

Note:

1. This is a proforma of Agreement to Sell, it shall be modified (i) on the basis of the commercial understanding arrived at between the parties and (ii) in the event of any notification/clarification issued/given from the Concerned/Local Authority/RERA Authority setup by the State of Karnataka from time to time.
2. Typographical errors /clause referencing errors/spelling errors/language modifications/minor changes/factual data/hygiene check, if any shall also be modified at the time of execution of the draft with a potential purchaser.
3. The Schedules and Annexures shall be attached to the Agreement to Sell at the time of the execution with the respective Purchaser.

AGREEMENT TO SELL

BETWEEN

GOODHOME REALTY LIMITED

AND

DATED _____, 2017

Privileged & Confidential

AGREEMENT TO SELL

THIS AGREEMENT TO SELL executed on the _____ day of _____
Two Thousand Seventeen (____._____.2017) at Bangalore:

BY AND BETWEEN :

GOODHOME REALTY LIMITED, a company incorporated under the Companies Act, 1956 and deemed to be existing under the provisions of the Companies Act, 2013, having its registered office at Peninsula Spenta, Mathuradas Mills, Senapati Bapat Marg, Lower Parel, Mumbai 400 013 and Regional Office at 46/1, 25th Main Road, J P Nagar, II Phase, Bangalore 560 078, represented by its Authorised Representative _____ (hereinafter referred to as the “**Vendor cum Developer**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assigns);

AND :

[If the Purchaser is a company]

_____, (CIN no. _____), a company incorporated under the provisions of the Companies Act, [2013/1956], having its registered office at _____ and its corporate office at _____ (PAN - _____), represented by its authorized signatory _____ (Aadhar no. _____) authorized *vide* board resolution dated _____ hereinafter referred to as the “**Purchaser**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assigns);

[OR]

[If the Purchaser is a Partnership firm]

_____, a partnership firm registered under the Indian Partnership Act, 1932 (Central Act 9 of 1932), having its principal place of business at _____, (PAN _____), represented by its authorized Partner _____, (Aadhar no. _____) authorized *vide* _____, hereinafter referred to as the “**Purchaser**” (which expression shall unless repugnant to the context or meaning thereof be deemed to

mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Purchaser is an Individual]

Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the “**Purchaser**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

[If the Purchaser is a HUF]

Mr. _____, (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the “**Purchaser**” (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

WHEREAS:

A. The Vendor cum Developer is the absolute owner of land in Municipal Nos. 46/1, 46/2, 47/2 and 8/1, Marenahalli, 2nd Phase, J.P Nagar, Ward No. 57, J.P Nagar, Bangalore, PID No. 57-135-46/1,46/2,47/2 and 8/1 , earlier bearing Municipal No. 46/1, 46/2, 47/2 and 8/1, Municipal No. 46/1, 46/2, 47/2 and 8/1-1, Municipal No. 46/1, 46/2, 47/2 and 8/1-2, portion of Municipal No. 46/1, 46/2, 47/2 and 8/1-3, portion of Municipal No. 46/1, 46/2, 47/2 and 8/1-4, Municipal No. 46/1, 46/2, 47/2 and 8/1-5, Municipal No. 46/1, 46/2, 47/2 and 8/1-6, 2nd Phase, J.P Nagar, Marenahalli, Ward No. 57, Bangalore and earlier portion of Survey No. 46/1, 46/2, 47/2 and 8/1, Marenahalli Village, Uttarahalli Hobli, and later known as No. 46/1, 46/2, 47/2 and 8/1, B.D.A 9th Block, Bangalore and, delineated in green outline in the plan annexed as Annexure_____ hereto, and hereinafter referred to as

the “**Schedule “A” Property**”, having acquired the same under a Deed of Sale dated 15th February, 2011 registered under Serial No BNG(U)-JPN 9120/2010-11.

- B. The Vendor cum Developer has obtained the sanctioned plan for construction of residential buildings and other structures on the Schedule “A” Property vide Approval dated 4th April, 2014 issued by the Commissioner, Bruhat Bengaluru Mahanagare Palike vide their letter bearing No. BBMP/Addl Dir/JD (S)/LP 0033/13-14 and Building Plan Sanction dated 4th April, 2014 issued by Joint Director Bruhat Bengaluru Mahanagara Palike. Subsequently the License to construct residential buildings has been granted by BBMP on 4th April, 2014 which was revised and subsequently the revised building plans were issued by Joint Director, Town Planning Department, BBMP vide its letter No.BBMP.Addl.Dir.JD.South 0033/13-14 dated 13th July, 2015. In view of the change in design as per which integrated residential development consisted of one building comprising of two towers i.e. Tower A (shown as North Wing- Tower A in the revised modified plan) having three wings bearing Wing “II-D”, Wing “II-E” and Wing “II-F” with ground floor and 20 upper floors and (ii) Tower B (shown as South Wing-Tower B in the revised modified plan) having three wings bearing Wing “I-A”, Wing “I-B” and Wing “I-C” with ground floor and 11 upper floors and (iii) two common basements (iv) one club house along with (a) the Common Areas in the Towers respectively, (b) the Common Areas and Common Amenities and Facilities of the Project.
- C. The Vendor cum Developer pursuant to having obtained a No-Objection Certificate dated **09th August, 2016** bearing No. **ASC/CM (AO) /131/01-16/ 869/ 2016 from HAL**, secured a modified revised plan issued by Joint Director, Town Planning Department, BBMP vide license bearing **No.BBMP.Addl.Dir.JD.South/LP 0033/13-14 dated 31st January, 2017**, as per which the development on the Schedule ‘A’ Property consists of one building comprising of two towers i.e. (i)Tower A (shown as North Wing-Tower A in the revised modified plan) having three wings bearing Wing “II-D”, Wing “II-E” and Wing “II-F” with ground floor and 20 upper floors, (ii) Tower B (shown as South Wing-Tower B in the revised modified plan) having three wings bearing Wing “I-A”, Wing “I-B” and Wing “I-C” with ground floor and 16 upper floors and (iii) two common basements (iv) one club house along with (a) the Common Areas in the Towers respectively,

(b) the Common Areas and Amenities and Facilities of the Project this entire development elucidated above is referred to as the “**Project**”.

- D. The Vendor cum Developer has informed the Purchaser that, the Vendor cum Developer is entitled to 52857.87 square meters of FAR (including TDR) as per the present development control regulations (“Total FAR Entitlement”). The Vendor cum Developer has further informed the Purchaser that, the Vendor cum Developer has procured Commencement Certificate dated 14th February, 2017 in respect of 52773.57 square meters of FAR (“Presently Sanctioned FAR”). It is hereby expressly clarified by the Vendor cum Developer that, the Vendor cum Developer shall be entitled to the Balance FAR out of the Total FAR Entitlement and shall be entitled to utilise the same by way of TDR/Development Rights Certificate (DRC).
- E. The Vendor cum Developer has represented and informed the Purchaser and the Purchaser is fully aware that pursuant to the purchase of the Schedule “A” Property as set out in the recital A hereto, on the measurement being done of the Schedule “A” Property the area within the boundary of the Schedule “A” Property is 158,045.01 square feet ie 14682.73 square meter resulting in about 618.1 square feet less and for this Agreement and also for the sale deed of the undivided share, after the deduction as provided in recital F hereto shall be based on the actual area available.
- F. The Vendor cum Developer has represented and brought to the knowledge of the Purchaser and the Purchaser is fully aware that pursuant to the Sanctioned Plan, an area of approximately 212.92 Square Meter may be required for the electrical yard and may be handed over to the Authority, however the floor area ratio (FAR) of the Schedule “A” Property would be utilized in the Project.
- G. The Vendor cum Developer have represented and brought to the knowledge of the Purchaser and the Purchaser is fully aware that the Vendor cum Developer in the development of the Project has utilized FAR and TDR and the Plan is pursuant to taking into consideration the TDR and accordingly the undivided share of the Schedule “A” Property would be allocated to the Purchaser joining the Scheme;
- H. The Vendor cum Developer has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority of Karnataka, and the

Regulatory Authority have registered the Project and granted Registration No. _____ to the said Project. The website of the Project is “_____”. The Purchaser hereby consents and confirms that it shall be the sole responsibility of the Purchaser to review and visit the website "<http://rera.karnataka.gov.in/home>", to get regular updates from time to time on the development/construction approvals of the Project.

- I. The Vendor cum Developer has informed the Purchaser and the Purchaser is aware that the Project consists of one building with two Towers (as defined herein below), there are Common Areas, Amenities and Facilities of the Project which are to be maintained by both the Towers in common. There are Common Areas of the Tower which will be exclusively used and maintained by the owners and or occupiers of that respective Tower.
- J. In terms of the Scheme formulated by the Vendor cum Developer, any persons interested in owning a Private Residence are required to purchase undivided share in the Schedule A Property, pertaining to and within the land area of the Towers in which the Private Residence is located hereinafter referred to as Schedule “B” Property. The undivided share in the Schedule “A” Property shall be corresponding to the Carpet Area of the Private Residence, taking into consideration the FAR (including TDR) achieved for the Project.
- K. The Purchaser being desirous of joining the Scheme, the Purchaser has been allotted Private Residence No. _____ on the __Floor of the Project “__” (shown as Wing ‘___’ of Tower ___ in the approved Plan) having a carpet area of _____ square meters and super built up area of _____ square meters equivalent to _____ square feet along with right to use _____ car parking space/s (hereinafter referred to as the “Schedule “C” Property”) with non-exclusive right to use (i) the Common Area of the Tower; (ii) the non-exclusive right to use the Common Areas of the Project, and (iii) Common Amenities and Facilities of the Project.
- L. The Vendor cum Developer has made Disclosures to the Purchaser in this Agreement under Clause 11;
- M. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

- N. 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;
- O. The Parties, relying on (i) the confirmations, representations and assurances of each other (ii) to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now entering into this Agreement on the terms and conditions appearing hereinafter;

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

Unless the context otherwise requires, the following capitalized terms shall have the meaning set forth below.

