

Note: for discussion (a) to execute a Supplementary Agreement (Supplemental to the JDA) mentioning the nature of development as Villaments/ Apartments

(a) EV charging points in the parking slots. (b) the points highlighted in yellow colour in this Agreement.

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this ____ day of _____, 2025,

By and Between:

1. Shri. **B. K. Surendranath**, (Aadhaar No. **9415 2450 6706**.), son of Late B. S. Krishna Setty, aged about 68 years, residing at No. 511, "Inchara", 27th Cross, "Ideal Homes Township", Rajarajeshwarinagar, Bengaluru - 560 098
2. Shri. **B. K. Manjunath**, (Aadhaar No. **7646 8899 5507**.), son of Late B. S. Krishna Setty, aged about 66 years, residing at No. 507, "Nirvana", 27th Cross, "Ideal Homes Township", Rajarajeshwarinagar, Bengaluru - 560 098
3. Shri. **B. K. Sanjeevanath**, (Aadhaar No. **4728 5375 2731**.), son of Late B. S. Krishna Setty, aged about 64 years, residing at No. 510, 27th Cross, "Ideal Homes Township", Rajarajeshwarinagar, Bengaluru - 560 098
4. Shri. **B. K. Amarnath**, (Aadhaar No. **7705 7527 8287**.), son of Late B. S. Krishna Setty, aged about 62 years, residing at No. 512, "Krishna", 27th Cross, "Ideal Homes Township", Rajarajeshwarinagar, Bengaluru - 560 098.

Represented by their Power of Attorney Holder, M/s. SBR BUILDERS, a Partnership Firm having its Office at 24/5, 'SBR Horizon', Seegehalli, Kadugodi, Hoskote Main Road, Whitefield, Bengaluru -560 067 (PAN: **AEWFS4334K**), represented by its Managing Partner: Shri. **T. Venugopal** (Aadhaar No. **5611 8842 8159**)

hereinafter collectively referred to as "**Landowners**", (which term shall mean and include their respective heirs, executors, administrators, successors and assigns) of the First Part.

And

M/s. SBR BUILDERS, a Partnership Firm having its Office at 24/5, 'SBR Horizon', Seegehalli, Kadugodi, Hoskote Main Road, Whitefield, Bengaluru - 560 067 (PAN: **AEWFS4334K**), represented by its Managing Partner: Shri. **T. Venugopal** (Aadhaar No. **5611 8842 8159**) hereinafter referred to as "**Developer/Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assigns) of the Second Part.

And

hereinafter referred to as “**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 Third Part.

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

WHEREAS:

- A. The Landowners are the sole and absolute owners of converted lands bearing (1) **Survey No. 145/1**, measuring **02 acres**, (2) **Survey No. 145/2**, measuring **03 acres**, (3) **Survey No. 145/4**, measuring **03 acres 04 guntas**, (all earlier part of Survey No. 145 and much earlier bearing Survey No. 98), situated at **Kumbalgodu Village, Kengeri Hobli, Bengaluru South Taluk**, which are more fully mentioned and described in the **Item No. 1, Item No. 2 and Item No. 3**, respectively of the Schedule ‘A’ hereunder and unless specifically mentioned shall be collectively referred to as “**Said Land**”.
- B. The Landowners acquired the Said Land by virtue of the below mentioned Sale Deeds:
- i] Sale Deed dated 11/01/2008, executed by Shri. T. N. Manjunath, son of Shri. T. Narayanaswamy, registered vide Document No. KEN-1-03460/2007-08 of Book I, stored in C. D. No. KEND 392, in the Office of the Sub-Registrar, Kengeri, Bengaluru with respect to Item No. 1 of the Schedule ‘A’ Property;
 - ii] Sale Deed dated 15/11/2006, executed by Shri. J. Devarajulu, son of Shri. J. Govinda Swamy Naidu, registered vide Document No. KEN-1-33390/2006-07 of Book I, stored in C. D. No. KEND 356, in the Office of the Sub-Registrar, Kengeri, Bengaluru with respect to Item No. 2 of the Schedule ‘A’ Property;
 - iii] Sale Deed dated 15/11/2006, executed by Shri. K. Arunachalam, son of Shri. Raghu Nath Naidu, registered vide Document No. KEN-1-32968/2006-07 of Book I, stored in C. D. No. KEND 355, in the Office of the Sub-Registrar, Kengeri, Bengaluru with respect to Item No. 3 of the Schedule ‘A’ Property;

- C. The Schedule 'A' Property is purchased by the Landowners under the aforementioned Sale Deeds are conjoint to one another and forms a composite block morefully detailed in the Composite Schedule of the Schedule 'A' and the Landowners are in absolute possession and enjoyment of the same as the absolute owners without any let or hindrance from anyone.
- D. The Item No.1 of the Schedule 'A' Property is converted from agricultural use to non-agricultural/industrial use vide Official memorandum dated 24/04/2009, in No.ALN: (S) (Ke)/194/2008-09, issued by the Special Deputy Commissioner (Revenue) Bengaluru and converted from industrial use to residential-group housing/Apartment use vide Official Memorandum dated 14/03/2023 in No.LCCP102559/2023 issued by the Deputy Commissioner, Bengaluru Urban District. The Item No.2 and item No.3 of the Schedule 'A' Property is converted from agricultural use to non-agricultural/industrial use vide Official Memorandum dated 07/11/2008, in No.ALN: (S) SR (Ke)/88/2008-09, issued by the Special Deputy Commissioner (Revenue) Bengaluru, and converted from industrial use to residential-group housing/Apartment use vide Official Memorandum dated 14/03/2023 in No.LCCP102558/2023 issued by the Deputy Commissioner, Bengaluru Urban District.
- E. The Katha/Mutation of the Said Land is registered in the names of the Landowners, in the records of the Revenue Authorities and the Landowners have paid the property taxes, cess, etc., with respect to the Said Land, to the revenue authorities.
- F. The Landowners and the Developer/Promoter have entered into the Joint Development Agreement dated 10/03/2023 registered vide Document No. BMH-1-12857/2022-23 of Book I, stored in C.D.No.BMHD1874, in the office of the Sub-Registrar, Bommanahalli, Bengaluru for construction of residential complex in the Said Land. The Landowners have also executed the General Power of Attorney dated 10/03/2023 registered vide Document No. BMH-4-00926/2022-23 of Book IV, stored in C.D. No. BMHD1874 in the office of the Sub-Registrar, Bommanahalli, Bengaluru in favour of the Developer/Promoter authorizing and empowering them to sell the Developer/Promoter's Share in the Project;

- G. The Developer/Promoter has propounded a scheme for development of the Said Lands by constructing Villaments/Apartments along with Common Areas, common amenities & facilities and the said project is known as **SBR GLOBAL QUEENSVILLE (“Project”)**.
- H. The Landowners have relinquished a portion of the Said Land measuring 3836.9 square meters to the Bangalore Development Authority reserved for parks, open spaces and widening of the road. The Developer/Promoter has obtained the plan sanction dated 20/01/2024 vide No. Bm.A.Pra/NM/A.S/A.A-1/TaSa/Pu/03/2023-24 from Bengaluru Development Authority for development of the Said Land by constructing Row Houses/Villaments. The said plan is modified vide No. Va.Ma/A.Sa/A.A-1/Tha.Sa-1/INPK01/2025-26, dated 07/04/2025 for construction of Villaments and Apartments on the Said Land.
- I. In terms of the modified plan the development/project will contain the following:

Block	Wing	No. of Floors	Villament/ Apartment	Total
1	‘A’	5	Ground floor and Second Floor – Villament (Duplex) Fourth Floor – Apartments (3BHK)	___ Villaments ___ Apartments
	‘B’	5	Ground floor and Second Floor – Villament (Duplex) Fourth Floor – Apartments (3BHK)	___ Villaments ___ Apartments
	‘C’	5	Ground floor and Second Floor – Villament (Duplex) Fourth Floor – Apartments (3BHK)	___ Villaments ___ Apartments
2	‘D’	5	Ground floor and Second Floor – Villament (Duplex) Fourth Floor – Apartments (3BHK)	___ Villaments ___ Apartments
	‘E’	5	Ground floor and Second Floor – Villament (Duplex) Fourth Floor – Apartments (3BHK)	___ Villaments ___ Apartments

