

AGREEMENT OF SALE

This Agreement of Sale is made and executed on the _____ Day of _____ Two Thousand and _____ [_____/_____/20____] at Bangalore.

BETWEEN:

M/s. LEGACY GLOBAL PROJECTS (P) LTD.,

Having its registered office at No.333,

Thimmaiah Road,

Bangalore - 560052

Represented by its Directors, **Mr.B.H.Krishnamurthy and Mr.Sanjay Shenoy**

<<<

Hereinafter referred to as "**DEVELOPER / FIRST PARTY**" which expression shall mean and include the said company, its Directors, successors-in-title, administrator, liquidator, assignees, etc;

AND:

1. **Ms.SHAGUFTA PARVEEN**, aged about 39 years,
D/o Late Syed Arifuddin,
 2. **Mr.SYED ZIAUDDIN**, Aged about 37 years,
S/o Late Syed Arifuddin,
- Both are residing at B-01, V.M. Apartments,
#123/1, Infantry Road, Bangalore – 01,
3. **Ms.BENAZIR KAUSER**, Aged about 38 years,
D/o Late Syed Arifuddin,
W/o Shafi Ur Rehaman,
Residing at 006, Windsor Court Apartments, # 17,
Millers Road, Bangalore 560046,
 4. **Ms.SADIA BANU**, Aged about 36 years,
D/o Late Syed Arifuddin,
W/o Syed Mueen Abrar,

Residing at # 71, 3rd Cross, Ranka Nagar,
Kavalbyrasandra New Extension,
R.T.Nagar post, Bangalore 560032

Represented by GPA Holder - **M/s. LEGACY GLOBAL PROJECTS PVT. LTD.,**

Hereinafter collectively referred to as "**OWNERS / SECOND PARTY**" and individually referred in their respective reference, which expression wherever the context so requires shall mean and include his/her/their respective heirs, legal representatives, successors, executors, administrators, nominees, beneficiaries and assigns etc;

ALONG WITH:

AVANEESH DEVELOPERS,

A Partnership firm,
Having its registered office at No.50/10,
Cunningham Road, Bangalore – 560 052
Represented by its partner, Mr.Rakesh Prabhu

Hereinafter referred to as "**CONFIRMING PARTY/THIRD PARTY**" which expression unless repugnant to the context so requires shall mean and include the said Firm, its partners, successors-in-office, assigns etc

IN FAVOUR OF:

- 1) **Mr.**-----, aged ---- years,
S/o Mr.-----,
- 2) **Mrs.**-----, aged ---- years,
W/o Mr.-----,
Both are residing at -----,

Hereinafter collectively referred the "**PURCHASER/s/FOURTH PARTY**" which expression shall mean Purchaser/s, his/her/their respective heirs, executors, representatives, beneficiary, nominees, assignee, administrators, etc;

The First, Second, Third and Fourth Parties herein shall wherever the context may so require, be collectively referred to as 'Parties' and individually in terms of their respective reference in the manner described supra.

RECITALS:

WHEREAS the Second Party/Owners are the co-owners of all that piece and parcel of the immovable property bearing No.30, Cunningham Road, Bangalore, measuring 33,228.5 Sq.ft which is morefully described in the schedule I hereunder and for sake of brevity shall hereinafter be referred to as "**Schedule I Property**".

WHEREAS the Owners had entered into an Agreement of Sale dated 25/12/2011 with the Confirming Party herein thereby agreeing to sell Schedule I Property or in the alternative entrust Schedule I Property for development either to the Confirming party herein or to its nominee/s as the case may be.

WHEREAS the Owners and the Confirming Party herein, having opted for development of Schedule I Property, approached the Developer, who has expertise in construction and development, to get Schedule I Property developed through the Developer herein, by constructing a multi-storied residential apartment building and the Developer has agreed for the same. In furtherance to the same, the parties herein have entered into a Joint Development Agreement (JDA) dated 16/10/2012, registered as Document No.HLS-1-02428/2012-13, Book I, stored in CD No.HLSD61, in the office of the Sub-Registrar, Halasuru, Bangalore for the development of Schedule I property by constructing multistoried residential apartment complex thereon under the name “**LEGACY CATALEYA**” (Said Building). And whereas in pursuance of the aforesaid JDA, the Owners herein have jointly executed Power of Attorney also dated 16/10/2012 duly registered as Document No.HLS-4-00330/2012-13, Book IV, stored in C.D.No.HLSD61, in the office of the Sub-Registrar, Halasur, Bangalore, wherein the Developer was interalia, entitled to take up construction of Schedule I Property comprising of Two Basements, Ground Plus Thirteen Upper Floors in accordance to plan issued by Bruhat Bangalore Mahanagara Palike (BBMP) vide LP No.0269/2013-14 , which is final and undertake that it shall not make any changes to the said plan except in strict compliance of the Real Estate (Regulation and Development) Act,2016 (Hereinafter referred to as “RERA”) and Karnataka Real Estate (Regulation and Development) Rules, 2017 (Hereinafter referred to as “Rules”) promulgated by the State Government from time to time and other laws and/or statutory compliances, as may be applicable.

