

AGREEMENT FOR SALE CUM CONSTRUCTION

THIS AGREEMENT FOR SALE CUM CONSTRUCTION AGREEMENT IS MADE AND EXECUTED ON THIS _____ DAY OF _____, TWO THOUSAND TWENTY FIVE (___/___/2025) AT BANGALORE:

PROMOTER

ALLOTTEE

BETWEEN:

M/s. Golden Meadows Developers,

A Partnership Firm

Having its registered office at

Golden House, #820,

80 Feet Road, 8th Block,

Koramangala,

Bangalore 560 095

PAN: AA0FG9547

Represented by its Partner Mr. Pratap Kunda (Aadhaar No.6198 5933 7810)

Represented by their GPA Holder M/S KEYA HOMES PVT LTD

Hereinafter referred to as “**Owners**” (which expression shall, unless repugnant to the context, mean and include their legal heirs, legal representatives, administrators, executors and assigns) of the First Part.

M/s. KEYA HOMES PVT. LTD.,

A Company incorporated under the provisions of Companies Act, 1956

Having its registered Office at No.17, Regent Court,

Ground Floor, 80 ft Road, Koramangala 4th Block,

Bengaluru – 560 034

PAN: AAFCK1456Q

Represented by its Authorised Signatory Mr. Dinesh Kejriwal, vide Board Resolution dated 02 August 2022.

Hereinafter referred to as the “Promoter” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees);

AND:

XXX, aged about XX years, S/O/ D/O W/O Mr/Ms/Mrs XXX, Aadhaar:XXX, PAN:XXX, AND **XXX**, aged about XX years, S/O/ D/O W/O Mr/Ms/Mrs XXX, Aadhaar:XXX, PAN:XXX, Mobile no:XXX, Email id: XXX, both residing at XXX, hereinafter called the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) **OF THE OTHER PART.**

The Owners, Promoter and Allottee shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”.

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DEFINITIONS:

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

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

WHEREAS:

- A. The Owners are the absolute owners of the property bearing survey no. 29/6, 30/2A and 30/2B measuring 8 Acres and 15 Guntas (including Kharab land of 33.25 Guntas), 7 Acres and 21.75 Guntas (30528.43 square meters) net of Kharab land situated at Kasavanahalli Village, Varthur Hobli, Bangalore South Taluk being one composite property, which is more fully described in the schedule hereunder and hereinafter referred to as the Schedule 'A' Property;
- B. The Owners and the Promoter have entered into a Joint Development Agreement dated 14/12/2022 registered as document bearing No. VRT- 1-08641-2022-2023 in Book I, in CD No. VRTD 1367 in the Office of the Sub-Registrar, Varthur, Bangalore, hereinafter referred to as the "JDA"). They have also signed a supplementary agreement dated 01/03/2023 registered as document bearing No. VRT- 1-11120-2022-2023 in Book I, in CD No. VRTD 1425 in the Office of the Sub-Registrar, Varthur. Along with the Joint Development Agreement, the Owners have also executed a General Power of Attorney dated 14/12/2022 registered as document bearing VRT-4-00437-2022-2023 in Book 4 in CD No. VRTD 1367 in the Office of the Sub-Registrar Varthur, Bangalore (hereinafter referred to as the "GPA");
- C. The Schedule A Property is earmarked for the purpose of building a residential project, comprising of multi-storied apartment buildings and the said project shall be known as 'The Urban Forest' ("Project");
- D. The Promoter has received the approval of development plan from BDA vide their approval dated 21/08/2024. As per applicable norms, 3481.12 square meters in the Schedule 'A' Property has been relinquished for park and open space to BDA vide relinquishment deed dated 19/07/2024 registered as document bearing No. BDA-1-01184-2024-2025 in Book 1 in the office of Additional Sub Registrar, BDA.
- E. The Promoter has also earmarked 1527.00 square meters area in the Schedule 'A' Property for civic amenities purpose as per the applicable norms and the same shall be used for development of club house with separate approval from BDA/BBMP as applicable.
- F. Post relinquishment of land for park and open space and earmarking for civic amenities, the available land for allocation of undivided share of land to the Allottee's at the project is 25,515.31 square meters.
- G. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Owners regarding the Schedule 'A' Property on which Project is to be constructed.
- H. The Promoter has got approved final sanctioned plan approval for the Project and for the apartment and the building from BBMP for 391 units vide their approval dated 17th April 2025 for 1st phase of development.
- I. The Promoter and the Owner has signed the apartment sharing agreement on 07 May 2025 and allocated their respective share of apartments.
- J. The Promoter has registered the Project under the provisions of the Act with the Karnataka Real Estate Regulatory Authority at Bangalore on __ May 2025 under registration no. PRM/KA/RERA/_____;

