

AGREEMENT FOR SALE

FOR

AURIGA

**360/A, Amarjyothi, HSBC Layout Lane
Opp. Dell Office, Inner Ring Road, Domlur 1st Stage
Bangalore- 560071**

Name _____

Address _____

Unit No. _____

AGREEMENT FOR SALE

This **AGREEMENT FOR SALE** (“**Agreement**”) entered at Bangalore on the Date specified in **Part 1 of Annexure 1** attached hereto.

BY AND BETWEEN

WINGS ECO HOMES PRIVATE LIMITED (formerly known as WINGS APPARELS PRIVATE LIMITED), a company incorporated under the Companies Act, 1956, having its registered office at Unit No. 110/114, Building #4, Mittal Industrial Estate, Marol, Andheri East, Mumbai – 400 059, represented herein by its authorized signatory, Mr. Sanjay Mittal (hereinafter referred to as the "**Vendor**", which expression shall, wherever the context so requires or admits, mean and include, its successors-in-title, administrators and assigns) of the **FIRST PART**;

AND

The persons named in Part 2 of Annexure 1 hereto (hereinafter referred to as the "**Purchaser/s**" which expression shall, wherever the context so requires or admits, mean and include, his/her/their respective heirs, executors, administrators and permitted assigns) of the **SECOND PART**.

WHEREAS:

- A.** The Vendor is the sole and absolute owner of all that piece and parcel of lands set out in **Schedule A** hereto, hereinafter referred to as the "**Land**" or "**Schedule A Property**";
- B.** The Vendor acquired title to the Land under the Sale Deed dated 3.12.2011, registered as Document No. INR-1-01091/2011-12 in Book I (stored in CD No. INRD30) in the office of the Sub-Registrar of Shivaji Nagar (Indiranagar);

Vendor

Purchaser

- C. The Vendor has formulated a plan for development of the Land as a multi-storied residential apartment complex named 'AURIGA' ("**Project**");
- D. The Vendor has also obtained from BBMP approval for the buildings comprised in the Project, vide its sanction bearing No. Addlcom(W)/02/LP/0085/13-14 dated 5.5.2013. The said approved building plans in respect of development of the Project is hereinafter referred to as the "**Approved Plans**";
- K. The Vendor has informed the Purchaser that the Approved Plans would stand modified from time to time at the discretion of the Vendor without affecting the constructed area which the Purchaser is entitled to get constructed and own under and in terms of this Agreement;
- L. The common areas and common amenities proposed to be provided by the Vendor in the Project is listed in **Annexure 2** attached hereto and are hereinafter all that together referred to as the "**Common Areas and Common Amenities**"; The Purchaser is aware that the common amenities and facilities planned under this development are subject to technical feasibilities and grant of approvals from competent authorities;
- M. The Purchaser having scrutinized and being satisfied with the title of the Vendor to Schedule A Property being good and marketable, the Approved Plans and the Scheme that has been formulated by the Vendor for the Project, has offered to purchase a residential unit in the Project ("**Unit**") together with proportionate undivided interest in Schedule A Property and Car Parking Space. The Unit, proportionate undivided interest in Schedule A Property and Car Parking Space offered to be purchased by the Purchaser is more fully described in Schedule B hereto and hereinafter referred to as "**Schedule B Property**"; and
- N. The Parties are entering into this Agreement to record their understanding on the terms and conditions on which the Vendor shall convey and the Purchaser shall purchase Schedule B Property and matters related and incidental thereto.

NOW THEREFORE, THIS AGREEMENT WITNESSES AND IT IS HEREBY AGREED TO BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- 1.1 Headings in this Agreement are inserted for convenience only and shall not be used in its interpretation.
- 1.2 In this Agreement, (including the Recitals above) unless the context clearly indicates a contrary intention, a word or an expression, which denotes a

Vendor

Purchaser

natural person shall include an artificial person (and vice versa), any one gender shall include the other genders, the singular shall include the plural (and vice versa) and the following words and expressions shall bear the meaning assigned to them below (and cognate words and expressions shall bear corresponding meanings).

- 1.2.1 “**Advance**” shall have the meaning ascribed to in **Clause 3.2** below;
- 1.2.2 “**Applicable Laws**” means all laws, ordinance, statutes, rules, orders, decrees, injunctions, licenses, permits, approvals, authorizations, consents, waivers, privileges, agreements and regulations of any Governmental Authority having jurisdiction over the relevant matter as such are in effect as of the date hereof or as may be amended, modified, enacted or revoked from time to time hereafter;
- 1.2.3 “**Approved Plans**” shall have the meaning ascribed to in **Recital D** above;
- 1.2.4 “**Association of Owners**” shall mean the association of owners of all Units in the Project that may be formed by the Vendor in terms hereof;
- 1.2.5 “**BBMP**” shall mean Bruhat Bangalore Mahanagara Palika;
- 1.2.6 “**BDA**” shall mean Bangalore Development Authority;
- 1.2.7 “**Car Parking Space**” shall mean car parking space allotted by the Vendor in terms of this Agreement to the Purchaser and specified in the Sale Deed;
- 1.2.8 “**Common Areas and Common Amenities**” shall mean the common areas and common amenities provided in and for the use of the Project and shall have the meaning ascribed to in **Recital L** above;
- 1.2.9 “**Developer’s Intellectual Property**” shall bear the meaning ascribed thereto in **Clause 10.8.6** hereof;
- 1.2.10 “**Due Date**” in relation to any amount or amounts payable by the Purchaser to the Vendor under this Agreement shall mean the date specified in this Agreement for such payment after expiry of grace period, if any, provided therefor in this Agreement;
- 1.2.11 “**FAR**” shall have the meaning ascribed to it in Clause 3.4 of Chapter 3 of Volume III of the Revised Master Plan 2015 issued by BDA;
- 1.2.12 “**Force Majeure Event**” shall mean any act, event or circumstance or a combination thereof (a) which is beyond the reasonable control of the Vendor, (b) which the Vendor could not have prevented by the exercise of reasonable skill and care, and (c) any consequences of which, prevents or delays, in whole

or in part, the performance of the Vendor's obligations under this Agreement. Force Majeure Event shall include:

- (i) flood, cyclone, lightning, storm, tidal wave, hurricane tornado, earthquake, landslide, epidemic or other acts of God;
- (ii) war (whether declared or not), invasion, armed conflict, hostile act of foreign enemy, blockade, embargo, a revolution, riot, insurrection, civil commotion, or act of terrorism war, riot, civil war, blockade, insurrection;
- (iii) non-availability of steel, cement, other building materials, etc. including but not limited to water supply, electric supply, etc.;
- (iv) explosion, accident, blockade, embargoes, sabotage, breakage or breakdown of facilities or plant or equipment, structural collapse, failure or for defect in major forging or castings or other items of major equipment which require protracted time to obtain, the place of repair, or chemical contamination;
- (v) a crash, a shipwreck, train wrecks or failures or delays of transportation;
- (vi) strikes, lockouts, work to rule actions, go slows or similar labour difficulties that in any way affect the construction of the Project;
- (vii) acts of Governmental Authority occurring after the date of this Agreement, including any acquisition or requisition of the Land and/or the Project or any portion thereof, the effect of which would prevent, delay or make unlawful the Vendor's performance herein;
- (viii) disruptions, challenges and placement of legal and traditional impediments in any manner whatsoever by the Purchaser or any person who has agreed to purchase/already purchased any property in the Project or by third party notwithstanding the granting of any and all approvals by any governmental, municipal or other competent authority which delays or materially adversely affects the development of the Project as specified in this Agreement;

The Vendor shall not be responsible or liable for any failure or delay in complying with or performing its duties and obligations under this Agreement to the extent that such failure or delay is due to one or more Force Majeure Event.

