, governmental restrictions or so forth which are beyond the reasonable control of the Promoter, or (e) any other circumstances beyond the control of the Promoter, if the Promoter may cancels and the allotment of the said Apartment in such a scenario the Promoter shall only be obliged to refund the amounts received from the Allottee without any interest.

44.PURPOSE OF SALE:

- 44.1 The Allottee shall not seek partition or division or separate possession of Schedule 'F' Property and in no way shall the Allottee object for construction of apartments by other Allottees of undivided shares in the Schedule 'F' Property or in balance portions of Schedule 'F' Property' and shall not call in question the sale price that will be settled with the Allottees of the other undivided shares in Schedule 'F' Property and /or in balance portions of Schedule 'F' Property.
- 44.2 The Allottee agrees that the Promoter may relinquish part of the Schedule 'F' Property, if necessitated by Anekal Planning Authority for the development and completion of the Project and will impact the undivided share as mentioned in the Schedule 'A' Apartment. In accordance with RERA, if the undivided share of land apportion able to the Clubhouse and other common areas is to be registered to the Association, this will also impact the undivided share as mentioned in the Schedule 'A' Apartment. Hence, the final undivided share of land may be lesser than as mentioned in the Schedule 'A' Apartment and will be ascertained at the time of execution of Sale Deed. The Allottee herein agree that this will have no impact on the Sale Consideration agreed to between the Parties and recorded herein.

45. LOAN

- 45.1 Notwithstanding whether the Loan is obtained or not, the Allottee shall be primarily liable to pay to the Promoter on the due dates the relevant installments and all other sums due under this Agreement and in the event if there is any delay and/or default is made in payment of such amount/s, the Allottee shall be liable to the consequences including payment of interest on the outstanding payments as provided in this Agreement.

45.2 If the Allottee fails to obtain the Loan for any reasons whatsoever, the Promoter shall not in any way be liable to the Allottee for any loss damage, cost or expense howsoever arising or incurred and such failure to obtain the loan shall not be a ground for any delay in the payment or for any non-payment on due dates of any amounts set out in this Agreement

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

Please affix photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature _____

Name Mr.
Address:
Bangalore –

and sign
across the
photograph

(2) Signature_____

Name:
Address:
Bangalore –

Please
affix
photograph
and sign
across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(3) Signature (Authorized Signatory)_____

Name:;
Address:

Please
affix
photograph
and sign
across the
photograph

WITNESSES:

(1) Signature_____

Name_____

Address_____

(2) Signature_____

Name_____

Address_____

SCHEDULE 'A'

(APARTMENT)

All that Residential Apartment bearing **No.**_____ in _____ Floor of Tower _____ (_____) of '**Sparkle Atmos**' being built in Schedule 'F' Property and apartment measuring _____ Sq. Feet / _____ Sq.mts, of Carpet Area as per RERA Act

along with exclusive balcony measuring _____Sq. Feet / _____Sq.mts (_____ Sq. Feet/_____Sq.mts of super built-up area) and Floor plan Annexed herewith inclusive of proportionate share in, common areas such as passages, lobbies, lifts, staircases and other built up areas of common use, including club house.

Along with _____car park slot in the Basement Level, which will have feasibility to install an additional stack car park slot.

(UNDIVIDED INTEREST AGREED TO BE SOLD)

_____.00 Sq. Feet Undivided share, right, title, interest and ownership in Schedule ' F' Property.

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SCHEDULE 'B'
FLOOR PLAN OF THE APARTMENT

SCHEDULE 'C'

PAYMENT PLAN OF THE ALLOTTEE

The total cost of Schedule 'A' Apartment is **Rs.**_____/- (Rupees _____ Only) which shall be payable in the manner enumerated below and the payment as stated below is the essence of this agreement. The same shall be paid as stated herein below as per the Demand Notice issued under the Certificate of Posting or Hand Delivery or E-mail:

Sl. No.	Milestone	Land Cost	Construction Cost	Legal Charges & Other Charges	GST	Amount
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1.	On Booking					
2.	On Agreement (Unit Cost and Car Parking)					
3.	On completion of Foundations					
4.	On completion of _____					
5.	On completion of _____					
6.	On completion of _____					
7.	On completion of _____					
8.	On completion of _____					
9.	On completion of _____					
10.	On completion of _____					
11.	On completion of _____					
12.	On completion of _____					
13.	On Possession/Registration					
	Total					

The Payment Milestones are indicative in order and will be considered as achieved on progress with respect to the relevant floor and tower where the unit is situated.