WHEREAS by virtue of JDA, as referred supra, the Owners and the Confirming Party became jointly entitled for 55% of undivided share of land comprised in Schedule I property along with corresponding constructed saleable area comprised in the Said Building together with the proportionate car parks, Garden/Terrace areas and the same shall hereinafter be referred to as “Owners’ Constructed Area” and whereas the Developer shall be entitled for the remaining 45% of undivided share of land comprised in Schedule I property along with the corresponding constructed saleable area comprised in the said building together with the proportionate car parks, Garden/Terrace and the same shall hereinafter be referred to as “Developer’s Constructed Area”.

WHEREAS, the Developer, Owners and the Confirming Party herein, have evolved a scheme of Ownership of residential apartments in Schedule I Property named “**LEGACY CATALEYA**” (Said Building) by virtue of which the Purchaser/s gets an apartment constructed through the Developer herein along with the right to own proportionate undivided interest in the Schedule I Property.

And whereas the Owners and the Developer have entered into Sharing Agreement dated 25/05/2016 thereby demarcating and delineating their respective entitlements in the said building

The BBMP has granted the Commencement Certificate to develop the Project vide order dated 04/02/2017.

The Developer has registered the Project under the provisions of RERA and Rules with the Real Estate Regulatory Authority bearing registration No. _____, dated _____.

The Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Developer regarding the Said Land on which Project is being constructed by the Developer have been completed.

WHEREAS the Purchaser/s herein, in furtherance to the above, after due verification/scrutiny and being satisfied with the title and sanctions pertaining to Schedule I property and also with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project, is interested in purchasing, from out of the Developer's share, proportionate undivided right, title and interest in Schedule I property measuring _____ Sq.ft (morefully described in schedule II hereunder and hereinafter referred to as "**Schedule II Property**") along with residential apartment bearing No. _____, _____ Floor, comprised in the Project having Super Built Up Area measuring _____ Sq.ft (which includes _____ Sq.ft of Carpet Area) with right to use _____ number of Closed car park and _____ number of open car parks both measuring 148 Sq.ft each, which is morefully described in the schedule III hereunder and hereinafter referred to as "**Schedule III Property**", is entrusted to the Developer herein and the common amenities provided therein, as per the terms, conditions, rights and obligations agreed hereunder.

WHEREAS in pursuance of the aforementioned intention of the Parties hereto, the Purchaser/s is/are desirous of purchasing and the Developer is willing to sell, Schedule II and III Properties and in furtherance of the same, the Parties hereto have mutually agreed to certain terms/conditions and rights/obligations set out infra. Wherefore the Parties hereto have decided to record the same in writing as follows:

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

1. Subject to the terms and conditions as detailed in this Agreement, the Developer agrees to sell to the Purchaser/s and the Purchaser/s hereby agrees to purchase, Schedule II and III Properties as detailed herein.

2. SALE CONSIDERATION:

- i) The Developer hereby agrees to sell and construct Schedule II & III Property in favour of the Purchaser/s along with the right to use common amenities provided therein, however subject to restriction and obligation stipulated infra, for a total sale consideration of Rs. _____/- (Rupees _____ Only) detailed as Annexure-2 in the Schedule herein below.
- ii) The Purchaser/s has on this day paid to the Developer, part/advance consideration in the manner detailed herein below:

A sum of Rs.-----/- (Rupees ----- Only) paid vide cheque bearing number -----, dated ---/---/-----, drawn on ----- Bank, ----- Branch, -----.

The receipt of which is accepted and acknowledged by the First Party herein.