In the event of a Force Majeure Event causing delay in compliance with the performance of any obligation by the Vendor under this Agreement, the period

Vendor

Purchaser

allowed for the compliance of performance by the Vendor of such obligation shall be extended by the period of existence of any such Force Majeure Event.

- 1.2.13 **“Governmental Authority”** shall mean any union, state, local or other governmental, administrative, regulatory, judicial or quasi-judicial authority or statutory, regulatory or executive authority or agency, in India having jurisdiction over the relevant matter, including BBMP and BDA;
- 1.2.14 **“Land”** shall have the meaning ascribed to it in **Recital A**;
- 1.2.15 **“Notice of Dispute”** shall have the meaning ascribed to in **Clause 13.2** hereto;
- 1.2.16 **“Outstanding Amounts”** shall have the meaning ascribed to in **Clause 5.1** below;
- 1.2.17 **“Project”** also referred to herein as “AURIGA” shall have the meaning ascribed to in **Recital C**;
- 1.2.18 **“Sale Deed”** shall have the meaning ascribed to it in **Clause 11** below;
- 1.2.19 **“Sale Consideration”** shall have the meaning ascribed to it in **Clause 3.1** below;
- 1.2.20 **“Schedule A Property”** shall mean the property described in **Schedule A** hereto;
- 1.2.21 **“Schedule B Property”** shall mean the Unit, proportionate undivided interest in Schedule A Property and the Car Parking Space described in Schedule B hereto that is agreed to be purchased by the Purchaser under and in terms of this Agreement;
- 1.2.22 **“Scheme”** shall mean the scheme of development of Schedule A Property formulated by the Vendor;
- 1.2.23 **“Statutory Levies”** shall mean taxation, duties, levies like service tax, value added tax, stamp duty, property taxes, other municipal taxes and duties, together with any interest, penalties, surcharges or fines relating thereto, due, payable, levied, imposed upon or claimed to be owed in any relevant jurisdiction;
- 1.2.24 **“Super Built Up Area”** means the built up area of the Unit together with proportionate undivided share and interest in the common areas and amenities in the Project as determined by the Vendor;
- 1.2.25 **“Unit”** shall have the meaning ascribed to it in **Recital M**;

Vendor

Purchaser

- 1.3 Any word or phrase defined in the body of this Agreement as opposed to being defined in **Clause 1.2** above shall have the meaning assigned to it in such definition throughout this Agreement, unless the contrary is expressly stated or the contrary clearly appears from the context.
- 1.4 If any provision in **Clause 1.2** is a substantive provision conferring any rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive provision in the body of this Agreement.
- 1.5 The use of the word "including" followed by a specific example(s) in this Agreement, shall not be construed as limiting the meaning of the general wording preceding it.
- 1.6 The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply.
- 1.7 The Schedules and the Annexure to this Agreement shall be deemed to be incorporated in, and shall form an integral part of, this Agreement.
- 1.8 Reference to any agreement, deed, document, instrument, rule, regulation, notification, statute or the like shall mean a reference to the same as may have been duly amended, modified or replaced. For the avoidance of doubt, a document shall be construed as amended, modified or replaced only if such amendment, modification or replacement is executed in compliance with the provisions of such document(s).
- 1.9 Reference to any section or clause shall mean a reference to a section, clause of this Agreement unless specified otherwise.
- 1.10 Reference to the terms "herein", "hereto", "hereunder" and words of similar purport refer to this Agreement as a whole.

2. AGREEMENT

- 2.1 In pursuance of the foregoing and in consideration of the mutual obligations undertaken by the Parties hereto and the Advance paid by the Purchaser, the Vendor hereby agrees to sell to the Purchaser and the Purchaser hereby agrees to purchase from the Vendor Schedule B Property on the terms and subject to the conditions specified herein.

3. SALE CONSIDERATION, ADVANCE AND OTHER CHARGES

- 3.1 The total sale consideration payable by the Purchaser to the Vendor for conveyance of Schedule B Property to the Purchaser is set out in **Part 4 of Annexure 1** hereto ("**Sale Consideration**").
- 3.2 The Purchaser has already paid advances ("**Advance**") to the Vendor as set

Vendor

Purchaser

out in **Part 5 of Annexure 1** hereto.

- 3.3 The Purchaser has assured the Vendor that the balance of the Sale Consideration will be paid by the Purchaser to the Vendor in terms of the Schedule of Payment set out in **Part 6 of Annexure 1** hereto. The Purchaser shall be entitled to a grace period of 15 days after the date specified in the Schedule of Payment set out in **Part 6 of Annexure 1**.
- 3.4 Apart from the Cost of the Construction of Schedule B Property payable by the Purchaser set out in **Part 5 of Annexure 1** hereto, the Second Party shall also be liable to pay:
- (i) Infrastructure Charges as set out in **Part 11 of Annexure 1** hereto, which includes the deposits/or other charges or levies demanded or required to be paid to BESCOM and BWSSB, as well as proportionate cost of cable, panel board, transformers, HT works and proportionate cost of sewage treatment plant, meters, etc.
 - (ii) Stamp Duty and Registration charges as applicable in respect of this Agreement and any other documents to be executed under / in relation to this Agreement;
 - (iii) Maintenance Deposit as set out in **Part 9(b) of Annexure 1** hereto, calculated as Rs 96/- per square feet of the Super Built Up Area of Schedule B Property, which is equal to 24 (Twenty) months of the estimated maintenance charges. The amount of the estimated maintenance charges mentioned hereinabove is indicative only and shall not restrict the determination of the actual Maintenance Charges and Maintenance Deposit payable by the Purchaser in any manner;
 - (iv) Legal Charges as set out in **Part 12 of Annexure 1**.
- 3.5 Payment of each installment of the Sale Consideration within its Due Date is the essence of this Agreement. The Vendor has informed the Purchaser and the Purchaser is fully aware that any delays and/or default in payments of the Sale Consideration or any portion thereof as provided herein would affect execution of the entire Project as envisaged by the Vendor, and such delays and/or defaults would affect the interests of other purchasers who have joined, or will, from time to time join the Scheme to purchase units in the Project based on the assurance given by the Purchaser that there will not be any delay and/or default in payments of the Sale Consideration or any portion thereof in terms hereof.

