

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE IS MADE AND EXECUTED ON THIS THE _____ DAY OF _____, YEAR TWO THOUSAND TWENTY- _____ (___/___/20___ at BENGALURU:

BY

SHRENO LIMITED

(formerly Alembic Glass Industries Limited)

CIN:U45202KA2008PTC046145

Incorporated under the Companies Act, 1956,

Having its Registered Office

at Alembic Road, Vadodara 390 003

PAN: _____

Email : _____

Having its Corporate Office

At _____ Bengaluru _____

Represented by its Authorized Signatory, pursuant to a board resolution dated _____:

Mr. _____

Hereinafter referred to as the “**Promoter**” (Which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors, representatives, agents, administrators, nominees and assigns, etc.,) **OF THE ONE PART;**

In favour of

Mr./ Ms./Mrs. _____

Son of / Wife of / Daughter of _____

Aged about ____ years

Residing at _____

PAN: _____

Email _____

(If the allottee is an Individual)

M/s _____ (Name of the Company)

A company incorporated under the Companies Act, 2013,

having its registered office at _____

CIN: _____

Represented by Mr./Ms. _____

(If the allottee is a company)

M/s _____ (Name of the Firm)
A partnership firm registered under the Partnership Act, 1932,
having its principal place of business at

PAN: _____
Represented by Mr./Ms. _____

(If the allottee is a Partnership firm)

Hereinafter referred to as the “**Allottee**” (which expression and manifestation shall, unless it be repugnant to or be inconsistent with the context or meaning thereof be, deemed to admit, mean and include, in the case of a/ an: (i) individual or individuals, his, her or their respective heir(s), legal representative(s), executor(s), administrator(s), successor(s) and permitted assigns (ii) company, corporation, or limited liability partnership, its successor(s) and permitted assign(s), the partners from time to time of the firm and the heirs, legal representatives, executors and administrators, of its last surviving partner (iii) partnership firm, the partners from time to time of the firm and the heirs, legal representatives, executors and administrators, of its last surviving partner its or their successors and permitted assigns (iv) Hindu undivided family, the Karta and manager and the coparceners from time to time thereof and the survivors or survivor of them and the heirs, legal representatives, executors and administrators, of the last survivor of them, its or their successors and permitted assigns and (v) trust, the trustees for the time being and from time to time of the trust and the survivors or survivor of them and its/their successor(s) and permitted assign(s)) of the **OTHER PART**.

The **Promoter** and **Allottee/s** shall be individually referred to as “Party” and collectively as “Parties”.

RECITALS

Whereas

- I. The Promoter is the sole and absolute owner in right, title, interest, enjoyment and in possession of all that pieces and parcels of 37 Acres and 10.2 guntas (excluding 1 Acre 13 guntas Kharab land), the lands formed in in Survey nos. 20, 21, 22, 23, 24 (24/1, 24/2, 24/3), 25 (25/1, 25/2 & 25/3) and 26/1 of Pattanduru Agrahara

Village, KR Pura 3 Hobli, Bengaluru East Taluk, Bengaluru bounded on the east by road, west by road, north by Survey no. 214, 217 and 218 of Kadugodi Village and south by Survey no. 28, 27, 26/2, 26/3 of Pattanduru Village, which is hereinafter referred to as the “**Larger Property**”;

II. The title of the Promoter, then known as Alembic Glass Industries Limited (‘Alembic’), to the Larger Property was as follows:

(1) The lands in Survey Nos. 20, 21 & 22 admeasuring 15 Acres was purchased by Alembic from Major J.I. Oag by the Sale Deed dated 23.3.1960 registered as Document No. 5701 of 1959-1960 of Book I, Volume 161, pages 48 to 52 in the office of the Sub-registrar of South Taluk, Bangalore. Pursuant to the above Sale Deed, the mutation was affected in the name of Alembic and it has been paying taxes regularly to the local authorities. The said lands were converted for Non-Agricultural purposes *vide* Official Memorandum bearing No. ALN.SR.511/62-63, dtd. 23.06.1963 issued by the Office of the Deputy Commissioner, Bangalore.

(2) The lands in Survey No. 23 admeasuring 6 Acre 03 guntas (excluding 12 guntas B Kharab land) was purchased by Alembic from Shri. Nanjunda Reddy son of late Yella Reddy and others by the Sale Deed dated 16.10.1962 registered as Document No. 4843 of 1962-63 of Book I, Volume 358, pages 202 to 206 in the office of the Sub-registrar of South Taluk, Bangalore. Pursuant to the above Sale Deed, the mutation was affected in the name of Alembic and it has been paying taxes regularly to the local authorities. The said lands were converted for Non-Agricultural purposes *vide* Official Memorandum bearing No. B-Dis.ALN-SR-112, dtd.22.03.1974 issued by the Office of the Deputy Commissioner, Bangalore.

(3) The lands in Survey No. 24/1 admeasuring 2 Acres 24 guntas (excluding 5 guntas B Kharab land) was purchased by Alembic from Shri. Thimmaraya Reddy alias Thimmarayappa son of late Yella Reddy and others by the Sale Deed dated 16.10.1962 registered as Document No. 4842 of 1962-63 of Book I, Volume 357, pages 150 to 152 in the office of the Sub-Registrar of South Taluk, Bangalore. Pursuant to the above Sale Deed, the mutation was affected in the name of Alembic and it has been paying taxes

regularly to the local authorities. The said lands were converted for Non-Agricultural purposes *vide* Official Memorandum bearing No. B-Dis.ALN-SR-112, dtd.22.03.1974 issued by the Office of the Deputy Commissioner, Bangalore;

(4) The lands in Survey No. 24/3 admeasuring 1 Acre 27 guntas, lands in Survey no. 24/2 admeasuring 1 Acre 06 guntas (excluding 4 guntas B Kharab Land) was purchased by Alembic from Shri. Byrappa and Shri. Pillappa and others by the Sale Deed dated 16.10.1962 registered as Document No. 4833 of 1962-63 of Book I, Volume 358, pages 196 to 200 in the office of the Sub-Registrar of South Taluk, Bangalore. Pursuant to the above Sale Deed, the mutation was affected in the name of Alembic and it has been paying taxes regularly to the local authorities. The said lands were converted for Non-Agricultural purposes *vide* Official Memorandum bearing No. B-Dis.ALN-SR-112, dtd. 22.03.1974 issued by the Office of the Deputy Commissioner, Bangalore;

(5) The lands in Survey No. 25/1 admeasuring 1 Acre 22 guntas (excluding 4 guntas B Kharab land) was purchased by Alembic from Shri Subbarayappa son of late Karagadha Bachappa and others by the Sale Deed dated 16.10.1962 registered as Document No. 4836 of 1962-63 of Book I, Volume 362, pages 49 to 54 in the office of the Sub-registrar of South Taluk, Bangalore. Pursuant to the above Sale Deed, the mutation was affected in the name of Alembic and it has been paying taxes regularly to the local authorities. The said lands were converted for Non-Agricultural purposes *vide* Official Memorandum bearing No. B-Dis.ALN-SR-112, dtd. 22.03.1974 issued by the Office of the Deputy Commissioner, Bangalore;

(6) The lands in Survey No. 25/2 measuring 1 Acre 26 guntas was purchased by Alembic from Shri Nanjundappa son of late Veeraswamappa and others by the Sale Deed dated 19.10.1962 registered as Document No. 4834 of 1962-63 of Book I, Volume 360, pages 169 to 174 in the office of the Sub-registrar of South Taluk, Bangalore. Pursuant to the above Sale Deed, the mutation was affected in the name of Alembic and it has been paying taxes regularly to the local authorities. The said lands were converted for Non-Agricultural purposes *vide* Official Memorandum bearing

No. B-Dis.ALN-SR-112, dtd. 22.03.1974 issued by the Office of the Deputy Commissioner, Bangalore;

(7) The lands in Survey No. 25/3 admeasuring 3 Acres 19 guntas (excluding 4 guntas B Kharab land) was purchased by Alembic from Shri Sanjeevappa son of Pilliah and others by the Sale Deed dated 16.10.1962 registered as Document No. 4832 of 1962-63 of Book I, Volume 357, pages 145 to 150 in the office of the Sub-registrar of South Taluk, Bangalore. Pursuant to the above Sale Deed, the mutation was effected in the name of Alembic and it has been paying taxes regularly to the local authorities. The said lands were converted for Non-Agricultural purposes *vide* Official Memorandum bearing No. B-Dis.ALN-SR-112, dtd. 22.03.1974 issued by the Office of the Deputy Commissioner, Bangalore;

(8) The lands in Survey No. 26/1 measuring 3 Acres 25 guntas (excluding 4 guntas B Kharab land) was purchased by Alembic from Shri Abbiah Reddy son of Veerabhardraiah by the Sale Deed dated 16.10.1962 registered as Document No. 4831 of 1962-63 of Book I, Volume 362, pages 45 to 49 in the office of the Sub-registrar of South Taluk, Bangalore. Pursuant to the above Sale Deed, the mutation was effected in the name of Alembic and it has been paying taxes regularly to the local authorities. The said lands were converted for Non-Agricultural purposes *vide* Official Memorandum bearing No. ALN-SR-939 dtd. 26.10.1964 issued by the Office of the Deputy Commissioner, Bangalore;

- III. In pursuance to the order of the Honourable High Court of Gujarat at Ahmedabad (Original Jurisdiction) on 21st July 2006 in Company Petition No.45, 46 of 2006 connected with Company Application No.79, 80 of 2006 sanctioning the scheme of arrangement in the nature of amalgamation under Section 391 and 394 of the Companies Act, 1956 by Alembic Glass Industries Limited and Shreno Limited, the assets of Shreno Limited were deemed to have been transferred to and vested with Alembic Glass Industries Limited. The Promoter, pursuant to the provisions of the referred scheme of arrangement, the Assistant Registrar of Companies, Gujarat, Dadra and Nagar Haveli issued a fresh Certificate of Incorporation dated 19.9.2006 recording the change of name of the Promoter from Alembic Glass Industries Limited to Shreno Limited;

- IV. The Larger Property was converted for non-agricultural purposes *vide* Official Memorandum bearing No. LCCP100644/2020 dated 11.02.2020 issued by the Deputy Commissioner, Bangalore District under the Karnataka Land Revenue Act (**“Land Revenue Act”**). An extent of 14 guntas of ‘A’ Kharab land in Survey No. 21 was regularized & converted for commercial purpose *vide* Official Memorandum bearing No. LCCP102517/2023 dated 22.02.2023 issued by the Deputy Commissioner, Bangalore District as per the provisions of the Karnataka Land Revenue Act, 1964;
- V. As the Larger Property came within the folds of the Bruhath Bangalore Mahanagara Palike (**“BBMP”**) within Ward Number 83, it has been mutated as Khatha Number 364. The Promoter has paid all the property taxes till date on the Larger Property;
- VI. Bangalore Development Authority (**“BDA”**) being the local planning authority under the Karnataka Town and Country Planning Act (**“Town Planning Act”**) has approved the development plan of the Larger Property for residential and commercial development as per its Work order dated 20.03.2023 (**“Development Plan”**). As required under the Town Planning Act and the Development Plan, the Promoter has executed a Relinquishment Deed on 23.12.2022 registered as Document no. 3184 of 2022-23 in Book I in favour of the BDA to relinquish the area reserved for Parks and open spaces and road widening portion in favour of the latter;
- VII. As per the plan of the Promoter, out of the Larger Property, the property measuring 15 Acres 11.14 Guntas is going to be developed to put up residential apartment buildings. The said extent of 15 Acres 11.14 Guntas or 61,829.88 Sq. Meters of land in Sy.nos. 23, 24/1, 24/2, 24/3, 25/1, 25/2, 25/3 and 26/1 of Pattanduru Agrahara Village, KR Pura 3 Hobli, Bengaluru East Taluk, Bengaluru bounded on the east by A.B. Vajpayee Road, west by Remaining Portion of Sy. No. 23 & 24/1, north by Kadugodi Village boundary and south by Sy. No. 26/2, 26/3 & 27 of Pattanduru Agrahara Village, is delineated in the sketch appended hereto at **Annexure** ___ and hereinafter referred to as the **“Schedule A Property”**;

- VIII.** After excluding the Schedule A property supra, part of the remainder of the Larger property, measuring 87,522.48 Sq. Meters or 21 Acres 25.04 guntas is going to be developed to put up commercial buildings in the lands bearing Sy Nos. 20, 21, 22, 23, 24/1 and 24/2 of Pattanduru Agrahara Village, KR Pura 3 Hobli, Bengaluru East Taluk, Bengaluru bounded by east by Whitefield Hoskote Road, west by Land belonging to Shreno Ltd. & Road, north by Land belonging to Shreno Ltd. and south by Private Property & Land belonging to Shreno Ltd. This Agreement for Sale does not concern the land which is being developed for commercial purposes and balance remainder of the Larger Property.
- IX.** The Promoter has prepared a plan for development of Schedule A Property whereby it will be developed in 2 Phases. In Phase I, the multi-storied residential apartment building consisting of Tower A, B & C shall be developed along with the Clubhouse and in Phase II, Tower D & E shall be developed.
- X.** In view of the phased development of Schedule A Property, the Promoter had submitted a plan for sanction from the BBMP for Tower A, B & C along with the Clubhouse and thereafter will submit a plan for Sanction for Tower D & E.
- XI.** The infrastructure and related facilities for the Commercial and Residential development shall be separate.
- XII.** As per the plan aforesaid, the Promoter has applied for and obtained sanction of a license and a plan from the BBMP on _____ vide _____ to put up the Phase I multi-storied residential apartment buildings on the Schedule A Property.
- XIII.** As per the license and plan sanctioned by the BBMP, the multi-storied residential apartment buildings on the Schedule A Property shall initially consist of towers identified as **Tower 'A', Tower 'B', Tower 'C'**, comprised of Ground and Thirty four upper Floors which has been named as **"Cloud Forest"**. The multi-level car parking shall be in the ground and five upper floors of annexed multi-level car parking buildings;
- XIV.** The Promoter will be submitting a fresh Plan to the BBMP to put Tower D & E. The Development of Tower D & E shall also be a part

of development that would be carried out on the Schedule A Property which shall comprise of Ground and 34 upper floors with the multi-level car parking which shall be in the ground and five upper floors of annexed multi-level car parking buildings. In this manner, the Residential apartment buildings on the Schedule A Property comprising of towers A, B, C, D and E, shall be referred to as the "**Larger Project**". The construction of Tower A, B & C shall be undertaken in Phase I of the Larger Project and the construction of Tower D & E shall be undertaken in Phase II of the Larger Project. For the purposes of this Agreement, any reference to the "**Project**" shall refer exclusively to Phase I of the Larger Project.