- iii) The Purchaser/s hereby assures and undertakes to pay the balance consideration in the manner as set out in **"Payment Schedule"** in the Annexure herein below, towards all cost and expense of Schedule II & III Property and upon the Developer receiving the entire sale consideration, shall execute an Absolute Sale Deed in favour of the Purchaser/s with respect to Schedule II & III Property.
- iv) The Purchaser/s is aware that the aforesaid Sale Consideration includes booking amount paid by the Purchaser/s, applicable taxes in connection with the construction of the Subject Apartment payable by the Developer, up to the date of handing over possession of the same. However, the Purchaser/s shall, apart from the sale consideration as referred supra, also bear expenses towards Stamp Duty, Registration fees prevailing at the time of execution and registration of the sale deed along with the legal expenses and other miscellaneous expenses thereto with respect to Schedule II and III Properties. It is agreed and understood by the Purchaser/s irrespective of availing financial assistance from any Bank etc., Purchaser/s shall be responsible to pay the amounts without any delay as per the Payment Schedule detailed herein below, since time is the essence of this contract. In the event of any delay in making payment of any of the installments by the Financial Institution, the Purchaser/s shall make alternative arrangement to make such payment within the stipulated time, failing which the same shall be deemed as default by the Purchaser/s constituting breach of this agreement.

3. ADJUSTMENT/APPROPRIATION OF PAYMENTS.-

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

4. The Purchaser/s is/are aware that in case there is any change/modification in the taxes, the subsequent amount payable by the Purchaser/s to the Developer shall be increased based on such change/modification.
5. In case any of the cheque/s issued by the Purchaser/s is/are dishonoured for any reason in respect of the payments detailed in the Payment schedule, the Developer shall be entitled for recovery of charges collected by the Bank from the Purchaser/s herein. This is notwithstanding other remedies available under law for the Developer with regard to recovery of such amount.

6. REGISTRATION OF SALE DEED :

On completion of the Subject Apartment in all aspects and payment of entire sale consideration, the Sale Deed relating to the Schedule II and III Properties shall be registered with the jurisdictional Registration Authorities, however subject to the payments as detailed above. The Purchaser/s shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority (ies).

7. COMPLIANCE OF LAWS RELATING TO REMITTANCES.-

- i) The Purchaser/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc., and provide the Developer with such permission, approvals which would enable the Developer to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchaser/s understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- ii) The Developer accepts no responsibility in this regard. The Purchaser/s shall keep the 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 Developer immediately and comply with necessary formalities if any under the applicable laws. The Developer shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser/s and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Developer shall be issuing the payment receipts upon each payment, in favour of the Purchaser/s only.

8. ASSIGNMENT :

The Purchaser/s shall not be entitled to assign or transfer his/her/their interest under this Agreement before the expiry of one year from the date of execution of this Agreement of Sale or having paid an amount equivalent to 60% of the total sale consideration, whichever is higher, payments of all outstanding dues and also after obtaining the prior written consent of the Developer. In case of such assignment by the Purchaser/s upon the compliances of all the conditions detailed above, all the terms and conditions binding the Purchaser/s under this Agreement or in relation thereto shall pass on to person/s claiming through or under the Purchaser/s. Also the Developer shall not be any party to internal transaction or arrangement on account of assignment entered into between the Purchaser/s and Assignee or for Assignee availing loan. It is explicitly understood that in the event of Purchaser/s assigning his/her/their interest accruing under this Agreement in favour of the Assignee/s upon due compliances as detailed above, the Developer shall be entitled to charge from the Purchaser/s, a sum calculated @Rs.300/- (Rupees Three Hundred Only) per Sq.ft of Subject Apartment, as transfer fee. Stamp duty charges, if any for the assignment agreement would be borne by the Purchaser/s or Assignee/s and not the Developer.

9. CUSTOMISATION AND SPECIFICATIONS:

The Developer, subject to the status of construction and also depending on the stage of the completion of the project, may offer an option of customizing the specifications of construction with respect to Subject Apartment, which is within its scope of work and which does not involve any critical structural alterations. In such an event, the Purchaser/s shall make a written request articulating his/her/their final preferences with regard to the proposed modifications within the timeframe set by the Developer. Upon having mutually finalized the changes in specifications and the Developer raising a final bill in this regard, the Purchaser/s shall forthwith make such payment and upon realization of such payment, the Developer will execute the modification sought for. The Developer shall not provide any choice with regard to specifications pertaining to tiling and sanitary fittings. On account of the Purchaser/s cancelling the specifications/material which has been provided by the Developer and in the event of the Purchaser/s providing material of his/her/their choice, no deductions shall be provided to the Purchaser/s and neither shall the material so cancelled be handed over to the Purchaser/s.

10. NOTICE :

Any notice or correspondence to be sent to any party under this Agreement shall be addressed and sent to their respective addresses first mentioned in this Agreement and such notices and correspondence are deemed to have been served on the parties, if addressed and sent by Registered Post [R.P.A.D] / under certificate of posting [U.C.P] / courier / E-mail / by personal delivery. The Party sending notice/correspondence is not

responsible for non-delivery due to willful non-acceptance of the correspondence/notice by the recipient or if the party changing the address has not intimated other Party in writing regarding the change in address.