4. PAYMENTS

- 4.1 All payments to be made by the Purchaser under / in relation to this Agreement shall be made by Cheque or Demand Draft in favour of the

Vendor

Purchaser

Vendor payable at Bangalore or by direct Electronic Fund Transfer to the Vendor's Bank Account Number 000205025405 with ICICI Bank Ltd., MG Road Branch, Bangalore - 560025 (RTGS / IFSC CODE – ICIC0000002) with an intimation to the Vendor along with details in respect of such fund transfer.

- 4.2 In the event of any cheque given by the Purchaser to the Vendor towards any payment under / in relation to this Agreement, being dishonored for the first time, the Purchaser shall be liable to pay a sum of Rs. 5,000/- (Rupees Five Thousand Only) to the Vendor. In the event of such cheque being dishonored for the second time, the Purchaser shall be liable to pay a sum of Rs. 25,000/- (Rupees Twenty Five Thousand Only) to the Vendor. It is agreed by the Parties that the amounts that may become payable by the Purchaser to the Vendor under this **Clause 4.2** are in the nature of liquidated damages payable only on account of dishonor of cheques as stated above and are not penalties. The payment of the amounts specified in this **Clause 4.2** is without prejudice to any other right or remedy available to the Vendor under this Agreement or Applicable Laws, including the right of the Vendor to terminate this Agreement in terms hereof.

5. DELAY OR DEFAULT IN PAYMENTS

- 5.1 In the event of any delay or default by the Purchaser in paying any portion of the Sale Consideration in terms of this Agreement within their respective Due Dates for any reason whatsoever, the Purchaser agrees that, without prejudice to any other rights or remedies available to the Vendor under this Agreement or Applicable Law, the Vendor, at its sole discretion, shall be entitled to issue a notice to the Purchaser seeking payment by the Purchaser of the amounts in default/arrears (“**Outstanding Amounts**”) along with interest at the rate of 2% (two percent) per month on the Outstanding Amounts, such interest being calculated from the applicable Due Dates till the date of actual receipt by the Vendor of the entire Outstanding Amount along with interest as aforesaid. The Purchaser agrees that, out of any payment made by the Purchaser to the Vendor, the Vendor shall be entitled to first adjust interest due as stated hereinabove and adjust the balance amount towards the Outstanding Amounts. After the Vendor appropriating payments made by the Purchaser as stated above, if there is any shortfall in the amount required to meet the payment of Outstanding Amount or interest thereon, the Purchaser shall be required to forthwith make up for such shortfall without any obligation on the Vendor to demand payment of the same from the Purchaser. The Purchaser has agreed that acceptance of the Outstanding Amounts or any portion thereof along with interest due thereon, shall not be considered as a waiver of any of the rights and remedies available to the Vendor under this Agreement or Applicable Laws for any subsequent breach by the Purchaser, including the right to terminate this Agreement.
- 5.2 The Vendor, at its sole discretion, shall be entitled to terminate this

Vendor

Purchaser

Agreement if –

- (i) the Purchaser fails to pay the Outstanding Amounts along with interest within 45 (forty five) days of the Vendor serving notice in writing as stated in **Clause 5.1** hereinabove; or
- (ii) the Purchaser commits default in making payment on three occasions of any portion of the Sale Consideration in terms of **Clause 5.1** of the Agreement for Sale within their respective Due Dates as set out in Schedule of Payment specified in **Part 6 of Annexure 1** of this Agreement.

Upon such termination, the Vendor shall be entitled to payment from the Purchaser of the Amount specified in **Part 7 of Annexure 1** to this Agreement. It is agreed by the Parties that the aforesaid amount payable by the Purchaser to the Vendor is in the nature of liquidated damages being reasonable estimate of the losses which the Vendor is expected to incur on account of the breach of **Clause 5.1** of this Agreement committed by the Purchaser.

- 5.3 In addition to the liquidated damages mentioned above, the Purchaser shall also be liable to pay to the Vendor the interest that has accrued on the Outstanding Amounts and remaining unpaid. The Vendor shall be entitled to deduct the above mentioned liquidated damages payable under **Clause 4.2** and other payments under foregoing portion of this **Clause 5.3** from and out of the monies till then paid by the Purchaser to the Vendor. Immediately upon termination of this Agreement, the Vendor shall be entitled to deal with Schedule B Property in any manner as it may determine in its sole discretion, including by way of sale to any third party, without any further reference to the Purchaser. The balance amount, if any, of the monies till then paid by the Purchaser to the Vendor remaining with the Vendor after deductions there from by the Vendor as stated above, shall be paid to the Purchaser within 45 (forty five) days of the sale of Schedule B Property to a third party and only upon receipt from such third party of the full consideration there for.
- 5.4 Notwithstanding anything to the contrary contained in this Agreement or elsewhere, it is agreed by the Purchaser that any delays / defaults committed by the Purchaser in making any payments under this Agreement within the timelines specified hereunder, may result in delay in completion of construction of the Project and/or the Unit. Such delay in completion of construction may result in delay in execution of the Sale Deed and delivery of possession of Schedule B Property to the Purchaser. The Vendor shall not be liable to the Purchaser in any manner whatsoever for any such delay in execution of the Sale Deed or delivery of possession of Schedule B Property.

6. PLAN SANCTIONS

Vendor

Purchaser

The Vendor has obtained Approved Plans as stated in **Recital D** above. The Vendor shall be entitled to carry out such variations to or modifications in the Approved Plans/designs/ specifications, as may be required by the Vendor during the construction of the Project, or as required by any Governmental Authority, or such other change otherwise deemed necessary by the Vendor due to site requirements or constraints, without however substantially altering the total Super Built Up Area of the Unit comprised in Schedule B Property.

7. DEVELOPMENT

- 7.1 The Vendor shall complete construction of the Unit on or before _____. In the event the Vendor is unable to complete construction of the Unit within the aforementioned time, the Vendor shall be entitled to a grace period of 6 (Six) months for completing construction of the Unit;
- 7.2 On completion of construction of the Unit by the Vendor and upon the Vendor informing the Purchaser that the Unit is ready for handover, the Purchaser, within 30 (thirty) days of such intimation by the Vendor, shall make all payments to the Vendor under this Agreement set out in **Part 6 of Annexure 1**, in **Clause 3.4**, and other payments to be made by the Purchaser under / in terms of this Agreement prior to execution of the Sale Deed and all other agreements pertaining to Schedule B Property executed by the Parties hereto. Thereafter, the Purchaser shall take conveyance of Schedule B Property and possession of Schedule B Property in terms of this Agreement.
- 7.3 In the event of the Purchaser failing to make payments and take conveyance of Schedule B Property in his favor in terms hereof, the Purchaser shall be liable to bear and pay all the consequential expenses and power demand charges from the date of the connection, taxes/levies/charges, increase in income tax payable by the Vendor due to delay in taking conveyance and such amounts shall be paid by the Purchaser to the Vendor, as may be directed by the Vendor, before the Sale Deed is executed.
- 7.4 The date stipulated herein for delivery of the Unit is subject to variation on account of Force Majeure Event. The Vendor shall ensure that the electrical, sanitary and water connections are provided as on the date of handing over possession to the Purchaser and the Vendor shall make every effort to obtain occupancy certificate from the relevant authorities within the stipulated date. However, the Vendor shall under no circumstances be responsible for any delays in obtaining the same and to this effect, the Purchaser shall not be entitled to claim any damages/losses, etc. in whatsoever manner from the Vendor on these grounds or for reasons incidental to the said grounds.
- 7.5 In the event of there being any delay in completion of construction of the Unit on or before the date specified for completion of construction of the Unit and expiry of the grace period stipulated therein in that regard for reasons other than those set out in **Clause 7.4** above and the Purchaser has not committed