- XV.** As stated hereinbefore, the Promoter has agreed to develop the Schedule A Property in phases, whereby the construction and development of the **Tower 'D'** and **Tower 'E'** shall be undertaken subsequently as per the commercial judgement of the Promoter alone, based on market circumstances ("**Future Development**") and the Allottee, by execution of this agreement, consents to the same and states that he/she/they/it has/have no objection to the same;
- XVI.** A scheme has been formulated by the Promoter for ownership of residential apartments in Cloud Forest in **Tower 'A'**, **Tower 'B'**, **Tower 'C'**, **Tower 'D'** and **Tower 'E'** whereby any person ("Purchaser" for the purposes of this recital) desirous of owning an apartment is required to purchase the allotted apartment along with proportionate Undivided Share, right title, interest and ownership in the land in the Schedule A Property alone. As per the said scheme, the Purchaser shall have no right, title or interest or ownership in the remainder of the Larger Property (excluding the Schedule A Property) and or obstruct or interfere in the development of the future development by the Promoter. Upon the Purchaser being conveyed the apartment and the Undivided Share of land in the Schedule A Property, the entire Schedule A Property will be jointly owned and held by the owners of the apartments in the Larger Project and each of them having a definite Undivided Share in the Schedule A Property and absolute ownership to their respective apartment with rights to use in common with others, all common areas and amenities within the Schedule A Property alone. The

scheme as described hereinbefore forms the basis of sale and ownership of an Apartment in the Project.

- XVII.** The Real Estate Regulatory Authority has registered the Project, being a part of the Larger Project for Phase I i.e., Tower A, B & C as per the Sanctioned Plan issued by the BBMP dated _____ vide Registration number _____ dated _____ in accordance with the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016. Upon sanction of Phase II of the remainder part of the Project i.e., Tower D & E, the Promoter shall apply for a new registration for the development envisaged under Phase II of the Larger Project and the Allottee agrees that no separate permission / consent will be required for him/her/them for the purpose and that he/she/they shall not raise any objection with regard to the same.
- XVIII.** The Allottee/s after due verification and scrutiny, being satisfied with the title of the Promoter to the Schedule A Property and with the scheme propounded by Promoter, sanctions obtained and those proposed to be obtained in future towards the Phase II of the Project by them, is/are interested in joining the scheme aforesaid. Copies of the Title Report as to the title of the Promoter to the Schedule A Property, and sanctions obtained by the Promoter for undertaking development of the Schedule A Property has been furnished to the Allottee and the latter admits and acknowledges receipt of the same;
- XIX.** The Allottee/s being interested in purchasing the Apartment as described in Schedule C herein (**“Apartment”**) along with Undivided Share of land in the Schedule A Property as described in **Schedule B** herein as per the scheme of the Promoter, has applied for allotment of the said Apartment in the Project.
- XX.** Pursuant to the said application, an Apartment has been reserved as described in Schedule C herein along with a *pro-rata* share in the common areas as defined under clause (n) of Section 2 of the RERA Act. The unit plan of the Apartment is annexed hereto and marked as Annexure 2 to this Agreement;
- XXI.** The Allottee/s hereby confirm/s that he/she/they is/are executing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project and after

taking legal advice and after having gone through all the terms herein and understanding the rights and obligations and disclosures made by Promoter and contained herein. The Allottee/s is/are aware and consented that the common areas, amenities and facilities in the Project shall be ultimately maintained by the Association of Apartment Owners in the Project;

XXII. The Promoter has offered to sell the Schedule B Property and C Apartment subject to payment of sale price and all other sums and in accordance with the terms and conditions set out in this Agreement by the Allottee/s, and the Allottee/Allottee/s hereby agree/s to purchase the Schedule B Property and Schedule C Apartment;

XXIII. That the Allottee/s hereby undertake/s that he/she/they shall comply with and carry out, from time to time after he/she /they has/have taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment at his/her/their own cost.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. DEFINITIONS:

Unless the context otherwise requires, the following capitalized terms shall have the meaning set forth below. Any other capitalized terms in this Agreement shall have the definition assigned herein or as per the Act.

1.1. “Act” or “RERA Act” means the Real Estate (Regulation and Development) Act, 2016 (Central Act of 2016) and includes the Karnataka Real Estate (Regulation and Development) Rules, 2017, where the context so requires.

1.2. “Agreement” shall mean this Agreement for Sale of the Schedule B Property and Schedule C Apartment, including the schedules and annexes hereto, as may be amended from time to time;

1.3. “Allottee/s Car Park/s” shall mean the car parking space/s allotted to the Allottee/s for his/her/their exclusive use so long as

the Allottee/s own/s and occupy/ies the Schedule C Apartment or by any of the occupiers of the Schedule C Apartment under the authority or agreement with the Allottee/s herein;

- 1.4. **“Apartment Owners/ Owners”** shall mean any owner or owners of apartments in the Project;
- 1.5. **“Applicable Law”** means all laws, statutes, regulations, codes, bye-laws, ordinances, treaties, judgments, decrees, directives, rules, guidelines, orders, policies and other requirements of any Governmental Authority having jurisdiction over the Schedule A Property which are in effect or as may be amended, modified, enacted or revoked from time to time hereafter;
- 1.6. **“Association or Association of Apartment Owners or Owners Association”** shall all mean the same, being the Association of Apartment Owners to be formed by the Promoter, in respect of the Project as per the provisions of the Karnataka Apartment Ownership Act, 1972, in the form of a Company or Trust or Society or in the form of any other entity;
- 1.7. **“Booking Amount”** shall mean upto 10% of the Sale Consideration payable towards the purchase of the Schedule B Property and Schedule C Apartment, notwithstanding any initial/actual amount paid by the Allottee/s towards the consideration;
- 1.8. **“Balance Sale Consideration”** shall mean any part of the Sale Consideration which has not been paid and is required to be paid under this Agreement in terms of the installments set out in Annexure-1 hereto, each of which individually also being “Balance Sale Consideration” and collectively also referred to as “Balance Sale Consideration”;
- 1.9. **“Carpet Area”** shall mean the net useable floor area of the Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment;
- 1.10. **“Clubhouse”** shall refer to and include the amenities agreed to be provided by the Promoter in the Project.
- 1.11. **“Completion Date”** shall mean _____ for completion of the Project in the Schedule A Property alone and or such extended time as provided by the applicable law or in this Agreement herein

before which the Promoter would have applied for and secured the Partial Occupancy Certificate/Occupancy Certificate;

- 1.12. “Commencement Certificate”** shall mean the Certificate issued as per the license and plan sanctioned by the BBMP for construction of the Project i.e. bearing No._____, dated _____ with regard to the Schedule A Property;
- 1.13. “Common Amenities & Facilities of the Project”** shall mean and include the amenities and facilities of the Project for the common use of the Apartment Owners as detailed in Annexure-3 hereto. The Common Amenities and Facilities of the Project are subject to such reasonable, non-discriminatory rules and regulations as are prescribed by the Promoter or the Association to be followed by all the owners/occupiers of the apartments;
- 1.14. “Deed of Declaration”** shall mean the deed of declaration to be executed by the Promoter to submit the Project, the common areas, the Common Amenities and Facilities of the Project under the provision of the Karnataka Apartment Ownership Act, 1972;
- 1.15. “Exclusive Balcony”** shall mean the area of the balcony, which is appurtenant to the Apartment for the exclusive use of the Allottee/s;
- 1.16. “Force Majeure”** shall mean the occurrence of one or more of the following events that in any manner impedes, hinders, obstructs and/or prevents completion of the Project:
- war,
 - flood,
 - drought,
 - fire,
 - cyclone
 - earthquake
 - any other calamity caused by nature including those detailed in the clause relating to events of *Force Majeure* as set out in this Agreement or as per applicable law;
- 1.17. “FSI/FAR”** shall mean Floor Space Index/ Floor Area Ratio Index as utilized in the Project permitted on the Schedule A Property and also utilizing any portion of the FSI/ FAR permitted on the Larger Property as decided by the Promoter subject to approval of plan, from time to time by the relevant statutory authorities, excluding premium FSI/ FAR which may be permitted on the Schedule A Property in the future by any amendment in the applicable law;

- 1.18. “Interest”** means the rate of interest payable by the Promoter or the Allottee/s, as the case may be, in terms of this Agreement which is to be calculated at prevailing interest rate of State Bank of India highest Marginal Cost of Lending Rate (MCLR) plus 2% p.a. or such other rate of interest as specified by the State Real Estate Regulatory Authority, from time to time There shall be no assignment fee in case the assignment is done in favour of the legal heir of the original Allottee/s;
- 1.19. “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 Electricity Supply Company Ltd., (BESCOM), Bangalore Water Supply and Sewerage Board (BWSSB), Bangalore Development Authority (BDA), Bruhath 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 Schedule A Property;
- 1.20. “Limited Common Area”** shall mean such areas from and out of the common areas of the Project, which are allotted for the exclusive use by the Apartment owners in the Project as they would be attached to the ownership of such Apartments and capable of being used only by the owners of such Apartments and to be maintained by such Apartment owner;
- 1.21. “Occupancy Certificate”** shall mean the Occupancy Certificate or Partial Occupancy Certificate or such other Certificate by whatever name called, issued by the Authority confirming completion of the Project or any part thereof and pursuant thereto permitting occupation of such towers or building for which the certificate is issued;
- 1.22. “Other Costs, Charges and Expenses”** shall mean all the amounts which the Allottee/s is/are required to pay in addition to the Sale Consideration and Statutory Payments;
- 1.23. “Party”** unless repugnant to the context, shall mean a signatory to this Agreement and **“Parties”** unless repugnant to the context, shall mean a collective reference to all the signatories to this Agreement;
- 1.24. “Payment Plan”** shall mean the instalments payable by Allottee/s under Annexure-1 hereto each of which individually also being “Payment Plan” and collectively also referred to as “Payment Plan”;

- 1.25. **“Person”** shall mean any natural person, limited or unlimited liability company, corporation, general partnership, limited liability partnership, proprietorship, trust, union, association, court, tribunal, agency, government, ministry, department, commission, self-regulatory organization, arbitrator, board, or other entity, enterprise, authority, or business organization and shall include any other person as defined under the Act;
- 1.26. **“Phase I of the Project”** shall have the meaning as stated in the recitals hereinabove.
- 1.27. **“Phase II of the Project”** shall have the meaning as stated in the recitals hereinabove.
- 1.28. **“Plan” or “Sanctioned Plan”** shall mean the building plan and development plan, which is approved by the Local Authority prior to start of the Project;
- 1.29. **“Project”** shall have the meaning as stated in the recitals hereinabove.
- 1.30. **“The Project Account”** shall mean the account opened in RBL Bank Limited standing in the name of the Promoter;
- 1.31. **“Real Estate Authority”** shall mean the authority established under Section 20 of the Act for such purpose;
- 1.32. **“Sale Consideration”** shall mean the total amount agreed upon and required to be paid by the Allottee/s to the Promoter for the purchase of the Schedule Property under this Agreement, as set out in Annexure-1 hereto.
- 1.33. **“Sale Deed”** shall mean the Deed of Sale to be executed by the Promoter, for legally conveying the absolute right, title and interest in the Schedule B Property and the Schedule C Apartment on the terms and conditions contained therein;
- 1.34. **“Schedule A Property”** shall mean the land on which, inter alia, the Project is being developed by the Promoter and more fully described in the Schedule “A” hereto;
- 1.35. **“Schedule B Property”** shall mean the Undivided Share of the land described in Schedule “A” corresponding to the Schedule C Apartment more fully set out in the Schedule B hereto;

- 1.36. “Schedule C Apartment”** is the Apartment which is being constructed under the scheme and more fully described in the Schedule C hereto by the Promoter for the Allottee/s;
- 1.37. “Statutory Payments”** shall mean statutory charges including Goods and Service Tax (“GST”) as applicable from time to time or in the future until the execution of the Sale Deed, which will be payable by the Allottee/s in addition to the Sale Consideration, and Other Costs, Charges and Expenses, under this Agreement and payable at each stage of payment as per the Payment Plan; and;
- 1.38. “Undivided Share in Land” or “UDS”** shall mean the area shown in the Schedule B being the corresponding Undivided Share in the land described in Schedule A for the Apartment described in Schedule C;

2. RULES OF INTERPRETATION

This Agreement shall be interpreted in accordance with the settled canons of interpretation of contracts subject to the following:

- Words importing one gender shall be construed as importing any other gender.
- Words importing the singular shall be construed as importing the plural and vice versa.
- References to persons mean and include natural and artificial persons like bodies corporate and vice versa.
- Save where the context otherwise requires, all obligations given or undertaken by more than one person in the same capacity are given or undertaken by them jointly and severally.
- The division of the Agreement into clauses and Schedules and insertion of headings in this Agreement are only for ease of reference and convenience and shall not impact the construction or interpretation of any provision of this Agreement.