11. TERMINATION OF AGREEMENT OF SALE:

- i) The Purchaser/s shall pay the sale consideration without any delay in the manner set out in the payment schedule. In the event the Purchaser/s makes the payment beyond the period of 7 days from the due date, but before the expiry of 15 (Fifteen) days thereon, the Developer may, at its sole discretion, receive such delayed payments along with the interest accrued thereon payable per annum as per RERA and Rules. If the Purchaser/s fail/s to make such outstanding payments beyond the stipulated period of 15 days as referred supra, the Developer shall have the sole discretion to cancel this Agreement and forfeit a sum equivalent to 15% of the total consideration along with the interest accrued for such delayed payment/s as per RERA and Rules and other expenses, as liquidated damages and shall proceed to deal with the Schedule II and III Properties herein in any manner as deemed fit without any further notice to the Purchaser/s and return only the balance, if any, to the Purchaser/s, within 60 days from the date of cancellation letter to be issued by the Developer. However, if the amount received is less than 15% of the total sale consideration, the Developer will be entitled to recover such balance from the Purchaser/s. The Parties hereto specifically agree that on such termination, all contractual obligations arising hereunder or in relation thereto under this Agreement shall cease to exist and the Purchaser/s shall have no right, title, lien, claims or demands against Schedule II and III Properties. All amounts paid by the Purchaser on various accounts will be refunded without any interest, compensation and damages or otherwise, after deduction of charges as referred above.
- ii) In the event the Purchaser/s opts to terminate this Agreement for whatsoever reason at his/her/their instance other than the reasons defined under RERA and Rules and also not for the reasons attributable to the Developer, in such an event, the Developer shall have the right to forfeit a sum equivalent to 15% of the total sale consideration agreed herein along with the interest as per RERA and Rules, as liquidated damages along with other amounts payable by the Purchaser/s, if any, and return only the balance to the Purchaser/s, within 60 days from the date of the issue of the Cancellation Letter to be issued by the Developer. The Parties hereto specifically agree that on such termination, all contractual obligations arising hereunder or in relation thereto under this Agreement shall cease to exist and the Purchaser/s shall have no right, title, lien, claims or demands against Schedule II and III Properties. All amounts paid by the Purchaser on various accounts will be refunded without any interest, compensation and damages or otherwise, after deduction of charges as referred above.

- iii) In the event the Developer fails to complete or unable to give possession of the Subject Apartment within the time stipulated herein including subsequent extension as envisaged in this agreement and the Purchaser/s intends to withdraw from the Project then the Purchaser/s shall be entitled to claim the refund of the amount paid along with the interest calculated per annum at the rate envisaged in RERA and Rules and the same shall be refunded by the Developer within 60 days from the date of letter of cancellation to be issued by the Developer. After refund of the money paid by the Purchaser/s, Purchaser/s agrees that he shall not have any rights, claims etc. against the Developer and Schedule II and III Properties herein and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

12. GOVERNING LAW.-

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

13. DISPUTE RESOLUTION.-

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

14. MISCELLANEOUS :

- i. This Agreement will be interpreted in accordance with the settled canon of interpretation of contracts subject to the following:
- Words referring one gender will be construed as importing any other gender;
 - Words referring the singular include the plural and vice versa;
 - Reference to persons means and includes natural and artificial persons like corporate bodies and vice versa;
 - Save wherein the context otherwise requires all obligations given or undertaken by more than one person in the same capacity are given or undertaken by them jointly or severally;
 - The division of this Agreement into Clauses, Schedules and insertion of headings in this Agreement are only for easy reference and convenience and shall not impact the construction or interpretation of any provision of this Agreement.

- ii. The Parties hereto acknowledge that all rights and obligations accruing under this Agreement executed in relation to Schedule II & III Property shall supersede all other prior arrangement/representations (if any) whether written or oral and any amendment to the same shall be only vide a written document executed between the Parties hereto.
- iii. Any delay tolerated or indulgence shown by the Developer in enforcing the terms of this Agreement or any forbearance shown to the Developer shall not be construed as a waiver on its part, to any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice rights of the Developer.

