

AGREEMENT OF SALE

THIS AGREEMENT OF SALE ("AGREEMENT") EXECUTED ON THIS _____ DAY OF _____, TWO THOUSAND AND TWENTY-FIVE (____/____/2025) AT BANGALORE.

BETWEEN:

1. **M/s. MYTHREYI ADDRESS LLP**, A Limited Liability Partnership firm, having its registered office at No. 152, 12th Cross, 20th Main, Sarakki Layout J P Nagar 2nd Stage, J P Nagar III Phase, JP Nagar Police Station, Bangalore South, Bangalore 560 078. Represented by its Authorized Signatory, **Mr. Rajendran Bangalore Kuppaswamy**, (Aadhar No. 5872 2281 1546) PAN: ACBFM5040K,
2. **Mr. N M Muthappa** son of Sri. N S Muthanna, aged about 50 years, residing at No.3, 8th cross, Amruth Nagar, Sector A, Bangalore, 560092, Aadhaar - 8568 7428 4254, Aadhar No: _____
3. **Mr. N M Muddappa** son of Sri. N S Muthanna, aged about 50 years, residing at No.35, 12th cross, C Road, Ideal Home, Rajarajeshwari Nagar, Bangalore South, 560098, Aadhaar 8568 7428 4254,

All are represented by their General Power of Attorney Holder **M/s. INDIABUILD REALTY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its Registered Office at No.6/A, 2nd Floor "Kabra Excelsior", 7th Cross, 1st Block, Koramangala, Bangalore - 565 003, represented by its Authorized Signatory _____,

hereinafter referred to as the "**Landowners/Group I Vendors**" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assigns) of the **FIRST PART**.

AND

M/s. INDIABUILD REALTY PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its Registered Office at No.6/A, 2nd Floor "Kabra Excelsior", 7th Cross, 1st Block, Koramangala, Bangalore - 565 003, represented by its Authorized signatory _____, Aadhar No. _____, hereinafter referred to as "**Group II Vendor/Developer**" (Which expression wherever it so requires shall mean and include all its executors, administrators, nominees and permitted assigns etc.) of the **SECOND PART**.

IN FAVOUR OF

MR. _____,
S/o. Mr. _____
Aged about _____ years,
Address: No. _____
(Aadhaar No: _____)
PAN No: _____

hereinafter called the “**Allottee**” / “**Purchaser**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees) of the **THIRD PART**.

*The Group I Vendors/Landowners, Group II Vendors/Developer/Developer and Allottee/Purchaser/s shall individually be referred to as the “**Party**” and shall collectively be referred to as the “**Parties**”.*

WHEREAS:

- A. The **First of the Group I Vendor**, represent that it is the absolute owner by title and in actual possession and enjoyment of the property being residentially converted land bearing **Sy. No. 14/1** measuring 2 Acre 39 Guntas, situated at Kamenahalli Village, Kundana Hobli, Devanahalli Taluk, Bengaluru Rural District, (duly converted under official memorandum bearing No. 742467, dated 24/01/2025, issued by the Deputy Commissioner, Bangalore Rural Dist.), which is more fully detailed under the Item No.1 of the Schedule ‘A’ and the same is purchased by the **First of the Group I Vendor**, vide Sale Deed dated 29/12/2024, registered on 02/04/2025, registered as Document No. DBP-1-00050/2025-26, in Book-I, in the office of the Sub-Registrar Bangalore Rural (Doddaballapura) from Mr. Babu V and Others.
- B. The **Second of the Group I Vendor**, represent that he is the absolute owner by title and in actual possession and enjoyment of the property being residentially converted land bearing **Sy. No. 14/3** measuring 1 Acre 3 Guntas, situated at Kamenahalli Village, Kundana Hobli, Devanahalli Taluk, Bengaluru Rural District, (duly converted under official memorandum bearing No. 742466, dated 24/01/2025, issued by the Deputy Commissioner, Bangalore Rural Dist.), which is more fully detailed under the Item No.2 of the Schedule ‘A’ and the same is purchased by the **Second of the Group I Vendor**, vide Sale Deed dated 10/12/2014, registered as Document No. DNH-1-07483/2014-15, in Book-I, Stored in CD No. DNHD 478 in the office of the Sub-Registrar, Devanahalli from Sri Chikkappaiah through his GPA holder Sri M. Shivakumar.
- C. The **Third of the Group I Vendor**, represent that he is the absolute owner by title and in actual possession and enjoyment of the property being residentially converted land bearing **Sy. No. 183** measuring 3 Acre 04 Guntas, excluding 06 guntas of ‘B’ karab, situated at Thindlu Village, Kundana Hobli, Devanahalli Taluk, Bengaluru Rural District,

(duly converted under official memorandum bearing No. 430249, dated 10/01/2023, issued by the Deputy Commissioner, Bangalore Rural Dist., which is more fully detailed under the Item No.3 of the Schedule 'A' and the same is purchased by the **Third of the Group I Vendor**, vide Sale Deed dated 13/05/2015, registered as Document No. DNH-1-01213/2015-16, in Book-I, Stored in CD No. DNHD 542 in the office of the Sub-Registrar, Devanahalli from Mr. Sathyapal Sudhir Kumar and others.

D. The **Group II Vendor/Developer**, represent that it is the absolute owner by title and in actual possession and enjoyment of all that property being residentially converted land bearing **(1) Sy No. 154/1**, measuring 32.08 Guntas, excluding 4.08 Guntas 'B' Karab (duly converted under official memorandum bearing No.742451, dated 24/01/2025, issued by the Deputy Commissioner, Bangalore Rural Dist.), which is more fully mentioned and described in **Item No.4** of the Schedule 'A' hereto, and **(2) Sy No. 154/2**, measuring 32.08 Guntas, excluding 4.08 Guntas 'B' Karab, (duly converted under official memorandum bearing No. 742452, dated 24/01/2025, issued by the Deputy Commissioner, Bangalore Rural Dist.), which is more fully mentioned and described in **Item No.5** of the Schedule 'A' hereto, both situated at Thindlu Village, Kundana Hobli, Devanahalli Taluk, Bengaluru Rural District, the **Group II Vendor/Developer** acquired Item No.4 and Item No.5 by virtue of the following Sale deeds;

- **Item No.4:** Sale Deed dated 02/12/2021, registered as Document No. DNH-1-07735/2021-22, in Book-I, stored in CD No. DNHD 1410, in the office of the Sub-Registrar, Devanahalli from Sri Mohan Lal; and
- **Item No.5:** Sale Deed dated 02/12/2021, registered as Document No. DNH-1-07734/2021-22, in Book-I, stored in CD No. DNHD 1410, in the office of the Sub-Registrar, Devanahalli from Sri B Venkata Reddy.

E. The Item No.1, Item No. 2, Item No. 3, Item no. 4 and Item No. 5 of the Schedule are contiguous to one another and forms one composite block and hereinafter shall be collectively referred to as "**Schedule 'A' Property**".

F. The Group I Vendors and Group II Vendor are fully seized and possessed of their respective properties in Schedule "A" property with power and authority to sell or otherwise dispose of their respective properties in favor of any person of their choice.

