



AGREEMENT TO SELL

<Project>

at # 19/2, Mysore Deviation Road, Ward No.25, Bangalore

BETWEEN

Sobha Limited

AND

<Name1>

Apartment No: **<Unit No>/<Floor>** Floor

SOBHA LIMITED

(Formerly known as Sobha Developers Limited)

Registered Office: "SOBHA" Sarjapur-Marthahalli Outer Ring Road (ORR),
Devarabeesanahalli, Bellandur Post, Bengaluru – 560103

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AGREEMENT TO SELL

This Agreement to Sell is made and executed on this the _____, 2017
at Bengaluru.

BY AND BETWEEN:

SOBHA LIMITED

(Formerly known as Sobha Developers Limited)

<PAN No.>

A Company incorporated under the Companies Act, 1956, having its registered office: at "SOBHA" Sarjapur-Marthahalli Outer Ring Road (ORR), Devarabeesanahalli, Bellandur Post, Bengaluru – 560103 represented by its Authorised Signatory/ies, authorized vide board resolution dated_____, 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, / partners from time to time / executors, administrators, legal heirs, its successor in title and assigns).

AND :

1. **<Name1>**

<Relation1> <Name3>

Aged about **<Age1>** years

<Address1>

<Aadhar No.>

<PAN No. >

Hereinafter referred to as the "**PURCHASER/S**" (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.** All that piece and parcel of land bearing Khatha No.19/2 measuring an extent of 11 Acre 26.8 Guntas or 47,226.42 sq. mtr, situated at Mysore Deviation Road in Gopalpura, Ward No.25, Bangalore, belongs to M/s. Davanam Constructions Private Limited, Mr.D.K.Shiva kumar and Late D.K.Kempe Gowda hereinafter referred to as 'Owners'; Out of this an extent of 5,425.51 sq. mts land is relinquished by the Owners for road widening and the Owner has left an area of 1,938 sq. mts for further road widening and thus the remaining total area of the property measures an extent of 9 Acres 34 Guntas or 39,862.91 sq. mts (4,29,084 sq. ft) the said land which is more fully described in the Schedule "A" hereunder and hereinafter referred to as the **SCHEDULE "A" PROPERTY**;

- B.** The Owners and the M/s.Sobha Limited have entered into joint development agreement dated 12/10/2005, JDA (registered as document no. SRI-1-03106/2005-06, Book-I CD No. SRID42, in the office of the senior sub registrar Srirampuram, Bengaluru Urban) for development of Schedule 'A' Property with M/s SOBHA LIMITED (Formerly known as Sobha Developers Ltd, hereinafter referred to as the 'Vendor-cum-Developer') where under the Vendor-cum-Developer would construct both Residential and Commercial building (the Development) and in terms of the said Joint Development Agreement 45% of the constructed area in the Development to the Owners shall be in form of the Commercial Building / Shopping Mall with Multiplex falling exclusively to the share of the Owners and in exchange the Owners have agreed to sell to the Vendor-cum-Developer or its nominees 55% of the undivided share in the Schedule 'A' Property (as defined below) corresponding to 55% share of the Vendor-cum-Developer in the Development in the form of the entire Residential Building which shall be exclusively to the share of Vendor-cum-Developer. The Vendor-cum-Developer is entitled to own it by itself or nominate persons interested in owning apartment/s in the Residential Building to purchase undivided shares in the Schedule 'A' Property from the Owners duly nominated by the Vendor-cum-Developer. The Vendor-cum-Developer is also entitled to receive the entire consideration from the Purchasers towards the sale of their 55% of the undivided share and the cost of construction without giving accounts to the Owners.
- C.** The Vendor-cum-Developer herein have formulated a scheme for developing the Schedule "A" Property, into a residential multi-storied residential apartment complex consisting of one Block with two wings consisting of 4 (Four) levels of basement and 37 (Thirty Seven) Upper Floors with common entrances, lobbies, staircase, passages, lifts in each wing of the Residential Building with common pathways along with the Common Areas, and the Common Amenities and Facilities applicable to the entire development and a Commercial building/ Shopping Mall with its amenities and facilities in the Schedule "A" Property, the entire Residential development shall be known as "**SOBHA INDRAPRASTHA**" hereinafter referred to as the "**PROJECT**" and other open area being common in the nature to the entire Development in the Schedule 'A' Property at various locations (hereinafter referred to as the Complex) and whereas persons interested in owning an apartment can purchase undivided share in the Schedule 'A' Property duly nominated by the Vendor-cum-Developer and construct an apartment for themselves through the Vendor-cum-Developer in the Residential Towers to be constructed on the Schedule 'A' Property;
- D.** The Vendor-cum-Developer have secured a Master Development Plan bearing BDA/TPM/DLP-14/2012-13/6215/2012-13 dated 02/02/2013 from the Bangalore Development Authority ("**BDA**") and has relinquished from and out of the Schedule 'A' Property, an extent of 3,986.23 sq. mts. towards Parks and Open Space to Bangalore Development Authority vide registered Relinquishment Deed bearing Document No. BDA-1-02898/2012-13, Book-1, Stored in C.D.No.BDAD184 registered in the office of the Additional District Registrar, Bengaluru Urban District.