Vendor

Purchaser

any default of any of the terms of this Agreement, including default or delay in payment of any amounts to the Vendor payable under / in relation to this Agreement:

- (i) The Vendor shall be liable to pay interest @ 2% (two percent) per month on the amounts received under this Agreement from the due date specified in this Agreement for delivery of Schedule B Property to the Purchaser and expiry of the grace period stipulated in that regard, till the date of actual handing over of Schedule B Property to the Purchaser;
- (ii) The Purchaser may choose to terminate this Agreement if the delay in completion of construction of the Unit set out in the foregoing portion of this **Clause 7.5** is more than 6 (Six) months after expiry of the grace period as stipulated herein, by giving 30 (thirty) days written notice and, thereupon this Agreement shall stand terminated. On such termination, the Vendor shall, within 60 (sixty) days from the date of such termination, refund the amounts received from the Purchaser (less interest paid or payable by the Purchaser for delayed payments and Statutory Dues) with interest @ 2% (two percent) per month thereon calculated from the date of such termination till the date of refund to the Purchaser.

7.6 The construction / provision of the Common Areas and Common Amenities by the Vendor shall be completed by the Vendor On or before _____. In the event the Vendor is unable to complete construction / provision of the Common Areas and Common Amenities within the above mentioned date, the Vendor shall be entitled to a grace period of 6 (six) months after the above mentioned date.

8. POSSESSION AND ACCESS

8.1 The possession of Schedule B Property shall be handed over to the Purchaser on execution and registration of the Sale Deed in respect of Schedule B Property in terms hereof, after completion of construction of the Unit and after the Purchaser has paid all amounts due and payable by the Purchaser under / in relation to this Agreement. On delivery of possession to the Purchaser of:

- (a) The Unit and the Car Parking Space comprised in Schedule B Property, the Purchaser shall be entitled to vacant and exclusive possession of the Unit, together with a right to use and enjoyment of the Car Parking Spaces allotted to the Purchaser and specified in the Sale Deed, to the exclusion of all other owners of Units / undivided interest in Schedule A Property in terms hereof; and

Vendor

Purchaser

- (b) Undivided interest in Schedule A Property comprised in Schedule B Property, the Purchaser shall be in joint possession of Schedule A Property along with all other owners of Schedule A Property.

9. COVENANTS OF THE VENDORS

The Vendor covenants and undertakes to the Purchaser as specified herein:

- 9.1 Schedule B Property shall be conveyed to the Purchaser free from any kind of attachment, encumbrance, Court or acquisition proceedings or charges;
- 9.2 The Vendor is the absolute owner of Schedule A Property and that its title thereto is good, marketable and subsisting and that it has the power to convey the same. The Vendor agrees to indemnify the Purchaser for any loss or damage which the Purchaser may sustain on account of defect or deficiency in title to Schedule A Property;
- 9.3 The Vendor agrees to do and execute all acts, deeds and things, as may be required under Applicable Laws for more fully assuring the title of the Purchaser to Schedule B Property;
- 9.4 The Vendor will not convey or cause to be conveyed to any person, any interest in Schedule A Property without incorporating in the deeds of conveyance the covenants and stipulations specified in this Agreement to be binding on all owners / occupants of the Project;
- 9.5 The Vendor will pay all taxes, rates and cess in respect of Schedule B Property up to the issuance of notice to the Purchaser to take possession of Schedule B Property in terms hereof; and
- 9.6 On and from the date of execution and registration of the Sale Deed, the Purchaser and his family members, visitors and other authorized persons shall have the right to use the Common Areas and Common Amenities. The above right to use the Common Areas and Common Amenities shall be subject to similar rights of all other owners of Units in Project and the regulations that may be laid down by the Vendor/ Association of Owners from time to time to ensure the safety and security of the Project and the owners / occupants thereof.

10. COVENANTS OF THE PURCHASER

The Purchaser covenants and undertakes with the Vendor as follows:

- 10.1 The Purchaser shall not be entitled to claim possession of Schedule B Property, until the Purchaser fulfills and performs all his/ obligations under / in relation to this Agreement and pays all amounts that are payable by the Purchaser to the Vendor under and/or in relation to this Agreement till the

Vendor

Purchaser

date of the Purchaser obtaining possession thereof in terms of this Agreement;

- 10.2 The Purchaser having inspected and being satisfied with the documents of title relating to Schedule A Property belonging to the Vendor, the Scheme and the rights of the Vendor set out in this Agreement, has entered into this Agreement; and
- 10.3 The consideration agreed herein is based on the mutual negotiations between the Purchaser and the Vendor and the Purchaser shall have no right to renegotiate the Sale Consideration based on the consideration being paid by any other purchaser/s or for whatsoever other reasons.
- 10.4 **Transfer and Assignment:**
 - 10.4.1 The Purchaser shall not be entitled to transfer/assign his rights under and/or in relation to this Agreement in favor of any person till execution of Sale Deed except with the prior written consent of the Vendor and payment of a transfer fee set out in **Part 8 of Annexure 1** hereto.
 - 10.4.2 For the purpose of **Clause 10.4**, if the Purchaser is a company (public or private limited), any transfer of majority of the shares shall be deemed to be transfer and in case of partnership firm, any change in the constitution of the partners of such partnership shall be deemed to be transfer and in case of any association of persons, any change of associates of such association shall be deemed to be transfer, and in such situation transfer fee as applicable under **Clause 10.4.1** shall become payable.
- 10.5 **Maintenance:**
 - 10.5.1 The maintenance of the Project and the Common Areas and Common Amenities, and other facilities, equipment and services that may be provided in the Project for use in common by all owners of Units / undivided interest in Schedule A Property shall be handed over to the Association of Owners constituted by the owners of the Units in the Project by the Vendor after expiry of one (1) year from the date of completion of the Project. The Vendor shall not be responsible for any consequence or liability on account of failure, negligence, act or omission, obstruction, alteration, modification, restraint or improper use by any or all the owners, service providers or their agents with regards to the Project and Common Areas and Common Amenities, and other facilities, equipment and services that may be provided at the Project.
 - 10.5.2 The Purchaser shall, together with the other owners of the Units in the Project, through the Association of Owners as and when constituted, be responsible for the overall control and maintenance of the Project and the Common Areas and Common Amenities, and the Association of Owners shall get the maintenance and operation of the Common Areas and Common Amenities, other facilities, equipment and services provided at the Project for use in common by all

owners of Units done by the Vendor. The Purchaser shall be liable to contribute proportionate maintenance charges as may be charged from time to time based on the Super Built Up Area of the Unit. Till the time the property management / maintenance services are handed over to the Association of Owners, the Vendor will provide the property management / maintenance services on an open book basis on the actual costs and expenses incurred for providing such services. The maintenance charges towards maintenance of the Common Areas and Common Amenities and other facilities, equipment and services provided at the Project shall be payable by the Purchaser from the date the Unit is ready for occupation, whether possession of the same is taken or not. The maintenance charges are presently estimated at the rate specified in **Part 9 of Annexure 1** attached hereto, and are subject to annual escalations. The Purchaser shall also be liable to pay Maintenance Deposit equivalent to 24 (Twenty Four) months maintenance charges prior to execution of the Sale Deed in respect of Schedule B Property in terms hereof. The amount of Maintenance Deposit based on the maintenance charges as presently estimated is set out in **Part 9 of Annexure 1**.