15. SEVERABILITY :

If any provision/s of this Agreement is declared to be void/ illegal/ unlawful/ unenforceable or indications of the same are received from either parties/ any judicial/ competent authority, such provision may be severed from this Agreement and the remaining provisions of this Agreement or in relation thereto shall remain in full force and effect

16. CORPUS FUND AND COMMON MAINTENANCE :

The Purchaser/s is liable to pay to the Developer, a Sum of Rs.100.00/- (Rupees Hundred Only) per Sq. Ft. of super built up area of Schedule III Apartment (included in the total sale consideration / Payment Schedule) towards "CORPUS FUND" of the APARTMENT OWNERS' ASSOCIATION OF LEGACY CATALEYA (Said Association) which shall be retained by the Developer as interest free fund and shall be utilized, interalia, for expenses towards common area electricity, diesel, replacements or spares till the date of handover of documents pertaining to Schedule I Property to the Said Association upon its formation and obtaining an acknowledgement of the receipt of the same.

The Purchaser/s is also liable to pay a Sum Rs.6.00/- (Rupees Six Only) per Sq.ft of super built up area of Schedule III Apartment (included in the total sale consideration/ Payment Schedule) per month for a period of 12 months in advance to the Developer/its agent towards 'COMMON MAINTAINENCE', which shall be utilized for other purpose/s other than what is detailed supra. The Developer shall either by itself or through an independent agency, maintain the said building for a period of 12 months from the date Schedule III Property is ready to occupy and written intimation is given to the Purchaser/s in this regard. However till formation of the Said Association, the Purchaser/s shall continue to pay the maintenance charges to the Developer/its agency, as the case may be. However in the event it becomes inevitable for the Developer to enhance maintenance charges for maintaining the Said Building, the Purchaser/s, upon intimation of such enhancement by the Developer, will be liable to pay such deficit amount to the Developer before formation of the Association.

17. RIGHTS OF PURCHASER/s:

- i. The Purchaser/s shall be entitled in common with other Purchaser/s in the Project to use, enjoy at all times, pass and re-pass the common areas/facilities, passages, lobby, corridor, elevator, stair case, electrical/ lighting lines, water/sewerage lines, pipes, drains, internal road etc., which are used by Purchaser/s along with other apartment Owner/s in the Project, however subject to strict adherence to the byelaws, rules and regulation framed by the Developer and/or their nominee/agency appointed and on payment of fees / charges as may be prescribed. However the Purchaser/s shall not place any obstructions/article in the common areas of the Project or the Purchaser/s will have no exclusive right in the assets stationed therein, whether moveable or immovable.
- ii. The Developer shall deliver and put the Purchaser/s in actual, physical and vacant possession of the Subject Apartment if the Purchaser/s comes forth to take possession or on the date of registration of the Sale Deed, whichever is earlier, subject to Purchaser/s paying full consideration prior to registering the Sale Deed. And on registration of Sale Deed, the Purchaser/s shall have no claim of whatsoever nature against Developer/its agent.
- iii. The Purchaser/s upon securing registration of Sale Deed is entitled to secure Khatha with respect to the Subject Apartment in his/her/their name at his/her/their own cost from the office of the jurisdictional authority and the Developer shall facilitate to sign necessary consent letters for the same.
- iv. It is agreed that Schedule II Property comprised in Schedule I Property, shall be held by all other Purchaser/s jointly and in common with other Purchaser/s wherein each of them have their proportionate undivided share in Schedule I Property as per terms and conditions mentioned therein and to be contained in his/her/their respective Sale Deed.
- v. The Purchaser/s shall seek prior permission from the Developer to inspect progress of construction at the Schedule I Property at a reasonable time and shall not have the right to obstruct or interfere or hinder the progress of construction on Schedule I Property on any grounds or to use the same in any manner which might cause hindrance for the free ingress/egress or otherwise from any other part of the construction.
- vi. In the event the said Apartment is leased/rented out by the Purchaser/s, the occupant of such Apartment shall be entitled to make use of the Common facilities subject to such rules stipulated by the Said Association.
- vii. All the Owners/Occupants of the Project shall be entitled to make use of the facilities on available in the Project, subject to the payment of maintenance charges as may be prescribed by the Developer/its agency or Said Association from time to time for the maintenance of the common areas and facilities.

- viii. It is agreed between the Parties herein that delay in completion or operation of Club house or any of the facilities/amenities detailed herein, shall not be deemed as delay in handing over the possession of the Subject Apartment and if the Subject Apartment is ready and complete in all respects as per the Specifications, the Purchaser/s shall take possession of the Subject Apartment by paying the balance consideration as detailed in the payment schedule and the Developer shall execute the Sale Deed thereon.