- E.** The Vendor-cum-Developer has secured a building sanction plan from Bruhat Bengaluru Mahanagara Palike vide BBMP/Addl.Dir.JD South LP No. 0467/12-13 dated 03/05/2013 for the Development on Schedule 'A' Property consisting of the Residential Apartments Building and Commercial Building comprising of Shopping Mall and Multiplex (hereinafter referred as "Mall") which Mall to be named at the discretion of the Vendors- cum Developer/ Owners;
- F.** The Vendor-cum-Developer has informed the Purchaser and the Purchaser is aware that the Vendor-cum-Developer reserves easementary rights in perpetuity in the roads and other passages leading to each of the buildings and other development/s in the Schedule 'B' Property and it is a restrictive covenant of a perpetual easementary right which runs with the Schedule 'B' Property and is irrevocable under any circumstances;
- G.** the Purchaser has been informed and is fully aware of the Development and in the said Development the Commercial Development though consuming 45% of the overall FAR of the Schedule 'A' Property the said Commercial Development is being constructed in the larger area / foot print of Schedule 'A' Property shown in hatched orange in the plan Annexure 'B' hereto and the Residential Development though consuming 55% of the over all FAR of the Schedule 'A' Property the said Residential Development is being constructed on a small area / foot print of the Schedule 'A' Property which is shown in hatched green in the plan Annexure 'B' hereto and whereas the Purchaser has been informed and is fully aware that the common areas of the Commercial Development would be exclusively for the use of the Commercial Development and not interfered by the owners of the Residential Development and similarly the common areas attributable to the Residential Development will be for the exclusive use of the apartment owners.
- H.** The Purchaser has been informed and the Purchaser has no objection to the Owners/ Vendor-cum-Developer adding the additional construction of the Commercial development of the Schedule 'A' Property by using Transfer of Development Rights (TDR) in future;
- I.** 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 has registered and granted Registration No. _____ to the said Project. The website of the Project is **"SOBHA INDRAPRASTHA"** ;
- J.** In terms of the Scheme formulated by the Vendor-cum-Developer, any person/s interested in owning a Unit/Apartment will be entitled to undivided share in the Schedule "A" Property taking into consideration the FAR consumed.
- K.** The Purchaser made an application for allotment of a Unit/Apartment in the Project vide Application No.____ dated _____ and the Purchaser has been allotted Unit/Apartment No._____ on the __Floor of _____ Block of the Project "_____"

(shown as ____ Building, ____ Block and Wing____ in the Sanction Plan) having a carpet area of ____ square feet and super built up area of _____ square feet along with _____car parking slot no. ____ in the basement which is more fully set out in Schedule "C" with proportionate share in the Common Area of the Project.

- L.** The Vendor-cum-Developer have 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 after taking legal advice and with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project of 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 where the context so requires;
- (b) "Agreement"** shall mean this agreement to sell the Schedule "B" Undivided Share and construction of the Schedule "C" Unit/ Apartment, 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;
- (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/owner, in respect of the Residential

Development in the Project as per the provisions of the Karnataka Apartment Ownership Act, 1972;

- (e) **"Association Agreement"** shall mean the Maintenance Agreement between the Association and the service provider for maintenance of the Common Areas and the Common 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) **"Block/s- Wings"** shall mean individually or collectively mean the Block/s and Wing/s to be constructed in Project;
- (i) **"Booking Amount"** shall mean the amounts paid by the Purchaser on the execution of this Agreement being not more than 10% of the Sale Consideration and the Cost of Construction.
- (j) **"Chartered Accountant"** shall mean who is registered with Institute of Chartered Accountants of India, and is a practicing chartered accountant.
- (k) **"Completion Period"** shall mean the _____20__ 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.
- (l) **"Carpet Area"** shall mean the net useable floor area and the area covered by internal partition walls in the Apartment and shall exclude area covered by external walls, services shafts, exclusive balcony or veranda and exclusive open terrace and any other Limited Common Areas.
- (m) **"Commencement Certificate"** shall mean certificate issued by the Bruhat Bengaluru Mahanagara Palike
- (n) **"Commercial Building/Shopping Mall"** Commercial building or Shopping mall shall be constructed as per the Plan sanction in the Schedule 'A' Property.
- (o) **"Common Areas of the Residential Development"** shall mean and include areas demarcated and declared as the common areas of Project and as detailed in Annexure _____ hereto. The Common Areas in the Project are subject to such reasonable, non-discriminatory rules and

regulations as are prescribed by the Vendor or Owners Association to be followed by all the owners/occupiers of the Unit / Apartment in the Project ;

