

:DRAFT FOR DISCUSSION:

:SREE:
:AGREEMENT TO SELL:

THIS AGREEMENT TO SELL IS MADE AND EXECUTED ON THIS THE _____ DAY OF _____ R, YEAR TWO THOUSAND TWENTY FIVE (00/00/2025):

:BETWEEN:

- 1) **Mr. TAKESH D. MALGONKAR,**
Aged about 57 years,
Son of late Mr. Divakar Dattatreya Malgonkar,
Aadhaar No. 6996 7126 5109
PAN – ANBPM 9983 E
- 2) **Mrs. CHANDRAKALA V. MALGONKAR,**
Aged about 53 years,
Wife of Mr. Takesh D. Malgonkar,
Aadhaar No. 8684 2916 5827
PAN – CEGPC 0075 P

Both are residing at:
`Rakuen`,
No.203, Behind Prashanth Extension,
Whitefield,
Bengaluru – 560 066.

Both are represented by their General
Power of Attorney Holder:
M/s. NVT QUALITY LIFESTYLE HOMES LLP.,
a Limited Liability Partnership Firm,
having its Registered Office at:
CAP 1, Export Promotion Industrial Park,
Near ITPL,
Whitefield,
BENGALURU - 560 066.
Represented by its Designated Partner:
Sri. VIVEK GARG.

Hereinafter called the **“SELLERS”**

(which expression wherever it so requires shall mean and include all their respective heirs, legal representatives, administrators, executors and assigns etc.,) **OF THE FIRST PART:**

:AND:

M/s. NVT QUALITY LIFESTYLE HOMES LLP,
a Limited Liability Partnership Firm,
having its Registered Office at:
CAP 1, Export Promotion Industrial Park,
Near ITPL,
Whitefield,
BENGALURU - 560 066.
Represented by its Authorised Signatory:
Sri. VIVEK GARG.

Hereinafter called the "**DEVELOPER**"

(which expression shall wherever the context so requires or admits, mean and include its partners from time to time, their respective legal Heirs, successors-in-office, legal representatives, executors, administrators and assignees etc.,)
OF THE SECOND PART:

:AND:

Hereinafter referred to as the "**PURCHASER/S**"

(which expression wherever it so requires shall mean and include his/her/their respective heirs, legal representatives, administrators, executors and permitted assigns etc.) **OF THE THIRD PART:**

WITNESSETH:

WHEREAS the Property measuring **02 Acres 9.5 Guntas** out of **03 Acres 35 Guntas** in **Sy.No.6/1A presently Sy No.6/3**, situated at Pattandur Agrahara Village, Krishnarajpuram Hobli, Bengaluru East Taluk, Bengaluru District, duly converted for non-agricultural Group Housing/Apartment-Residential purposes through Conversion Order bearing No.676551 dated 26/06/2024 issued by The Deputy Commissioner, Bengaluru Urban District, Bengaluru and presently bearing Municipal No.524/Sy.No.6/3/Municipal No.158, Pattandur Agrahara, Municipal Ward No.83 of Kadugodi, Bengaluru, is morefully described in Schedule `A' herein and hereinafter referred to as **Schedule `A' Property** for convenience.

WHEREAS Mr.Divakar Dattatreya Malgonkar, father of the First Seller had acquired the **`Entire Land'** in Sy.No.6/1A (Schedule `A' Property forms portion of the Entire Land in SyNo.6/1A) and land in Sy.No.7/2, earlier known as Plot Nos.14, 20, 24 and

28 in 'Bromley Estate', carved out of previous Sy.Nos.1 and 2 of Jodi Village of Pattandur Agrahara Village, Krishnarajapuram Hobli, Bengaluru East Taluk, he having purchased the same from Mrs.Flossie Coelho, in terms of a Sale Deed dated 10/05/1961 registered as Document No.765/1961-62 in Book-I, Volume-233 at Pages 36 to 41 in the Office of the Sub-Registrar, Bengaluru South Taluk and since then he was in possession and enjoyment of the same as absolute owner.

WHEREAS the said Mr.Divakar Dattatreya Malgonkar and the First Seller Mr.Takesh D. Malgonkar as Confirming Party, had entered into a Joint Development Agreement dated 05/03/2014 in respect of land in Sy.No.6/1A measuring 02 Acres 07 Guntas (being portion of the Entire Land in Sy.No.6/1A) and certain other lands situated at Pattandur Agrahara Village, Krishnarajapuram Hobli, Bengaluru East Taluk.

WHEREAS the said Mr.Divakar Dattatreya Malgonkar died testate on 09/12/2014, leaving behind him, his last Will and Testament dated 20/09/2012, bequeathing the benefits arising out of the Joint Development Agreement dated 05/03/2014 with regard to the land in Sy.No.6/1A measuring 02 Acres 07 Guntas in favour of his son Mr.Takesh D. Malgonkar, the First Seller and the remaining land in Sy.No.6/1A including a dwelling house (Schedule 'A' Property forms portion of the remaining land in Sy.No.6/1A) in favour of his son and daughter-in-law viz., Mr.Takesh D. Malgonkar and Mrs.Chandrakala V. Malgonkar, the Sellers herein. Further, after leaving the land in Sy.No.6/1A measuring 02 Acres 07 Guntas that has been given for the Joint Development Agreement dated 05/03/2014, the Khata of the remaining land in Sy.No.6/1A measuring 03 Acres 35 Guntas was transferred to the names of Sellers and since then the Sellers are in peaceful possession and enjoyment of the same as absolute owners. The Schedule 'A' Property is a portion of the said land.

WHEREAS the Sellers being interested in developing the Schedule 'A' Property, measuring 02 Acres 9.5 Guntas entrusted the same to the Developer herein for development of the same into Residential Villas/Units/Row Houses in terms of a Joint Development Agreement dated 15/12/2023 registered as Document No.MDP-1-07302-2023-24 in Book-I and stored in Centralized Data Cell in Electronic Form, in the Office of the Sub-Registrar, Shivajinagar (Mahadevapura), Bengaluru and an Irrevocable General Power of Attorney of even date registered as Document No.MDP-4-00372-2023-24 in Book-IV and stored in Centralized Data Cell in Electronic

Form, in the Office of the Sub-Registrar, Shivajinagar (Mahadevapura), Bengaluru, in terms contained therein.

WHEREAS, the Sellers secured conversion of the Schedule 'A' Property measuring 02 Acres 9.4 Guntas for non-agricultural to Residential-Group Housing purposes vide Conversion Order bearing No.676551 dated 26/06/2024 issued by The Deputy Commissioner, Bengaluru Urban District, Bengaluru and thereby the Schedule 'A' Property became fit for residential use.

WHEREAS, further the Schedule 'A' Property has been resurveyed and assigned with new Survey No. 6/3 (craved out of Survey No. 6/1A) measuring 2 Acres 9.04 Guntas (out of total extent of 03 Acres 35 Guntas) in the name of Mr.Takesh D.Malgonkar and Mrs. Chandrakala V. Malgonkar.

WHEREAS, the Schedule 'A' Property having come within the municipal limits of Bruhat Bengaluru Mahanagara Palike was assessed for municipal property taxes and assigned with Municipal No.524/Sy.No.6/3/Municipal No.158, Pattandur Agrahara, Municipal Ward No.83 of Kadugodi, Bengaluru and registered the names of the Sellers as Khatedar in its records vide Khata Certificate dated 05/08/2024 and the Sellers are paying municipal property taxes regularly and upto date.

WHEREAS, the Developer by virtue of the powers conferred upon them under the aforesaid Joint Development Agreement and Irrevocable General Power of Attorney both dated 15/12/2023, formulated a scheme of development of the Schedule 'A' Property into a residential enclave consisting of Residential Multi Dwelling Units/Villas/Row Houses, referred to as 'Units', having attached private gardens, with common amenities such as driveways, pathways, play area and a Recreation Center hereinafter also referred to as 'Club House/Recreation Centre /Recreation Centre' and secured sanction of Licence and Plan for construction Plans from the Bruhat Bengaluru Mahanagara Palike vide L.P.No._____ dated _____, for construction of Residential Multi Dwelling Units/Villas/Row Houses referred to as 'Units' as aforesaid, each Unit comprising of Ground, First and Second Floors along with Lower Floor unit and a common Recreation Centre (Club House/Recreation Centre) for benefit of all the owners/occupants of the development in Schedule 'A' Property and named the entire development as '**NVT OIKOS**' (hereinafter referred to as '**the Project**'). The Project will have common Basement Drive through entry and exit with exclusive car

parking areas for each unit and provision for providing utilities for common use. Each Unit will be provided with an exclusive reserved basement area for car parking, one toilet, one room, with exclusive staircase and a lift connecting all floors of each Unit. Each Unit will be built over the specified Basement Floor and will further consist of Ground, First and Second Floors of that particular Unit. In addition on the Ground Floor above the Driveway, there shall be a Common Walkway that allows people to walk on the Ground Floor and to allow people to reach the Ground Floor of all the Units through this Walkway. The Ground Floor consists of the main entry to the Units (pedestrian accessibility only) in addition to the entry through the exclusive Basement Floor for each of the particular Unit.

WHEREAS, the Developer formulated a scheme of ownership of the Units in the Project being developed on the Schedule 'A' Property, wherein any person desirous of owning an Unit, is required to own or purchase the proportionate undivided share, right, title, interest and ownership in the land in Schedule 'A' Property which is more fully described in the Schedule 'B' to this agreement and hereinafter referred to as the Schedule B Property; and construct and sell the Unit, more fully described in the Schedule 'C' to this agreement and hereinafter referred to as Schedule 'C' Property; and the Purchaser hereby agrees to purchase the Schedules 'B' and 'C' Properties herein for a sale price and consideration stated in this Agreement, subject to the rights and restrictions mentioned in this agreement.

This Agreement sets out the estimated extent of the Schedule 'B' Property in terms of the entire land on which the Project would be constructed along with the Schedule 'C' Property.

WHEREAS, by entering into this Agreement to Sell with the Sellers, by virtue of which, such Purchaser/s gets a right to get constructed the corresponding Unit in the Project selected by the Purchaser/s only through the Developer or in the alternative not only purchase the Unit but also proportionate undivided share in the land in Schedule 'A' Property as per Schedule 'B' Property. In the overall scheme, each of the owners of the Units in the Project will absolutely own the Unit as described in Schedule 'C' with an exclusive right to enjoy the private garden attached to such Unit, undivided ownership over the land in Schedule 'A' Property in the form of Schedule 'B' Property and right to enjoy all the common areas and amenities in the development and this scheme forms the basis of the sale and ownership of the Unit.

WHEREAS, the Sellers and the Developer have entered into an Allocation Agreement dated _____ in terms of which the Sellers and the Developer have mutually identified and earmarked the Units in the Project falling into their respective shares and the Sellers and Developer are entitled to deal with/dispose of the Units falling into their respective shares in their own names together with corresponding undivided share in the land in Schedule 'A' Property in terms of Joint Development Agreement.

WHEREAS, the Developer has obtained registration with Real Estate Regulatory Authority vide its Certificate bearing No. _____, dated _____ in accordance with the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 hereinafter referred to as **'the Act'**.

WHEREAS, the Purchaser/s herein after due verification and scrutiny, being satisfied with the title of the Sellers to Schedule 'A' Property and with the scheme propounded by the Sellers and Developer and sanctions obtained by them is/are interested in owning a Unit described in Schedule 'C' in the Project by joining the scheme aforesaid.

WHEREAS, the Purchaser/s applied for allotment of an Unit in the Project and has been allotted the same with the proportionate undivided share, right, title, interest and ownership in the land in Schedule 'A' Property which is more fully described in the Schedule B to this agreement and carpet area and saleable area as per the Annexures 1 and 2 and annexed as Schedule 'C' to this Agreement, as permissible under the applicable law and of *pro rata* share in the common areas (**"Common Areas"**) as defined under clause (n) of Section 2 of the Act.

WHEREAS the Purchaser/s hereby confirm/s that he/she/they is/are executing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project and after taking legal advice and after having gone through all the terms herein and understanding the rights and obligations and disclosures made by Sellers and Developer and contained herein. The Purchaser/s is/are aware and consented that the Common Areas, amenities and facilities in the Project shall be ultimately maintained by the Association of Unit Owners in the Project.

WHEREAS, 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.

WHEREAS, in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Sellers/Developer hereby agree to Sell and the Allottee/Purchaser/s hereby agree/s to Purchase the Property specified hereunder.

WHEREAS, the Sellers and Developer have hence offered to sell the Schedule `B' Property and construct, sell and deliver to the Purchaser/s the Schedule `C' Unit free from all encumbrances and the Purchaser/s accepted the said offer and agreed to purchase the Schedule `B' Property and construct only through the Developer, and own Schedule `C' Unit free from all encumbrances for consideration mentioned herein. The Sellers and Developer have agreed to convey Schedule `B' Property and Schedule `C' Property subject to Purchaser/s complying with the terms and conditions of this Agreement and payment to the Sellers/Developer all the amounts detailed in this Agreement. The Common Areas will be transferred to an Association envisaged herein.

WHEREAS, the Schedule `B' and `C' Properties are part of the areas allotted to the share of the Developer and hence consideration stipulated herein and all other amounts payable by the Purchaser/s under this Agreement shall belong to Developer.

- i) as "government action", "government order", "government circulars", "national emergency" or "quarantine", lock down due to the spread of any disease which may or may not require social/physical distancing and isolation measures to restrict the spread of the disease referred to above,
 - ii) Any other reason such as Civil Commotion like Strike, Bandh etc., and non -availability of the raw materials;
 - iii) Any statutory or new law interruption towards the Real Estate Business/Construction.
- (a) **"Interest"** means the rate of interest payable by the Sellers and Developer or the Purchaser/s, as the case may be in terms of this Agreement, which is to be calculated at prevailing interest rate of State Bank of India highest Marginal Cost of Lending Rate (MCLR) plus 2% or as specified by the prevailing regulations.
- (b) **"Land"** shall mean and include land in Schedule `A' Property.