3. AGREEMENT

- 3.1.** That in pursuance of the foregoing and in consideration of the Allottee/s agreeing to participate in the scheme of development by paying the consideration stipulated for sale of Schedule B

Property and Schedule C Apartment and all applicable taxes, charges, etc., agreed to be paid in terms of this Agreement without any delay or demur and subject to the Allottee/s complying with all the terms herein, the Promoter hereby agrees to sell and the Allottee/s hereby agree to purchase the Property described in Schedule B herein consisting of an Undivided Share, right, title, interest and ownership in the land in Schedule A Property and the Apartment in Schedule C in terms of the scheme envisaged as above.

- 3.2.** It is clarified between the Parties that possession, constructive or physical, of the Schedule B Property and Schedule C Apartment has/have not been transferred or delivered to the Allottee/s under this Agreement.
- 3.3.** The total consideration payable under this Agreement is the aggregate of monies payable under Annexure – 1 (except taxes, maintenance charges, corpus fund, stamp duty and registration fees, legal charges and move-in charges).

4. CONSIDERATION FOR SALE OF SCHEDULE B PROPERTY AND SCHEDULE C APARTMENT

- 4.1.** Subject to due performance of all obligations by the Allottee/s and upon payment of the Sale Consideration, the Promoter shall sell and the Allottee/s shall purchase the Schedule B Property and the Apartment described in Schedule C herein. The Allottee/s agree/s to pay the amounts stipulated in Annexure-1 in terms stated therein.

5. PAYMENT OF APPLICABLE TAXES AND OTHER COSTS, CHARGES AND EXPENSES

- 5.1.** That in addition to payments stipulated in Annexure-1 referred to above, the Allottee/s shall pay Other Costs, Charges and Expenses and Statutory Payments, whether direct or indirect, and other charges as and when demanded by the Promoter in terms stated therein.

6. PAYMENT TERMS TOWARDS SALE OF SCHEDULE B PROPERTY AND SCHEDULE C APARTMENT.

- 6.1.** The Allottee/s has/have paid a sum of INR _____ to the Promoter towards Booking Amount as part payment and balance shall be payable to the Promoter as detailed in the Annexure-1 and payment in terms of Annexure is the essence of this Agreement and under no circumstance there shall be delay in payment of the Balance Sale Consideration.
- 6.2.** The payments under Annexure 1 shall be paid by the Allottee/s within 30 (thirty) days of the Promoter having raised a demand for the payment of such instalments. Any delay in payment shall affect the entire development in the Schedule C Property and would also affect the interest of other allottee/s who have joined the scheme of development from time to time. The Allottee/s are fully aware and has/have agreed that the payment of the amounts in terms of the Payment Schedule is this essence of this Agreement.
- 6.3.** All payments shall be made by cheque/s or demand draft/s or wire transfer drawn in favour of Promoter or as directed by Promoter. In case of outstation cheque or demand draft or wire transfer, the collection charges, if any, will be debited to the Allottee/s account and the credit for the payment made will be given on net credit of the amount of the instalment. In case any Cheque/s issued by the Allottee/s is/are dishonored for any reason in respect of the payments in Annexure-1 hereto, the Allottee/s is/are not only liable for lawful action, but also be liable to pay INR 2,000/- towards penal charges or the charges collected by the bank, whichever is higher.
- 6.4.** The Sale Consideration for sale of Schedule B Property and Schedule C Apartment, Other Costs, Charges and Expenses are fixed by the Parties hereto by mutual consent and the Allottee/s shall have no right to negotiate any of the amounts fixed under this Agreement.
- 6.5.** The Sale Consideration is escalation-free, save and except increases which the Allottee/s hereby agree/s to pay, due to increase on account of development charges payable to any authority and/or any other increase in taxes or charges which may be levied or imposed by the authorities from time to time.
- 6.6.** The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee/s, by discounting such early payments at the rates as shall be decided by the Promoter from time to time for the period by which the respective instalment is advanced. The provision for allowing the rebate and such rate of rebate shall be subject to revision/withdrawal, without

giving any notice, at the sole discretion of the Promoter. Provided, however, where the provision of rebate has been allowed and monies have been paid by the Allottee/s to the Promoter, such rebate shall not be subject to any revision/withdrawal.

- 6.7.** The Allottee/s shall not be entitled to question the cost at which the Promoter sells remaining apartments in the Project for others and the quantum of corpus fund and other sums referred to above. The Promoter shall be free to determine and agree upon the consideration for sale, payment of other sums and specifications for others. The Allottee/s shall have no right to question the same. It is also agreed that the Allottee/s shall not be entitled to seek partition or division or separate possession of the Schedule B Property. The Allottee/s has no objection to the construction of other structure/s on the Project by the Promoter, including without limitation, residences for sale to other Allottee/s. The Allottee/s agrees not to question or challenge the sale price agreed between the Promoter and the other Allottee/s for the rest of the undivided interests in the Project. It is agreed that this covenant shall run along with the land comprised in the Schedule A hereto.
- 6.8.** It is agreed that in the event of delay/default by the Allottee/s to pay the balance sums in terms of Annexure-1 for any reason within the timelines specified in Clause 7.1, the Allottee/s is/are liable to pay interest on delayed payments from due date till payment. The rate of interest payable shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent. In addition to the above, if the payments are not made within 30 (thirty) days of notice of demand issued under Clause 6.2, the Promoter shall be entitled, at its sole discretion, to terminate this Agreement and thereafter freely transact with the Schedule B Property and Schedule C Apartment in any manner with a third party.
- 6.9.** In the event of breach by the Allottee/s of any of the terms of this Agreement and the same not being cured within a period of 30 (thirty) days of occurrence of such breach, the Promoter shall be entitled to terminate this Agreement and on such termination the Promoter shall be entitled to the rights as provided in this Agreement.
- 6.10.** In the event of termination as aforesaid, the Promoter, shall be entitled to forfeit the Booking Amount reserved herein, recover interest on delayed payments, and refund the balance left, if any, within 60 (sixty) days from the date of termination and against execution of a duly stamped and registered Deed of Cancellation

of Agreement to Sell, if so required. Non-execution and / or registration of the Deed of Cancellation of Agreement for Sale shall not impact the legality of such termination by the Company. The statutory taxes / payments made by Allottee/s shall not be refunded.

- 6.11.** It is agreed that upon termination of this Agreement the Allottee/s shall not have any claims over the Schedule B Property and Schedule C Apartment and/or on Promoter. The Promoter shall be entitled to deal with Schedule B Property and Schedule C Apartment as it may deem fit for its benefit without reference to the Allottee/s.
- 6.12.** If the Allottee/s has/have taken housing loan facility from any financial institution or the bank and in the event of termination of this Agreement, then in that event based on the terms of such loan, after deduction of Booking Amount and recover interest on delayed payments, the balance amount shall be handed over to the financial institution or the bank, and against the receipt of such amount, the bank/financial institution shall forthwith issue a **"No Dues Certificate"** in favour of the Promoter and hand over the original of this Agreement that may be deposited by the Allottee/s or cause the Allottee/s to hand over this Agreement against the Promoter paying the amounts to the bank or any financial institution and the Promoter shall be entitled to deal with Schedule B Property and Schedule C Apartment in any manner with a third party.
- 6.13.** The Allottee/s shall be solely responsible to deduct taxes at source at such rate, presently 1% on the Total Sale Consideration, as required under Section 194IA of the Income-tax Act, 1961 (**"IT Act"**) for each of the payments made towards the Sale Consideration and comply with the provisions of the IT Act. The Allottee/s also undertake/s to provide a Certificate of Deduction of Tax in Form 16B to the Promoter on or before the 5th day of the subsequent month of deduction.

7. COMPLIANCE OF LAWS RELATING TO REMITTANCES

- 7.1.** The Allottee/s, if a Non Resident of India, shall be solely responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act 1999 (**"FEMA"**), Reserve Bank of India Act (**"RBI Act"**) and the rules made thereunder or any other statutory amendments/modifications made thereof and all other applicable laws including that of remittance of payments, acquisition, sale, transfer of immovable

property etc., and provide the Promoter with such permissions, approvals which would enable the Promoter to fulfill its obligations under this Agreement.

- 7.2.** The Allottee/s agree/s that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by RBI, the Allottee/s alone shall be liable for any action under FEMA. The Allottee/s shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/s subsequent to the signing of this Agreement it shall be the sole responsibility of the Allottee/s to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any, under the applicable laws. The Promoter shall not be responsible for making any third-party making payments, remittances on behalf of any Allottee/s and such third-party shall not have any right in this application/allotment of the Schedule B property and Schedule C Apartment in any way and the Promoter shall issue the payment receipts in favour of the Allottee/s only.

8. ADJUSTMENT/APPROPRIATION OF PAYMENTS

- 8.1.** The Allottee/s authorize/s the Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name/s as the Promoter may in its sole discretion deem fit and the Allottee/s undertake/s not to object/demand/direct the Promoter to adjust his/her/their payments in any manner.

9. LOAN:

- 9.1.** If the Allottee/s is/are desirous of obtaining a loan to finance the payments of the construction of the said Apartment, the Allottee/s shall at his/her/their own cost, expense, apply for such loan (hereinafter referred to as the “**Loan**”) from a bank, housing finance developer, housing finance society or a financial institution (hereinafter referred to as the “**Financier**”) and execute all necessary forms and documents and pay all fees, legal costs, stamp duty expenses, etc., in respect thereof.
- 9.2.** The Allottee/s undertake/s to do all acts, things and take all steps that are required to get the loan amount disbursed and paid to the Promoter without any delay and in the manner mentioned in this Agreement.

- 9.3.** Notwithstanding whether the loan is obtained or not from the Financier, the Allottee/s shall be primarily liable to pay to the Promoter on the due dates, the relevant installments and all other sums due under this Agreement and in the event of any delay and/or default in payment of such amount/s, the Allottee/s shall be liable to the consequences including payment of interest on the outstanding payments and termination as provided in this Agreement.
- 9.4.** If the Allottee/s fail/s to obtain the Loan for any reasons whatsoever from the Financier, the Promoter shall not in any way be liable to the Allottee/s for any loss, damage, cost or expense howsoever arising or incurred and such failure to obtain the loan shall not be a ground for any delay in the payment or for any non-payment on due dates of any amounts set out in this Agreement.
- 9.5.** The Allottee/s shall indemnify and keep the Promoter, indemnified and harmless against the payments and observance and performance of all the covenants and conditions and any loss, damage or liability that may arise due to non-payment, non-observance or non-performance of the said covenants and conditions by the Allottee/s as mentioned in the Agreement.
- 9.6.** The Allottee/s shall be liable for the due and proper performance of all the terms and conditions of loan documents.

10. SPECIFICATIONS:

- 10.1.** The specifications of Schedule C Apartment have been agreed between the Promoter and Allottee/s and are detailed in Annexure 4 to this Agreement and the Promoter agrees to construct the Schedule C Apartment in accordance with the said specifications or equivalent thereto.

11. DISCLOSURES:

- 11.1.** The Allottee/s acknowledge/s and confirm/s that the Promoter has fully disclosed to the Allottee/s as to the Promoter's title and all approvals obtained by it for the development of the Project and the Allottee/s has/have reviewed all of them and after having understood the implication thereof has entered into this Agreement and the Allottee/s has/have agreed to all of the Disclosures and the Allottee/s, expressly grant/s consent and no objection to the Promoter to undertake every action as per Disclosures.

- 11.2.** That the Promoter shall achieve FAR of 3.25 equivalent to approx. _____ sq. mts., and accordingly proportionate Undivided Share on the Schedule A Property will be conveyed by the Promoter at the time of execution of the Sale Deed.
- 11.3.** The sale of the Schedule B Property is to enable the Allottee/s to own Schedule C Apartment in Schedule A Property and not for any other purposes. The Allottee/s shall not raise any objections or prohibit in any manner the exercise the powers of the Promoter under this Agreement in relation to the extent of the FAR in respect of Schedule B Property either present or at any time in future. The quantum of Undivided Share to be conveyed i.e. Schedule B Property would be finally declared in the Deed of Declaration and as per the Sale Deed.
- 11.4.** The Clubhouse and Common Amenities & Facilities of the Project and / or the Large Project shall be spread across the Schedule A Property with some of the facilities falling within the Phase II of the Larger Project and shall be common and accessible to all allottee/s in the Larger Project. The Common Amenities and Facilities and the common areas shall be developed by Promoter and are to be maintained by all the owners of the Project / Larger Project in common irrespective of the location of such common area and the Common Amenities and Facilities in the Project.
- 11.5.** The Promoter has reserved the right to grant exclusive right of use and enjoyment of Limited Common Areas to such buyers who will be opting for the same, for which the Allottee/s has/have no objection and on the other hand he/she/they declare/s and confirm/s that he/she/they is/are fully aware of the particulars of the Limited Common Areas.
- 11.6.** That the common area of the Project may be changed depending upon the technical feasibility and for the betterment of the Project.
- 11.7.** That the Promoter as aforesaid will be executing Deed of Declaration. The Deed of Declaration, inter alia, would also include the obligations of the Allottee/s.
- 11.8.** That the Apartments can be used for residential purposes only in terms of the rules and regulation formulated by the Promoter and/or the Association of Owners.
- 11.9.** The Promoter, subject to applicable laws, may at any point of time shall also be permitted to obtain finance for completion of the Project by creating charge or mortgage on Schedule A Property,

unsold residential apartments and/or receivables on sold residential apartments, without in any manner affecting the right and interest of the Allottee/s to the Schedule B Property and Schedule C Apartment.

