

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("AGREEMENT") IS MADE AND EXECUTED ON THIS THE _____ DAY OF _____, TWO THOUSAND _____ (_____/_____/201_) AT BENGALURU.

BY AND BETWEEN:

MR. H.R. SURESH, major, son of Late H.K Ramaiah, residing at House No. 1, SHRESHTA, Jakkur Layout Main Road, Jakkur Post, Bengaluru-560 064, hereinafter referred to as the "**SELLER**" represented by his General Power of Attorney Holder, **Nitesh Housing Developers Private Ltd**, A Company incorporated under the Companies Act, 1956, having its registered office at: 7th Floor, 'Nitesh Timesquare', No. 8, Mahatma Gandhi Road, Bangalore – 560 001 Represented by its Authorized Signatory,herein below, (which term shall mean and include wherever the context so admits and permits his heirs, legal representatives, administrators, executors and assigns etc.,) **OF THE FIRST PART.**

:AND:

M/s. NITESH HOUSING DEVELOPERS PRIVATE LIMITED, a Private Limited Company incorporated under the Companies Act, 1956, having its Registered Office at 7th Floor, 'Nitesh Timesquare', No.8, M. G. Road, Bengaluru-560 001, having **CIN No._____**: represented by its **Authorized Signatory _____**, hereinafter referred to as the "**DEVELOPER**" (which term shall mean and include wherever the context so admits and permits its successors-in-interest and assigns, etc.,) **OF THE SECOND PART.**

IN FAVOUR OF:

MR._____, son of Mr._____ , aged about _____ years, having **PAN No: _____** residing at No._____
_____, (hereinafter referred to as the "**PURCHASER**", (which expression shall wherever the context so requires shall mean and include his heirs, executors, administrators, successors and permitted assigns) **OF THE THIRD PART;**

For Seller

For Developer

GPA Holder

Authorised Signatory

Purchaser

I. WHEREAS THE DEVELOPER REPRESENT THAT:

- A. WHEREAS**, the Seller herein is the full and absolute owner of all that property measuring 04 Acres 14 Guntas in Sy. No.174/4 and 175/2 of Kattigenahalli Village, Jala Hobli, Bangalore North Additional Taluk, Bangalore District, presently assessed for municipal property taxes by Bruhat Bangalore Mahanagara Palike and bearing BBMP Khata No.3/174/4, 175/2, Municipal Ward No.3, Bangalore, more fully described in the Schedule 'A' herein and hereinafter referred to as **"SCHEDULE 'A' PROPERTY"** for convenience.
- B. WHEREAS**, the Seller purchased the land measuring 3 Acres 32 guntas in Sy. No.175/2 from one Sri. C.N. Varadarajan under a Sale Deed dated 11.12.2002, registered as document No.8888/2002-03, in the Office of the Sub-Registrar, Yelahanka. Further the Seller purchased another piece of land measuring 22 1/4 guntas in Sy. No.174/4 from one Smt. Shashikala under a Sale Deed dated 28.09.2005, registered as document No. 6714/2005-06, in the Office of the Sub-Registrar, Yelahanka in all measuring 4 Acres 14 Guntas as described in Schedule 'A' Property. Thereafter the Seller applied for the change of land use from Agricultural to non agricultural purpose and got the land converted vide order dated 27.01.2009, bearing No.ALN.NA/JALA/SR:125/07-08 passed by the Special Deputy Commissioner, Bangalore District. The Seller started enjoying the Schedule 'A' Property as absolute Owner and the Schedule 'A' Property coming within the municipal jurisdiction of Bruhat Bangalore Mahanagara Palike, it was assessed for municipal property taxes and assigned with municipal No.3/174/4,175/2 and registered in the name of the Seller as Khatedar in its records vide Khata Certificate dated 11.12.2009 and the Seller herein started paying municipal property taxes regularly and up-to-date.
- C. WHEREAS**, the Seller being desirous of developing the Schedule 'A' Property into residential apartment building and commercial building, entrusted the same to the Developer herein in terms of a Joint Development Agreement dated 30.09.2009, registered as Document No.2256/2009-10 in Book-I and stored in C. D. No.JALD 53, in the Office of the Sub-Registrar, Jala, Bangalore and also executed a General Power of Attorney, registered as Document No.284/2009-10 in Book-IV and stored in C. D. No.JALD 53, in the Office of the Sub-Registrar, Jala, Bangalore, empowering the Developer to secure the required sanctions,

For Seller

For Developer

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licenses, permits, etc. for development of the Schedule 'A' Property and also for disposal of the same in terms of the agreements referred to above. The Developer undertook to develop the Schedule 'A' Property into residential apartment buildings and Commercial Building and agreed to sell the land area in Schedule 'A' Property and the built-up area proportionate to the ratios agreed to as detailed in the Joint Development Agreements.

D. WHEREAS, by virtue of the powers conferred upon, the Developer under the aforesaid Joint Development Agreement and the General Power of Attorney, the Developer secured a License and Plan sanctioned from Bruhat Bangalore Mahanagara Palike vide L. P. No. JDTP/LP/15/10-11 dated 06.08.2010. Accordingly the Seller and the Developer have evolved a scheme of ownership of residential apartments or units and Commercial Building being developed on site area of 17,604 **sq. mts.** consisting of 364 residential apartments in 6 Blocks, Club House and a small commercial area. Each residential block has a structure of 12 levels (G+11 Floors). 3 (three) Blocks namely Block D, Block E and Block F are complete and application for occupancy certificate has been made with the appropriate department. Further the 3 Blocks namely Block A, Block B and Block C are in the advanced stage of construction. The Seller and Developer have identified the proposed development in Schedule 'A' Property as **"NITESH COLUMBUS SQUARE" (Project)**.

E. WHEREAS, while approving the above sanctioned plan as mandated by the Bangalore Development Area, the Seller relinquished portion of Schedule-A property measuring an area of _____ **sq. mts.** for parks and open spaces and an area of _____ **sq. mts.**, towards road area in favour of Bangalore Development Authority vide registered Relinquishment Deed dated _____ bearing No. _____, in the office of the Sub Registrar, Bangalore.

F. WHEREAS the Sellers and Developer represented that they have identified the apartments/units and built-up areas etc., falling to their respective shares in **"NITESH COLUMBUS SQUARE"** being constructed by the Developer on Schedule 'A' Property and agreed that the Sellers and Developer are entitled to dispose of their respective shares and other entitlements of the built-up areas in their own names.