- (p) **"Common Areas of the Commercial Building/ Shopping Mall"** shall mean and include the areas as demarcated and declared as common areas of the Project and as detailed in Annexure ____ .
- (q) **"Common Amenities & Facilities of the entire Development"** shall mean and include those amenities and facilities of the Project as detailed in Annexure _____ hereto. The Common 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 the Association to be followed by all the owners/occupiers of the Unit/Apartment.
- (r) **"Cost of Construction"** shall have the meaning ascribed to the term in Clause 4;
- (s) **"Deed of Declaration"** shall mean the deed of declaration that would be executed by the Vendor-cum-developer and Owner to submit the Project, the Common Areas, the Common Amenities and Facilities of the Project under the provision of the Karnataka Apartment Ownership Act, 1972;
- (t) **"Developer's Warranties"** shall mean the representations, assurances and warranties given to the Purchaser in terms of clause 10.1 below;
- (u) **"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;
- (v) **"Engineer"** means a person/firm who is holding a bachelor's degree from a recognised University and/or which is recognised by the All India Council of Technical Education;
- (w) **"Force Majeure"** shall mean the occurrence of one or more of the following events:-
 - i) war, flood, drought, fire, cyclone, earthquake;
 - ii) any other calamity caused by nature;
- (x) **"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).
- (y) **"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;

- (z) **"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 Unit/Apartment as they would be attached to such Unit/Apartment and capable of being used by these Unit/Apartment and to be maintained by these Unit/Apartment at their cost and not as part of the Common Area.
- (aa) **"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 Block/s thereof, and pursuant thereto permitting occupation of the Unit/Apartment s for which the occupation certificate is issued;
- (bb) **"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.
- (cc) **"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;
- (dd) **"Payment Plan"** shall mean the payments of instalments payable by Purchaser under Annexure _____ or Annexure _____ hereto. Each of which individually also being Payment Plan and collectively also referred to as Payment Plan;
- (ee) **"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;
- (ff) **"Plan"** or **"Sanctioned Plan"** shall mean the building plan, which is approved by the Local Authority prior to start of the Project;
- (gg) **"Unit/Apartment"** shall mean the residential units together with non-exclusive use of Common Areas and the Common Amenities and Facilities in the Project.
- (hh) **"Project"** shall mean the composite project on the Schedule 'A' Property;
- (ii) **"The Project Account"** shall mean the account opened in _____ Bank, _____ Branch standing in the name of the Vendor-cum-Developer.

- (jj) **"Purchaser Car Parks"** shall mean the exclusive car parking spaces allotted to the Purchaser to be used exclusively by the Purchaser so long as the Purchaser owns and occupies the Schedule "C" Unit/Apartment or by any of the occupiers of the Schedule "C" Unit/Apartment under the authority or agreement with the Purchaser herein. The regulation for the use of Purchaser Car Parks shall be in terms of Annexure ____ hereto;
- (kk) **"Purchaser Covenants"** shall mean covenants given by the Purchaser in terms of Clause 13 hereof;
- (ll) **"Purchaser's Warranties"** shall mean the warranties, assurances and representations given by the Purchaser in terms of Clause ____ hereof;
- (mm) **"Apartment/Unit Owner/Owners"** shall mean any owner or owners of Unit/Apartment /s in the Project ;
- (nn) **"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" Unit/Apartment ;
- (oo) **"Sale Consideration"** shall have the meaning ascribed to the term in Clause 3;
- (pp) **"Sale Date"** shall mean the date of execution and registration of the Sale Deed by the Vendor-cum-Developer in favour of the Purchaser;
- (qq) **"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" Undivided Share in favour of the Purchaser on the terms and conditions contained therein under the Scheme to enable the Purchaser to get constructed the Schedule "C" Unit/Apartment ;
- (rr) **"Schedule "A" Property"** shall mean the land on which the Project is being developed by the Vendor-cum-Developer and more fully described in the Schedule "A" hereto;
- (ss) **"Schedule "B" Property"** is the undivided share portion of the land out of the Schedule "A" corresponding to the Schedule "C" Apartment more fully set out in the Schedule "B" hereto;
- (tt) **"Schedule "C" Property"** is the Unit/Apartment which is to be constructed under the Scheme and more fully described in the Schedule "C" hereto;
- (uu) **"Schedule "C" Unit/Apartment "** shall mean the Unit/Apartment to be constructed under the Scheme;
- (vv) **"Schedule "B" Undivided Share"** shall mean the undivided share in the Schedule "B" Property corresponding the Schedule "C" Unit/Apartment