G. The Group I Vendors, have entered into the separate Joint Development Agreement and General Power of Attorney with the Group II Vendor/Developer, authorizing and empowering the Group II Vendor/Developer to get the Approvals/Sanctions/modified Sanctions/ NOC's from the concerned authorities along with all powers including authorizing and empowering them to sell the Developer's share, which are allotted to the Developer according to their sharing ratio as mentioned in the Joint Development Agreement, in terms of the following document as detailed below;

- i. The **First of the Group I Vendor**, have entered into a registered Joint Development Agreement dated 27/05/2025, with the Developer/Developer herein, registered as Document No. DBP-1-02562/2025-26, in Book I, in the office of the Sub-Registrar, Doddaballapura and also have executed a General Power of Attorney dated 27/05/2025, registered as Document No. DBP-4-00239/2025-26, in Book IV, in the office of the Sub Registrar Doddaballapura, for development of **Item No. 1** of the Schedule 'A' Property. Under the terms of the aforesaid Joint Development Agreements, the **First of the Group I Vendor** is entitled to **50%** of the developed sital area and the Group II Vendor/Developer having undertaken to develop the Item No.1 of the Schedule 'A' Property, at its own cost and expense is entitled to **50%** of the developed sital area in the residential development in the **Item No. 1** of the Schedule 'A' Property.
- ii. The **Second of the Group I Vendor** , has entered into a registered Joint Development Agreement dated 10/12/2021, registered as document No. DNH-1-08107/2021-22, stored in CD No. DNHD1417, registered in the office of the Senior Sub Registrar Devanahalli, and also have executed a General Power of Attorney dated 27/05/2025, registered as Document No. DNH-4-00613/2021-22, in Book IV, stored in CD No. DNHD1417, in the office of the Sub Registrar Devanahalli, for development of **Item No. 2** of the "Schedule 'A' Property. Under the terms of the aforesaid Joint Development Agreements, **Second of the Group I Vendor** is entitled to **40%** of the developed sital area and the Group II Vendor /Developer having undertaken to develop the Item No. 2 of the Schedule 'A' Property, at its own cost and expense is entitled to **60%** of the developed sital area in the residential development in the **Item No. 2** of the Schedule 'A' Property.
- iii. The **Third of the Group I Vendor**, has entered into a registered Joint Development Agreement dated 28/01/2022, registered as document No. DNH-1-09972/2021-22, stored in CD No. DNHD1453, registered in the office of the Senior Sub Registrar Devanahalli, and also have executed a General Power of Attorney dated 27/05/2025, registered as Document No. DNH-4-00753/2021-22, in Book IV, stored in CD No. DNHD1453, in the office of the Sub Registrar Devanahalli, for development of **Item No. 3** of the Schedule 'A' Property. Under the terms of the aforesaid Joint Development Agreements, **Third of the Group I Vendor** is entitled to **40%** of the developed sital area and the Group II Vendor/Developer having undertaken to develop the Item No. 3 of the Schedule 'A' Property, at its own cost and expense is entitled to **60%** of the developed sital area in the residential development in the **Item No. 3** of the Schedule 'A' Property;

- iv. Whereas, the **Group II Vendor/Developer**, is further entitled to develop and sell its share of the sites in the Item No. 4 and Item No.5 of the Schedule 'A' Property in favor of the prospective Allottees and to realize the sale proceeds from all the Allottee of sites.
- H. The **Group II Vendor/Developer** have formulated a scheme to develop the Schedule 'A' Property in all totally measuring 8 Acres 31 Guntas, during the process of sanction plan, post survey of the composite Property the land available for development of the Schedule 'A' Property is only 7 Acre 27.08 Guntas and has obtained the provisional Layout Plan sanctioned from Bangalore International Airport Area Planning Authority (BIAPPA) vide dated 03/06/2025 in No. BIAAPA/TP/LAO/128/24-25/25-26, and accordingly the **Group II Vendor / Developer** is developing a residential layout in the name & style "**IVC NORTHSHIRE ADDRESS**" on the Schedule 'A' Property comprising individual sites. In terms of the scheme of development agreed between Group I Vendors and the Group II Vendor/Developer. The Group II Vendor/Developer agrees and undertakes that they shall not make any changes to these approved plans except in strict compliance with Section 14 of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as "Act") and other laws as applicable.
- I. The Schedule 'A' Property are earmarked for the purpose of plotted development of a residential project, comprising of one Commercial Site and 104 different measured residential **Sites/Plots**, carved out of Item No. 1 to 5 of the Schedule A Property and the said project shall be known as "**IVC NORTHSHIRE ADDRESS**" ("herein after referred to as "**Project**"). The common road/s, park/s and play areas being common in the nature to the entire development in the Schedule 'A' Property as more fully detailed hereinafter referred to as "Common Area".
- J. The Group I Vendors and the Group II Vendor/Developer in terms of Sharing Agreements dated: _____/2025, have identified their respective shares in the project "**IVC NORTHSHIRE ADDRESS**" and one such site carved out in the Schedule 'A' Property which is more fully mentioned and described in the Schedule 'B' hereunder and hereinafter referred to as "**Schedule 'B' Property/Site**" is allotted to the share of the Group II Vendor/Developer and the Group II Vendor/Developer is entitled to receive the entire sale consideration & other charges with full power and authority to sell and deal with the same.
- K. The Group I Vendors have granted the Group II Vendor/Developer sole and exclusive right to sell the site belongs to the Group II Vendor/Developer share of the site in the said Project by the Group II Vendor/Developer on the Schedule 'A' Property and to enter into Agreement/s, Sale Deed/s with the Allottee/s of the site and to receive the sale consideration in respect thereof.

- L. The Group II Vendor/Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Group II Vendor/Developer regarding the Schedule 'A' Property have been completed;
- M. The Group II Vendor/Developer has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority vide Registration No. _____ dated: _____ on registration;
- N. The Allottee/s had/have applied for a plot in the Project *Vide* Application No. _____, dated: _____ and has been allotted the Plot No. _____ measuring _____ Square Feet, more particularly described in **Schedule 'B'** and hereinafter referred to as "**Schedule 'B' Property**" and the Layout Plan marking the Schedule 'B' Property/Site is annexed hereto and marked as "**Schedule 'C'**";
- O. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- P. On demand from the Allottee/s, the Group II Vendor/Developer has given inspection to the Allottee/s of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Developer's Architects and of such other documents as are specified under the Act and the Rules made thereunder.
- Q. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the Laws, Rules, Regulations, Notifications, etc., applicable to the Project;
- R. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable Laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- S. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Allottee/s hereby agrees to purchase the Schedule 'B' Property as specified in Para N;

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

1. TERMS:

- 1.1. Subject to the terms and conditions as detailed in this Agreement, and the rights and obligations of the Allottee as specified in the Schedule "F" here below the Group II Vendor/Developer agrees to sell to the Allottee and the Allottee hereby agrees

to purchase, the Schedule 'B' Property as specified in above.

- 1.2. The Group II Vendor/Developer shall sell and Allottee shall purchase Schedule 'B' Property/Site for a total sale price of **Rs.**_____/-
(Rupees _____) as detailed below:

Sl. No.	Particulars	Amount
1.	Sale Consideration for Schedule 'B' Property/Site @ Rs._____-/- per Sq.Ft. X _____ Sq.Ft.	Rs._____-/-
2.	Preferential Location Charge (PLC) @ Rs._____-/- per Sq.Ft. X _____ Sq. Ft.	Rs._____-/-
3.	Infrastructure Charges	Rs._____-/-
4.	Club House Membership Charges	Rs._____-/-
5.	Goods & Service Tax (GST) @ 18% on Infrastructure Charges and Club House Membership Charges	Rs._____-/-
Total		Rs._____-/-

EXPLANATION:

(i) The Total Price of the Schedule 'B' Property includes: 1) price of the Site 2) Preferential Location Charge, 3.) Infrastructure Charges 4) Club House Membership Charges, 5) Goods & Service Tax on Infrastructure Charges and Club House Membership Charges, as provided in the Agreement.

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Group II Vendor/Developer by way of GST or any other similar taxes which may be levied, in connection with the Project payable by the Group II Vendor/Developer up to the date of handing over the possession of the Schedule 'B' Property.

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Allottee/s to the Group II Vendor/Developer shall be increased/reduced based on such change / modification.

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged to the Allottee/s.