12. CONSTRUCTION OF THE PROJECT/APARTMENT:

- 12.1.** The Allottee/s has/have seen the specifications of the Apartment and accepted the Floor Plan, in accordance with which the Promoter shall develop the Project. The Promoter is entitled to effect minor additions/alterations as may be required due to market factors or requested the Allottee/s or as provided under the Act or by the local authorities.
- 12.2.** It is made clear that many of the materials used in development of Schedule A Property including in Schedule C Apartment includes granite, wood, etc., may be natural materials and are subject to variations in tone, grain, texture, colour and other aesthetic features, which are beyond the control of the Promoter and while the Promoter agrees to use the quality materials available, it is unable to assure that the materials used in the specifications would exactly match the samples shown with regard to said features. Similarly manufacturing materials such as ceramic/vitrified tiles, anodized/powder coated aluminum, sanitary ware, etc., are subject to colour variations and warping due to the inherent manufacturing process and hence the finished product may have colour variations which are beyond the control of the Promoter. The Promoter would be relying upon the manufacturers and suppliers for its raw materials, such as marble, granite, timber, tiles, aluminum, sanitary ware, etc., and hence there is a possibility that the materials specified and shown as samples may not be available at the time of construction and in such an event, the Promoter reserves the right to substitute with equivalent alternative.

13. COMPLETION OF THE PROJECT

- 13.1.** That in the absence of conditions relating to Force Majeure and/or breach by the Allottee/s in complying with the obligations under this Agreement, the Promoter shall complete construction of the Project within _____ (**"Completion Date"**).
- 13.2.** Provided, however, the Promoter shall not be liable if it is unable to complete the Project and/or the Schedule C Apartment and deliver possession by the Completion Date by reason of Force

Majeure conditions and in such circumstances the Promoter shall be entitled to extension of time for completing and handing over possession of the Apartment and common areas by such time as the Promoter may inform the Allottee/s in writing and the monies till then paid by the Allottee/s under this Agreement shall not be refunded or be entitled to any interest.

14. DELIVERY OF APARTMENT

- 14.1.** The Promoter after securing Occupancy Certificate from the plan sanctioning authorities shall intimate the Allottee/s in writing by sending a copy of the Occupancy Certificate and to receive possession of the Apartment. The Allottee/s shall receive possession after payment of all the amounts due and payable by the Allottee/s under this Agreement and also obtain a Sale Deed from the Promoter in respect of Schedule B Property and Schedule C Apartment within the time stipulated herein.
- 14.2.** The Allottee/s shall take possession of the Schedule C Property herein after paying in full all the dues including various other amounts mentioned in this Agreement and overdue interest, if any, within 30 (thirty) days from the date of issuance of the notice of completion issued by the Promoter and obtaining Occupancy Certificate. Provided, however, where the Allottee/s does/do not come forward to take possession in his/her/their favour within timelines as specified herein, the Allottee/s shall be liable to pay an amount of INR _____/- (_____ Only) per month as 'holding charges' to the Promoter in addition to any of the other amounts specified in this Agreement including but not limited to maintenance charges.
- 14.3.** The Promoter shall confirm to the final carpet area that has been allotted to the Allottee/s after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee/s within sixty days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Apartment, allotted to Allottee/s, the Promoter shall demand that from the Allottee/s as per the next milestone of the Payment Plan as provided in Annexure-1. All these monetary adjustments shall be made at the same rate per

square feet derived on the basis of the original Sale Consideration and carpet area.

14.4. The Allottee/s shall be liable to bear and pay to the Promoter the following expenses within 15 (fifteen) days after issue of notice by the Promoter to the effect that the Schedule C Apartment is ready for use and occupation by the Allottee/s, irrespective of whether the Allottee/s takes possession or not:

- Minimum electricity and water demand charges;
- Property taxes in respect of the Schedule C Apartment and other outgoings and expenses incurred by the Promoter for maintenance of the Schedule C Property; and
- Allottee's/s' share of common maintenance expenses i.e., proportionate share of insurance premium, wages for the persons appointed by the Promoter to manage and look after the common areas and facilities such as property manager, security guards, gardeners, plumbers, electricians, generator operators, sweepers etc., expenses incurred by the Promoter or the agency appointed for maintaining all the common areas and facilities including electricity charges, water charges, housekeeping consumables etc.;

14.5. In case the Allottee/s default/s in registering the Sale Deed and taking the possession beyond a period of 90 (ninety) days from the date of issuance of notice of completion and Occupancy Certificate, the Promoter shall be entitled to terminate this Agreement after forfeiture of Booking Amount and deal with the Schedule B Property and Schedule C Apartment with third parties. Subsequently, the Promoter shall refund the balance, if any, after adjusting all outstanding amounts, including interest on delayed payments, taxes and brokerage paid if any, after 60 (sixty) days from the date of such termination.

14.6. The Allottee/s upon taking possession of the Schedule C Apartment or upon expiry of 15 (fifteen) days from the notice / intimation for delivery of possession issued under this Agreement, shall be deemed to have accepted that the Schedule C Apartment as fully completed in all respects as per the specifications and the Allottee/s shall not have any claim against the Promoter for any items of work in the Schedule C Apartment which may be alleged as not carried out or completed by the Promoter. This, however, shall not be applicable to any defects reported by the Allottee/s at the time of taking over of the Apartment, which shall be attended to and rectified by the Promoter.

15. TITLE & TITLE DEEDS

- 15.1.** The Allottee/s is/are provided with copies of all title deeds relating to Schedule A Property and after being satisfied as to the title of the Promoter to the Schedule A Property and their right to develop Schedule A Property has/have entered into this Agreement. The Allottee/s shall not be entitled to further investigate the title of the Promoter and/or power of the Promoter to develop and sell and no requisition or objection shall be raised in any manner relating thereto. In view of the title documents to the Schedule A Property being in common with the Larger Property comprising of the commercial development, certified true copies will be handed over to the Association of the allottees in terms of the Act.
- 15.2.** The Allottee/s has/have no objection for the Promoter to create charge or mortgage on Schedule A Property, unsold residential apartments and/or receivables on sold residential apartments for raising funds to commence and complete the development and construction in the Schedule A Property or any other purpose as it may deem appropriate. The Promoter alone is responsible for discharge of the relevant charge or mortgage before sale of Schedule B Property and Schedule C Apartment is completed. The Promoter agrees to secure necessary No Objection Certificates from the lending Bank/Institution and furnish the same to the Allottee/s at the time of conveyance of Schedule B Property and Schedule C Apartment, confirming that Schedule B Property and Schedule C Apartment are free from the relevant charge or mortgage.

16. EXECUTION OF SALE DEED, STAMP DUTY, FEES ETC.

- 16.1.** The Allottee/s shall pay all applicable taxes, if applicable, on the Sale Consideration of Schedule B Property and/or Schedule C Apartment and on production of the evidence of the aforesaid said payment/s the sale deed shall be registered.
- 16.2.** The Promoter agrees to execute Sale Deed on compliance of the terms and payment of all sums mentioned herein and sale will be in terms of the Act, Rules thereunder and subject to terms of this Agreement and in accordance with the timelines stipulated in this Agreement subject to delays for reasons constituting events relating to force majeure. The Allottee/s agree/s not to claim conveyance or possession till compliance of the Agreement. The

parties hereto shall co-operate with each other for registration of the Sale Deed in pursuance of this Agreement.

- 16.3.** The stamp duty, registration charges, prevailing at the time of registration of sale deed, legal charges and expenses and all other miscellaneous and incidental expenses for execution and registration of Sale Deed including the stamp duty and registration fee that may be demanded by The Special Deputy Commissioner for Detection of Under Valuation of Stamps and other Authorities shall be borne by the Allottee/s. In the event of the Sale Deed being referred to the authorities for adjudication of stamp duty and/or valuation of the Schedule B Property and/or Schedule C Apartment, it is the responsibility of the Allottee/s to attend to the same at his/her/their cost and secure release of the Sale Deed. The Promoter has no liability in respect thereto.
- 16.4.** The Allottee/s hereby authorize/s the Promoter to draft, prepare, sign and execute one or more Deeds of Declaration or rectifications thereto in respect of the recording the terms and conditions relating to ownership, possession and enjoyment of the apartments and other built spaces by the respective buyers in the development and also get the same registered.

17. PROPERTY TAXES AND KHATHA

- 17.1.** The Promoter shall pay municipal taxes, other rates and outgoings on the Schedule B Property till the date of issue of Occupancy Certificate by the plan sanctioning authorities. The Allottee/s shall be liable to pay the Municipal Taxes from the date of issue of Occupancy Certificate for the building in which Schedule C Apartment is a portion thereof. Upon completion of the construction, the Allottee/s shall be liable to pay the municipal property taxes accordingly. The Allottee/s agree/s and undertake/s to pay all government rates, taxes on land, municipal tax, property taxes, fees or levies of all and any kind by whatever name called, whether levied or leviable now or in future or any enhancement of the prevailing rates by any Government Authority on the said Apartment and/or the said land, as the case may be.
- 17.2.** The Allottee/s is/are entitled to secure Municipal Khatha of Schedule C Apartment on purchase at his/her/their cost from the jurisdictional municipal office and Promoter agrees to sign necessary consent letters. It shall be the duty of the Allottee/s to obtain the Khatha of the Schedule C Apartment. In the event of any demand for payment of betterment charges for securing

transfer of Khatha, the Allottee/s agree/s to pay the same in proportion to the Schedule B Property.

18. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

- 18.1.** Save and except to the extent disclosed in this Agreement, the Promoter hereby represents and warrants to the Allottee/s that the Promoter is the absolute owner of Schedule A Property and has the requisite right to carry out development upon the Schedule A Property and there are no encumbrances upon the said Schedule A Property or the Project;
- 18.2.** The Promoter has lawful right and requisite approvals from the competent Authorities to carry out development of the Project;
- 18.3.** To the knowledge of the Promoter that there are no litigations pending before any Court of law with respect to Schedule A Property, Project or the Apartment;
- 18.4.** That the Schedule A Property is not subject matter of any proceedings and the same is not attached or sold or sought to be sold in whole or in portions in any Court or other Civil or Revenue or other proceedings and not subject to any attachment by the process of the courts or in the possession or custody by any Receiver, Judicial or Revenue Court or any officer thereof;
- 18.5.** That there are no easements, quasi-easements, restrictive covenants or other rights or servitudes running with Schedule A Property which affects the peaceful possession and enjoyment of Schedule C Apartment;
- 18.6.** All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Schedule A Property and Apartment are valid and subsisting and have been obtained by following due process of law;
- 18.7.** The Promoter has not entered into any Agreement for sale or any other Agreement / arrangement with any person or party with respect to the said Apartment, which will, in any manner, affect the rights of Allottee/s under this Agreement;
- 18.8.** At the time of execution of the sale deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee/s and the common areas to the Association of the Allottee/s;

- 18.9.** To the knowledge of the Promoter no other notice from the Government or any other local body or Authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Schedule A Property and/or the Project;
- 18.10.** In the event the Promoter's default in payment of any of the outgoings collected from the Allottee/s which are payable to the Government Authority, the Promoter shall be liable to pay such defaulted outgoings along with applicable penalties, even after the handover of Project to the Association;
- 18.11.** The Promoter has secured appropriate insurances relating to the development of the Project and will also pay insurance premiums until the completion of the Project;

19. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE/S

- 19.1.** The Allottee/s acknowledge/s that the Promoter has entered into this Agreement and agreed to purchase the Schedule B Property and Schedule C Apartment, based on the representations and warranties set out below;
- 19.2.** The Allottee/s confirm/s that upon execution, this Agreement will constitute a legal, valid and binding contract for the Allottee/s;
- 19.3.** The Allottee/s has/have been furnished with copies of all the title deeds relating to Schedule A Property and the Allottee/s after being satisfied with the title of the Promoter to the Schedule A Property and the Promoter's right to develop Schedule A Property has entered into this Agreement;
- 19.4.** That the Allottee/s confirm/s that the Allottee/s has/have been furnished with all the details pertaining to the disclosures made by the Promoter as detailed in this Agreement and after understanding the same, the Allottee/s has/have entered into this Agreement and the Allottee/s further confirm/s and agree/s that the Allottee/s do not have and will not have any objection to the Promoter undertaking the works;
- 19.5.** The Allottee/s has/have been provided and has/have inspected the documents of title, relating to the Schedule A Property belonging to the Promoter. The Allottee/s has/have also studied the legal opinion furnished, the plan sanctions, specifications of the Project and the disclosures. The Allottee/s, after taking legal

advice and after being satisfied with the title and having understood the plan sanctions, specifications of the Project and, the rights of the Promoter and the disclosures made by the Promoter, has entered into this Agreement;

- 19.6.** The Allottee/s is/are entering into this Agreement with full knowledge of all laws, rules, regulations, notifications applicable to the Larger Project in general and this Project in particular. That the Allottee/s hereby undertake/s that he/she/they shall comply with and carry out, from time to time after he/she/they has/have taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any Competent Authority in respect of the Apartment at his/ her own cost. The Allottee/s shall obtain permission in writing from the Promoter to visit the Schedule A Property at the time of construction and follow all the safety standards and procedures required under law. The Allottee/s, with prior written consent from the Promoter, shall be permitted one visit per quarter only post completion of the construction of civil structure at the Schedule A Property.
- 19.7.** The Allottee/s is/are made aware of the disclosures of the Promoter pertaining to the present and future development of the Project and has/have consented to the same without having any objections;
- 19.8.** The Allottee/s understand/s that statements and presentations by Promoter regarding the development are made merely to provide honest perspective of its product and any reference/allusion to other neighborhood developments, projects or facilities, ought not to be construed as binding legal promises or representations;
- 19.9.** The Allottee/s understand/s and agrees that the Promoter shall create the necessary physical infrastructure comprising of pipes, pumps, and fittings within the Schedule A Property, to enable BWSSB or concerned authority to supply Cauvery water to the Project/Larger Project. However, the Promoter does not guarantee or commit to the provision or availability of Cauvery water for the Project/Larger Project. In case the water from BWSSB or concerned authority is not available or if available and is inadequate, then the Association has to make alternative arrangements for the water through alternate means, at its costs.
- 19.10.** The Allottee/s is/are made aware and agrees that main access to the Project / Larger Project shall be provided from the A.B. Vajpayee Road and a only pedestrian access shall be provided from the Whitefield-Hoskote Road;