	'F'	5	Ground floor and Second Floor – Villament (Duplex) Fourth Floor – Apartments (3BHK)	___ Villaments ___ Apartments
3	'G'	5	Ground floor and Second Floor – Villament (Duplex) Fourth Floor – Apartments (3BHK)	___ Villaments ___ Apartments
	'H'	5	Ground floor and Second Floor – Villament (Duplex) Fourth Floor – Apartments (3BHK)	___ Villaments ___ Apartments
4	'J'	5	Ground floor and Second Floor – Villament (Duplex) Fourth Floor – Apartments (3BHK)	___ Villaments ___ Apartments
	'K'	5	Ground floor and Second Floor – Villament (Duplex) Fourth Floor – Apartments (3BHK)	___ Villaments ___ Apartments
	'L'	5	Ground floor and Second Floor – Villament (Duplex) Fourth Floor – Apartments (3BHK)	___ Villaments ___ Apartments
5	'M'	5	Ground Floor- Apartments (2BHK) First Floor- Apartments (2BHK)	___ Apartments ___ Apartments
	'N'	5	Second Floor, Third Floor and Fourth Floor – Apartments (2BHK and 3BHK)	___ Apartments ___ Apartments
	'O'	5	Ground floor and Second Floor – Villament (Duplex) Fourth Floor – Apartments (3BHK)	___ Villaments ___ Apartments
			Grand Total	___ Villaments ___ Apartments
			Club House-1	
			Club House-2	

- J. The Landowners and the Developer/Promoter have registered the Project under the provisions of the Act with the Karnataka Real Estate Regulatory Authority at _____ on _____ under Registration No. _____;
- K. The Landowners and the Developer/Promoter is fully competent to enter into this Agreement;
- L. The Allottee herein being desirous of owning the Villament/ Apartment bearing No. _____ in _____ Wing of **SBR GLOBAL QUEENSVILLE** more fully described in the Schedule 'B' hereunder and hereinafter referred to as "**Schedule 'B' Property**" in terms of the aforesaid Scheme has requested the Landowners and the Developer/Promoter to sell to the Allottee the Schedule 'B' Property.
- M. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein and have affixed their signatures;
- N. 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;
- O. 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;
- P. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer/Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Villament/ Apartment.

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. Definitions:

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

- a) **“Act”** shall mean the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- b) **“Agreement”** shall mean this Agreement for Sale including the recitals above, the schedules and all annexures attached hereto, as amended from time to time;
- c) **“Applicable Law”** means all laws, statutes, regulations, codes, bye-laws, ordinances, treaties, judgments, decrees, directives, rules, guidelines, orders, policies and other requirements of any Governmental Authority having jurisdiction over the Said Lands which are in effect or as may be amended, modified, enacted or revoked from time to time hereafter
- d) **“Association of Allottees or Owner’s Association”** shall both mean the same, to be formed by the purchasers of the Units in the Project for the purpose of holding and maintenance of the Common Areas, the Common Amenities and Facilities of the Project;
- e) **“Specifications”** shall mean the broad specifications of the Villaments/ Apartments and detailed in the Schedule “E” here below or any equivalent thereof;
- f) **“Appropriate Government”** shall mean the Government of Karnataka;
- g) **“Approvals”** shall mean all those sanctions, certificates, approvals, permits, no-objection certificates, consents, including and not limited to building plans, development plan, etc., as are necessary and obtained from the statutory authority, for construction and development of the Project;
- h) **“Authority”** shall mean the Real Estate Regulatory Authority, established under the Act and Rules shall include the Real Estate Appellate Tribunal;
- i) **“Building”** shall mean the building in the Project where the Villament/ Apartment is located;
- j) **“Carpet Area”** shall mean the net usable floor area of the Villament/ Apartment, excluding the area covered by the external walls, and any other limited Common Areas, but includes the area covered by the internal partition walls of the Villament/ Apartment;
- k) **“Common Areas”** shall collectively mean the Common Areas of the Project as defined under Section 2(n) of the Act, including but not limited to the land, common basements, open parking areas in the Project as provided under the Act;

- l) **"Force Majeure"** shall mean strikes, labour unrest, non-availability of materials, pandemic, epidemic, lock-downs, case of war, flood, draught, fire, cyclone, earthquake, or any other calamity caused by nature or by the Act of God affecting the regular development of the Project;
- m) **"Local Authority"** or **"Authority"** shall mean any union, state, local or other governmental, administrative, regulatory, judicial or quasi-judicial authority or self-regulating authority or agency, commission, board, tribunal, court, Bangalore International Airport Area Planning Authority (BIAAPA), Bangalore Electric Supply Company (BESCOM), Karnataka Power Transmission Corporation Limited (KPTCL) Bangalore Water Supply and Sewerage Board (BWSSB), Bangalore Development Authority (BDA), Bruhat Bengaluru Mahanagara Palike (BBMP), Real Estate Regulatory Authority, Real Estate Appellate Tribunal and shall include any other competent authority under the Act and having jurisdiction over the Said Lands;
- n) **"Limited Common Area"** shall mean such areas of the Project, which are allotted for the exclusive use by the Owners/Occupants in Project as they would be attached to such Villaments/Apartments and capable of being used by the owners/occupants and to be maintained as part of the Common Area.
- o) **"Maintenance Agency"** shall mean the Developer/Promoter or any of its nominee/ subsidiary or assigns or any person/entity appointed by the Developer/Promoter or the Association of Allottees as the exclusive maintenance managers of the Project and its Common Areas and services to be provided in the Project;
- p) **"Notice"** shall mean any notice, request, demand or other communication required or permitted to be given under this Agreement;
- q) **"Payment Plan"** shall mean the payment of the Total Price payable by the Allottee to the Developer/Promoter on such dates as mentioned in Schedule 'D' here below;
- r) **"Project"** shall mean the real estate project being developed on the Said Land by constructing Villaments/Apartments as decided by the Developer/Promoter and the Landowners;
- s) **"Project Specifications"** means the broad specifications of the Project with the provision of the Common Areas provided therein and detailed in Schedule 'F' here below;

- t) **“Rules”** means the Karnataka Real Estate (Regulation and Development) Rules, 2017, made under the Real Estate (Regulation and Development) Act, 2016;
- u) **“Regulations”** means the Regulations, if any, made under the Real Estate (Regulation and Development Act, 2016);
- v) **“Villament/Apartment”** means the Villament/Apartment allotted to the Allottee by the Developer/Promoter and agreed to be sold under this Agreement and mentioned and described in Schedule ‘B’ here below;
- w) **“Said Land”** means the property bearing (1) **Survey No. 145/1**, measuring **02 acres**, issued by the Special Deputy Commissioner, Bengaluru District, Bengaluru); (2) **Survey No. 145/2**, measuring **03 acres**; (3) **Survey No. 145/4**, measuring **03 acres 04 guntas**, (all earlier part of Survey No. 145 and much earlier bearing Survey No. 98), situated at **Kumbalgodu Village, Kengeri Hobli, Bengaluru South** Taluk, measuring in total 08 acres 04 guntas i.e., equivalent to 32779.26 square meters, morefully mentioned and described in Schedule ‘A’ here below;
- x) **“Statutory Payments”** shall mean statutory charges, levies, taxes or new pronouncements by applicable law, amendments to the current laws, introduction of new statutory levies, taxes, cess etc., GST, which may be imposed by the Authorities – State and Central Government from time to time and includes such amounts, charges, deposits and any amount collected towards providing infrastructure towards BESCO and BWSSB and stamp duty, registration and any statutory dues/fees/penalties, cost towards the additional works, modification charges etc.
- y) **“Super Built-Up Area”** of any Villament/Apartment shall mean the aggregate of (i) the Carpet Area of a Villament/Apartment and (ii) thickness of the external walls (iii) proportionate share of the Common Areas and such of the Common Area used for Common Amenities and Facilities including the Club Houses in the Project ;
- z) **“Total Price”** means the sum total of the cost payable towards the Units by the Allottee to the Developer/Promoter as detailed in Clause 2.2 here below;
- aa) **“Section”** means a section of the Act.

2. Terms:

- 2.1. Subject to the terms and conditions as detailed in this Agreement and the rights and obligations of the Allottee as specified in the Schedules ‘G’ and ‘H’ here

below, the Developer/Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Villament/Apartment as specified in Recitals here above.

2.2. The Total Price for the Villament/Apartment is Rs. _____/- (Rupees _____ only). The Total Price of the Villament/Apartment is calculated in the manner mentioned here below:

Sl. No.	Cost	Amount in Rs.
1.	Villament/Apartment (_____ Square feet of super built-up area)	= _____ square feet x Rs._____/ - = Rs._____ / -
2.—	CST @ _____%	Rs._____/ -
3.—	Proportionate or such share payable towards Statutory Payments and Other Associated Charges (excluding stamp duty, registration charges and legal fees)	
	Total	

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Developer/Promoter towards the Villament/Apartment;
- (ii) The Total Price above **includes GST**, the Statutory Payments or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Developer/Promoter, by whatever name called) up to the date of handing over of the possession of the Villament/Apartment to the Allottee and the Project to the Association of 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 Statutory Payment, the subsequent amount payable by the Allottee to the Developer/Promoter shall be increased/reduced based on such change / modification: Provided further that if there is any increase in the Statutory Payments 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 to the Allottee;

- (iii) The Developer/Promoter shall periodically intimate in writing to the Allottee, the instalments towards the Total Price and the Allottee shall make payment as demanded by the Developer/Promoter within the time and in the manner specified therein. In addition, the Developer/Promoter shall provide to the Allottee the details of the Statutory Payments paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc., have been imposed or become effective;
- (iv) The Total Price includes recovery of price of Said Land, construction of [not only the Villaments/Apartments but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Schedule 'B' Property, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire-fighting equipment in the common areas, advance maintenance charges (for 12 months), proportionate share of infrastructure charges including solar installation, EV Charging Points and includes cost for providing all other facilities, amenities and specifications to be provided within the Schedule 'B' Property and the Project.