- (iii) The Developer shall periodically intimate to the Allottee/s, the amount payable as stated in (i) above and the Allottee/s shall make payment within 15 (Fifteen) days from the date of such written intimation. In addition, if there is a change in Taxation the Developer shall provide to the Allottee/s relevant acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- 1.3. The Total Price is escalation-free, save and except increases which the Allottee/s hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Group II Vendor/Developer undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost/charges imposed by the competent authorities, the Developer shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee/s.
- 1.4. The Allottee/s agrees that he/they has/have no objection to Developer at his/their discretion shall sell the plot/s with construction and also, he/they will have the absolute right over the Sale Price. The Purchaser fully agrees to this. That the Sale Consideration agreed herein is based on the mutual negotiations between Allottee/s and the Developer, and Allottee/s shall have no right to renegotiate the Sale Consideration in comparison with other Allottee/s in the Project for any reason whatsoever.
- 1.5. The Allottee/s shall make the payment as per the payment plan set out in **Schedule 'D' ("Payment Plan")**.
- 1.6. It is agreed that the Developer shall not make any additions and alterations in the layout plans and specifications described therein in respect of Schedule 'A' Property, unless modification is required to be made in compliance of any order or direction issued by competent authority or statutory authority or due to change in any Law. Provided the Developer may make such minor additions or alterations which are negligible in nature and does not affect the Allottee/s in any manner.
- 1.7. The Developer agrees to pay all outgoings before transferring the physical possession of the Site to the Allottee/s, which it has collected from the Allottee/s, for the payment of outgoings (Like ground rent, municipal or other local taxes, charges for water or electricity if any), including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Schedule 'B' Property. The Allottee/s also shall verify all the above-mentioned charges before transfer or taking possession of the Schedule 'B' Property.

- 1.8. The Allottee/s including the application amount has paid an advance of **Rs. _____/- (Rupees _____ Only)**, as booking amount being part payment and hereafter also called as the advance amount, towards the Total Price of the Schedule 'B' Property at the time of signing this agreement, the receipt of which the Group II Vendor/Developer hereby acknowledges and the Allottee/s hereby agrees to pay the remaining price of the Schedule 'B' Property as prescribed in the Payment Plan as may be demanded by the Developer within the time and in the manner specified therein. In case if the Allottee/s delays in payment towards any amount which is payable, he/they shall be liable to pay interest at the rate of State Bank of India's marginal cost of funds-based lending rate (MCLR) + 2% per annum.

2. MODE OF PAYMENT

- 2.1. Subject to the terms of the Agreement and the Developer abiding by the milestones, the Allottee/s shall make all payments, on demand by the Developer, within the stipulated time as mentioned in the Payment Plan through A/c Payee Cheque/Demand Draft or Online Payment (as applicable) in favour of "**Axis Bank, Account Name - Indiabuild Realty Pvt Ltd Master Collection Account for IVC Northshire Address, A/c No. 925020028277608, IFSC code: UTIB0001506**" payable at Bangalore.
- 2.2. The Developer shall not be responsible towards any third-party making payment/remittances on behalf of the Allottee/s and such third party shall not have any right in the Application / Agreement of the Schedule 'B' Property/Site applied for herein in any way and the Developer shall be issuing the payment receipts only in favour of the Allottee/s only.

3. COMPLIANCE OF STATUTORY REQUIREMENTS:

The Allottee/s, if resident outside India, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules made thereunder or any statutory amendment(s), modification(s) made thereof and all other applicable Laws including that of remittance of payment, acquisition/sale/transfer of immovable properties in India etc., and provide the Developer with such permissions, approvals which would enable the Developer to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable Law. The Allottee/s understands and agrees that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they shall be liable for any action under the Foreign

Exchange Management Act, 1999 as amended from time to time.

The Developer accepts no responsibility in this regard. The Allottee/s shall keep the Developer 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 immediately and comply with necessary formalities if any under the applicable Laws. If the Developer finds or comes to know that the Allottee/s has/have not complied with the Terms of Govt then the Developer reserves the right to cancel the agreement and also refund the amounts collected from the Allottee/s without Interest and after deducting as per the terms mentioned in below clause. The Allottee/s fully agrees to this and also indemnifies the Developers against all claims and costs. The Allottee/s further declare/s and authorize/s the Developer to give personal information of the Allottee/s to any statutory authority as may be required from time to time. The Allottee/s further affirms that the information/details provided is/are true and correct in all respect and nothing has been withheld including any material facts within his/her/their/its knowledge. Any breach of this clause by the Allottee/s, he/they will be solely responsible and liable for all the consequences.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee/s authorizes the Group II Vendor/Developer to adjust/appropriate all payments made by him/her/them under any head(s) of dues, against any outstanding, if any, in his/her/their name as the Developer may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Group II Vendor/Developer to adjust his/her/their payments in any manner.

5. TIME IS ESSENCE:

The Group II Vendor/Developer shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the plot to the Allottee/s and the common areas to the association of Allottees or the competent authority, as the case may be. Similarly, the Allottee/s shall make timely payments of the installment and other dues payable by him/her/them and meeting the other obligations under the Agreement provided in **Schedule 'D' ("Payment Plan")**.

6. DEVELOPMENT OF THE PROJECT/SCHEDULE SITE/PLOT:

- a. The Group II Vendor/Developer shall develop/construct this Project on the Schedule 'A' Property in accordance with the sanctioned plan as approved by the Bangalore International Airport Area Planning Authority (BIAPPA).

- b. Provided that Group II Vendor/Developer shall have to obtain prior written consent of Allottee/s in respect of any major variations or modifications that adversely affect the Allottee/s site.
- c. Notwithstanding anything contained herein, Group II Vendor/Developer shall be entitled to carry out any and all alterations or additions as may be required by any Authority in accordance with Applicable Law, or such changes and alterations necessitated on account of change in law.
- d. The Allottee/s further acknowledge/s and confirms that the Group II Vendor/Developer may, at any time, vary/modify the Layout plan except for the Project in such manner as the Group II Vendor/Developer may deem fit, subject however to the sanction of the concerned authorities. The Developer shall be entitled to carry out minor additions due to architectural and site condition which does not require sanction and does not affect the Allottee/s in any manner.
- e. The Allottee/s hereby agrees that any construction he/she/they put up on the Schedule 'B' Site shall be in conformity with the bye-laws/rules laid down by planning authority by leaving proper setbacks and Allottee/s hereby further agrees to obtain plan sanction from the Concerned Authority or from any concern plan sanctioning authority to put up construction on the Schedule 'B' Property/Site and there shall be no deviation from the Plan Sanction / Bye- Laws / Rules laid down whatsoever by the sanctioning authority.
- f. The Allottee/s also agrees that he/she/they will not object to any construction that may be done on the retained sites held by the Group II Vendor/Developers irrespective of the number of plots. The Developer agrees that he/she/they would obtain necessary plan sanction for putting up such construction.

7. POSSESSION OF THE SITE:

- 7.1. **Schedule for possession of the said Site.** - The Group II Vendor/Developer agrees and understands that timely delivery of possession of the Site is the essence of the Agreement. The Group II Vendor/Developer, based on the approved plans and specifications, assures to hand over possession of the site on or before **31/12/2027**, unless there is delay on account of Force Majeure. Force Majeure events for the purpose of this agreement are war, flood, drought, fire, cyclone, earthquake, Covid like situation, act of God. Any notice, order, rule, notification of the Government and /or other public competent authority / Court or any other calamity caused by nature affecting the regular development of the real estate project, reasons beyond the control of Group II Vendor/Developer. If, however, the completion of the Project is delayed due to the Force Majeure conditions or such reasonable circumstance then the Allottee/s agrees that the Developer shall be