- G. WHEREAS,** the Purchaser/s herein is/are interested in constructing and owning an Apartment described in Schedule `B' hereunder (hereinafter referred to as the Schedule B Apartment) under construction in Schedule `A' Property.
- H. WHEREAS,** the Sellers and Developer have prior to this day provided the deeds and documents of title pertaining to Schedule `A' Property to the Purchaser/s to enable the latter to carryout legal due-diligence to its satisfaction about the title of the Sellers and Developer. The Purchaser/s has/have understood, evaluated and satisfied about the sanctions obtained by Developer, building plans, designs, specifications, quality of construction, concept, title, scheme of Developer etc., of '**NITESH COLUMBUS SQUARE**' as well as the suitability of the apartment for the permitted use and the conditions mentioned herein. The Purchaser/s has/have further confirmed that Purchaser/s has/have carefully read the conditions of the Agreement, and has/have understood his/her/its obligations and liabilities and limitations as set forth herein between the Developer and the Purchaser and all the facilities, amenities, specifications provided herein shall be final, notwithstanding any other communication, whether oral or documented that may have been made earlier.
- I. WHEREAS,** the Sellers has hence offered to sell Schedule `B' Property free from all encumbrances with right to build and own Schedule `B' Apartment and the Purchaser/s accepted the said offer and agreed to purchase the Schedule `B' Property with the right to build for consideration mentioned in Schedule `E' below and own Schedule `B' Apartment . The Sellers and Developer have agreed to convey Schedule `B' Property subject to Purchaser/s complying with the terms and conditions of this Agreement.
- J. WHEREAS,** Sellers and Developer represented that the Schedule `A' Property and Schedule `B' Apartments are part of the areas allotted to the share of the Developer and hence the consideration stipulated herein and all other amounts shall be payable by the Purchaser/s to the Developer under this Agreement.
- K.** 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 to be constructed, have been completed.

For Seller

For Developer

GPA Holder

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- L. The Developer has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority at No.____on _____
- M. The Purchaser herein being desirous of owning an apartment in the Project, in terms of the aforesaid scheme has approached the Developer to seek conveyance of a residential Apartment to be constructed on the Schedule A Property by the Sellers and also to get the apartment constructed by the Developer, the Sellers have agreed to convey a residential apartment to be constructed on the Schedule A Property more fully described in the Schedule B hereunder and hereinafter referred to as the “**Schedule B Apartment**”, having carpet area of ____ **sq. mts.** , and ____ **sq. mts.** of Balcony Area, type_____, on ____ Floor in _____[tower/block/building] no.("**Building**") along with _____covered / open parking space ad measuring_____ **sq. mts.** in the Basement / Stilt Floor / Ground Floor 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 (hereinafter referred to as the "**Apartment**" more particularly described in **Schedule B** hereunder and hereinafter referred to as the "**Apartment**". The Developer has agreed to construct for the Purchaser an apartment as per the plan sanctioned by the government authority. The Floor plan and the Master plan along with the Specifications of the Apartment which is provided by the Developer to the Purchaser/s is in detail defined in **Schedule 'D'** and '**F**' of this agreement respectively.
- N. The Purchaser upon being satisfied of the aforesaid scheme, the title of the Sellers to the Schedule A Property, the right of the Developer in relation to the Schedule B Property and upon being satisfied with the size, design, facilities and other specifications of the Apartment and title of the Schedule A Property, has agreed to purchase the Schedule B Property subject to the following terms and conditions.
- O. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- P. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.

For Seller

For Developer

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- Q.** 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.
- R.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Sellers and Developer hereby agree to sell and the Purchaser hereby agrees to purchase the Apartment and the garage/closed parking (if applicable) as specified in Para M.
- S.** In pursuance to the above and in consideration of Purchaser/s agreeing to make the payments as mentioned in Schedule E hereunder, the Sellers and Developer hereby agree to sell and the Purchaser/s agrees to Purchase the Schedule B Property subject to the terms and conditions, obligations & Covenants of Developer and the Purchaser appearing hereunder.

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

1. TERMS:

- 1.1. Subject to the terms and conditions as detailed in this Agreement, the Sellers and the Developer agree to sell to the Purchaser and the Purchaser hereby agrees to purchase, the Apartment as specified in Para M.

The Total Sale Consideration for the Apartment based on the carpet area is morefully described in the **Schedule "E"** herein below.

Explanation:

- a) The Total Sale Consideration in the Schedule "E" includes the booking amount paid by the Purchaser to the Developer towards the Apartment;
- b) The Total Sale Consideration above includes GST. In the event of any change in the taxation or if there are fresh levies, the total sale consideration will be modified

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accordingly and the same shall be payable by the Purchaser on demand. The Purchaser is aware and agrees that in accordance with the amendment brought about to the provisions of the Income Tax Act 1961 (Sec.194-1A), by the Ministry of Finance, Government of India, the Purchaser shall deduct the Tax at Source (TDS) at the applicable rate out of the total sale consideration payable to the Developer/Sellers and deposit the same to the Income Tax directly.

c) The Developer shall periodically intimate to the Purchaser, the amount payable as stated in (a) above and the Purchaser shall make payment within 15 (fifteen) days from the date of such written intimation.

d) The Total Sale Consideration is for the Apartment as described in Schedule B.

1.2. The Total Sale Consideration is not subject to any escalation. However, the Developer has estimated that the charges for providing connectivity between the BESCO grid and the project will be Rs..... per **sq. mts.** of the carpet area. Therefore, the Purchaser hereby agrees to pay if there is an increase on account of any charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time such as Karnataka State Pollution Control Board, Bangalore Electricity Supply Company, Bangalore Water Supply and Sewerage Board, Ministry of Environment and Forest, Bruhat Bangalore Mahanagara Palike, Bangalore Development Authority/ Labour Department etc. In the event that the actual expense of providing the aforesaid connectivity changes, the same shall be borne by the purchaser. The Developer undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost/charges imposed by the competent authorities, the Developer shall enclose the said notification/ order/rule/regulation to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments / as per law.

1.3. The Purchaser/s shall make the payment as per the payment plan set out in **Schedule 'E' ("Payment Plan")**.

1.4. It is agreed that apart from as stated in this Agreement, the Developer shall not make any additions and alterations in the sanctioned plans, layout plans and specifications

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and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Purchaser. Provided that the Developer may make such minor additions or alterations as may be required by the Purchaser/s, or such minor changes or alterations as per the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Rules made thereunder. Further, the developer will be providing the Stage wise construction schedule and details of development works as specified respectively in **Schedule 'H'** and **Schedule 'I'** as part of this agreement.

