

AGREEMENT FOR SALE

**THIS AGREEMENT OF SALE MADE AT BANGALORE ON THIS THE
_____ DAY OF _____, TWO THOUSAND SEVENTEEN
(_____/2017)**

BY AND BETWEEN

**Sri. N. RAVINDRA KUMAR, S/o Sri. N. Narasimhamurthy, Aged about 37 Years,
Residing at No. 135, B. B. Road, Devanahalli Town.**

2. Sri. **K. S. BHARATH**, S/o Sri. K. V. Subba Rao, Residing at No. 12/2, "A" Cross, 6th Main, Chamarajpet, Bangalore-560 018, both are represented by their Power of Attorney Holder **M/s. CITRUS INFRASTRUCTURE PRIVATE LIMITED** represented by its authorized signatory _____,

(Herein after collectively referred to as "**SELLERS**"; (which expression shall unless repugnant to the context mean and include their respective heirs, Legal Representatives, successors-in-interest and assigns) of the ONE PART;

AND

M/s. CITRUS INFRASTRUCTURE PRIVATE LIMITED, a Company incorporated under The Companies Act 1956, having its registered office at # 1/22, (Old No. 1/A), Halasur Road, Bangalore - 560 042, Represented by its Authorized Signatory _____,

(Herein after referred to as "**DEVELOPER**" (which expression shall unless repugnant to the context mean and include its successors-in-interest and assigns) of the SECOND PART;

Both and Sellers and Developer are hereinafter collectively called as **PROMOTER**

AND

_____, aged about _____ years, S/o Mr. _____, Pan No: _____ residing at _____; herein after called the "**ALLOTTEE**" (which term shall mean wherever the context so admits be deemed to include his/her/their legal heirs, representatives, executors, administrators and assigns) of the OTHER PART.

WITNESSETH AS FOLLOWS:

WHEREAS Seller No.1 herein represents that he is the absolute owner in possession of all that residentially converted property bearing Sy. Nos. 50/3 measuring 1 Acre and 18 Guntas, Sy. No. 51 measuring 21 Guntas, Sy. No. 53/1 measuring 29 Guntas, Sy. No. 53/2 measuring 14 Guntas, Sy. No. 53/3 measuring 1 Acre and 06 Guntas, Sy. No. 53/4, measuring 22 Guntas, Sy. No. 53/5 measuring 35 Guntas, Sy. No. 53/6 measuring 39 Guntas and Sy. No. 57 measuring 3 Acres and 30 Guntas in all measuring 10 Acres and 14 Guntas (hereinafter called "**ITEM NO.1**") having purchased the said properties under two different Sale Deeds dated 11/01/2008, vide

Document bearing No. 3642/2007-08, stored in C. D. No. CKBD28 and Sale Deed dated 28/07/2012, registered as Document bearing No. 3045/2011-12, stored in C. D. No. CKBD82 both registered in the Office of the Sub Registrar, Chikkaballapura from the respective Vendors and the said properties stand converted vide Official Memorandum dated 27-05-2011 vide order of the Deputy Commissioner in No. ALN/SR/193/2010-11, vide Official Memorandum dated 21-04-2011 vide order of the Deputy Commissioner in No. ALN/SR/190/2010-11, vide Official Memorandum dated 09-10-2009 vide order of the Deputy Commissioner in No. ALN/SR/227/08-09, vide Official Memorandum dated 27-05-2011 vide order of the Deputy Commissioner in No. ALN/SR/189/10-11 and vide Official Memorandum dated 11-06-2010 vide order of the Deputy Commissioner in No. ALN/SR/94/2009-10.