The Second Party shall deduct TDS payable under section 194 (IA) of the Income Tax Act, 1961 and the rules made thereunder has been remitted to the account of the First Party bearing PAN ABDFB8791M within the statutory period the time of each milestone payment as mentioned above and provide the relevant certificate within the time frames specified by Law.

Parties herein agreed to enter into Real Estate Regulatory Authority Karnataka (RERA) notified Agreement once the Real Estate Regulatory Authority, Karnataka notifies the same along with other terms and conditions and the same shall be registered in the jurisdictional registrar office (if applicable as per RERA).

SCHEDULE 'D'
(SPECIFICATIONS)

1. STRUCTURE

**Sesmic Zone II complaint
RCC structure**

2. SANITARYANDPLUMBING

3. FENESTRATION

4. ELECTRICAL

5. FLOORING,DADOING & TILING

6. PAINT&POLISH&OTHERFINISHES

7. VERTICAL TRANSPORTATION

8. STATEOFTHEARTINFRASTRUCTURE

9. SAFETY&SECURITY

SCHEDULE 'F'

DESCRIPTION OF ENTIRE PROPERTY COVERED AS PER THE SANCTIONED PLAN, WITH DETAILS OF BOUNDARIES (EAST, WEST, NORTH AND SOUTH).

ITEM NO.1

ALL THAT PIECE AND PARCEL of the residentially converted land (vide order No.299576 dated 30.03.2022, bearing Survey No.42/1 measuring 01 Acres 03 Guntas situated at Kammasandra Agrahra Village,Kasaba Hobli, Anekal Taluk, Bangalore Urban District and bounded on the:

East by	:	Land belongs to Anand, Venkatesh and Sy.no.42/2,;
West by	:	Plot.no.35 to 38 in the layout of the The Imperial Address formed in Sy.No.45;
North by	:	Land in Sy.No.42/3;and
South by	:	Land in Sy.No.37.

ITEM NO.2

ALL THAT PIECE AND PARCEL of the residentially converted land (vide order No.299574 dated 30.03.2022, bearing Survey No. 42/3 measuring 01 Acres situated at Kammasandra Agrahra Village,Kasaba Hobli, Anekal Taluk, Bangalore Urban District and bounded on the:

East by	:	Land belongs to Anand, Venkatesh and Sy.No.42/2;
West by	:	Plot.No.32 to 34 in the layout of The Imperial Address formed in Land of Sy.No.45;
North by	:	Plots and Roads of 40-Ft and 30-Ft in the Layout of The Imperial Address formed in Land of Sy.No.45;and
South by	:	Land in Old Sy.No.42/1A and New Sy.No.42/1.

SCHEDULE 'G'
DETAILS OF THE COMMON AREA.

: RIGHTS OF THE ALLOTTEE:

The Allottee shall have the following rights in respect of the Schedule 'A' Apartment and the Building to be constructed thereon on purchase of Schedule 'F' Property;

1. The right to get constructed exclusively through the Promoter and own an Apartment described in the Schedule 'A' above for residential purposes subject to the terms of this Agreement.
2. The right and liberty to the Allottee and all persons entitled, authorized or permitted by the Allottee (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 'A' Apartment from the other parts of the Building.
4. The right to free and uninterrupted passage of water, gas, electricity and sewerage etc., from and to the Schedule 'A' 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.
- 5.
6. Right of entry and passage for the Allottee 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 'A' Apartment or for repairing, cleaning, maintaining or removing the sewer, drains and water courses, cables, pipes and wires causing as little disturbance as possible to the other Apartment Owners and making good any damage caused.
7. Right to use along with other owners of Apartments all the common facilities provided therein on payment of such sums as may be prescribed from time to time by the Promoter and/or the Agency appointed by the Promoter or Owners Association.
8. Right to use and enjoy the common roads, common areas and parks and open spaces and common facilities in '**Sparkle Atmos**' in accordance with the purpose for which they are provided without endangering or encroaching the lawful rights of other owners/users.
9. The Allottee shall be entitled in common with the Allottee of the other apartment's in the building, to use and enjoy the common areas and facilities listed hereunder:
 - a) Entrance lobbies, passages and corridors;
 - b) Lifts/pumps/generators;
 - c) Staircases and driveways in the basements, roads and pavements;
 - d) Common facilities, subject to compliance of rules, regulations and byelaws.
10. Right to dispose of Schedule 'A' Apartment by way of sale, mortgage, gift, exchange or otherwise subject to the same rights and obligations/restrictions placed on the