1.5. The Developer shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the Building is complete and the Occupancy Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total Sale Consideration payable for the carpet area shall be recalculated upon confirmation by the Developer. The carpet area agreed to be conveyed herein may/will be subject to 3% variation. If there is any reduction in the carpet area within the defined limit or less than 3% variation as stated above, then the Developer shall refund the excess money paid by Purchaser within Sixty (60) days. If there is any increase in the carpet area allotted to the Purchaser more than 3% variation as stated above, the Developer shall demand that from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per **sq. mts.** as agreed in Clause 1.2 of this Agreement

1.6. Subject to Clause 10.3 the Developer agrees and acknowledges, the Purchaser shall have the right to the Apartment as mentioned below:

- i. The Purchaser shall have exclusive ownership of the Apartment;
- ii. The Purchaser shall also have undivided proportionate share in the Common Areas. Since the share / interest of Purchaser in the Common Areas is undivided and cannot be divided or separated, the Purchaser 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 to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It

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is clarified that the Developer shall convey undivided proportionate title in the common areas to the association of Purchaser /s as provided in the Real Estate (Regulation and Development) Act, 2016;

- iii. That the computation of the Sale Consideration of the Apartment includes recovery of price of land, cost of construction of the Apartment and also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas, Corpus Fund/Sinking Fund, Club House Charges and includes cost for providing other facilities as provided herein. However, the price of the Apartment does not include the cost of Insurance for Title of land and Building as stipulated in Section 16(1) (i) of the Real Estate [Regulation and Development] Act, 2016 as the same is not in existence as on this day. Upon commencement of such Insurance for Title of land and building and the Developer obtaining the same, the Purchaser hereby consents that he shall pay his proportionate share of such cost of Insurance for title of land and building.

1.7. It is made clear that the Developer and the Purchaser agrees that the Apartment along with covered or open car parking space/garden areas / terrace areas shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser/s. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Purchaser/s of the Project.

1.8. The Developer agrees to pay all outgoings before transferring the physical possession of the apartment to the Purchaser/s, which it has collected from the Purchaser/s, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including project loan and interest on project loan or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Developer fails to pay all or any of the outgoings collected by it from the

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Purchasers or any liability, project loan and interest thereon before transferring the apartment to the Purchasers, the Developer agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

- 1.9. The Purchaser has paid a sum of Rs._____/ - (Rupees _____only) as booking amount being part payment towards the Total Sale Consideration of the Apartment at the time of application the receipt of which the Developer hereby acknowledges and the Purchaser hereby agrees to pay the remaining price of the Apartment as prescribed in the **Schedule "E"** Payment Plan as may be demanded by the Developer within the time and in the manner specified therein. Provided that if the Purchaser delays in payment towards any amount which is payable, he/she/they shall be liable to pay interest in accordance with the RERA Act and Rules made thereunder.

2. **MODE OF PAYMENT:-**

Subject to the terms of the Agreement and the Developer abiding by the construction milestones, the Purchaser shall make all payments, on demand by the Developer, within the stipulated time as mentioned in the Payment Plan through A/ c < __ >Payee cheque/demand draft or online payment (as applicable) in favour of the Developer payable at Bangalore.

3. **COMPLIANCE OF LAWS RELATING TO REMITTANCES.-**

- 3.1. The Purchaser, 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

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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 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. The Developer shall not be liable in any manner in this regard. The Purchaser shall keep the Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser 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 in favour of the Purchaser/s only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Purchaser 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 undertake not to object/demand/direct the Developer to adjust his payments in any manner.

5. TIME IS ESSENCE:-

Time is of essence for the Developer as well as the Purchaser. The Developer shall abide by the time schedule for completing the project and handing over the Apartment to the Purchaser and the common areas to the association of the Purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Developer as provided in Schedule "E" ("Payment Plan").

6. **CONSTRUCTION OF THE PROJECT OR APARTMENT:-**

The Purchaser has seen the specifications of the Apartment and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Developer hereinabove as mentioned in para D of the recitals. The Developer shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Developer undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed under the applicable law and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act.

7. **POSSESSION OF THE APARTMENT:-**

7.1. **Schedule for possession of the said Apartment:-**The Developer agrees and understands that timely delivery of possession of the Apartment or Plot is the essence of the Agreement. The Developer, based on the approved plans and specifications, assures to hand over possession of the Apartment on_____unless there is delay or failure due to war, civil commotion or act of God, flood, drought, fire, cyclone, earthquake, any other calamity caused by nature affecting the regular development of the real estate project, Any notice, order, rule notification of Government and / or other public or Competent Authority released / published / issued in respect of Schedule "A" Property, Non availability of steel, cement, other building material, water or electricity Supply, Non availability of Labours / Workmen etc., Any delay in issuing or granting any necessary permissions /NOC's / Certificates / Licenses from any Government / concerned Authorities or any other reason beyond the control of the Developer affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Purchaser agrees that the Developer shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented.

7.2. **Procedure for taking possession:-** The Developer, upon obtaining the Occupancy
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For Seller

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Certificate from the competent authority shall offer in writing the possession of the Apartment, to the Purchaser in terms of this Agreement to be taken within 2 (two) months from the date of issue of such notice and the Developer shall give possession of the Apartment to the Purchaser subject to Purchaser making the final due payment if any. The Developer agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer. The Purchaser agree(s) to pay the maintenance charges as determined by the Developer/association of Purchasers, as the case may be. The Developer on its behalf shall offer the possession to the Purchaser in writing within 90 days of receiving the occupancy certificate of the Project.

- 7.3. **Failure of Purchaser to take Possession of Apartment:-** Upon receiving a written intimation from the Developer as per clause 7.2, the Purchaser shall take possession of the Apartment from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the Apartment to the Purchaser. In the event of Second Party failing to take possession of the Apartment before expiry of the notice period mentioned in the aforesaid notice for handing over, the Second Party shall be liable to pay a sum of Rs. ____/- (Rupees ____ only) per sq. mts. of carpet area per month from the date of expiry of such notice on account of holding charges to the First Party. In case the Purchaser fails to take possession within the time provided in clause 7.2, such Purchaser shall continue to be liable to pay maintenance charges as applicable which will be in addition to the holding charges.
- 7.4. **Possession by the Purchaser:-** After obtaining the Occupancy Certificate and handing over physical possession of the Apartment to the Purchasers, it shall be the responsibility of the Developer to hand over the necessary documents and plans, including common areas, to the association of the Purchasers or the competent authority, as the case may be, as per the applicable laws.
- 7.5. **Cancellation by Purchaser:-** The Purchaser shall have the right to cancel/withdraw his allotment in the Project as provided in the Real Estate (Regulation and Development) Act, 2016. Where the Purchaser proposes to cancel/withdraw from the project without any fault of the Developer, the Developer herein is entitled to forfeit a

sum equivalent to 20% (Twenty Percent) of the Total Sale Consideration. The balance amount of money paid by the Purchaser excluding applicable taxes shall be returned by the Developer to the Purchaser within 60 days of such cancellation.