entitled to the extension of time for delivery of possession of the Schedule 'B' Property/Site, provided that such conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee/s agrees and confirms that, in the event it becomes impossible for the Group II Vendor/Developer to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Group II Vendor/Developer shall refund to the Allottee/s the entire amount received by the Developer from the allotment within 60 days from that date subject to Allottee/s completing all the cancellation formalities required by the Developer. Once refund of the money paid by the Developer to the Allottee/s, he/they agrees that he/they shall not have any rights, claims etc., against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2. **Procedure for taking possession.** - The Group II Vendor/Developer upon obtaining the Release Order from the competent authority shall offer in writing the possession of the Site, to the Allottee/s in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the Developer shall give possession of the site to the Allottee/s. The Allottee/s agree/s to pay all balance payments, deposits, maintenance charges and other charges as determined by the Developer and also to complete all the formalities required by the Developer for such transfer. After obtaining the Release Order and handing over physical possession of the Sites to all the Allottee/s, it shall be the responsibility of the Developer to handover the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local Laws. The Allottee/s shall fully check and satisfy himself/themselves before taking possession of Site/Schedule 'B' Property/Site, the measurement of Site and also the works done is as per the terms mentioned in the Agreement.
- 7.3. **Failure of Allottee/s to take Possession of Site.** - Upon receiving a written intimation from the Developer as per Clause 7.1, the Allottee/s shall take possession of the Schedule 'B' Property/Site from the Group II Vendor/Developer by executing necessary indemnities, undertakings, payments and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the Site to the Allottee/s. In case the Allottee/s fails to complete formalities as mentioned above and take possession within the time provided in Clause 7.1, such Allottee/s shall continue to be liable to pay maintenance charges as applicable & holding charges of Rs. 5,000/- (Rupees Five Thousand Only) per month. The Allottee/s however shall not postpone taking the possession of the property on the grounds that he/they has/have paid Maintenance Charges.
- 7.4. **Compensation-** The Vendors and Developer shall compensate the Allottee/s in case of any loss caused to him/them due to defective title of Schedule 'A' Property, on which the project is being developed or has been developed, in the manner as provided under the Act. Except for occurrence of a Force Majeure event, if the

Developer fails to complete or is unable to give possession of the Site (i) in accordance with the terms of this Agreement, duly completed by the date specified herein. or (ii) due to discontinuance of his business as a Developer on account of suspension or revocation of the registration under the Act or for any other reason. The Developer shall be liable, on demand to the Allottee/s, in case the Allottee/s wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Schedule 'B' Property/site, with interest at the rate specified in the Rules within 60 days including compensation in the manner as provided under the Act. Provided that where if the Allottee/s does not intend to withdraw from the Project, the Developer shall pay the Allottee/s interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the site, which shall be paid by the Developer to the Allottee/s within Sixty days of it becoming due.

- 7.5. That Allottee/s is/are also aware and agrees that some of the Common Amenities and facilities in the Project shall be completed by the Project Completion Date. The non-completion of the Common Amenities and Facilities of the Project by the Completion Date shall not give any right to the Allottee/s to claim any damages on the Developers, nor claim breach of the Agreement.
- 7.6. Without prejudice to the other rights of the Developer hereunder, the Developer shall in respect of any amounts remaining unpaid by the Allottee/s under this Agreement, have a first charge of said Site or Schedule 'B' Property and the Allottee/s shall not transfer his/her/their/its rights under this Agreement, in any manner whatsoever, without making full payment of all amounts payable by the Allottee/s under this Agreement, to the Group II Vendor/Developer. It is hereby clarified that for the purposes of this Agreement, payment shall mean the date of credit of the amount in the account of the Group II Vendor/Developer.

8. REPRESENTATIONS AND WARRANTIES OF THE GROUP II VENDOR/DEVELOPER

- 8.1. The Group II Vendor/Developer hereby represents and warrants to the Allottee/s as follows:
- i. The Group II Vendor/Developer has absolute, clear and marketable title with respect to the Schedule 'A' Property, the requisite rights to carry out development upon the Schedule 'A' Property and absolute, actual, physical and legal possession of the Schedule 'A' Property for the Project.
 - ii. The Group II Vendor/Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project.
 - iii. All approvals, licenses and permits issued by the competent authorities with respect to the Project, Schedule 'A' Property is valid and subsisting and have

- been obtained by following due process of Law.
- iv. There is no mortgage upon the 'Schedule A Property' or the Project.
 - v. The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected.
 - vi. The Schedule 'A' Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule 'A' Property.
 - vii. The Group II Vendor/Developer till date has duly paid and discharged all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable to the competent Authorities, with respect to the Schedule 'B' Property to which the Allottee/s also acknowledges.
 - viii. The Group II Vendor/Developer also agrees to pay all outgoings and taxes with respect to Schedule 'A' Property till such time the Site Release Order/Final Plan Sanction is issued. After getting the Site Release order/Final Plan Sanction, from them it is the responsibility of the Allottee/s or Association of Owners to be formed to pay all such outgoings as mentioned above. In case the association is not formed then all such outgoings as mentioned above will be paid from the Maintenance Charges collected or it will be reimbursed to the Developer if it is paid from his account. If the amounts are not repaid within 45 days, then an interest of 18% will be charged on those amounts till it is fully repaid.
 - ix. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Schedule 'A' Property) has been received by or served upon the Developer in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

- 9.1. Subject to the Force Majeure clause, the Developer shall be considered under a condition of Default, in the following events:
- (i) Developer fails to provide possession of the Plot to the Allottee/s within the time period specified. For the purpose of this clause, possession shall mean that the Plot shall have water and electricity connections and access from the public road, which is complete in all respects;
 - (ii) Discontinuance of the Developer's business as a Developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2. In case of Default by Developer under the conditions listed above, Allottee/s is/are entitled to the following:

- (i) Stop making further payments to the Developer as demanded by the Developer. If the Allottee/s stops making payments, the Developer shall correct the situation by completing the construction milestones and only thereafter the Allottee/s be required to make the next payment without any penal interest; or
- (ii) The Allottee/s shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Allottee/s under any head whatsoever towards the purchase of the Plot, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice:
Provided that where an Allottee/s does not intend to withdraw from the project or terminate the Agreement, he/they shall be paid, by the Developer, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Plot.

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

- (i) In case the Allottee/s fails to make payments for 3 (Three) consecutive demands made by the Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee/s shall be liable to pay interest to the Developer on the unpaid amount at the rate specified in the Rules.
- (ii) In case of Default by Allottee/s under the condition listed above continues for a period beyond 3 (Three) consecutive months after notice from the Developer in this regard, without prejudice to the right of Developer to charge interest in terms of sub clause above, the Developer shall cancel the allotment of the Schedule 'B' Property in favour of the Allottee/s and refund the amount money paid to him by the Allottee/s by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SITE:

The Group II Vendor/Developer, on receipt of complete amount of the total Price of the Schedule 'B' Property under the Agreement from the Allottee/s, shall execute a conveyance deed and convey the title of the Schedule 'B' Property within 15 days from the issuance of the Release order or intimation by the Developer of his readiness to execute the Sale Deed. However, in case the Allottee/s fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc., so demanded within the period mentioned in the demand letter, the

Allottee/s authorizes the Developer to withhold registration of the conveyance deed in his/her/their favour till full and final settlement of all dues and charges are made to the Developer, by the Allottee/s. The Allottee/s shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authorities. The Developer will in no way liable or responsible for any of the consequences like, variation in charges, policies, taxes etc., arising out of this delay by the Allottee/s to take the possession of Schedule 'B' Property for whatsoever the reason may be, the Allottee/s will be solely responsible and payable for this.

11. MAINTENANCE OF THE SAID SITE OR PROJECT:

11.1. The Group II Vendor/Developer once getting the Site Release Order/Final Plan Sanction or on completion of all the works as mentioned in the agreement, shall intimate the Allottee/s or the Association to be formed that they are ready to handover the maintenance of the Project to the Association till Dec 2030 from the date of site release order/final plan sanction, whichever is earlier, the Developer will be maintaining the project at free of cost and after Dec 2030 or handover the maintenance of the project to the association, whichever is earlier, the Charges for such maintenance will be payable by the Allottee/s and the decision of the Group II Vendor/Developer in this regard is final and Allottee/s fully agrees to pay the charges for such maintenance without any hesitation along with all the Allottee/s. In case the Association upon such intimation by the Developer fails to take over the maintenance of the project the Developer at his discretion will appoint an agency for undertaking such maintenance for which the Allottee/s will not have any objection and also agree to abide and pay all the maintenance charges as applicable. Thus, the Group II Vendor/Developer will be fully relieved of the responsibility of maintenance of the project.