- 19.11.** The Allottee/s has/have read and understood all the terms and conditions set out in this Agreement, understood the mutual rights and obligations and agree that some of the conditions set out in this Agreement, are necessary for the purpose of maintaining the quality and exclusivity of the Project;

20. RIGHTS OF THE ALLOTTEE/S

The Allottee/s shall have the rights as mentioned below on purchase of Apartment:

- 20.1.** The right to get constructed through the Promoter an Apartment described in the Schedule C hereto subject to the terms of this Agreement;
- 20.2.** The exclusive right to own an Apartment described in the Schedule C hereto for residential purposes and enjoy the same on purchase in terms of this Agreement and in terms of the Sale Deed to be executed;
- 20.3.** The right and liberty to the Allottee/s and all persons entitled, authorised or permitted by the Allottee/s (in common with all other persons entitled, permitted or authorised to a similar right) at all times and prevent trespass to the Apartment, and for all purposes, to use the staircases, passages and common areas in the building for ingress and egress and use in common;
- 20.4.** Undivided proportionate share in the common areas. Since the share / interest of Allottee/s in the common areas is undivided and cannot be divided or separated, the Allottee/s shall use the common areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee/s to use the common areas shall always be subject to the timely payment of maintenance charges and other charges as applicable;
- 20.5.** The right to subjacent, lateral, vertical and horizontal support for the Schedule C Apartment from the other parts of the building;
- 20.6.** Free and uninterrupted passage of water, electricity, sewerage etc. from and to the Schedule A Property through the pipes, wires, sewer lines, drain and water pipes, cables which are or may at any time hereafter be, in under or passing through the Schedule A Property or any part thereof;

- 20.7.** The right of entry and passage for the Allottee/s and agents or workmen of the Allottee/s to other parts of the Project at all reasonable times after notice to enter into and upon other parts of the Project for the purpose of repairs or maintenance of the Schedule C Apartment or for repairing, cleaning, maintaining or renewing the water tanks, sewer, drains and water lines, cables, pipes and wires causing as little disturbance as possible to the other owners and making good any damage caused;
- 20.8.** Right to lay cables or wires for radio, television, telephone and such other installations, at dedicated part of the building, however, recognizing and reciprocating such rights of the other apartment owners;
- 20.9.** Right to use along with other owners of apartments all the common facilities provided therein on payment of such sums as may be prescribed from time to time by the Promoter and/or the agency appointed by the Promoter or Owners Association;
- 20.10.** Right to use and enjoy the common roads, common areas and parks and open spaces and common facilities in the Project in accordance with the purpose for which they are provided without endangering or encroaching the lawful rights of other owners/users;
- 20.11.** Right to make use of all the common roads and passages provided to reach the building in Schedule A Property without causing any obstruction for free movement therein;
- 20.12.** The Allottee/s shall be entitled in common with the Allottee/s of the other Apartment/s in the building, to use and enjoy the common areas and facilities listed hereunder:
- Entrance lobbies, passages and corridors;
 - Lifts;
 - Staircases and driveways, roads and pavements;
 - Common facilities, subject to compliance of rules, regulations and byelaws.
- 20.13.** Subject to execution of Sale Deed in favour of the Allottee/s, right to dispose of Schedule B Property and Schedule C Apartment by way of sale, mortgage, gift, exchange or otherwise shall be subject to the same rights and obligations/restrictions placed on the Allottee/s regarding enjoying ownership and possession thereof. Any sale or transfer shall include both Schedule B Property and Schedule C Apartment in their entirety and not separately.

21. OBLIGATIONS OF ALLOTTEE/S

- 21.1.** The Allottee/s shall be bound by the obligations and restrictions which are necessary in the interest of the timely delivery of Schedule C Apartment and completion of the Project in Schedule A Property and shall not be in breach of any of the terms of this Agreement.
- 21.2.** The Allottee/s has/have agreed that within the Schedule A Property, all areas comprising of roads, footpaths, open spaces, garden landscapes, club-house, swimming pool, internal road, water tanks, supply networks and sewer networks and sewerage treatment plant, storm water drainage, electric poles, etc., will always remain within the control of the Promoter until entire development in Schedule A Property is completed and it is handed over to Owners Association on such completion. However, the Allottee/s is/are allowed on restricted basis to use such areas and benefits of such facilities subject to the Allottee/s regularly and promptly paying their proportionate share of the outgoings, taxes, costs, charges, expenses and all other amounts as may be demanded by the Promoter.
- 21.3.** The Allottee/s shall not obstruct and/or interfere in the development/ construction processes of the Larger Project. The development/construction shall be in progress at all times of day and night and even on holidays and will not raise any issue or objection for the same.
- 21.4.** The Allottee/s undertake/s to pay all the amounts detailed in Annexure 1, all the statutory dues pertaining to the Apartment including but not limited to municipal taxes, rates and cesses, electrical, domestic and non-domestic water charges, insurance charges, etc.
- 21.5.** The Allottee/s shall make all payments in time and receive possession and participate in registration of the sale deed of the Apartment and towards the formation of an association or society or cooperative society of the Allottee/s of the Project.
- 21.6.** The Allottee/s agree/s that he/she/they shall have no right to seek partition or division or separate possession of the Undivided Share in the Schedule B Property nor seek partition/division of common areas, amenities and facilities etc., nor object for the construction of apartments for the other buyers of similar nature

and continue to hold the Schedule B Property in the undivided form.

21.7. The Allottee/s is/are aware that the Promoter will be preparing and 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 and the Allottee/s 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 Promoter.

21.8. The Allottee/s for himself/herself/themselves with intention to bring all persons unto whomsoever hands the said Apartment may come, doth/do hereby covenant with the Promoter as follows:

21.8.1. To maintain the said Apartment at his/her/their own cost in good and tenantable condition, from the date the said Apartment is taken and shall not do or suffer to be done anything in or to the building in which the said Apartment is situate, which may be against the rules, regulations or bye-laws of concerned local or any other authorities or change/alter or make addition in or to the building in which the said Apartment is situated and in the said Apartment itself or any part thereof. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned authority and/or to the Promoter.

21.8.2. Not to demolish or cause to be demolished the said Apartment or any part thereof, nor at any time make or cause to be made any addition or any alteration in the elevation and outside colour scheme of the building in which the said Apartment is situated and shall keep the portion, sewers, drains pipes in the said Apartment and appurtenances thereto in good, tenantable and repairable condition and in particular, so as to support, shelter and protect the other parts of the building in which the said Apartment is situated and shall not chisel or in any other manner damage the columns, beams, walls, slabs or R.C.C or other structural members in the said Apartment without the prior written permission of the Promoter/ Association.

21.8.3. Not to put any object or keep flower pot outside the windows or on the projection area of the said Apartment. Outdoor Air conditioning equipment can be fixed at the

area pre-approved by the Promoter. The Allottee/s shall not enclose and/or cover in any manner the exclusive balconies abutting the Apartment and/or affect in any manner the façade or elevation of the building or Project.

21.8.4. Not to do or omit or permit to be done any act or thing which may render void or voidable any insurance of the said Schedule A Property, Project and the building in which the said Apartment is situated or any part thereof or whereby any increase in premium shall become payable in respect of the said building and/or the said Apartment.

21.8.5. To pay within fifteen days of demand by the Promoter or the Association his / her / their share of security deposit / charges / premium / statutory demands demanded by the concerned local authority or Government and/or others for any reason/s whatsoever including for giving water, drainage, electricity or any other service connection to the building in which the said Apartment is situated.

21.8.6. To comply with all the rules and regulation pertaining to electrical installations, fire safety equipment and services, pollution control and general safety equipment and services as may be prescribed by the statutory Authority and/or the Association.

21.8.7. As and when informed that the Schedule C Property is complete, come forward to take possession and pay all the amounts due under this Agreement. The Allottee/s is/are also aware and agree/s that the common amenities and facilities of the said development shall be completed from time to time, some of them by end of the completion of the said overall development of the Larger Project.

21.8.8. If any development and/or betterment charges or other levies are charged, levied or sought to be recovered by any Public Authority in respect of the Schedule A Property, the same shall be borne and paid by the Allottee/s in proportion to his/her/their/its Undivided Share in the Schedule B Property.

21.8.9. To bear and pay any new levies / charges / taxes levied by the Central and / or the State Government for the development of the Apartment which are not levied currently. Any other taxes if levied or to be levied by competent authorities under the law, in respect of any services which the Promoter would be rendering to the

Allottee/s pursuant to this Agreement, shall also be borne by the Allottee/s and the Allottee/s will indemnify the Promoter of any instances of taxes on this Agreement, accruing in future.

21.8.10. To undertake to use the Schedule C Apartment for residential purposes only and shall not use for any other commercial or illegal activities.

21.8.11. To own and enjoy Schedule C Apartment and Allottee/s be liable to comply and adhere to the restrictions and obligations imposed on the Allottee/s as detailed herein. The obligations so detailed in Schedule D hereunder are common to all Allottee/s in the Project.

21.9. The Allottee/s shall not place objects/things/articles which may hinder free use of any common amenities and/or common areas of the Project.

21.10. The garden areas and other greenery abutting the buildings in the Project are for common use and enjoyment of the Apartment purchasers of the said residential buildings and the same shall be kept free from obstructions and constructions at all times and always be kept as garden areas only. The Allottee/s individually or any with other apartment owners of the respective buildings in Schedule A Property shall not erect any compound or fencing around their respective towers.

21.11. The Allottee/s shall not require or undertake by himself before/after delivery of possession of Schedule C Apartment, any additions/deletions/ modifications/changes in position etc., of the windows, doors, overall footprints of the Apartment, internal layout of the Apartment, toilets and kitchen, sit outs/balconies/decks (covered or uncovered), lofts/ledges, staircase, architectural features (external/internal), fabrication works (grills, balcony railings) and external painting, other than what is provided for in the approved plans of Promoter. The Promoter's decision shall be final and the Allottee/s shall not interfere or question the design, cost, construction processes etc., implemented by the Promoter.

21.12. All interior related works that the Allottee/s may take up on his/her/their own can be taken up only after handing over possession of the Apartment to the Allottee/s by the Promoter. The Allottee/s shall carry out interior works only on weekdays during the daytime between 9 A.M. and 6 P.M. The Promoter does not owe any responsibility for any breakages, damages caused to any of the finishing works or to the structure already handed over

to the Allottee/s but originally carried out by the Promoter. The Promoter is not answerable for any thefts during the course of the interior works. Further, no labor employed/engaged by the Allottee/s in completing the interior works are permitted to stay beyond the above referred time in the Schedule C Apartment.

- 21.13.** The terrace of the building(s) on issue of occupancy certificate after completion of construction with the Sanctioned Plan aforesaid will be common to the owners/occupants of the building and hence, the Allottee/s shall have no exclusive right to the terrace areas of the Project.
- 21.14.** The Allottee/s will not object to the rights of the Promoter in allotting the covered car parking spaces in the multi-level car parking for the Schedule C Apartment in the Schedule A Property. The decision of the Promoter in this regard shall be final and binding on the Allottee/s.
- 21.15.** The parking space earmarked to Allottee/s is for exclusive use and enjoyment by Allottee/s and the Allottee/s 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.
- 21.16.** The Allottee/s agree/s that he/she/they shall park their cars/vehicles only at the specific Allottee/s Car Park/s specifically allocated to them and not at any other place, around the building.
- 21.17.** The Allottee/s on allotment of the car parking area, other than use of the same, shall not have any power or authority to transfer the same other than with the Apartment. In addition thereto, the Allottee/s shall not allow the use of the car parking/s allotted for use and enjoyment of the same by any person who does not own or occupy an apartment in the development in Schedule A Property.
- 21.18.** The Promoter as aforesaid will be developing the buildings in Schedule A Property. The Allottee/s is/are aware that the development in the adjoining buildings for future development of the project and/or in subsequent developments will be continuous and progressive day and night. The Allottee/s agree/s not to question the said construction or prevent the same by complaining that the activities in the adjoining buildings/the remaining portion of the Schedule A Property is causing pollution or noise and/or disturbance and it is one of the essential terms of this Agreement.

- 21.19.** The Allottee/s hereby agrees, undertake/s and covenant/s with the Promoter that he/she/they shall not at any time hereafter limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by, or granted to the Promoter under this Agreement, or any other deed, document or writing that may be entered into and executed between the parties hereto, and the Allottee/s shall be bound and liable to render to the Promoter, all necessary assistance and co-operation, to enable the Promoter to exercise and avail of the same.
- 21.20.** It is agreed that the building(s) along with common areas and the Common Amenities and Facilities to be constructed in Schedule A Property shall be held jointly by all the allottee/s through the Association and each of them have proportionate Undivided Share and ownership in the Project as per the terms and conditions herein and the same to be contained in the Sale Deed to be obtained from the Promoter. All areas designated by the Promoter as common areas and the Common Amenities and Facilities including but not limited to passages, lifts, staircases, water lines, sewerage lines as also other facilities which are used in common by other apartment holders in the building shall belong to and vest in the Apartment Owners jointly to be used by all the owners of such building in common. None of the Apartment Owners shall place any obstructions or store or keep any articles in the common areas of the building.
- 21.21.** The Promoter shall have the exclusive right to retain and/ or sell or construct on additional area as per Sanctioned Plan, as approved from time to time. The Allottee/s shall not object to the Promoter constructing the Project at any point of time.
- 21.22.** Though the Allottee/s is/are purchasing the Undivided Share in the entire Schedule A Property, the Allottee/s rights are confined to the land earmarked for the construction of the building in which the Schedule C Apartment is situated i.e., Tower _____, with right to rebuild the said Schedule C Apartment in any eventuality, subject to approvals and plans at the relevant time. The Allottee/s is/are not entitled to balance land or in its share in Schedule A Property and/or any other tower/building/area in which the Promoter will be constructing /or undertaking any other development and they alone are entitled to deal with the same.
- 21.23.** It is expressly agreed and recorded that the specific and general rights arising out of this Agreement in favour of the Allottee/s is/are confined only with respect to the Land on which the building consisting of Schedule C Apartment in Schedule A Property is

envisaged. The Allottee/s shall not be entitled to claim any right or interest or title of whatever nature in respect of balance portion of the land and/or areas or development in Schedule A Property.