- 10.5.3 The Purchaser shall, together with the other owners of Units in the Project, through the Association of Owners as and when constituted, be responsible for periodically renewing and keeping valid all necessary certificates, licenses, permits, permissions, insurance of the Project, the Common Areas and Common Amenities and other facilities, equipment and services that may be provided at the Project.

10.6 Tax and Other Payments:

- 10.6.1 The Purchaser agrees to pay all the Statutory Levies to the Vendor from the date the Unit is ready for occupation in terms of this Agreement and after intimation of the same by the Vendor as per **Clause 7.2** above, whether possession of Schedule B Property is taken by the Purchaser or not. In that event the Purchaser shall also pay proportionate share of all out-goings and maintenance and general expenses such as insurance, municipal taxes and cess, electrical, domestic and non-domestic water tax, and all other charges for the common areas of the Schedule A Property and the Project as may be proportionately applicable to the Unit.

- 10.6.2 On and from the date of execution of the Sale Deed, if any development and/or betterment charges or other levies are charged, levied or sought to be recovered by BBMP or other concerned Governmental Authority in respect of Schedule A Property, the same shall be borne and paid by the Purchaser proportionate to his undivided share in Schedule A Property.

10.7 Obstruction Free Development:

- 10.7.1 The Purchaser shall not have the right to, hinder or obstruct the construction/development in the Land by the Vendor in any manner nor shall

the Purchaser hinder the use of the specified demarcated areas allotted specifically by the Vendor in the Project for the exclusive use of an owner of an Unit, either before or after taking possession of Schedule B Property, and either before or after the Association of Owners is formed.

- 10.7.2 The Purchaser shall not in any manner obstruct or cause obstruction to any of the entries, exits or roads within / to / from the Project or the Land or obstruct any open place meant to be retained as open place or obstruct free movement of vehicles including fire tenders and such other vehicles required to ensure safety and statutory compliance.

10.8 Terms of Ownership and Usage:

- 10.8.1 The Purchaser shall not have the right, at any point in time, to seek partition or division or separate possession in respect of any portion of Schedule A Property under any circumstances whatsoever or for any reason whatsoever.
- 10.8.2 The Purchaser in his individual capacity and/or together with other owners of Schedule B Property / the Land, shall not be entitled to, change the location of any of the Common Areas and Common Amenities that may be provided in the Project or the Land.
- 10.8.3 The Car Parking Spaces allotted to the Purchaser and specified in the Sale Deed shall be always be used only by the owners / occupants of Schedule B Property. The Car Parking Spaces shall be used only for parking passenger cars (not including heavy duty commercial vehicles like trucks) and for no other purpose including storing of any kind of items, household equipment, furniture, spares, etc. nor for holding temporary or permanent exhibitions, displays, sales of any kind of merchandise; and further that there shall not be any kind of gate or rolling shutter or grill or similar covering affixed or installed to cover or secure the Car Parking Spaces. It is further agreed by the Purchaser that the vehicles of visitors to the Unit or any other portion of the Project shall be parked at only such places as may be designated from time to time by the Vendor/ the Association of Owners for such purpose.
- 10.8.4 The Purchaser agrees that Schedule B Property shall be used as a private residence and shall not be used for any kind of commercial or semi commercial activities.
- 10.8.5 **No Additional Construction:** The Purchaser shall not put up any additional construction in Schedule B Property nor shall the Purchaser put any construction of permanent or temporary nature in the open area appurtenant to the Unit at surface level or balconies of the Unit. The Purchaser shall also not be entitled to change the building elevation and colour scheme of Project as originally constructed and handed over by the Vendor to the Purchaser under / pursuant to this Agreement.

10.8.6 Intellectual Property Rights: The Purchaser is fully aware and acknowledges, understands and agrees that the logo, mark and all intellectual property rights with regards to “AURIGA” & “MITTALS” as shown in **Annexure 3** hereto (“**Developer’s Intellectual Property**”) is the sole and exclusive property of the Vendor and the Vendor has all the rights therein / in relation thereto without any limitation or restrictions whatsoever. The Purchaser shall neither be entitled to nor shall he/she permit any other person to use the Developer’s Intellectual Property in any manner, shape or form. Upon violation of the Developer’s Intellectual Property rights by the Purchaser in any manner whatsoever, the Vendor, in addition to injunctive relief, shall also be entitled to be compensated by the Purchaser fully for all losses and damage caused to the Vendor, including all cost, charges and expenses incurred by the Vendor in protecting its rights to the Developer’s Intellectual Property.

10.9 FAR:

If due to any change in FAR, or for any other reason, any additional construction is permitted in the Land under Applicable Laws before completion of construction of the Project and grant of Occupancy Certificate therefor, the Purchaser hereby agrees that the Vendor shall be entitled to exploit such additional FAR that may become available to put up additional construction in any portion of the Land as the Vendor may determine at its sole discretion.

10.10 Other Covenants:

10.10.1 Schedule B Property when conveyed shall not entitle the Purchaser to claim any rights other than for enforcing the right to

- (i) own and enjoy the Unit to the exclusion of all other owners of units in the Project / undivided interest in Schedule A Property;
- (ii) use of Car Parking Spaces to the exclusion of all other owners of units in the Project / undivided interest in Schedule A Property; and
- (iii) use the Common Areas and Common Amenities along with all other owners of units in the Project / undivided interest in Schedule A Property;

in terms of this Agreement.

10.10.2 The Purchaser has taken advice from his legal consultants and thereafter has entered into this Agreement.

Vendor

Purchaser

10.10.3 The Purchaser shall, in respect of the usage, enjoyment and ownership of Schedule B Property, comply with the terms and conditions set out in this Agreement. The Purchaser shall also be entitled to the rights and discharge of the obligations set out in **Annexure 4** attached hereto, which will be binding on all owners of units in the Project.