- (c) **"Local Authority" or "Authority"** shall mean any union, state, local or other governmental, administrative, regulatory, judicial or quasi-judicial authority or self-regulating authority or agency, commission, board, tribunal, court and includes Bengaluru Electricity Supply Company Ltd., (BESCOM) or Karnataka Power Transmission Corporation Ltd., (KPTCL), Bengaluru Water Supply and Sewerage Board (BWSSB), Bruhat Bengaluru Mahanagara Palike (BBMP), Bengaluru Development Authority (BDA) Real Estate Regulatory Authority, Real Estate Appellate Tribunal and shall include any other competent authority under the Act and having jurisdiction over the Schedule 'A' Property;
- (d) **"Occupancy Certificate "** means the occupancy certificate or such other certificate by whatever name called, issued by the relevant Authority whichever is applicable confirming completion of the Project and the occupation thereof;
- (e) **"Other Costs Charges and Expenses"** shall mean all the amounts set out in Annexure-3 hereto, which amounts the Purchaser/s is/are required to pay in addition to the Sale Consideration, Cost of Construction and Statutory Payments.
- (f) **"Party"** unless repugnant to the context, shall mean a signatory to this Agreement and **"Parties"** unless repugnant to the context, shall mean a collective reference to all the signatories to this Agreement;
- (g) **"Payment Plan"** shall mean the payments of instalments payable by Purchaser/s under Annexures-1 to 3 hereto. Each of which individually also being Payment Plan and collectively also referred to as Payment Plan;
- (h) **"Person"** shall mean any natural person, limited or unlimited liability company, corporation, general partnership, limited liability partnership, proprietorship, trust, union, association, court, tribunal, agency, government, ministry, department, commission, self-regulatory organisation, arbitrator, board, or other entity, enterprise, authority, or business organisation and shall include any other person as defined under the Act;

- (i) Plan” or “Sanctioned Plan” shall mean the building plan, which is approved by the Local Authority prior to start of the Project;
- (j) **“Project”** shall mean construction in Schedule ‘A’ Property.
- (k) **“The Project Account”** shall mean the account opened in a Bank standing in the name of the Developer used for the purpose of this project.
- (l) **“Promoter”** shall mean both Sellers and Developer either jointly or severally.
- (m) **“Rules”** means the Karnataka Real Estate (Regulation and Development) Rules, 2017.
- (n) **“Regulations”** means the Regulations made under the Real Estate (Regulation and Development) Act, 2016;
- (o) **“Sale Deed”** shall mean the deed of sale to be executed by the Sellers and Developer, for legally conveying the absolute right, title and interest in the Schedule ‘B’ Property and the Schedule ‘C’ Unit on the terms and conditions contained therein under the Scheme;
- (p) **“Saleable Area”** means built-up area that is saleable and it includes carpet area, internal lift shaft, cut-out, wall thickness- internal and external, car parking area, Balcony, Terrace, Foyer and Utilities and any other covered area;
- (q) **“Schedule ‘A’ Property”** shall mean the land on which the Project is being developed by the Sellers and Developer and more fully described in the Schedule ‘A’ hereto;
- (r) **“Schedule ‘B’ Property”** is the undivided share of the land described in Schedule ‘A’ corresponding to the Schedule ‘C’ Unit more fully set out in the Schedule ‘B’ hereto;
- (s) **“Schedule ‘C’ Property” or “Schedule ‘C’ Unit”** which is being constructed/purchased under the Scheme and more fully described in the Schedule ‘C’ hereto by the Sellers and Developer for the Purchaser/s;
- (t) **“Section”** means a section of the Act.
- (u) **“Specifications”** shall mean the specifications of development and construction set out in Schedule ‘D’ hereto or any equivalent thereto for the Units in Schedule ‘A’ Property;

(v) **“Statutory Payments”** shall mean statutory charges including Goods and Service Tax (“GST”) as applicable from time to time, which will be payable by the Purchaser/s in addition to the Sale Consideration, Cost of Construction and Other Cost Charges and Expenses, under this Agreement;

(w) **“Unit Owners/Owners”** shall mean any owner or owners of Unit/s in the Project;

2. **AGREEMENT TO SELL AND CONSTRUCT:**

That in pursuance of the aforesaid agreement and in consideration of the Purchaser/s agreeing to participate in the scheme of development and paying the consideration stipulated for sale of Schedule `B' Property and the cost of construction of Schedule `C' Unit and all applicable taxes and other charges, etc., agreed to be paid in terms of this agreement and subject to the Purchaser/s complying with all the terms herein, the Sellers and Developer hereby agree to sell and the Purchaser/s hereby agree to purchase the Property described in Schedule `B' herein consisting of an undivided share, right, title, interest and ownership in the land in Schedule `A' Property and further the Sellers and Developer hereby agree to construct/convey to the Purchaser/s the Unit in Schedule `C' Property in terms of the scheme envisaged as above.

3. **CONSIDERATION FOR SALE OF SCHEDULE `B' PROPERTY:**

The Sellers and Developer shall sell and the Purchaser/s shall purchase the Property described in Schedule `B' herein for the consideration stipulated in **Annexure-1** attached hereto along with all associated taxes thereon with right to construct and own the Unit described in Schedule `C' herein. The Purchaser/s agree/s to pay the consideration stipulated in **Annexure-1** in terms stated therein to the Developer.

4. **COST OF CONSTRUCTION OF SCHEDULE `C' UNIT:**

The Sellers and Developer hereby agree to construct the Unit described in Schedule `C' herein for and on behalf of the Purchaser/s at the cost stipulated in **Annexure-2** attached hereto associated taxes and would be conveyed on completion. The cost of construction shall be paid by Purchaser/s to the Developer in terms of the payment schedule stipulated in **Annexure-2** attached hereto along with all applicable taxes.

5. PAYMENT OF APPLICABLE TAXES AND OTHER CHARGES:

That in addition to payments stipulated in Annexures-1 & 2 referred to above, the Purchaser/s shall pay the Developer all the applicable taxes and other charges along with applicable taxes detailed in **Annexure-3** attached hereto which shall be paid as and when demanded by the Developer in terms stated therein.

6. PAYMENT TOWARDS SALE OF SCHEDULE 'B' PROPERTY AND COST OF CONSTRUCTION OF SCHEDULE 'C' PROPERTY, ETC.:

- 6.1 The Purchaser/s has/have paid the Developer the Booking amount, which is 10% of the entire consideration, mentioned in Annexures-1 & 2 as part payment and balance shall be payable to the Developer as detailed in the Annexures-1 to 3 and payment in terms of Annexures is the essence of this agreement and under no circumstance there shall be delay in payment of the balance sale consideration and cost of construction. The payments under Annexures-1 to 3 shall be paid by the Purchaser/s within fifteen days of Developer sending a demand for payment of such instalments. Any delay in payment affects the development in the Schedule 'A' Property and would also affect the interest of other purchasers who have joined the scheme of development from time to time.
- 6.2 All payments shall be made by cheque/s or demand draft/s or wire transfer drawn in favour of Developer or as directed by Developer. In case any Cheque/s issued by the Purchaser/s is/are dishonoured for any reason in respect of the payments in Annexures-1 to 3, the Purchaser/s is/are liable for the same including that to pay the charges collected by the Bank, along with delayed payment charges.
- 6.3 The consideration for sale of Schedule 'B' Property and the cost of construction of Schedule 'C' Property and other amounts are fixed by the parties hereto by mutual consent/negotiations and the Purchaser/s shall have no right to renegotiate any of the amounts fixed under this agreement. The Total Price is escalation-free, save and except increases which the Purchaser/s hereby agree/s to pay, due to increase on account of development charges payable to any authority and/or any other increase in charges which may be levied or

imposed by the authorities from time to time. The Developer undertake and agree that while raising a demand on the Purchaser/s for increase as aforesaid, the Developer will enclose the said notification/order /rule/regulation to that effect along with the demand letter being issued to the Purchaser/s, which shall be applicable on subsequent payments.

- 6.4 The Developer may allow, in its sole discretion, a rebate for early payments of installments payable by the Purchaser/s, by discounting such early payments at the rates as shall be decided by the Developer from time to time for the period by which the respective installment is advanced. The provision for allowing the rebate and such rate of rebate shall be subject to revision/withdrawal, without giving any notice, at the sole discretion of the Developer.
- 6.5 The Purchaser/s shall not be entitled to question the cost at which the Sellers or Developer sell remaining undivided share or cost of construction of other Units in the Project for other purchaser/s and the quantum of deposits and other sums referred to above. The Sellers/Developer shall be free to determine and agree upon the cost of sale, construction, payment of other sums and specifications for others. The Purchaser/s shall have no right to question the same.
- 6.6 In the event of delay/default by the Purchaser/s to pay the balance sums in terms of Annexures-1 to 3 for any reason, the Purchaser/s is/are liable to pay interest as per the Act on delayed payments from due date till payment. If the payments are not made within two months of notice of demand, the Sellers/Developer shall be entitled to terminate this Agreement.
- 6.7 In the event of breach by the Purchaser/s of any of the terms of this Agreement and same not being cured within a period of 30 days of notice of such breach, the Sellers/Developer shall be entitled to terminate this Agreement and on such termination the Sellers/Developer shall be entitled to the rights as provided in Clauses below in this Agreement:

- 6.7.1 In the event of termination as aforesaid, the Sellers/Developer, shall be entitled to forfeit Booking Amount being 10% of the total sale consideration and cost of construction reserved herein, and refund the balance, if any, within sixty days from the date of termination or selling of the Unit whichever is later. The statutory payments, including GST /others, made by Purchaser/s will not be refunded.
- 6.7.2 Upon termination of this Agreement the Purchaser/s shall not have any claims over the Schedule `B' Property and Schedule `C' Unit and/or on Sellers/Developer. The Sellers/Developer shall be entitled to deal with Schedule `B' and `C' Properties as they may deem fit for their benefit without reference to the Purchaser/s.
- 6.7.3 If the Purchaser/s has/have taken housing loan facility from any financial institution or the bank, then in that event based on the terms of such loan, after deduction of Booking Amount and interest liabilities, the balance amount would be handed over to the financial institution or the bank, and against the receipt of such amount, the bank/financial institution shall forthwith issue "no dues certificate" in favour of the Developer and hand over the original of this Agreement that may be deposited by the Purchaser/s or cause the Purchaser/s to hand over this Agreement against the Sellers/Developer paying the amounts to the bank or any financial institution and the Sellers/Developer shall be entitled to deal with Schedule `B' and `C' Properties in any manner with a third party.
- 6.8 The Purchaser/s shall be solely responsible to deduct taxes as required under section 194IA of the Income-tax Act, 1961 ("the IT Act") for each of the payments made towards the Total Sale Consideration and comply with the provisions of the IT Act. The Purchaser/s also undertake/s to issue a certificate of deduction of tax in Form 16B to the Sellers/Developer on or before 5th day of the subsequent month of deduction. Else it would be deemed to be delay in payment.

7. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 7.1 The Purchaser/s, if a non-resident of India, shall be solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act 1999 (FEMA), Reserve Bank of India Acts & Rules (RBI) made there under or any other statutory amendments/modifications made thereof and all applicable laws including that of remittance of payments, acquisition, sale, transfer of immovable property etc., and provide the Sellers/Developer with such permissions, approvals which would enable the Sellers/Developer to fulfil its obligations under this Agreement. The Purchaser/s agree/s that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by RBI, the Purchaser/s alone shall be liable for

any action under FEMA. The Purchaser/s shall keep the Sellers/Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser/s subsequent to the signing of this Agreement it shall be the sole responsibility of the Purchaser/s to intimate the same in writing to the Sellers /Developer immediately and comply with necessary formalities if any, under the applicable laws. The Sellers /Developer shall not be responsible for any third party making payments, remittances on behalf of any Purchaser/s and such third party shall not have any right in this application/allotment of the Schedule 'B' Property in any way and the Sellers/Developer shall issue the payment receipts in favour of the Purchaser/s only.

- 7.2 In terms of the provisions of the Act, Developer shall deposit/has deposited portions of the amounts realised for the real estate project from the Allottees/Purchaser/s, from time to time, in a separate account maintained with a scheduled bank and operate the same as per the applicable laws for which the Purchaser/s specifically understands and consents.

8. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Purchaser/s authorize/s the Developer to adjust/appropriate all payments made by him/her/them under any head(s) of dues in Annexures 1 to 3 and/or outstanding interest due, if any, against outstanding, if any, in his/her/their name/s as the Developer may in their sole discretion deem fit and the Purchaser/s undertake/s not to object/demand/direct the Developer adjust his/her/their payments in any manner.

9. LOAN:

- 9.1 If the Purchaser/s is/are desirous of obtaining a loan to finance the payments of the construction of the said Unit, the Purchaser/s shall at his/her/their own cost, expense, apply for such loan (hereinafter called 'the Loan') from a bank, housing finance Developer, housing finance society or a financial institution (hereinafter called 'the Financier') and execute all necessary forms and documents and pay all fees, legal costs, stamp duty expenses, etc., in respect thereof.

- 9.2 The Purchaser/s undertake/s to do all acts, things and take all steps that are required to get the loan amount disbursed and paid to the Developer without any delay and in the manner mentioned in this agreement.
- 9.3 Notwithstanding whether the loan is obtained or not, the Purchaser/s shall still be liable to pay to the Developer on the due dates, the relevant instalments and all other sums due under this Agreement and in the event of any delay and/or default in payment of such amount/s, the Purchaser/s shall be liable to the consequences including payment of interest on the outstanding payments as provided in this Agreement.
- 9.4 If the Purchaser/s fail/s to obtain the Loan for any reasons whatsoever, the Sellers/Developer shall not in any way be liable to the Purchaser/s for any loss, damage, cost or expense howsoever arising or incurred and such failure to obtain the loan shall not be a ground for any delay in the payment or for any non-payment on due dates of any amounts set out in this Agreement.
- 9.5 The Purchaser/s shall indemnify and keep the Sellers/Developer, indemnified and harmless against the payments and observance and performance of all the covenants and conditions and any loss, damage or liability that may arise due to non-payment, non-observance or non-performance of the said covenants and conditions by the Purchaser/s as mentioned in the Agreement.
- 9.6 The Purchaser/s shall be liable for the due and proper performance of all the terms and conditions of loan documents.

10. SPECIFICATIONS AND CONSTRUCTION OF THE PROJECT/UNIT:

The Developer agree to construct the **Schedule 'C' Unit** in **Schedule 'B' Property** as per Specifications in **Schedule 'D'** herein on behalf Purchaser/s and as per the Plans seen and approved by the Purchaser/s and the Purchaser/s has/have expressly given consent and empowered the Developer for variations in specifications and the plans and/or modifications as the Developer may consider necessary or as may be required by plan sanctioning/other authorities to be made in such Plans or constructions as may be necessitated due to exigencies but without substantially altering the size of

the Unit or its external dimensions. The Purchaser/s shall not seek for any modifications in the plans of the Unit at any time. In the event of Developer agreeing to modify the plan/specifications on request of the Purchaser/s, the same will be at mutually agreed cost and time lines. The materials used in development of **Schedule `A' Property** including in **Schedule `C' Property** includes marble, granite, wood, etc., and are natural materials and are subject to variations in tone, grain, texture, colour and other aesthetic features, which are beyond the control of the Developer. The Developer shall make attempts to ensure that the materials used in the Unit would be similar to the samples shown with regard to said features/ specifications but shall rely upon the manufacturers, which is beyond the control of the Developer. Similarly manufactured materials such as marble, ceramic/vitrified tiles, anodized/powder coated aluminium, sanitary ware, etc., are subject to colour variations and warping due to the inherent manufacturing process and hence the finished product may have colour variations which are again beyond the control of the Developer. The Developer would be relying upon the manufacturers and suppliers for its raw materials, such as marble, granite, timber, tiles, aluminum, sanitary ware, etc.,. There is possibility that the materials specified and shown as samples may not be available at the time of construction and in such an event, the Developer reserves the right to substitute with an equivalent alternative.