- (a) **“Act”** means the Real Estate (Regulation and Development) Act, 2016 (Central Act of 2016) and includes the Karnataka Real Estate (Regulation and Development) Rules, 2017 as may be amended from time to time where the context so requires;
- (b) **“Agreement”** shall mean this Agreement to Sell the Schedule “B” Property and construction of the Schedule “C” Property, including the schedules and annexes hereto, as may be amended from time to time;
- (c) **“Applicable Law”** means all laws, statutes, regulations, codes, bye-laws, ordinances, treaties, judgments, decrees, directives, rules, guidelines, orders, policies and other requirements of any Governmental Authority having jurisdiction over the Schedule “A” Property which are in effect or as may be amended, modified, enacted or revoked from time to time hereafter and including the Act;
- (d) **“Association or Association of Owners or Owners Association”** shall all mean the same, being the Association of Owners that is established by the Vendor cum Developer, in respect of the Project as per the

provisions of the Karnataka Apartment Ownership Act, 1972 and the rules framed thereunder and as may be amended from time to time;

- (e) **“Association Agreement”** shall mean the Maintenance Agreement between the Owners Association and the service provider for maintenance of the Common Areas in the Tower and the Common Areas, Amenities and Facilities of the Project;
- (f) **“Balance Sale Consideration”** shall mean any part of the sale consideration which has not been paid and is required to be paid under this Agreement in terms of the instalments set out in the payment plan in terms of Annexure _____ hereto, each of which individually also being Balance Sale Consideration and collectively also referred to as Balance Sale Consideration.
- (g) **“Balance Cost of Construction”** shall mean any part of the Cost of Construction which has not been paid and is required to be paid under this Agreement in terms of the instalments in the payment plan in terms of Annexure _____ hereto, each of which individually also being Balance Cost of Construction and collectively also referred to as Balance Cost of Construction.
- (h) **“Booking Amount”** shall mean the amounts paid by the Purchaser on the execution of this Agreement being not more than 9.99% of the Sale Consideration and the Cost of Construction.
- (i) **“Completion Period”** shall mean the _____20XX or such extended time as provided in Clause 8 below, before which the Vendor cum Developer would have applied for and secured the Partial Occupancy Certificate/Occupancy Certificate for any of the Tower/s in Project or the Project.
- (j) **“Carpet Area”** shall mean the net usable floor area and the area covered by internal partition walls in the Private Residence and shall exclude area covered by external walls, services shafts, exclusive balcony or verandah and exclusive open terrace and any other Limited Common Areas.

- (k) **“Commencement Certificate”** shall mean certificate issued by the Bruhat Bengaluru Mahanagara Palike;
- (l) **Common Areas in the Tower”** shall mean and include areas demarcated and declared as the common areas of Tower and as detailed in Annexure _____ hereto. The Common Areas in the Tower are subject to such reasonable, non-discriminatory rules and regulations as are prescribed by the Vendor cum Developer or Owners Association to be followed by all the owners/occupiers of the Private Residences in the Project;
- (m) **“Common Areas, Amenities and Facilities of the Project”** shall mean and include areas demarcated and declared as the common areas of Project and as detailed in Annexure _____ hereto. The Common Areas , Amenities and Facilities of the Project are subject to such reasonable, non-discriminatory rules and regulations as are prescribed by the Vendor cum Developer or Owners Association to be followed by all the owners/occupiers of the Private Residences in the Project ;
- (n) **“Cost of Construction”** shall have the meaning ascribed to the term in Clause 4;
- (o) **“Deed of Declaration”** shall mean the deed of declaration that would be executed by the Vendor cum Developer to submit the Project , the Common Areas, Amenities and Facilities of the Project under the provision of the Karnataka Apartment Ownership Act, 1972 and the rules framed thereunder;
- (p) **“Disclosures”** shall mean the disclosures made by the Vendor cum Developer to the Purchaser, pertaining to the Project and the development of the Schedule “A” Property as detailed in Clause 11 below and accepted by the Purchaser to their knowledge;
- (q) **“FAR”** shall mean floor area ratio as defined in **Recital F** ;
- (r) **“Force Majeure”** shall mean the occurrence of one or more of the following events:-
- i) war,
 - ii) flood,

- iii) drought,
 - iv) fire,
 - v) cyclone
 - vi) earthquake
 - vii) any other calamity caused by nature.
- (s) **“Interest”** means the rate of interest payable by the Vendor cum Developer or the Purchaser, as the case may be in terms of this Agreement which is to be calculated at the rate of 2% over and above the highest State Bank of India Marginal Cost Lending Rate (MCLR), or at such rate as may be prescribed under the Act from time to time
- (t) **“Local Authority” or “Authority”** shall mean any union, state, local or other governmental, administrative, regulatory, judicial or quasi-judicial authority or self-regulating authority or agency, commission, board, tribunal, court, Bangalore Electric Supply Company (BESCOM), Bangalore Water Supply and Sewerage Board (BWSSB), Bangalore Development Authority (BDA), Bruhat Bengaluru Mahanagara Palike (BBMP), Real Estate Regulatory Authority, Real Estate Appellate Tribunal and shall include any other competent authority under the Act and having jurisdiction over the Schedule “A” Property;
- (u) **“Limited Common Area”** shall mean the Purchaser Car Parking Area and such other areas from and out of the Common Areas of the Project , which are allotted for the exclusive use by the Private Residences as they would be attached to such Private Residences and capable of being used by these Private Residences and to be maintained by these Private Residences at their cost and not as part of the Common Area.
- (v) **“Occupancy Certificate”** means the occupancy certificate or partial occupancy certificate , or such other certificate by whatever name called, issued by the Authority confirming completion of the Project or any of the Tower/s or part thereof, and pursuant thereto permitting occupation of the Private Residences for which the occupation certificate is issued;
- (w) **“Other Costs Charges and Expenses”** shall mean all the amounts set out in Annexure _____ hereto, which amounts the Purchaser is required

to pay in addition to the Sale Consideration, Cost of Construction and Statutory Payments.

- (x) **“Party”** unless repugnant to the context, shall mean a signatory to this Agreement and **“Parties”** unless repugnant to the context, shall mean a collective reference to all the signatories to this Agreement;
- (y) **“Payment Plan”** shall mean the payments of instalments payable by Purchaser under Annexure _____ and Annexure_____ hereto. Each of which individually also being Payment Plan and collectively also referred to as Payment Plan;
- (z) **“Person”** shall mean any natural person, limited or unlimited liability company, corporation, general partnership, limited liability partnership, proprietorship, trust, union, association, court, tribunal, agency, government, ministry, department, commission, self-regulatory organisation, arbitrator, board, or other entity, enterprise, authority, or business organisation and shall include any other person as defined under the Act;
- (aa) **“Plan”** or **“Sanctioned Plan”** shall mean the building plan, which is approved by the Local Authority prior to start of the Project and as detailed in Recital _____;
- (bb) **“Private Residence/s”** shall mean the residential units together with non-exclusive right to use of Common Areas in the Tower and the Common Areas, Amenities and Facilities of the Project.
- (cc) **“Project”** shall have the meaning ascribed to the term in Recital _____;
- (dd) **“The Project Account”** shall mean the account opened in ICICI Bank, Nariman Point, Branch having Account number 777705004511 standing in the name of the Vendor cum Developer.
- (ee) **“Tower/s”** shall mean individually or collectively mean the Towers to be constructed in Project;
- (ff) **“Purchaser Car Park/s”** shall mean the exclusive car parking space/s allotted to the Purchaser to be used exclusively by the Purchaser so long

as the Purchaser owns and occupies the Schedule “C” Property or by any of the occupiers of the Schedule “C” Property under the authority or agreement with the Purchaser herein. The regulation for the use of Purchaser Car Park/s shall be in terms of Annexure ____ hereto;

- (gg) “**Purchaser Covenants**” shall mean covenants given by the Purchaser in terms of Clause 13 hereof;
- (hh) “**Purchaser’s Warranties**” shall mean the warranties, assurances and representations given by the Purchaser in terms of Clause 10.2 hereof;
- (ii) “**Residence Owners/Owners**” shall mean any owner or owners of Private Residence/s in the Project ;
- (jj) “**Rights and Obligations**” shall mean that the Purchaser shall be bound by the obligations set out in Schedule “E” hereto and have the rights set out in the Schedule “D” hereto in the use and enjoyment of the Schedule “C” Property;
- (kk) “**Sale Consideration**” shall have the meaning ascribed to the term in Clause 3;
- (ll) “**Sale Date**” shall mean the date of execution and registration of the Sale Deed by the Vendor cum Developer in favour of the Purchaser;
- (mm) “**Sale Deed**” shall mean the deed of sale to be executed by the Vendor cum Developer for legally conveying the absolute right, title and interest in the Schedule “B” and “C” Property in favour of the Purchaser on the terms and conditions contained therein.;
- (nn) “**Schedule “A” Property**” shall mean the land on which the Project is being developed by the Vendor cum Developer and ascribed to the term in Recital A and more fully described in the Schedule “A” hereto;
- (oo) “**Schedule “B” Property**” is the undivided share portion of the land out of the Schedule “A” corresponding to the Schedule “C” Property as defined below more fully set out in the Schedule “B” hereto;

- (pp) “**Schedule “C” Property**” is the Private Residence which is to be constructed under the Scheme and more fully described in the Schedule “C” herein below;
- (qq) “**Scheme**” shall mean the scheme of development of the Project under which Persons interested in owning a Schedule “C” Property in the Project (a) would have to acquire Schedule “B” Property corresponding to the Schedule “C” Property (which undivided share is corresponding to such Private Residence taking into consideration the FAR achieved (including TDR) based on the land in the Schedule “B” hereto utilised for the Project) and (b) to get the Schedule “C” Property constructed by the Vendor cum Developer .
- (rr) “**Vendor cum Developer Warranties**” shall mean the representations, assurances and warranties given to the Purchaser in terms of Clause 10.1 below;
- (ss) “**Specifications for the Project**” shall mean the specifications as per Sanctioned Plan and Scheme of development set out in Annexures _____, _____ and _____ , respectively hereto ; “**Statutory Payments**” shall mean statutory charges including Goods and Service Tax (“GST”) as applicable from time to time , which will be payable by the Purchaser in addition to the Sale Consideration, Cost of Construction and Other Cost Charges and Expenses, under this Agreement;
- (tt) “**Structural Defects**” shall mean any structural defect or defect in workmanship, quality or provision of services or any other obligations of the Vendor cum Developer relating to such Schedule “C” Property;
- (uu) “**Super Built Up Area**” of any Schedule “C” Property shall mean the aggregate of (i) the Carpet Area of such Schedule “C” Property, and (ii) thickness of the external walls (iii) balconies and terraces and a proportionate share of the Common Areas and such of the Common Area used for housing the Common Amenities and Facilities of the Project ; and
- (vv) “**TDR**” shall mean Transfer of Development Rights that the Vendor cum Developer has acquired in order to add to the construction of the Project.