- 7.6. **Compensation:-** The Developer shall compensate the Purchaser in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Real Estate (Regulation and Development) Act, 2016; and the claim for compensation under this clause shall not be barred by limitation provided under any law for the time being in force.
- 7.7. Except for occurrence of a **Force Majeure event**, if the Developer fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Developer shall be liable, on demand to the Purchasers, in case the Purchaser wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate specified in the Rules within 60 days including compensation in the manner as provided under the Act. Provided that where if the Purchaser does not intend to withdraw from the Project, the Developer shall pay the Purchaser interest at the rate specified in the RERA Rules for every month of delay, till the handing over of the possession of the Apartment.

8. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER:-

The Developer hereby represents and warrants to the Purchaser as follows:

- (i) The Sellers have absolute, clear and marketable title with respect to the said Land, the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;

For Seller

For Developer

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- (iv) There are no litigations pending before any Court of law with respect to the Schedule Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;
- (vi) 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 created herein, may prejudicially be affected;
- (vii) The Developer has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Purchaser under this Agreement;
- (viii) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Apartment or Plot to the Purchaser in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Developer shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Purchaser and the common areas to the Association of the Purchasers;
- (x) The Schedule 'A' Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule 'A' Property;
- (xi) The Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities upto the date of

For Seller

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registration of Sale Deed;

- (xii) 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 Developer in respect of the said Land and/or the Project.

9. CHANGE OF NAME:

The Purchaser shall not subscribe to the change of the name of the development from **“NITESH COLUMBUS SQUARE”** to any other name and the Purchaser shall not also subscribe to the change of numbering of the Apartment.

10. EVENTS OF DEFAULTS AND CONSEQUENCES:-

- 10.1. Subject to the Force Majeure clause, the Developer shall be considered under a condition of Default, in the following events:
- (i) Developer fails to provide ready to move in possession of the Apartment to the Purchaser within the time period specified. For the purpose of this clause, **'ready to move in possession'** shall mean that the apartment shall be in a habitable condition which is complete in all respects;
 - (ii) Discontinuance of the Developer's business as a Developer on account of suspension or revocation of his registration under the provisions of the Real Estate (Regulation and Development) Act, 2016 or the rules or regulations made thereunder.
- 10.2. In case of Default by Developer under the conditions listed above, the Purchaser is entitled to the following:-
- (i) The Purchaser shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money excluding taxes paid by the Purchaser under any head whatsoever towards the purchase of the apartment, along with interest at the rate of State Bank of India highest marginal

For Seller

For Developer

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cost of lending rate plus 2(two) percent as specified in the Real Estate (Regulation and Development) Act, 2016 within Sixty(60) days of receiving the termination notice, Provided that where the Purchaser does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Developer, interest at the rate of State Bank of India highest marginal cost of lending rate plus 2(two) percent as specified in the Real Estate (Regulation and Development) Act, 2016, for every month of delay till the handing over of the possession of the Apartment.

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

- (i) In case the Purchaser fails to make payments for demands made by the Developer as per the Payment Plan annexed hereto or the demand raised from time to time, despite having been issued notice in that regard the Purchaser shall be liable to pay interest to the Developer on the unpaid amount at the rate of State Bank of India highest marginal cost of lending rate plus 2(two) percent as specified in the Real Estate (Regulation and Development) Act, 2016.
- (ii) In case if the Purchaser avails any financial assistance to pay the sale consideration agreed herein and the said Bank/ financial institute declaring the Purchaser as default under the Agreement between the Purchaser and the Financial Institute, then in that event the Purchaser shall be considered as a defaulter under this Agreement.
- (iii) In case of Default by Purchaser under the condition listed above, {except (ii) above wherein which the default will be determined as per the provisions of the agreement between the Purchaser and the Bank/ Financial institution} by the agreement continues for a period beyond 60 days after notice from the Developer in this regard, the Developer shall cancel the allotment of the Apartment in favour of the Purchaser and refund the amount money paid to him by the Purchaser after deducting a sum equivalent to 20% of the Total Sale Consideration and this Agreement shall thereupon stand terminated.

For Seller

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11. CONVEYANCE OF THE SAID APARTMENT.- The Developer, on receipt of complete amount of the Consideration of the Apartment under the Agreement from the Purchaser, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 2 (two) months from the issuance of the occupancy certificate. However, in case the Purchaser fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc., so demanded within the period mentioned in the demand letter, the Purchaser authorizes the Developer to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Developer is made by the Purchaser. The Purchaser 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).

12. MAINTENANCE OF THE SAID BUILDING OR APARTMENT OR PROJECT:-

12.1. The Developer shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the Purchasers. The Purchaser hereby agrees and acknowledges that the Developer or any of its nominees shall maintain the Project for a minimum period of 1(One) year or till handing over of the maintenance to _____Owners' Association whichever is earlier. The Purchaser shall bear proportionate expenses for maintenance of all the common amenities, areas and facilities in the Project along with the other occupants. The Purchaser shall not have any objection to the Developer appointing any agency to maintain all the common areas and facilities in Project for a period of one year or till handing over of the maintenance to _____Owners' Association whichever is earlier.

12.2. The Purchaser hereby further confirms and declares and agrees to abide by the rules and regulations that may be drawn for the purpose of use and maintenance of the Club House.

12.3. The Purchaser shall become member of the owner's association of residential

For Seller

For Developer

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apartments in the Project, as and when the same is formed and strictly adhere to the rules and regulations that may be prescribed for the use and enjoyment of the common areas and common facilities within the Project;

- 12.4. The Purchaser shall not default in payment of any taxes or levies to be shared along with the other owners/occupants of the Project;

13. DEFECT LIABILITY.-

- 13.1. The Developer expressly agrees to remove any structural defect in the said Apartment or the building in which the Schedule Apartment is situated or any defect on account of workmanship, quality and provision of Services within a period of 5 years from the date of possession of the Schedule Apartment, the Developer shall rectify the same at its own cost within the reasonable time required to rectify such defects. In the event of Developer's failure to rectify such defects within such time, the aggrieved Purchasers shall be entitled to receive appropriate compensation in the manner as provided under the Real Estate (Regulation and Development) Act, 2016.