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- K. The Allottee had applied for an apartment in the Project vide application dated _____ and has been allotted following apartment (detailed provided below) under the applicable law and with 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 B and the floor plan of the apartment is annexed hereto and marked as Schedule C;

Sl No	Particulars	Details
1	Apartment No	XXX
2	Carpet Area	XXX
3	Type	XXX
4	Floor	XXX
5	Block	XXX
6	No of covered car parking	XXX
7	Allocated Covered car parking No	XXX

- A. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- B. 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;
- C. 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;
- D. 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 garage/covered parking as specified in para G;

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 G above;
- 1.2 The Total sale consideration for the Apartment based on the carpet area is Rs. XXX/- (Rupees XXX Only) ("Total Price") as per the table below:

Description	Figures
Tower No	XXX
Apartment no	XXX
Type	XXX
Floor	XXX
Total price (in Rupees) (A)	XXX
Taxes (in Rupees) (B)	XXX
Total Cost- C (in Rupees) Sum(A:B)	XXX
Carpet Area (SFT)	XXX
Covered Car Park No (Unit)	XXX
Allocated Covered car parking No	XXX

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Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment;

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/plot to the allottee and the project to the association of the Allottees or the competent authority, as the case may be, after obtaining the 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 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;

- (ii) 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. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iii) 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 per para 1.2 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/ statutory 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/ statutory 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 D ("Payment Plan").

1.5 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 'E' and Schedule 'F' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the apartment, 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.

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- 1.6 The Promoter shall confirm 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 then the Promoter shall refund the excess money paid by Allottee within sixty days 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 Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule-D. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement. Carpet area shall mean the entire built-up area of the apartment excluding external walls area, internal plaster area, vertical tiles & skirting area, balcony/terrace area and ledge wall area for the toilet and utility.
- 1.7 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 allottees after duly obtaining the occupancy certificate from the competent authority as provided in 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, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 12 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project;
 - (iv) The Allottee has the right to visit the project site office to assess the extent of development of the project, as the case may be. For safety reasons, the Allottee will not be permitted to enter the earmarked construction area till completion of the project.
- 1.8 It is made clear by the Promoter and the Allottee agrees that the Apartment along with parking 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.
- 1.9 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

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1.10 The Allottee has paid a sum of Rs XXX/- (Rupees XXX only) as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan "Schedule D" 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 including from home loan finance from banks, as applicable, on written demand by the Promoter, within the stipulated time as mentioned in the 'Payment Plan Schedule D' through demand draft/banker's cheque or online payment (as applicable) in favour of 'Keya Homes Rera Designated AC for TLT' payable at HDFC Bank, Current Account No: 59200605301319, IFSC Code:- HDFC0002777, Koramangala 4th Block ST Bed Branch, Bangalore. It is allottee's responsibility to adhere to the followings:

- a. To ensure that all demand notes as per 'Payment Plan Schedule D' of this agreement are paid well on time and Promoter's account is credited well within the due date. For all demand payments, the allottee has to ensure that the entire demand note/due amount is paid in one or maximum two tranches only. The allottee agrees to pay accounting charges of Rs. 5000/+ applicable taxes for payment of due amount in more than two tranches for each milestone demand note.
- b. For any payment by cheque, to ensure to get the cheque delivered to the Promoter's office address/project sales office themselves at least three days before the payment due date.
- c. To take sole responsibility for directly coordinating with their respective bank for home loan financed by them, if any and to ensure that the agency who has provided home loan to the allottee releases the demand to the Promoter's account with the due date.
- d. The Promoter would not provide any cheque pick up facility to the allottee.
- e. The Promoter would upload the money receipt in 7 working days on Allottee's Google/Cloud folder shared with him/her/them from receipt/credit of payment to Promoter's account.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- a. 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. 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.
- b. The Promoter accepts no responsibility in regard to matters specified in para 3.a 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

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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 Owners/ 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. The Owners/ Promoter has the absolute right to complete the project ahead of the committed schedule as mentioned in para 8 and inform the allottee to take possession of the apartment. The allottee has consented for the same.

6. CONSTRUCTION OF THE PROJECT/APARTMENT:

- a) 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 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 relevant State laws and shall not have an option to make any variation/alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.
- b) The Promoter would share project update generally once in 4 months on the registered mail id. The update would capture the images of the project & Tower showing the work done. The Promoter would not provide/share the images/video of the respective unit/tower/project in any situation.