1.2 Interpretation

Unless the context otherwise requires in this Agreement,

- (a) In this Agreement, any reference to any statute or statutory provision shall include all the current statutes either state or central, their amendment, modification, re-enactment or consolidation;
- (b) any reference to the singular shall include the plural and vice-versa;
- (c) any references to the masculine, the feminine and the neutral gender shall also include the other;
- (d) the recital, annexures and schedules annexed herein forms part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any recitals, annexures and schedules to it.
- (e) Harmonious Interpretation and Ambiguities within the Agreement:

In case of ambiguities or discrepancies within the Agreement, the following shall apply:

- (i) Between two Articles of this Agreement, the provisions of the specific Article relevant to the issue under consideration shall prevail over general provisions in the other Articles.
- (f) reference to this Agreement or any other deed, agreement or other instrument or document shall be construed as a reference to this Agreement or such deed, other agreement, or other instrument or document as the same may from time to time be amended, varied supplemented or novated;
- (g) each of the representations and warranties provided in this Agreement are independent of other unless the contrary is expressly stated,
- (h) no Section in this Agreement limits the extent or application of another Section;

- (i) headings to clauses, parts and paragraphs of this Agreement, Annexures and Schedules are for convenience only and do not affect the interpretation of this Agreement;
- (j) the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- (k) this Agreement is a joint draft of the Parties and any rule of statutory interpretation interpreting agreements against a party primarily responsible for drafting the agreement shall not be applicable to this Agreement.

2 AGREEMENT TO SELL AND CONSTRUCT

That in pursuance of the foregoing and in consideration of the Purchaser joining the Scheme of development and paying (a) the Sale Consideration, the Cost of Construction (b) the Other Cost Charges and Expenses, (c) the Statutory Payments and complying with the Purchaser Covenants and the obligations herein, the Vendor cum Developer, agrees to sell to the Purchaser and the Purchaser agrees to purchase the Schedule "B" Property and the Vendor cum Developer agrees to construct the Schedule "C" Property under the Scheme in terms of the Agreement.

3 SALE CONSIDERATION FOR THE SCHEDULE "B" PROPERTY:

- 3.1 The Sale Consideration to be paid by the Purchaser to the Vendor cum Developer, shall be Rs. _____ /- (Rupees _____ only) towards the sale of the Schedule "B" Property to enable the Purchaser to get constructed the Schedule "C" Property by paying the Cost of Construction to the Vendor cum Developer.
- 3.2 The Purchaser shall be required to pay the Balance Sale Consideration in terms of the Payment Plan.

4 COST OF CONSTRUCTION OF THE SCHEDULE “C” PROPERTY:

4.1 The Cost of Construction of the Schedule “C” Property hereby agreed to be constructed and delivered by the Vendor cum Developer, shall be Rs. _____/- (Rupees _____ only).

4.2 The Purchaser will be required to pay the Balance Cost of Construction to the Vendor cum Developer in terms of Annexure ____ hereto (Payment Plan).

5 PAYMENT OF BOOKING AMOUNT AND BALANCE OF THE SALE CONSIDERATION & COST OF CONSTRUCTION, THE OTHER COST CHARGES AND EXPENSES AND THE STATUTORY PAYMENTS.

5.1 The Purchaser has paid a sum of Rs. _____/- (Rupees _____ only) being the Booking Amount for the Schedule “C” Property on the execution of this Agreement.

5.2 The Purchaser has assured the Vendor cum Developer that the Purchaser shall pay the Balance of the Sale Consideration, the Balance of the Cost of Construction and the Other Costs, Charges and Expenses without any delay or default. The Payment Plan is linked to the percentage of completion of each stage of construction. In the event of any acceleration in payment of any stages of construction due to the Vendor cum Developer having completed the stage of construction in advance, the Purchaser shall make such payment which is due on the completion of that stage of construction as per the Payment Plan. The Purchaser is fully aware and has agreed that the time of payment of the amounts in terms of Payment Plan and each instalments is the essence of the contract in view of the Scheme. The Purchaser has assured the Vendor cum Developer that the Balance of the Sale Consideration and the Balance of the Cost of Construction, the Other Costs, Charges and Expenses and the Statutory Payments shall be paid by the Purchaser within 15 (fifteen) days of the Vendor cum Developer having raised a demand for payment of such instalment.

5.3 In case there is any change/modification in the Statutory Payments, the subsequent Statutory Payments shall be increased/reduced based on such change/modifications based on the Applicable Law.

- 5.4 The Vendor cum Developer has further informed the Purchaser and the Purchaser is fully aware that the default in payments of the instalments set out in the Payment Plan would affect the entire Project development.
- 5.5 The Purchaser has been made aware and the Purchaser is fully aware that there are other purchasers who would be joining the Scheme and would rely upon the assurance given by the Purchaser herein for the payment of the instalments set out in the Payment Plan and the Statutory Payments within time and without any delay or default.
- 5.6 All payments towards the Balance of the Sale Consideration shall be made by cheque or demand draft or wire transfer payable in favour of the Vendor cum Developer or as directed by the Vendor cum Developer to the Project Account.
- 5.7 All payments towards the Balance of the Cost of Construction shall be made by cheque or demand draft or wire transfer payable in favour of the Vendor cum Developer as directed in the Project Account.
- 5.8 In cases of out station cheque or demand draft or wire transfer, the collection charges, if any, will be debited to the Purchaser/s account and credit for the payment made will be given on net credit of the amount of the instalment. In case of the first time a cheque is dishonoured, a sum of Rs. 3000/- (Rupees Three Thousand Only) would be debited to the Purchaser's account. In case of a cheque is dishonoured for the second time, a sum of Rs. 5000/- (Rupees Five Thousand Only) would be debited to the Purchaser's account.
- 5.9 Subject to the Purchaser complying with the terms and conditions of this Agreement, and payment of all amounts payable by the Purchaser under this Agreement, the Vendor cum Developer shall execute the Sale Deed and register the Sale Deed in favour of the Purchaser, in accordance with the Act.
- 5.10 Tax Deduction at Source ("TDS") of 1% of Sale Consideration and Cost of Construction shall be paid by the Purchaser as per the provision of section 194 IA of the Income Tax Act or such other rate, as may be prescribed from time to time. The Purchaser shall issue a certificate of deduction of tax in Form 16B to the Vendor cum Developer on or before 22nd of the subsequent month of deduction.

5.11 The Cost of Construction shall be escalation-free, however the Purchaser hereby agrees to pay, any increase in Cost of Construction on account of development charges, taxes payable to the Authority and/or Statutory Payments which may be levied or imposed by the Authority from time to time. The Vendor cum Developer hereby agrees to enclose the notification/order/rule/regulation for effecting the increase in development charges or cost/ charges imposed by the Authority along with the demand letter being issued to the Purchaser.

6 DELAY AND DEFAULT IN PAYMENT OF INSTALMENTS UNDER THE PAYMENT PLAN AND BREACH BY THE PURCHASER

- 6.1 In the event of there being any delay by the Purchaser in payment of the instalments under the Payment Plan, on the due dates, for whatsoever reasons, the Purchaser shall become liable to pay Interest on such outstanding amounts, from the due date of payment till realisation by the Vendor cum Developer of such instalment.
- 6.2 Notwithstanding anything stated in Clause 6.1 above, if the Purchaser defaults in payment of the instalments along with Interest for a period beyond 15 days after having received notice from the Vendor cum Developer, the Vendor cum Developer will be entitled to terminate this Agreement.
- 6.3 In the event of breach by the Purchaser of any of the terms of this Agreement, and such breach not being cured, within a period of 15 days of being notified of such breach, the Vendor cum Developer will be entitled to terminate this Agreement as breach by the Purchaser and on such termination the Vendor cum Developer will be entitled to the rights as provided in Clause 6.4 below.

6.4 In case of termination of this Agreement in terms of Clause 6.2 or 6.3 above, the Vendor cum Developer shall refund the amounts paid towards the Sale Consideration and Cost of Construction to the Purchaser within 7 days of transfer of the Schedule “B” Property and Schedule “C” Property to a third Party after forfeiting 10 % of the (i) Sale Consideration (ii) Cost of Construction, (iii) Interest and (iv) brokerage fees incurred by the Vendor cum Developer, at actuals. On such termination the Vendor cum Developer shall be entitled to deal with the Schedule “C” Property without any further documentations. All amounts paid towards Statutory Payments by the Purchaser to the Vendor cum Developer will not be liable to be refunded.

6.5 If the Purchaser has taken housing loan facility from any financial institution or the bank, then in that event based on the terms of such loan, the amounts that the Purchaser would be entitled to in terms of Clause 6.4 above would be handed over to the financial institution or the bank, and against the receipt of such amount, the bank/financial institution shall forthwith issue “no dues certificate” in favour of the Vendor cum Developer and hand over the original of this Agreement that may be deposited by the Purchaser against the Vendor cum Developer paying the amounts to the bank or any financial institution.

7 CONSTRUCTION OF THE SCHEDULE “C” PROPERTY

7.1 The Vendor cum Developer shall construct the Schedule “C” Property in accordance with the specifications set out herein.

7.2 The Vendor cum Developer shall be entitled to make any additions and/or alterations in the Sanctioned Plans and specifications only as permitted under the provisions of the Act or mandated by the Local Authority provided that the Vendor cum Developer may make such minor additions or alterations as may be required by the Purchaser (at a cost) or such minor changes or alterations as permitted under the provisions of the Act or directed by any Local Authority.

8 DATE OF DELIVERY OF THE SCHEDULE C PROPERTY:

8.1 The possession of Schedule “C” Property shall be delivered by the Vendor cum Developer to the Purchaser within 15 days from the Completion Period provided all the amounts due and payable by the Purchaser under this

Agreement to be paid by the Purchaser in respect of Schedule “B” Property and Schedule “C” Property have been duly paid.