18. OBLIGATIONS/RESTRICTIONS ON PURCHASER/s:

- i. The Purchaser/s shall intimate and take prior written consent from the Developer prior to seeking a housing loan from Financial Institutions/Banks.
- ii. The Purchaser/s agrees to pay proportionate costs to the Developer towards the expenses incurred for securing assessment of Schedule III Property comprised in the Schedule I Property and thereafter the Purchaser/s shall be liable to pay the property taxes, cesses and any other statutory fee payable irrespective of taking over possession of Schedule III Property.
- iii. The Purchaser/s shall use the space allotted for car parking only for parking cars and not have right to put up any construction/enclose the same or use it for any other purpose.
- iv. The Purchaser/s shall use the Schedule III Property for residential purposes only and not to carry on the business as service apartments or lease as a guesthouse or any illegal / immoral activities and shall ensure not to cause nuisance or annoyance to other Owners/Occupants.
- v. The Purchaser/s shall not store any explosive/inflammable/prohibited articles in the Schedule III Property and the car park/s allotted thereto.
- vi. It is further agreed that the Purchaser/s shall be liable to pay the prevailing and applicable taxes along with other fees/cesses/incidental/taxes, miscellaneous expenses applicable on this Agreement as levied by the State/Central Government during the course of commencement until completion of construction of Subject Apartment and possession take by the Purchaser/s thereon.
- vii. If at any time of development, any charges are levied or sought to be demanded and recovered by any department of the Government or any other public authority in respect of Schedule I Property and/or construction of the Project, the same shall be borne and paid by all the Purchaser/s in proportion to the super built up area of their respective apartments ;
- viii. The Purchaser/s shall not be entitled to object or obstruct the Developer from carrying out additional construction in Schedule I Property on account of utilization of transferable development rights or revised bye-laws or any other lawful reasons.

- ix. The Purchaser/s shall not make any structural alterations, elevation changes or enclose the balconies/terraces, attached to Subject Apartment. All Interior decoration, storage, dumping of material/ debris shall be done only within the Subject Apartment and the Purchaser /s shall not cause any nuisance to the occupants of the other apartments in the Project. Workmen deputed for execution of such interior works shall strictly observe the rules, regulations, restrictions that may be imposed by the Developer/Said Association, as the case may be. The Purchaser/s shall carry out interior works only during the daytime between 9.00 A.M. and 6.00 P.M on weekdays and work on SATURDAYS and SUNDAYS are STRICTLY PROHIBITED. The cost of any damage to the building and its parts during such interior works shall be borne by the Purchaser/s alone.
- x. The Purchaser/s shall permit the Developer/ Agency/Said Association, as the case may be, appointed for the maintenance of all common areas and facilities, to enter into the Subject Apartment/Parking space for the purpose of upkeep and maintenance of the Project and also for the purpose of disconnection of the supply of water and electricity and other essential facilities, etc., who have defaulted in paying their share of charges, common expenses/maintenance.
- xi. It is conclusively agreed between the Parties hereto that the nomenclature of the multistoried residential building being constructed on Schedule I Property shall be **“LEGACY CATALEYA”** and the Purchaser/s/persons claiming through or under them or Said Association shall **NOT** be entitled to change the said name under any circumstances at any point of time.
- xii. The Purchaser/s specifically agree/s that they shall not seek partition of Schedule I/II/ Properties and shall exclusively use and enjoy Schedule III Property.
- xiii. It is agreed between the parties that Purchaser/s shall use and enjoy the Common Terrace/Garden in common with other purchasers of the apartments in the Project without any obstruction of any manner, whatsoever. The Purchaser/s who has/have been specifically allotted with the right to Private Terrace/Garden by the Owners or the Developer, as the case may be, shall have the exclusive right to use the same in exclusion of other apartment owners.
- xiv. The Purchaser/s shall not raise any construction in addition to that mentioned herein.
- xv. The Purchaser/s :
- Shall not use or permit the use of the Subject Apartment in a manner that would diminish the value of the utility therein ;
 - Shall maintain and upkeep the Subject Apartment at his/her/their cost in a good and tenantable condition and shall not do any act in or to the said residential unit and common passages, which may be against the building bye-laws or any other governmental/competent authority ;