Allottee in the matter of enjoying ownership and possession thereon and any sale/transfer shall be completed in full Schedule 'A' Apartment and not partially.

:OBLIGATIONS ON THE ALLOTTEE:

The Allottee hereby agree/s, confirm/s and undertake/s the following obligations towards the Promoter and other Apartment Owners. The obligations herein contained are in addition to the obligations contained elsewhere in this Agreement.

- 1) The Allottee shall be bound by the following obligations:
 - a) Not to raise any construction in addition to that mentioned in Schedule 'A' above.
 - b) Not to utilize the Schedule 'A' Apartment in a manner which, would diminish the value or the utility therein.
 - c) Not at any time carry on or permit to be carried on in the Apartment any noisy, offensive or dangerous trade or pursuit or any other activity which may become in any way a nuisance, annoyance or danger to the Promoter or the other apartment owners or occupiers of the other apartments or the neighbors in a manner which would diminish the value or the utility therein or impact the insurance taken on the property.
 - d) Not to use the space left open after construction in Schedule 'F' Property or in **'Sparkle Atmos'** for parking any vehicles or to use the same in any manner which might cause hindrance to or obstruct the free movement of vehicles parked in the parking spaces or for users of adjoining properties.
 - e) Not to default in payment of any taxes or levies to be shared by the other apartment owners of the Schedule 'F' Property.
 - f) Not to Enclose/decorate the exterior part of the building.
 - g) Not to make any arrangements for maintenance of the building referred to in Schedule 'F' above and for ensuring common amenities for the benefit of all concerned.
- 2) The Allottee shall have no objection whatsoever to the Promoter managing the building in Schedule 'F' Property by themselves or handing over the common areas and the facilities to a maintenance company/ies from the date of completion of the Tower/building and thereafter handover the building to the association and pending the same, the Promoter shall retain the same and the Allottee has given specific consent to this undertaking. The Promoter or the Maintenance Company or Owners Association shall be paid on demand, common expenses for upkeep and maintenance of buildings and common areas and facilities in Schedule 'F' Property and also service charges for undertaking the said task.
- 3) An Owners Association will be formed in respect of the Schedule 'F' Property including in respect of the Tower in which Schedule 'A' Apartment is a portion and the Allottee shall become a Member of the Owners' Association and agree/s 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 required. The maintenance of the buildings shall be done by Promoter or by maintenance company/ies till the handing over to the Owners

Association and Allottee accordingly shall pay all common expenses and other expenses, taxes and outgoings in terms of this Agreement and in terms to be stated in the Sale Deed. Such Association shall be purely for the purpose of maintenance and management of the buildings. The main purpose and object of such association is to manage the accounts/finance of the multistoried buildings and the development in "**Sparkle Atmos**" and properly manage the affairs of the same, provide all facilities to the occupants and collect from them, the proportionate share of maintenance cost and other out goings.