- 8.2 If the Vendor cum Developer fails or neglects to give possession of the Schedule “C” Property to the Purchaser as stated above, then in such case the Purchaser shall be entitled to continue this Agreement with Interest payable by the Vendor cum Developer or give notice to the Vendor cum Developer terminating this Agreement, in which event the Vendor cum Developer shall within 60 (sixty) days from receipt of such notice refund to the Purchaser the amount of deposit and the further amounts, if any, excluding the taxes that may have been received by the Vendor cum Developer from the Purchaser as instalments in part payment in respect of the Schedule “B” Property and Schedule “C” Property . In addition to refund of such amounts by the Vendor cum Developer to the Purchaser, the Vendor cum Developer shall also pay to the Purchaser, Interest from the date the Vendor cum Developer receives such amounts till the date the amounts and the Interest thereon is repaid. The Purchaser hereby agrees and acknowledges that upon termination, the Purchaser shall not have any further claim against the Vendor, in respect of the Schedule “B” Property and Schedule “C” Property or arising out of this Agreement except refund of the aforesaid amounts from the Vendor, and the Vendor cum Developer shall be at liberty to sell the Schedule “B” Property and Schedule “C” Property.
- 8.3 Subject to the Purchaser having complied with the obligations under this Agreement and subject to any Force Majeure or dates as may be mutually agreed between the Parties hereto, the Vendor cum Developer shall secure the completion of the Project within the Completion Period., Within a period of 15 days of the Vendor cum Developer giving written notice to the Purchaser intimating that the Schedule “C” Property is ready for use and occupation and offering possession of the same to the Purchaser and only upon payment of all amounts due and payable by the Purchaser under this Agreement, the Purchaser shall be deemed to be in possession of the Schedule “C” Property, whether the possession has been taken or not. Commencing from the expiry of the 15 (fifteen) days from issue of the intimation in writing by the Vendor cum Developer to the Purchaser, that the Schedule “C” Property is ready for occupation, use, and possession and shall be at the risk of the Purchaser (irrespective of whether possession of the Schedule “C” Property is actually taken by the Purchaser or not) in all respects, including loss or damage arising from the destruction, deterioration or decrease in value of the

Schedule “C” Property. It is agreed that irrespective whether possession of the Schedule “C” Property is actually taken or not by the Purchaser, the Purchaser shall from the date of expiry of the 15th day from the date on which, possession of the Schedule “C” Property is offered by the Vendor cum Developer to the Purchaser, be responsible and liable to bear and pay to the Vendor cum Developer all outgoings in respect of the Schedule “C” Property, all rates, property taxes, municipal taxes, cesses, assessments, betterment charges, levies and all other impositions made by the competent local or public bodies or authorities and/or Government, water charges, insurance, common lights and repairs and salaries of employees, security personals , sweepers, electricity, gas, water-tanker charges, telephone cables, waterlines, drainage lines, sewerage lines and other expenses and outgoings necessary and incidental to the management, administration and maintenance of the Project and Tower. The Purchaser shall pay to the Vendor cum Developer such proportionate share of all outgoings as may from time to time be estimated or determined by the Vendor cum Developer.

- 8.4 The Completion Period shall be extended by such time as the Vendor cum Developer may specify in writing if the completion of the Project is delayed on account of a Force Majeure event and as provided in the Act.

9 RIGHT OF THE VENDOR CUM DEVELOPER TO DEVELOP THE PROJECT, COMMON AREAS IN THE TOWER AND THE COMMON AREAS, AMENITIES AND FACILITIES OF THE PROJECT:

- 9.1 The Purchaser agrees that the Vendor cum Developer shall have an unobstructed right without hindrance, to progress the construction of the Project and all the Common Areas in the Tower and the Common Areas, Amenities and Facilities of the Project.
- 9.2 The Purchaser agrees that the Vendor cum Developer will be entitled to free and un- interrupted access, at any point of time in any part of the Schedule “A” Property, for the development of the Project or for any repairs after due notice and during working hours, unless the circumstances warrant otherwise, with the view to set right any defect,
- 9.3 The Purchaser is fully aware that the Vendor cum Developer will be developing the Project and constructing/completing the Towers, Common Areas in the Tower and the Common Areas, Amenities and Facilities of the

Project from time to time. The Purchaser has assured and agreed that Purchaser shall have no objection to the Vendor cum Developer completing the other Tower within the Completion Period even if the Purchaser has taken possession of the Schedule "C" Property in the Tower which is completed and the Vendor cum Developer has secured Occupancy Certificate for that Tower.

9.4 In the event the Vendor cum Developer takes finance for construction and completion of the Project against the security of the Schedule "A" Property or any part thereof, the same shall not affect the rights and interest of the Purchaser to the Schedule "C" Property.

9.5 The Purchaser is fully aware and has understood the Disclosures made by the Vendor cum Developer pertaining to the Project.

10 REPRESENTATIONS AND WARRANTIES

10.1 The Vendor cum Developer acknowledges that the Purchaser has entered into this Agreement and has agreed to purchase the Schedule "B" Property, and get constructed the Schedule "C" Property from the Vendor cum Developer, taking into consideration the Disclosures made by the Vendor cum Developer under Clause 11 below and based on the representations and warranties set out below (the "**Vendor cum Developer Warranties**"):

10.1.1 The Vendor cum Developer is the absolute owner of the Schedule "B" Property with exclusive possession of the Schedule "A" Property and no Person other than the Vendor cum Developer has any right (legal or beneficial), claim, interest or demand in any manner whatsoever to or in respect of the Schedule "B" Property or any part thereof ;

10.1.2 The Vendor cum Developer has the power to enter into and perform this Agreement and upon execution, this Agreement, would constitute legal, valid and binding obligations on the Purchaser and Vendor;

10.1.3 The Vendor cum Developer has the absolute and unconditional right to sell, transfer or otherwise alienate the Schedule "B" Property;

- 10.1.4 To the knowledge of the Vendor cum Developer, the Schedule “C” Property is not subject to any pending litigation, third party claim, demand, attachment or a process issued by any court or Authority;
- 10.1.5 To the knowledge of the Vendor cum Developer, the Schedule “A” Property is not the subject matter of any acquisition proceeding or any notice for acquisition, or any other notice which may adversely affect the marketability of title of the Schedule “B” Property or the continued retention, use or enjoyment thereof, and there is no order of restrain by any court or order from any authority prohibiting or restraining the alienation of the Schedule “B” Property in the manner herein contemplated;
- 10.1.6 All approvals, licenses and permits issued by the Authorities with respect to the Project are valid and subsisting and have been obtained by following due process of law;
- 10.1.7 The Vendor cum Developer has duly paid and will continue to pay 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 the Project to the competent authorities till the completion of the Project ;
- 10.1.8 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 Vendor cum Developer in respect of the Schedule “A” Property and/or the Project ;
- 10.1.9 The Vendor cum Developer agrees to do and execute or cause to be executed all acts, deeds and things, as may be required by the Purchaser and at the cost of the Purchaser for more fully and perfectly assuring title of the Purchaser to the Schedule “C” Property;
- 10.1.10 The Vendor cum 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;

10.1.11 That the Vendor cum Developer will not convey or cause to be conveyed to any purchaser of the Schedule “C” Property in the Project, without incorporating the covenants and stipulations as are agreed to and undertaken as between the Vendor cum Developer and the Purchaser as per this Agreement;

10.1.12 The Vendor cum Developer is not restricted in any manner whatsoever from selling the Schedule ‘B’ Property and Schedule “C” Property to the Purchaser in the manner contemplated in this Agreement.

10.2 The Purchaser acknowledges that the Vendor cum Developer has entered into this Agreement and has agreed to purchase the Schedule “B” Property, based on the representations and warranties set out below (the "**Purchaser Warranties**");

10.2.1 The Purchaser has the power to enter into and perform this Agreement and upon execution, this Agreement, would constitute legal, valid and binding obligations on the Purchaser;

10.2.2 The Purchaser confirms and acknowledges, that the Purchaser has been furnished with copies of all the title deeds relating to Schedule “A” Property and the Sanctioned Plan and the Purchaser after being satisfied with the title of the Vendor cum Developer to the Schedule “A” property and the Vendor cum Developer’s right to develop Schedule “A” Property, has entered into this Agreement;

10.2.3 That the Purchaser confirms that the Purchaser has been furnished with all the details pertaining to the Disclosures made by the Vendor cum Developer as detailed in Clause 11 below and after understanding the same, the Purchaser has entered into this Agreement.

11 DISCLOSURES:

- 11.1 The Purchaser acknowledges and confirms that the Vendor cum Developer has fully disclosed to the Purchaser and the Purchaser has reviewed all of them and after having understood the implication thereof has entered into this Agreement and the Purchaser has agreed to all of the Disclosures and the Purchaser, expressly grants its consent and no objection to the Vendor cum Developer to undertake every action as per Disclosures.
- 11.2 That, the Owner has purchased 29688.27 square metres of TDR under DRC bearing No. 1890, 1897, 2134 and 2109 in Zone C, issued by Bruhat Bengaluru Mahanagara Pallike for development of the Project, whereas 29684.1square metres has been utilised which is converted and utilized as 19772.38 square metres as the Schedule 'A' Property falls in Zone 'B';
- 11.3 That, the undivided share that would be conveyed to the Purchaser at the time of the execution of the Sale Deed would be based on the calculation of the utilisation of the TDR and the consumption of the FAR for the Project.
- 11.4 The Common Areas in the Tower and Common Areas, Amenities and Facilities of the Project are to be maintained by all the Owners of the Project in common irrespective of the location of such Common Areas in the Tower and the Common Areas, Amenities and Facilities of the Project.
- 11.5 That, the sale of the undivided share would only be for enabling the Purchaser to construct and own the Schedule "C" Property and not for any other purpose. Purchaser has agreed that on the Vendor cum Developer being permitted under the provisions of the Act, for any change in FAR or utilisation of Balance FAR, the undivided share would stand varied and will be corresponding to the Schedule "C" Property that is being constructed under the Scheme. Accordingly the quantum of undivided share to be conveyed would be finally declared in the Deed of Declaration and as per the Sale Deed;
- 11.6 That, the Schedule "C" Property can be used in terms of the rules and regulations formulated by the Vendor cum Developer and/or the Owners Association as well as the terms set out in the Association Agreement executed with the Owners Association and the Service Provider for the

maintenance of the Common Areas of the Project and the Common Areas of the Tower and the Common Areas, Amenities and Facilities of the Project.