- Shall not carry on any work which jeopardizes the soundness or safety of the Project or impair any easement or hereditament and shall not add any structure or excavate any basement or cellar ;
 - Shall bear the cost for rectifying the damage caused by them knowingly or unknowingly and such repair works shall be executed by the Developer/agency, as the case may be, to ensure that the quality is restored to the same condition as it was prior to such damage, however at the cost of such Purchaser/s. In case of normal wear and tear, the same shall be promptly rectified by the Developer/ Agency, as the case may be, utilizing the said corpus/maintenance funds ;
 - Shall not put up signboard or hoarding or any other logo on the exterior of the building of Schedule III Property ;
 - Shall not alter the exterior lobby wall or color scheme of the exterior/interior/corridors/ basement etc., of the Project;
 - Shall not do anything that may adversely affect the aesthetic appearance/beauty of the Project.
 - Shall keep the common areas and facilities remain undivided and no apartment owner including the Purchaser/s herein, shall seek for partition or division of any part thereof.
- xvi. In the event the Purchaser/s is/are desirous of leasing Schedule III Property, he/she/they shall keep informed the Developer or Said Association about the tenancy of Schedule III Property and give all the details of the tenants/occupants as required by Developer/Agency, as the case may be.
- xvii. The Purchaser/s, in the event of conveyance/transfer of Schedule II and III Properties, shall transfer the right to use the car park/s so allotted along with the ownership of Schedule II and Subject Apartment III Properties but shall not transfer such right of use of car park/s independently. In addition thereto, the Purchaser/s shall use the same for parking and not allow the use of the car park/s for use and enjoyment by any person who does not own or occupy an apartment. In the event of such conveyance, all the rights and obligations envisaged in this Agreement shall form part of the conveyance deed.
- xviii. The Purchaser/s shall become the member of the Said Association, immediately upon its formation and abide by its bye-laws. None of the Purchaser/s is/are exempted from the contribution towards common area maintenance charges/expenses by waiver of the use or enjoyment of any common areas and facilities available in the Project, irrespective of the fact whether the Apartment is occupied or vacant. The Purchaser/s shall strictly observe the rules and regulations imposed by the Developer/Agency for the maintenance of the Project. The Developer is not responsible for any breakage, damage caused to the finishing works or to the structure already handed over to the Purchaser/s but originally carried out by Developer.
- xix. The Purchaser/s, within two months from the date of Occupancy Certificate, shall take possession of the subject apartment and upon such hand over, the Subject Apartment shall be deemed to have accepted as fully complete in all respects as per the Specifications

agreed herein and Purchaser/s shall not have any claim against the Developer with regard to construction of the Subject Apartment. Further, the Purchaser/s shall bear property taxes in respect of the Subject Apartment irrespective of the fact the Possession of the same is taken or not.

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

19. COVENANTS OF THE OWNERS AND THE DEVELOPER :

- i. The Owners hereby covenants and assures the Purchaser/s that they are the co-owners having subsisting right, title and interest in the Schedule I Property and the same is not the subject matter of any attachment before any Court of Law, Taxation or other Statutory Authorities.
- ii. The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected.
- iii. The Developer has obtained requisite approvals from the competent Authorities to carry out development of the Project
- iv. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment comprised thereon are valid and subsisting and have been obtained by following due process of law
- v. At the time of execution of the conveyance deed the Developer shall handover lawful, vacant, peaceful, physical possession of the subject Apartment free from encumbrance to the Purchaser/s herein.
- vi. The Construction and handover of the Schedule III Property will be completed in all respects within 48 months from date of obtaining Commencement Certificate excluding a grace time of 6 months or as detailed in the payment schedule, whichever is later. However, in the event of delays due to force majeure reasons and/or such other reasons which are beyond the control of the Developer, the Developer shall be entitled to the corresponding extension of time beyond the time stipulated above and hence the agreement cannot be terminated under such circumstances.
- vii. In the event of delay in handover of possession of Subject Apartment to the Purchaser/s beyond the time stipulated above including extensions due to the reasons referred above and the Purchaser/s does not intend to withdraw from the Project due to such delay, then the Developer shall be liable to pay the Purchaser/s, interest for such delay to be calculated per annum on the amounts received in the respective installments at the rate envisaged in RERA and Rules till such time the same is handed over. However the Developer shall not be liable to pay any delay charges if the Purchaser/s delays in making payment of the respective installments or effecting modifications to Subject Apartment sought by the Purchaser/s herein;

20. DEFECT LIABILITY.

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Developer as per the agreement for sale relating to such development is brought to the notice of the Developer by the Purchaser/s within a period of 5 (five) years from the date of intimation of readiness of the Project and if the same is assessed to be the genuine defect by the Developer, then it shall be the duty of the Developer to rectify such defects without further charge, within 30 (thirty) days thereon and in the event of Developer's failure to rectify such defects within such time, the aggrieved Purchaser/s shall seek re-imbursement from the Developer, of all such expenses so incurred and duly certified by the competent authority.

21. THE KARNATAKA APARTMENT OF OWNERSHIP ACT, 1972.

The Developer has assured the Purchaser/s that the project in its entirety is in accordance with the provisions of the Karnataka Apartment of Owner ship Act, 1972.

22. The Developer shall at the request of the Purchaser/s facilitate inspection of all the title deeds/documents in respect of the Schedule I Property, at all reasonable times subject to prior intimation and shall handover the same to the Said Association upon its formation.