11. DISCLOSURES:

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

- a. The sale of Schedule 'B' Property is to enable the Purchaser/s to own Schedule 'C' Unit in Schedule 'A' Property and not for any other purposes.
- b. The Common Amenities and Facilities and the Common Areas will be developed by Developer in terms of Specifications and are to be maintained by all the Owners of the Project in common irrespective of the location of such Common Area and the Common Amenities and Facilities in the Project.
- c. That, the Common Areas of the Project are subject to modifications thereto depending upon the technical feasibility of the Project.
- d. That, the Unit can be used for residential purposes only in terms of the rules and regulation formulated by the Developer and/or the Association of Owners as well as the terms set out in the Association Agreement to be executed by the Association and the operator of the Common Area of the Project.
- e. The Developer has reserved the right to grant exclusive right of use and enjoyment of Areas to such buyers who will be opting for the same, for which the Purchaser/s has/have no objection and he/she/they declare/s having no objection and confirm/s the same.
- f. The computation of sale price and cost of construction includes cost of construction of Unit but also cost of common areas, internal development charges, external development charges, and cost of providing all services, amenities and facilities.
- g. That, the Developer intends to avail financial facility from Bank and in view thereof, the Developer will deposit the documents of title, evidences, deeds and writings in respect of the land with the Bank. The Bank/Financial institution however shall provide its no objection to the Sellers/Developer to proceed with the execution of this Agreement. The undivided share agreed to be sold under this Agreement and the Unit would be released from the charge before the conveyance in terms hereof, as applicable.
- h. The Developer is providing a common Basement to the entire Project. The Unit shall be reached through common driveway provided in the Basement Floor. Each Unit will be provided with dedicated car parking areas, a room, staircase, lift connecting all floors below the respective Unit for exclusive use and enjoyment of the chosen Unit. In addition thereto portion of the Basement will be utilised for providing utilities for common use and enjoyment by all owners/occupants of the Project.

12. COMPLETION OF THE PROJECT:

- 12.1. That in the absence of conditions relating to force majeure and/or breach by the Purchaser/s in compliance of the obligations under this Agreement, the Sellers/Developer will complete the Project within 04 (Four) years from the date of signing of this agreement with a grace period of 1 (one) year.
- 12.2. The Sellers/Developer shall not be liable if they are unable to complete the Project and/or the Schedule 'C' Unit and deliver possession by the aforesaid date by reason of force majeure conditions and in such circumstances the Sellers/Developer stand entitled to extension of time for completion and handing over possession of the Unit and common areas by such time as the Sellers/Developer may inform the Purchaser/s in writing and the monies till then paid by the Purchaser/s under this Agreement shall not be refunded or be entitled to any interest.
- 12.3. In case of any proven wilful delay in delivery of the Unit for reasons other than what is stated above, the Sellers/Developer are entitled to additional as per RERA filing, and if delay persists, on demand being made by the Purchaser/s to withdraw from the Project, the Sellers/Developer shall return the amount received by them from the Purchaser/s after deducting statutory costs and payments and brokerage charges along with interest at prevailing rate of State Bank of India highest marginal cost of lending rate plus two percent.
- 12.4. However, where Purchaser/s do/es not intend to withdraw from the project, he/she/they shall be paid interest at the rate of prevailing Interest rate of State Bank of India highest marginal cost of lending rate plus two percent by the Sellers/Developer for every month of delay, till the handing over of the possession. The interest payable by the Sellers/Developer to the Purchaser/s shall be from the date the Sellers/Developer received the amount or any part thereof till the date the amount or part thereof or interest is refunded.

Provided however:

- a. Such delay not being attributable to the reason/s mentioned in clauses above;
- b. The Purchaser/s has/have paid all the amounts payable as per this agreement and within the stipulated period and has not violated any of the terms of this Agreement;
- c. The delay is proved to be willful delay on the part of the Sellers/Developer. However, if the delay is on account of Purchaser/s not making the payments in terms of Annexures-1 to 3 or on account of Purchaser/s seeking modifications in Schedule 'C' Property there is no liability on the Sellers/Developer to pay any damages as aforesaid.

12.5. The Purchaser/s further agree/s to receive possession of the Schedule 'C' Unit in spite of the partial completion of the Project and further pay the balance sums and complete the purchase of the Property agreed to be conveyed in terms of this agreement. The Purchaser/s will be provided with proper entry and exit both through the walkways as well as through driveways to reach the completed portion of the development in the Schedule 'A' Property.

13. DELIVERY OF UNIT:

- 13.1. The Developer after securing Occupancy Certificate/Completion Certificate whichever is applicable from the relevant authorities shall intimate the Purchaser/s in writing to receive possession of the Unit. The Purchaser/s shall receive possession, within 15 days of such intimation, after payment of all the amounts due and payable by the Purchaser/s under this Agreement and obtain a Sale Deed from the Sellers and Developer in respect of Schedule 'B' and 'C' Properties with the time stipulated herein.
- 13.2. The Purchaser/s shall take possession of the Unit in Schedule 'C' herein after paying in full all the dues including various deposits mentioned in this Agreement and overdue interest, if any, within 15 days from the date of receipt of the notice of completion.
- 13.3. The Purchaser/s upon taking possession of the Schedule 'C' Unit, shall be deemed to have accepted that the Schedule 'C' Unit as fully completed in all respects as per the Specifications and the Purchaser/s shall not have any claim

against the Sellers/Developer for any items of work in the Schedule 'C' Unit which may be alleged as not carried out or completed by the Sellers/Developer.

- 13.4. The Purchaser/s shall be liable to bear and pay to the Developer the following expenses within 15 days after notice by the Sellers/Developer to the effect that the Schedule 'C' Property is ready for use and occupation by the Purchaser/s, irrespective of whether the Purchaser/s takes possession or not:

- Electricity and water demand charges;
- Property taxes in respect of the Schedule 'B' and 'C' Property and other outgoings and expenses incurred by the Sellers/Developer for maintenance of the Schedule 'B' and 'C' Property;
- Purchaser/s' share of common maintenance expenses i.e., proportionate share of insurance premium, wages for the persons appointed by the Sellers/Developer to manage and look after the Common Areas and facilities such as property manager, security guards, gardeners, plumbers, electricians, generator operators, sweepers etc., expenses incurred by the Sellers/Developer or the agency appointed for maintaining all the Common Areas and facilities including electricity charges, water charges, housekeeping consumables, overheads, management expense, supervising expenses ,etc.;

- 13.5. In case the Purchaser/s default/s in receiving possession as aforesaid and/or complete the purchase, the Sellers/Developer are entitled to and Purchaser/s shall be liable for holding charges calculated at Rs.10/- (Rupees Ten Only) per Sq. Ft., built-up area of the Unit per month of delay in addition to the amounts payable in the previous para, which the Purchaser/s agree/s to pay the same on demand or before receiving possession of Schedule 'C' Unit. In case the Purchaser/s default/s in registering the Sale Deed and taking the possession beyond a period of three months from the date of issuance of notice of completion and Occupancy Certificate, the Sellers/Developer is/are entitled to terminate this agreement after forfeiture of Booking Amount of 10%, and other deductions applicable on termination, detailed earlier, and deal with the Schedule 'B' and 'C' Properties with third parties. Subsequently, the Sellers/Developer will refund the balance, if any, after adjusting all outstanding amounts, including interest on delayed payments, deduction of taxes and brokerage paid if any, etc., after 60 days from the date of such termination or selling to a new buyer, whichever is later.

- 13.6. In order to carry out and complete the construction of the Project, the Promoter/Developer has the option to raise the project loan from a Financial Institution. The Purchaser/s has/have no objection for the Developer towards this mortgage on Schedule 'A' Property for raising funds to complete the development and construction in the Schedule 'A' Property. However, the Developer alone is responsible for discharge of the said charge or mortgage before sale of Schedule 'B' and 'C' Properties are completed. The Developer agrees to secure necessary No Objection Certificate from the lending Bank/Institution and furnish the same to the Purchaser/s at the time of conveyance of Schedule 'B' and 'C' Properties, confirming that Schedule 'B' and 'C' Properties being free from the said charge or mortgage.

14. CANCELLATION BY PURCHASER/S:

The Purchaser/s shall have the right to cancel/withdraw his/her/their allotment in the Project as provided in the Act: Provided that where the Purchaser/s proposes to cancel/withdraw from the project without any fault of the Sellers/Developer, the Sellers/Developer herein are entitled to forfeit 10% of the amount stipulated in Annexures-1 & 2 and refund the balance less any taxes including GST and brokerage charges. The statutory payments made by Purchaser/s will not be refunded. The balance amount of money paid by the Purchaser/s shall be returned by the Sellers/Developer to the Purchaser/s / financial institution within two months of such cancellation or selling to a new buyer, whichever is later.

15. TITLE & TITLE DEEDS:

The Purchaser/s has/have taken inspection of all title deeds relating to Schedule 'A' Property and after being satisfied to the title of the Sellers to the Schedule 'A' Property and Developer's right to develop Schedule 'A' Property and the sanctions obtained for development and construction has/have entered into this Agreement. The certified title deeds of the Schedule 'A' Property will be handed over to the Owner's Association upon its formation on sale of entire development.

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

- 16.1. The Purchaser/s has/have/shall borne/bear the cost of stamp duty payable on this agreement and will also pay the registration fee, Legal Expenses, duty & taxes as applicable.
- 16.2. The Sellers agree to execute Sale Deed for sale of Schedule 'B' Property and Schedule 'C' Property in favour of the Purchaser/s on compliance of the terms and payment of all sums mentioned herein. The Purchaser/s agree/s not to claim conveyance or possession till compliance of this Agreement. The parties hereto shall co-operate with each other for registration of the Sale Deed in pursuance of this agreement. The Sale Deed and its registration process shall be completed through the Developer's Counsel only and Purchaser/s is/are liable to pay the expenses and professional fees stipulated by the Developer in respect thereto and the Purchaser/s consent/s for the same.
- 16.3. The Sellers and Developer agree to execute the Sale Deed after fulfilment of the terms hereof and the Purchaser/s has/have agreed for the same.
- 16.4. The stamp duty, registration charges, prevailing at the time of registration of the sale deed, legal expenses and all other miscellaneous and incidental expenses for execution and registration of the Sale Deed including the Stamp Duty and Registration Fee that may be demanded by The Special Deputy Commissioner for Detection of Under Valuation of Stamps and other Authorities shall be borne by the Purchaser/s. In the event of the Sale Deed being referred to the authorities for adjudication of stamp duty and/or valuation of the Schedule 'B' and/or 'C' Properties, it is the responsibility of the Purchaser/s to attend to the same at his/her/their cost and secure release of the Sale Deed. The Sellers shall have no liability in respect thereto.

17. POSSESSION:

The Sellers and Developer will deliver and put the Purchaser/s in constructive possession of Schedule 'B' Property and Schedule 'C' Property on execution of Sale Deed against payment of balance sale price stipulated herein, Advance Maintenance Charges, Sinking Fund, Connection Charges, Generator and all

Other Charges and taxes, as per the Annexures-1 to 3 and compliance of all the terms in this Agreement. The completion of construction of Schedule 'C' Unit does not construe as delivery of possession of Schedule 'B' Property to the Purchaser/s in part performance of this Agreement.

18. KHATHA TRANSFER:

The Purchaser/s is/are entitled to secure at his/her/their cost BBMP Khatha of Schedule 'B' Property and Schedule 'C' Unit on purchase at his/her/their cost from the jurisdictional BBMP/municipal office and Sellers/Developer agree to sign necessary consent letters.

19. PROPERTY TAXES:

The Sellers/Developer will pay property taxes in respect of Schedule 'B' Property and Schedule 'C' Unit for the year preceding till the issue of Occupancy Certificate by the Jurisdictional Authorities or till expiry of fifteen days' notice to the Purchaser/s as to the completion towards possession of the Schedule 'C' Unit, whichever is earlier. The Purchaser/s shall be liable to pay the said taxes and assessments thereafter.

20. REPRESENTATIONS AND WARRANTIES OF THE SELLERS & DEVELOPER:

The Sellers/Developer hereby represents and warrant to the Purchaser/s as follows:

- a) The Sellers are the absolute owners of Schedule 'A' Property and have the requisite right to carry out development upon the Schedule 'A' Property and there are no encumbrances upon the said Schedule 'A' Property or the Project;
- b) The Sellers/Developer have lawful right and requisite approvals from the competent Authorities to carry out development of the Project;
- c) There are no encumbrances on the land in Schedule 'A' Property/Project.
- d) That the Schedule 'A' Property is not subject matter of any proceedings and the same is not attached or sold or sought to be sold in whole or in portions in any Court or other Civil or Revenue or other proceedings and not subject to any attachment by the process of the courts or in the possession or custody by any Receiver, Judicial or Revenue Court or any officer thereof;

- e) That there are no easements, quasi-easements, restrictive covenants or other rights or servitudes running with Schedule 'A' Property which affects the peaceful possession and enjoyment of Schedule 'A' Property;
- f) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Schedule 'A' Property and Unit are valid and subsisting and have been obtained by following due process of law.
- g) The Sellers/Developer have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected;
- h) The Developer confirm that they are not restricted in any manner whatsoever from selling the said Unit to the Purchaser/s in the manner contemplated in this Agreement;
- i) The Sellers/Developer has/have not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Unit, which will, in any manner, affect the rights of Purchaser/s under this Agreement;
- j) To the knowledge of the Sellers/Developer 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 Sellers/Developer in respect of the said Land and/or the Project;
- k) There are no litigations pending before any Court of law or Authority with respect to the Said Land, Project or the Unit.
- l) The Sellers/Developer have the right to enter into the Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected;
- m) The Sellers/Developer confirm that the Sellers/Developer are not restricted in any manner whatsoever from selling the said Unit to the Purchaser/s in the manner contemplated in this Agreement;
- n) At the time of execution of the conveyance deed the Sellers/Developer shall handover lawful, vacant, peaceful, physical possession of the Unit to the Purchaser/s and the common areas to the Association of the Owners or the competent authority as the case may be;

21. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER/S:

The Purchaser/s acknowledge/s that the Sellers/Developer have entered into this Agreement and agreed to sell the Schedule 'B' Property and Schedule 'C' Property, based on the representations and warranties of Purchaser/s set out below (the "**Purchaser/s Warranties**"):

- a) The Purchaser/s confirm/s that this Agreement upon execution, would constitute legal, valid and binding on the Purchaser/s;
- b) That the Purchaser/s confirm/s that the Purchaser/s has/have been furnished with all the details pertaining to the Disclosures made by the Sellers/Developer as detailed in this Agreement and after understanding the same, the Purchaser/s has/have entered into this Agreement and the Purchaser/s further confirm/s and agree/s that the Purchaser/s do not have and will not have any objection to the Sellers/Developer undertaking the works and benefits from such works.
- c) The Purchaser/s has/have been provided and has/have inspected/understood the documents of title, relating to the Schedule 'A' Property belonging to the Sellers/Developer and the legal opinion furnished, the plan sanctions, specifications of the Project and the Disclosures. The Purchaser/s, after taking legal advice and after being satisfied with the title and having understood the plan sanctions, specifications of the Project and, the rights of the Sellers/Developer and the Disclosures made by the Sellers/Developer, has entered into this Agreement.
- d) The Purchaser/s is/are entering into this Agreement with full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Purchaser/s hereby undertake/s that he/she/they shall comply with and carry out, from time to time after he/she/they has/have taken over for occupation and use the said Unit, all the requirements, requisitions, demands and repairs which are required by any Competent Authority in respect of the Unit at his/her/their own cost. The Purchaser/s shall obtain prior permission in writing from the Sellers/Developer to visit the Schedule 'A' Property at the time of construction and follow all the safety standards and procedures required under law.
- e) The Purchaser/s is/are made aware of the Disclosures of the Sellers/Developer pertaining to the development of the Project and has/have consented to the same without having any objections.
- f) The Purchaser/s understand/s that Statements and presentations by Sellers/Developer regarding the development are made merely to provide honest perspective of its product and any reference/allusion to other neighbourhood developments, projects or facilities, ought not to be construed as binding legal promises or representations.