11.7 That, the Vendor cum Developer will be forming an Owners Association for the management and maintenance of Common Area in the Tower and the Common Areas, Amenities and Facilities of the Project, under the provisions of the Karnataka Apartment Ownership Act, 1976 pertaining to the Project and a Deed of Declaration as may be executed by the Vendor cum Developer .

11.8 That, the Vendor cum Developer has availed financial facility from (i) ICICI Bank Limited and (ii) ICICI Home Finance Company and in view thereof, the Vendor cum Developer has deposited the documents of title, evidences, deeds in respect to the Schedule 'A' Property with Universal Trusteeship Services Limited (formerly known as 3i Infotech Trusteeship Services Limited). ICICI Bank Limited and ICICI Home Finance Company have provided their no objection to the Vendor cum Developer to proceed with the execution of this Agreement which is annexed hereto and marked as Annexure "_____".

11.9 The Vendor cum Developer has informed the Purchaser and the Purchaser is fully aware and has agreed that the Schedule "C" Property can be used only for residential purpose and in terms of the rules and regulation formulated by the Vendor cum Developer and or the Owners Association.

11.10 The Purchaser is aware and has also agreed that the Vendor cum Developer shall be entitled to grant exclusive right to use and right to deal with Limited Common Area to the other Residence owners. The Purchaser confirms that before execution of this Agreement, the Purchaser has been provided with details of the Limited Common Area of the Project and is fully aware of the exclusive right of user of such Limited Common Areas in the said the Project. The Purchaser has also been informed that the Deed of Declaration shall also provide the details of such Limited Common Area and its use and exclusivity.

12 POSSESSION, CONVEYANCE, AND DELAY IN TAKING POSSESSION:

12.1 Subject to receipt of all the amounts due and payable by the Purchaser under this Agreement, the Vendor cum Developer shall call upon the Purchaser to execute the Sale Deed in accordance with the provisions of the Act.

12.2 Consequent upon the Vendor cum Developer informing that the Schedule “C” Property is ready for handover after receiving the Occupancy Certificate, the Purchaser shall, within 15 (Fifteen) days of such intimation, make all payments under this Agreement, and shall come forward to take possession of the Schedule “C” Property in terms of this Agreement. In the event of the Purchaser failing to make payments and taking possession, it shall be construed as breach on the part of the Purchaser, and the consequences as provided in Clause 6, shall become applicable and the Vendor cum Developer will be entitled to enforce any of its rights thereunder.

12.3 The Purchaser shall also be liable to pay the power charges from the date of the connection, municipal taxes, levies, maintenance charges and any other amounts the Purchaser is required to pay under this Agreement even if the possession and conveyance is not taken and the Vendor cum Developer has not terminated this Agreement.

12.4 The Purchaser shall be liable to pay the stamp duty and registration fees in terms of Clause 25(f) below.

12.5 The Purchaser shall also bear the legal costs associated with the preparation, finalisation, completion, and execution of the documentation, in respect of this transaction including but not limited to this Agreement, Sale Deed, declaration/s (under the Karnataka Apartment Ownership Act 1972 and the rules thereunder) and or any such documents as may be necessary..

13 THE PURCHASER ASSURES, UNDERTAKES AND COVENANTS WITH THE VENDOR CUM DEVELOPER AND THE VENDOR CUM DEVELOPER AS FOLLOWS:

13.1 That the Purchaser shall not be entitled to claim conveyance and possession of the Schedule “C” Property until the Purchaser fulfils and performs all the obligations and completes all payments under this Agreement.

13.2 To get the Schedule “C” Property, constructed by the Vendor cum Developer, and shall have no right to construct or to require the Schedule “C” Property to be constructed through any Person other than the Vendor cum Developer.

13.3 Not to seek partition or division or separate possession of the Schedule “B” Property, not to object to the construction of other structures on the Project by

the Vendor cum Developer including residences for sale to other purchasers and not to question or challenge the sale price agreed between the Vendor cum Developer and the purchasers of the rest of the undivided interests in the Project. This covenant shall run along with the land comprised in the Schedule “B” hereto.

- 13.4 That the Purchaser has inspected the documents of title, relating to the Schedule “A” Property belonging to the Vendor cum Developer. The Purchaser has studied the legal opinion furnished, the Sanctioned Plan, Specifications of the Project and the Scheme of development and the right of the Vendor cum Developer to develop the Project and the Disclosures. The Purchaser, after taking legal advice and after being satisfied with the title and having understood the plan sanctions, Specifications of the Project and the Scheme of development of the Project, the rights of the Vendor cum Developer and the Disclosures made by the Vendor cum Developer has entered into this Agreement.
- 13.5 That the Purchaser has entered into this Agreement with the full knowledge of all laws, rules, regulations, notifications applicable to 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 Schedule “C” Property, all the requirements, requisitions, demands and repairs which are required by any Authority in respect of the Schedule “C” Property at his/her own cost.
- 13.6 That the consideration agreed herein is based on the mutual negotiations between the Purchaser and the Vendor cum Developer, and the Purchaser shall have no right to renegotiate on the consideration in comparison with the other purchasers of the Private Residences in the Project for any reason whatsoever.
- 13.7 The Purchaser and other Residence Owners o undertake to join the Owners Association formed by the Vendor cum Developer. The Purchaser along with the Sale Deed will also execute Form B as provided in the Karnataka Apartment Ownership Act, 1976.
- 13.8 That the Purchaser and the Owners Association shall take over the maintenance of the Project in terms of Clause 19 of this Agreement.

- 13.9 That after the Project is handed over to the Owners Association, the Vendor cum Developer 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 Common Areas in the Tower and Common Areas, Amenities and Facilities of the Project as well as the fire safety equipment, fire protection systems, their supporting equipment, pollution control and other general safety equipment, related facilities and services. The Purchaser with the other Residence Owners shall ensure that periodical inspections of all such Common Areas in the Tower and Common Areas, Amenities and Facilities of the Project are done so as to ensure proper functioning thereof.
- 13.10 After the maintenance of the building is handed over to the Owners Association, the Vendor cum Developer 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 regard to the Common Areas in the Tower and Common Areas, Amenities and Facilities of the Project.
- 13.11 Statutory Payments for the development of the Schedule "C" Property further to this Agreement which are not levied at the moment, but after the Schedule "C" Property is handed over, shall be borne and paid by the Purchaser. Statutory Payments levied by competent authorities under the law, in respect of any services which the Vendor cum Developer would be rendering to the Purchaser pursuant to this Agreement, shall also be borne and paid by the Purchaser and the Purchaser will indemnify the Vendor cum Developer of any instances of taxes on this Agreement, accruing in future.
- 13.12 The Purchaser covenants that the Purchaser shall be bound and liable to comply with the obligations set out in Schedule E and will have the rights set out in Schedule D in the enjoyment of the Schedule "C" Property and the Common Areas in the Tower and the Common Areas, Amenities and Facilities of the Project on the Schedule "C" Property being complete and handover.
- 13.13 That the Purchaser shall not have any right, at any time whatsoever, to obstruct or hinder the progress of the development of the Project on the

Schedule “A” Property including the development and construction of the Project in which the Schedule “C” Property is located.

- 13.14 That though the Purchaser’s rights under this Agreement are confined to the Schedule “C” Property of the Project, the Purchaser shall not have any right in any other part of the Project and the Schedule “A” Property.
- 13.15 That the Purchaser or its agents shall not enter the Schedule “A” Property or the Vendor cum Developer’s constructed area for any reason whatsoever without the express consent of the Vendor cum Developer until the Purchaser has received possession of the Schedule “C” Property as per terms of this Agreement.
- 13.16 The Purchaser agrees not to alter or subscribe to the alteration of the name of the Project, “Peninsula Heights”, it being acknowledged that neither the Purchaser nor other owners of residences within the Project have any right to seek such change. The Vendor cum Developer will be entitled to make the change in the name.
- 13.17 On inspection during the progress of works of the Schedule “C” Property, the Purchaser, if required, may discuss matters relating to the construction only with the designated Person/s of the Vendor cum Developer and not with any other representatives of consultants, contractors or agencies working on the Schedule “A” Property. The Purchaser shall not instruct the site staff to stop/modify/continue any works for any reasons whatsoever.
- 13.18 All interior related works by the Purchaser can be taken up only after handing over possession of the Schedule “C” Property to the Purchaser by the Vendor. The Vendor cum Developer does not owe any responsibility for any breakages and/or damages caused to any of the finishing works or to the structure already handed over to the Purchaser. The Vendor cum Developer is not answerable to any thefts during the course of the interior works.
- 13.19 The Parties agree that any default by the Purchaser in complying with the payment obligations stipulated in this Agreement would constitute sufficient reason/cause for the Vendor cum Developer to terminate this Agreement and in which case the consequences of termination under Clause 6 would follow immediately.

- 13.20 The Purchaser covenants that the Purchaser shall comply with all the rules and regulations pertaining to Common Areas in the Tower, Common Areas, Amenities and Facilities of the Project nor place any heavy material in the Common Areas being passages or staircase of the Project /Tower in which the Schedule “C” Property is located.
- 13.21 The Purchaser shall be solely responsible to keep the Schedule “C” Property at his/her own cost the walls, drains, pipes and other fittings in good and habitable condition in particular so as to support and protect the parts of the Tower, and to carry out any internal works or repairs as may be required by the Owners Association;
- 13.22 The Purchaser agrees that all the above covenants and assurances of the Purchaser as set out above shall continue upto the date of execution of the Sale Deed and shall be repeated under the Sale Deed.
- 13.23 The Purchaser shall bear his share of all applicable taxes, cess, charges miscellaneous deposits, charges, statutory levies, etc. payable to the Local Authorities, which costs may be incurred by the Vendor cum Developer on the Project wise basis or on per unit basis. Where taxes cess, charges etc. are payable on the Project wise basis, these shall be prorated based on the measurement of the Schedule “C” Property and shall be payable by the Purchaser within a period of 15 (Fifteen) days of a demand being made by the Vendor cum Developer in this behalf.
- 13.24 The Vendor cum Developer shall not be held liable for any representations, commitments, details, information, diagrams, etc. provided by any real estate agent, broker, channel partner, or middleman of whatsoever nature, not stated in this Agreement or provided by the Vendor cum Developer.