- (ww) **"Scheme"** shall mean the scheme of development of the Project under which Persons interested in owning a Unit/Apartment in the Project (a) would have to acquire undivided share corresponding to the Unit/Apartment (which undivided share is corresponding to such Unit/Apartment taking into consideration the FAR achieved based on the land in the Schedule "A" hereto for the Project and (b) to get the Unit/Apartment constructed from the Vendor-cum-Developer.
- (xx) **"Vendor-cum-developer Warranties"** shall mean the representations, assurances and warranties given to the Purchaser in terms of clause 10.1 below;
- (yy) **"Specifications for the Project "** shall mean the specifications of construction set out in Annexure _____ hereto or any equivalent thereto in terms of quality;
- (zz) **"Statutory Payments"** shall mean statutory charges such as Deposits for BESCOM, BWSSB and any other statutory bodies 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;
- (aaa) **"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 Unit/Apartment;
- (bbb) **"Super Built Up Area"** of any Unit/Apartment shall mean the aggregate of (i) the Carpet Area of such Unit/Apartment , 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; and
- (ccc) **"TDR"** shall mean Transfer of Development Rights that the Vendor-cum-Developer has acquired or will acquire 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.
 - (ii) Between the provisions of this Agreement and the Appendices, the Agreement shall prevail, save and except as expressly provided in the Agreement or the Appendices.
 - (iii) Between any value written in numerical or percentage and in words, the words shall prevail.
- (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, agree to sell to the Purchaser and the Purchaser agrees to purchase the Schedule "B" Undivided share and the Vendor-cum-developer agrees to construct the Schedule "C" Unit/Apartment under the Scheme in terms of the Agreement.

3 SALE CONSIDERATION FOR THE SCHEDULE "B" Undivided SHARE:

- 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" Undivided Share to enable the Purchaser to get constructed the Schedule "C" Unit/Apartment 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" UNIT/APARTMENT:

- 4.1** The Cost of Construction of the Schedule "C" Unit/Apartment hereby agreed to be constructed and delivered is to be paid by the Purchaser to 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 to the Vendor-cum-Developer.
- 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 completion of each stage of construction as set out in Annexure _____. 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 ____ (____) 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 toward 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 or as directed to 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. 5,000/- (Rupees Five Thousand Only)** would be debited to the Purchaser's account. In the event of subsequent dishonour, a sum of **Rs. 10,000/- (Rupees Ten thousand Only)** would be debited to the Purchaser's account in addition to the bank charges.
- 5.9** The amounts deposited in the Project Account shall be withdrawn to the extent permitted under the Act by the Vendor-cum-Developer from time to time and where ever required upon the certification by the Project Architect, the Engineer and the Chartered Accountant based on the percentage completion of the Project as provided in the Act.
- 5.10** 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.
- 5.11** 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. The Purchaser shall issue a certificate of deduction of tax in the prescribed form to the Vendor-cum-Developer within 10 days from the date of deduction.
- 5.12** 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 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 2 (two) consecutive months 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 30 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 toward the Sale Consideration and Cost of Construction to the Purchaser within 45 days of termination of Agreement after forfeiting the Booking Amounts and the Interest liability under clause 6.2. 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 refund.
- 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" UNIT/APARTMENT

- 7.1** The Vendor-cum-Developer shall construct the Schedule "C" Unit/Apartment as per the Plan and in accordance with the Specifications set out herein. The Vendor-cum-Developer shall not make any change to the Schedule "C" Unit/Apartment without the consent of the Purchaser.
- 7.2** The Vendor-cum-Developer shall not make any additions and/or alterations in the Sanctioned Plans and Specifications, without the previous written consent of the Purchaser and other purchasers of the Project as required under the provisions of

the Act. Provided that the Vendor-cum-Developer 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 UNIT/APARTMENT:

8.1 Subject to the Purchaser having complied with the obligations under this Agreement and there being no Force Majeure circumstances, the Vendor-cum-Developer shall secure the completion of the Project within the Completion Period. The Purchaser shall, within a period of 30 days of the Vendor-cum-developer furnishing the Occupancy Certificate, come forward to pay all the amounts due and payable under the Payment Plan and take possession of the Schedule "C" Unit/Apartment and complete the Sale Deed simultaneously with taking possession. In case if the Purchaser fails to take over his/her/their/its Schedule "C" Unit/Apartment within days from the date of issue of Payment Plan, the Purchaser is liable to pay handling charges of **Rs. 10,000/- (Rupees Ten thousand only)** per month till the purchaser takes over the Schedule "C" Unit/Apartment.

8.2 The Completion Period shall be extended by such time as the Vendor-cum-Developer may specify in writing if the development is delayed by any Force Majeure event that is notified.