- g) The Purchaser/s has/have read and understood all the terms and conditions set out in this Agreement, understood the mutual rights and obligations and agree that some of the conditions set out in this Agreement, are necessary for the purpose of maintaining the quality, prestige and exclusivity of the Project and it is because of this reason that the Purchaser/s have approached the Sellers and Developer for acquiring the Said Unit. The Purchaser/s also confirm that the Purchaser/s has/have chosen to invest in the said Unit after exploring all other options of similar properties in the vast and competitive market and the Purchaser/s confirm/s that the said Unit to be suitable for the Purchaser/s and therefore have voluntarily approached the Sellers and Developer for allotment of the said Unit.
- h) The purchaser/s has/have reviewed the marketing collaterals of the project and understand that they may merely represent artistic views/impressions and the final product shall be based on the specifications and details set out in this agreement.
- i) The Purchaser/s agree/s not to do or omit to do or cause to be done by any party known to him/her/them any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Project or the Sellers and/or Developer or its representatives. In the event Purchaser/s does or omits to do any such act, deed or thing which affect or prejudice or defame the Project or the Sellers and/or Developer or its representatives, then the Developer shall, without prejudice to any other rights or remedies available in Law, have option to terminate this Agreement as breach on the part of the Purchaser/s by sending a notice of termination.

22. RIGHTS OF THE PURCHASER/S:

The Purchaser/s shall have the rights as mentioned below on purchase of Unit:

- a) Exclusive ownership of the Unit.
- b) Exclusive right to use and enjoy the car parking area provided below the ground floor of the Unit in the common Basement Floor.
- c) Undivided proportionate share in the Common Areas. Since the share/ interest of Purchaser/s in the Common Areas is undivided and cannot be divided or separated, the Purchaser/s shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Purchaser/s to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable.
- d) Free and uninterrupted passage of water, gas, electricity, sewerage etc. from and to the Schedule `A' Property through the pipes, wires, sewer lines, drain and water courses, cables which are or may at any time

hereafter be, in under or passing through the Schedule 'A' Property or any part thereof;

- e) The right of entry and passage for the Purchaser/s and agents or workmen of the Purchaser/s to other parts of the Project at all reasonable times after notice to enter into and upon other parts of the Project for the purpose of repairs or maintenance of the Schedule 'C' Property or for repairing, cleaning, maintaining or renewing the water tanks, sewer, drains and water courses, cables, pipes and wires causing as little disturbance as possible to the other owners and making good any damage caused.

23. OBLIGATIONS OF THE PURCHASER/S:

- 23.1. As per the layout plan of '**NVT OIKOS**', each Unit is attached with a private garden area at ground level. The Purchaser/s shall be entitled to exclusively occupy and enjoy the private garden area attached to Schedule 'C' Unit and shall not be entitled to put-up any constructions. The Purchaser/s herein recognizes and agrees that similarly the buyers of the other Units in '**NVT OIKOS**' will also have the right to enjoy exclusively the private garden attached to it at ground level. The private gardens attached to each Unit vary from each other and the Purchaser/s shall not object to such title, rights, exclusive use and enjoyment by the Owners of Unit in the Project. The landscaping of the garden area attached to the Schedule 'C' Property shall be the responsibility of the Purchaser/s. The ownership in the Schedule 'A' Property is restricted with this right of each of the Purchaser/s and none of the Purchaser/s shall be entitled to object to the entire scheme of development. The Purchaser/s shall not encroach upon the garden areas of the other buyers and the Purchaser/s shall maintain the garden area attached to Unit at his/her/their own cost and expense and at all times in a presentable manner.
- 23.2. The landscape, parks and open spaces provided in '**NVT OIKOS**' will be in accordance with the designs formulated by the Developer and other than them none else has the power or authority to alter/modify the same. None of the Purchasers in Schedule 'A' Property shall meddle with the aforesaid space/s and/or its designs and same shall not be disfigured or misused any time.
- 23.3. The maintenance of the private garden attached to the Schedule 'C' Property located in Schedule 'B' Property, does not form a part of the common maintenance of the project and needs to be maintained by the Purchaser/s from

the date of completion of the project or after the expiry of fifteen days notice to the Purchaser/s as to the completion towards possession of the Schedule 'C'

Unit, whichever is earlier. In case of non-maintenance of the private garden area attached to the Schedule 'C' Property, the maintenance company/Developer/Association reserves the right to maintain such private garden area attached to the Schedule 'C' Property and in such a case, the additional charges towards the upkeep of the same as fixed by the Developer/Maintenance Company/Association from time to time shall be payable by the Purchaser/s.

24. RIGHT TO ENTER THE UNIT FOR REPAIRS:

The Sellers/Developer/Maintenance Agency/Association of Owners shall have rights of unrestricted access of all Common Areas, garden area, basement parking and parking spaces for providing necessary maintenance services and the Purchaser/s agree/s to permit the Association of Owners and/or Maintenance Agency to enter into the Unit 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.

25. INFRASTRUCTURE FOR COMMON USE & ENJOYMENT:

25.1. The Developer as part of the development scheme in Schedule 'A' Property will be providing the same with Infrastructure detailed in Schedule 'E' attached hereto. The Purchaser/s shall be entitled to enjoy in common with other owners/occupants of '**NVT OIKOS**', the said infrastructure without damaging the same.

25.2. That some of the items in Infrastructure detailed in Schedule 'E' herein are for the common use, benefit and enjoyment of the Owners/Occupants of the development in '**NVT OIKOS**' including to the Developer. The Purchaser/s agree/s to enjoy the same in common with the other Owners/Residents/Occupants of the development without damaging or obstructing use and enjoyment of the same by the aforesaid persons. At no point of time either of the Owners/Residents/Occupants of the development is/are entitled/empowered to bifurcate such Infrastructure, or do any act, deed or thing which

would result in preventing any of the Owners/Residents/Occupants of the development in enjoying the same and it is essence of this Agreement. In

addition some of the items in Infrastructure in Schedule 'E' herein will pass through below Schedule 'C' Property and the Purchaser/s shall not meddle/interfere with the same and on the other hand co-operate with the Developer /Maintenance Company in maintenance of the same.

26. POWER, BACK UP POWER, WATER SUPPLY AND SEWERAGE:

- 26.1. The Purchaser/s in addition to the consideration of sale and cost of construction as per Annexures 1 and 2 shall pay the agreed sum per Sq. Ft., of saleable built up area of Schedule 'C' Unit and applicable taxes towards charges for providing infrastructure of permanent electricity to the Schedule 'C' Unit and for creating water supply and sewerage disposal system and infrastructure. This amount is shown in Annexure-3 and payable by the Purchaser/s to the Developer at the time of sale or from the date of expiry of fifteen days' notice sent to Purchaser/s to receive possession of the Schedule 'B' and Schedule 'C' Properties, whichever is earlier.
- 26.2. The Schedule 'C' Unit will be provided with electricity supply of not more than (10 KVA) power or as per load calculation by the MEP consultant of the Project, which may be provided by government agencies like Bengaluru Electricity Supply Company Ltd. (BESCOM) or by Karnataka Power Transmission Company Ltd., (KPTCL) or by private electricity companies. The Purchaser/s shall pay all deposits and other charges as stipulated by them. The Purchaser/s agrees/s to pay the consumption charges as per meter reading and further comply with the rules and regulations imposed by the authorities in respect thereto. The Purchaser/s shall be liable for all deposits towards obtaining the power supply and other deposits made by the Developer to the Agency for power supply, such amount shall be liable to pay by the Purchaser/s to the Developer. In case of any additional amount demanded by the Agency, the Purchaser/s shall be liable to pay for the same.

- 26.3. It is being confirmed that the charges in Annexure 3 is for the development of infrastructure and does not include the deposit, which has to paid by the Purchaser.
- 26.4. The Developer agrees to provide not more than 5 Kilowatts back-up power from the captive power source. The Purchaser/s is required to pay as per Annexure 1 and 2 and applicable taxes to the Developer towards for providing the infrastructure of such facility at the time of sale or from the date of expiry of fifteen days' notice sent to Purchase/s to receive possession of the Schedule 'B' and Schedule 'C' Properties, whichever is earlier. The Purchaser/s agree/s to pay the consumption charges, including GST, to the Developer/Maintenance Company/Service Provider as per the meter reading. The tariff and charges for such back up power will be as fixed by the Developer/Maintenance Company/Service Provider from time to time.
- 26.5. The Developer/Maintenance Company/Service Provider are not responsible for the quality of power supply either from BESCOM or from Private companies or from the captive power source and/or for consequences arising there from including in case of any damage to the gadgets/equipment's in the Schedule 'C' Unit and Schedule 'B' Property.
- 26.6. It is being confirmed that the charges for water in Annexure 3 is for the development of infrastructure and does not include the deposit which has to be paid by the Purchaser.
- 26.7. The Schedule 'C' Property will be provided with water supply. The source for the water to the development in Schedule 'A' Property may be from Government Agencies/ the Local Authority or Borewell. The Purchaser/s agree/s to pay all deposits and other charges as stipulated by the above Government Agencies. In the absence of water supply from the Government Agencies and/or in addition to the supply from the Government Agencies water supply may also be made from the bore-well/s in Schedule 'A' Property subject to availability of water and/or by purchase from outside source/s in the event of short supply without assuring for the quality of the water supply and the Purchaser/s agree/s to pay the charges for consumption depending on the nature/mode and extent of water supply.

26.8. The Purchaser/s agrees to pay the consumption charges to the Developer /Maintenance Company / Service Provider / Association. The tariff and charges for such water supplies will be as fixed by the Developer/Maintenance Company/Service Provider as aforesaid from time to time.

27. FACILITIES AND CLUB HOUSE/RECREATION CENTRE /RECREATION CENTER: (CHECK)

27.1. The Developer is developing as part of '**NVT OIKOS**' a Club House/Recreation Centre, by constructing building in a portion of the Schedule 'A' Property. All the Owners/Occupants of Units of '**NVT OIKOS**' shall be entitled to make use of Club House/Recreation Centre on availability basis and by paying user/subscription charges as may prescribed by the Developer or the Agency appointed for the maintenance of the common areas and facilities '**NVT OIKOS**' or the Agency operating the Club, from time to time.

27.2. The Developer will be providing Facilities detailed in Schedule 'F' herein and Additional Facilities if provided, for usage by the owners/occupants of '**NVT OIKOS**' and the Purchaser/s shall be liable to adhere to the rules and regulations including the payment of the usage charges as decided by the Developer from time to time. The Developer may themselves run each of the Facilities and/or Additional Facilities and shall also be entitled to engage /assign /appoint any person/s or an independent outside agency/ies to manage and operate all or any of them and provide necessary services to the Owners/Occupants of Units in '**NVT OIKOS**' and others referred to above.

27.3. None of the Owners/Occupants of '**NVT OIKOS**' including the Purchaser/s shall have any right, title, interest or ownership, therein and shall have no right to interfere with the possession of the Developer to the same. The Developer reserve the discretion and liberty to allow or permit the usage of the same by the owners/occupants of the development in '**NVT OIKOS**' including to the Purchaser/s on such terms and conditions and on payment of such sums as may be prescribed. The Developer/Association shall be entitled to:

- a) Admit the owners/tenants in possession of Units as members.

- b) Fix the Subscriptions, rates and charges for use of its Club House/Recreation Centre , Facilities and Additional Facilities, and to revise the aforesaid from time to time.
 - c) Frame the rules and regulations regarding usage of the facilities at the Club House/Recreation Centre .
- 27.4. The Developer shall have full ownership including the power to alienate with respect to the Club House/Recreation Centre / sports facilities/ swimming pool and other facilities to be built. The Developer shall have perpetual right of ingress and egress to the Club House/Recreation Centre and Facilities and Additional Facilities, by using the roads and other facilities in the Schedule 'A' Property by themselves and by their agents, servants, members, invitees, guests, visitors authorized/ permitted by them etc.
- 27.5. The Purchaser/s as long as he/she/they remain occupant of the Unit in '**NVT OIKOS**' shall be entitled to use the Club House/Recreation Centre , Facilities and Additional Facilities, subject to (i) strict observance of the rules framed by the Developer, their agents/assigns, from time to time; (ii) the payment of the subscriptions as may be fixed from time to time by the Developer and/or their agents/assigns; (iii) the payment of charges for usage as may be fixed from time to time by the Developer and their agents/assigns.
- 27.6. The Owners/Occupants of Units in '**NVT OIKOS**' are not required to pay any recurring membership fee of to get admitted to this Club House/Recreation Centre , required to pay one time membership fee as specified in other charges. They are entitled to make use of the Club House/Recreation Centre and the amenities and facilities provided therein subject to payment of usage and maintenance charges as determined by the Developer/the agency operating the Club House/Recreation Centre /Recreation Center.
- 27.7. The Owners/Occupants of the Units in '**NVT OIKOS**' shall follow the rules and regulations that may be prescribed for the purposes of operating, maintaining and running this Club House/Recreation Centre , Facilities and Additional Facilities by the Developer/Agency operating the Club/Owners Association.