14 NATURE OF RIGHT OF USAGE

- 14.1 It is agreed that the Schedule “C” Property shall be used only for the purpose of a personal residence.
- 14.2 It is agreed that the Purchaser Car Park/s shall be used only for parking car/s and the Purchaser Car Park/s shall not be used for storage, disposal of old tyres, or as any accommodation for helpers , drivers etc.

14.3 All the Common Areas in the Tower and the Common Areas, Amenities and Facilities of the Project shall be for non-exclusive use and will be based on the rules and regulations of the Owners Association and as provided herein.

14.4 The Purchaser shall not be permitted to use the services areas and the basements which are part of the Common Areas of the Project in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Owners Association formed by the Purchases for rendering maintenance services.

15 RIGHT TO REBUILD AFTER THE PURCHASER HAS TAKEN POSSESSION AND CONVEYANCE.

15.1 In the event of damage or destruction of the Project or any portions thereof for any reason other than Structural Defects, where such damage or destruction occurs after the completion of the Project, all Residence Owners in the Project shall have the right to repair or rebuild the Project and the Schedule "C" Property . Subject to Applicable Law, the repair or reconstruction of the Project and Schedule "C" Property shall be carried out on the basis of the sanctioned plan and other approvals that may be required.

15.2 All the Residence Owners of the Project which is damaged or destroyed shall bear the cost of such repair or reconstruction in a fair and equitable manner and may utilise the funds available with the Owners Association for these purposes in accordance with the rules and regulations of the Deed of Declaration. Without prejudice to the foregoing, the Purchaser agrees that the proceeds of any insurance that may be obtained by the Owners Association for insuring the Project against any such damage or destruction, shall be utilized only for the purpose of such repair or reconstruction.

16 ASSIGNMENT

16.1 The Purchaser hereby agrees and confirms that this Agreement is not transferable / assignable to any other third party or entity except as provided in this clause.

16.2 It is agreed that until the date the Vendor cum Developer offers possession of the Schedule "C" Property to the Purchaser and the Vendor cum Developer receives the Sale Consideration and Cost of Construction and others amounts

(as mentioned herein) from the Purchaser, (“**Lock-in Period**”), which shall be treated as lock-in-period for the Purchaser, wherein the Purchaser shall not be entitled to assign/transfer, by whatsoever manner, the benefits/liabilities under this Agreement in favour of any third person/party. The Purchaser acknowledges the fact that the Lock-in-Period is the essential term and integral part of the understanding between the Parties and the Purchaser agrees to abide by the same. In the event, the Purchaser assigns/transfers its/his/her benefit under this Agreement, during the subsistence of the Lock-in-Period, then it shall be construed as a breach of the terms of this Agreement and in such a scenario, the Vendor cum Developer shall be entitled to terminate this Agreement and the consequences of termination as set out in Clause 6 hereinabove shall follow.

16.3 Any assignment shall be subsequent to the expiry of Lock-in Period and shall be subject to Clause 16.2 and be done only by way of written agreement between the Vendor cum Developer and the Purchaser herein and the new purchaser. The new purchaser shall undertake to be bound by the terms of this Agreement including payment of the transfer fees of Rs. 300/- per square foot (Rupees Three Hundred only) per square foot to the Vendor cum Developer. The transfer fee under this clause shall not apply in case of transfer made to and between the family members i.e., father, mother, brother, sister, son, daughter, husband and wife.

17 CLUB AND MEMBERSHIP OF THE CLUB

17.1 The Purchaser is fully aware that the Vendor cum Developer will be providing a Club. The said Club will be managed by the Vendor cum Developer or any operator that the Vendor cum Developer may appoint. The Club shall be located on the portion of Ground Floor of the Tower A Wing D, E & F and Tower B and First Floor of Tower A Wing D of the Project and the undivided share in the Schedule A Property corresponding to the constructed area of the Club shall be conveyed among all the purchasers in the Project on a pro rata basis, taking into consideration the measurement of the constructed area acquired by them in the Project. The Purchaser herein will be entitled to the use of such Club on a payment of club membership fees as prescribed by the Vendor cum Developer. The Purchaser and all other owners of the Residences shall be bound by the rules and regulations of the Club. The Purchaser will be required to pay the club membership fees and other usage charges for the facilities provided in the Club as prescribed by the

Vendor cum Developer or the Owners Association. The Owners Association on handing over of the Club and its facilities will be responsible to manage, maintain and operate the same.

17.2 Apart from the rules and regulations that would be formulated by the Vendor cum Developer and or the operator of the Club, the fundamental use of the Club shall be in the manner set out below:

17.2.1 In the event the property is purchased by a partnership firm, then a partner or any authorized representative of the said partnership firm occupying the Schedule "C" Property would be entitled to use the said Club on payment of the club membership fees.

17.2.2 In the event the Schedule "C" Property is purchased by a public limited or a private limited company, any person occupying as the authorized occupier on behalf of the said company shall be entitled to the use of the said Club on payment of the club membership fees.

17.2.3 In the event of inheritance, the person inheriting and occupying the Schedule "C" Property shall be entitled to membership of the said Club on payment of the club membership fees.

17.2.4 In the event of there being any co-owner of Schedule "C" Property such co-owners occupying the Schedule "C" Property will be entitled to the use of the said Club on payment of the club membership fees.

17.2.5 In any other case like tenancy, lease, license etc, the occupier of the Schedule "C" Property will be entitled to the use of the said Club on payment of the club membership fees.

18 TAXES AND FEES

18.1 The Purchaser shall pay the Statutory Payments, Khata transfer fees or any other charges that are necessary for securing separate assessment for the Schedule "C" Property. It is clarified that the Purchaser shall pay all municipal and property taxes payable or arising in respect of the corresponding Carpet Area of the Schedule "C" Property.

18.2 If any Statutory Payments becoming payable in respect of the Schedule “B” Property and or the Schedule “C” Property or the Project by the Vendor cum Developer for the period after grant of occupation certificate , or if the rates of such Statutory Payments increase from the currently applicable rates after the handing over of the possession to the Purchaser of the Schedule “C” Property, a proportionate amount of such Statutory Payments or the increase thereof shall be borne by the Purchaser and paid by the Purchaser within 15 (Fifteen) days of a demand for the same being made by the Vendor cum Developer . The Purchaser shall also reimburse to the Vendor cum Developer any amounts paid by it on this account. However, all such payments required to be made by the Purchaser shall be similar to the charges payable by all the other Residence Owners.

18.3 The Purchaser shall be liable to pay such maintenance charges from the date the Schedule “C” Property is ready for occupation and is notified, whether the possession is taken or not by the Purchaser.

19 OWNERS ASSOCIATION

The Owners Association shall be formed by the Vendor cum Developer at any time but, within 3 (three) months or as may be provided under the Act, whichever is later from the date on which majority of the purchasers have been allotted apartments in the Project. On and from the Sale Date, the Purchaser and the use by the Purchaser of the Schedule “C” Property, and the Project shall be governed *inter alia* by the rules and regulations prescribed by the Vendor cum Developer, Deed of Declaration that would be executed by the Vendor cum Developer, and later by the Owners Association from time to time. The Purchaser shall not at any time question or challenge the validity or the binding nature of such rules and regulations and shall at all times comply with the same. All the present or future owners, tenants, guests and licensees or their employees, or any other Person who is lawfully entitled to use the Schedule “C” Property, in any manner whatsoever, shall be subject to such rules and regulations. The mere acquisition, rental, or taking on license the Schedule “C” Property or the mere act of occupancy of the Schedule “C” Property, shall signify that the rules are accepted, ratified and will be complied with by the acquirer, tenant or licensee.

20 MAINTENANCE OF THE SCHEDULE C PROPERTY:

- 20.1 The Purchaser shall, from the date the Schedule “C” Property being ready for occupation, whether possession of the same is taken or not, shall pay proportionate share of all outgoings and maintenance costs and general expenses such as insurance, municipal taxes/expenses, and cesses, electrical and water tax and all other maintenance charges of the Common Areas in the Tower and Common Areas, Amenities and Facilities of the Project as determined by the Vendor cum Developer and no circumstances be liable for the same.
- 20.2 The Purchaser shall also observe and abide by all the Bye-laws, Rules and Regulations prescribed by the Municipality or State/Central Government Authority, in regard to ownership or enjoyment of Schedule “C” Property apart from the rules and regulations of the Owners Association.
- 20.3 The Purchaser shall permit the Vendor cum Developer, Owners Association and/or maintenance service provider to enter into the Schedule “C” Property 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.
- 20.4 The Vendor cum Developer or the maintenance service provider appointed by the Vendor cum Developer will be the exclusive maintenance service provider for the maintenance to be provided to the Common Areas in the Tower and the Common Areas, Amenities and Facilities of the Project until Vendor cum Developer hands over the charge to the Owners Association of the Project. The charges for such services and maintenance shall be paid by the Purchaser and other Residence Owners. The Purchaser and other Residence Owners in the Project shall not make arrangements with any outside maintenance service provider other than as defined in the Association Agreement until Vendor cum Developer hands over the charge to the Owners Association of the Project..
- 20.5 It is hereby clarified that the Vendor cum Developer shall not be responsible, accountable or liable in any manner whatsoever to any person including the Purchaser, the Owners Association for any act, deed, matter or thing committed or omitted to be done by the maintenance service provider and/or

the operator of the Club, if any in due course of such maintenance, management, control and regulation of the Project.

- 20.6 The Vendor cum Developer will maintain the Common Areas in the Tower and the Common Areas, Amenities and Facilities of the Project until handover of charge to the Owners Association.

21 PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

The Purchaser is fully aware and acknowledges, understands and agrees that the logo, the mark and all Intellectual Property Rights with the Vendor cum Developer is the sole and exclusive property of the Vendor cum Developer and the Vendor cum Developer has all the intellectual property rights thereto and any use of the same without any limitation whatsoever and in any shape or form or in any manner whatsoever by the Purchaser or any other Person, is expressly prohibited and only the Vendor cum Developer is entitled to the same and to use the same in any form, manner, for any products, and to exploit the same. In the event of violation of the Vendor cum Developer's intellectual property rights by the Purchaser in any manner, the Vendor cum Developer, apart from injunctive relief will also be entitled to be compensated fully including all cost, charges and expenses incurred by the Vendor cum Developer in protecting its rights.