WHEREAS, Seller No.2 herein represents that he is the absolute owner in possession of all that residentially converted property bearing Survey No. 52/1 measuring 00 Acre 37 Guntas, Survey No. 52/2 measuring 01 Acre 02 Guntas, Sy No. 58 measuring 00 Acre 20 Guntas, Sy. No. 58 measuring 00 Acre 09 Guntas, Sy No. 62/3 measuring 00 Acre 08 Guntas, Sy No. 62/4 measuring 00 Acre 19.5 Guntas, Sy No. 62/5 measuring 00 Acre 18 Guntas, having purchased the said properties under three different Sale Deeds vide Dated 28/12/2012 Document bearing No. 2764/ 2012 -13, Book-I, Stored in C. D. No.CKBD81, Dated 07/02/2012 Document bearing No. 4328/2012 -13, Book-I, Stored in C. D. No.CKBD73,Dated 23/01/2014, Document bearing No. 5752/2013-14, Book-I, Stored in C. D. No. CKBD102 all registered in the Office of the Sub Registrar, Chikkaballapura from the respective Vendors and the said properties stand converted vide Official Memorandum dated 11-06-2010 vide order of the Deputy Commissioner in No. ALN/SR/95/09-10, Official Memorandum dated 11-06-2010 vide order of the Deputy Commissioner in No ALN/SR/90/09-10, Official Memorandum dated 06-10-2010 vide order of the Deputy Commissioner in No. ALN/SR/164/09-10, Official Memorandum dated 27-05-2011 vide order of the Deputy Commissioner in No. ALN/SR/194/10-11, Official Memorandum dated 11-06-2010 vide order of the Deputy Commissioner in No. ALN/SR/92/09-10, Official Memorandum dated 09-10-2009 vide order of the Deputy Commissioner in No. ALN/SR/97/09-10 situated at Kudavathi Village, Nandi Hobli, Chikkaballapura Taluk and District totally measuring 03 Acres 33.5 Guntas hereinafter referred to as **"ITEM NO.2"**.

WHEREAS, the **ITEM NO. 1 AND ITEM NO. 2** are collectively called as Schedule A Property for convenience and Seller No.1 and Seller No.2 are collectively called Sellers for convenience.

WHEREAS, the **ITEM NO. 1 AND ITEM NO. 2** comprised in Schedule "A" Property are abutting each other and fit for development into a Residential Layout, hence the Sellers have decided to jointly develop the Schedule A Property into a Residential Layout in accordance with the revised plan sanction vide No. 64/2013-14/CR No. 342-43 dated 01-08-2014 from the Chikkaballapur Planning Authority (CPA) and have entered into a joint development Agreement for development with the Developer herein vide Agreement dated 17-09-2014, registered as Document No. CKB-1-03437-2014-15, stored in C. D. No. CKBD112 in the Office of the Sub Registrar, Chikkaballapura. The sellers have also executed a Power of Attorney (POA) dated 17-09-2014 registered as Document No. CKB-4-00300-2014-15, Book 4, stored in CD No. CKBD112 in the office of the Sub Registrar, Chikkaballapura in favour of the Developer for development of the Schedule 'A' property into a Residential Layout in accordance with the plans sanctioned/ to be sanctioned by CPA.

WHEREAS the Developer acting under the aforesaid Agreement and Power of Attorney both dated 17-09-2014, has formulated a scheme of development of the Schedule A Property into a residential layout comprising of residential plots known as "**BELMONT**" on the Schedule 'A' Property for the sale of such Residential Plots - to the prospective Allottees along with internal roads, landscaped areas/parks, open spaces with all other allied internal and external services such as water supply system and sewage disposal system etc. (hereinafter referred to as the "Project").

WHEREAS, as per the Scheme propounded by the Developer, the person intend to purchase a Plot in the Residential Layout known as "**BELMONT**" has to enter into an Agreement of Sale with the Sellers and the Developer for the purchase of Schedule B Property in accordance with the aforesaid sanctioned plan.

WHEREAS, the Sellers assure and represent that (i) the Schedule 'A' Property has a clear and marketable title, (ii) that there is no order from any Court restraining the Sellers from alienating the Schedule 'A' Property, (iii) that the Schedule 'A' Property is free from all encumbrances, there being no charge, lien, mortgage (other than the charge created in favour of the Lenders), or lis pendens or attachment of any civil, revenue or criminal court of law, public authority, or any pending acquisition proceeding and (iv) there is no other agreement to sell the same, or a portion thereof, to any other person or persons.

WHEREAS, Allottee hereinafter is being satisfied with the title documents of the Promoter to the schedule A property and after being satisfied with the scheme of ownership is desirous of owning residential plot described in schedule B Property hereunder. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;

The Promoter has registered the Project under the provisions of the RERA Act with the Real Estate Regulatory Authority at _____ on _____ under registration no. _____;

WHEREAS, the Allottee is desirous in buying residential plot and he/she/they approached the Promoter and applied for plot bearing no. _____ in the project vide application No. _____ dated _____ and has been allotted Plot No. _____ measuring _____ Sq. ft. the Promoter has agreed to sell 'B' schedule property to the Allottee. The Promoter has agreed to sell and the Allottee have agreed to purchase Schedule 'B' Property for a total sale consideration of **Rs. _____ /- (Rupees _____ Only)** on the assurances that the Promoter are the absolute owner of the schedule 'B' property and accordingly the parties desire to reduce the terms of this agreement as follows.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee/ Allottees and the Allottee/ Allottees hereby agrees to purchase, the Plot as specified above.