- 13.2. The word defect herein means only the construction defects caused on account of willful negligence on the part of the Developer and shall not mean defects caused by normal wear and tear, negligent use of the said Apartment by the occupants vagaries of nature etc. Defect in fittings and fixture are not included therein.

- 13.3. It is further agreed that the Purchaser/s shall not carry out any alterations whatsoever in the Schedule Apartment or in the fittings therein, in particular it is hereby agreed that the Purchaser/s shall not make any alterations in any of the RCC structure, fittings, pipes, water supply connections or any other erection in the bathroom, toilet, WC, terrace, etc., In the event if such works are carried out by the Purchaser/s or any heavy load are stored in the said Apartment, balcony, terrace etc., by the Purchaser/s the Developer's liability including the defect liability automatically shall become void and the Purchaser alone shall be responsible for it. Further, the Purchaser/s will be liable to pay for the damages, if any, to the other Purchaser/s of the building caused due to this Purchaser's negligent act and the Developer shall not be liable for the same.

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- 13.4. The Developer has agreed to provide certain electric, electronic and mechanical equipments manufactured by third party as part of specifications / amenities inside the Schedule Apartment as well as in the said project such as security system, intercom system, lifts, Generators, Geyser/Boiler, Mechanical car parking unit, Windows or any other electrical equipments etc., of the quality and standard as agreed in the specifications. The warranty and Guarantee of these Electronic and Mechanical equipments will be as per the manufacturer's policies, thus the Developer will not be liable to include these electronic and mechanical equipments under Developer's Defect Liability Obligation.

14. **RIGHT TO ASSIGN:**

The Purchaser shall not assign/transfer his/her/their interest under this Agreement till the date of making all payments in terms of this agreement and execution and registration of the Deed of Conveyance in its favour, without the prior written consent of the Developer. It is explicitly made clear that the Developer is not obligated to give its consent for any assignment by the Purchaser as this contract is exclusive in nature. Further, it is also made clear that in the event the Developer gives its consent for assignment of Purchaser's interest in this Agreement, it shall be entitled to charge at the rate of 2% of the total sale consideration excluding GST or other Taxes as administrative charges/transfer fee for giving such consent.

15. **RIGHT OF PURCHASER TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES.-**

The Purchaser hereby agrees to purchase the Apartment on the specific understanding that his/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of Purchasers (or the maintenance agency

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appointed by it) and performance by the Purchaser of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of Purchasers from time to time.

16. **RIGHT TO ENTER THE APARTMENT FOR REPAIRS:-** The Developer or maintenance agency or association of Purchasers shall have rights of unrestricted access of all Common Areas, garages/closed parkings and parking spaces for providing necessary maintenance services and the Purchaser agrees to permit the association of Purchasers and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.
17. **USAGE:-** Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the (*project name*), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Purchaser shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the maintenance agency or the association of Purchasers formed by the Purchasers for rendering maintenance services.
18. **GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:-** Subject to Clause 13 above, the Purchaser shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Purchaser further undertakes, assures and guarantees that he/she would not put any sign-board / name-

plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Purchasers shall also not change the color scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser shall not store any hazardous or combustible goods in the Apartment or Plot or place any heavy material in the common passages or staircase of the Building. The Purchaser shall also not remove any wall, including the outer and load bearing wall of the Apartment. The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the association of Purchasers and/or maintenance agency appointed by association of Purchasers. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

19. COMPLIANCE OF LAWS, NOTIFICATIONS ETC., BY PURCHASER:-

The Purchaser is entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Purchaser hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said 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.

20. ADDITIONAL CONSTRUCTIONS:- The Developer undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) except for as provided in this agreement and in the Real Estate (Regulation and Development) Act/Rules.

21. BINDING EFFECT:- Forwarding this Agreement to the Purchaser by the Developer does not create a binding obligation on the part of the Developer or the Purchaser until,

For Seller

For Developer

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firstly, the Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within thirty (30) days from the date of receipt by the Purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Developer within ____ days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Purchaser for rectifying the default, which if not rectified within thirty days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and the Developer shall forfeit ____% of amount paid by the purchaser to the developer in connection therewith and refund the balance if any to the Purchaser within 60 days of such intimation by the developer to the purchaser for rectifying the purchaser's default.

22. **ENTIRE AGREEMENT.-** This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment, as the case may be.
23. **RIGHT TO AMEND:-** This Agreement may only be amended through written consent of the Parties.
24. **PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER OR SUBSEQUENT ALLOTTEES:-** It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchasers of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.
25. **WAIVER NOT A LIMITATION TO ENFORCE.-**
- 25.1. The Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Purchaser in not making payments

For Seller

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as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Purchaser that exercise of discretion by the Developer in the case of one Purchaser shall not be construed to be a precedent and /or binding on the Developer to exercise such discretion in the case of other Purchasers.

- 25.2. Failure on the part of the Developer to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

26. SEVERABILITY:-

If any provision of this Agreement shall be determined to be void or unenforceable under the Real Estate (Regulation and Development) Act, 2016 or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:-

Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(s) in Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments in the Project.

28. FURTHER ASSURANCES:-

For Seller

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

29. PLACE OF EXECUTION:-

The execution of this Agreement shall be complete only upon its execution by the Developer through its authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Developer and the Purchaser, in Bangalore after the Agreement is duly executed by the Purchaser and the Developer or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Bangalore. The custody of the original Agreement shall vest with the Purchaser herein.

30. NOTICES:-

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

_____ Name of Purchaser

_____ (Purchaser Address)

M/s. NITESH HOUSING DEVELOPMENT PVT. LTD.,

Level 7, Nitesh Timesquare,

No. 8, M.G.Road,

Bangalore 560 001,

It shall be the duty of the Purchaser and the Developer to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above

address shall be deemed to have been received by the Developer or the Purchaser, as the case may be.

31. JOINT PURCHASERS:-

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

32. 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. The Courts in the City of Bangalore shall have supervisory jurisdiction in respect of any disputes arising under this Agreement.