21.24. The Promoter reserves the right to retain/remove/plant any trees/plants, electrical equipment, road structures, garbage bins, etc., in the Schedule A Property, which the Allottee/s accept/s and consent/s. The Allottee/s has/have expressly given consent for variations and/or modifications as the Architect/Promoter may consider necessary from time to time during the course of construction. The Architect and Promoters are the final decision makers on these aspects and the Allottee/s shall not interfere or question the design, costs, construction processes etc., implemented by the Promoter.

21.25. The Promoter shall have the right to make any alterations, improvements, additions, repairs which are non-structural, interior or exterior, in relation to any unsold Apartments in Schedule A Property and/or in other towers in the Project and the Allottee/s shall have no objection/make any claims in respect thereto.

21.26. Notwithstanding anything provided in this Agreement, the Allottee/s hereby agree/s and shall undertake that upon completion of the Project, if required by any statutory enactment, including but not limited to the Real Estate (Regulation and Development) Act, 2016 or such enactment governing real estate in India at the relevant time, the Allottee/s shall transfer the undivided interest in the Schedule A Property to the Owners Association without any additional cost or charges to the Promoter and the proportionate stamp duty in respect thereof shall be borne by the Allottee/s.

22. CLUBHOUSE

22.1. The Promoter is developing as part of the Project, Clubhouse in the Project and Allottee/s shall be allotted club membership therein in order to enable the Allottee/s utilise the facilities available in the Clubhouse according to the terms and conditions, as may be specified.

22.2. The Clubhouse is for the exclusive use of owners/occupants in Schedule A Property in Project and the Promoter may provide such facilities therein which they in their sole and absolute discretion consider necessary and viable. The facilities may include hall, sports area, and or any other facilities as may be decided by the Promoter.

- 22.3.** The possession of the buildings and the fittings and fixtures in Clubhouse including movable assets will be handed over to the Apartment Owners Association to be formed by Apartment Owners and till then it will be exclusively with the Promoter and/or their associate concerns, agents, nominees, assignees and they alone shall be entitled to:
- admit either the owners or the tenants in possession as members. Such membership shall be restricted to either the owners or the tenants of Apartments/built spaces in Schedule A Property;
 - fix the rates and charges for use of its facilities and amenities, and to revise the aforesaid from time to time;
 - frame the rules and regulations regarding usage of the facilities in the Clubhouse;
- 22.4.** The Allottee/s as long as he/she/they remain occupant of the Apartment/built spaces in the Project, shall be entitled to the membership of the Clubhouse, subject to (i) strict observance of the rules of the Clubhouse, framed by the Promoter and / or the Association and/or, their agents/assigns, from time to time; (ii) the payment of charges for usage as may be fixed from time to time by the Promoter and/or the Association and/or their agents/assigns.
- 22.5.** The Allottee/s and in case of more than one Allottee/s, any one of them is entitled to be enrolled as member of the Clubhouse. In the event of Schedule C Apartment being let out to tenants on rent and/or lease, such tenants shall also be entitled to use and enjoy benefits of the Clubhouse as long as they are residents at the Project, subject to their complying with the terms and conditions prescribed by the Promoter or the Association and / or their agents/assigns.
- 22.6.** Membership of the Clubhouse entitles a member to use and enjoy the facilities at the Clubhouse, subject to strict observance of rules framed by the Promoter or the Association and/or their agents/assigns. The spouse and his/her immediate family members are entitled to use the facilities in the Clubhouse.
- 22.7.** The facilities of the Clubhouse are available for the benefit of the Allottee/s of the Apartments in the Project as well as for the benefit of the Allottee/s, owners/occupants of the apartments and other spaces in the remaining portion of Schedule A Property. In

the event of a transfer of ownership, the transferee shall be entitled to the benefits of the Clubhouse and the transferor shall cease to be a member of the Clubhouse.

- 22.8.** The Promoter may run the Clubhouse and/or engage any person/s to run the Clubhouse and its activities till it is handed over to the Association envisaged in this Agreement. After handing over the possession of the Clubhouse to the Association, the Promoter is not responsible for maintenance of the Clubhouse, quality of services being rendered or the cost at which services are provided in the Clubhouse.
- 22.9.** That as aforesaid the Clubhouse and facilities provided therein shall be common to all the owners and occupants in Schedule A Property.

23. OWNERS' ASSOCIATION

- 23.1.** The Promoter shall enable the formation of the Association of Purchasers/Owners' Association, by whatever name called, within a period of three months of the majority allottees having booked their apartments in the Project. The Allottee/s hereby agree/s and undertake to become a member of the Association of Purchasers as and when formed by the Promoter and/or by the purchasers of all the apartments and sign and execute all applications for Membership and other papers, bye-laws and documents as may be necessary to form the Association bye-laws and all the rules and regulations of the said Association of Purchasers and proportionately share the expenses for running the Association and its activities referred to herein.
- 23.2.** The Owners' Association shall be governed by a Deed of Declaration to be executed by the Promoter and later by the Association and all owners and occupants are bound by the terms thereof without there being any right to question or modify the same.
- 23.3.** 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 the Project but also for the management, administration and control of the infrastructure and for collecting common expenses/maintenance charges for upkeep and maintenance of common areas/amenities/facilities etc., and will function in terms of Act & Rules thereunder.

- 23.4.** That on the Project being handed over to the Association, the Promoter shall not be responsible for any consequence or liability on account of failure, negligence, act or omission, obstruction, alteration, modification, restraint or improper use by any or all the owners, service providers or their agents with regards to the Common Areas, Amenities and Facilities as well as the fire safety equipment, fire protection systems, their supporting equipment, pollution control and other general safety equipment, related facilities and services.

24. MAINTENANCE OF THE COMMON AREAS OF APARTMENT/PROJECT

- 24.1.** The payment of Maintenance Charges by the Allottee/s shall commence immediately after the Promoter has communicated to the Allottee/s of its readiness to handover the Schedule C Apartment, irrespective of whether the Allottee/s has taken possession of the Apartment or not and that the Promoter shall be entitled to adjust the maintenance expenses out of the advance maintenance charges paid by the Allottee/s.
- 24.2.** The Allottee/s shall be liable to pay for electricity, water, property tax and further pay maintenance charges @ INR ____/- (Rupees _____Only) per sq.ft., on Carpet Area of Schedule C Apartment and other dues as applicable to the Schedule C Apartment and facilities provided in the said Tower, whether possession is taken by the Allottee/s or not. Such amount shall be paid in advance for a period of 12 (twelve) months towards maintenance services.
- 24.3.** During the 12 (twelve) months of maintenance by the Promoter, in the event Promoter finds the aforesaid sums being insufficient to meet the common maintenance charges for any reason including in case of escalation in the cost of labor and other materials used for Common Area Maintenance, the Promoter is entitled to seek proportionate increase in Maintenance Charges.
- 24.4.** After the expiry of 12 (twelve) months, the Allottee/s shall continue to pay to the Promoter maintenance charges as per demand till such time that maintenance activities are handed over to the Association of Apartment Owners. Upon the Association of Apartment Owners taking up such activities, the terms and conditions of the maintenance activities will be finalized in a General Body meeting of the Association.

24.5. The Promoter reserves the right to appoint any person/agency/firm/body corporate to carry out the maintenance activities in respect of the residential complex till such time these services are handed over to the Association.

24.6. On being notified by the Promoter, the Allottee/s herein shall pay to the Promoter agreed a sum of INR. _____/- (Rupees _____ Only) as a one-time payment as deposit or under such other nomenclature, as considered appropriate, towards creating a corpus fund for carrying out any major repair/maintenance of the Project, including any part thereof. On formation of the Association of Apartment Owners ("**Association**") and on handing over the Project to the Association, this amount shall be transferred to the Association by the Promoter.

25. NO RIGHT TO OBSTRUCT DEVELOPMENT

25.1. The Allottee/s shall have no right at any time whatsoever to obstruct or hinder the progress of the construction of the buildings, roads and other developments and facilities or any part thereof in the Schedule A Property and/or in the Project.

26. NOT TO ALTER NAME

26.1. The Allottee/s shall not alter or subscribe to the alteration of the name of the Project in Schedule A Property and/or alter the names assigned to the towers therein.

27. LIMITED RIGHT OF ALLOTTEE/S

27.1. Nothing contained in these presents shall be construed to confer upon the Allottee/s any right, title or interest of any kind whatsoever into or over the Schedule B Property and/or Schedule C Apartment or any part thereof and the Allottee/s will acquire right only upon the execution of the sale deed duly alienating, conveying and transferring the Schedule B Property and Schedule C Apartment.

28. DEFECT LIABILITY PERIOD

28.1. The Promoter is constructing the building and the Apartment/s with good workmanship using standard and approved materials, labor, tools, scaffoldings, ladders, materials, machinery and stores and other equipment's required for the purpose of construction of the

Apartment, and by appointing contractors, engineers, supervisors, workmen and such other persons so required. The Promoter shall take all steps and do all acts for the completion of the development of the Schedule C Apartment.

- 28.2.** The defect liability period in case of any structural defect or workmanship, quality or provision of services of the Promoter shall be for a period of not exceeding 5 (five) years from the date of the Promoter informing Allottee/s the date of completion of Schedule C Apartment and/or or handing over of the Schedule C Apartment and/or obtaining occupancy certificate from the statutory authorities, whichever is earliest. It is however agreed by the Allottee/s that from the date of handing over of the possession of the Schedule C Apartment and till completion of the Defect Liability Period, the Allottee/s shall maintain the Schedule C Apartment in the same state and condition in which it will be handed over to the Allottee/s by the Promoter. Further, the Allottee/s shall, not during such period change/ amend/ modify or carry out any repairs/ renewals in the Schedule C Apartment in any manner whatsoever. All defects that are caused due to normal wear and tear, abuse and improper usage / negligence / omission / act / commission on the part of the purchasers/others, is excluded from this clause and for which the Promoter is neither liable nor responsible. Additionally, in relation to all movables and fixtures forming part of the specifications of the Schedule C Apartment have third-party vendor warranties and the same are to be assigned to the Allottee/s. Also, the manner in which the Schedule C Apartment and its fixtures forming part of specifications are to be maintained shall be in accordance with the user / handover manual to be provided by the Promoter at the time of handing over the Schedule C Apartment.
- 28.3.** The Promoter shall not be responsible for non-structural issues such as difference in shades of tiles, tolerances as per IS and building codes, air pockets beneath tiles, separation cracks/ gaps between non-homogeneous building components, slopes considered for water drainage, reduction in carpet area due to plaster thickness and skirting. Minor tile chipping, places where welding is done, shall not be considered as defects. Defects arising from natural wear and tear/forced/ intentional/accidental damages do not come under the scope of maintenance under defect liability. Any defects or damages caused to glass, ceramic, vitrified, porcelain materials shall not come under the defect liability after accepting possession of the Schedule C Apartment. The Promoter shall also not be liable and/or responsible for any manufacturing defects and/or shortcomings in any electrical and sanitary fittings in the Schedule C Apartment which are subject matter of third-party vendor / manufacturers warranties.

28.4. The Promoter shall not be responsible for routine/non-structural cracks resulting from differential co-efficient of thermal expansion, non-monolithic joints, seasoning effects, sweating of walls, etc., and such other defects caused due to normal wear and tear, abuse and improper usage.

28.5. Specific Exclusions to Defect Liability:

In addition to the conditions listed in Clause 28.3 and 28.4 above, the Promoter during the aforesaid defect liability period shall not be liable if any defects arise as a result of (a) Alterations to the specifications not performed by the Promoter; (b) Abuse of, or damage to, caused by third parties; (c) Improper use of the material and equipment other than for its intended purpose; and (d) Failure by the Allottee/s to properly operate or maintain the works in the Schedule C Apartment including monitoring or servicing equipment, if required by the specifications.

28.6. Right to enter the Apartment for Repairs:

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

29. FIRST CHARGE

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

30. COMPLETE AGREEMENT

30.1. The Parties acknowledge that this Agreement is the complete Agreement. This Agreement supersedes any brochures, advertisements, Letter of Offer/Payment Plan, any prior

agreements and representations between the Parties, whether written or oral. Any such prior arrangements are cancelled as at this Date.

31. ASSIGNMENT

- 31.1.** The Allottee/s hereby agrees/ and confirms/ that this Agreement is not transferable / assignable to any other third party or entity except as provided in this agreement.
- 31.2.** That the Allottee/s shall not be entitled to transfer / assign the rights under this Agreement for a period of two years from the booking date or date of payment of 80% of the consideration under this Agreement, whichever is later.
- 31.3.** Any assignment shall, subject to clause 31.2, be done only by way of written agreement between the Promoter and the Allottee/s herein and the new allottee. The new allottee shall undertake to be bound by the terms of this Agreement including payment of the transfer fees up to 5% of the total Sale Consideration under this Agreement. The transfer fee under this clause shall not apply in case of transfer made to and between the family members i.e., father, mother, brother, sister, son, daughter, husband and wife.
- 31.4.** The Allottee/s will not be able to assign his/her/their rights in portions i.e., the Allottee/s will have to either assign all his/her/their rights under this Agreement or otherwise shall not be entitled to assign his/her/their rights at all.
- 31.5.** In addition to above, the Promoter's consent, if granted, to dispose, transfer or sale by way of assignment of the said Apartment to a third party shall be inter alia subject to the Allottee/s:
- settling all charges outstanding and payable to the Promoter, all other payments mentioned in this Agreement and other overdue interest, if any;
 - Causing the new allottees(s) to execute assignment agreement or fresh agreement for sale with the Promoter (as per the format of the Promoter) and the assignee shall undertake to be bound by the terms of this Agreement.