10.11 Association of Owners:

10.11.1 The Purchaser shall become a member of the Association of Owners as and when formed by the Vendor after expiry of one (1) year from the date of completion of the Project. The Purchaser shall comply with all the rules and regulation pertaining to all Common Areas and Common Amenities, facilities, equipment and services at the Project specified by the Vendor from time to time and shall also abide by the stipulations in the Deed/s of Declaration that may be registered in accordance with Applicable Laws to be binding on all owners / occupants of the Project / developments in other portions of the Land;

10.11.2 The Purchaser has agreed that the Vendor will be entitled to subject the Land and development thereon, including the Unit under the provision of the Karnataka Apartment Ownership Act, 1972 as may be permitted there under and that the Vendor will be entitled to execute the Deed of Declaration with all the rules and regulations governing the association of owners of the Project. In the event the Residential Land and development thereon or any part thereof is not subjected to the provisions of the Karnataka Apartment Ownership Act, 1972 as stated above, the Association of Owners may be constituted and registered as a society under the provisions of the Karnataka Societies Registration Act, 1960.

11. SALE DEED

11.1 The Parties hereby agree that the Vendor shall execute the Sale Deed conveying ownership over Schedule B Property together with the right to (a) sole and exclusive use of the Car Parking Spaces and (b) use and enjoy the Common Areas and Common Amenities in favour of the Purchaser in terms hereof (“**Sale Deed**”) on happening of the following:

- (i) On completion of construction of the Unit in terms hereof and on intimation by the Vendor of its readiness to hand over Schedule B Property to the Purchaser in terms of **Clause 7.2** above; and
- (ii) On payments of all the amounts payable by the Purchaser to the Vendor under and/ in relation to this Agreement.

11.2 The covenants and undertaking given by the Vendor and the Purchaser herein shall be incorporated in the Sale Deed and also in the Deed of Declaration if and when executed, with such modifications as may be required in terms of

Vendor

Purchaser

this Agreement.

12. TERMINATION AND CONSEQUENCES OF TERMINATION

12.1 Termination by the Vendor: It is hereby agreed that the Vendor shall be entitled to terminate this Agreement under the following circumstances:

- (i) In the event of any delay or default in payments by the Purchaser under and/or in relation to this Agreement, the Vendor shall be entitled to terminate this Agreement in terms of **Clause 5.2** above;
- (ii) If any breach of any terms and conditions of this Agreement by the Purchaser (other than those specified in **Clause 12.1(i)** above) is not rectified within 30 (thirty) days from the date of receipt by the Purchaser of notice issued by the Vendor seeking such rectification, then the Vendor shall be entitled to terminate this Agreement.

12.2 Termination by the Purchaser: The Purchaser shall be entitled to terminate this Agreement under the following circumstances:

- (i) In the event the Vendor delays completion of construction of the Unit for a period of more than 6 (Six) months after expiry of the grace period set out in **Clause 7.1** for reasons other than those set out in **Clause 7.4** above and the Purchaser is not in default of any of the terms and conditions of this Agreement, including the obligation of the Purchaser to pay amounts to the Vendor set out in this Agreement within the timelines specified hereunder or there under, as the case may be, the Purchaser shall be entitled to terminate this Agreement in the manner specified in **Clause 7.5 (ii)** herein above.
- (ii) If the Purchaser desires to terminate this Agreement for any reason whatsoever (other than those specified in **Clause 12.2(i)** above) except due to breach by the Vendor, the Purchaser shall notify the Vendor in writing of his/her intent to so terminate this Agreement. On receipt of such written notice by the Vendor, this Agreement shall automatically stand terminated. On such termination by the Purchaser, the Vendor shall be entitled to payment of Cancellation Charges specified in **Part 10 of Annexure 1** attached hereto from the Purchaser. The Vendor shall be entitled to recover the abovementioned Cancellation Charges by deducting the same from the monies that may have been paid by the Purchaser to the Vendor till the date of such termination. Upon termination of this Agreement under this **Clause 12.2(ii)**, the Vendor shall have the right to sell Schedule B Property to any third party. If the sale consideration received from third party purchaser for conveyance of Schedule B Property is not higher than or equal to the consideration agreed to be paid by the Purchaser herein, the Vendor

Vendor

Purchaser

reserves the right to wait for such period of time till it finds a buyer who would be willing to buy Schedule B Property at a price equal to or more than the amounts agreed to be paid by the Purchaser under this Agreement. Once the Vendor has received from the new buyer an amount equal to or more than the amount till then paid by the Purchaser, the Vendor shall refund to the Purchaser the amount till then paid by the Purchaser after deducting the Cancellation Charges, interest payable or paid for delayed payments and all Statutory Levies till then incurred by the Vendor.

12.3 Survival:

All such provisions of this Agreement, which by their very nature survive termination of this Agreement, shall continue to be binding on the Parties even after such termination.

12.4 Development Agreement:

The Vendor shall be entitled to enter into Development Agreement with any person, as it may deem fit, for the purpose of development of the Project. The Purchaser hereby expresses its unconditional consent to any such Development Agreement that the Vendor may enter into with any person. Upon execution of the Development Agreement by the Vendor as stated above, the Vendor along with the person with whom it enters into Development Agreement (“**Developer**”), will jointly be responsible for discharging the obligations of the Vendor set out herein.

12.5 Adequacy of Consideration:

Notwithstanding anything to the contrary contained in this Agreement or elsewhere, it is agreed by the Purchaser that the representations, warranties and undertakings given by the Purchaser to the Vendor under this Agreement shall be binding on the Purchaser and the consideration flowing to the Vendor to the Purchaser under this Agreement is sufficient and adequate consideration for the Purchaser to give binding representations, warranties and undertakings to the Vendor under this Agreement.

13. MISCELLANEOUS

13.1 Stamp Duty / Registration Charges:

The stamp duty and registration charges payable on this Agreement, Sale Deed and any other documents to be executed under / in relation to this Agreement, shall be borne and paid for by the Purchaser.

13.2 Dispute Resolution:

Vendor

Purchaser

Except as otherwise specifically provided in this Agreement, the following provisions apply if a Dispute arises between the Parties:

- (i) A Dispute will be deemed to arise when one Party serves on the other Party a **“Notice of Dispute”**.
- (ii) The Parties agree that they will use all reasonable efforts to resolve any Disputes between themselves through negotiations. Any Disputes arising under or in connection with this Agreement which could not be settled by Parties through negotiations, within a period of 30 (Thirty) days from the date of service of the Notice of Dispute, shall be finally settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 as may be in force from time to time.
- (iii) The Parties shall appoint a sole arbitrator acceptable to both the Parties within 30 (Thirty) days of service of a Notice of Dispute on a Party. In the event the Parties are unable to agree on a sole arbitrator within the time frame specified above, either Party shall, within 30 (Thirty) days of receiving a notice from the other Party in this regard, appoint one arbitrator each and shall intimate the same to the other Party. For the purposes of clarity, the Parties agree that the Vendor (for itself and on behalf of the Developer with whom the Vendor may enter into Development Agreement) shall appoint one arbitrator, the Purchaser shall appoint one arbitrator. The two arbitrators so appointed shall appoint the third arbitrator who shall be the chairman of the arbitral panel. In the event any Party fails to appoint an arbitrator within the time frames specified in this **Clause 13.2 (iii)** the other Party shall be entitled to make an application to the relevant court in accordance with the Arbitration and Conciliation Act, 1996, for appointment of an arbitrator (at the cost of the defaulting party) and the arbitrator so nominated shall be deemed to be the arbitrator nominated by the defaulting party. In the event the arbitrators nominated by the Parties fail to appoint the third arbitrator, any Party shall be entitled to make an application to the relevant court in accordance with the Arbitration and Conciliation Act, 1996, for appointment of an arbitrator and the arbitrator so nominated shall be deemed to be the arbitrator nominated in accordance with this **Clause 13.2**;
- (iv) The venue of arbitration shall be Bangalore, India;
- (v) All proceedings shall be conducted in English and a daily transcript in English shall be prepared. The decision of the arbitrator/s shall be final and binding on the Parties. The arbitrator/s shall endeavour to complete the arbitration proceedings within 90 (Ninety) days from the date of his/their appointment; and