33. DISPUTE RESOLUTION.-

- (i) All or any disputes arising out of 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 Real Estate (Regulation and Development) Act, 2016.
- (ii) That apart from the parties to this Agreement shall have the right to enforce the specific performance of this Agreement at the cost of the defaulting party. For the purpose of this clause, the Sellers and the Developer shall be treated as one party and the Purchaser shall be treated as the other party. The Courts in the City of Bangalore shall have supervisory jurisdiction in respect of any disputes arising under this Agreement.

SCHEDULE 'A' PROPERTY

For Seller

For Developer

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All that piece and parcel of immovable converted land in Survey No. 174/4 measuring 22 Guntas and Survey No. 175/2 measuring 3 Acres 32 Guntas, in all measuring 4 Acres 14 Guntas, presently bearing Municipal Khata No. **3/174/4, 175/2** situated at Kattigenahalli Village, Jala Hobli, Bangalore North Additional Taluk, Bangalore District, and bounded as follows:

East : Property bearing Sy. No.176 and 177
West : Property bearing Sy. No. 175/1,174/3 and 174/2
North : Remaining Portion of Sy. No. 174/4 and
South : Road

SCHEDULE 'B' PROPERTY

All that < **Unit Type**> Residential Apartment bearing No._____, in _____**Floor of Block '___'** in the project '**NITESH COLUMBUS SQUARE** to be built in Schedule 'A' Property and apartment measuring _____ **sq. mts. of Carpet area**, _____ **sq. mts. of Balcony area** and _____ **sq. mts. of proportionate share in common areas** such as passages, lobbies, lifts, staircases and other areas of common use together with right to use _____ **Car Parking Space**.

SCHEDULE-C:

RIGHTS AND OBLIGATIONS OF THE PURCHASER/S

RIGHTS OF THE PURCHASER/S:

The Purchaser/s shall have the following rights in respect of the Schedule 'B' Apartment to be constructed thereon;

1. The right to construct and own an Apartment described in the Schedule 'B' above for residential purposes.
2. The right and liberty to the Purchaser/s and all persons entitled, Authorised or permitted by the Purchaser/s (in common with all other persons entitled, permitted or

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For Seller

For Developer

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Authorised to a similar right) at all times, and for all purposes, to use the staircases, passages and common areas in the Building for ingress and egress and use in common.

3. The right to subjacent, lateral, vertical and horizontal support for the Schedule 'B' Apartment from the other parts of the Building.
4. The right to free and uninterrupted passage of water, gas, electricity, sewerage, etc., from and to the Schedule 'B' Apartment 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 Building or any part thereof.
5. Right to lay cables or wires for Radio, Television, Telephone and such other installations, in designated part of the Building, however, recognising and reciprocating such rights of the other Apartment Owners.
6. Right of entry and passage for the Purchaser/s with/without workmen to other parts of the Building at all reasonable times after notice to enter into and upon other parts of the Building for the purpose of repairs to or maintenance of the Schedule 'B' Apartment or for repairing, cleaning, maintaining or removing the sewer, drains and water courses, cables, pipes and wires causing as little disturbance as possible to the other Apartment Owners and making good any damage caused.
7. Right to use along with other owners of Apartments all the common facilities provided therein on payment of such sums as may be prescribed from time to time by the Developer and/or the Agency appointed by the Developer.
8. Right to use and enjoy the common roads, common areas and parks and open spaces and common facilities in **"NITESH COLUMBUS SQUARE"** in accordance with the purpose for which they are provided without endangering or encroaching the lawful rights of other owners/users.
9. Right to make use of all the common roads and passages provided in Schedule 'A' Property to reach the building in Schedule 'A' Property without causing any obstruction for free movement therein.
10. The Purchaser/s shall be entitled in common with the Purchasers of the other apartment/s in the building, to use and enjoy the common areas and facilities listed hereunder:
 - a. Entrance lobbies, passages and corridors;
 - b. Lifts/pumps/generators;

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Purchaser

- c. Staircases and driveways in the basement, roads and pavements;
- d. Common facilities, subject to compliance of rules, regulations and byelaws.

11. CLUB HOUSE:

- (i) The Developer is providing Club House for the use and enjoyment of all owners/occupants in Schedule 'A' Property, which shall form part of "**NITESH COLUMBUS SQUARE**" and Purchaser/s shall be eligible to utilize the facilities (mentioned below) available in the Club according to the terms and conditions and payment of the amount prescribed by the Developer or Agency appointed by Developer to run and manage the Club or the _____ Owners' Association.
- (ii) The Developer while managing the Club House shall have a right of ingress and egress to the Club and other facilities through the common roads/driveways/passages in the "**NITESH COLUMBUS SQUARE**" by themselves and by their agents, servants, members, invitees, guests, visitors authorized/permitted by them.
- (iii) The Purchaser/s as long as he/she/they remain occupant of the apartment/built spaces in "**NITESH COLUMBUS SQUARE**", shall be entitled to use the "Club" subject to (i) strict observance of the rules of the Club, framed by the Developer, their agents/assigns or the _____ Owners' Association, from time to time; (ii) and are entitled for the following:-
 - (a) The Purchaser and in case of more than one Purchaser, any one of them is entitled to be enrolled as member of the Club on payment of admission fee prescribed by the Developer.
 - (b) Membership of the Club entitles a member to use and enjoy the facilities as the Club, subject to strict observance of rules framed by the Developer and their agents/assigns. The spouse and his/her immediate family members are entitled to use the facilities in the club as dependent members.
- (iv) The facilities of the Club are available for the benefit of the Purchaser/s of the Apartments in "**NITESH COLUMBUS SQUARE**" and in the event of transfer of

ownership, the transferee will be entitled to the benefits of the Club and the transferor shall cease to be the member of the Club. The amenities of the project are as mentioned in Schedule 'G'

OBLIGATIONS ON THE PURCHASER/S:

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

1. The Purchaser/s shall be bound by the following obligations:-
 - a. Not to raise any construction in addition to that mentioned in Schedule 'B' above.
 - b. Not to use or permit the use of Schedule 'B' Apartment in a manner which would diminish the value or the utility therein.
 - c. Not to use the space left open after construction in Schedule 'A' Property or in **"NITESH COLUMBUS SQUARE"** for parking any vehicles or to use the same in any manner which might cause hindrance to or obstruct the free movement of vehicles parked in the parking spaces or for users of adjoining properties.
 - d. Not to default in payment of any taxes or levies to be shared by the other apartment owners of the Schedule 'A' Property.
 - e. Not to decorate or modify the exterior part of the building to be constructed other than as per the plan sanction.
2. The Purchaser/s shall pay at the time of registration of Sale Deed pay the Sinking Fund to Developer, which will be utilised for the major maintenance works in **"NITESH COLUMBUS SQUARE"**