2.3. 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 Developer/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 Developer/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 to the Allottee.

- 2.4. The Allottee shall make the payment as per the Payment Plan without any delay.
- 2.5. It is agreed that the Developer/Promoter shall not make any additions and alterations in the sanctioned plans and the Specifications and the nature of fixtures, fittings and amenities described in the Specifications and the Specifications (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the building, without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Developer/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.
- 2.6. The Developer/Promoter shall conform to the final super built-up 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 Super built-up area. The total price payable for the Super Built-Up Area shall be recalculated upon confirmation of the final super built-up area. If there is reduction in the Super Built-Up Area, which is more than three percent of the Super Built-Up Area of the Schedule 'B' Property, then the Developer/Promoter shall refund the excess money paid by the Allottee within _____ days. If there is any increase in the Super Built-Up Area, which is not more than three percent of the Super Built-Up Area of the Schedule 'B' Property, allotted to the Allottee, the Developer/Promoter may demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 2.2 of this Agreement.

2.7. Subject to Clause 10.3 the Developer/Promoter agrees and acknowledges, the Allottee shall have the right to the Schedule 'B' Property as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Schedule 'B' Property;
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of the Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Developer/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 consideration for sale of the Schedule 'B' Property includes cost of land, construction of [not only the Schedule 'B' Property but also] the Common Areas, internal development charges, external development charges, infrastructure charges, garden and landscaping, taxes and includes cost for providing all other facilities, amenities and specifications to be provided within the Schedule 'B' Property and the Project;
- (iv) The Allottee has the right to visit the project site with prior notice to the Developer/Promoter to assess the extent of development of the Project and Schedule 'B' Property, as the case may be.;

2.8. It is made clear by the Developer/Promoter and the Allottee agrees that the Schedule 'B' Property along with parking space shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained project in the overall development being made on 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.

2.9. The Developer/Promoter agrees to pay all outgoings before transferring the physical possession of the Schedule 'B' Property 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 Developer/Promoter fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage, loan and interest thereon before transferring the Schedule 'B' Property to the Allottee, the Developer/Promoter agrees to be liable, even after the transfer of the Schedule 'B' 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 there for by such authority or person.

2.10. The Developer/Promoter agrees to clear the charge created over the Schedule 'B' Property with banks and financial institutions before conveying or transferring the physical possession of the Schedule 'B' Property.

2.11. The Allottee has paid the sum of Rs. _____/- (Rupees _____ only) as agreement amount being part payment towards the Total Price of the Schedule 'B' Property at the time of application, the receipt of which the Developer/Promoter hereby acknowledges and the Allottee hereby agrees to pay the balance Total Price as prescribed in the Payment Plan as may be demanded by the Developer/Promoter within the time and in the manner specified therein. Provided, that if the Allottee delays in payment towards any amount which is payable under this Agreement, he shall be liable to pay interest at the rate prescribed in the Rules.

3. Mode of Payment:

3.1. Subject to the terms of the Agreement and the Developer/Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Developer/Promoter, within the stipulated time as mentioned

in the Payment Plan through A/c Payee cheque/demand draft/bankers cheque or online payment in favour of “_____” payable at Bengaluru.

4. Compliance of Laws relating to remittances:

- 4.1. 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 there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc., and provide the Developer/Promoter with such permission, approvals which would enable the Developer/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.
- 4.2. The Developer/Promoter accepts no responsibility with respect to matters specified in Clause 4.1. above. The Allottee shall keep the Developer/Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee after the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Developer/Promoter immediately and comply with necessary formalities if any under the applicable laws. The Developer/Promoter shall not be responsible towards any third-party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the Schedule 'B' Property applied for herein in any

way and the Developer/Promoter shall be issuing the payment receipts in favour of the Allottee only.

5. Adjustment/Appropriation of Payments:

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

6. Completion:

6.1. The Developer/Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Schedule 'B' Property to the Allottee and the Common Areas to the Association of Allottees or the competent authority, as the case may be. The Allottee on his/her part shall also adhere to the schedule of payment and such other conditions as laid down in this Agreement of Sale.

7. Construction of the Project/ Schedule 'B' Property:

7.1. The Allottee has seen the Approvals which has been approved by the competent authority, Specifications and the Specifications [annexed along with this Agreement] and has accepted the plan and Payment Plan. The Developer/Promoter shall develop the Project in accordance with the said Approved plans and the Specifications, amenities and facilities. Subject to the terms in this Agreement, the Developer/Promoter undertakes to strictly abide by the Approvals and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the concerned statutory authority 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 Developer/Promoter shall constitute a material breach of the Agreement.

8. Possession of the Schedule 'B' Property:

8.1. The Developer/Promoter agrees and to deliver possession of the Schedule 'B' Property to the Allottee and the Common Areas to the Association of Allottees

or the competent authority, as the case may be after completion of the construction in terms of this Agreement. The Developer/Promoter assures to hand over possession of the Schedule 'B' Property along with ready and complete Common Areas with all Specifications and facilities of the Project in place on _____, unless there is delay due to Force Majeure. If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Developer/Promoter shall be entitled to the extension of time for delivery of possession of the Schedule 'B' Property, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Developer/Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Developer/Promoter shall refund to the Allottee the entire amount received by the Developer/Promoter from the allotment within forty-five (45) days from that date. The Developer/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 Developer/Promoter and that the Developer/Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 8.2. Procedure for taking possession - The Developer/Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Schedule 'B' Property, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. The Allottee shall within ____ months from the date of receipt of the intimation from the Developer/Promoter, pay the Total Price to the Developer/Promoter and obtain the conveyance of the Schedule 'B' Property in his/her favour from the Developer/Promoter and extend all co-operation to the Developer/Promoter to complete execution and registration of the sale deed in favour of the Allottee. The Developer/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 Developer/Promoter. The Allottee, agree(s) to pay the maintenance charges as determined by the Developer/Promoter or the Association of Allottees, as the case may be _____ from the date of issuance of the occupancy certificate for the Project. The Developer/Promoter shall hand over the occupancy certificate of the Project, to the Allottee at the time of conveyance of the same.

- 8.3. Failure of the Allottee to take possession of the Schedule 'B' Property - Upon receiving a written intimation from the Developer/Promoter as per Clause 8.2, the Allottee shall take possession of the Schedule 'B' Property from the Developer/Promoter by executing necessary indemnities, undertakings and such other documentation in favour of the Developer/Promoter, as prescribed in this Agreement, and the Developer/Promoter shall give possession of the Schedule 'B' Property to the Allottee. In case the Allottee fails to take possession within the time provided in Clause 8.2, the Allottee shall continue to be liable to pay maintenance charges as specified in Clause 8.2.
- 8.4. Possession by the Allottee - After obtaining the occupancy certificate and handing over physical possession of the Schedule 'B' Property to the Allottee, it shall be the responsibility of the Developer/Promoter to hand over the necessary documents and plans, including Common Areas, to the Association of Allottees or the competent authority, as the case may be, as per the local laws.
- 8.5. Cancellation by Allottee - The Allottee shall have the right to cancel/withdraw his/her allotment in the Project only in case of an Event of Default committed by the Developer/Promoter in terms of Clause 13 below; Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Developer/Promoter, the Developer/Promoter herein is entitled to forfeit the **booking / agreement** amount paid for the allotment, which shall be equivalent to __ % of the Total Price plus taxes (i.e., GST) paid and brokerage, if any. The balance amount of money paid by the Allottee shall be returned, without interest, by the Developer/Promoter to the Allottee within forty-five

(45) days of such cancellation subject to the Allottee discharging the loan if any obtained on the security of the Schedule 'B' Property and handing over the original of this Agreement duly cancelled and executing and registering the Cancellation Deed with the jurisdictional Sub-Registrar.

8.6. Compensation – The Developer/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 Developer/Promoter fails to complete or is unable to give possession of the Schedule 'B' Property (i) in accordance with the terms of this Agreement, duly completed by the date specified in Clause 8.1; or (ii) due to discontinuance of their business as a Developer/Promoter on account of suspension or revocation of the registration under the Act; or for any other reason; the Developer/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 them in respect of the Schedule 'B' Property with interest at the rate prescribed in the Rules including compensation in the manner as provide under the Act within forty-five days of it becoming due. Provided that where if the Allottee does not intend to withdraw from the Project, the Developer/Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Schedule 'B' Property, which shall be paid by the Developer/Promoter to the Allottee within forty-five days of it becoming due.