7. UNDIVIDED RIGHT, TITLE AND INTEREST

The Project had been designed to develop 727 apartments along with commercial spaces. The Promoter would load TDR (Transferable Development Right) / Premium FSI in future on this project. Currently, the Promoter has got the sanction plan approval for 393 apartments. The Allottee is aware of the same and has explicitly consented for building 727 apartments along with commercial spaces in the Schedule A Property. The allottee is also aware that the commercial spaces at the society would be sold separately by the Promoter and would not be owned by the association.

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8. POSSESSION OF THE APARTMENT

- a) Schedule for 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 allottees 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 30 September 2028, 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 without interest the entire amount received by the Promoter from the allotment within 60 days from that date. The Promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement. The allottee would be allowed to visit the actual apartment/tower once after completion of the project towards handover only. During the construction period, visit to the construction area is strictly prohibited due to safety reasons.
- b) 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 fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, at the time of taking possession, agree(s) to pay the maintenance charges as determined by the Promoter after the issuance of the occupancy certificate for the project. The promoter shall hand over a copy of the occupancy certificate of the apartment, as the case may be, to the allottee at the time of conveyance of the same time.
- c) Failure of Allottee to take Possession of Apartment- Upon receiving a written intimation from the Promoter as per para 8b, 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 8b, such Allottee shall continue to be liable to pay maintenance charges as specified in para 8b.
- d) Possession by the Allottee - After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottees
- e) 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 as per applicable provision of the Act.
- f) 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.
- g) Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 8.a; or (ii) due to discontinuance of his business as a

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developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, 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 the Rules including compensation in the manner as provided under the Act within Sixty days 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 Sixty (60) days of it becoming due.

9. REPRESENTATIONS AND WARRANTIES OF THE OWNERS AND PROMOTER:

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

- (i) The Owners have absolute, clear and marketable title with respect to the Schedule A Property; the requisite rights to carry out development upon the Schedule A Property and absolute, actual, physical and legal possession of the Schedule A Property for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the Schedule A Property or the Project;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the Schedule A Property, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Schedule 'A' Property 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 Schedule A Property, 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;
- (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 occupancy certificate has been issued and the Promoter intimates the Allottee to take possession of the apartment;
- (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 Schedule 'A' Property and/or the Project.

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10. EVENTS OF DEFAULTS AND CONSEQUENCES:

10.1 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 8a 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 has been issued by the competent authority;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within sixty days of receiving the termination notice; Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, 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 Sixty days of it becoming due.

10.3 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 payment for 10 days from the demand made by the Promoter as per the Payment Plan annexed hereto, 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 10 days from the due date of the demand note, the Promoter would have right to cancel the allotment of the Apartment done in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the Promoter shall intimate the allottee about such termination at least seven days prior to such termination.
- (iii) If the allottee delays the payment for more than 10 days from the due date for more than one demand, the Promoter would have the right to cancel the booking without any prior notice to the allottee.

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11. 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 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 authorizes 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.

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

- 12.1 The Owners/ 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 allottees. The cost of such maintenance for One year from the completion date/handover, whichever is earlier, has been added in overall cost in para 1.2 above. The Promoter has an absolute right to maintain the common area and essential services in the project directly or through an independent agency hired by them. The monthly cost for the same as fixed by the promoter can't be disputed and challenged by allottee/s.
- 12.2 The maintenance charge would include common area electricity, security, water, housekeeping, gardening, AMC's, maintenance and repair of various equipment, etc.
- 12.3 The maintenance of the Project would be handed over to the Association on completion of one year or earlier from the date of issuance of the occupancy certificate. The Association would be required to take over the maintenance failing which, the Owners/ Promoter will be entitled to walk out without any further obligations toward maintaining the common areas.
- 12.4 The total cost consideration does not include any corpus amount collected from the allottee. The allottee shall pay corpus amount @ Rs. 50/- (Rupees Fifty per SFT) on their overall super built-up area at the time of possession to the promoter. The promoter shall transfer this interest free money collected from the Allottee to the Association within 30 days of handover of the project to the Association.