- 3.1) The Owners Association shall be responsible for upkeep and maintenance of all common areas, roads, and common facilities which are common to all buildings and the expenses therefor shall be incurred from and out of the funds contributed by all the Owners in '**Sparkle Atmos**'. The Allottee agrees to make contributions as and when required from time to time.
- 3.2) The Allottee shall pay at the time of taking possession of Schedule 'A' Apartment to Promoter the agreed sum per sq. feet of super built-up area of the Schedule 'A' Apartment as Maintenance Charges & Deposit which will be utilized for the major maintenance works in the '**Sparkle Atmos**' and unspent sums will be transferred to the Owners Association in terms of this Agreement.
- 4) The Allottee and other owners of Apartments in the buildings shall pay such sums as are required by the Promoter or maintenance company or the Association as the case may be towards maintenance and management of the common areas and facilities in the buildings and in the Schedule 'F' Property (subject to further revision from time to time) for the maintenance and management of the common areas and facilities and any deficit shall be made good by the Allottee in proportion to the area of the Schedule 'A' Apartment.
5. It is hereby clarified and agreed that the expenses relating to common areas and common facilities shall be borne by the actual users of the Apartment. Further it is the primary responsibility of Allottee to pay the same.
6. No apartment owner including Allottee can get exempted from liability for contribution towards common expenses by waiver of the use or enjoyment of any common areas and facilities or by abandonment of apartment and/or facilities in the Schedule 'F' Property.
7. The Allottee in the event of leasing/renting the Schedule 'A' Apartment shall keep informed the Promoter or Agency maintaining the common areas or Owners Association about the tenancy of the Schedule 'A' Apartment and giving all the details of the tenants and occupants. Upon leasing, only the tenant/lessee shall be entitled to make use of the club facilities in the place of Allottee as Temporary Members on payment as applicable. Notwithstanding the leasing, the primary responsibility to adhere to all the rights and obligations of the Allottee's contained herein shall be that of the Allottee and it shall be the responsibility of the Allottee to ensure that the tenant/lessee follows all the rules and regulations that may be prescribed for the occupants of the buildings in '**Sparkle Atmos**'.
8. The Allottee shall use the apartment as a private residence and the car-parking space for parking light motor vehicle and not for any other purpose. The parking space

specifically allotted to Allottee is for exclusive use and enjoyment by Allottee and the Allottee shall not have the right to put up any construction in the parking space or enclose the same or use/convert it for any purpose other than as car parking space.

9. The Allottee shall not do any act that may be against any law, rule, regulation, bye-law of the BDA/BBMP/BMRDA/APA other statutory authority or any obligation agreed under any contract and the Allottee shall be solely responsible for all consequences of any offence or breach thereof and the Allottee shall indemnify the Promoter and the other apartment owners who may suffer due to any such acts of omission or commission by the Allottee's herein.
10. The Allottee shall not make any additions or alterations or cause damage to any portion of the building or change the exterior colour scheme and maintain the front elevation and the side and rear elevations of the apartment, in the same form as the Promoter had constructed. The Allottees at any time shall not alter the said elevations in any manner whatsoever.
11. The Allottee shall keep the Apartment, walls, floor, roof, drains, pipes and appurtenances and belongings thereto, in good condition so as to support, shelter and protect the parts of the entire buildings 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 easement or hereditament and shall not add any structure or excavate any basement or cellar. The Allottee shall promptly report to the Promoter or Maintenance Company or 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 Apartment Owners.
12. The Allottee hereby agrees to the following specific terms and conditions of this Agreement with respect to the rights to be created in favour of the Allottee in the building and in the said apartment:
 - a) The name and/or apartment number of the Allottee shall be put, in standardized letters and coloring only at the location/board that may be designated by the Promoter at a place earmarked for the said purpose and at the entrance door of the particular Apartment but at no other place in the building and the number shall not be altered.
 - b) No sign board, hoarding or any other logo or sign shall be put up by the Allottee on the exterior of the building or on the outer wall of the apartment.
 - c) The Allottee shall not alter the color scheme of the exterior of the building or of the exterior lobby wall of the said apartment though the Allottee shall be entitled to select and carry out any decoration/painting of the interior of the said apartment.
 - d) The Allottee shall not do anything that may adversely affect the aesthetic appearance/beauty of the building, nor do anything in the Property 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 sanctioned as aforesaid may be carried out by and/or at the discretion of the Promoter. The Allottee shall not be entitled to object to the same or cause any obstruction or hindrance, nor ask for any discount and/or rebate

and/or abatement in the above mentioned consideration.