32. EVENTS OF DEFAULT AND CONSEQUENCES

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

- Promoter fails to complete the Project and/or secure partial Occupancy Certificate for the Project from the plan sanctioning authorities within the time stipulated.
- Promoter fails to deliver possession of the Apartment to the Allottee/s within the time period specified.
- Discontinuance of the Promoters' business as Promoters on account of suspension or revocation of their registration under the provisions of the Act or the Rules or regulations made thereunder.

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

32.2.1. On demand being made by the Allottee/s to withdraw from the Project, the Promoter shall return the amount received by them from the Allottee/s along with Interest calculated at the rate prescribed in the Rules within sixty days of receiving the termination notice.

32.2.2. Where Allottee/s does not intend to withdraw from the Project, he/she/they shall be paid interest at the rate prescribed in the Rules by the Promoter for every month of delay, till the handing over of the possession on the monies received by the Promoter from the Allottee/s until the Completion Date. Provided, however, in the event of delay by the Promoter in handing over the Apartment, all monies paid by the Allottee/s after the Completion Date and until date of completion and handing over of Schedule C Apartment, shall not be liable for payment of interest. The interest payable by the Promoter to the Allottee/s shall be from the date the Promoter received the amount or any part thereof till the date the amount or part thereof or interest is refunded.

Provided however:

- Such delay/default not being attributable to the reason/s mentioned in Clauses 13.2 and 34 of this Agreement;
- The Allottee/s has/have paid all the amounts payable as per this agreement and within the stipulated period and has not violated any of the terms of this Agreement;
- The delay is proved to be willful delay on the part of the Promoter.

- It is clarified that for computing payment of interest, interest shall be paid by the Promoter after computing the entire period of delay and it shall not be payable on a monthly basis. It is further clarified in computing period of delay in handing over the Apartment, any delay due to occurrence of events stipulated in Clause 34 of this Agreement shall be excluded.
- 32.3.** The Allottee/s shall be considered under a condition of Default, on the occurrence of the following events and the Promoter is entitled to terminate this Agreement and deduct the Booking Advance and the interest and other liabilities and refund the remaining amount paid by the Allottee/s within 60 (sixty) days of cancellation as aforesaid:
- 32.3.1.** In case the Allottee/s fail/s to make payments in spite of demands made by the Promoter as per the Payment Plan annexed hereto in Annexure-1, the Allottee/s shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules and if default by Allottee/s under the condition listed above continues for a period beyond 30 (thirty) days after notice from the Promoter in this regard;
- 32.3.2.** In case of default by the Allottee/s in compliance of the clauses stipulated relating to delivery of apartment; or
- 32.3.3.** In the event of breach by the Allottee/s of any of the terms of the agreement and the same not being cured within a period of 30 days' notice to that effect; or
- 32.3.4.** In the event that Allottee/s or any persons claiming under him/her/them shall whether, directly or indirectly, in any capacity or manner, make, express, transmit, speak, write, verbalize or otherwise communicate in any way (or cause, further, assist, solicit, encourage, support or participate in any of the foregoing), any remark, comment, message, information, declaration, communication or other statement of any kind, whether verbal, in writing, electronically transferred or otherwise, that might reasonably be construed to be derogatory or critical of, or negative towards or in manner were to disparage, damage or tarnish the image of the Promoter as aforesaid, the Promoter shall notwithstanding any other remedy available under the applicable law, be entitled to call upon the Allottee/s to withdraw such act/statement/set right the damage through the same medium as the Allottee/s would have done, within 7 (seven) days from the date of service of notice to that affect and on the Allottee/s failure to comply with such demand by the Promoter, it shall amount to

material breach of this Agreement on the part of Allottee/s; consequent to which the Promoter shall be entitled to terminate this Agreement without any further notice and refund the amount paid by the Allottee/s without interest but after forfeiting Booking Deposit and accrued interest. Further the Allottee/s will have no right or claim against the Promoter/Builder and/or in respect of the Schedule B Property and/or Schedule C Apartment.

- 32.4.** The Promoter shall compensate the Allottee/s in case of any loss caused to him/her/them 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 Rules there under.

33. NOTICES

- 33.1.** Any notice or correspondence to be sent to any party under this Agreement shall be addressed and sent to their respective postal addresses and/or electronic communication through E-mail as furnished under their application or as mentioned in this Agreement. Such notices and correspondence are deemed to have been served on the parties if addressed and sent by Courier or by personal delivery or registered post acknowledgement due or email with delivery receipt and not in any other form. The party sending notice/correspondence is not responsible for non-delivery due to change in the address if the party changing the address has not intimated in writing the change of address.
- 33.2.** In case there are more than one Allottee/s, all communications shall be sent by the Promoter to the allottee whose name appears first and at the address given by such allottee who shall for all intents and purposes be considered as properly served on all the members.

34. EVENTS RELATING TO FORCE MAJEURE

- 34.1.** Notwithstanding the definition of Force Majeure hereinabove, the Allottee/s agree/s that in case the Promoter is unable to complete the Project and/or deliver the Apartment to the Allottee/s for his/her/their occupation and use due to (a) any legislation, order or rule or regulation made or issued by the Government or any other authority; or (b) if any competent authority/ies) refuses, delays, withholds, denies the grant of necessary approvals for any reason whatsoever, or (c) if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority/ies)

become subject of any suit/ writ before a competent court, or (d) due to flood, other natural disasters, war, insurrection, epidemic, revolution, riot, terrorist attack, governmental restrictions or so forth which are beyond the reasonable control of the Promoter, (e) non-availability of sand, cement, jelly, labour or critical items or (f) any other circumstances beyond the control of the Promoter or its officials, then the Promoter shall not be liable or responsible for delivery and in the event of cancellation of this Agreement by any party, the Promoter shall only be obliged to refund the amounts received from the Allottee/s without any interest within 60 (sixty) days of termination.

35. GOVERNING LAW & DISPUTE RESOLUTION

- 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 thereunder including other applicable laws of India for the time being in force.
- 35.2.** 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.

36. WAIVER NOT A LIMITATION TO ENFORCE

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

37. BINDING EFFECT

37.1. Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until the Allottee/s sign/s and deliver/s 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/s. If the Allottee/s fail/s to execute and deliver to the Promoter this Agreement within 30 (thirty days) from the date of its receipt by the Allottee/s, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within thirty days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and the Promoter is entitled to forfeit the booking amount paid by the Allottee/s.

38. FURTHER ASSURANCES

38.1. 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.

39. AMENDMENT

39.1. No decision or exercise of discretion/judgment/opinion/ approval of any matter arising out of or contained in this Agreement shall have the effect of amending this Agreement. This Agreement shall be amended only by a written document executed between the Parties.

40. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY

40.1. All drawings, plans and specifications furnished to the Allottee/s will remain the exclusive property of the Promoter until Project is completed.

41. DEFINITION AND INTERPRETATION

41.1. Unless the context otherwise requires, the definitions and the interpretation shall have the meaning set forth in the Real Estate (Regulation and Development) Act, 2016 (Central Act of 2016) and the corresponding Rules;

42. SEVERABILITY

42.1. In the event that any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indications of the same are received by either of the parties from any, relevant competent authority, the Parties shall:

- Amend that provision in such reasonable manner as to achieve the intention of the parties without illegality or;
- At the discretion of the Parties, such provision may be severed from this Agreement;
- The remaining provisions of this Agreement shall remain in full force and effect unless the parties decide that the effect of such declaration is to defeat the original intention of the Parties.

43. CUSTODY

43.1. The original of this agreement shall be with the Allottee/s and a photocopy thereof shall be retained by the promoter.

44. PERMANENT ACCOUNT NUMBERS

44.1. The Income Tax Permanent Account numbers of the parties to this Deed are as under:

Promoter : _____

Allottee/s : _____

SCHEDULE A PROPERTY

All that piece and parcel of property being a portion of BBMP Khatha No. 364 (formed in Sy. Nos. 23, 24/1, 24/2, 24/3, 25/1, 25/2, 25/3 and 26/1) in Ward Number 83-Kadugodi of Pattanduru Agrahara Village, KR Pura 3 Hobli, Bangalore East Taluk, Bangalore admeasuring 15 Acres 11.14 Guntas or 61,829.88 Sq. Meters and bounded on its:

East by : A.B. Vajpayee Road;
West by : Remaining Portion of Sy. No. 23 & 24/1;

North by : Kadugodi Village boundary; &
South by : Sy. No. 26/2, 26/3 & 27 of Pattanduru Agrahara Village.

SCHEDULE B PROPERTY

_____ **(approx) Undivided Share** in right, title, interest and ownership in Schedule A Property proportionate to the Schedule C Apartment as provided in the Declaration of Apartment Owners.

SCHEDULE C APARTMENT

(DESCRIPTION OF APARTMENT AGREED TO BE SOLD)

All that Residential Apartment under construction and bearing No. _____ in _____ **Floor** of '____' **Block/Tower** in the Project "**Cloud Forest**" being built on part of the Schedule A Property, having Carpet Area of _____ with exclusive right to use of _____, of exclusive Balcony* and _____ **Covered** Car Parking Space/s and the apartment is bounded by :

*The exclusive balcony/s and/or verandah and/or open terrace area abutting and reserved for each Schedule C Apartment shall be used exclusively by the Purchaser and/or residents of such Schedule C Apartment only.

SCHEDULE D

(OBLIGATIONS ON THE ALLOTTEE/S)

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

- 1) The Allottee/s shall be bound by the following obligations:
 - 1.1. Not to raise any construction in addition to that mentioned in Schedule C.
 - 1.2. Not to use or permit the use of Schedule C Apartment in a manner which would diminish the value or the utility therein.
 - 1.3. Not to use the space left open after construction in Schedule A Property or in the Project for parking any vehicles or to use the same

in any manner which might cause hindrance to or obstruct the free movement of vehicles parked in the parking spaces or for users of adjoining properties.

- 1.4. Not to default in payment of any taxes or levies to be shared by the other apartment owners of the Schedule A Property.
 - 1.5. Not to decorate the exterior part of the building to be constructed in a manner other than agreed to by at least two third majority of the owners of the apartments in Schedule A Property.
 - 1.6. Not to make any arrangements for maintenance of the building referred to in Schedule A above and for ensuring common amenities for the benefit of all concerned.
- 2) The Allottee/s shall has/have no objection whatsoever to the Promoter managing the building in Schedule A Property by themselves or handing over the common areas and the facilities to a maintenance company/ies for a period of 12 (twelve) months from the date of completion of the construction of the building and thereafter handover the building to the association as soon as it is formed and pending the same, the Promoter shall retain the same and the Allottee/s has/have given specific consent to this undertaking. The Promoter or the maintenance company or Owners Association shall be paid on demand common expenses for upkeep and maintenance of buildings and common areas and facilities in the Project and also service charges for undertaking the said task.
 - 3) An Association will be formed in respect of the residential buildings to be built in Schedule A Property and the Allottee/s shall become Member/s of the Owners' Association and agree/agrees to observe and perform the terms and conditions and bye-laws and rules and regulations of the Association that may be formed and pay the admission fee and other fees that may be required. Such Association shall be purely for the purpose of maintenance and management of the buildings though each individual owner of apartment will be owner thereof and the undivided share in the land. The main purpose and object of such association is to take over accounts/finance of the buildings and the development in the Project and properly manage the affairs of the same, provide all facilities to the occupants and collect from them, the proportionate share of maintenance cost and outgoings.
 - 4) The Allottee/s and other owners of Apartments in the said building shall pay such sums as are required by the Promoter or maintenance company or the Association as the case may be towards maintenance and management of the common areas and facilities in the building and in Schedule A Property (subject to further revision from time to time) for the maintenance and management of the common areas and facilities

and any deficit shall be made good by the Allottee/s in proportion to the area of the Schedule C Apartment.

- 5) It is hereby clarified and agreed that the expenses relating to common areas and common facilities shall be borne by the actual users of the Apartment. However, it is the primary responsibility of Allottee/s to pay the same.
- 6) No apartment owner including Allottee/s can get exempted from liability for contribution towards common expenses by waiver of the use or enjoyment of any common areas and facilities or by abandonment of apartment and/or facilities in Schedule A Property.
- 7) The Allottee/s in the event of leasing the Schedule C Apartment shall keep informed the Promoter or agency maintaining the common areas or Owners Association about the tenancy of the Schedule C Apartment and giving all the details of the tenants and occupants. Upon leasing, only the tenant/lessee shall be entitled to make use of the clubhouse facilities in the place of Allottee/s as temporary members. Notwithstanding the leasing, the primary responsibility to adhere to all the rights and obligations of the Allottee/s contained herein shall be that of the Allottee/s and it shall be the responsibility of the Allottee/s to ensure that the tenant/lessee follows all the rules and regulations that may be prescribed for the occupants of the buildings in the Project.
- 8) The Allottee/s shall use the apartment as a private residence and the car-parking space for parking a light motor vehicle and not for any other purpose. The parking space specifically allotted to Allottee/s is for exclusive use and enjoyment by Allottee/s and the Allottee/s shall not have the right to put up any construction in the parking space or enclose the same or use/convert it for any purpose other than as car parking space.
- 9) The Allottee/s shall maintain the front elevation and the side and rear elevations of the apartment, in the same form as the Promoter construct and not at any time, alter the said elevation in any manner whatsoever.
- 10) The Allottee/s shall keep the Apartment, walls, floor, roof, drains, pipes and appurtenances and belongings thereto, in good condition so as to support, shelter and protect the parts of the entire buildings and shall not do any work which jeopardizes the soundness or safety of the building or the property or reduce the value thereof or impair any easement or hereditament and shall not add any structure or excavate any basement or cellar. The Allottee/s shall promptly report to the Promoter or maintenance company or Association of Apartment Owners as the case may be, of any leakage/seepage of water/sewerage and the like through the roof/floor/wall of the said apartment and especially with regard to the external and common walls shared by the Apartment Owners.