9 RIGHT OF THE VENDOR-CUM-DEVELOPER TO DEVELOP THE PROJECT, THE COMMON AMENITIES AND FACILITIES AND THE COMMON AREAS OF THE PROJECT AND THE OTHER PHASES 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 and the Common 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 Blocks, Common 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 Blocks within the Completion Period even if the Purchaser has taken possession of the Schedule "C" Unit/Apartment in the Block which is completed and the Vendor-cum-Developer has secured Occupancy Certificate for that Block.

9.4 The Schedule "B" Undivided Share is free of any mortgages or charges or encumbrances. 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 acknowledge that the Purchaser has entered into this Agreement and has agreed to purchase the Schedule "B" Undivided Share, and get constructed the Schedule "C" Unit/Apartment 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" Undivided Share 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" Undivided Share;
- 10.1.2 The Schedule "A" Property is not a subject matter of any HUF and that no part thereof is owned by any minor or no minor has any right, title and claim over the Schedule "A" Property;
- 10.1.3 The Vendor-cum-Developer have the power to enter into and perform this Agreement and upon execution, this Agreement, would constitute legal, valid and binding obligations on the Purchaser, Owner;
- 10.1.4 The Vendor-cum-Developer has the absolute and unconditional right to sell, transfer or otherwise alienate the Schedule "B" Undivided Share;
- 10.1.5 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;
- 10.1.6 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;
- 10.1.7 There is no order of restrain by any court or order from any Authority prohibiting or restraining the alienation of the Schedule "B" Undivided Share in the manner herein contemplated;
- 10.1.8 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;
- 10.1.9 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 ;
- 10.1.10 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 Owners / Vendor-cum-Developer in respect of the Schedule "A" Property and/or the Project;

- 10.1.11 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;
 - 10.1.12 The Vendor-cum-Developer have 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;
 - 10.1.13 The Vendor-cum-Developer has obtained insurance related to the development and construction of the Project and shall pay the insurance premiums until the Project is completed;
 - 10.1.14 The computation of the Sale Consideration and Cost of Construction of the Schedule "C" Property includes recovery of land cost of the Schedule "B" Undivided Share, construction cost of the Schedule "C" Unit/Apartment, the cost of the Common Amenities and Facilities and the Common Areas of the Project;
 - 10.1.15 That the Vendor-cum-Developer will not convey or cause to be conveyed to any purchaser of the Unit/Apartment/s 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;
 - 10.1.16 The Vendor-cum-Developer is not restricted in any manner whatsoever from selling the Schedule "C" Property to the Purchaser in the manner contemplated in this Agreement.
- 10.2** The Purchaser acknowledges that the Vendor-cum-Developer have entered into this Agreement and has agreed to purchase the Schedule "B" Undivided Share, 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 Owner/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:

The Purchaser acknowledges and confirms that the Vendor-cum-Developer have 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.

- 11.1** The Purchaser is aware that an extent of 7,364.11 sqm of land is left / relinquished for road widening of Vatal Nagaraj Road/Rajajinagar Road and Mysore Deviation Road.
- 11.2** An extent of 1,993.12 sqm in the Schedule 'A' Property is earmarked for Civic Amenities Sites out of which 591.35 sqm is earmarked in the residential development and 1,401.77 sq. mtrs in the Commercial Development. Although the area of the Civic Amenities site are considered in the calculation of the undivided share in land, the Purchaser is aware that the earmarked Civic Amenities Sites in the Commercial building is allowed as Surface Car Parking in the Commercial Block and the Civic Amenities sites earmarked in the Residential Block shall be utilized to develop such amenity or facility, as permitted by Bangalore Development Authority to construct such amenity/facilities for the welfare of the owners in the Residential Block. The Purchaser undertakes to contribute their share towards the development on such Civic sites either to the Vendor-cum-Developer or the Association.
- 11.3** That, the Vendor-cum-Developer has utilized 55% of the overall FAR of the Schedule 'A' Property for the said Residential Development is being constructed on a small area / foot print of the Schedule 'A' Property and remaining 45% of the overall FAR of the Schedule 'A' Property is being utilised for Commercial Development. The said Commercial Development is being constructed in the larger area / foot print of Schedule 'A' Property. The Vendor-cum-Developer has utilised the FAR for the Residential and Commercial Development corresponding to the overall FAR of the Schedule 'A'. The common areas of the Commercial Development would be exclusively for the use of the Commercial Development and not interfered by the owners of the Project of the Residential Development and similarly the common areas attributable to the Residential Development will be for the exclusive use of the Owners of the Project.
- 11.4** 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 FAR and the consumption of the FAR for the Project after deducting the areas relinquished for Parks and open spaces.
- 11.5** The Common Amenities and Facilities and the Common Areas are to be maintained by all the Owners of the Project in common irrespective of the location of such Common Area and the Common Amenities and Facilities in the Project.