9. Representations and Warranties of the Developer/Promoter:

9.1. The Developer/Promoter hereby represents and warrants to the Allottee as follows:

- (i) The Developer/Promoter has absolute, clear and marketable title with respect to the Said Land with 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 Developer/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;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the Said Land, Project or the Schedule 'B' Property;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Said Land and the Schedule 'B' Property are valid and subsisting and have been obtained by following due process of law. Further, the Developer/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 the Schedule 'B' Property and common areas;
- (vi) The Developer/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) That the Developer/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 Schedule 'B' Property which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Developer/Promoter confirms that the Developer/Promoter is not restricted in any manner whatsoever from selling the Schedule 'B' Property to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Developer/Promoter shall handover lawful, vacant, peaceful, physical possession of the Schedule 'B' Property to the Allottee and the Common Areas to the Association of Allottees or the competent authority, as the case may be;
- (x) The Said Land 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 Said Land;
- (xi) The Developer/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 Project to the competent authorities till the occupancy certificate has been issued and possession of the Schedule 'B' Property, along with the Common Areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Association of Allottees 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 Developer/Promoter in respect of the said Land and/or the Project.

10. Events of Defaults and Consequences:

10.1. Subject to the Force Majeure, the Developer/Promoter shall be considered under a condition of Default, in the following events:

- (i) The Developer/Promoter fails to provide ready to move in possession of the Schedule 'B' Property to the Allottee within the time period specified in Clause 8.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this clause, 'ready to move in possession' shall mean that the Schedule 'B' Property shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the Parties, and for which occupation certificate or completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Developer/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 there under.

10.2. In case of default by the Developer/Promoter under the conditions listed above, the Allottee is entitled to the following:

- (i) Stop making further payments to the Developer/Promoter as demanded by the Developer/Promoter. If the Allottee stops making payments, the Developer/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 Developer/Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Schedule 'B' Property, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice subject to the Allottee discharging the loan if any obtained on the security of the Schedule 'B' Property and handing over the original of this Agreement duly cancelled and executing and registering the Cancellation Deed with the jurisdictional Sub-Registrar: Provided that where the Allottee does not intend to withdraw from the Projector terminate the Agreement, he shall be paid, by the Developer/Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Schedule 'B' Property, which shall be paid by the Developer/Promoter to the Allottee within forty-five 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 payments for ____ consecutive demands made by the Developer/Promoter as per the Payment Plan, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Developer/Promoter on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of default by the Allottee under the condition listed above continues for a period beyond ____ consecutive months after notice from the Developer/Promoter in this regard, the Developer/Promoter may cancel the allotment of the Schedule 'B' Property in favour of the Allottee and upon handing over the original of this Agreement duly cancelled and executing the Cancellation Deed, refund the money paid to him by the Allottee by deducting the booking/advance amount which shall be equivalent to __% of the Total Price plus taxes (i.e., GST) paid and brokerage, if any and the interest liabilities and this Agreement shall thereupon stand terminated.

Provided that the Developer/Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

11. Disclosures:

11.1. The Allottee acknowledges and confirms that the Developer/Promoter have made following disclosures to the Allottee and the Allottee has reviewed all of

them and after having understood the implication thereof has entered into this Agreement and the Allottee has agreed to all of the Disclosures and the Allottee, expressly grants its consent and no objection to the Developer/Promoter to undertake every action as per Disclosures

- i. that, as per the title deeds the extent of the Schedule 'A' Property is as described in Schedule 'A' hereunder and the extent detailed in Schedule 'A' is considered in the Sanctioned Plan;
- ii. that, the extent of Schedule 'B' Property to be conveyed to the Purchaser/s on execution of the Sale Deed is based on the overall super built-up area of the Project, extent of land stated in Schedule 'A' and after deduction of extents of land, if any, relinquished in favour BDA/BBMP towards, parks, open space and road widening, etc. as per zoning regulations and building bye laws;
- iii. that, the Common Amenities and Facilities and the Common Areas in the Project will have to be maintained by the Owners' Association in common, irrespective of the location of such Common Area and the Common Amenities and Facilities in the Project;
- iv. the Allottee has/have agreed that, on the Developer/Promoter being permitted under the provisions of the Act, for any change in FAR or utilisation of TDR/Premium FAR, the undivided share would stand varied and will be corresponding to the overall built-up area that is being constructed under the Scheme. Accordingly the quantum of undivided share to be conveyed would be finally declared in the Sale Deed;
- v. that, the Schedule 'B' Property shall be used in terms of the rules and regulations formulated by the Developer/Promoter and/or the Owners' Association as well as the terms set out in the Bye Laws of the Owners' Association;
- vi. That, the Developer /Promoter and the Landowners as aforesaid will be executing Deed of Declaration under the provisions of the applicable law and rules made there under and submit the same for registration under the said Act. The Allottee shall be required to abide by the said declaration and bye-laws annexed thereto and become the member of the Owners' Association by signing the required documents as called upon by the Developer/Promoter. The Allottee hereby authorize/s the Developer/Promoter/Seller and the Owner to sign and execute the required Deed of Declaration in respect of the Project recording the terms and conditions relating to ownership, possession and enjoyment of the Villaments/Apartments and other built spaces by the respective buyers in the development and also get the same registered;
- vii. that, the Developer/Promoter and the Landowner, on completion of the Project, will be forming an Association of Apartment Owners in the Project for the management and maintenance of Common Areas, the Common Amenities and Facilities in the Project under the provisions of the Karnataka Apartment Ownership Act, 1972 by executing a Deed of Declaration;

- viii. that the Schedule 'B' Property can be used only for residential purposes and cannot be used for any other purposes;
- ix. that, some of the Villaments/ Apartments in the project have private terraces / garden areas attached to the same. Such private terraces/garden area are for exclusive use by owners of the Villaments/Apartments to which the same are attached and the other apartment owners shall have no rights over the same. The Developer/Promoter and the Landowner will also be granting exclusive rights to use and right to deal with Limited Common Area to some of the buyers of the Villaments/ Apartments in the Project. The Allottee confirms that before execution of this Agreement, the Allottee has been provided with details of the Limited Common Area of the Project and is fully aware of the exclusive right of user of such Limited Common Areas in the said the Project. The Allottee has also been informed that the Deed of Declaration shall also provide the details of such Limited Common Area and its use and exclusivity;

12. Conveyance of the Schedule 'B' Property:

12.1. The Developer/Promoter and the Landowners, on receipt of Total Price of the Schedule 'B' Property from the Allottee, shall execute a conveyance deed and convey the title of the Schedule 'B' Property together with proportionate indivisible share in the Common Areas within three (03) months from the date of issuance of the occupancy certificate / partial occupancy certificate, as the case may be, to the Allottee. However, in case the Allottee fails to pay the entire Total Price or deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Developer/Promoter and the Landowners to withhold registration of the conveyance deed in his/her favour till payment of full Total Price, stamp duty and registration charges to the Developer/Promoter is made by the Allottee.

12.2. The stamp duty and the registration charges, prevailing at the time of registration of sale deed, legal expenses and all other miscellaneous and incidental expenses for execution and registration of the Sale Deed including the deficit stamp duty and registration fee that may be demanded by the Special Deputy Commissioner for Detection of Undervaluation of Stamps and other Authorities for conveyance of the Schedule 'B' Property and the proportionate share of the Common Areas shall be borne by the Allottee. The Sale Deed preparation and registration shall be done only through the Advocate Firm identified by the Developer/Promoter to ensure that uniformity is maintained

in documentation for the entire Project. In the event of the Sale Deed being referred to the authorities for adjudication of stamp duty and/or under valuation of the Schedule 'B' Property and/or the Common Area, it is the responsibility of the Allottee to attend to the same at his/her cost and secure release of the Sale Deed and the Developer/Promoter and the Landowners shall have no liability in respect thereto.

12.3. The Allottee shall also be liable to pay the electricity charges, property taxes, levies, maintenance charges and any other amounts which the Allottee is required to pay under this Agreement on expiry 15 days from date of intimation by the Developer/Promoter that the Schedule 'B' Property is ready for handover, even if the possession and conveyance is not taken by the Allottee and if the Developer/Promoter and the Landowner has not terminated this Agreement. In addition to payment of above charges, in case the Allottee defaults in receiving possession as aforesaid and/or complete the purchase, the Developer/Promoter is entitled to and Allottee shall be liable to pay Rs.____/- (Rupees ____ Only) per square feet of the super built-up area of Apartment as holding charges in addition to the amounts payable in terms of this Agreement, which the Allottee agree to pay the same on demand or before registration of the Sale Deed for Schedule 'B' Property.