- 13) The Allottee shall, from time to time, do and execute all further acts, deeds, matters and things as may be reasonably required by the Promoter for duly implementing the terms and intent of this Agreement and for the formation of Owners' Association.
- 14) The Allottee to own the aforesaid undivided interest in the land described in the Schedule 'F' Property hereunder written it is specifically agreed that the Allottee shall be entitled in common with the Allottees of the other apartment/s in the building, to use and enjoy the common areas and facilities listed hereunder:
 - Entrance and Common Passages;
 - Lifts/Pumps/Generators of the Block;
 - Common facilities including Club House.Club House on membership basis and on compliance of byelaws formed for the Club.
- 15) The Allottee is/are aware that the exclusive right of use of car parking space will be allotted by the Promoter to the various Apartment Owners and that the right of use so allotted shall vest solely in the respective Apartment Owner to whom it is allotted. The Allottee shall have no objection to such right of use being allotted. It is, however, clearly understood that such right of use shall not vest in the Allottee any title to the land earmarked as Car Parking Space.
- 16) The Promoter will provide to the Allottee access from the drive ways/ internal roads to the building where Schedule 'F' Property is situated.
- 17) The cost of repairing and maintaining the internal/feeder/access and drive-ways will be borne and paid proportionately by the Allottees of apartments comprised in '**Sparkle Atmos**'.
- 18) The Allottee'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 building. The Allottee shall carry out at his/her/their own cost such repairs and maintenance to water lines, sewerage lines and the like in the said Apartment in the event of there being any complaint from the Apartment Owners below or above or adjoining of leakage/seepage of water, sewerage and the like through the roof/floor/wall of the said apartment of the Allottee.
- 19) The Allottee shall not object for use of Common Road/Drive way/Passage in the Schedule 'F' Property for making use of the same by the Owners/Occupants/Users of the balance portions in the Schedule 'F' Property.
- 20) The Allottee of apartments in '**Sparkle Atmos**' and/or in respective Towers shall not at any time cause any annoyance, inconvenience or disturbance or injury to the occupiers of other apartments and parking spaces in the building and Allottee's specifically shall not:
 - a. Close the lobbies, stairways, passages and parking spaces and other common areas.

- b. Make any alterations in the elevation or both faces of external doors and windows of the apartment/parking space which in the opinion of the Promoter or the Owners' Association differ from the colour scheme of the building.
 - c. Make any structural alterations and/or any fresh openings inside the apartment.
 - d. Default in payment of any taxes or levies to be shared by the other owners of the Schedule 'F' Property or common expenses for maintenance of the building.
 - e. Create nuisance or annoyance or damage to other occupants and owners by allowing pounding, running machinery and causing similar disturbances and noises.
 - f. Install machinery, store/keep explosives, inflammable/ prohibited articles which are hazardous, dangerous or combustible in nature.
 - g. Use the common corridors, stair cases, lift lobbies and other common areas either for storage or for use by servants at any time
 - h. Bring inside or park in the Schedule 'F' Property any lorry or any heavy vehicles.
 - i. Use the apartment or portion thereof for purpose other than for residential purposes and not to use for any illegal or immoral purposes.
 - j. Drape clothes on the balconies, railings and other common places of building.
 - k. Enter or trespass into the Parking Areas, Garden areas and Terrace Areas not earmarked for general common use.
 - l. Throw any rubbish or used articles in the Schedule 'F' property other than in the Dustbin provided in the property.
 - m. Undertake any interior decoration work or additions, alterations inside the apartment involving structural changes without prior consent in writing of the Promoter.
 - n. Create any nuisance or disturbance or misbehave in the matter of enjoying the common facilities provided to all apartment Owners in '**Sparkle Atmos**'.
 - o. Refuse to pay such sums as are demanded for use and enjoyment of common facilities in '**Sparkle Atmos**'
 - p. Trespass into other residential apartments in '**Sparkle Atmos**' or any apartment in the Schedule 'F' Property or misuse the facilities provided for common use.
 - q. Use the Schedule 'A' Apartment as a transit apartment or service apartment and should not let out/permit to use the same on daily/weekly/fortnightly basis.
 - r. Use the Schedule 'A' Apartment for training any skill or art or occupation or conduct any teaching classes or for any other commercial purpose.
 - s. Install or erect individual Dish Antenna and/or any other equipment's and shall make use of the facility provided centrally in Schedule 'F' Property.
 - t. Shall not obtain independent telephone/internet connections but shall obtain from Centralized Infrastructure provided in respect thereto.
- 21) The Promoter reserve the exclusive and absolute right to display their branding / signage / hoarding/s on all or any of the Blocks and the terraces and/or in any part of the land and/or buildings in Schedule 'F' Property. Neither the Allottee nor the Association/s to be formed shall have the right to question the said acts of Promoter and/or their transferees or persons permitted by them. The Allottee shall specifically give consent for the above.
- 22) The use of the club house, swimming pool and other facilities by the Allottee during tenure of membership shall be without causing any disturbance or annoyance to the fellow users and without committing any act of waste or nuisance which will affect the peace and tranquility of the place and shall not

default/refuse/avoid paying the subscription and other charges for the use of the facilities therein.