- 11.6** That, the sale of the undivided share would only be for enabling the Purchaser to construct and own the Schedule "C" Unit/Apartment 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 TDR, the undivided share would stand varied and will be corresponding to the Unit/Apartment 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;
- 11.7** That, the Unit/Apartment can be used in terms of the rules and regulations formulated by the Developer and/or the Association of Owners as well as the terms set out in the Association Agreement executed with the Association and the operator of the Common Areas of the Project and the Common Amenities and Facilities of the Project .
- 11.8** That, the Vendor-cum-Developer and the Owners will be forming an Association of Owners for the management and maintenance of Common Area and the Common Amenities and Facilities, 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 Owners and Vendor-cum-Developer.
- 11.9** That, an extent of **3,986.23** square meters has been handed over to Bangalore Development Authority under a Deed of Relinquishment dated **02.01.2013** for an area consisting of _____ square meters for the development of parks and _____ square meters;
- 11.10** The Purchaser is aware that though the composite development consists of one plan sanction consisting of the residential block and commercial with a continuous basement. However, the basement for car parking and allied services for the residential block, shall be isolated by a wall. The Purchaser shall be entitled only to such car parking allotted to him/them in the basement/open spaces which are earmarked for the residential block or such extended portion. Similarly, at the ground level too there shall be a wall isolating the Residential and Commercial Building.
- 11.11** The Purchaser is also aware that as per the scheme of development, the fire driveway provided in the development shall be contiguous. A permanent gate shall be provided in these driveways to isolate the Residential and Commercial blocks and shall always be kept closed. The Purchaser shall not claim entry and exit through these gates into the commercial building. The gates of this contiguous fire drive way will be opened for access only in the case of emergency as requirement in the event of a of a Fire mishap.
- 11.12** The Purchasers of Apartments in fifth and sixth floor adjoining the Commercial Building/Mall shall have a common wall between the apartment and commercial building or a separate wall for the residential and commercial building shall be built at these floor as per the structural requirement and purchaser of these apartments will not damage/destroy the common wall or do any act which will affect the Commercial Building.

11.13 That the owners or the Vendor-cum-Developer shall be entitled to load TDR on the Commercial Building/Shopping Mall as permitted under the law anytime during the construction or after completion of the Commercial Building/Shopping Mall and for the same the Purchaser shall not have any objects. The Owners/ Vendor-Cum-Developer will load the FAR on the Commercial Building/ Shopping Mall without affecting the rights of the Purchasers in the Residential Development. In the event, the Owner or the Vendor-cum-Developer requires to seek modification in the plan in the commercial building / Shopping Mall, the owner / Vendor Cum Developer shall get such modification, the Purchasers shall not have any objection to the same and have given their irrevocable consent for such modification. However, Such modification shall not affect the rights of the Purchasers in the Schedule 'B' and 'C' property.

11.14 Though the Purchaser is purchasing the undivided share in the entire Schedule 'A' Property, the Purchaser rights are confined to the land earmarked for the construction of the respective wing of the apartment building in which the Schedule 'B' Apartment will be/is situated.

11.15 That, the Developer has availed financial facility from ____ Bank and in view thereof, the Vendor-cum-Developer have deposited the documents of title, evidences, deeds and writings in respect of the land with _____, the _____ Bank . The _____ Bank has provided its no objection to the Vendor-cum-Developer to proceed with the execution of this Agreement.

11.16 The Vendor-cum-Developer have informed the Purchaser and the Purchaser is fully aware and has agreed that the Unit/Apartment can be used only for residential purpose and in terms of the rules and regulation formulated by the Vendor-cum-developer and or the Association of Owners.

11.17 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 Unit/Apartment 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 CONVEYANCE, AND DELAY IN TAKING CONVEYANCE:

12.1 The Purchaser undertakes that the Purchaser, shall come forward to take conveyance on the Vendor-cum-developer having informed the Purchaser that the Vendor-cum-developer is ready to execute conveyance in terms of this Agreement and the Parties shall execute the conveyance deed within 3 months (Three) months of the receipt of the Occupancy Certificate.

12.2 Consequent upon the Vendor-cum-developer informing that the Schedule "C" Unit/Apartment is ready for handover after receiving the Occupancy Certificate, the Purchaser shall, within 30 days of such intimation, make all payments under this Agreement, and shall come forward to take conveyance of the Schedule "C"

Property in terms of this Agreement. In the event of the Purchaser failing to make payments and taking conveyance, 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 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(h) below.

12.5 The Purchaser shall also bear the legal costs associated with the preparation, finalisation, completion, and execution of the documentation (including this Agreement, Sale Deed).