13. Assignment/Nomination:

13.1. The Allottee hereby agrees and confirms that this Agreement is not transferable / assignable to any other third party or entity except as provided in clauses 13.2 and 13.3.

13.2. That the Allottee shall not be entitled to transfer / assign the rights under this Agreement for a period of two years from the date of this Agreement or until payment of 80% of the Total Sale Consideration.

13.3. Any assignment shall be, subject to clause 13.2, shall be permitted only by way of written agreement between the Developer/Promoter and the Landowner, the Allottee and the transferee/assignee. Such a written agreement must be executed in the presence of the Assignor, Assignee and the

Developer/Promoter at the Developer's office. The transferee/assignee shall undertake to be bound by the terms of this Agreement including payment of the transfer fees of Rs.____/- per square feet of Super Built-up Area plus applicable taxes.

13.4. The Assignment process shall be as per the guidelines laid down by the Developer/Promoter/Seller.

14. Maintenance of the Building / Project:

14.1. The Developer/Promoter shall be responsible to provide and maintain essential services in the Project for one (1) year from the date of Occupancy Certificate and thereafter the Owners Association shall maintain the common areas, amenities, facilities in the project. The cost of maintenance for one year has been included in the Total Price / will be collected along with the Total Price.

14.2. In the eventuality of maintenance for any period over and above one year and/or till handing over to the Association further payment will have to be paid by the Allottee. The liability to pay the Maintenance charges by the Allottee shall be from the date the Villament/Apartment is ready for possession for which a notice is served on the Allottee or from the date of Sale Deed or from the date the possession is handed over or deemed to have been handed over, whichever is earlier. The payment of common expenses/maintenance expenses shall be made to the Developer/Promoter/the Agency appointed by the Developer/Promoter for maintenance of all the common areas and facilities in the Project.

14.3. The Allottee shall also before Sale Deed is executed and registered, pay "CORPUS FUND" which is not included in the Total Sale Consideration through cheque drawn in the name of Owner's Association as specified by the Developer/Promoter, which shall be calculated per square feet of super built-up Area. The cheques received for the whole of the Corpus Fund made up of the contributions by the Allottee of the Villaments/Apartments in the 'Project' shall be retained by Developer/Promoter till the formation of Association and

the same shall be transferred to the Association so formed in the '**Project**' for their encashment. The Allottee of the Villament/Apartment in the '**Project**' or the Association shall have no right or authority to claim the refund/transfer of the corpus fund on sale/transfer before the formation of Association. The contribution towards Corpus Fund is collected to ensure funds availability for any major repairs or capital expenditure required to be incurred in the '**Project**'.

14.4. The Allottee shall pay twelve (12) months' monthly maintenance fee in advance. In the event 12 months maintenance including interest earned if any is used up and all the apartment owners don't pay additional amount, Seller is entitled to utilize Sinking Fund with interest earned for day-to-day maintenance in the interest of the project till the amount is contributed by Villament/Apartment owners. The Villament/Apartment owners are required to replenish the used-up portion without any delay. The Developer/Promoter is not at all bound to maintain Project if fund is exhausted and Villament/Apartment owners don't pay up further sum as may be demanded by the Developer/Promoter.

15. Defect Liability:

15.1. That it shall be the responsibility of the Allottee to maintain the Schedule 'B' Property in a proper manner and take all due care needed including but not limited to ensuring the joints in the tiles in the Schedule 'B' Property are regularly filled with white cement / epoxy to prevent water seepage. The Allottee shall not carry out any alterations of whatsoever nature in the Schedule 'B' Property and specifically, to the structure of the Schedule 'B' Property/ Building, which shall include but not be limited to columns, beams, fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of water. If any works are carried out without the written consent of the Developer/Promoter, the defect liability shall automatically become void. The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Schedule 'B' Property includes minor hairline cracks on the external and internal walls

excluding the RCC structure and which do not amount to structural defects and hence cannot be attributed to bad workmanship or inferior quality.

15.2. 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 Developer/Promoter as per the Agreement relating to such development, and such defects not being attributable to the acts or omissions of the Allottee, is brought to the notice of the Developer/Promoter within a period of 5 (five) years by the Allottee from the date of handing over the Schedule 'B' Property for interior works or from the date of intimation by the Developer/Promoter to handover the Schedule 'B' Property upon completion, it shall be the duty of the Developer/Promoter to rectify such defects without further charge within ninety (90) days, and in the event of Developer/Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive /recover appropriate compensation in the manner as provided under the Act. Provided however, that the word defect here means only the manufacturing & workmanship defect/s caused on account of willful neglect on the part of the Developer/Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of Schedule 'B' Property by the Allottee or occupants or by the Owner's Association and vagaries of nature etc.

15.3. The Developer/Promoter shall not be liable for making good the defects under this clause and the Allottee expressly absolves the Developer/Promoter from all liability towards structural defects, bad workmanship or quality under the following events:

- i. If the annual maintenance contracts are not done / renewed by the Allottee and/or the Association of Allottees.
- ii. If the Allottee or the Owner's Association has not maintained the Schedule 'B' Property / Building in a proper way and failure to carry out the repairs/maintenance on a regular basis.
- iii. If the Allottee or occupant or the Owner's Association has committed any deviation in usage /maintenance of the said Schedule 'B' Property in contravention to User Manual.

- iv. If the Allottee has committed a breach of any other condition laid out in this Agreement.
- v. If any damage/ bad workmanship/ inferior quality/ sub-standard works are done to the Schedule 'B' Property by Allottee or by the Owners' Association or by any third person on behalf of the Allottee.

15.4. It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement. Further the Allottee shall permit the Developer/Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Schedule 'B' Property or any part thereof to view and examine the state and condition thereof.

16. Right to enter the Schedule 'B' Property for Repairs:

16.1. The Developer/Promoter / Maintenance Agency / Association of Allottees shall have rights of unrestricted access of all Common Areas, covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Association of Allottees and/or Maintenance Agency to enter into the Schedule 'B' Property or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

17. Usage of service areas:

17.1. The service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire-fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans.

18. General compliance with respect to the Schedule 'B' Property:

18.1. The Allottee shall, after taking possession, be solely responsible to maintain the Schedule 'B' Property at his/her own cost, in good repair and condition and

shall not do or suffer to be done anything in or to the Building, or the Schedule 'B' Property or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Schedule 'B' Property and keep the Schedule 'B' Property, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

18.2. 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 Villaments/Apartments 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 chemicals in the Schedule 'B' Property or place any heavy material in the common passages/pathways of the Project. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Schedule 'B' Property.

18.3. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer/Promoter and thereafter the Association of Allottees and/or the Maintenance Agency. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

19. Nature of Right:

19.1. The Allottee shall have the following rights in Schedule 'B' Property:

- a) undivided proportionate share in the Schedule 'A' Property, described in Schedule 'B' herein;
- b) absolute ownership to the Schedule 'B' Property;

- c) exclusive right to use the parking space allotted (on purchase of the same) for parking light motor vehicles;
 - d) exclusive right to use the garden area abutting the Villament/Apartment without changing its nature or putting up construction thereupon and shall maintain the aforesaid garden area at his/her own cost and expenses and all time in a presentable manner;
 - e) right to use and enjoy the common areas and facilities within the Schedule 'A' Property, subject to payment of fees, if any, determined by the Developer/Promoter from time to time and sharing expenses for maintenance of such common areas and facilities along with all other owners of Villaments/Apartments;
 - f) right to use the club and facilities provided therein, subject to adhering conditions, rules and regulations that may be prescribed and paying the maintenance charges and infrastructure charges therein from time to time.
- 19.2. As per the plan of **SBR GLOBAL QUEENSVILLE** a few Villaments/Apartments are provided with a garden space abutting the Villament/Apartment. The allottees of such Villament/Apartment shall be entitled to exclusively use and enjoy the aforesaid garden space and shall not be entitled to put-up any constructions. The allottees recognize and agree that similarly the buyers of the other Villaments/Apartments in **SBR GLOBAL QUEENSVILLE** will also have the right to enjoy exclusively the garden abutting to it, even though all the Allottee together hold the undivided interest in the Schedule 'A' Property. None of the Allottee shall be entitled to object for such exclusive use of garden space abutting the Villaments/Apartments allotted to them, the entire scheme of the development is designed and laid out based on the enjoyment of the private garden areas as aforesaid. The Allottee shall not encroach upon the garden areas allotted to other buyers and the Allottee shall maintain the garden area attached to the Schedule 'B' Property at his/her/their own cost and expense and at all times in a presentable manner. In case the Allottee has to rebuild the Villament/Apartment due to any eventuality including due to destruction by acts of God, the Allottee agrees to maintain the plinth of the Villament/Apartment only to the present level and rebuild the Villament/Apartment with the same size and elevation as is now

by obtaining the necessary statutory approvals from the Concerned Authorities. The Allottee shall not be entitled to change the elevation and/or construct additional floors in the Villament/Apartment.