- (vi) The Parties shall each bear their own costs of arbitration, unless otherwise ruled by the arbitral panel. Each Party shall bear the cost of the arbitrator nominated by such Party and the Parties shall equally share the cost of the third arbitrator. Subject to the foregoing, the Parties shall bear the other costs of arbitration equally, unless otherwise ruled by the arbitral panel.

13.3 **Notice:**

All notices or other communications required or permitted to be delivered or given hereunder shall be in writing and shall be delivered by hand or sent by Registered Post Acknowledgement Due, certified or express mail of reputed courier service with Acknowledgement Due and shall be deemed delivered or given when so delivered by hand, or if mailed, 3 (three) business days after mailing and 2 (two) business days in the case of express mail or courier service). The notices and communication to each of the Parties shall be sent at the following address:

If to the Purchaser:

The address mentioned in **Part 2 of Annexure 1** attached hereto

If to the Vendor/ the Developer:

360A, Amarjyothi HSBC Layout
Domlur phase 1
Opp. Dell Office, Inner Ring Road
Bangalore 560071

13.4 **Waiver And Amendment:**

No modification, amendment or waiver of any provision of this Agreement shall be effective unless executed in writing and signed by all the Parties hereto. No failure or delay by any Party in exercising any right, power, or remedy under this Agreement, except as specifically provided herein, shall operate as a waiver of any such right, power or remedy.

13.5 **Severability:**

If any provision of this Agreement or the application thereof to any person or circumstance is or becomes invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such provision of this Agreement shall be valid and enforceable to the fullest extent permitted under Applicable Law. Any provision of this Agreement, which is deemed invalid or unenforceable shall be replaced with a provision that is valid and enforceable

Vendor

Purchaser

and most nearly gives effect to the original intent of the unenforceable provision.

13.6 Entire Agreement:

Except as otherwise agreed between the Parties, this Agreement constitutes the whole agreement between the Parties relating to the subject matter hereof and supersedes any and all prior understanding, arrangement, agreement, letters of whatever nature relating to such subject matter.

13.7 Governing Law:

This Agreement shall be governed by the laws of India. Subject to **Clause 13.2** above, the courts in Bangalore alone shall have exclusive jurisdiction to deal with all matters under / relation to this Agreement.

13.8 Counterparts:

This Agreement shall be executed simultaneously in two copies each of which shall be deemed an original and shall represent one and the same transaction. The Vendor shall retain one copy and handover the other copy on which the stamp duty is paid to the Purchaser.

SCHEDULES

SCHEDULE A PROPERTY

(Land)

- (i) All that piece and parcel of the residential property bearing BBMP Municipal No. 335/A (PID No. 72-38-335A) (formed out of lands bearing Survey Nos.57 to 82 in the layout formed by Amarjyothi HSBC Ltd), measuring East to West 45 feet and North to South 76 feet, in all having sital area of 3,420 square feet situated at Domlur Village, Civil Area, Ward No. 72, Bangalore bounded on its:

East by : Land bearing Site No. 360/B;
 West by : Land bearing Site No. 355/B;
 North by : Road; and
 South by : Private Property;

- (ii) All that piece and parcel of the residential property bearing BBMP Municipal No. 360/A (PID No. 72-38-360/A) (formed out of lands bearing Survey Nos.57 to 82 in the layout formed by Amarjyothi HSBC Ltd), measuring East to West 50 feet and North to South 68 feet, in all having sital area of 3,400 square feet situated at Domlur Village, Civil Area, Ward No. 72, Bangalore bounded on its:

Vendor

Purchaser

East by : Private Property;
 West by : Land bearing Site No. 360/B;
 North by : Road; and
 South by : Private Property;

- (iii) All that piece and parcel of the residential property bearing BBMP Municipal No. 360/B (PID No. 72-38-360B) (formed out of lands bearing Survey Nos.57 to 82 in the layout formed by Amarjyothi HSBC Ltd), measuring East to West 50 feet and North to South 70 feet, in all having a sital area of 3,500 square feet situated at Domlur Village, Civil Area, Ward No. 72, Bangalore bounded on its:

East by : Land bearing Site No. 360/A;
 West by : Land bearing Site No. 335/A;
 North by : Road; and
 South by : Private Property;

SCHEDULE B PROPERTY
(Property agreed to be Conveyed)

The Unit bearing the number set out in **Part 3 of Annexure 1** hereto in the development known as 'AURIGA', having Super Built Up Area set out in **Part 3 of Annexure 1** hereto and the floor plan whereof is attached as **Annexure 5** hereto; together with:

- (i) The number of Car Parking Spaces specified in **Part 3 of Annexure 1**; and
- (ii) Undivided interest in Schedule A Property proportionate to the built up area of the Unit in relation to the total built up area of the Project, that is agreed to be conveyed herein.

Vendor

Purchaser

The Parties hereto have signed this Agreement on the Date specified in Part 1 of Annexure 1 at Bangalore in the presence of the Witnesses attesting hereunder

VENDOR	
Signature: Name: Designation:	
PURCHASER/S	
WITNESSES	
1. Signature: Name: Address:	2. Signature: Name: Address:

Drafted By:

R Vasudev
Tatva Legal
B-3, 2nd Floor, Embassy Heights
Annex Block, 13 Magrath Road
Bangalore 560025, India

Vendor

Purchaser

25
Annexure 1

PART	HEAD	DETAILS	REFERENCE TO AGREEMENT
1	Date of Agreement		Title Clause
2	Purchasers Details		Title Clause
	Purchaser 1		
	Name:		
	Father's Name:		
	Age:		
	Residence Address:		
	Pan No:		
	Phone No:		
	Email ID:		
3	Unit		
	Unit No.:		
	Super Built Up Area (SFT):		
	Car Parking		
	<i>Located in Floor</i>		
4	Sale Consideration for Schedule 'B' Property		Clause 3.1
5	Details of Advances Received		Clause 3.2
	Advance Received 1		
	Date Received:		
	Amount in Rupees::		
	Vide:		
	Instrument No:		
	Drawn on:		
	Dated:		
	Payment being made this Day simultaneously with the		
	Date:		
	Amount in Rupees::		
	Vide:		
	Instrument No:		
	Drawn on:		
	Dated:		
6	Payment Schedule for Balance Payment		Clause 3.3