13. 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 not attributable to the fault, misuse, abuse and general wear and tear by the Allottee and/ or any other third party, as and when such defect relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of intimation to handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

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

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15. USAGE:

Use of Basement and Service Areas: The basement (s) and service areas, if any, as located within the The Urban Forest 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, fire fighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association of Allottees formed by the Allottees/ Maintenance Agency for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

16.1 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, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

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

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

16.4 All the apartment Owners/Allottees in the apartment complex "The Urban Forest" shall adhere to the following:

- 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 Owners/ Promoter in the entrance lobby 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) The Allottee, while carrying on the interior decoration work within the Schedule 'B' Property, shall not cause any nuisance/annoyance to the occupation of the other Apartments in the building and shall not use the common area, passages, open spaces in the Schedule 'A' Property for dumping materials/debris etc.
- c) The Allottee shall carry out interior works only during the day time between 9.30 A.M. and 6 P.M on weekdays. Further the labour, helpers, carpenters and or any other person/s engaged in the interior works or otherwise shall strictly move out of the compound of "The Urban Forest" before 6.30 P.M. The Owners/ Promoter do not owe any responsibility for any breakages, damages caused to any of the maintaining works or to the structure already

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handed over to the Allottee but originally carried out by the Owners/ Promoter. The Owners/ Promoter is not answerable to any thefts during the course of interior works.

- d) The Allottee is prohibited from closing the balconies, terrace area and other opening of the Schedule 'B' apartment with grills or otherwise. All open areas of the Schedule 'B' apartment including but not limited to the balconies, open terrace and the garden area shall always be kept open and shall not be covered with grills or otherwise. The Allottee shall not put up any structure on the balconies, terrace area, garden, basement and other openings that would alter the façade, look, sanction plan, makeup and/ or structure of the building. In the event, the Allottee does put up any structure in violation of this clause, the same shall be removed at the cost of the Allottee including the rectification of any damage caused due to the same.
- e) In the event of failure on the part of the Allottee to pay the maintenance charges in time, the Owners/ Promoter or the Maintenance Company or the Apartment Owners Association as the case may be, shall be at liberty to disconnect the water and power connections of the Schedule 'B' Property after issuing a written notice of 10 days to the Allottee. Non-payment of the dues/arrears of maintenance charges even after the expiry of 10 days will disentitle the Allottee from using the lift and other common facilities.
- f) The Promoter has designed the Project in a way where all the residents would have the RFID gate entry system and access card for accessing the common area and facilities. The Allottees and all the residents shall cooperate to ensure that the same is properly and fully implemented.
- g) The Project has been designed for supply of piped gas from Gas Authority of India Ltd. As and when the supply of gas is to be commenced, the Allottee shall be liable to reimburse the refundable security deposit paid on such connection by the Owners/ Promoter and pay any further amount as would be required by the authority to obtain the gas connection.
- h) The Allottee is aware that he/she/they would have to reimburse the cost of refundable meter deposit as paid by Promoter to BESCOM, apartment khata extraction facilitation fee, legal facilitation fee for registration separately to the Promoter as per demand raised by the Promoter towards registration.
- i) The Promoter shall upload and share auto cad drawing, plumbing drawing, electrical drawing and ledger of Allottees apartment on cloud and provide access to the allottee's registered mail id for his/her/their viewing.
- j) The Allottee agrees that compliance with above is basic/fundamental feature of the Project and this stipulation/condition runs with the land and shall always be observed and complied with for all time to come by the Allottee and all person/s claiming under or through the Allottee.
- k) The Allottee shall use the amenities and facilities provided in the Project as per the instructions, norms and procedure provided in the instruction manual respectively. The copies of such instructions, norms and procedures will be made available with the Association. It will be the responsibility of the Allottee to make himself/ herself familiar with such instructions, norms and procedures before using the amenities and facilities. The Promoter shall not be liable for any damage caused to any of the facilities or amenities due to misuse/ abuse/ wrong usage by the Allottee or any of its family members or occupants or tenants and guests.
- l) The Allottee shall not post any defamatory or damaging information on any social media post/internal allottee's group/any other forum without checking or verifying the authenticity of the information from the Promoter. Any damage caused the Owners/ Promoter due to unverified posts by the Allottee shall be treated as malicious and a violation of the terms of this Agreement giving an option to the Promoter to terminate this

Agreement without any intimation. Further, the Allottee shall also be liable to pay damages caused to brand, project and Owners/ Promoters by virtue of such posts/comments.