- 23) The Allottee shall not park any vehicles in any part of Schedule 'F' Property except in the parking area specifically acquired by the Allottee and earmarked for the Allottee and not enclose the parking areas or put up any construction therein whether temporary or permanent.
- 24) The Allottee shall not throw garbage/used articles/rubbish in the common areas, parks and open spaces, roads and open spaces left open in the Schedule 'F' Property. The Allottee/s shall strictly follow rules and regulations for garbage disposal as may be prescribed by the Promoter or Agency maintaining the common areas and facilities in '**Sparkle Atmos**' or by the Owners Association and or by the APA/BMRDA/Appropriate statutory authority.
- 25) The Allottee shall not keep any cattle/live stock in the Schedule 'A' Apartment or in Schedule 'F' Property and Allottee shall keep all the pets confined within the Schedule 'A' Apartment and shall ensure that the pets do not create any danger, nuisance/disturbance to the other owners/occupants in the building.
- 26) The Allottee shall maintain at Allottee cost the said Apartment and Parking Space in good condition, state and order and shall abide by all the laws and regulations of the Government, BDA/BBMP/APA/BMRDA and any other duly constituted authority from time to time in force, and answer and be responsible for all notices or violations of any of the terms and conditions in this Agreement, from the date of execution of the sale deed.
- 27) The Allottee shall not use the Apartment/Parking Space/Garden/ Terrace or permit the same to be used for any purpose which in the opinion of the Promoter and/or Association on its formation to cause nuisance or annoyance to occupiers of the other Apartment/Parking Space/Garden/Terrace in the said building to the Owners or occupiers of the neighboring buildings and/or properties nor use the same for any illegal or immoral purposes, nor use the parking space for any other purpose except for parking light motor vehicles and should not construct any barrier enclosing the allotted parking space.
- 28) The Allottee shall use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in Schedule 'F' Property and in the Apartment Building in common with the other Apartment Owners and 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 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 Buildings.
- 29) The Allottee shall permit the Promoter 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, rebuilding, 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 their share of the water, electricity and other charges.

- 30) The common areas and facilities shall remain undivided and no apartment owner including Allottee shall bring any action for partition or division of any part thereof. Further the Allottee shall not seek partition of undivided share in the Schedule 'F' Property.
- 31) The Allottee can make use of the common areas and facilities in accordance with the purpose for which they are intended without hindering or encroaching upon the lawful rights of other apartment owners in the Towers and/or in **'Sparkle Atmos'**.
- 32) The Allottee shall pay to the Promoter or maintenance company or Owners' Association as the case may be the following expenses in proportion to his/her/their share of the Schedule 'A' Apartment in the Project:
 - a. Expenses for maintenance of lifts, pump sets, generators and other machineries, sanitary, communication, media and electrical connections in the building and in **'Sparkle Atmos'** including the cost of warranties, AMC's for these equipment's;
 - b. Electricity consumption charges for running all common services and lighting the common areas, basement and all open areas and water consumption charges of buildings and for facilities in **'Sparkle Atmos'**;
 - c. Cost of replacement of electrical fittings and bulbs in all common areas, corridors, basements and open places;
 - d. Expenses for maintenance of the buildings and the land surrounding thereto, white washing and colour washing of common areas, roads, developments, club house, external areas and the compound;
 - e. Expenses incurred in the maintenance of landscape, Gardens, plants etc. in Schedule 'F' Property;
 - f. Salaries and wages payable to the property manager, security guards, lift operators, plumbers, electricians, gardeners, pumps and generator operators and all other staff appointed;
 - g. Such other expenses which are common in nature and not attributable to any unit in particular but relates to the development in Schedule 'F' Property in general.
 - h. All taxes payable, service charges and all other incidental expenses in general.