Vendor

Purchaser

	(a) 25% On Booking (Inclusive of Booking token amount)		
	(b) 15% On Completion of Plinth		
	(c) 10% Within 10 days of Completion of first Slab		
	(d) 10% Within 10 days of Completion of Second Slab		
	(e) 10% Within 10 days of Completion of Third Slab		
	(f) 10% Within 10 days of Completion of Fourth Slab		
	(g) 8% on internal & external Plaster & Flooring		
	(h) 7% on Plumbing & electrical work		
	(i) 5% On possession of flat (inclusive of payment towards Part No.9)		
7	Liquidated Damages	Rs. 10,00,000/-	Clause 5.2
8	Transfer Fee	Rs. 250/- per Sq. ft.	Clause 10.4.1
9(a)	Estimated Maintenance Charges	Rs. 4/- per Sq. ft.	Clause 10.5.2
(b)	Estimated Maintenance Deposit	Rs.4/- * 24mths*Flat area	
10	Cancellation Charges	Rs. 10,00,000/-	Clause 12.2.(ii)
11	Infrastructure Charges		Clause 3.4(i)
12	Legal Charges	Rs. 20,000/-	Clause 3.4(iv)

Vendor

Purchaser

Annexure 2

Common Areas and Common Amenities

1. Common facilities
 - Fully equipped gym
 - Swimming pool
 - Designer landscaping
2. Lifts
 - 2 lifts from scheindler, Otis or equivalent
3. Security
 - CCTV cameras in entrance lobby
 - Video door phone
 - Adequate fire extinguishers conveniently placed
4. Flooring
 - Italian Marble, wooden flooring and anti-skid tiles
5. Windows
 - UPVC/Aluminum anodize window
6. Fittings
 - TOTO and CP fittings
7. Solar
 - Solar energy for flat and common areas
 - LED Lighting in common areas
 - Grid System
8. Water
 - Water Recycling – Grey Water for reuse (Phytorid Method)
9. Green
 - Vertical Garden on compound wall
10. Waste Management
 - Wet Waste Composing
 - Dry Waste Management
11. Gen.set – 40 KVA (Power Back up)
12. Centralized Piped Gas Facility from LPG Cylinder

Vendor

Purchaser

Annexure 3

Logos of the Project and the Vendor



Vendor

Purchaser

Annexure 4

Rights and Obligations of Owner of each Unit

Subject to the terms and conditions specified in the foregoing provisions of the Agreement for Sale, each Purchaser of the Unit in the Project shall have the following rights and mutual obligations;

1. Each Unit together with undivided interest in Schedule A Property related to such Unit shall for all purposes constitute heritable and transferable immovable property.
2. An Unit Owner may transfer his Unit and the undivided interest in Schedule A Property related to such Unit by way of sale, mortgage, lease, gift, exchange or in any other manner whatsoever in the same manner to the same extent and subject to the same rights, privileges, obligations, liabilities, legal proceedings and remedies as any other immovable property, or make a bequest of the same under the Applicable Laws to the transfer and succession of immovable property.
3. Any sale of a Unit shall be effected in full and not in portions thereof. Any such sale shall be effected along with the undivided interest in Schedule A Property that has been conveyed by the Vendor for construction of such Unit and shall be subject to the same terms and conditions relating to ownership and usage of such Unit set out in this Agreement.
4. Each Unit owner shall be entitled to the exclusive ownership and possession of his Unit.
5. An owner of a Unit shall be entitled to apply for and obtain separate khata and assessment of property tax and other similar taxes and levies by appropriate municipal and other relevant authorities in respect of such Unit along with the

Vendor

Purchaser

undivided interest in Schedule A Property conveyed in relation thereto by the Vendor.

6. No owner of a Unit shall do / cause to be done any act or deed on / within such Unit or within the Project which would jeopardize the safety of any of the structures or properties in Schedule A Property, reduce the value thereof or impair any easement or hereditament thereof.
7. Each Unit owner shall mandatorily take up membership of the Association of Owners, as and when formed. Each Unit owner shall comply strictly with the bye-laws that may be prescribed by the Vendor and the Association of Owners, as and when formed, and with the administrative rules and regulations adopted pursuant thereto, as may be amended from time to time by the Vendor or the Association of Owners. Failure to comply with any of the same shall be a ground for an action for damages or injunctive relief or both maintainable by the Association of Owners or, in a proper case by any aggrieved owner/s of a Unit.
8. Each Unit Owner shall be entitled to use the Common Areas and Common Amenities with the purpose for which they are intended without hindering or encroaching upon the lawful rights of the other Unit owners and on such terms and conditions as may be stipulated from time to time by the Vendor and the Association of Owners, as and when formed.
9. The necessary work of maintenance of the Common Areas and Common Amenities and the repair and replacement of the facilities & equipments therein and the making of any additions or improvements thereto shall be carried out only by the Vendor or the Association of Owners, as and when formed.
10. The Association of Owners, as and when formed, shall have the irrevocable right, to be exercised by their personnel or agents, to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair and replacement of any of the Common Areas and Common Amenities accessible there from, or for making emergency repairs therein necessary to prevent damage to the Common Areas and Common Amenities or to any other Unit or any portion of Schedule A Property.
11. No owner of a Unit may exempt himself from the obligation and the liability for his contribution for the common expenses/charges towards the Common Areas and Common Amenities by waiver of the use or enjoyment of any of the Common Areas and Common Amenities or the facilities and equipments provided in the Project, or by abandonment or non-usage of his Unit.
12. Any non-payment of the maintenance charges or any share of common expenses/charges chargeable and as assessed by the Association of Owners for the use and maintenance of the Common Areas and Common Amenities or the

facilities and equipments provided therein, by any of the Unit Owners in respect of his Unit shall constitute a charge on such Unit and the undivided interest in Schedule A Property related to the Unit prior to all other charges, except only charge, if any, for payment of Government and Municipal taxes.

13. Each owner of Unit acknowledges that the rights and obligations set out in this Annexure are also applicable to owners of other Units and by acquiring ownership of his Unit, he is deemed to have expressed his no objection and consent to owners of all other Units to exercise their rights specified in this Annexure.
14. The terms and conditions of the Agreement for Sale and this Annexure shall continue to be binding on all successors-in-title to each Unit.
15. In case of any conflict between any of the provisions of the Agreement for Sale (other than this Annexure) and any of the clauses of this Annexure, the provisions of the Agreement for Sale shall prevail over the latter.

Annexure 5

Typical Floor Plan of the Unit

BBMP Approved Plan

Vendor

Purchaser



ROAD

TYPICAL FLOOR PLAN



SCHEMATIC DEVELOPMENT OF PROPOSED RESIDENTIAL BUILDING FOR M/S WINGS APPAREL AT BANGLORE.

Talati & Panthaky Associated Pvt. Ltd.

Vendor

Purchaser