19.3. The Allottee hereby acknowledges that the Villament/Apartment and the undivided share in the land described in Schedule 'B' hereunder shall always be treated as a single indivisible unit for all purposes and cannot be transferred or dealt with separately. Other than the car parking space/s for LMV attached to the Schedule 'B' Property, the Allottee shall not have any claim, right or interest whatsoever in respect of the remaining parking spaces in the Schedule 'A' Property and the Developer/Promoter shall be entitled to deal with the same and shall have the right to allot the use of the same to any buyer/s of the Villaments/Apartments.

19.4. The Allottee agrees to own and enjoy Schedule 'B' Property in common with other owners or Allottee of undivided shares in Schedule 'A' Property and exclusively own Schedule 'B' Property and shall be entitled to such rights stated in Schedule 'G' herein and the Allottee be liable to comply with and adhere to the restrictions and obligations imposed on the Allottee as detailed in Schedule 'H' herein. The rights and obligations so detailed in Schedules 'G' and 'H' hereunder are common to all Villament/Apartment owners. The Developer/Promoter however shall be entitled to confer additional benefits and rights to specific Allottee at their discretion in respect of which the Allottee has no objection.

19.5. The Schedule 'A' Property includes Parks & Open Spaces and Road widening area which have been relinquished in favour Bangalore Development Authority as per rules for approval for building plans. The area of Schedule 'B' Property is calculated after deducting from the Schedule 'A' Property **land portions earmarked for parks and open space and Road widening area relinquished in favour of Bangalore Development Authority, internal roads/driveways, visitors parking**. The Allottee of Villament/Apartment shall retain nature of usage of all said areas relinquished in favour of Bangalore Development

Authority, internal roads/driveways, visitors parking without changing/altering their nature or usage.

19.6. The Allottee further covenants to use and enjoy all other common areas, facilities and amenities such as internal roads/driveways, common electrical lines and lighting, water lines from bore wells, sewers line through STP, drains, pipes, pavements, etc., in common with other owners and other occupants of Villaments/ Apartments in Schedule 'A' Property. The Allottee shall not place objects/things/articles which hinder free use of any of these common areas, facilities and amenities.

19.7. The Allottee shall not require or undertake any additions/deletions/modifications/ changes in position etc., of the windows, doors, overall footprints of the Villament/Apartment, internal layout of the Villament/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 Developer/Promoter.

19.8. The Allottee shall not make any structural alterations to the Schedule 'B' Property and/or effect any change to the plan or elevation and shall not enclose the open terrace, if any attached to the Villament/Apartment or enclose the Villament/Apartment with Compound wall. The Allottee while carrying on the interior decoration work within the Schedule 'B' Property shall not cause any nuisance/ annoyance to the occupants of the other Villaments/ Apartments and shall not use the common areas, roads, open spaces in the Schedule 'A' Property for dumping materials/debris etc. The Allottee shall strictly observe the rules, regulations, restrictions that may be generally/ specifically imposed/prescribed by the Developer/Promoter or the agency appointed for the maintenance of all common areas and facilities in **SBR GLOBAL QUEENSVILLE** for carrying on the interior decoration work within the Schedule 'B' Property.

19.9. The Allottee shall undertake all interior-related works, repairs and renovations in the Schedule 'B' Property only on weekdays, i.e, Monday to Saturday, during 9 A.M. and 7 P.M. The Developer/Promoter shall not be held responsible for any breakages and/or damages to the Villament/Apartment during interior works, renovation/repair works undertaken by the Allottee. The Developer/Promoter shall also be not responsible for any accidents, injury or loss of life, or pilferage during the course of the interior works of any materials belonging to the Allottee.

19.10. The parking space specifically provided in the Schedule 'B' Property is for exclusive use and enjoyment 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 parking space.

19.11. Two-wheelers / Cars / other vehicles shall not be parked in the internal driveways, which may hinder the flow of vehicular movement.

19.12. The landscape, parks and open spaces provided in SBR GLOBAL QUEENSVILLE will be in accordance with the designs formulated by the Developer/Promoter and other than them no one else has the power or authority to alter/modify the same. None of the allottees of the Villaments/Apartments in the Schedule 'B' Property shall meddle with the aforesaid space/s and/or its designs and same shall not be disfigured or misused at any time.

20. Club:

20.1. The Developer/Promoter is providing two club houses in the project/development. The Allottee is entitled to utilize the facilities available therein according to the terms and conditions and on payment of the monthly maintenance charges (for maintaining the club houses), infrastructure charges and other charges as may be prescribed by the Developer/Promoter or by any Agency appointed by the Developer/Promoter to operate and manage the Club Houses. The proportionate monthly maintenance charges, infrastructure charges and other charges for maintenance and upkeep of the facilities and

amenities in the club houses will be added to the monthly maintenance charges of their respective Villament/ Apartment.

21. Owners Association:

- 21.1. The Allottee hereby agrees and undertakes to become a member/s of the Owners' Association as and when formed by the Developer/Promoter and/or by all the Allottees in the Schedule 'A' Property and sign and execute all applications for Membership and other papers, bye-laws and documents as may necessary to form the Association and/or run the said Association. The Allottee shall observe and comply with all the bye-laws and all the rules and regulations of the said Owners' Association and proportionately share the expenses for running the Association and its activities.
- 21.2. It is specifically made clear that the said Owners' Association on its formation is not only for the purpose of attending to the social activities of its members consisting of the owners/occupants of the development in SBR GLOBAL QUEENSVILLE but also for the management, administration and control of the infrastructure and for collecting common expenses/Maintenance charges for up-keep and maintenance of Infrastructure and all other amenities, facilities etc.
- 21.3. **Bye-Laws, Rules and Regulations** - The Allottee shall also observe and abide by all the bye-laws, rules and regulations prescribed by the Association, State/Central Government, City/Town Municipal Council, Bangalore Development Authority, Bruhat Bangalore Mahanagara Palike or any other authority with regard to ownership or enjoyment of their Villament/ Apartment.
- 21.4. **Third-party transfer** - In case the Allottee transfer the Villament/ Apartment to any third party, they shall ensure that the relevant documents include all the terms of the Association and the Bye-laws as a condition of sale, unless otherwise modified by the Association from time to time, which shall be binding upon the new purchasers as well as any subsequent assigns.

21.5. Rights of Association members - The Association will ensure that all provisions of this Agreement are carried into effect fully and completely by-passing appropriate resolutions for the said purpose. The Association and all its members shall also ratify, confirm, and adopt this Agreement, and other ancillary agreements which the Developer/Promoter will enter into with other allottees of Villaments/Apartments in the Project.

22. Compliance of Laws, Notifications etc., by the Parties:

22.1. The Parties are entering into this Agreement for the allotment of the Schedule 'B' Property with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

23. Additional Constructions:

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

24. Binding Effect:

24.1. Forwarding this Agreement to the Allottee by the Developer/Promoter does not create a binding obligation on the part of the Developer/Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same if required before the jurisdictional Sub-Registrar, Gandhinagar, Bengaluru as and when intimated by the Developer/Promoter. If the Allottee fails to execute and deliver to the Developer/Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee as and when intimated by the Developer/Promoter, then the Developer/Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within _____ 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.

25. Entire Agreement:

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

26. Right to Amend:

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

27. Applicability:

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

28. Waiver not a limitation to enforce:

28.1. The Developer/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 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 Developer/Promoter in the case of one allottee shall not be construed to be a precedent and /or binding on the Developer/Promoter to exercise such discretion in the case of other allottees.

28.2. Failure on the part of the Parties 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.

29. Severability:

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

30. Method of calculation of proportionate share wherever referred to in the Agreement:

30.1. Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other allottee(s) in the Project, the same shall be the proportion which the Super Built Up Area of the Schedule 'B' Property bears to the total Super Built Up Area of all the Villaments/ Apartments in the Project.

31. Further Assurances:

31.1. 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.

32. Notices:

32.1. That all notices to be served on the Allottee and the Developer/Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Developer/Promoter by Registered Post at their respective addresses specified in the beginning of this Agreement.

32.2. It shall be the duty of the Allottee and the Developer/Promoter to inform each other of any change in address after 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 Developer/Promoter or the Allottee, as the case may be.