- 27.8. The common areas does not include the area allotted to the Purchaser/s all of Club House/Recreation Centre and the Car Park area (Excluding the Visitor Car Parks)
- 27.9. It is clarified that non completion or non- operation of Club House/Recreation Centre or any of the above Facilities shall not be deemed as delay in handing over the possession of the Schedule 'C' Unit and the Purchaser/s shall take possession of the Schedule 'C' Unit even if Club House/Recreation Centre and above Facilities are not complete or non -operational.
- 27.10. The Club House/Recreation Centre and Facilities are available for the benefit of the Owners/Occupants of the Units in '**NVT OIKOS**' and in the event of transfer of ownership of the Unit, the transferee of the Unit will be entitled to the benefits of the Club House/Recreation Centre and Facilities and the transferor shall cease to be the member of the Club House/Recreation Centre and Facilities.
- 27.11. The Purchaser/s in the event of leasing the Schedule 'C' Unit shall keep informed the Agency maintaining the areas in common about the tenancy of the said Unit and giving all the details of the tenants and occupants. Upon leasing, only the tenant/lessee of the Unit, shall be entitled to make use of the Club House/Recreation Centre and Facilities and the Purchaser/s shall not be entitled to make use of the Club House/Recreation Centre and Facilities. Notwithstanding the leasing, the primary responsibility to adhere to all the rights and obligations of the Purchaser/s contained herein shall be that of the Purchaser/s and it shall be theresponsibility of the Purchaser/s to ensure that the tenant/lessee follows all the rules and regulations that may be prescribed for the occupants in the Development.

28. MAINTENANCE OF INFRASTRUCTURE:

- 28.1. The Developer will undertake the common area maintenance in the development in Schedule 'A' Property for a period of one year from the date of completion of development. The Purchaser/s from the date the Schedule 'C' Unit is handed over or completion of development whichever is earlier, deemed to have been handed over shall be liable to proportionately share and pay for the common maintenance expenses incurred by the Developer or the

Agency appointed by the Developer for maintenance of all the common areas and facilities in '**NVT OIKOS**'.

- 28.2. The Purchaser/s shall pay to the Developer, the agreed sum per Sq. Ft. of saleable area of the Schedule 'C' Unit and applicable taxes thereon per month as advance maintenance charges for the first year commencing from the date of execution of the Sale Deed or from the date of expiry of fifteen days notice sent to Purchaser/s to receive possession of the Schedule 'B' and 'C' Properties or date of completion of development, whichever is earlier, for upkeep and maintenance of the Infrastructure in Schedule 'E' herein. Any delay/default will result in withholding of services, and restoration shall be on discharge of dues with interest. The scope of maintenance is restricted to Infrastructure in Schedule 'E' herein. The aforesaid sum excludes the charges for consumption of water and electricity and Purchaser/s shall pay water and electricity consumption charges as per the meter reading to the Developer/Service Provider since it is not included in the Maintenance Charges. After the lapse of twelve months stipulated above or upon formation and handing over of the common areas to the Association whichever is earlier, the Purchaser/s shall pay the common maintenance charges and consumption charges of water and DG to the Developer/Maintenance Agency/Owners Association in charge of the common area maintenance in proportion to the Built up area.
- 28.3. The Power and Authority to manage the development in '**NVT OIKOS**' shall be subject to the overall authority and control of the Developer on all matters concerning the management of the development and of the construction of buildings and completion thereof and the Infrastructure therein. The Purchaser/s shall observe and perform all the Rules and Regulations formulated by the Developer/Management Company/Owners Association from time to time and shall pay and contribute regularly and punctually maintenance charges, taxes and other expenses including outgoings in accordance with the terms of this Agreement on demand.
- 28.4. The Developer/Maintenance Company are entitled to withdraw from the undertaking the up-keep and maintenance of the development in Schedule 'A' Property and the infrastructure, amenities and facilities provided therein by

giving three months advance notice in writing to the individual occupants of Units in Schedule 'A' Property or to the Association to be formed by two third majority of the Owners of the Units in Schedule 'A' Property and in which case the individual owners or the association so formed as the case may be shall undertake the responsibility of up-keep and maintenance of infrastructure, amenities and facilities in the Schedule 'A' Property.

- 28.5. The Purchaser/s shall on purchase of Schedule 'B' Property permit the Developer and/or Maintenance Company/Owners Association, their agents with or without workmen at all reasonable times to enter into and upon the Schedules 'B' and 'C' Properties or any part thereof for the purpose of repairing and maintaining, rebuilding, cleaning and keeping in order and condition some of the items in Infrastructure of Schedule 'E' Property passing through Schedule 'B' and Schedule 'C' Property and also all services, drains, cables, water covers, gutters, structures or other conveniences belonging to or serving or used for the said properties and also for the purpose of laying, maintaining, repairing and testing drainage, water pipes and electric wires and for similar purposes and also for the purpose of cutting off the supply of water and electricity etc., or other areas as the case may be who have defaulted in paying the share of water, electricity and other charges and maintenance charges and also for non-compliance of the terms of Agreement to Sell and the Sale Deed to be entered into with the Sellers/Developer and also for restoration of the same on payment of the dues with interest and other sums.
- 28.6. The Purchaser/s shall pay the Developer, a further agreed sum in Annexure-3, per Sq. Ft. of saleable area, of the Schedule 'C' Unit as Sinking Fund (Corpus Deposit) and applicable taxes for major expenditure for up-keep of items mentioned in Schedule 'E' as Items under Long Term Maintenance relating to the Sinking Fund in the Infrastructure and the said sum will be under the management and control of the Developer/Maintenance Company aforesaid and their decision in respect of the utilization of the said sum will be final until the formation of the Owners Association, and subsequently the Corpus Deposit shall be transferred to the Owners Association without interest. Any shortfall in funds for the aforesaid purposes shall be made good by the Purchaser/s proportionately.

- 28.7. That on and from the expiry of one year from the date of Occupancy Certificate or from the date of handing over the Common Areas and the Common Amenities and Facilities of the Project to the Owners Association, whichever is earlier, the maintenance of the Project shall be the responsibility of the Owners Association. The Sellers/Developer shall not be responsible, accountable or liable in any manner whatsoever to any person including the Purchaser/s, the Association for any consequence or liability on account of failure, negligence, act or omission, obstruction, alteration, modification, restraint or improper use by any or all the Owners, service providers or their agents with regards to the supporting equipments, pollution control and other general safety equipment, related facilities and services or failure to maintain and keep in currency all the annual maintenance contracts, certificates, licenses, permits, permissions, insurances of all other plant and machinery, including Generators, Pumps and all other equipments and infrastructure in Schedule 'A' Property. The Purchaser/s along with the Owners Association shall ensure that periodical inspections of all such equipment and facilities are made by them so as to ensure proper functioning of all such equipment.

29. OWNERS ASSOCIATION:

- 29.1. The Purchaser/s hereby agree/s and undertake/s to become a member/s of the Owners' Association as and when formed by the Developer and/or by the majority of the purchasers of all the Units and sign and execute all applications for Membership and other papers, bye-laws and documents as may necessary to form the Association and/or run the said Association. The Purchaser/s shall observe and comply all the bye-laws and all the rules and regulations of the said Owners' Association and proportionately share the expenses for running the Association and its activities referred to herein.
- 29.2. It is specifically made clear that the said Owners' Association on its formation is not only for the purpose of attending to the social activities of its members consisting of the owners/occupants of the development in '**NVT OIKOS**' but also for the management, administration and control of the Infrastructure and for collecting common expenses/Maintenance charges for up-keep and maintenance of Infrastructure and all other amenities, facilities etc.

30. USAGE:

- 30.1. Upon handing over, the Purchaser/s covenant/s to use the Schedule 'C' Unit for residential purposes and for no other purpose.
- 30.2. Upon handing over, the Purchaser/s shall not make any structural alterations to the Schedule 'C' Unit and/or effect any change to the plan or elevation and shall not enclose the open terrace/balcony, if any attached to the Unit. In case of any change, the defect liability period shall cease to exist. The Purchaser/s while carrying on the interior decoration work within the Schedule 'C' Unit shall not cause any nuisance/ annoyance to the occupants of the other Units in the building and shall not use the common areas, driveways, open spaces in the Schedule 'A' Property for dumping materials/debris etc. The Purchaser/s shall strictly observe the rules, regulations, restrictions that may be generally/ specifically imposed/prescribed by the Developer or the agency appointed for the maintenance of all common areas and facilities in '**NVT OIKOS**' for carrying on the interior decoration work within the Schedule 'C' Unit. Any changes or

modifications to the structure or appearance of the exterior of the Schedule 'C' Unit, require prior permission from the Developer/Agency undertaking the common maintenance in '**NVT OIKOS**'. The Purchaser/s shall submit a plan in writing with drawings or pictures indicating the location of proposed changes to the Developer/Agency undertaking the common maintenance in '**NVT OIKOS**' and secure their written consent as aforesaid before undertaking any changes in the Schedule 'C' Unit including approval from the concerned authority.

- 30.3. The parking space specifically provided in the Schedule 'C' Unit is for exclusive use and enjoyment and the Purchaser/s shall not have the right to put up any construction in the parking space or enclose the same or use/convert it for any purpose other than as parking space.
- 30.4. The Purchaser/s further covenant/s to use and enjoy all the common areas and amenities such as, driveways, parks and open spaces, common electrical lines and lighting, water lines, sewers, drains, pipes, internal roads, pavements etc., in '**NVT OIKOS**' in common with other owners and other persons. The Purchaser/s shall not place objects/ things/ articles which hinders free use of any common amenities.
- 30.5. The Purchaser/s further covenant/s and agree/s that except for absolute title to the Schedule 'C' Unit, the Purchaser/s shall enjoy to use all common facilities, now in or upon or hereafter to be erected and installed in the Schedule 'A' Property and to permit freely to run and pass water and soil through and along with same or any of them. The expenses incurred by the Developer or the Owners' Association on the maintenance of all these common facilities, services and areas shall be treated as common area maintenance expenses and shall be shared by all the owners proportionately.
- 30.6. The Purchaser/s shall not obstruct or hinder, for any reason whatsoever, the progress of the construction of the proposed Units or any part thereof in '**NVT OIKOS**'.

- 30.7. The Purchaser/s agrees to own the Schedule 'B' Property and also be entitled to all those rights detailed in the Schedule 'G' hereunder and the Purchaser/s shall also be liable to comply and adhere to all those restrictions and obligations detailed in the Schedule 'H' hereunder. The rights and obligations detailed in Schedule 'G' and 'H' hereunder are common to all the Purchasers/Owners of the Schedule 'A' Property and the Units in '**NVT OIKOS**'. The Developer however shall be entitled to confer additional benefits and rights to specific Purchasers at their discretion.

31. LIMITED RIGHT OF PURCHASER/S:

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

32. DEVELOPER RIGHT TO DEVELOP:

It is further agreed and confirmed by the Purchaser/s, that the Developer shall be free to develop neighboring and nearby properties and entitled to integrate the development of the adjoining properties with Schedule 'A' Property and Owners/Occupants of such development can use and enjoy all or any of the roads, pathways, passages and common facilities including Club House/Recreation Centre /recreation center, amenities etc., in Schedule 'A' Property. The association for maintenance of development and other activities in the Schedule 'A' Property and other adjacent property/ies shall be by a single Owners' Association as determined by the Developer.

33. NOT TO ALTER NAME:

The Purchaser/s shall not alter or subscribe to the alteration of the name of '**NVT OIKOS**' or to the names of any of the pathways, areas or building in Schedule 'A' Property.

34. INSPECTION:

The Sellers/Developer agree to permit the Purchaser/s subject to compliance of safety norms, to have access on day time fixed by the Project In charge to the works in the Schedule `C` Property while under construction and to inspect the same on notice to the Developer. But the Purchaser/s shall not have the right to obstruct or interfere or hinder the progress in development and/or construction on any ground and at any time.

35. DEFECT LIABILITY PERIOD:

- 35.1. The Defect liability period shall be for a period of 5(five) year from the date of handing over the possession of the Schedule `C` Unit or from the date of notifying to the Purchasers for possession of the Schedule `C` Unit by the Sellers/Developer, whichever is earlier to cover rectification of structural defects, owing to the negligence/omission of the Sellers/Developer. The Defect liability period shall be for a period of 6 (Six) months from the date of handing over the possession of the Schedule `C` Unit or from the date of notifying to the Purchaser/s as to the completion of the Construction, defect in electrical fitting defect in sewerage point within the said Unit, plumbing material/water proofing that arise, owing to the negligence/omission of the Sellers/Developer. It is however agreed by the Purchaser/s that from the date of handing over of the possession of the Unit and till completion of the Defect Liability Period, the Purchaser/s shall maintain the said Unit and services therein in the same state and condition in which it will be handed over to the Purchaser/s. Further, the Purchaser/s shall, not during such period change/ amend/ modify or carry out any repairs in the said Unit or meddle with electrical, water and sanitary layouts, in any manner whatsoever. All defects that are caused due to normal wear and tear, abuse and improper usage / negligence / omission / act / commission on the part of the Purchaser/s/others, is excluded from this clause and for which the Sellers/Developer are neither liable nor responsible. Subject to the terms as stated in this clause the Sellers/Developer shall endeavour to rectify the defect within a period of 30 days of such defect being notified in writing to the Sellers/Developer.

- 35.2. The Sellers/Developer shall not be responsible for issues such as difference in shades of tiles, Tolerances as per IS and building codes, Air Pockets beneath tiles, Separation cracks/gaps between non homogeneous building components, slopes considered for water drainage, reduction in carpet area due to plaster thickness and skirting. Minor tile chipping, marble cracks, and surface undulations, places where welding is done, shall not be considered as defects. Defects arising from natural wear and tear/forced/intentional/accidental damages do not come under the scope of maintenance under defect liability. Any defects or damages caused to glass, ceramic, vitrified, porcelain materials shall not come under the defect liability after accepting possession of the Unit.
- 35.3. The Sellers/Developer shall not be responsible for routine/non-structural cracks resulting from differential co-efficient of thermal expansion, non-monolithic joints, seasoning effects, sweating of walls, etc. and such other defects caused due to normal wear and tear, abuse and improper usage.

36. FIRST CHARGE:

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

37. RIGHT TO REBUILD:

In the event of destruction of Units in Schedule 'A' Property or any portions thereof, irrespective of whether such destruction is due to natural calamities, rioting, fire, inundation of water or natural deterioration due to aging or for any reason of whatsoever nature, the respective owners of unit/s in Schedule 'A' Property shall have the right to rebuild his/her/their respective Unit in the same design and perspective and at the same place as is now situated, subject to taking required approvals and sanctions from the concerned authorities.