11.2. RIGHT RESERVED TO DEVELOPER IN RELATION TO DEVELOPMENT OF THE PROJECT "IVC NORTHSHIRE ADDRESS":

- a. The Allottee/s agrees that Group II Vendor/Developer shall have an unobstructed right without hindrance, to progress the construction of the Project, all Common Areas of the Project, and the Common Amenities and Facilities of Project. Developer or its Nominees or Assignees shall have an exclusive, royalty free, perpetual and irrevocable license to install, fix, display, use and control, directly or indirectly, all advertising rights, marketing rights, Developer & Allottee/s signage rights, hoarding rights, including but not limited to all physical advertising, marketing, signage, hoardings and all other forms of signage by whatever name called, temporary or permanent, located within the project.
- b. The Developer shall continue to remain in overall possession of all such unsold or unallotted plots/units and shall be entitled to enter upon the Project Land

and the Phase to enable it to complete any unfinished development work and to provide amenities and facilities as the Group II Vendor/Developer may deem necessary.

- c. The Allottee/s and / or the association / Apex Body/ies shall not claim any reduction in the Total Consideration and/or any damage on the ground of inconvenience and /or nuisance or on any other ground whatsoever due to unsold or unallotted plots. Further, the Developer shall not be liable to pay / contribute any amount on account of non-occupancy charges or for any other charges / fund provided for under the bye-laws, rules and regulations or resolutions of the association / Apex Body/ies.
- d. The Allottee/s hereby agree that the Commercial Site No.105 carved out of Item No. 5 of the Schedule 'A' Property, which is exclusively owned by Group II Vendor/ Developer, and have all right, title & interest over the said site & entitle to develop/construct & own said site as a Club Amenities & Facilities. The Group II Vendor/Developer shall construct the club-house on the Commercial Site No. 105 in the Composite Property/Development & the said construction shall commence only after completion of entire layout development & obtaining final layout sanction plan from the Bangalore International Airport Area Planning Authority (BIAPPA), obtaining E-Khata & building sanction plan from the competent authority for commercial site and the said club house on the commercial site & club-house amenities/facilities shall be owned & operated by the Group II Vendor/Developer. The club house & other amenities & facilities developed on the composite property/development are common for allottees/purchasers of 'IVC NORTHSHIRE ADDRESS' project developed on the Schedule 'A' Property & adjacent Lands by the Developer and the all other Phase/s to be develop by the Group II Vendor/ Developer and/or their sister concern companies with respect to the properties abutting and adjoining the Composite Property from time to time. The Allottee/s shall not object to such usage of the Club House, Amenities & Facilities by the other Phase/s site/s Allotees/purchaser/s.

12. ADDITIONALLY, THE ALLOTTEE/S SHALL BE BOUND BY THE FOLLOWING OBLIGATIONS AND RESTRICTIONS:

- a. the Allottee/s and all persons entitled, authorized or permitted by the Allottee/s shall not cause any obstruction for free movement of men, materials and vehicles in the internal roads, passages and any Common Areas of the Project.
- b. The Allottee/s is/are also agreed to deposit or pay all the amount mentioned in Clause 1.2 in the escrow account name _____account number-
 Bangalore.

- c. The Allottee/s shall not encroach upon any roads, parks and open spaces in the Project and shall keep the same free from any obstructions. The Allottee/s shall not trespass into other site/sites or areas not earmarked as common use or allotted to the exclusive use of any person/Allottee/s.
- d. The Allottee/s shall not throw garbage/waste/used articles/rubbish in the common areas, parks and open spaces neighboring sites, roads and open space left open in the Project. The Allottee/s shall strictly follow rules and regulations for garbage disposal (Segregation of Wet and Dry waste as may be prescribed by Developers/Owners, the association/ society/ company maintaining the common areas and facilities in the Project.
- e. The Allottee/s shall not use the Schedule 'B' Property for any commercial/industrial purposes nor shall the Allottee/s be entitled to put up any display boards or hoardings or neon signs or paintings in the Schedule 'B' Property or exterior/terrace or in any of the Common Areas.
- f. The Allottee/s shall not install any machinery and/or store/keep explosives, chemicals, inflammables/prohibited articles which are hazardous, dangerous or combustible in nature in the Schedule 'B' Property except the domestic cooking gas and the chemicals generally used for the purpose of cleaning household equipment's/things.
- g. The Allottee/s shall not keep any cattle/live stock in the Schedule 'B' Property or Project and the Allottee/s shall keep all the pets confined within the Site and shall ensure that the pets do not create any nuisance/disturbance to the other occupants and common areas of the Project.
- h. The Allottee/s at his/her/their cost shall become a member of the owner's association/society/ company in the Project, as and when the same is formed and strictly adhere to the rules and regulations that may be prescribed for the use and enjoyment of the common areas and common facilities within the Project.
- i. From the time of Developer on intimating the Possession of the Property or handing over whichever is earlier, the Allottee/s shall not default in payment of any of the charges, outgoings of any nature and will liable to pay the proportionate share of all outgoings in respect of the Site namely local taxes or such other levies by the concerned local authority and Government electricity & water charges, insurance, common lights, repairs and replacement of Pumps, Machinery, Electrical spares, periodical servicing and salaries of admin, clerk's bill collectors, security agency, sweepers, maintenance and replacement of landscape and plants, Renewal of AMC, Extension of warranties and all other expenses necessary and incidental to the management and maintenance of the

project land and all taxes or levies to be shared along with the other owners/occupants of the Project. Suppose the Allottee/s does not come forward to take possession or not, he/she/they will be liable to pay all the charges, outgoings of any nature, taxes along with penalty for the delay in paying such charges.

- j. The Allottee/s shall bear proportionate expenses for maintenance of all the common amenities, areas, facilities and any miscellaneous expenditure in the Project along with the other occupants after completion of 5 years from the date of site release order/final plan sanction or Handing Over to the Association to be formed, whichever is earlier.
- k. Not to use the space in the land described in the Schedule 'A' Property left open after the sites area for parking any vehicles or to use the same in any manner which might cause hindrance to the free ingress and egress from any other part of the sites or obstruct movement of vehicles. And also, shall not damage any part of the Schedule 'A' Property. In case the Allottee/ s does any damage with or without knowledge or by any of his/their known/associate persons he/they will be liable to pay for the damages. The Allottee/s also fully agrees to keep the Schedule 'B' property at his/their cost always clean from weeds and unwanted plants.
- l. The Allottee/s shall have no objection whatsoever for the Developer to handover the common area and facilities in Schedule 'A' Property to the association/society as soon as it is formed and pending registration of the same, the Developer shall retain till such time the Association or Society is formed. The Allottee/s hereby agree/s that he/she/they/it has understood the provisions of this clause and hereby gives his/her/their/its unequivocal consent for the same.
- m. The Allottee/s shall have no right at any time whatsoever to obstruct or hinder the progress of the construction of the buildings/villas in the Said Project/Schedule 'A' Property or any part thereof in the Schedule 'A' Property. In case he/she/they does, he/she/they will be liable to pay to the extent of the losses incurred by the Party.
- n. The Allottee/s covenants that the parties shall comply with all the rules and regulation, warranties pertaining to electrical installations, fire safety equipment and services, pollution control and general safety equipment and services as may be prescribed by the Vendors or Developer, statutory authority and/or the association of owners.
- o. The Allottee/purchaser hereby agrees upon receipt of release order for the said plot/site, the Allottee/s shall not be entitled to terminate this Agreement.