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3. The Purchaser/s and other owners of Apartments in the said building shall pay such sums as are required by the Developer/maintenance company or the Owners' Association as the case may be towards maintenance and management of the common areas and facilities in the building and in Schedule 'A' Property (subject to further revision from time to time) for the maintenance and management of the common areas and facilities and any deficit shall be made good by the Purchaser/s in proportion to the area of the Schedule 'B' Apartment.
4. It is hereby clarified and agreed that the expenses relating to common areas and common facilities shall be borne by the actual users of the Apartment. However, it is the primary responsibility of Purchaser/s to pay the same.
5. No apartment owner including Purchaser/s can get exempted from liability for contribution towards common expenses by waiver of the use or enjoyment of any common areas and facilities or by abandonment of apartment and/or facilities in Schedule 'A' Property.
6. The Purchaser/s in the event of leasing the Schedule 'B' Apartment shall keep informed the Developer or Agency maintaining the common areas about the tenancy of the Schedule 'B' Apartment and giving all the details of the tenants and occupants. Upon leasing, only the tenant/lessee shall be entitled to make use of the club facilities in the place of Purchaser/s as Temporary Members on payment. 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 the responsibility of the Purchaser/s to ensure that the tenant/lessee follows all the rules and regulations that may be prescribed for the occupants of the buildings in **"NITESH COLUMBUS SQUARE"**.
7. The Purchaser/s shall use the apartment as a private residence and the car-parking space for parking a light motor vehicle and not for any other purpose. The parking space specifically allotted to 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

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the parking space or enclose the same or use/convert it for any purpose other than as car parking space.

8. The Purchaser/s shall maintain the front elevation and the side and rear elevations of the apartment, in the same form as the Developer constructs and not at any time alter the said elevation in any manner whatsoever.
9. The Purchaser/s shall from the date of handing over possession, maintain the apartment at his/her/their cost in a good and tenable repair and condition and shall not do or suffer to be done anything in or to the said apartment and/or common passages, which may be against the rules and bye-laws of the Bruhat Bangalore Mahanagara Palike or Bangalore Development Authority or any other authority. The Purchaser/s shall keep the apartment, walls, floor, roof, drains, pipes and appurtenances thereto belonging in good condition so as to support, shelter and protect the parts of the entire building and shall not do any work which jeopardises the soundness or safety of the building or the property or reduce the value thereof or impair any easement or hereditament and shall not add any structure or excavate any basement or cellar. The Purchaser/s shall promptly report to the Developer or Maintenance Company as the case may be, of any leakage/seepage of water/sewerage and the like through the roof/floor/wall of the said apartment and especially with regard to the external and common walls shared by the Apartment Owners.
10. It is a specific term and condition of this Agreement and of the rights to be created in favour of the prospective Purchasers in the building and in the said apartment that:
 - a. The name and/or apartment number of the Purchaser/s shall be put, in standardised letters and colouring only at the location/board that may be designated by the Developer or the Owners Association at a place earmarked for the said purpose and at the entrance door of the particular Apartment but at no other place in the building and the number shall not be altered.
 - b. No sign board, hoarding or any other logo or sign shall be put up by the Purchaser on the exterior of the building or on the outer wall of the apartment.

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For Developer

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- c. The Purchaser/s shall not alter the colour scheme of the exterior of the building or of the exterior lobby wall of the said apartment though the Purchaser shall be entitled to select and carry out any decoration/ painting of the interior of the said apartment.
- d. The Purchaser/s shall not do anything that may adversely affect the aesthetic appearance/beauty of the building, nor do anything in the Property which may cause any nuisance or obstruction or hindrance to the other owners.
11. 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 for duly implementing the terms and intent of this Agreement.
12. The Purchaser/s is/are aware that the exclusive right of use of car parking space in Basement level/Ground Level will be allotted by the Developer to the various Apartment Owners and that the right of use so allotted shall vest solely in the respective Apartment Owner to whom it is allotted. The Purchaser/s shall have no objection to such right of use being allotted. It is, however, clearly understood that such right of use shall not vest in the Purchaser/s any title to the land earmarked as Car Parking Space.
13. The Developer will provide to the Purchaser/s access from the driveways/ internal roads to the building where Schedule 'B' Apartment is situated.
14. The cost of repairing and maintaining the internal/feeder/ access and drive-ways will be borne and paid proportionately by the Purchasers of apartments comprised in **"NITESH COLUMBUS SQUARE"**.
15. The Purchaser/s shall keep the apartment, walls, floor, roof, drains, pipes and appurtenances thereto belonging in good condition so as to support, shelter and protect the parts of the entire building. The Purchaser/s shall carry out at his/her/their own cost such repairs and maintenance to water lines, sewerage lines and the like in the said Apartment in the event of there being any complaint from the Apartment Owners below

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or above or adjoining of leakage/ seepage of water, sewerage and the like through the roof/floor/wall of the said apartment of the Purchaser/s.

16. The Purchaser/s shall not object for use of Common Road/Drive way/Passage in the Schedule 'A' Property for making use of the same by the Owners/Occupants/Users of the balance portions of the property in Schedule 'A' above.

17. The Purchaser/s of apartments in **"NITESH COLUMBUS SQUARE"** and/or in respective Blocks shall not at any time cause any annoyance, inconvenience or disturbance or injury to the occupiers of other apartments and parking spaces in the building and Purchaser/s specifically shall not:-

- a. Close the lobbies, stairways, passages and parking spaces and other common areas.
- b. Make any structural alterations or fresh openings inside the apartment.
- c. Default in payment of any taxes or levies to be shared by the other owners of the Schedule "A" Property or common expenses for maintenance of the building.
- d. Create nuisance or annoyance or damage to other occupants and owners by allowing pounding, running machinery and causing similar disturbances and noises.
- e. Install machinery, store/keep explosives, inflammable/prohibited articles which are hazardous, dangerous or combustible in nature.
- f. Use the common corridors, stair cases, lift lobbies and other common areas either for storage or for use by servants at any time.
- g. Bring inside or park in the Schedule "A" Property any lorry or any heavy vehicles.
- h. Use the apartment or portion thereof for purpose other than for residential purposes and not to use for any illegal or immoral purposes.
- i. Drape clothes in the balconies and other places of building.
- j. Enter or trespass into the Parking Areas, Garden areas and Terrace Areas not earmarked for general common use.
- k. Throw any rubbish or used articles in Schedule "A" Property other than in the Dustbin provided in the property.
- l. Undertake any interior decoration work or additions, alterations inside the apartment involving structural changes without prior consent in writing of the Developer.