- m) The Allottee shall ensure that all communication between the Promoter and the Allottee are private and confidential and can't be used/shared with any external party/other booked allottees at the project/social media/digital group/social group without explicit prior consent of the Promoter. If the allottee violates the aforesaid protocol, the Promoter would have the right to terminate this agreement and refund the money received from the allottee following provisions of RERA Act. The Allottee is free to use all documents/communication with any Govt Department without any prior consent.
- n) The Allottee shall also ensure to communicate to the Promoter only through designated CRM mail id. Further, the Allottee shall ensure that any communication with the Promoter is done maintaining the required professional standards. If the allottee writes any threatening/defamatory mail, the Promoter would have the right to terminate this agreement and refund the money received from the allottee following provisions of RERA Act. Any communication done by the Allottee with the sales team either in person or on call post this agreement would not be taken as official communication. Further, the Allottee is aware that they would need to maintain required professional standard at the time of visit to site office to see work progress. If the allottee gets into any nonprofessional communication including shouting/screaming/using slang language/threatening/attempting physical assault etc with any of KEYA's employee's/working staff at site during their visit, the same would be treated as violation of agreement terms and this agreement would be terminated by the Promoter following the provisions of RERA Act.
- o) The Promoter does not allow any physical meeting with CRM except for exceptional situations with explicit prior appointment. If the Allottee/s believes that one-to-one physical meeting is must for them, he/she/they would need to raise a meeting request to CRM explaining valid reasons for a physical meeting. CRM team would be verifying the essence of one-to-one meeting request and confirm a time slot for one-to-one meeting with the Allottee or reject the request. The Allottee would need to follow the process and protocol for one-to-one meeting.
- p) The Allottee shall ensure to restrict the number of mails for their general/technical queries on the apartment/project up to 4 (four) a year. The allottee would be charged a convenience fee of Rs. 5,000/- per e-mail for a higher number of emails beyond 4 in a year. General response time would be 2-4 weeks for standard queries and 4-8 weeks for technical queries. The Allottee need not follow up in the intermediate period.
- q) The Allottee is aware that TDS has to be deducted and deposited by the Allottee for each milestone payment done to the Promoter as per the provisions of Income Tax Act, 1961. The Promoter would share the required information with the allottee for TDS deduction and deposit. The allottee would be solely responsible for deposit of TDS under correct head and within due date and share the challan on mail with the Promoter. The Promoter is not liable for any penalty imposed by the Income Tax Department. If the allottee files the TDS mentioning wrong financial year, the Allottee would not get credit for the TDS filed for the wrong year and would have to file the TDS once again for correct period at their cost. The Promoter would share the requisite information as required to file the TDS with the Allottee. The Promoter would neither file the TDS on behalf of Allottee or has any support team to assist the Allottee. The Allottee can seek guidance of a CA firm/lawyer for filing TDS.
- r) The Allottee is aware that the flooring tiles would be laid/has been laid in allottee's apartment with spacer and epoxy grouting. Due to the nature of the material, tiles can have undulation upto +/- 2 mm. Further, there can be hollowness in the floor level upto 20%. The Allottee has accepted this knowing the nature of the material and its limitations.
- s) The Allottee is aware that the project is being constructed on MIVAN technology with 100% RCC walls. Internal walls would be directly painted without gypsum plastering to avoid hairline crack. Internal walls in the apartment can have undulation of upto +/- 5 mm. The Allottee has accepted this knowing the technology and workmanship limitations.

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- t) The allottee has been informed about the Undivided share of the land (UDS), carpet area and common area share for his/her/their apartment booked at the project and is completely satisfied with the same and has accordingly booked the apartment at the project. The Promoter would not entertain any query regarding UDS working/common area working /carpet area working from the Allottee's post this agreement sign off.
- u) Allottee's who have booked ground floor units with private garden space would have exclusive right to use allocated garden space. The Promoter would hand over the allotted garden space with railing and synthetic turf. The allottee would be free to put the planter boxes as per their choice. The allottee is not allowed to put any permanent structure in the private garden.

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

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

18. ADDITIONAL CONSTRUCTIONS:

The Promoter would do construction in Schedule A Property as per approved plan sanction in 2 phases. Currently the Promoter has received approval for 2 independent towers and the Promoter would use the available FAR, load premium FAR/TDR to build another 2 independent towers in the project. The allottee is aware about the additional construction in the scheduled property and has/have explicitly consented for the same.

19. COMMON AREA SHARE ALLOCATION:

As per Provisions of RERA Act, the entire common area on the project would be handed over to the allottee's association on completion of project. The allottee's share of common area for the allocated unit is XXX SFT. The allottee's super built-up area of the apartment is XXX SFT including share of common area.

20. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

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

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the Karnataka Apartment of Ownership Act, 1972(Karnataka Act 17 of 1973) and other applicable laws.

22. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee. If the Allottee(s) fails to execute and deliver to the

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Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

23. CLUB HOUSE

The Owners/ Promoter have developed a Club House in the Project with amenities and specifications as provided in this Agreement. Any Purchaser of the apartment in the Project shall become a member of The Club called as "The Verde". The Specifications/amenities provided is for fun and leisure only and should not be construed for professional standard. The sizes/standard of all the sports/entertainment facilities would be as per available space, planned height and finishes would be as per architect's final plan and can't be challenged under any circumstances. The Club would be opened for general usage of residents within a month after achieving minimum 50%+ occupancy in the Project. Common area maintenance charges would apply to the allottee irrespective whether the club has been opened for general usage or not.

24. BRANDING/LOGO USAGE AND ALTERATION

The Allottee shall not alter or subscribe to the alteration of the name and logo of the Project "The Urban Forest", logo of Club House "The Verde" and the name and logo of the Promoter. The name and logo are provided herein below. The Promoter would put these logos in the Project at their cost and would have the right to change these in future. The Association would need to maintain these logos at their cost.

Logo of Keya Homes Pvt Ltd



Logo of the Clubhouse "Club Verde"



Logo of "The Urban Forest" Project



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25. ASSIGNMENT /NOMINATION:

The Allottee shall not assign/nominate/transfer his/her/their interest under this agreement without the prior written consent of the Owners/ Promoter. After the expiry of two year from the date of this agreement, the allottee can assign/nominate/transfer his/her interest with prior permission of the Promoter. The Allottee shall comply with all the terms and conditions which the Allottee is required to comply with and he/she/they will be liable to pay 5% of overall resale value as nomination fee (plus GST, as applicable) as consideration for giving such consent to the Allottee. Further, the Allottee shall not assign his/her/their rights to any third party as a value lesser than the value charged by the Promoter for the similar apartment at that point of time. The Allottee is aware about the GST refund rules as applicable for them in case of assignment/nomination.

26. ADDITION/DELETION OF NAME OF AGEEEMENT HOLDERS:

The Promoter does not allow any addition of the name and deletion of the name except for cases wherein any one or all agreement holder has/have passed away.

27. 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/building, as the case may be.

28. ADDITIONAL CONSTRUCTION:

The Allottee is aware that this project has been designed for four independent high-rise towers consisting of 727 apartments. Currently the Promoter has got approval for two independent high-rise towers consisting of 391 apartments and would take approval for another two independent high-rise towers consisting of 336 apartments by consuming balance FAR/loading premium FAR/TDR. The UDS/common area allocated to the Allottee has been done, factoring 727 apartments. The allottee is aware about the overall development and has given his/her/their explicit consent for building 727 apartments in the schedule Property.

29. RIGHT TO AMEND:

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

30. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE OR SUBSEQUENT ALLOTTEES:

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

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31. WAIVER NOT A LIMITATION TO ENFORCE:

- 31.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [Schedule D] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.
- 31.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

32. 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.

33. 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, private balcony/bay window, exclusive private garden calculated at 1/3 of the area and share of common area of the Allottee in entire Project.

34. FURTHER ASSURANCES:

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

35. 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 in Bangalore. Hence this Agreement shall be deemed to have been executed at Bangalore.

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36. 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 at their respective addresses specified below:

ALLOTTEE:

XXX

XXX

XXX

PROMOTER:

M/s. KEYA HOMES PVT LTD,
No.17, Regent Court,
Ground Floor, 80 ft Road, Koramangala 4th Block,
Bengaluru – 560034

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.

37. JOINT ALLOTTEES:

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

38. SAVINGS:

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

39. 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 there under including other applicable laws of India for the time being in force.

40. 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 parties concerned may seek resolution of such issues as per the provisions of the Act, Rules and Regulations framed by the Karnataka Real Estate Regulatory Authority.

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**SCHEDULE 'A' PROPERTY
(Entire Land Area)**

All that piece and parcel of the residentially converted land bearing Sy. No. 29/6, 30/2A and 30/2B measuring 8 Acres 15 including Kharab land of 33.25 Guntas situated at Kasavanahalli Village, Varthur Hobli, Bangalore South Taluk, Bangalore as per table below within the revenue administrative jurisdiction of the Bruhat Bangalore Mahanagara Palike and including all rights, privileges and appurtenances thereto and bounded as follows:

East by : Sy No. 30/1 & Sy No. 29

West by : Sy No. 33, Sy No. 31 & Sy No. 33/3

North by: Sy No. 33 & Sy No. 15 and

South by: Sy No. 30/3 and Road.