- p. Any further levies, deposits, pro rata charges, khata transfer charges shall be paid by the Allottee/s to the concerned authority, from the date of Release Order or handing over whichever is earlier.
- q. Right to put up a single house in the Schedule 'B' Property, with a restriction to construct only G + 2 and maximum height to 11 Mtrs, subject to adhering to taking license and plan sanctioned from the concerned authorities at the cost of the Allottee/s and after taking the consent from the Developer/Agency looking after the maintenance of common areas and facilities in **"IVC NORTHSHIRE ADDRESS"**. The Vendors /Developer/Developer/ Agency looking after the maintenance of common areas and facilities have a right to serve notice / stop construction if any deviation / violation found in reference to the approved plan issued by the concern sanctioning authority
- r. The Allottee/s shall not at any time cause any annoyance, inconvenience or disturbance or injury to the Owners/Developers/Maintenance Agency and other owners in Schedule 'A' Property and the Allottee/s specifically shall not:
 - i. Default in payment of common expenses for maintenance of **"IVC NORTHSHIRE ADDRESS"**.
 - ii. Create nuisance or annoyance or damage to Owners/Developers/Maintenance Agency and other co-owners or occupants by allowing pounding, running machinery and causing similar disturbances and noises.
 - iii. Install machinery, store/keep explosives, inflammable/prohibited articles which are hazardous, dangerous or combustible in nature.
 - iv. Use the Schedule 'B' Property or portion thereof for purpose other than for residential purposes and not to use for any illegal or immoral purposes.
 - v. Throw any rubbish or used articles in **"IVC NORTHSHIRE ADDRESS"** other than in the dustbin provided in the property.
 - vi. Create any nuisance or disturbance or misbehave in the matter of enjoying the common facilities provided to Owners/Developers/Maintenance Agency and all the Co-owners in **"IVC NORTHSHIRE ADDRESS"**.
 - vii. Refuse to pay such sums as are demanded for use and enjoyment of common facilities in **"IVC NORTHSHIRE ADDRESS"**.

13. DEFECT LIABILITY

Subject to the Allottee/s adhering strictly to the maintenance manual, normal wear and tear and Warranty Exceptions as described in the said agreement, if within such period, but not exceeding 5 (five) years commencing from date of issue of Release Order for this Project or Allottee/s taking physical possession of the Plot, whichever is earlier, the Allottee/s brings to the notice of Developer for any defects in workmanship then,

- a. where such defect or damage is on account of and attributable solely to the Developer failing to exercise diligence in construction, the Developer shall rectify the identified defect at its own cost. Or
- b. The Developer shall, however, not be responsible or liable to comply with its obligations stated in Clause above, if the Allottee/s and/or Association has/have carried out any unauthorized or prohibited renovations, alterations, modifications, changes, fit-out or any civil works in any place of the project and/or the defects are on account of the acts or omissions on the part of the Allottee/s or the other Allottee/s of plots or acts of third parties and also where such defect or damage has occurred on account of the Allottee/s failing to maintain or Association failing to maintain all Common Areas of the Project and/or Common Amenities and Facilities of the Project as per the standard mandated by the Developer at the time of handing over possession, the Developer shall provide the Allottee/s and/or Association an estimate of the cost of repairs and upon receiving written acceptance of such estimate, proceed to carry out the repairs so identified.
- c. In case even after the handing over of project to the association and within period of 5 years, the Developer reserves the right to inspect the project at all reasonable times and in course of time if the association fails to maintain as per the standards and directives of the Developer this will be treated as breach by the Purchasers/ Allottees or the Association of Owners or the Maintaining Agency of the project as the case may be.

14. RIGHT OF ALLOTTEE/S TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES:

After completion of 5 years from the date of obtaining site release order/final plan sanction or handover the maintenance of the project to the association, whichever is earlier. The Allottee/s hereby agrees on the specific understanding that his/her/their right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by Owners/Developer/Maintenance Agency appointed or the association of Allottee/s (or the maintenance agency appointed by it) and performance by the Allottee/s of all his/her/their obligations in respect of the

terms and conditions specified by the maintenance agency or the association of Allottee/s from time to time.

15. ASSIGNMENT:

The Allottee/s shall be entitled to sublet, assign, transfer or convey the rights under this Agreement to any person or persons, other than Family Members only after completion of Nine (09) Months from the date of signing of this agreement, subject to payment of all the monies due under this Agreement & with the consent in writing of the Developer. The Allottee/s shall pay transfer fee of Rs.200/- (Rupees Two Hundred Only) per Square Feet of the Schedule 'B' Property at the time of transfer of the rights under this Agreement along with applicable taxes to the Developer. The Allottee/s shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such assignments and the Developer shall have no direct or indirect involvement or answerable in any manner whatsoever. Any purported assignment by the Allottee/s in violation of this Agreement shall be a default on the part of Allottee/s entitling the Developer to cancel this Agreement. The Allottee/s also ensures that all the terms and conditions mentioned in the agreement has to be abided and compiled by the new person or his nominee and there will be no wavier or dilutions to it.

16. GENERAL COMPLIANCE WITH RESPECT TO THE SITE

Subject to Clause 7.2 above, the Allottee/s shall, after taking possession, be solely responsible to maintain the Site at his/her/their own cost, in good state and shall not do or suffer to be done anything in or to the Site which may be in violation of any Laws or rules of any authority or change or alter or make additions or excavation etc, to the Site, Roads, Compound Wall, sewers, drains, pipes, Landscapes and appurtenances thereto belonging thereto, in good state and maintain the same in a fit and proper condition and ensure that the land and the Infrastructure in the project is not in any way damaged or jeopardized. The Allottee/s further undertakes, assures and guarantees that he/she/they would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the Site or anywhere in the Project, buildings therein or Common Areas. The Allottee/s shall also not store any hazardous or combustible goods in the Site or place any heavy material in the road/ path. The Allottee/s shall erect a load bearing wall around the site at the time of putting up any construction thereon. The Allottee/s shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the association of Allottee/s and/or maintenance agency appointed by association of Allottee/s. The Allottee/s shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC., BY ALLOTTEE/S

The Allottee/s is/are entering into this Agreement for the allotment of the Schedule 'B' Property with the full knowledge of all the ground realities, laws, rules, regulations, notifications applicable to the Project in general and this Project in particular. That the Allottee/s hereby undertakes 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 Site, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Site at his/her/their own cost.

- 18.** The Allottee/s in case of dishonoring of any cheques given for any payment shall be liable to fully pay the costs and the loss, incurred by the Developer on account of this act by the Allottee/s and the Allottee/s fully agrees to this.

19. GROUP II VENDOR/DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE:

The Group II Vendor/Developer shall not mortgage or create a charge on the Schedule 'B' Property and if any such mortgage or charge is made or created then notwithstanding anything contained in any other Law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has/have taken or agreed to take such Site.

20. THE KARNATAKA SOCIETY REGISTRATION ACT, 1960:

The Developer has assured the Allottee/s that the project in its entirety is in accordance with the provisions of the Karnataka Society Registration Act, 1960 or any other applicable Act as on such time.

21. BINDING EFFECT:

Forwarding a draft of this Agreement to the Allottee/s by the Developer does not create a binding obligation on the part of the Developer or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within fifteen days from the date of receipt by the Allottee/s. If the Allottee/s fails to execute and deliver to the Developer this Agreement within fifteen days from the date of its receipt by the Allottee/s as and when intimated by the Developer, then the Developer shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within fifteen days from the date of its receipt by the Allottee/s, the application of Allottee/s shall be treated as cancelled without any further

reference to the Allottee/s and the Developer reserves the right to allot the said site to any third party, for which the Allottee/s fully agrees and not to raise objection on this account. All sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest. The Allottee/s fully agrees not to claim anything further on this account.

22. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements, given in any advertisement or brochure or publicity materials, agents communication, whether written or oral, if any, between the Parties in regard to the said Site/ project as the case may be. The Allottee/s fully agrees that he/they has/have completely gone through all the documents, understood the Project and Agreement as a whole and after being fully satisfied himself/ themselves that there is no further query or doubts, has come forward to sign this agreement.

23. RIGHT TO AMEND:

This Agreement may only be amended by a written document, signed by both the Parties.

23.1. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/S OR SUBSEQUENT ALLOTTEE/S:

It is clearly understood and so agreed by the Allottee/s hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee/s of the Site in case of a transfer, as the said obligations go along with the Schedule 'B' Property for all intents and purposes. The Allottee/s also fully agrees, that the Developer is liable and answerable only to the Signatory of this agreement and not to anyone else. The Developer will not be obliged or obligated or be answerable or pay anything to any third party.

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1. The Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee/s in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee/s that exercise of discretion by the Developer in the case of one Allottee shall not be construed to be a precedent and/or binding on the Developer to exercise such discretion in the next instance of default by Allottee and/or in the case of other Allottee/s.

24.2. Failure on the part of the Developer 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.

25. SEVERABILITY:

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

26. FURTHER ASSURANCES:

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

27. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Developer through its authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Developer and the Allottee/s, hence this Agreement shall be deemed to have been executed at Bangalore.

28. NOTICES:

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

Allottee/s

Name :

Address :

Mobile No. :

Email ID :

Developer

Name : M/s.

Address :

Phone No. :

Email ID :

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

29. JOINT ALLOTTEES:

That in case there are Joint Allottees (only one additional person will be eligible for Joint Allottee other than the Allottee) all communications shall be sent by the Developer to the Allottee/s whose name appears first and at the address given by him/her/them which shall for all intents and purposes be considered as properly served on all the Allottee/s.

That the default in making payment by one of the Allottee/s in case of joint sale shall be treated as default by both/all and they shall be jointly and severally liable for all consequences.

30. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

31. DISPUTE RESOLUTION:

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

SCHEDULE 'A' PROPERTY

ITEM No.1:

All that piece and parcel of the residential converted land bearing **Sy No. 14/1**, measuring 2 Acres 39 Guntas (duly converted for agricultural to non-agricultural residential purpose, vide bearing No. 742467, dated 24/01/2025, issued by the Deputy Commissioner, Bangalore Rural Dist), situated at Kamenahalli Village, Kundana Hobli, Devanahalli Taluk, Bengaluru Rural District and is bounded on the: -

East by : Land in Sy. No. 14/3;
West by : Land in Sy. No. 12;
North by : Thindlu and Kamenahalli Village Boundary,
South by : Devanahalli and Doddaballapura Road and Sy. No. 13.

ITEM No.2:

All that piece and parcel of the residential converted land bearing **Sy No. 14/3** (Old Sy.No.14/2), measuring 1 Acres 3 Guntas (duly converted for agricultural to non-agricultural residential purpose, vide bearing No. 742466, dated 24/01/2025, issued by the Deputy Commissioner, Bangalore Rural Dist), situated at Kamenahalli Village, Kundana Hobli, Devanahalli Taluk, Bengaluru Rural District and bounded as follows:

East by : Land in Sy. No. 14/2;
West by : Land in Sy. No. 14/1;
North by : Thindlu and Kamenahalli Village Boundary,
South by : Road.

ITEM No.3:

All that piece and parcel of the residential converted land bearing **Sy No. 183**, measuring **3 Acres 04 Guntas** excluding 06 guntas of karab (duly converted for agricultural to non-agricultural residential purpose, vide bearing No. 430249, dated 10/01/2023, issued by the Deputy Commissioner, Bangalore Rural Dist), situated at Thindlu Village, Kundana Hobli, Devanahalli Taluk, Bengaluru Rural District and bounded as follows:

East by : Land in Sy. No. 8;
West by : Land in Sy. No. 154/1;
North by : Village Road;
South by : Land in Sy. No. 14 of Kamenahalli village.

ITEM No.4:

ALL THAT PIECE AND PARCEL of residential converted land bearing **Sy No.154/1** measuring 32.08 Guntas excluding 4.08 Gunta of 'B' Kharab, (converted for non-agricultural residential purpose vide Official Memorandum No. 742451, dated: 24/01/2025, issued by the Deputy Commissioner, Bengaluru Rural District) situated at Thindlu Village, Kundana Hobli, Devanahalli Taluk, Bengaluru Rural District and bounded by:

East by : Land bearing Sy.No.183 and Sy.No.154/5;
West by : Land bearing Sy.No. 154/2;
North by : Land bearing Sy.No.154/5;
South by : Land bearing Sy.No.17 and Thindlu and Kamenahalli village border.

ITEM No.5:

ALL THAT PIECE AND PARCEL of residential converted land bearing **Sy No.154/2** measuring 32.08 Guntas, excluding 4.08 Gunta of B Kharab, (converted for non-agricultural residential purpose vide Official Memorandum No. 742452, dated: 24/01/2025, issued by the Deputy Commissioner, Bengaluru Rural District) situated at Thindlu Village, Kundana Hobli, Devanahalli Taluk, Bengaluru Rural District and bounded by:

East by : Land bearing Sy.No.154/1;
West by : Land bearing Sy.No. 154/3 and Sy.No.154/5;
North by : Land bearing Sy.No.154/5;
South by : Land bearing Sy.No.17 and Thindlu and Kamenahalli village border.

SCHEDULE - 'B' PROPERTY

(Description of site formed in Schedule 'A' Property)

ALL THAT PIECE AND PARCEL of **Site bearing No._____** in the layout "**IVC NORTHSHIRE ADDRESS**" carved out of the Schedule 'A' Property measuring East to West: _____ Meter and North to South: _____ Meter, measuring in total _____ Square Meters (_____ Square Feet) and bounded on the:

East by : _____
West by : _____
North by : _____
South by : _____

SCHEDULE 'C'
[Annexure: Plan Sanction]

SCHEDULE 'D'
[Payment Plan by the Allottee]

The total sale consideration for sale of Schedule "C" Property is **Rs.**_____ **/-**
(Rupees _____ Only).

Sl. No.	Payment Description	Amount
1.		
2.		
3.		
4.		
5.		
6.		
7.		
TOTAL		

In witness whereof, the Parties hereinabove named have set their respective hands and signed this Agreement for sale at Bangalore (*city/town name*) in the presence of attesting witness, signing as such on the day first above written.

Signed and Delivered by the within named

LandOwners/ Group I Vendors

Authorized Signatory_____

Signed and Delivered by the within named

Group II Vendor/Developer_____

Authorized Signatory_____

**Signed and Delivered by the within named
Allottee/s**

(1) _____

Affix Photo

Affix Photo

(2) _____

Witnesses: _____

1) Signature:

2) Signature:

Name:

Name:

Address:

Address:

SCHEDULE - E

SPECIFICATIONS FOR LAYOUT:

1. 30 feet and 40 feet wide roads
2. UG sump & OHT
3. Underground electrical cabling
4. Water supply through gravity system
5. Paved pathways and landscaping on either side of the roads
6. Streetlight poles
7. Organic waste convertor

Exceptions under layout work related warranties.

like Wear and tear of Roads, Cracks in Compound wall, Damage to the compound wall by the allottees/third parties during construction, Landscape works, maintenance of Electrical Works like Bulbs, short-circuits, damages to switches, Motors, Parts in panel boards, clogging of chambers and manholes, cables, damages due to Voltage fluctuations, Power outages or natural Calamities, Wearing of Painting, leakage of pipes due to time, and non-renewable of AMC's by the maintenance Agency or Association of Owners and damages due to Negligent use and Wear and tear.

Items excluded from warranty and defect liability:

General wear and Tear shall not be considered as defect.