22 DEFECT LIABILITY PERIOD:

- 22.1 In the event of any Structural defects, being informed by the Purchaser in writing within the period of five years from the date of offer of possession to the Purchaser, the Vendor cum Developer will attend to the same within 30 days of such notice or such other time period as may be reasonably required to rectify the defect at its cost.

Provided further, if any defect or damage is found to have been caused due to the negligence of the Purchaser or any other purchaser/s or his/her/their agents or structural defects caused or attributable to the Purchaser or any other purchaser/s or his/her/their agents including by carrying out structural or architectural changes from the original design attributes, demolition, dismantling, making openings, removing or re-sizing the original structural framework, putting excess or heavy load or using the Schedule "C" Property other than for its intended purpose or such other reasons attributable to the

Purchaser, then the Vendor cum Developer shall not be liable for the same and shall be absolved from its responsibilities under the Act.

23 TERMINATION BY PURCHASER:

23.1 In the event of (i) there being any delay in securing the Occupancy Certificate by the Vendor cum Developer, beyond the Completion Period, for reasons other than Force Majeure or (ii) due to discontinuance of the business of the Vendor cum Developer on account of suspension or revocation of registration of the Project in terms of the Act, the Purchaser will have the discretion to:

23.1.1 continue with the Agreement, in which event the Vendor cum Developer shall become liable to pay to the Purchaser the Interest on the amounts paid under the Payment Plan till such period the default is cured by the Vendor cum Developer ; or

23.1.2 terminate this Agreement and on such termination the Vendor cum Developer shall refund within 60 days, all the amounts received till the date of the termination with Interest thereon subject to deduction of Statutory Payments and brokerage fees incurred by the Vendor cum Developer . On such termination notice being issued by the Purchaser, the Vendor cum Developer will be entitled to deal with the Schedule “C” Property without any reference to the Purchaser and also receive the original documents.

23.2 The Vendor cum Developer will be entitled to extension of time for completion of the Project, if the development is delayed by any Force Majeure event and notified;

23.3 If the Purchaser desires to terminate this Agreement for no cause, the Purchaser shall notify the Vendor cum Developer of its intent to terminate in writing with acknowledgement and this Agreement shall stand terminated without any requirement of any further documentation. The letter of termination shall serve as the termination document for this clause and the Purchaser shall hand over the originals of this Agreement to process the payment under this clause. On such notification by the Purchaser, the Vendor cum Developer shall be entitled to forfeit (i)10 % of the Cost of Construction and Sale Consideration (ii) any Interest due on the Cost of Construction and Sale Consideration (iii) Statutory payments (iv) brokerage fees for the transaction and the remaining balance amount of money paid by the

Purchaser, if any, shall be refunded by the Vendor cum Developer to the Purchaser within 60 (sixty) days of sale of the Schedule “C” Property to any third Person.

24 **NOTICES**

Any notice and other communications provided for in this Agreement shall be in writing and shall be first transmitted by facsimile/electronic transmission and then confirmed by internationally recognised courier service, in the manner as elected by the Party giving such notice to the following addresses:

- (a) In the case of notices and other communications to the Vendor cum Developer:

Address :
Attention :
Telephone :
Facsimile :
Email :

- (b) In the case of notices and other communications to the Purchasers:

Address :
Attention :
Telephone :
Facsimile :
Email :

- (c) All notices shall be deemed to have been validly given on **(i)** the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile/electronic transmission, or **(ii)** the business date of receipt, if transmitted by courier or registered mail.
- (d) Any Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement by giving to the other Party not less than 15 days prior written notice.

(a) **Reservation of rights**

No forbearance, indulgence or relaxation or inaction by the Parties at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of the Parties to require performance of that provision. Any waiver or acquiescence by the Parties of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence of any right under or arising out of this Agreement or of the subsequent breach, or acquiescence to or recognition of rights other than as expressly stipulated in this Agreement.

(b) **Severability**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other Applicable Laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or 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.

(c) **Amendment**

No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereto or any rights arising here from shall be valid or binding unless made in writing and duly executed by both Parties.

(d) **Counterparts**

This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. The Parties will be signing such counterpart.

(e) **Entirety**

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 Schedule “B” Property and Schedule “C” Property.

(f) **Special Terms**

This Agreement and all annexures as incorporated into this Agreement by reference, constitute the entire agreement between the parties hereto and there are no other representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Vendor cum Developer or any agent, Channel partner/s employee or representative of Vendor cum Developer or any other person including, without limitation, arising out of any marketing material including sales brochures, models, photographs, videos, illustrations, provided to the Purchaser or made available for the Purchaser’s viewing. This Agreement shall form the only binding agreement between the parties hereto subject only to the terms and conditions contained herein and this Agreement fully supersedes and replaces any previous agreements concerning the Schedule “B” Property and Schedule “C” Property/Scheme/Project between the parties hereto. The Purchaser hereby agrees that the Promoter shall provide only such Common Areas in the Tower and Common Areas, Amenities and Facilities in the Project, as are set out in the Annexure “____ and ____” hereto and that such Annexure “____” , “____” and “____” shall supersede all marketing materials/brochures/scale models/cut section models/AV walk-through/other marketing collaterals/any form of digital marketing communications.

(g) **Stamp Duty, Registration Charges etc.**

- 1) The stamp duty payable on this Agreement, shall be borne by the Purchaser exclusively. The Vendor cum Developer shall have no liability in respect thereto.

- 2) The stamp duty and registration fee or any demands for deficit prevailing on the Sale Date, legal expenses for the documentation of this Agreement and the Sale Deed and all other miscellaneous and incidental expenses for execution and registration of Sale Deed, shall be borne and paid by the Purchaser exclusively. The Vendor cum Developer shall have no liability in respect thereto. However, in case the Purchaser fails to deposit the stamp duty, registration charges and all other agreed charges the Purchaser authorizes the Vendor cum 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 Vendor cum Developer is made by the Purchaser. The Purchaser shall be solely responsible and liable for compliance of the provisions of Karnataka Stamp Act including any actions taken or deficiencies/penalties imposed by the Authority.

(h) Dispute Resolution

All or any dispute arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act. Any other aspect not covered by the Act pertaining to this Agreement, to be adjudicated by the competent court of law under the relevant provision of the Applicable Law.

(i) Governing law and Jurisdiction

The provisions of this Agreement shall, in all respects, be governed by, and construed in accordance with the laws of India. The Parties agree that the courts in Bangalore shall have jurisdiction. The Regulatory Authority or the Appellate authority under the Rules framed by the Government of Karnataka would have jurisdiction for the matters arising under this Agreement and falling under the Act.

26 PERMANENT ACCOUNT NUMBER AND AADHAR CARD NUMBER.

The Permanent Account number and Aadhar Card Number are as follows:

- (a) **Vendor cum Developer** :

- (c) **Purchaser** :

SCHEDULE “A”

(Description of the entire property on which the Project is being developed)

All that piece and parcel of property presently bearing Municipal No. 46/1, 46/2, 47/2 and 8/1, Marenahalli, 2nd Phase, J.P Nagar, Ward No. 57, J.P Nagar, Bangalore, PID No. 57-135-46/1,46/2,47/2 and 8/1, earlier bearing Municipal No. 46/1, 46/2, 47/2 and 8/1, Municipal No. 46/1, 46/2, 47/2 and 8/1-1, Municipal No. 46/1, 46/2, 47/2 and 8/1-2, Municipal No. 46/1, 46/2, 47/2 and 8/1-3, Municipal No. 46/1, 46/2, 47/2 and 8/1-4, Municipal No. 46/1, 46/2, 47/2 and 8/1-5, Municipal No. 46/1, 46/2, 47/2 and 8/1-6, 2nd Phase, J.P Nagar, Marenahalli, Ward No. 57, Bangalore and earlier portion of Survey No. 46/1, 46/2, 47/2 and 8/1, Marenahalli Village, Uttarahalli Hobli, and later known as No. 46/1, 46/2, 47/2 and 8/1, B.D.A 9th Block, Bangalore measuring in all about 1,58,659.80 square feet and bounded as follows:

- On the East by : 25th cross road (old existing road to Bannerghatta);
- On the West by : 17th Main road (old passport road of CITB) and portion of Municipal No. 46/1, 47/2 and 8/1-3 and a portion of Municipal No. 46/1, 46/2, 47/2 and 8/1-3 and a portion of Municipal No. 46/1, 46/2, 47/2 and 8/1-4 retained by L.P Srivatsa and other;
- On the North by : Property belonging to B.P.R.L;
- On the South by : Private Property (old No. C.I.T.B land);

SCHEDULE “B”

(Description of Undivided Share agreed to be sold)

An undivided interest corresponding to the Schedule “C” Property taking into consideration the FAR achieved (including TDR) on the Schedule “B” Property and FAR and or TDR that may be permitted under the Act and finally recorded in the Deed of Declaration and the Sale Deed.

SCHEDULE “C”

(Description of the Private Residence to be constructed under the Scheme by the Vendor cum Developer for the Purchaser)

The Private Residence bearing No. ___ on the ___ Floor of Tower ___ of the Project known as “Peninsula Heights” shown as ___ Tower, ___ wing having a Carpet area of _____ square meters equivalent to _____ square feet. along with _____ car parking space/s in the basement with non-exclusive right to use (i) the Common Area of the Tower; (ii) the non-exclusive right to use the Common Areas of the Project, and (iii) Common Amenities and Facilities of the Project.

The Schedule “C” Property is shown in plan Annexure ___ hereto.