33. Joint Allottees:

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

33.2. Disputes between Joint Applicants:

- a. In the event of any dispute or difference of opinion arising between the Joint Applicants regarding the Villaments/Apartments, the terms and conditions of this Agreement, or any other matter related to the Villaments/Apartments, the Developer/Promoter shall not be responsible for resolving such dispute.
- b. The Joint Applicants hereby agree to hold the Developer/Promoter harmless and indemnify it against any losses, costs, or damages that may arise from such dispute.
- c. In the event of such dispute, the Developer/Promoter reserves the right to terminate this Agreement and forfeit the applicable amount paid by the Joint Applicants. The balance amount, if any, shall be refunded as follows:
 - If the payment was made through a bank loan, the refund shall be credited to the loan account of the borrower whose name appears on the loan document.
 - If the payment was made by the Joint Applicants themselves, the refund shall be credited to the account of the respective Applicants.
- d. The Joint Applicants agree to provide timely notice to the Developer/Promoter in writing of any dispute arising between them, and to keep the Developer/Promoter informed of the status of such dispute.
- e. The Developer/Promoter shall not be liable for any consequences arising from the Joint Applicants' failure to provide such notice or to resolve their dispute in a timely manner.

34. Savings:

34.1. Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the Schedule 'B' Property, prior to the execution and registration of this Agreement shall not be construed to limit the rights and interests of the Allottee under the Agreement or under the Act or the rules or the regulations made there under.

35. Governing Law:

35.1. 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.

36. Dispute Resolution:

36.1. 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.

In witness whereof, the Parties hereinabove named have set their respective hands and signed this Agreement at Bengaluru in the presence of attesting witness, signing as such on the day first above written.

Schedule - 'A'
(Description of the Said Land)

Item No. 1

All that piece and parcel of the Industrially converted land bearing **Survey No. 145/1**, measuring **02 acres** (converted vide Official Memorandum No. ALN:[S]: SR: [K]/194/2008-09 dated 24/04/2009, issued by the Special Deputy Commissioner, Bengaluru District, Bengaluru), situated at **Kumbalgodu Village, Kengeri Hobli, Bengaluru South Taluk** and is bounded on the:

East by : Property bearing Survey No. 145/2;

West by : Property bearing Survey No. 145/4;
North by : Portion of Survey No. 98; and
South by : Road.

Item No. 2

All that piece and parcel of the Industrially converted land bearing **Survey No. 145/2**, measuring **03 acres** (converted vide Official Memorandum No. ALN:[S]: SR: [K]/ 88/2008-09 dated 07/11/2008, issued by the Special Deputy Commissioner, Bengaluru District, Bengaluru) situated at **Kumbalgodu Village, Kengeri Hobli, Bengaluru South Taluk** and is bounded on the:

East by : Property bearing Survey No. 145/3;
West by : Property bearing Survey No. 145/1;
North by : Portion of Survey No. 98; and
South by : Road.

Item No. 3

All that piece and parcel of the Industrially converted land bearing **Survey No. 145/4**, measuring **03 acres 04 guntas** (converted vide Official Memorandum No. ALN:[S]: SR: [K]/ 88/2008-09 dated 07/11/2008, issued by the Special Deputy Commissioner, Bengaluru District, Bengaluru) situated at **Kumbalgodu Village, Kengeri Hobli, Bengaluru South Taluk** and is bounded on the:

East by : Property bearing Survey No. 145/1;
West by : Property bearing Survey No. 98/2;
North by : Portion of Survey No. 98; and
South by : Road.

Composite Schedule

All that piece and parcel of the industrially converted land bearing **Survey No. 145/1**, measuring **02 acres**; **Survey No. 145/2**, measuring **03 acres**; and **Survey No. 145/4**, measuring **03 acres 04 guntas**; measuring in total **08 acres 04 guntas**, all the above properties are conjoint to each other and forms a composite block and are situated at **Kumbalgodu Village, Kengeri Hobli, Bengaluru South Taluk, Bengaluru** and the composite property is bounded on.

East by : Property bearing Survey No. 145/3;
West by : Deepak Farm (portion of Survey No. 98);
North by : Portion of Survey No. 98; and

South by : Road.

Total Land measures 32779.26 square meters (08 Acres 04 Guntas) and out of which an extent of 3836.9 square meters is relinquished in favour of Bangalore Development Authority reserved for parks, open spaces and widening of Road and the land available for UDS is 28942.36 square meters (311535.56 square feet).

Schedule - 'B'

(Description of the Villament/Apartment agreed to be sold)

Villament/ Apartment bearing No.____ in Wing ' __ ' being constructed on the Schedule 'A' Property having a super built-up area of ____ **Square Meters** (i.e., ____ Square Feet), in the project "SBR GLOBAL QUEENSVILLE", with exclusive right to use and enjoy the garden space abutting the Villament measuring ____ square feet / with exclusive right to use and enjoy the terrace area abutting the Apartment measuring ____ square feet, demarked in ____ colour in the annexed plan along with ____ square meters (i.e., ____ square meters) undivided share, right, title and interest in Schedule 'A' Land and the Villament/ Apartment bounded on the:

East by:

West by:

North by:

South by:

Schedule - 'C'

(Description of Proportionate Undivided share in Common Areas)

____ square feet (approximately) of proportionate undivided share, right, title, interest and ownership in the Common Areas and facilities in "SBR GLOBAL QUEENSVILLE" which is subject to variation upon overall completion of the project.

Schedule - 'D'
(Payment Plan)

PAYMENT SCHEDULE	Rs	Rs.

Schedule - 'E'

(Specifications of the Villament/ Apartment)

Schedule - 'F'

(Specifications of the Project)

List of common amenities

Schedule - 'G'

Rights of the Allottee:

The Allottee shall have the following rights with respect to the Schedule 'B' Property;

- a. The right to own the Villament/Apartment described in the Schedule 'B' above for residential purposes.
- b. 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 internal roads, passages and common areas in SBR GLOBAL QUEENSVILLE for ingress and egress and use in common.
- c. The right to free and uninterrupted passage of water, gas, electricity, sewerage, etc., to the Schedule 'C' Property 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 Schedule 'A' property.
- d. Right to lay cables or wires for Radio, Television, Telephone and such other installations, through any part of the Schedule 'A' Property, however, recognizing and reciprocating such rights of the owners of other Villaments/Apartments.
- e. Right of entry and passage for the Allottee with/without workmen to other parts of the SBR GLOBAL QUEENSVILLE at all reasonable times for the purpose of repairing, cleaning, maintaining or removing the sewer, drains and water courses, cables, pipes and wires causing as little disturbance as possible to the other Villament/Apartment owners and making good any damage caused.
- f. Right to use along with other owners of SBR GLOBAL QUEENSVILLE all the common facilities provided in the Schedule 'A' Property on payment of such sums as may be prescribed from time to time by the Developer/Promoter and/or the Agency appointed by the Developer/Promoter.
- g. Right to use and enjoy the common roads, common areas and common facilities in "SBR GLOBAL QUEENSVILLE" subject to payment of fees, if any, as determined by the Seller from time to time and in accordance with the purpose for which they are provided without endangering or encroaching the lawful rights of other owners/users.
- h. Right to make use of all the common roads and passages provided in the Schedule 'A' Property without causing any obstruction for free movement therein.

SCHEDULE 'H'

Obligations/Restrictions on the Allottee:

1. Not to raise any construction in addition to that mentioned in Schedule 'B' above.
2. Not to use or permit the use of the Schedule 'B' Property in a manner which would diminish the value or the utility therein or that of SBR GLOBAL QUEENSVILLE.
3. Not to use the space left open after construction in the Schedule 'A' Property 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.
4. The Allottee has no objection whatsoever to the Seller managing the entire development in the Schedule 'A' Property by itself or handing over the common areas and the facilities to one or more maintenance company/ies or to the association or federation of the associations as and when they are formed.
5. The Owners of Villaments/Apartments will form the Owners' Association to manage the Common Areas of SBR GLOBAL QUEENSVILLE and the facilities and amenities in the Club Houses developed/constructed in the Schedule 'A' Property and the Allottee shall become a member of the Owners' Association and agree to observe and perform the terms and conditions and bye-laws and rules and regulations of the Association that will be formed and pay the fees that may be required. The Developer/Promoter will only facilitate formation of the Owners Association in this regard. The maintenance of the common areas in SBR GLOBAL QUEENSVILLE shall be done by the Developer/Promoter or by a maintenance company for **one (1)** year from the date of Occupancy Certificate i.e., official maintenance period and Owners' Association shall take it over immediately thereafter and properly manage and provide all facilities to the occupants and collect from them proportionate share of maintenance cost and outgoings as required. The Developer/Promoter would maintain the common areas during official maintenance period from the contributions made by the Owners of Villaments/Apartments and the official maintenance period shall commence from the date of Occupancy certificate.
6. If the handing over date is prior to official maintenance date notified by the Developer/Promoter, then the Allottee shall be liable to pay common area maintenance only from official maintenance date. However, if handing over date is subsequent to official maintenance date, then the Allottee shall be liable to pay maintenance charges either from the date possession of the Villament/Apartment for which a notice is served on the Allottee or from the date of the Sale Deed whichever is earlier.
7. The Owners/Occupants shall contribute proportionate charges for upkeep and maintenance of the common areas and services in SBR GLOBAL QUEENSVILLE by

way of monthly maintenance fee which may be collected either quarterly or annually in advance. The monthly maintenance fee may not be less than Rs. ____/- (Rupees _____ only) /- per square feet of built-up area of the Schedule 'B' Property, to be reviewed from time to time with periodic escalation. Each of the Owners shall contribute proportionate additional amount whenever the amount contributed is exhausted and/or insufficient for the purpose. At the time of taking possession of the Schedule 'B' Property, the Allottee shall pay twelve (12) months' monthly maintenance fee in advance and further twelve (12) months' monthly maintenance fee as contribution towards Reserve Fund. The Reserve Fund will be utilized towards major work and capital expending required to be incurred for maintenance of SBR GLOBAL QUEENSVILLE. The Developer/Promoter is not liable or bound to maintain the common areas or collect the maintenance charges, once the official maintenance period is over.