Sy No	Extent of Land	Kharab Land	Net Land
29/6	01A.05G	-	01A.05G
30/2A	03A.25G	14.75G	03A.10.25G
30/2B	03A.25G	18.50G	03A.06.50G
Total	08A.15G	33.25G	07A.21.75G

**Schedule 'B' Property (The Urban Forest)
(FOR APARTMENT AND UNDIVIDED SHARE):**

SI No	Particulars	Details
1	Tower	XXX
2	Floor No	XXX
3	Unit No	XXX
4	Unit Type	XXX
5	Carpet Area (SFT) (A)	XXX
6	Exclusive Bay Window/Balcony (SFT) (B)	XXX
7	Area of Outer Wall for the apartment (SFT) (C)	XXX
8	Exclusive Private Garden Area ____ SFT, charged at 1/3 (D)	
9	Total Built Up Area of the Apartment - sum(A:D)	XXX
10	Undivided Share In Land (SFT)	XXX
11	Covered Car Park No (Unit)	XXX
12	Allocated Covered car parking No	XXX
13	North Boundary	XXX
14	East Boundary	XXX
15	West Boundary	XXX
16	South Boundary	XXX

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SCHEDULE 'C'
FLOOR PLAN OF THE APARTMENT

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SCHEDULE 'D'
(PAYMENT SCHEDULE OF THE ALLOTTEE)

SI No	Payment Milestone	% of payment	Amount Rs.
1	On Booking & Signing of this Agreement	10	XXX
2	Within 15 Days of Signing of this Agreement	10	XXX
3	Commencement of excavation work for the tower	12	XXX
4	Commencement of 1st floor Slab for the tower	12	XXX
5	Commencement of 8th floor Slab for the tower	12	XXX
6	Commencement of 16th floor Slab for the tower	12	XXX
7	Completion of internal flooring work for your floor	12	XXX
8	Commencement of Final Slab for the tower	10	XXX
9	Intimation to Possession	10	XXX
	Total		XXX

- The Promoter would share demand note on one registered mail id of the 1st allottee. The demand notes for 3rd to 8th milestone (except 7th milestone) would have progress report containing images of the Tower showing the completed work. For 7th milestone demand i.e. internal flooring work, the images of the respective floor would be shared.
- The allottee is aware that the Promoter would not share any video of the apartment/tower/project for payment of demand note under any circumstances and has agreed for making the payment milestones on the basis of aforesaid progress report.
- Demands for internal flooring would be triggered when the milestone is achieved, which could be prior to the structure completion.
- The Allottee agrees to make the payment of the aforesaid construction linked milestone demand notes within 10 days from sharing of demand note. The Allottee is aware that it is their sole responsibility to ensure that the due payment gets credited to the bank account of the promoter within the due date.
- The allottee agrees to pay the interest for delayed payment, if any, along with each installment payment.
- The allottee is aware that the Promoter strictly follows a “No Call Policy” and the allottee would not be called on their registered mobile/landline no or sent any text/what’s app/digital intimation/reminder other than email on the registered id for any payment follow ups/delays in payment.
- The allottee is also aware that they would not be allowed to visit their apartment/tower till completion of the project for safety reasons. However, the allottee can visit the “Project Viewing Area” at site office to visualize physical progress at site. The allottee would not be allowed to go beyond “Project Viewing Area” till completion of the project.
- The allottee acknowledges that time of great essence and any delay in payment would be dealt as per para 10.3 of this agreement.

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SCHEDULE 'E' - SPECIFICATIONS,

Sr. No	Description	Specification/Details
1	Structure	RCC structure from ground floor on Mivan Aluminium Formwork
2	Flooring Details	
A	Living/Bedroom/Kitchen	Italian Marble finish tile from Simpolo/equivalent with Skirting of 4 Inch
B	Master Bedroom	Italian Marble finish tile from Simpolo/equivalent with Skirting of 4 Inch
C	Bathrooms	Antiskid Tiles Flooring with wall tiles upto false ceiling
D	Utility	Antiskid Tiles Flooring with wall tiles upto 4 Feet height
E	Balcony	Antiskid Tiles Flooring with granite coping
F	Lift Lobby/ Corridors	Antiskid Tiles with skirting of 4 Inch
G	Basement	VDF Finish with Epoxy paint marking
3	Doors	
A	Main Door	Both side veneer finish doors with hardware
B	Bedroom Bathroom Doors	Both side laminate finish doors with hardware
4	UPVC Doors/Windows	
A	Balcony Doors	UPVC Sliding door with mosquito mesh from Torfenster/equivalent with MS Railing for the balcony
B	Bedroom Windows	UPVC Sliding window from Torfenster/equivalent with mosquito mesh and MS Grill
C	Bathroom ventilators	Bathroom Ventilators in louvers system with exhaust fan provided
D	Utility Windows	UPVC Sliding window from Torfenster/equivalent with mosquito mesh
5	Kitchen Area and Utility Area	
A	Countertop in Kitchen	Not Provided
B	Wall cladding of 2 feet above kitchen counter	Not Provided
C	Sink Provision	Sink provision in the utility area for Hot and cold Mixture
D	Water Purifier	Water purifier provision in the utility area
E	Dish Washer	Dish Washer provision in the utility Area
F	Washing Machine	Washing machine provision in the utility area
6	Bathrooms	
A	False Ceiling	Grid type false ceiling to be provided
B	Geyser	Geyser provision above false ceiling with all wiring and plumbing lines
C	Ventilators	Ventilators with Granite coping shall be provided
D	EWC	Wall hung EWC from Kohler
E	Washbasin	Granite counter wash basin with hot and cold mixture
F	Shower Diverter	Thermostat to be provided in all the bathrooms
G	Shower	Rain (Ceiling) Shower to be provided