1.2 The Total Price for the Plot is Rs. _____/- (Rupees _____ Only) ("**Total Price**") which includes the booking amount, taxes towards the Plot paid/payable at the times and in the following manner;

Plot no.

Rate of Plot per square feet

Milestone

Remaining consideration (in Rs.)

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

The Promoter shall periodically intimate to the Allottee, the amount payable as stated in clause 1.2 above and the Allottee shall make payment within 15 (Fifteen) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

- 1.3 The Total Price is exclusive of increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C ("Payment Plan")**.
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ 2% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter provided the allottee has to pay the entire total cost within the stipulated time as mentioned in the Clause 1.2 and Schedule C.

- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and the nature of fixtures, fittings and amenities described therein in respect of the plot, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the RERA Act.
- 1.7 Subject to the clause 9 the Promoter agrees and acknowledges that, the Allottee shall have the right to the Plot as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Plot upon executing the sale deed;
 - (ii) That the computation of the price of the Plot includes cost/ value of plot, construction of internal development charges, external development charges, taxes, cost of providing electric wiring etc. and includes cost for providing all other facilities as provided within the Project.
- 1.8 . It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project in confirmation of the relevant guidelines of the approving authority.
- 1.9 It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, shall not form a part of the declaration to be filed with Kuppahalli Village Panchayath.
- 1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the plot to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Plot to the Allottees, the Promoter agrees to be liable, even

after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

1.11 The Allottee has paid a sum of Rs. _____ (Rupees _____ only) as booking amount being part payment towards the Total Price of the Plot at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Plot as prescribed in the Payment Plan as may be demanded by the promoter within the time and in the manner specified therein, Provided that if the allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Karnataka Real Estate (Regulation and Development) Rules, 2017 (Rules).

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the promoter abiding by the milestones, the Allottee shall make all payments, on demand by the promoter, 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 _____ payable at Bangalore.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

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

action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in this regard. The Allottee shall keep the promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the promoter immediately and comply with necessary formalities if any under the applicable laws. The promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said plot applied for herein in any way and the promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

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

5. TIME IS ESSENCE

Time is of essence for the promoter as well as the Allottee. The promoter shall abide by the time schedule for completing the project and handing over the Plot to the Allottee and the common areas to the Owner's association/concerned authorities of the allottees after receiving release and obtaining of khatha from the concerned authority. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement as provided in **Schedule C ("Payment Plan")**.

6. DEVELOPMENT OF THE PROJECT

The Allottee has accepted the Payment Plan, Layout plans which is annexed as Annexure -1 along with this Agreement which has been approved by the competent authority, as represented by the promoter. The promoter shall develop the Project in accordance with the said layout plan. Subject to the terms in this Agreement, the promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, and density norms and provisions prescribed by the Karnataka Real Estate (Regulation and Development)

Rules 2016 and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Real Estate (Regulation and Development) Act 2016 (RERA Act) , and breach of this term by the promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE PLOT

7.1 Schedule for possession of the said Plot: The promoter agrees and understands that timely delivery of possession of the Plot is the essence of the Agreement. The promoter, based on the approved plan, assures to hand over possession of the Plot on _____, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the promoter shall be entitled to the extension of time for delivery of possession of the Plot, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession - The Promoter upon obtaining release and khatha from the competent authority shall offer in writing the possession of the Plot, to the Allottee in terms of this Agreement to be taken within 45 (Forty Five) days from the date of issue of such notice and the Promoter shall give possession of the Plot to the Allottee provided all payments as per payment plan as described in Schedule C is fulfilled. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter.

7.3 Failure of Allottee to take Possession of Plot: Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the Plot from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement,

and the Promoter shall give possession of the Plot to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 Possession by the Allottee - After obtaining release and obtaining khatha from the concerned authority and handing over physical possession of the Plot to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, to the Owners association or the competent authority, as the case may be, as per the local laws.

7.5 Cancellation by Allottee - The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the RERA Act: Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the Promoter to the allottee within 45 days of such cancellation or after entering into a separate agreement with a new customer on equivalent or better terms in respect of the Schedule B Property, and after receipt of monies there under whichever is later.