SCHEDULE – “D”

RIGHTS OF THE PURCHASER:

- 1) The Purchaser shall be entitled to the use and occupation of Schedule “C” Property, subject to the terms and conditions contained in this Agreement and Association Agreements;
- 2) The Purchaser and all persons authorized by the Purchaser (in common with all other persons entitled, permitted or authorized to a similar right) shall have the right at all times and for all purposes, to use the Common Areas in the Tower and Common Areas, Amenities and Facilities of the Project;
- 3) The right to subjacent, lateral, vertical and horizontal support for the Schedule “C” Property from the other parts of the Tower;
- 4) The right to free and uninterrupted passage of water, gas, electricity, sewerage etc., from and to the Schedule “C” Property through the pipes, wires, sewer lines, drain and water courses, cables which are or may at any time hereafter be, in, under or passing through the Tower and the Schedule “A” Property or any part thereof;
- 5) The right to lay cables or wires for radio, television, telephone and such other installations through designated conduits, ducts and shafts, in any part of the Tower, however, recognizing and reciprocating such rights of the other owners;

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

SCHEDULE – “E”

OBLIGATIONS OF THE PURCHASER:

- 1) The Purchaser shall give to the other Residence Owners in the Tower the necessary vertical, horizontal and lateral support and reciprocate and recognize the rights of the other Residence Owners in the Tower;
- 2) The Purchaser shall comply with all the rules and regulations pertaining to electrical installations, fire safety equipment and services, pollution control and general safety equipment and services as may be provided in the Project in which the Schedule “C” Property is located and also in the Common Areas in the Tower and Common Areas, Amenities and Facilities of the Project.
- 3) The Purchaser shall not at any time, carry on or suffer to be carried on in the Schedule “C” Property or any part thereof in the Project, any noisy, offensive or dangerous trade or pursuit which may be or become in any way a nuisance, annoyance or danger to the other Residence owners or which may tend to depreciate the value of the Project or any thereof;
- 4) The Purchaser shall use the Schedule “C” Property only for private residential purposes and shall not be put to use for any kind of commercial or semi commercial use or serviced apartment;
- 5) The Purchaser understands and agrees that any time after the sale of the Schedule “C” Property and the handover of the Schedule “C” Property, if the Purchaser leases or sells it to any third party, the Purchaser has to intimate the same in advance with the details of the transferee / buyer / lessee and ensure that the entire sum of money, if any due to the Association, is cleared before the said lease or transfer. Further, it shall be the obligation of the Purchaser to

bind the transferee to the obligations of the Purchaser under this Agreement and the Sale Deed in relation to the rest of the owners and the Association of Owners. Such new purchaser shall join the Owners Association.

- 6) The Purchaser will use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in the Tower in common with the other Residence Owners and to permit free passage of water, sanitary, electrical lines, through and along the same or any of them and to share with the other Residence Owners.
- 7) The Purchaser shall duly and punctually pay the proportionate share of insurance charges, cost of maintenance and management, all out-goings and annual maintenance charges and general expenses of Common Areas in the Tower and the Common Areas, Amenities and Facilities of the Project. The liability for such share shall commence from the date of intimation of the Schedule "C" Property being ready for possession.
- 8) That the Purchaser shall also become liable to pay proportionate share of municipal taxes, rates and cesses, electrical, domestic and non-domestic water charges, insurance charges, cost of maintenance, management of Common Areas in the Tower and the Common Areas, Amenities and Facilities of the Project and all other charges for the same, from the date of intimation of the Schedule "C" Property being ready for possession.
- 9) The Purchaser shall not put up any hoarding, name plates, signboards, graffiti etc., in place other than that demarcated and allotted by the Vendor cum Developer.
- 10) The Purchaser shall carry out their interior works in the Schedule "C" Property only during 9 am to 1 pm and thereafter 4 pm to 6 pm on all working days and there will be no work allowed during any public holidays and Sundays.
- 11) The Purchaser agrees to pay all the Statutory Payments pertaining to the Schedule "C" Property from the date on which the Schedule "C" Property is ready for possession and upon intimation of the same by the Vendor cum Developer, whether possession is taken or not.
- 12) Any new Statutory Payments by the Central and the State Government which

are not levied at the moment but after the Schedule “C” Property is handed over, shall be borne and paid by the Purchaser.

- 13) That if any development and/or betterment charges or other levies are charged, levied or sought to be recovered by the BBMP or any other Authority in respect of the Schedule “C” Property, the same shall be borne and paid by the Purchaser.
- 14) The Purchaser covenants that the Purchaser shall comply with all the rules and regulations pertaining to Common Areas in the Tower and the Common Areas, Amenities and Facilities of the Project..
- 15) The Purchaser shall ensure that the Association is at all times compliant with the Association Agreements. That the Purchaser with the other Residence Owners, through the Owners Association, shall at all times keep the annual maintenance contracts with regards to all the Common Areas in the Tower and the Common Areas, Amenities and Facilities of the Project valid, and shall pay the amounts of annual maintenance contract and Association Agreements as and when demanded by the maintenance service provider appointed. The Purchaser is fully aware that non-payments towards the annual maintenance contracts will adversely affect all the equipment installed by the Vendor cum Developer in the Project and non-payment of maintenance charges shall also affect such maintenance of the general and safety equipment installed and shall ensure periodical renewal of the same and that same is kept in current and also maintain necessary certificates, licenses, permits, permissions, insurance renewal thereof.
- 16) The Purchaser agrees that the Purchaser shall pay regularly without default the charges as per the Association Agreement. In the event of any default in payment by the Purchaser, the maintenance service provider and operators will be entitled to withdraw all or any of the services rendered under the Association Agreement. The Purchaser is liable to pay GST levied by the State or the Central Government on such charges as may be applicable. The Purchaser shall contribute to the sinking fund for any Capital expenditure as provided in the Association Agreements.
- 17) The Purchaser shall plan and distribute the electrical load in conformity with the electrical systems installed by the Vendor cum Developer and thereafter

the Association of Owners or maintenance service provider appointed by Association of Owners ;

- 18) The Purchaser shall ensure that no rubbish/refuse shall be thrown out of the Schedule “C” Property into the common areas and passages;
- 19) The Purchaser will not dry clothes outside on the balconies of the Schedule “C” Property;
- 20) That the Purchaser shall not install any additional tanks in the Schedule “C” Property.
- 21) That the Purchaser shall not in any manner obstruct or cause obstruction to any of the entries or exits of the Project and the Project 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.
- 22) The Purchaser shall keep the Schedule “C” Property walls, drains, pipes and other fittings in good and habitable condition and in particular so as to support and protect the parts of the Tower, and to carry out any internal works or repairs as may be required by the Association;
- 23) The Purchaser shall not make any additions or alterations or cause damage to any portion of the building or the Schedule “C” Property and nor change the location of the toilets, kitchens or plumbing lines, outside colour scheme, outside elevation/façade/décor of the Tower. The Purchaser at no point of time any of the balconies of bedroom, living room / kitchen are enclosed with glass or grill or otherwise. The air-conditioner outdoor units shall be placed only at the areas designated by the Vendor cum Developer.

ANNEXURE ____

**PLAN SHOWING THE SCHEDULE “A” PROPERTY AND THE
LOCATION OF THE CONSTRUCTION OF THE PROJECT**

ANNEXURE ____

PLAN SHOWING THE SCHEDULE “C” PROPERTY

ANNEXURE ____
COMMON AREAS IN THE TOWER

ANNEXURE ____
COMMON AREAS, AMENITIES AND FACILITIES OF THE PROJECT

ANNEXURE ____
SPECIFICATIONS OF THE SCHEDULE “C” PROPERTY

ANNEXURE ____
TERMS AND CONDITIONS OF USE OF PURCHASER CAR PARK/S

The Purchaser shall at all times be bound by the terms and conditions of use of the Purchaser Car Park/s as listed under:

1. The Purchaser will at all times act responsibly and safely in the use of the Purchaser Car Park/s and comply with all directions given by the Vendor cum Developer in the day to day use of the Purchaser Car Park/s.
2. The Purchaser will use the Purchaser Car Park/s for the sole purpose of parking a motor vehicle in his/her/its capacity as the owner of the Schedule “C” Property and for no other purpose whatsoever.
3. The Purchaser will not bring into the Purchaser Car Park/s at any time any petroleum or other inflammable volatile oil or substance other than petroleum in the fuel tank of any motor vehicle.
4. The Purchaser will not cause any nuisance, damage, obstruction, annoyance or inconvenience to the car parking space/s of other Residence Owners.
5. The Purchaser will not bring into or on the Purchaser Car Park/s or allow to park any commercial vehicle or excessively noisy motor vehicle or any motor vehicle incapable of being accommodated within a standard passenger car parking space or within the clear height of a level in the Purchaser Car Park/s.
6. Parking and use of the Purchaser Car Park/s is solely at the Purchaser’s risk. The Purchaser will have no claim against the Vendor cum Developer or its contractors or otherwise or against any one whom they represent or any of the

employees or agents of the Vendor cum Developer or its contractors for any loss or damage to property or personal injury or loss of life directly or indirectly related to the Purchaser's use of the Purchaser Car Park/s. Furthermore, the Purchaser will indemnify the Vendor cum Developer against any such claims and the costs thereof.

7. The Purchaser will permit the staff managing the car parks in the Project to move his/her/its car in the event of emergencies or in other appropriate circumstances, on the understanding that they have no duty to do so.
8. The Residence Owner will only use the Purchaser Car Park/s so allocated and will recognise the Vendor cum Developer's right to re-allocate spaces as required.
9. This car parking arrangement is only a right of use granted to the Purchaser, giving the Purchaser no property interest in the Purchaser Car Park/s.
10. The Purchaser's vehicles shall at all times comply with all road markings, signs and the directions of authorised persons.
11. Vehicles of the Purchaser shall be parked within the lines designating the Purchaser Car Park/s and shall at all times be parked in such a way that no obstruction is caused to the car parks access lanes.
12. The Purchaser must:
 - (a) observe and conform to all the rules and regulations relating to the use of the car park/s made and issued by the Vendor cum Developer/Association from time to time;
 - (b) advise the Vendor cum Developer /Association regarding the registration number and name of the driver of any vehicle which may park in the car parks, if required by the Vendor cum Developer /Association, and shall notify the Vendor cum Developer /Association in the event of any change in respect of the same.
13. The Vendor cum Developer or its contractors may access any part of the Purchaser Car Park/s at any time for the purpose of inspecting it, doing any necessary repairs or for any other specified purpose.

14. Alteration of Terms and Conditions in this Annexure:

- (a) The Vendor cum Developer /Association may vary these terms and conditions by adding, altering or deleting any of them.
- (b) The Vendor cum Developer may charge the Purchaser a penalty if the Purchaser violates any of the terms and conditions mentioned herein as per its policies relating to the use of the Purchaser Car Park/s.

ANNEXURE ____
PAYMENT PLAN FOR SALE CONSIDERATION

ANNEXURE ____
PAYMENT PLAN FOR CONSTRUCTION COST

ANNEXURE ____
OTHER COSTS CHARGES AND EXPENSES

ANNEXURE ____
LENDER’S NOC

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the date and the year first hereinabove written.

WITNESSES:

- 1)
- 2)

VENDOR-CUM-DEVELOPER

Drawn by:

PURCHASER/S