SCHEDULE I PROPERTY

All that piece and parcel of the immovable property bearing Municipal No.30, having PID No.78-61-30, measuring 33,228.5 sq.ft., situated at Cunningham Road, [SRT Road], Bangalore and is bounded on:

East by	:	Property No.30/1 & 28;
West by	:	Property No.31 & private Property bearing No.32;
North by	:	Cunningham Road & property Nos.29, 30/1 and 31;
South by	:	Property No.3, Queens road;

SCHEDULE II PROPERTY

All that proportionate undivided share/interest of about _____ **Sq.Ft** comprised in Schedule I Property above.

SCHEDULE III PROPERTY

Residential Unit/Apartment bearing No. _____, measuring _____ Sq. Ft Super Built-Up Area comprising Foyer, Living, Dining, -- Bedrooms, -- toilets, -- Balcony, -- Powder room, Kitchen, Utility, Servant room/toilet, situated on _____, together with the right to use _____ Car Parking Space in the Basement/stilt and _____ Car Parking Space on the surface along with proportionate share in common areas such as passages, lobbies, lift, staircase and other common amenities provided in multistoried residential building viz., "**LEGACY CATALEYA**".

IN WITNESS WHEREOF the parties have set their respective hands to this deed in the presence of the Witnesses attesting hereunder:

WITNESSES:

1)

FIRST PARTY

2)

SECOND PARTY

THIRD PARTY

FOURTH PARTY

ANNEXURE - 1

SPECIFICATION LIST

Structure / Walls

- RCC Framed Structure
- Concrete Block masonry for external and internal walls

Flooring / Doors / Windows

- Marble Flooring
- Main doors made of hard wood frame with veneered shutters
- Internal doors made of solid wooden frame with skin flush shutters
- Toilet doors made of solid wooden frame with skin flush shutters
- Windows / Balconies of aluminum/upvc with sliding shutters
- High quality ironmongery and fitting for all doors

Entrance Lobby

- Marble flooring with plush interiors
- Natural stone steps with architecturally designed railings

Elevators

- Elevators with plush interior of suitable capacity for passengers

Painting

- Interior emulsion for walls and ceilings
- Exterior Emulsion/Texture paint

Kitchen

- Electrical chimney and water purifier provision
- Centralized Gas connection

Utility

- Washing Machine & Dryer Points
- Granite slab work platform with stainless steel double bowl sink with provision for geyser connection

Toilets

- Marble flooring and cladding up to 4' height in the dry areas of the toilet
- Marble cladding up to 7' height and flooring with antiskid tiles for the shower areas of the toilet
- Shower partitions and exhaust fans for all bathrooms
- Kohler/equivalent Sanitary-ware and CP fittings

Water Supply

- Underground / Overhead storage tanks, Bore well for an auxiliary supply of water.
- Water Treatment Plant

Electrical

- Ample Points with Modular Switches in concealed conduits for power and lighting
- Inverter AC in Living, Dining & all bedrooms.

TV & Telephone

- Telephone point and Internal Wiring for DTH / cable TV in suitable areas

Car Park

- Covered Car Park

Security Systems

- CCTV Surveillance
- Access Control systems
- Video Intercom systems
- Perimeter Fencing

Amenities

- Temperature controlled Swimming pool
- Gymnasium
- Multipurpose Hall
- Children's Play Area
- Steam and Sauna

ANNEXURE - 2**SALE CONSIDERATION AND PAYMENT SCHEDULE**

Total Consideration towards Schedule II & III property is Rs. _____/- (Rupees _____ only)

LAND COST	Rs.-----/- (Rupees ----- Only)
CONSTRUCTION COST	Rs.-----/- (Rupees ----- Only)
KEB/BWSSB	Rs.-----/- (Rupees ----- Only)
SECURITY DEPOSITS	Rs.-----/- (Rupees ----- Only)
TOTAL SALE CONSIDERATION	Rs.-----/- (Rupees ----- Only)

PAYMENT SCHEDULE

DUE DATE	AMOUNT (In Rs.)	STATUS
	Rs.-----/-	Paid
	Rs.-----/-	
ON HAND OVER	Rs.-----/-	Due
TOTAL	Rs.-----/- (Rupees ----- ----- Only)	

NOTE:

1. Receipts issued by the Developer are valid, subject to Realization.
2. The Purchaser/s (irrespective of availing bank loan/self-funding) shall on signing of this Agreement issue postdated cheques for the amounts/dates mentioned in the payment schedule in favour of Developer and the Developer shall return the same after receiving periodical disbursements from Bank or self-funding, as the case may be.