7.6 Compensation - The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the RERA Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Plot (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 RERA Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Plot, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the RERA Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Plot.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Plot are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land and Plot and common areas;
- (v) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any Act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vi) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the schedule B property, and the said Plot which will, in any manner, affect the rights of Allottee under this Agreement;
- (vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Plot to the Allottee in the manner contemplated in this Agreement;
- (viii) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Plot to the Allottee and the common areas to the Association of the Allottees;
- (ix) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (x) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:

- (i) Promoter fails to provide ready to move in possession of the Plot to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the Plot shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the RERA Act or the rules or regulations made there under.

9.2 In case of Default by Promoter under the conditions listed above, Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Plot; Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Promoter interest at the rate 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 fails to make payments for 2 consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate specified in the Rules.
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 3 consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Plot in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID PLOT

The Promoter on receipt of release order and khatha from the competent authority and full consideration of the Plot under the Agreement from the Allottee as stated in

the schedule C (payment plan), shall execute a conveyance deed and convey the title of the Plot together within 3 (three) months. However, in case the Allottee 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 authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee 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 authority (ies).

11. MAINTENANCE OF THE SAID PROJECT

- a) The Promoter shall be responsible to provide and maintain essential services in the Project till taking over of the maintenance of the project by the Owner's association. The cost of such maintenance has been included in the Total Price of the Plot.
- b) The Allottee shall pay towards maintenance security deposit and additional amounts if the maintenance security created stands depleted.
- c) The common areas such as roads, water lines, sewage lines and other common areas used by the owners of the plots in 'A' Schedule Property shall be used in common. The Allottees shall not place, store or keep anything in the common areas so as to obstruct free passage to the other plot owners in 'A' Schedule Property to their agents and visitors.
- d) The Allottees shall not obstruct or hinder, for any reason whatsoever, the progress of the construction of the building if any or any part thereof.

12. DEFECT LIABILITY

It is agreed that in case any structural defect as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the RERA Act.

13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The Allottee hereby agrees to purchase the Plot on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

14. RIGHT TO ENTER THE PLOT FOR REPAIRS

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

15. GENERAL COMPLIANCE WITH RESPECT TO THE PLOT:

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Plot at his/her own cost, in good repair and condition and shall not do or suffer to be done anything, or to the Plot, or the, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Plot and keep the Plot, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Plot is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Plot or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Plot. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Plot. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

The Allottee (s) shall use the Schedule 'B' Property or any part thereof or permit the same to be used only for construction of a residential building to and use the same only for residential purpose. The Allottee (s) shall not carry out any commercial / professional activity on the Schedule 'B' Property including in house activities such as Beauty Parlour, Ice-cream Parlour, Hospital, Clinic, Hotel, Restaurant, Office, Agency, Garage, Small Scale Unit etc., without taking the prior written permission of the Allottee or the Owner's Association/ Society.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Allottee is entering into this Agreement for the allotment of Plot with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Plot, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Plot/ at his/ her own cost.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE ON THE SCHEDULE B PROPERTY

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

18. BINDING EFFECT

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

the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT

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

20. RIGHT TO AMEND

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES

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

The Allottees shall not have the right to assign or transfer his/her/their interest under this Agreement during the term of this Agreement without prior written consent of the Promoter. The Promoter is not obliged to give its consent for any assignment and the Allottees cannot claim the same as of right. In the event such consent is given by the Developer for assignment of Allottees 's rights under this Agreement will be liable to pay transfer charges of Rs. 750 per Sq. ft. of plot area as applicable.

22. WAIVER NOT A LIMITATION TO ENFORCE

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

binding on the Promoter to exercise such discretion in the case of other Allottees. 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.

23. SEVERABILITY

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

24. 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.

Without prejudice to the foregoing, the Allottee(s) acknowledges that any right of specific performance vesting in him/her under law shall be subject to the terms of Clause above.

25. 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, in Bangalore after the Agreement is duly executed by the Allottee and the Developer or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Bangalore.

26. NOTICES

That all notices required to be served on the Allottee and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Developer by Registered Post at the address first set out above.

It shall be the duty of the Allottee 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 at the above address shall be deemed to have been received by the Developer or the Allottee, as the case may be.

27. JOINT ALLOTTEES

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

The Allottees shall bear the full stamp duty, registration fee, miscellaneous charges, legal fee and all other incidental expenses payable for stamping and registration of the sale deed in his favour. It shall be the responsibility of the Allottee's to secure the release of the sale deed from the office of the concerned Sub Registrar of Stamps and Allowances or any other authority and the Developer will have no liability in this behalf.

28. 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.