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 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" Unit/Apartment, constructed by the Vendor-cum-developer, and shall have no right to construct or to require the Schedule "C" Unit/Apartment 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" Undivided Share, 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 owner and Vendor-cum-developer. The Vendor-cum-developer has explained to the Purchaser about the project in detail and the Purchaser has understood the entire project in detail and 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 personally obtaining the proper due diligence, legal opinion, and after inspecting the projects/site, the Purchaser being fully satisfied with title and having understood the plan sanctions, specifications of the Project and the Scheme of development of the Project, the nature of the development, 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" Unit/Apartment, all the requirements, requisitions, demands and repairs which are required by any Authority in respect of the Schedule "C" Unit/Apartment at his/her own cost and expenses.
- 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 Unit/Apartment in the Project for any reason whatsoever.
- 13.7** That the Purchaser is also aware and agrees that some of the Common Amenities and Facilities in the Project shall be completed from time to time and all of which shall be completed within the Completion Period. The completion of the Common Amenities and Facilities of the Project on the completion of the Project shall not give any right to the Purchaser to claim any damages on the Vendor-cum-Developer.
- 13.8** The Purchaser and other owners of the apartments undertake to join the 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
- 13.9** That the Purchaser and the Association shall take over the maintenance of the Project in terms of Clause ____ of this Agreement.
- 13.10** 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 Amenities and Facilities 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 owners shall ensure that periodical inspections of all such Common Amenities and Facilities are done so as to ensure proper functioning thereof.
- 13.11** After the maintenance of the building is handed over to the 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 Amenities and Facilities of the Project.
- 13.12** 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 by the Purchaser and the Purchaser will indemnify the Vendor-cum-Developer of any instances of taxes on this Agreement, accruing in future.

- 13.13** 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" Unit/Apartment and the Common Areas and the Common Amenities and Facilities of the Project on the Schedule "C" Unit/Apartment being complete and handover.
- 13.14** 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" Unit/Apartment is located.
- 13.15** That the Purchaser shall not object to the Vendor-cum-Developer retaining one or more units in the project as their sales office / Mock-up Apartment and the Vendor-cum-Developer shall be entitled to showcase the same to their prospective customers.
- 13.16** That though the Purchaser's rights under this Agreement are confined to the Schedule "C" Unit/Apartment of the Project, the Purchaser shall not have any right in any other part of the Project and the Schedule "A" Property.
- 13.17** Further the Vendor-cum-Developer reserves the right to allot for consideration, exclusive car parking rights at the Basement Level and /or Ground Floor Level and also Surface Parking in the limited common areas if any, on the spaces left open after construction of the Apartment Buildings/ Blocks and Wings to the Purchaser or to the other owners, who specifically apply for the same and who have been allotted such space by the Vendor-cum-Developer and the Purchaser shall not have any right to object to such allotment, the Purchaser or such other allottee shall not have the right to put up any construction or enclose the same or alter the nature of use thereof. Any unsold/unallotted car parking shall belong to Vendor-cum-Developer, and the Vendor-cum-Developer shall have full rights on such unsold/unallotted car parking and can be used by them as thought fit at their discretion. The Vendor-cum-Developer shall allot and mark the car parking on ground; no changes to the car parking already allotted at specified locations will be made.
- 13.18** The additional un-allotted car parking areas from and out of limited common areas to the exclusion of the others in the residential block shall vest with the Vendor-cum-Developer; such un-allotted car parking in the limited common area will be allotted to the prospective Purchaser who are in need of such additional car parking space. The Vendor-cum-Developer reserves the right to allot such additional car park under the category limited common area and will be allotted to such prospective purchasers for orderly allotment of the car parking either in the basement or any other level and can recover the cost of construction for such additional car parking area allotted to the prospective Purchasers.
- 13.19** The Purchaser agrees not to alter or subscribe to the alteration of the name of the Project, "Sobha Indraprastha", 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.

- 13.20** On inspection during the progress of works of the Schedule "C" Unit/Apartment, 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.
- 13.21** All interior related works by the Purchaser can be taken up only after handing over possession of the Schedule "C" Unit/Apartment to the Purchaser by the Vendor-cum-Developer. The Vendor-cum-Developer does not owe any responsibility for any breakages damages caused to any of the finishing works or to the structure already handed over to the Purchaser. The Vendor-cum-Developer is not answerable to any thefts during the course of the interior works.
- 13.22** 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.
- 13.23** The Purchaser covenants that the Purchaser shall comply with all the rules and regulations pertaining to Common Areas, Common Amenities and Facilities of the Project nor place any heavy material in the Common Areas being passages or staircase of the [The Project /Block in which the Schedule "C" Unit/Apartment is located].
- 13.24** The Purchaser shall be solely responsible to keep the Schedule "C" Unit/Apartment 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 Block, and to carry out any internal works or repairs as may be required by the Association;
- 13.25** 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.
- 13.26** The Purchaser shall bear his share of all applicable taxes, cess, charges miscellaneous deposits, charges, statutory levies, etc. payable to the Government Authorities, which costs may be incurred by the Vendor-cum-Developer on a the Project wide basis or a per unit basis. Where taxes cess, charges etc. are payable on the Project wide basis, these shall be prorated based on the measurement of the Schedule "C" Unit/Apartment 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.