8. In the event, the Owners Association is not formed within the official maintenance period of 1 year, the Seller may at its sole discretion either confirm the maintenance or walk-out from the Project by handing over the maintenance to the Core Committee / Ad hoc Committee of the Villaments/Apartments Owners. The maintenance charges incurred by the Developer/Promoter post this official maintenance period / during the extended period will be deducted from the Corpus fund & balance with the interest accrued shall be transferred to the Owners Association.
9. Each of the owners of the Villaments/Apartments in SBR GLOBAL QUEENSVILLE shall make onetime payment by contributing proportionate charges for Corpus Fund / Sinking Fund, calculated at the rate of Rs. ____/- (Rupees _____ only) Per Square Feet of the super built-up area of the Schedule 'B' Property and the said payment is in addition to the payment of common expenses for maintenance of SBR GLOBAL QUEENSVILLE. Each of the Owners shall contribute proportionate additional amount, if at any point of time the Developer/Promoter feels that amount contributed is exhausted and/or insufficient for the purpose.
10. It is hereby clarified and agreed that the expenses relating to common areas and common facilities within SBR GLOBAL QUEENSVILLE shall be borne by the owners/occupants of the Villament/Apartment. However, it is the primary responsibility of Allottee to pay the same.
11. No 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 in SBR GLOBAL QUEENSVILLE or in the Schedule 'A' Property. The Developer/Promoter is not liable to contribute any common expenses or maintenance charges for unsold Villas.
12. The Allottee shall use the Villament/Apartment as a private residence only and the

car-parking space for parking a light motor vehicle and not for any other purpose. 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.

13. The Allottee in the event of leasing the Schedule 'B' Property shall keep informed the Developer/Promoter or Agency maintaining the common areas or Owners Association about the tenancy of the Schedule 'B' Property and giving all the details of the tenants and occupants. Notwithstanding the leasing, the primary responsibility to adhere to all the rights and obligations of the Allottee 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 Villaments/Apartments in SBR GLOBAL QUEENSVILLE.
14. The Allottee shall maintain the front, side and rear elevations of the Villament/Apartment in the same form as the Developer/Promoter constructs and not at any time alter the said elevation in any manner whatsoever.
15. The Allottee shall from the date of handing over possession, maintain the Schedule 'B' Property at his/her cost in a good condition and shall not do or suffer to be done anything in or to the said Schedule 'B' Property and/or common passages, which may be against the rules and bye-laws of any other authority. The Allottee shall keep the Villaments/Apartments walls, roof, drains, pipes and appurtenances thereto belonging in good condition and shall not do any work which jeopardises 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 basement.
16. The Allottee shall, from time to time, do and execute all further acts, deeds, matters and things as may be reasonably required by the Developer/Promoter for duly implementing the terms and intent of this Agreement and for the formation of Owners' Association.
17. Since the Allottee is to own the aforesaid undivided interest in the land described in the Schedule 'B', it is specifically agreed that the Allottee shall be entitled in common with the other allottees of Villaments/Apartments in SBR GLOBAL QUEENSVILLE to use and enjoy the common areas and facilities listed hereunder:
 - a) Entrance and Common Passages and internal roads in SBR GLOBAL QUEENSVILLE;
 - b) Pumps/Generators;
 - c) Other common facilities
18. The Allottee shall carry out at his/her own cost such repairs and maintenance to

water lines, sewerage lines and the like in the Schedule 'B' Property in the event of there being any complaint of leakage/seepage of water or sewerage.

19. The cost of repairing and maintaining the internal/feeder/access and driveways and other common facilities within SBR GLOBAL QUEENSVILLE will be borne and paid proportionately by all the Villament/Apartment owners.
 - a) The Allottee/occupant shall not at any time cause any annoyance, inconvenience or disturbance and Allottee/occupant specifically shall not close the internal passages and other common areas within SBR GLOBAL QUEENSVILLE.
 - b) Make any structural alterations or fresh openings inside the Villament/Apartment.
 - c) Default in payment of any taxes or levies to be shared by the other owners of the Schedule 'B' Property or common expenses for maintenance of SBR GLOBAL QUEENSVILLE.
 - d) Install machinery, store/keep explosives, inflammable/prohibited articles which are hazardous, dangerous or combustible in nature.
 - e) Use the Villament/Apartment or portion thereof for purpose other than for residential purposes and not to use for any illegal or immoral purposes.
 - f) Create any nuisance or disturbance or misbehave in the matter of enjoying the common facilities provided to all the Owners in SBR GLOBAL QUEENSVILLE.
 - g) Refuse to pay such sums as are demanded for use and enjoyment of common facilities in SBR GLOBAL QUEENSVILLE.
 - h) Misuse the facilities provided for common use of SBR GLOBAL QUEENSVILLE.
20. The Allottee/occupant shall not throw garbage/used articles/rubbish in any part of the common areas, parks and open spaces, roads and open spaces left open in SBR GLOBAL QUEENSVILLE. The Allottee/occupant shall strictly follow rules and regulations for garbage disposal as may be prescribed by the Developer/Promoter or Agency maintaining the common areas and facilities in SBR GLOBAL QUEENSVILLE or by the Owners' Association. The Allottee/occupant is obligated to segregate the waste – solid & wet waste management at villament/Apartment level as may be prescribed by the concerned authorities from time to time.
21. The Allottee/occupant shall keep all the pets confined within the Schedule 'B' Property and shall not let loose the pets outside the Schedule 'B' Property and shall ensure that the pets do not create any nuisance/disturbance to the other

owners/occupants. The Allottee / occupant shall use dog waste bags / Poop bags to clean up / disposal of the Pet poop.

22. The Allottee/occupant shall use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in Schedule 'A' Property and permit free passage of water, sanitary, electricity and electrical lines, in accordance with the Rules, Regulations, Bye-Laws and terms of the Association.
23. The Allottee/occupant shall permit the Seller 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 Villament/Apartment /Parking Space or any part thereof for the purpose of repairing, maintaining, re-building, cleaning and keeping in order and condition all services, drains, 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 occupiers of such who have defaulted in paying the share of the common maintenance charges.
24. The common areas and facilities shall remain undivided and no 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 'B' Property.
25. The Allottee shall pay to the Developer/Promoter or Maintenance Company or Owners' Association as the case may be the following expenses in proportion to its share in Schedule 'B' Property.
 - a) Expenses for maintenance of pump sets, generators and other machineries, common sanitary and electrical connections in SBR GLOBAL QUEENSVILLE including the cost of AMC's for these equipment;
 - b) Electricity consumption charges for running all common services and lighting the common areas, and all open areas and for facilities in SBR GLOBAL QUEENSVILLE;
 - c) Cost of replacement of electrical fittings and bulbs in all common areas, driveway and open places in SBR GLOBAL QUEENSVILLE;
 - d) Expenses incurred in the maintenance of landscape, Gardens, pots and other plants in SBR GLOBAL QUEENSVILLE;
 - e) Salaries and wages payable to the property manager, security guards, plumbers, electricians, gardeners, pumps and generator operators and all other staff appointed for SBR GLOBAL QUEENSVILLE;

Such other expenses which are common in nature and not attributable to any Villament/ Apartment in particular but relates to the development in "Pavilion Villas" in general.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee (including joint buyers)

(1) Signature _____

Name _____

Address _____

Please affix
photograph
and sign
across the
photograph

(2) Signature _____

Name _____

Address _____

Please affix
photograph
and sign
across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Landowners (Rep. by GPA Holder)

(1) Signature _____

Name _____

Address _____

Please affix
photograph
and sign
across the
photograph

Developer/Promoter (Authorized signatory)

(1) Signature _____

Name _____

Address _____

Please affix
photograph
and sign
across the
photograph

At Bengaluru on __/__/____ in the presence of Witnesses:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____