The Allotees or the Association of Owners to be formed fully agrees not to claim anything on this account and agrees that Developers are not responsible for any of the above and not liable to pay for these damages.

The allotees also agrees that they are aware of the warranties taken by the Developers from the concerned agencies as mentioned above the allotees agree to abide by the instructions of such agencies the Developer is not bound by this clause for such works, the Association of owners can directly enforce the warranty clause on the concerned agency.

SCHEDULE - 'F'

(The Rights and Obligations of the Allottee)

I. Rights of the Allottee:

The Allottee shall have the following rights with respect to the Schedule Site/Plot:

1. The right and liberty to the Allottee and all persons entitled, authorized or permitted by the Developer/Developer (in common with all other persons entitled, permitted or authorized to a similar right) at all times, and for all purposes, to use the internal roads in the Project for ingress and egress and use in common without causing obstruction for free movement therein.
2. The right to free and uninterrupted passage of water, gas, electricity, sewerage, etc., to the Schedule Plot through the pipes, wires, sewer lines, drain and water courses, cables, pipes and wires which are or may at any time hereafter be, in, under or passing through the Said Land.
3. Right to use along with other owners of the Project all the common facilities provided in the Project on payment of such sums as may be prescribed from time to time by the Vendor/Owner and Developer/Developer or the Maintenance Agency or the Association of Allottees;
4. 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.

II Obligations of the Allottee:

1. The Allottee admits and acknowledges that the Developer or their nominee/s or assignee/s reserves the right to display any hoardings, signboards, advertisements in the

Common Areas all frontages all internal, attached and external roads, installation of solar panels, within the Project, and nobody shall be allowed to obstruct the vision of such signboards / display.

2. The Allottee undertakes not to commit any nuisance or do anything which may cause disturbance or annoyance to the owners/occupants of the Project.
3. The Allottee recognizes and acknowledges that the Common Areas and amenities including internal roads, landscapes of the Project, shall be used by all occupants/residents of the plots in the Project. The Allottee recognizes that the Developer shall carry out inspections, repairs and maintenance through its agents in the Common Areas and amenities and the Allottee shall not object/obstruct/hinder the right of way or such activities by the Developer or their agents.
4. The Allottee/s shall have no objection whatsoever for using road/s, park/s, common amenities and facilities provided in the Schedule 'A' Property by other purchasers/members of sites of the adjoining properties developed by the Developer/Developer from time to time as other phases
5. The Allottee agrees that the above terms and conditions shall be deemed as covenants, terms and conditions accepted and agreed between all the co-owners jointly and are enforceable by every co-owner against any other co-owner and the said covenants, terms and conditions shall run with the premises hereby agreed to be constructed (the Schedule Site/Plot)
6. The Allottee shall also observe and abide by all Rules, Regulations, Bye-laws, Acts, etc., prescribed by the Owners' Association, State/Central Government, Planning Authority, Local Body, or any Authority in regard to ownership or enjoyment of the Schedule Site/Plot and pay all taxes, levies, cess, betterment charges, etc. whether applicable now or in suspension due to any judicial process or those that may be introduced in future.
7. The Allottee shall pay the lump sum corpus fund ("Corpus Fund") as charged to all the Schedule Site/Plot owners on demand to the Association of Owners. The said Corpus Fund will be retained by the Association of Owners in a nationalized bank and the interest earned thereon will be utilized for meeting the expenses of major assets and capital expenses of the Common Areas and facilities, its repairs etc. In case the interest accrued is, in the opinion of the Association of Owners is inadequate/insufficient to meet maintenance/capital expenses of the Project post completion, the Association of Owners shall call for additional deposit and the Allottee shall pay the same immediately without any delay within fifteen (15) days of such demand.
8. The Allottee accepts that the amenities provided in the Project shall be maintained by the Association of Owners and the Allottee agrees and undertakes to be part of formation of the Association of Owners in the name together with other allottee/s of the Project as and

when called for by the Vendor/Developer. The Allottee shall not form any rival association/society, however members of the Association of the Owners shall have the right to choose the office bearers and/or the governing body of the Association of the Owners as per statutory regulations, rules, by-laws of the Association of the Owners and shall agree to be governed by bye-laws, rules and regulations of the Association of the Owners without any protest/demur.

9. The Allottee acknowledges that the amenities provided require timely and efficient maintenance system which involves constant monetary expenses, as part of the community living. The Allottee is responsible to share the maintenance cost proportionately with the other occupants of the Project from the Possession Date.
10. The Allottee shall not put any more than one dwelling unit on the Schedule Plot and the Allottee shall not divide or sub-divide the Schedule Site/Plot in any manner.
11. Not to use the space left open after construction in the Said Land in any manner which might cause hindrance to or obstruct the free movement of vehicles or for users of adjoining properties
12. No owner including Allottee can get exempted from liability for contribution towards common expenses by waiver of the use or enjoyment of any common areas and facilities in the Project.
13. The Allottee in the event of leasing the Schedule Plot shall keep informed the Vendor/Developer or the Maintenance Agency or the Association of Allottees as the case may be, about the tenancy of the Schedule Site/Plot and giving all the details of the tenants and occupants. Notwithstanding the leasing, the primary responsibility to adhere to all the rights and obligations of the Allottee contained in this Agreement shall be that of the Allottee and it shall be the responsibility of the Allottee to ensure that the tenant/lessee follows all the rules and regulations that may be prescribed for the occupants of the buildings in the Project.
14. The Allottee shall from the date of handing over possession, maintain the Schedule Site/Plot at his/her cost in a good condition and shall not do or suffer to be done anything in or to the said Schedule Site/Plot and/or the Common Areas, which may be against the rules and bye-laws of any statutory authority. The Allottee shall keep the Schedule Plot in good condition and shall not do any work which would reduce the value of the Project.
15. The Allottee shall pay to the Vendor/Developer or the Maintenance Agency or the Association of Allottees as the case may be the following proportionate expenses.
 - a. Expenses for maintenance of pump sets and other machineries, common sanitary and electrical connections in the Project including the cost of AMC's for these equipment;
 - b. Electricity consumption charges for running all common services and lighting the

Common Areas and all open areas and facilities in the Project.

- c. Cost of replacement of electrical fittings and bulbs in all common areas, driveway and open places in the Project;
- d. Expenses incurred in the maintenance of landscape, Gardens, pots and other plants in the Project;
- e. Salaries and wages payable to the property manager, security guards, plumbers, electricians, gardeners, pumps and generator operators and all other staff appointed for the Project;
- f. Such other expenses which are common in nature and not attributable to any unit in particular but relates to the development in the Project in general.

Restrictions

1. The Allottee shall use the Schedule Site/Plot for residential purpose and no other purposes or no trade or any business shall be carried on in the Schedule Site/Plot. The Schedule Plot shall not be used for any other commercial purposes.
2. The Allottee shall not dispose or throw garbage/rubbish/waste/used items in the township common areas, open areas, roads, parks etc., and shall strictly follow the rules and regulations for garbage segregation at source and disposal as prescribed by the Vendor/Developer or the statutory authority.
3. The Allottee shall while constructing the residential building on the Schedule Site/Plot, not cause any nuisance/annoyance to the other occupants of the other Schedule Sites/Plots, nor shall damage/alter alignment/route of water services, sewer lines or any other services and shall not use the Common Areas, roads, open spaces in the Said Land for storing or dumping materials/debris, etc. The Allottee shall strictly observe all the rules, regulations and restrictions that may be generally/specifically imposed/prescribed by the Vendor/Developer and/or the Association of Owners for carrying on the construction of the residential building in the Schedule Site/Plot. The Vendor/Developer and/or the Association of Owners shall have right to inspect the Schedule Site/Plot regarding execution of construction works and adherence by the Allottee of all the rules, by giving reasonable notice to such Allottee.
4. The Allottee/s shall not partition of the Schedule Site/Plot or the residential building constructed thereon by metes and bounds.

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