38. ASSIGNMENT:

The Purchaser/s shall not assign/transfer his/her/their interest under this Agreement without the prior written consent of the Developer. It is explicitly made clear that the Developer are not obligated to give their consent for any assignment by the Purchaser/s as this Agreement is exclusive in nature. It is also agreed by the Purchaser/s that the first priority for the Assignment shall be given to the Sellers/Developer without any demur and the right of first refusal shall vest with the Developer. In the event the Developer give its consent for such assignment they shall be entitled to charge 5% of the total consideration stipulated herein as their administrative charges/transfer fee added with applicable taxes on the same for giving such consent. It is also made clear that the Purchaser/s will not be able to assign his/her/their rights in portion i.e., the Purchaser/s will have to either assign all rights under this Agreement or otherwise shall not be entitled to assign rights.

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

The Developer have assured the Purchaser/s that the Project in its entirety will be subjected to the provisions of the Karnataka Apartment Ownership Act, 1972 (Karnataka Act of 1973) and Karnataka Ownership Flats (Regulation of the Promotion of the Construction, Sale, Management and Transfer) Act, 1972 or any other applicable acts/laws and the Purchase/s agree/s to comply with allowing the Unit to be declared for the act.

40. DUTIES AND TAXES:

The Purchaser/s agree to bear and pay GST and all other applicable taxes and levies if any imposed/levied/demanded by Government, or any other authority from time to time on sale price, construction cost, infrastructure cost, usage charges, maintenance charges, deposits or any other amounts payable by the purchaser/s. Further also Purchaser/s agree to bear and pay GST and all other

applicable taxes and levies if any imposed/levied/demanded by Government, or any other authority from time to time which are computed on any other basis for the services or goods or facilities or conveniences supplied/provided to Purchaser/s.

41. EVENTS OF DEFAULT AND CONSEQUENCES:

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

- a) Sellers'/Developer fail to complete the Project and/or secure Occupancy Certificate/Completion Certificate as applicable for the Project from relevant authorities within the time stipulated, as in RERA.
- b) Sellers'/Developer fail to deliver possession of the Unit to the Purchaser/s within the time period specified.
- c) Discontinuance of the Sellers'/Developer business as a Sellers/Developer on account of suspension or revocation of its registration under the provisions of the Act or the Rules or regulations made there under.

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

- a) Stop making further payments to Sellers/Developer as demanded by the Sellers/Developer. If the Purchaser/s stop/s making payments, the Sellers/Developer shall correct the situation by completing the construction milestones and only thereafter the Purchaser/s be required to make the next payment without any penal interest; or
- b) The Purchaser/s shall have the option of terminating the Agreement in which case the Sellers/Developer shall be liable to refund the entire money paid by the Purchaser/s towards the purchase of the Unit, along with interest at State Bank of India highest marginal cost of lending rate plus 2 per cent within sixty days of receiving the termination notice or selling the Unit to the prospective buyer, whichever is later.
- c) Provided that where the Purchaser/s do not intend to withdraw from the project or terminate the Agreement, shall be paid, by the Sellers/Developer, prevailing interest rate of State Bank of India highest marginal cost of lending rate plus two per cent till the handing over of the possession of the Unit.

41.3. The Purchaser/s shall be considered under a condition of Default, on the occurrence of the following events and the Sellers/Developer are entitled to terminate this Agreement and refund the amount paid by the Purchaser/s by deducting the booking/advance amount of 10% and the interest and other liabilities as aforesaid:

- a) In case the Purchaser/s fail/s to make payments in spite of demands made by the Sellers/Developer as per the Payment Plan annexed hereto in Annexures-1 to 3, the Purchaser/s agree to pay interest to the Sellers/Developer on the unpaid amount at the prevailing State Bank of India highest marginal cost of lending rate plus two percent and default by Purchaser/s beyond two months after notice from the Sellers/Developer in this regard;
- b) In case of default by the Purchaser/s in compliance of the clauses stipulated relating to delivery of Unit;
- c) In the event of breach by the Purchaser/s of any of the terms of the agreement and the same not being cured within a period of 30 days notice to that effect;

41.4. In the event of delay/default by the Purchaser/s to pay the balance sale consideration, the Sellers shall be entitled to terminate this Agreement by issuing a notice calling upon the Purchaser/s to pay the arrears due with interest within Thirty (30) days from the date of issue of such notice and if the Purchaser/s fail/s to pay the arrears, this Agreement shall be deemed to have been terminated. In such an event, the Purchaser/s shall execute and register Deed of Cancellation if required. Also the Purchaser/s hereby authorise/s the Sellers to cancel the Agreement of Sale on his/her/their behalf by executing and registering such Cancellation Agreement and to that extent the agency is created in favour of the Sellers by the Purchaser/s in this Agreement to Sell and refunding the money after all applicable deductions (statutory and brokerage charges, booking amount etc.) and return the balance amount within Sixty (60) days or on selling the Unit to the prospective buyer, whichever is later. The Purchaser/s herein for the purpose of termination of this Agreement to Sell and execution of the Cancellation Deed in terms of clauses above, confer upon the Sellers/Developer the following powers and for the said purpose hereby appoint the Sellers/Developer as their Power of Attorney and Sellers/Developer are entitled to exercise the following powers:

- a) To cancel this Agreement to Sell and/or sign and execute a Deed of Cancellation of this Agreement to Sell on breach of Clause above;
- b) To present the Deed of Cancellation before the jurisdictional Sub-Registrar and admit execution of the same and get the deed registered in the manner required under law and to secure return of the same on registration;
- c) To do all other acts, deeds and things necessary for achieving the objects in the aforesaid two clauses and all such acts stands ratified and confirmed by Purchaser/s as and when performed by Sellers/Developer without any further deed or writing in respect thereto.

41.5. In case of delay/default by the Purchaser/s, the Developer at its discretion and on request by the Purchaser/s can revoke the cancellation of agreement, if Purchaser/s agree/s to pay an interest at the rate of 12% per annum or interest rate charged to the Developer, whichever is higher, to the Sellers/Developer on due amount/s.

41.6. The Purchaser/s shall also have the right to cancel/withdraw his/her/their allotment in the Project. Provided that where the Purchaser/s propose/s to cancel/withdraw from the project without any fault of the Sellers/Developer, the Sellers/Developer herein are entitled to forfeit 10% booking amount paid for the allotment. The balance amount of money paid by the Purchaser/s shall be returned by the Sellers/Developer to the Purchaser/s within sixty days of such cancellation after deducting all outstanding amounts, including interest on delayed payments, GST, taxes and brokerage paid if any or on selling the unit to the prospective buyer, whichever is later.

41.7. The Sellers shall compensate the Purchaser/s in case of any loss caused to him/her/them due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the Rules thereunder.

42. NOTICES:

42.1. Any notice or correspondence between the parties under this Agreement shall be addressed and sent to the address mentioned in this Agreement and such notice and correspondence is deemed to have been served on the Purchaser/s if addressed and sent by courier or by personal delivery or by Registered Post and either party may ignore any other mode of communication.

- 42.2. In case there are joint Purchaser(s) all communications shall be sent by the Developer to the Purchaser whose name appears first and at the address given by the Purchaser/s which shall for all intents and purposes be considered as properly served on all the Purchasers.

43. FORCE MAJEURE:

Notwithstanding the definition of Force Majeure in Clause-1 above, the Purchaser/s agree/s that in case the Developer are unable to deliver the said Unit to the Purchaser/s for his/her/their occupation and use due to (a) any legislation, order or rule or regulation made or issued by the Government or any other authority; or (b) if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for any reason whatsoever, or (c) if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) become subject of any suit/ writ before a competent court, or (d) due to flood, other natural disasters, war, insurrection, epidemic, Pandemic, Sars, Ebola, Swine Flu, Covid-19 (Corona Virus) and any other flu or virus outbreaks within more general terms such as "disease" or "illness" that may cause measures to address or contain an outbreak and also such other disease or illness that may be listed or covered under general terms such as "government action", "government order", "government circulars", "national emergency" or "quarantine", lock down due to the spread of any disease which may or may not require social/physical distancing and isolation measures to restrict the spread of the disease referred to above, revolution, riot, terrorist attack, governmental restrictions or so forth which are beyond the reasonable control of the Sellers, (e) non-availability of sand, cement, jelly, labour or critical items or (f) any other circumstances beyond the control of the Developer or its officials, then the Developer may cancel the allotment of the said Unit in which case the Developer shall only be obliged to provide alternative Unit as per the new construction policy.

44. SPECIFIC PERFORMANCE, DISPUTE RESOLUTION & JURISDICTION:

- 44.1. Subject to Clause below, in the event of default by the Sellers/Developer, the Purchaser/s is/are entitled to enforce specific performance of this contract. Similarly in the event of default by the Purchaser/s, the Sellers/Developer shall be entitled to enforce specific performance of this agreement or take action as per this Agreement.
- 44.2. In the event of breach of the terms of this Agreement to Sell or in the event of any differences or disputes arising between the parties in regard to this Agreement or any matter relating thereto, the same shall be resolved in the manner provided in the Act and the Rules made therein.
- 44.3. The courts at Bengaluru alone shall have jurisdiction in all matters relating to this Agreement.

45. JURISDICTION:

Any proceedings arising out of or in connection with this Agreement may be brought in any courts of competent jurisdiction in Bengaluru only, and in the English language only.

46. 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 the Agreement or any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

47. BINDING EFFECT:

Forwarding this Agreement to the Purchaser/s by the Sellers/Developer does not create a binding obligation on the part of the Sellers/Developer or the Purchaser/s until, the Purchaser/s sign/s and deliver/s this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within thirty days from the date of receipt by the Purchaser/s. If the Purchaser/s

fail/s to execute and deliver to the Sellers/Developer this Agreement within thirty days from the date of its receipt by the Purchaser/s, then the Sellers/Developer shall serve a notice to the Purchaser/s for rectifying the default, which if not rectified within thirty days from the date of its receipt by the Purchaser/s, application of the Purchaser/s shall be treated as cancelled and the Sellers/Developer are entitled to forfeit the booking amount paid by the Purchaser/s.

48. WAIVER NOT A LIMITATION TO ENFORCE:

- 48.1. The Sellers/Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Purchaser/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 Purchaser/s that exercise of discretion by the Sellers/Developer in the case of one Purchaser shall not be construed to be a precedent and /or binding on the Sellers/Developer to exercise such discretion in the case of other Purchasers in the Project.
- 48.2. Failure on the part of the Sellers/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.

49. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY:

All drawings, plans and specifications furnished to the Purchaser/s will remain the exclusive property of the Sellers/Developer.

50. 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 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.

51. COMPLETE AGREEMENT:

The parties acknowledge that this Agreement is the complete Agreement. This Agreement supersedes Letter of Offer/ Payment Plan/Brochure, any prior agreements and representations between the parties, whether written, visual or oral. Any such prior arrangements are cancelled as at this Date.

52. AMENDMENT:

No Decision or exercise of discretion/judgment/opinion/approval of any matter arising out of or contained in this Agreement will be deemed to amend this Agreement. This Agreement may be amended only by a written document executed between the parties.

53. PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER/S OR SUBSEQUENT PURCHASERS:

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

54. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Sellers/Developer through its authorized signatory at the Sellers/Developer's Office.

55. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

56. CUSTODY:

This Agreement is prepared in duplicate. The original shall be with the Purchaser/s and duplicate shall be with Sellers/Developer.

:SCHEDULE 'A' PROPERTY:

All that piece and parcel of Property measuring **02 Acres 9.4 Guntas** out of **03 Acres 35 Guntas** in **Sy.No.6/1A presently Sy.No.6/3**, situated at Pattandur Agrahara Village, Krishnarajpuram Hobli, Bengaluru East Taluk, Bengaluru District, duly converted for non-agricultural residential purposes vide Conversion Order bearing No.676551 dated 26/06/2024 issued by The Deputy Commissioner, Bengaluru Urban District, Bengaluru and presently bearing Municipal No.524/Sy.No.6/3/Municipal No.158, Pattandur Agrahara, Municipal Ward No.83 of Kadugodi, Bengaluru, in the form of 'U' shape and bounded by:

East : 'Chaithanya Rakuen' Development;
 West : Property in Sy.No.6/1B;
 North : Road;
 South : Property in Sy.No.5.

The above property is shown in the plan annexed hereto.

:SCHEDULE 'B' PROPERTY:

Undivided share of Land in the Schedule A Property,

**:SCHEDULE 'C' PROPERTY:
(Description of the Unit)**

All that Residential Unit bearing **No. ____** consisting of Ground Floor, First Floor and Second Floor built on Schedule 'B' Property in the Project known as '**NVT OIKOS**', measuring _____ **Sq. Ft.**, of Built-up Area (sellable) which is inclusive of measuring _____ Sq.Ft., of carpet area and measuring _____ Sq.Ft., of terrace/balcony/deck/yard area, with ____ car parking areas in the Basement Floor below the Unit and the Unit is bounded by:

East :
 West :
 North :
 South :

:SCHEDULE 'D':
:SPECIFICATIONS FOR UNIT:

STRUCTURE

Foundation: Reinforced Cement Concrete Footings
Super Structure: Reinforced Cement Concrete Framed Structure
Roofing: Reinforced Cement Concrete
External Walls: Solid Cement Block Masonry
Internal Walls: Solid Cement Block Masonry

PLASTERING AND PAINTING

Internal Walls: Smooth Plaster Finish with Good Quality Interior Grade Emulsion Paint
External Walls: Plaster with Good Quality Exterior Grade Emulsion Paint
Grills: Enamel Painting

FLOORING AND TILING

Foyer, Living, Dining and Staircase: Imported Marble
Bedrooms and Family Room: Wooden Laminate
Kitchen and Utility Area: Vitrified Tile with provision of Dado above platform in kitchen
Toilets: Antiskid Vitrified Ceramic Tiles with Dado up to 8 feet
Terrace, Sit-out and Balcony Area: Pressed Clay Tiles/Anti-Skid Ceramic

DOORS, WINDOWS AND FITTINGS

Main Door: Teak Wood Frame with Designer Flush Door Shutter
Other Doors: Seasoned Hardwood Frame with flush Door Shutter;
Windows: 3 track UPVC Shutters/Aluminium Windows with Clear Glass
Fittings: Stainless Steel.

SANITARY, CP AND OTHER FITTINGS

Sanitary: EWC & Washbasin
CP Fittings: Single Lever Diverter for all showers and Single Lever Mixer for all washbasins. Health Faucet and Accessories in all toilets.
Other: Provision for Solar Water Heater to supply hot water to all toilets. Provision for Exhaust Fans in all toilets. Granite Tops for the washbasin. Provision for Granite Platform with Stainless Steel Sink and Drain Board in kitchen.

ELECTRICAL

Wiring: Concealed Wiring with PVC insulated Copper Wires and Modular Switches with sufficient Power Outlets and Light Points
Power: Up to 10 KW power for all Units, Backup Power of up to 5 KW to all Units and Common Services
Service Cabling: TV and Telephone Points in living, family and all bedrooms
Safety: Earth Leakage Circuit Breaker and Individual Meters for all Units
Provisions: AC point provisions in all rooms

SAFETY FEATURES

Security: The entire estate is secured with a Compound Wall and entrances will be manned by Security

* Servant Room/Servant Toilet provisions/materials do not represent the above specifications.