29. DISPUTE RESOLUTION

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

Any dispute or difference arising in connection with, or under this Agreement shall be finally settled by arbitration, to be conducted in accordance with the Arbitration &

Conciliation Act, 1996, before a sole arbitrator appointed by the Promoter, whose decision shall be final and binding upon the parties. The proceedings shall be conducted in the English language, at Bangalore city.

Subject to sub-clause of above, the Parties irrevocably submit all disputes arising out of or under this Agreement to the exclusive jurisdiction of the courts at Bangalore.

SCHEDULE 'A' PROPERTY

All that piece and parcel of the Residentially Converted Properties bearing Sy. No.50/3, measuring 1 Acre and 18 Guntas, Sy. No. 51, measuring 21 Guntas, Sy. No. 52/1 measuring 37 Guntas, Sy. No. 52/2 measuring 1 Acre and 02 Guntas, Sy. No. 53/1 measuring 29 Guntas, Sy. No. 53/2 measuring 14 Guntas, Sy. No. 53/3 measuring 1 Acre and 06 Guntas, Sy. No. 53/4 measuring 22 Guntas, Sy. No. 53/5 measuring 35 Guntas, Sy. No. 53/6 measuring 39 Guntas, Sy. No. 57 measuring 1 Acre and 35 Guntas and another extent of 1 Acre and 35 Guntas, Sy. No. 58 measuring 20 Guntas and another extent of 09 Guntas, Sy. No. 62/3 measuring 08 Guntas, Sy. No. 62/4 measuring 19 ½ Guntas and Sy. No. 62/5 measuring 18 Guntas in all measuring 14 Acres and 7 ½ Guntas, situated at Kuduvathi Village, Nandi Hobli, Chikkaballapura Taluk and District and bounded on the

East by : Sy. Nos.62/6, 50/1 and 50/2 of Kuduvathi Village
West by : Sy. No. 60(P) of Kuduvathi Village
North by : Sy. Nos.56, 50/1 and 54 of Kuduvathi Village, BHEL Officers HBCS
South by : Road and Kempathimmanahalli Village Boundary

SCHEDULE 'B' PROPERTY

All that piece and parcel of the **Plot No. _____**, at 'BELMONT' Project, measuring East to West _____ and North to South _____ mtrs totally measuring _____Sq. mtrs (approx _____Sq Ft), carved out of **Sy. No. _____**, situated at Kuduvathi Village, Nandi Hobli, Chikkaballapura Taluk and District and bounded on the:

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

SCHEDULE C
PAYMENT PLAN BY THE ALLOTTEE

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

Please affix photograph and sign across the photograph
Please affix photograph and sign across the photograph

Allottee: (including joint buyers)

(1) _____

(2) _____

At _____ on _____ in the presence of:

SIGNED AND DELIVERED BY THE WITHIN NAMED

Please affix photograph and sign across the photograph
Developer:

(1) _____

(Authorized Signatory)

WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

ANNEXURE - 1, SPECIFICATIONS - BELMONT, KUDUVATHI

Sl. No.	ITEM	GENERAL SPECIFICATIONS
1	BOUNDARY	Precast Concrete wall
2	SECURITY CABIN	Provided at the entrance with RCC frame structure and solid block masonry
3	ENTRANCE GATE	MS Gate
4	ROADS	15 m / 12 m / 9 m roads with granular sub base, Wet Mix Macadam, bituminous top and seal coat.
5	KERBS	Precast concrete kerb
6	PATHWAYS	On either side of the roads finished with interlocking paver blocks.
7	WATER SUPPLY	UG Sump for storage for adequate water supply. Connections to individual plots, using UPVC pipes, from the UG Sump.
8	SEWAGE DISPOSAL	From individual plots through Underground PVC pipes led into a suitable Sewage Treatment Plant;
9	SEWAGE TREATMENT PLANT	Provided.
10	STORM WATER DRAINS	Provision of UG drains integrated with the footpath leading to rain water harvesting pits .
11	RAIN WATER HARVESTING	Provided
12	ELECTRICAL	Supply of 3KW power to each individual plot through underground cables approved by electrical authority
13	STREET LIGHTING	Adequate fluorescent street lights
14	LANDSCAPING	In all park areas
15	AMENITIES	a. Swimming Pool, b. Modern Club House, c. Senior Citizen Gazebo, d. Gymnasium, e. Basket Ball Court, f. Kids Play Area, g. Tennis Court, h. Indoor Badminton Court, i. Joggers Park j. Amphitheatre