- 11) It is a specific term and condition of this Agreement and of the rights to be created in favour of the prospective Allottee/s in the building and in the said apartment that:
- a) The name and/or apartment number of the Allottee/s shall be put, in standardized letters and coloring only at the location/board that may be designated by the Promoter at a place earmarked for the said purpose and at the entrance door of the particular Apartment but at no other place in the building and the number shall not be altered.
 - b) No sign board, hoarding or any other logo or sign shall be put up by the Allottee/s on the exterior of the building or on the outer wall of the apartment.
 - c) The Allottee/s shall not alter the color scheme of the exterior of the building or of the exterior lobby wall of the said apartment though the Allottee/s shall be entitled to select and carry out any decoration/painting of the interior of the said Apartment.
 - d) The Allottee/s shall not do anything that may adversely affect the aesthetic appearance/beauty of the building, nor do anything in the Schedule A which may cause any nuisance or obstruction or hindrance to the other owners.
 - e) Any further or other construction that may be permitted hereafter over and above the construction sanctioned as aforesaid, such construction may be carried out by and/or at the discretion of the Promoter. The Allottee/s shall not be entitled to object to the same or cause any obstruction or hindrance, nor to ask for any discount and/or rebate and/or abatement in the abovementioned Sale Consideration.
- 12) The Allottee/s shall, from time to time, do and execute all further acts, deeds, matters and things as may be reasonably required by the Promoter for duly implementing the terms and intent of this Agreement and for the formation of Owners' Association.
- 13) The Allottee/s is/are aware that the exclusive right of use of covered car parking space in any one of the levels in the multi-level car parking that will be allotted by the Promoter to the various Apartment Owners and that the right of use so allotted shall vest solely in the respective apartment owner to whom it is allotted. The Allottee/s shall have no objection to such right of use being allotted by the Promoter. It is, however, clearly understood that such right of use shall not vest in the Allottee/s any title to the land earmarked as Allottee/s Car Park/s.

- 14) The Allottee/s shall not object for use of common road / driveway / passage in the Schedule A Property for making use of the same by the owners / occupants / users of the balance portions of the property in Schedule A above.
- 15) The purchasers of apartments in the Project and/or in respective towers shall not at any time cause any annoyance, inconvenience or disturbance or injury to the occupiers of other apartments and parking spaces in the building and Allottee/s specifically shall not:
- a) Close the lobbies, stairways, passages and parking spaces and other common areas.
 - b) Make any alterations in the elevation or both faces of external doors and windows of the apartment/parking space which in the opinion of the Promoter or the Owners' Association differ from the colour scheme of the building.
 - c) Make any structural alterations and/or any fresh openings inside the apartment.
 - d) Default in payment of any taxes or levies to be shared by the other owners of the Schedule A Property or common expenses for maintenance of the building.
 - e) Create nuisance or annoyance or damage to other occupants and owners by allowing pounding, running machinery and causing similar disturbances and noises.
 - f) Install machinery, store/keep explosives, inflammable/ prohibited articles which are hazardous, dangerous or combustible in nature.
 - g) Use the common corridors, stair cases, lift lobbies and other common areas either for storage or for use by servants at any time.
 - h) Bring inside or park in the Schedule A Property, any lorry or any heavy vehicles.
 - i) Use the apartment or portion thereof for purpose other than for residential purposes and not to use for any illegal or immoral purposes.
 - j) Drape clothes in the balconies and other places of building.

- k) Enter or trespass into the parking areas, garden areas and terrace areas not earmarked for general common use.
 - l) Throw any rubbish or used articles in Schedule A Property other than in the dustbin provided in the property.
 - m) Undertake any interior decoration work or additions, alterations inside the apartment involving structural changes without prior consent in writing of the Promoter or the Owners Association.
 - n) Create any nuisance or disturbance or misbehave in the matter of enjoying the common facilities provided to the entire Apartment Owners in the building of the Project.
 - o) Refuse to pay such sums as are demanded for use and enjoyment of common facilities including Clubhouse in the Project.
 - p) Trespass into other residential buildings in the Project or misuse the facilities provided for common use.
 - q) Use the Schedule C Apartment as a transit apartment or service apartment and be let out/permit to use the same on daily/weekly/fortnightly basis.
 - r) Use the Schedule C Apartment for training any skill or art or occupation or conduct any teaching classes.
- 16) The Promoter reserves the exclusive and absolute right to display hoarding/s on all or any of the wings/towers and the terraces and/or in any part of the land and/or buildings in Schedule A Property and as part of its branding of the Promoter and it shall be a covenant running with the land. Neither the Allottee/s nor the Owners Association/s to be formed in the wings/towers shall have the right to question the said acts of Promoter and/or its transferees or persons permitted by them. The Allottee/s specifically consents for the above.
- 17) The use of the common amenities including Clubhouse, swimming pool and other facilities, if any, by the Allottee/s during tenure of membership shall be without causing any disturbance or annoyance to the fellow users and without committing any act of waste or nuisance which may affect the peace and tranquility of the place and shall not default/refuse/avoid paying the subscription and other charges for the use of the facilities therein.
- 18) The Allottee/s shall not park any vehicles in any part of Schedule A Property except in the parking area specifically acquired by the Allottee/s

and earmarked for the Allottee/s and not to enclose the parking areas or put up any construction therein whether temporary or permanent.

- 19) The Allottee/s shall not throw garbage/used articles/rubbish in the common areas, parks and open spaces, roads and open spaces left open in the Schedule A Property. The Allottee/s shall strictly follow rules and regulations for garbage disposal as may be prescribed by the Promoter or agency maintaining the common areas and facilities in the Project / Larger Project or by the Owners' Association.
- 20) The Allottee/s shall not keep any cattle/livestock in the Schedule C Apartment or in Schedule A Property and Allottee/s shall keep all the pets confined within the Schedule C Apartment and shall ensure that the pets do not create any nuisance/disturbance to the other owners/occupants in the building.
- 21) The Allottee/s shall maintain at his / her cost the Apartment and Allottee/s Car Park/s in good condition, state and order and shall abide by all the laws and regulations of the Government, Bruhat Bangalore Mahanagara Palike and any other duly constituted authority from time to time in force, and answer and be responsible for all notices or violations and of any of the terms and conditions in this Agreement, from the date of execution of the sale deed.
- 22) The Allottee/s shall not use the Apartment, Allottee/s Car Park/s, garden, terrace or permit the same to be used for any purpose which in the opinion of the Promoter and/or Association on its formation to cause nuisance or annoyance to occupiers of the other apartments, their parking space, garden or terrace in the said building to the Apartment Owners or occupiers of the neighboring buildings and/or properties nor use the same for any illegal or immoral purposes, nor use the parking space for any other purpose except for parking light motor vehicles and should not construct any barrier enclosing the allotted parking space.
- 23) The Allottee/s shall use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in Schedule A Property and in the building in common with the other Apartment Owners and to permit free passage of water, sanitary, electricity and electrical lines, through and along the same or any of them and share with the other Apartment Owners the cost of maintaining and repairing all common amenities such as common accesses, staircases, lifts, generator, etc., and use the same as aforesaid and/or in accordance with the rules, regulations, bye-Laws and terms of the Association to be formed by or among the Apartment Owners in the Building.
- 24) The common areas and facilities shall remain undivided and no Apartment Owner including Allottee/s shall bring any action for partition

or division of any part thereof. Further the Allottee/s shall not seek partition of undivided share in the Schedule A Property.

- 25) The Allottee/s can make use of the common areas and facilities in accordance with the purpose for which they are intended without hindering or encroaching upon the lawful rights of other Apartment Owners in the wings/tower and/or in the Project.
- 26) The Allottee/s shall pay to the Promoter or maintenance company or Owners' Association as the case may be the following expenses on prorate basis as core maintenance charges.
- a) Expenses for maintenance of lifts, pump sets, generators and other machineries, sanitary and electrical connections in the building and in the Project including the cost of annual maintenance contract for these equipment's;
 - b) Electricity consumption charges for operating all common services and lighting the common areas, basement and all open areas and water consumption charges of buildings and for facilities in the Project;
 - c) Cost of replacement of electrical fittings and bulbs in all common areas, corridors, basement and open places;
 - d) Expenses for maintenance of the buildings and the land surrounding thereto, white washing and colour washing of common areas, roads, developments, club-house, external areas and the compound;
 - e) Expenses incurred in the maintenance of landscape, Gardens, pots and other plants in Schedule A Property;
 - f) Salaries and wages payable to the property manager, security guards, lift operators, plumbers, electricians, gardeners, pumps and generator operators and all other staff so appointed;
 - g) Such other expenses which are common in nature and not attributable to any unit in particular but relates to the development in Schedule A Property in general.
 - h) All taxes payable, service charges and all other incidental expenses in general.

- 27) That in addition to payment of the expenses referred to in above Paras, the Allottee/s should also pay promptly the general maintenance charges (for upkeep and maintenance of all common areas, roads, amenities and facilities, which are common to development in Schedule A Property) periodically or as and when demanded by the Promoter /maintenance agency/Owners' Association, as the case may be.

ANNEXURE-1

DETAILS OF PAYMENTS/PAYMENT PLAN FOR PURCHASE OF SCHEDULE B PROPERTY & SCHEDULE C APARTMENT

The Sale Consideration for the Schedule B Property and the Schedule C Apartment is **INR _____/- (Rupees _____ Only)** which shall be payable in the manner enumerated below and the payment as stated below is the essence of this Agreement. Pursuant thereto the Allottee/s has/have paid to the Promoter **INR. _____/- (Rupees _____ Only)**. The Balance Sale Consideration shall be paid as stated herein below as per the Demand Notice issued through the Courier or RPAD or Hand Delivery or E-mail:

Alembic Cloud Forest				
<u>Tentative Payment Schedule</u>				
Sl.No	Particulars	Percentage of Total Flat Cost		
1	Booking Amount	10%		
2	On completion of Agreements (Within 30 Days of Booking)	10%		
3	On Completion of Ground Floor Slab	10%		
4	On Completion of 5th Floor Slab	7%		
5	On Completion of 10th Floor Slab	7%		

6	On Completion of 15th Floor Slab	7%		
7	On Completion of 20th Floor Slab	7%		
8	On Completion of 25th Floor Slab	5%		
9	On Completion of 30th Floor Slab	5%		
10	On Completion of Roof floor Slab	5%		
11	On Completion of Flooring	8%		
12	On completion of external painting	7%		
13	On completion of CP & Sanitary Fixtures of a particular Unit	6%		
14	On completion of electrical Switches of a particular Unit	3%		
15	On or Before Registration of Sale Deed	3%		
Total		100%		

Note:

a) In addition to the above, 100% of Other Costs, Charges and Expenses, which inter alia includes 1 (one) year's advance maintenance charges, corpus fund, stamp duty, registration fees, legal charges, move-in charges and any other agreed charges will be demanded along with the last demand raised mentioned at sr. no. 15 above.

b) Statutory Payments being Goods and Services Tax, cess and similar levies will be charged along with each demand separately, at the rates then applicable.

ANNEXURE-2
FLOOR PLAN OF APARTMENT

[TO BE ADDED]

ANNEXURE-3
COMMON AMENITIES & FACILITIES

- Lifts & Staircases
- Corridors/Passages /Lobbies
- Electrical, Communication & Fire shafts
- Staircase headroom & Lift Machine room
- Security cabins
- Water Softener Plant.
- Sewerage Treatment Plant
- Aesthetically designed central landscaping gardens.
- Elegantly designed Swimming Pool
- Conjoined toddler's Pool.
- Ultra-modern gymnasium
- Billiards Table.
- Multipurpose Party hall.
- Squash Court
- Convenience Store
- Crèche
- Amphitheatre
- Outdoor Gym
- Cycle Track

ANNEXURE-4

SPECIFICATIONS



STRUCTURE & PAINTING

- Earthquake Resistant Zone II compliant RCC framed structure with RCC walls & Block masonry walls
- All Internal walls with smooth finish
- Interior: Emulsion paint for walls and ceiling
- Exterior: Textured or Emulsion paint



FLOORING

- Vitrified tiles in living, dining, bedrooms , kitchen and foyer
- Ceramic / Vitrified / Porcelain tiles for balcony and utility
- Laminate wooden flooring in Master Bedroom



KITCHEN

- Ceramic / Vitrified / Porcelain tiles up to 2 ft. height over the platform
- Provision for electric chimney, water purifier, washing machine, and sink in utility area.



TOILETS

- Glazed/matte ceramic, porcelain, or vitrified tiles for dado
- High-quality anti-skid/matte ceramic or porcelain tile flooring for all bathrooms
- Best-in-class plumbing and sanitary wares
- False ceiling in all bathrooms



DOORS & WINDOWS

- Solid wood frame with veneer finish shutter for main entrance door with architrave
- Internal doors: Engineered/Solid wood door frame with laminate finish flush or engineered shutter
- UPVC / Aluminum sliding shutters for windows



ELECTRICAL

- Elegant modular switches
- Provision for electrical points at convenient locations
- Concealed wiring
- Power backup for lighting circuits in each apartment



LIFTS / LOBBIES

- Four elevators - Three passenger lifts and one service/fire lift in each tower
- Elegant Ground floor entrance lobbies adorned with vitrified

tiles or natural stone

DISCLAIMER:

- The above specifications are subject to minor variations in actual implementation.
- This document serves as a guide only. For accurate details regarding any proposed booking or acquisition of units/premises, please verify directly with our authorized sales team only.

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

For SHRENO LIMITED	
Authorised Signatory PROMOTER	
ALLOTTEE/S	
<u>WITNESSES:</u>	
1	Signature: _____ _____ Name: _____ _____ Address:
2	Signature: _____ _____ Name: _____ _____ Address:

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Drafted By :