** Furniture/s, movable items and others shown in the marketing brochure and plans are conceptual in nature and are not part of specifications.

*** Developer reserves the right to make amendments as per the exigency of the Project.

:SCHEDULE “E”: **(INFRASTRUCTURE)External Civil Works**

Entry cape with Security Room; Peripheral Compound Wall; Roads, Kerbs & Pathways.

Landscape Works

Children's play Area; Irrigation system for landscape water requirements; Parks; Landscape in Common Areas.

PHE Works

Storm Water Drains; Bore well, Under Ground Sump, Pump room; Water Treatment Plant; Hydro pneumatic system for Domestic Water Supply; Underground Water Supply Lines; Underground Sanitary Lines; Sewage Treatment Plan; Rain Water harvesting.

Electrical Works

Underground Electrical, Data and Communication Lines; Permanent Power supply for all Infrastructure Components from BESCOM/Service providers; Street Lights; DG power backup for all Infrastructure Components.

ITEMS UNDER LONG TERM MAINTENANCE RELATING TO THE SINKING FUND (WHEREVER APPLICABLE)

Civil Works

Replacement of Damaged pavers, Kerbs, Gratings; Compound wall maintenance/painting; Maintenance of Service buildings; Hardscape Replacement & Maintenance in Open Spaces; Guideline Painting; Replacement of Signages; Painting of Club House/Recreation Centre /Recreation Center, Play courts and Painting and replacement of equipment's and equipment's in Club House/Recreation Centre /Recreation Center; Replacement of Children Play equipment including painting when necessary; Replacement of Garbage Bin.

PHE Works

Replacement & Annual Maintenance Contract (AMC) of STP pumps & filtering media; Replacement & AMC of WTP pumps & filtering media; Hydro pneumatic system including pumps for Domestic and Irrigation Water Supply; Replacement CP & Sanitary fittings for service building; Replacement of Pumps of water bodies and pool pumps & filtering media; Replacement & AMC of bore well pumps and digging additional bore wells. **Electrical Works**

Maintenance and Replacement of DG, Panel and LT Cable, Transformer; Replacement of Electrical Panels; Replacement of Light poles and termination box; Maintenance and Replacement of CCTV and Boomgate.

Misc

Any other additional infrastructure or Insurance premium that may become necessary from time to time as proposed by Purchaser/s and which may be accepted at the discretion of the Developer.

* Developer reserves the right to make amendments as per the exigency of the Project.

:SCHEDULE 'F':
FACILITIES

CLUB HOUSE/RECREATION CENTRE /RECREATION CENTER: The Developer will provide a "Club House/Recreation Centre /Recreation Center" by constructing buildings in portion of the development in 'NVT OIKOS' consisting of the following components with item being subject to approval:- Multipurpose Hall/ Games Room; Gym, Tread Mills etc.; Badminton Court; Table Tennis; Meeting rooms.

SPORTS FACILITIES: Apart from the above other sports related components will be provided in parts of the Club House/Recreation Centre /Recreation Center or any other location in the development of 'NVT OIKOS' or within the Schedule 'A' herein, subject to approval, Basket Ball Court, Swimming Pool, Children Play Area, Tennis Court/Multi Court.

* Developer reserves the right to make amendments as per the exigency of the Project.

:SCHEDULE `G':
:RIGHTS OF THE PURCHASER/S:

The Purchaser/s on purchase of Schedule `B' Property and/or Schedule `C' Unit shall have the following rights in respect of Schedule `B' Property and the Unit to be constructed thereon:

1. The right to use the Unit only for bonafide residential purposes subject to the terms of this Agreement.
2. The right and liberty to the Purchaser/s and all persons entitled, authorized or permitted by the Purchaser/s (in common with all other persons entitled, permitted or authorized to a similar right) at all times and for all purposes, to use and enjoy all the internal driveways in **`NVT OIKOS'**.
3. The right to free and uninterrupted passage of water, electricity, sewerage, etc., from and to the Schedule `B' Property and Schedule `C' Unit 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 Schedule `B' Property or Schedule `C' Unit or any part thereof subject to bearing and sharing the applicable charges directly or proportionately for the maintenance expenses.
4. Right to use underground sewerage disposal system in the **`NVT OIKOS'** and right to draw water from common water supply system subject to bearing and sharing the applicable charges directly or proportionately for the maintenance expenses.
5. Right to put up a single Unit of same size and dimension as that of the Schedule `C' Unit in case of its destruction due to any reasons in the Schedule `B' Property subject to adhering to the same architecture and elevation and leaving open the same area as is left before destruction after taking license and plan sanctioned from the concerned authorities and local laws at the cost of the Purchaser/s and after taking the consent from the concerned Authority and Developer/ Maintenance/ Company/ Owners Association looking after the maintenance of Infrastructure in **`NVT OIKOS'**.
6. Right to use and enjoy the Infrastructure in the Schedule `A' Property in common with other Owners/Occupants of the Schedule `A' Property subject to payment of Maintenance Charges.
7. Right to use and enjoy the Facilities in Schedule `A' Property on payment of usage charges as stipulated by the Developer/Maintenance Company/Owners Association/persons running the same.

:SCHEDULE 'H':
:OBLIGATIONS ON THE PURCHASER/S:

The Purchaser/s on purchase as aforesaid shall be entitled to aforesaid rights and shall be subject to following restrictions in the manner of enjoyment of the Schedule 'B' and 'C' Properties and Purchaser/s agree/s for the same :

1. The Purchaser/s shall not undertake before/after delivery of possession of Schedule 'C' Unit any additions/deletions/modifications/ changes in position etc., of the windows, doors, overall footprints of the Unit, internal layout of the Unit, toilets and kitchen, sit outs/ balconies/ decks (covered or uncovered), lofts/ledges, staircase/ladders, architectural features (external/internal), landscaping features (picket fencing, driveways, hardscape, softscape), fabrication works (grills, balcony railings, staircase railings etc.,) and external painting, other than what is provided for in the design by the Architects and Developer. The Developer reserve the right to retain/remove/plant any trees/plants, electrical equipment, etc., in Schedule 'B' Property, which the Purchaser/s cannot question. The Purchaser/s has/have expressly given consent for variations and/or modifications as the Architect/Developer may consider necessary from time to time during the course of construction. The Architect and Developer is the final decision maker on these aspects and the Purchaser/s shall not interfere or question the design, costs, construction processes etc., implemented by the Developer.
2. As per the layout plan each Unit is attached with a private garden area . The Purchaser/s shall be entitled to exclusively occupy and enjoy the private garden area attached to Schedule 'C' Unit and shall not be entitled to put-up any constructions. The Purchaser/s herein recognizes and agrees that similarly the Purchasers of the other Units in the Project will also have the right to enjoy exclusively the private garden attached to it. The ownership in the Schedule 'A' Property is restricted with this right of each of the Purchaser/s and none of the Purchaser/s shall be entitled to object to the entire scheme of development. The Purchaser/s shall not encroach upon the garden areas of the other Purchasers and the Purchaser/s shall maintain the garden area attached to Unit at his/her/their own cost and expense and at all times in a presentable manner.
3. The Purchaser/s shall not obstruct and/or interfere in the development/construction processes of the entire project cycle. On inspection during the progress of works of the Unit, the Purchaser/s if required may discuss matters relating to the construction with the designated person/s of the Developer. For any reasons what so ever the Purchaser/s shall not instruct the site staff to stop/modify/ continue any works.
4. The Purchaser/s accept/s that the Developer will be putting all necessary efforts to provide right choice of finishing material in certain items of works like flooring, toilets, kitchen/utility, internal painting and electrical points as per Schedule 'D' specifications annexed hereto or equivalent thereto subject to availability.

5. All interior related works by the Purchaser/s can be taken up only after handing over possession of the Unit in Schedule 'C' Property to the Purchaser/s by the Developer. The Purchaser/s shall carry out interior works only during the day time between 9 A.M. and 6 P.M. The Developer do not owe any responsibility for any breakages; damages caused to any of the finishing works or to the structure already handed over to the Purchaser/s. The Developer is not answerable to any thefts during the course of the interior works. The Developer shall specify until which point the Purchaser or his agents can bring the vehicles for loading and unloading.
6. The Purchaser/s shall not question the location/installation or setting up of Transformer/s, STP, SUMPS & Tanks and other equipment/s for supply of electricity, water and sanitary and Garbage Bin/s in '**NVT OIKOS**' including for Schedule 'C' Unit.
7. The Purchaser/s shall be entitled to make use of the Infrastructure in '**NVT OIKOS**' in common with other Owners of '**NVT OIKOS**' and not to cause any obstruction for the free passage and movement therein. The Purchaser/s shall not cause any obstruction for free movement of men, materials and vehicles in the internal roads, by placing any materials/vehicles/articles or otherwise.
8. The Purchaser/s shall not put up additional/any construction to the Schedule 'C' Unit after the same is constructed and handed over by the Developer nor shall the Purchaser/s be entitled to alter the elevation and/or external colour scheme of the Schedule 'C' Unit. Any changes or modifications to the structure or appearance of the exterior of the Units, require prior written permission from the Developer/Maintenance Company/Owners Association undertaking the common maintenance in '**NVT OIKOS**'. The Purchaser/s shall submit a plan in writing with drawings or pictures indicating the location of proposed changes to the Developer/Maintenance Company/Owners Association undertaking the common maintenance in '**NVT OIKOS**' before undertaking any changes in the Schedule 'C' Unit. The Developer/Maintenance Company/Owners Association at its sole discretion may or may not permit or undertake such changes. The Developer/Maintenance Company/Owners Association shall be entitled to remove unauthorized constructions in the Schedule 'B'/'C' Properties. The construction of Unit shall not be more than the height that is built and approved by the concerned authorities. Purchaser/s shall not tamper with the water supply system, tapping power, develop a new drainage etc.
9. The Purchaser/s shall not convert the parking space within the Schedule 'B' Property or Schedule 'C' Unit for any other use. The Purchaser/s shall use the balance area in Schedule 'B' Property after construction only as open space and as garden and maintain the same in the condition in which it has been handed over by the Developer.
10. The Purchaser/s' right to use the Infrastructure and Facilities in terms of this Agreement shall always form part and parcel of their right, title and interest in the Schedule 'B' herein and the Schedule 'C' Unit, to be constructed thereon and does not form as an independent right.

11. The Schedule 'C' Unit will be built in Schedule 'B' Property demarcating the front yard and back yard/setback for the Unit. The front and back yard would be maintained by the Purchaser/s at his/her/their cost. The Definition of front yard and back yard is at the discretion of Developer/Maintenance Company/Owners Association. The Purchaser/s shall not create any other access directly from outside the property to the Schedule 'B' Property. The Purchaser/s access to the Units is only from the access that has been created by the Developer as part of the Project.
12. It is a specific term and condition of this Agreement and of the rights to be created in favour of the prospective buyers of the Units in the Project that:
 - a) the name of the owner and/or Unit number shall be put in standardized letters and colouring only at the spaces designated by the Developer and at the entrance door of the particular Unit, but at no other place and the number allotted to any Unit shall not be altered.
 - b) no sign board, banner, hoarding or any other logo or sign shall be put up by the Purchaser/s on the exterior of the building or on the other wall/s of the Unit.
 - c) the Purchaser/s shall not alter the colour scheme of the exterior of the Unit though the Purchaser/s shall be entitled to select and carry-out any decoration/ painting of the interior of the said Unit.
 - d) the Purchaser/s shall not do anything that may adversely affect the aesthetic appearance/beauty of the Unit, nor do anything within the Schedule 'B' and 'C' Property or do anything which may cause any nuisance or obstruction or hindrance to the other owners.
13. The Purchaser/s shall not enclose the Schedule 'B' Property with any compound or any other construction of such nature. The Developer as part of specifications, will be providing for the boundary lines, hedges/picket fences and the Purchaser/s shall not be entitled to change them into any other types. However, the Purchaser/s at his/her/their own cost shall replace the hedges/picket fences if found damaged/destroyed due to normal wear and tear or for any other reasons.
14. The Purchaser/s shall pay the pro-rata or stipulated property taxes and cesses and outgoings levied on and maintenance charges for maintenance of Infrastructure and Recreation Center (Club House/Recreation Centre) and Facilities.
15. The Purchaser/s shall maintain the surroundings clean and shall not cause any nuisance to the neighbours.
16. The Purchaser/s shall not use the Schedule 'B' and 'C' Properties other than for legitimate/bonafide Residential purposes for which it is taken and not to use it for any illegal or immoral or non-residential purposes.
17. The Purchaser/s shall not decorate or display Boards or hoardings or neon signs or Paintings on the plots/ Units in '**NVT OIKOS**'.

18. The Purchaser/s shall not sub-divide the Schedule 'B' Property or use it for any Industrial or Non- residential purposes or sell portions;
19. The Purchaser/s shall not use the Schedule 'B' Property and/or Schedule 'C' Unit or permit the same to be used for any purpose which in the opinion of the Developer/Maintenance Company/Owners Association to cause nuisance or annoyance to occupiers of other Units in the said '**NVT OIKOS**' or to the Owners or occupiers of the neighboring properties nor use the same for any illegal or immoral purpose.
20. The Purchaser/s shall, from time to time, do and execute all further acts, deeds, matters and things as may be reasonably required by the Developer or the Association for duly implementing the terms and intent of this Agreement.
21. The Developer has provided to the Purchaser/s access in the Schedule 'A' Property through the driveways/internal roads to the Unit and the Purchaser/s shall not hinder free movement of people/vehicles and materials through these common driveways and internal roads for other owners/occupants in the Project. The driveways in the basement is meant for light vehicular movement only and the podium is restricted for pedestrians only. The Purchaser/s shall not create any access from Schedule 'B' Property or Schedule 'C' Unit to the external road/ outside the Project.
22. The cost of repairing and maintaining the internal/feeder/access and drive-ways and parks and open areas and other common areas and facilities and cost of upkeep and maintenance of infrastructure will be borne and paid proportionately by the purchasers of Units comprised in residential development in the Project.
23. As the Purchaser/s will be one of the owners of the Units in the Project, the Purchaser/s shall be entitled to use in common with all the other purchasers/owners in the Project, the facilities listed below:
 - a) driveways, roads, passages, entry and exits;
 - b) pumps, generators;
 - c) open spaces, common gardens, parks as designated by the Developer/Sellers i.e., other than private garden;
 - d) facilities in Club House/Recreation Centre /Recreation Center including the swimming pool/s;
 - e) any/all other common facilities and amenities in the Project.
24. The Purchaser/s shall abide by all the laws and regulations of the Government, and any other duly constituted authority from time to time in force, and answer and be responsible for all notices or violations and of any of the terms and conditions in this Agreement to Sell.
25. The Purchaser/s in the event of leasing/renting/mortgaging with possession the Schedule 'C' Unit shall keep informed the Developer/Maintenance Company/Owners Association about the same and giving all the details thereof. Upon leasing/renting/mortgaging only the tenant/lessee/mortgagee with possession shall be entitled to make use of the Infrastructure and Facilities and

the Purchaser/s shall not be entitled to make use of the same. Notwithstanding the same, the primary responsibility to adhere to all the rights and obligations

of the Purchaser/s contained herein and in the Sale Deed shall be that of the Purchaser/s and it shall be the responsibility of the Purchaser/s to ensure that the tenant/lessee/occupant follows all the rules and regulations prescribed for the occupants of **`NVT OIKOS'`**.