For Seller

For Developer

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Purchaser

- m. Create any nuisance or disturbance or misbehave in the matter of enjoying the common facilities provided to all the apartment Owners in the building or **"NITESH COLUMBUS SQUARE"**
- n. Refuse to pay such sums as are demanded for use and enjoyment of common facilities in **"NITESH COLUMBUS SQUARE"**
- o. Trespass into other residential buildings in **"NITESH COLUMBUS SQUARE"** or misuse the facilities provided for common use.
- p. Use the Schedule 'B' Property as a transit apartment or service apartment and should not be let out/permit to use the same on daily/weekly/fortnightly basis.
- q. Use the Schedule 'B' Property for training any skill or art or occupation or conduct any teaching classes.
- r. Put up any construction in the parking space or enclose the same or use for any purpose other than Car Parking Space;

18. The use of the club house, swimming pool and other facilities by the Purchaser/s during tenure of membership shall be without causing any disturbance or annoyance to the fellow users and without committing any act of waste or nuisance which will affect the peace and tranquility of the place and shall not default/refuse/avoid paying the subscription and other charges for the use of the facilities therein.

19. 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.

20. 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 rules and regulations for garbage disposal as may be prescribed by the Developer or Agency maintaining the common areas and facilities in **"NITESH COLUMBUS SQUARE"**.

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21. The Purchaser/s shall not keep any cattle/live stock in the Schedule 'B' Apartment or in Schedule 'A' Property and Purchaser/s shall keep all the pets confined within the Schedule 'B' Apartment and shall ensure that the pets do not create any nuisance/disturbance to the other owners/occupants in the building.
22. The Purchaser/s shall maintain at Purchaser's cost the said Apartment and Parking Space in good condition, state and order and shall abide by all the laws and regulations of the Government, Corporation of the City of Bangalore, Bangalore Development Authority, City Municipal Council and any other duly constituted authority from time to time in force, and answer and be responsible for all notices or violations and of any of the terms and conditions in this Agreement, from the date of execution of the sale deed.
23. The Purchaser/s shall not use the Apartment/Parking Space/Garden/ Terrace or permit the same to be used for any purpose which in the opinion of the Developer and/or Association on its formation to cause nuisance or annoyance to occupiers of the other Apartment/Parking Space/Garden/Terrace in the said building to the Owners or occupiers of the neighboring buildings and/or properties nor use the same for any illegal or immoral purposes, nor use the parking space for any other purpose except for parking light motor vehicles and should not construct any barrier enclosing the allotted parking space.
24. The Purchaser/s shall use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in Schedule 'A' Property and in the Apartment Building in common with the other Apartment Owners and to permit free passage of water, sanitary, electricity and electrical lines, through and along the same or any of them and to share with the other Apartment Owners the cost of maintaining and repairing all common amenities such as common accesses staircases, lifts, generator, etc., and to use the same as aforesaid and/or in accordance with the Rules, Regulations, Bye-Laws and terms of the Association as and when formed by or among the Apartment Owners in the Building.

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25. The Purchaser/s shall permit the Developer and/or Maintenance Company and/or their agents with or without workmen at all reasonable times to enter into and upon the Apartment/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 apartment 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 Apartment/Parking space or other common areas of the building or to the occupiers of such Apartment/Parking space as the case may be who have defaulted in paying the share of the water, electricity and other charges.
26. The common areas and facilities shall remain undivided and no apartment owner including Purchaser shall bring any action for partition or division of any part thereof. Further the Purchaser/s shall not seek partition of undivided share in the Schedule 'A' Property.
27. The Purchaser/s can make use of the common areas and facilities in accordance with the purpose for which they are intended without hindering or encroaching upon the lawful rights of other apartment owners in the Block and/or in **"NITESH COLUMBUS SQUARE"**.
28. The Purchaser/s shall pay to the Developer or maintenance company or as the case may be the following expenses in proportion to his/her/their share in Schedule "A" Apartment.
- a. Expenses for maintenance of lifts, pump sets, generators and other machineries, sanitary and electrical connections in the building and in **"NITESH COLUMBUS SQUARE"** including the cost of AMC's for these equipments;
 - b. Electricity consumption charges for running all common services and lighting the common areas, basement and all open areas and water consumption charges of buildings and for facilities in **"NITESH COLUMBUS SQUARE"**.
 - c. Cost of replacement of electrical fittings and bulbs in all common areas, corridors, basement and open places;

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- d. Expenses for maintenance of the buildings and the land surrounding thereto, white washing and color washing of common areas, roads, developments, club house, external areas and the compound;
- e. Expenses incurred in the maintenance of landscape, Gardens, pots and other plants in Schedule 'A' Property;
- f. Salaries and wages payable to the property manager, security guards, lift operators, plumbers, electricians, gardeners, pumps and generator operators and all other staff appointed;
- g. Such other expenses which are common in nature and not attributable any unit in particular but relates to the development in Schedule 'A' Property in general.
- h. All taxes payable, service charges and all other incidental expenses in general.

SCHEDULE-D - FLOOR PLAN & MASTER PLAN OF THE APARTMENT

SCHEDULE-E - PAYMENT PLAN BY THE PURCHASER

SCHEDULE-F - SPECIFICATION OF THE APARTMENT

SCHEDULE-G - AMENITIES OF THE PROJECT

SCHEDULE-H - STAGE WISE CONSTRUCTION SCHEDULE

SCHEDULE-I - DETAILS OF DEVELOPMENT WORKS

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

Purchaser: (including joint
Purchaser)

(1)
(2)

At _____ On _____ in the presence of:

For Seller

For Developer

Please affix
photograph
and sign
across the
photograph

Please affix
photograph
across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED

Seller:

Please affix

photograph and sign

(Authorized Signatory)

across the

SIGNED AND DELIVERED BY THE WITHIN NAMED

Developer:

(Authorized Signatory)

WITNESSES:

I.	Signature	Name	Address
2.	Signature	Name	Address

DISCLAIMER: This agreement is only a draft for the purposes of understanding the project and should not be treated as the final agreement of sale. Further, the clauses hereinabove shall be subject to alterations/ modifications as per the mutual understanding between the Parties respectively, including but not limited to any inadvertent errors.

For Seller

For Developer

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GPA Holder

Authorised Signatory

Purchaser