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Sr. No	Description	Specification/Details
H	CP Fixtures	All CP fixtures will be chrome plated from Kohler/Equivalent make
I	Accessories	Towel holder, Tissue paper holder, soap holder shall be provided
7	Painting	
A	Apartment Internal	Royale Emulsion paint from Asian/equivalent for Walls and ceiling
B	Lift Lobbies	Texture with two coats of external paint
C	External	Texture with two coats of external paint
D	Basement and staircases	Emulsion paint
8	Fire System	
A	Sprinklers	Provided in all areas
B	Smoke Detectors	Provided in all areas
C	Alarm System	Alarm button near staircases on all floors
9	Electrical	
A	Switches and MCB	All electrical fittings from Legrand/equivalent make
B	Power Supply	3/4/5 KW for 2/3/4 bhk respectively
C	Power Backup - Apartment	1.5 KW per apartment for all lighting circuits only
D	Power Backup - Common Area	100% backup of all common area lights, lift, pumps & machineries
E	Lights	All LED lights in common area, basement and staircases
F	Air Conditioning	All provisions with core cut to be provided for Air conditioning. ODU space is provided near utility.
G	Wiring	Wiring shall be from Polycab or equivalent make
H	Earthing	1/18 copper wire shall be used for earthing using a loop system. One earth leakage circuit breaker and MCB shall be provided in each apartment
10	Others	
A	DTH/Broadband	Centralized wiring for DTH and broadband to be provided
B	TV and Telephone	TV and Telephone provision for MBR and Living Area
C	Solar	250 KW of solar power on net metering system
D	Rain Water	Rainwater Harvesting pits to be provided
E	Elevators	3 high speed elevators and 1 Service elevator of 15 capacity to be provided from KONE for each tower
F	Water Treatment	STP/WWTP/UF/RO shall be provided
G	Video DoorBell	Video Doorbell shall be provided
H	Entry	The main gate shall be on RFID system
I	Car Charging	One car charger per apartment shall be provided on prepaid basis
J	CCTV	CCTV camera for common area and basement

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SCHEDULE 'F' - AMENITIES,

Amenities to be provided

- Commercial shops
Chai Point, Laundry, Saloon, Snacks, Supermarket, pharmacy,
- Club House
Entry lounge, Meeting rooms, Business centre, Multipurpose hall with pantry, Table tennis, Chess, Carrom, Foosball, Pool table, Ludo, Badminton court, squash court, Movie viewing room, Gym, Steam room, Sauna room, Jacuzzi, Card games room, Aerobics room, Yoga room, Temperature controlled Swimming pool, Kids pool.
- Terrace
Outdoor working pods, Sitting pergola, potted planter boxes
- Podium
Jogging track, Bicycle track, Flower bed with trees, Toddlers play area, Family pavilion, Chromotherapy flower garden, Kompan children play park, Wigwam swing, Aroma garden, Pet park, Reflexology, O2 pavilion, box cricket court, futsal court, tennis court, human foosball court, pickle ball court, Nutritive garden, Peripheral plantations.

The amenities planned in the project are for fun and enjoyment and by no means should be construed for professional playing as per standard norms. The space/fixture would be as per Architects plan. There can be variation in the scheduled amenities at site due to space constraints. The allottee is aware of the same and have consented for variations in the scheduled amenities at site.

IN WITNESS WHEREOF, the parties to this deed have set their hands to this AGREEMENT FOR SALE CUM CONSTRUCTION on the DAY, MONTH AND YEAR as first mentioned above.

WITNESSES:

1.

ALLOTTEE

2.

PROMOTER

PROMOTER

ALLOTTEE