26. The Purchaser/s shall not sink a bore well or create/dig any wells in the Schedule `B' Property.
27. The Purchaser/s shall not opt for Local Cabling T.V.Network Operator Services and no aerial cabling will be permitted to be used in **`NVT OIKOS'`**.
28. The Purchaser/s shall not trespass into other Units or areas not earmarked for common use without prior written permission of Developer/Maintenance Company/Owners Association.
29. The Purchaser/s shall not throw garbage/used articles/rubbish in the common roads, parks and other open spaces, neighbouring boundaries in the Schedule `A' Property. The Purchaser/s shall strictly follow rules and regulations for garbage disposal as may be prescribed by the Developer/Maintenance Company/Owners Association from time to time.
30. The Purchaser/s shall not keep any cattle/live stock in the Schedule `B' and `C' Properties and Purchaser/s shall keep all the pets confined within the Schedule `C' Unit and shall ensure that the pets do not create any nuisance/disturbance to the other owners in **`NVT OIKOS'`** and issues relating to the same shall be resolved between themselves. However the Developer/Maintenance Company/Owners Association reserves the liberty to prevent the aforesaid.
31. The Purchaser/s shall additionally be bound by the terms and conditions of use of the Purchaser's/s' Car Parks as listed under:
 - a) The Purchaser/s will not object to the rights of the Developer in allotting additional car parking space in the Project at additional cost. The decision of the Developer in this regard shall be final and binding on the Purchaser/s.
 - b) The Purchaser/s shall be entitled to exclusively use the parking space specifically allotted to the Purchaser/s in the basement for the purpose of parking cars and light motor vehicles. The Purchaser/s shall not have any right to object for allotment of parking spaces to the other Unit owners, nor shall they have any right to encroach or use other car parking spaces allotted or otherwise.
 - c) The Purchaser/s shall not allow the use of the car parking allotted for use and enjoyment of the same by any person who does not own or occupy a Unit in the Project.

- d) This car parking arrangement is only a right of use granted to the Purchaser/s, giving the Purchaser/s no property interest in the Purchaser's/s' Car Parks, unless specifically mentioned
- e) It is agreed that the Purchaser's/s' Car Parks/ Garage Area shall be exclusively meant for parking of two cars. The Purchaser's/s' are restricted to have entry only to two cars. Any additional car parks shall be allotted by the Developer on additional charges.
- f) It is agreed that the Purchaser's/s' Car Parks shall be used only for parking cars and the Purchaser's/s' Car Parks shall not be used for storage, disposal of old tyres, or as any accommodation for helpers, drivers etc.
- g) The Purchaser/s shall not cause any annoyance, nuisance, damage or inconvenience to other owners and shall not store any inflammable or petroleum products in the car parking area or elsewhere.
- h) The Purchaser/s will at all times act responsibly and safely in the use of the Car Parks and comply with all directions given by the Developer in the day to day use of the Car Parks and use the Car Parks for the sole purpose of parking a motor vehicle in their capacity as the owners of the Schedule `C` Property and for no other purpose whatsoever and use of parking is solely at Purchaser's/s' risk.
- i) The parking space earmarked to Purchaser/s is for exclusive use and enjoyment by Purchaser/s and the Purchaser/s shall not have the right to put up any construction in the parking space or enclose the same or use/convert it for any purpose other than as car parking space.
- j) The Purchaser/s agree/s that he/she/they shall park his/her/their cars/vehicles only at the specific Car Park space specifically allocated to him/her/them and not at any other place.
- k) The Purchaser/s on allotment of the car parking area, other than use of the same, shall not have any power or authority to transfer the same other than with the Unit. In addition, thereto the Purchaser/s shall not allow the use of the car parking/s allotted for use and enjoyment of the same by any person who does not own or occupy an Unit in the development in Schedule `A` Property.
- l) The Purchaser/s shall not bring any noisy or vehicles other than LMV and use of car parking is at Purchaser's/s' risk and neither Developer or Owners' Association are responsible for any loss or injury and shall comply with all rules and regulations imposed by Developer/Owners' Association.
- m) The Purchaser/s shall not enclose the car parking area or alter the nature of use thereof much less store or keep any petroleum/diesel/inflammable goods separately.

- n) The Purchaser/s is/are made known specifically that parking of cars and use of parking is solely at Purchaser's/s' cost and risk and neither Sellers nor Developer or Maintenance Agency will be responsible for any theft, loss or damage or personal injury or for any accident for any reason whatsoever.
 - o) The Purchaser/s shall not park any vehicles in any part of Schedule 'A' Property except in the parking area specifically acquired by the Purchaser/s and earmarked for the Purchaser/s and not to enclose the parking areas or put up any construction therein whether temporary or permanent.
32. Visitors car parks that form part of common area shall be regulated by the Developer/ Owners Association/ Maintenance Agency for use of visitors or anyone at the discretion of the Developer/ Owners Association/ Maintenance Agency.
33. The Developer shall have exclusive right and title to the car park areas that are beyond mandated visitors car parks and Developer can allocate such areas to Purchaser/s intending to purchase additional car parks at price as decided by the developer by retaining the price for itself.
34. The Purchaser/s shall not:
- a) Close Roads, pathways, passages and other common areas in '**NVT OIKOS**'.
 - b) Create any other roads, passages or access directly from the road outside to the Unit.
 - c) Default in payment of any property taxes or levies to be shared by the Owners or payment of Maintenance Charges for maintenance of Infrastructure in '**NVT OIKOS**'.
 - d) Install machinery, including pumps and generators, store/keep explosives, inflammables/prohibited articles, which are hazardous, dangerous or combustible in nature.
 - e) Throw any rubbish or used articles in '**NVT OIKOS**' other than in the Dustbins provided and by lining bags and baggage segregated for plastic, toxic and organic waste.
 - f) Not to disturb/dislocate the garbage bins provided in the development and not to question the location identified by the Developer.
 - g) Create nuisance or annoyance to other occupants and owners by allowing pounding, running machinery and causing similar disturbances and noises.
 - h) Do anything that may adversely affect the aesthetic appearance/beauty of the development in '**NVT OIKOS**'.

- i) Use the Schedule 'B' and 'C' Properties or permit the same to be used for any other purpose which in the opinion of the Developer/Maintenance Company/Owners Association to cause nuisance or annoyance to occupiers of the other Units Purchaser/s in the said '**NVT OIKOS**' or to the Owners or occupiers of the neighbouring properties.
 - j) Raise any dispute or call in question the use of the Infrastructure and Facilities in '**NVT OIKOS**' for the purpose of egress and ingress to them and/or the organizing of events, seminars, functions, ceremonies and other activities in the facilities by the Developer/Maintenance Company/Owners Association or their assignees/nominees/agents/transferees for the members of the Club House/Recreation Centre /Recreation Centre.
35. The use of the Recreation Center (Club House/Recreation Centre) and other facilities by the Purchaser/s during tenure of membership shall be without causing any disturbance or annoyance to the other users and without committing any act of waste or nuisance which will affect the peace and the development and shall not default/refuse/avoid paying the subscription and other charges for the use of the facilities therein.
 36. The Purchaser/s shall park vehicles only in the parking space/area specifically acquired by the Purchaser/s as a part of the Unit and earmarked for the exclusive use of the Purchaser/s.
 37. The Purchaser/s shall not throw garbage/used articles/rubbish in the common areas, parks and open spaces, roads and open spaces left open in the Schedule 'A' Property. The Purchaser/s shall strictly follow the rules and regulations for garbage disposal as may be prescribed by the Developer or Agency maintaining the common areas and facilities in the Project or by the Owners Association.
 38. The Purchaser/s shall keep all the pets confined within the Schedule 'C' Unit and shall ensure that the pets do not create any nuisance/disturbance to the other owners/ occupants in the Project.
 39. The Purchaser/s shall use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in the Schedule 'A' Property in common with the other Owners thereof and that of the developments in '**NVT OIKOS**' and to permit free passage of water, sanitary, electricity and electrical lines, through and along the same or any of them and to share with the other Owners the cost of maintaining and repairing Infrastructure.
 40. The Purchaser/s shall permit the Developer and/or Maintenance Company and/or Owners' Association and/or their agents with or without workmen at all reasonable times to enter into and upon the Unit/Parking Space or any part thereof for the purpose of repairing, maintaining, re-building, cleaning and keeping in order and condition all services, drains, structures or other conveniences belonging to or servicing or used for the said Unit and also for the purpose of laying, maintaining, repairing and testing drainage, water pipes and electric wires and for similar purposes and also for the purpose of cutting off the supply of water and electricity etc., to the Unit/Parking space

or other common areas of the building or to the occupiers of such Unit/Parking space, as the case may be, who have defaulted in paying their share of the water, electricity and other charges.

41. The Purchaser/s can make use of the Infrastructure in accordance with the purpose for which they are intended without hindering or encroaching upon the lawful rights of other Unit owners in **`NVT OIKOS'**.
42. The Purchaser/s shall not install any overhead water tanks either on Terrace and/or Balcony.
43. All the Purchasers in **`NVT OIKOS'**, shall proportionately share and pay all the expenses for maintenance of all the Infrastructure, common amenities, areas and facilities such as parks and open spaces, water bodies, landscape, pots and plants, internal roads, drainages, sewerage disposal system, sanitary lines, water supply system, street/yard lights, common security, water charges and such other expenses which are common nature and not attributable to any individual Unit.
44. The Purchaser/s shall be liable to pay to the Developer/Maintenance Company/Owners' Association, as the case may be, the following expenses proportionately:
 - a. expenses incurred for maintenance of all the landscaping, gardens, and open spaces, white-washing and painting the exteriors and the common areas, the repair and maintenance of lifts, pumps, generators and other machinery, water, sanitary and electrical lines, electricity and water charges of the common areas, including the cost of AMC's for these equipment, replacement of fittings and provision of consumables of all common areas and places;
 - b. all taxes payable, service charges and all other incidental expenses in general.
 - c. salaries, wages paid/payable to property manager, security, lift operators, plumbers, electricians, gardeners and other technicians etc.;
 - d. all other expenses incurred for proper upkeep and maintenance of common areas and facilities within the development including expenses/costs incurred for replacement of worn out equipment, machinery such as generators, elevators, pumps, motors etc.

ANNEXURE -1
COST OF SCHEDULE 'B' PROPERTY AND DETAILS OF PAYMENT/PAYMENT PLAN

PAYMENT PLAN for Land		
Project: `NVT OIKOS`		Unit No.
Name (First Applicant)		Schedule B Property Area (sft)
Land		Amount (Rs.)
Sale Consideration for land		
Amount as Per Agreement to Sell		
Payment Schedule:		
The following are the milestones for payment towards Consideration for Agreement to Sell:		
Milestone Description		Amount (Rs.)
Advance: Before Signing of Agreement to Sell		
On Signing Agreement to Sell		
First Instalment:	On Completion of Foundation of Basement	
Second Instalment:	On Completion of slab of Basement	
Third Instalment:	On Completion of slab of 1 st Floor	
Fourth Instalment	On Completion of slab of 2 nd Floor	
Fifth Instalment	On Completion of Plastering Inside and Outside	
Sixth Instalment:	On Completion of Flooring	
On Possession:	Within 15 days of possession intimation	
Total Amount		
Note:		
Stamp Duty, Registration Fees/Charges and Government guidelines for valuations are based on rates & percentages prevailing at the time of registration		
Legal & Misc charges to be paid at the time of registration.		
Katha transfer charges are extra, to be paid after registration.		
Sellers/ Developer shall send an advance notice of demand for payment and the Purchaser/s shall make payment on/before the specified date mentioned therein.		
This Agreement shall supersede all Payment Plan or documents signed earlier.		

PAYMENT PLAN for Construction						
Project: `NVT OIKOS`						Unit No.
Name (First Applicant)						
Saleable Area (BUA) in SFT:			Carpet Area in SFT			
Construction of the Unit					Amount (Rs.)	
Cost of Construction of the Unit and Infrastructure						
Payment Schedule: The following are the milestones for payment of Cost of Construction.						
Milestone					Construction Amount (Rs.)	

1) Stamp Duty, Registration Charges/Fees and Government guidelines for valuations are extra are based on rates & percentages prevailing at the time of registration.
 2) GST and other taxes will be charged as applicable from time to time.
 3) Legal & Misc. charges to be paid at the time of registration.
 4) Katha transfer charges are extra, to be paid after registration.
 5) Developer shall send an advance notice of demand for payment and the Purchaser/s shall make payment on/before the specified date mentioned therein.

 6) This Agreement shall supersede all Payment Plan documents signed earlier.

 7) Saleable Area (BUA) shall mean the total Poly Line (P.line) area measured on the outer line of the unit including balconies and /or terraces and also includes the garage.

ANNEXURE – 3**ALL OTHER CHARGES/PAYMENT PLAN**

Other Charges		
BESCOM, Water & Connection Charges	Rs.250/- per sft of Saleable Area(BUA)	
Generator Charges	Rs.5,00,000/-	
Advance for Common Maintenance Charges(One year)	Rs.55/- per sft of Saleable Area(BUA)	
Sinking Fund	Rs.55/- per sft of Saleable Area (BUA)	
Clubhouse Lifetime Membership charges	Rs 10,00,000/-	
Total Other Charges		
Note: 1) GST and other taxes will be charged as applicable from time to time. 2) Legal & Misc charges to be paid at the time of registration. 3) Katha transfer charges are extra, to be paid after registration. 4) Developer shall send an advance notice of demand for payment and the Purchaser/s shall make payment on/before the specified date mentioned therein. 5) This Agreement shall supersede all Payment Plan documents signed earlier. 6) Stamp Duty, Registration Charges/Fees and Government guidelines for valuations are extra and based on rates & percentages prevailing at the time of registration.		

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

WITNESSES:

1)

for **M/s. NVT QUALITY LIFESTYLE HOMES LLP.,**

Designated Partner.
General Power of Attorney Holder for

SELLERS.

2)

for **M/s. NVT QUALITY LIFESTYLE HOMES LLP.,**

Designated Partner.
DEVELOPER.

PURCHASER/S.