14 NATURE OF RIGHT OF USAGE

- 14.1** It is agreed that the Unit/Apartment shall be used only for the purpose of a personal residence.
- 14.2** It is agreed that the Purchaser Car Parks shall be used only for parking cars and the Purchaser Car Parks shall not be used for storage, disposal of old tyres, or as any accommodation for helpers, drivers etc.

- 14.3** All the Common Areas and the Common Amenities and Facilities shall be for non-exclusive use and will be based on the rules and regulations of the 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 in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association formed by the Purchases for rendering maintenance services.
- 14.5** The private terrace areas/Garden/swimming Pool specifically allotted to the individual Purchaser/s is for their exclusive use and enjoyment and such Purchaser/s shall not have the right to put up any permanent / temporary construction in the terrace or enclose the same or use/convert it for any commercial purposes.
- 14.6** The Vendor-cum-Developer shall be entitled to retain or allot the terrace area to any intending Purchaser for their exclusive use either as a open terrace or as a Swimming Pool and the Purchase shall not object to the use and utilization of the terrace in any manner, however such allottee of the terrace area/rights shall not be entitled to put up any construction of the terrace other than the purpose for which it is allotted and shall always, allow access for repairs to the water tank or any part of the terrace;
- 14.7** Further the Vendor-cum-Developer reserves the right to allot for consideration, exclusive car parking rights at the Basement Level and /or Ground Floor Level and also Surface Parking in the limited common areas if any, on the spaces left open after construction of the Apartment Buildings/ Blocks and Wings to the Purchaser or to the other owners, who specifically apply for the same and who have been allotted such space by the Vendor-cum-Developer and the Purchaser shall not have any right to object to such allotment. The Purchaser or such other allottee shall not have the right to put up any construction or enclose the same or alter the nature of use thereof. Any unsold/unallotted car parking shall belong to Vendor-cum-Developer, and the Vendor-cum-Developer shall have full rights on such unsold/unallotted car parking and can be used by them as thought fit at their discretion. The Vendor-cum-Developer shall allot and mark the car parking on ground; no changes to the car parking already allotted at specified locations will be made. The Purchaser is aware that the basement for the Residential and Commercial Building shall be differentiated by a dividing Wall between the residential and commercial blocks. The Purchaser shall be entitled to park their cars only in their respective earmarked car parking area and shall at no time claim or park in the basement of the commercial block.
- 14.8** The additional un-allotted car parking areas from and out of limited common areas to the exclusion of the others in the residential block shall vest with the Vendor-cum-Developer; such un-allotted car parking in the limited common area will be allotted to the prospective owners who are in need of such additional car parking space. The Vendor-cum-Developer reserves the right to allot such additional car park under the category limited common area and will be allotted to such

prospective Purchaser for orderly allotment of the car parking either in the basement or any other level and can recover the cost of construction for such additional car parking area allotted to the prospective Purchaser.

14.9 Similarly the Purchaser agrees that the earmarked garden area on the ground floor limited common area allocated to the development known as 'Sobha Indraprastha' allotted to them by the Vendor-cum-Developer shall to be exclusive use of the allottees and Purchaser shall at no time after the completion of the project and formation of any Association/Condominium/Organization of the owners, claim any rights thereto or deprive the allottees of the said garden space. Such allottees will not be entitled to put up any structure thereon;

14.10 The Purchaser shall be permitted to use and enjoy the common areas and amenities such as roads, garden areas, terrace areas not specifically allotted to any apartment owners, parks and open spaces, common electrical lines and lighting, water lines, sewers, drains, pipes, internal roads, pavements, etc., in Schedule 'A' Property in common with other owners and other occupants of Schedule 'A' Property. The Purchaser/s shall not place objects/things/articles which hinder free use of any common areas and amenities. The Purchaser/s shall not use common areas, roads, open spaces in the project for dumping materials/debris etc.

14.11 The Purchaser shall strictly observe the rules, regulations, restrictions that may be generally/specifically imposed / prescribed by the Vendor-cum-Developer for the maintenance of all common areas and facilities in Schedule 'B' Property and/or Schedule 'A' Project.

14.12 The Purchaser shall not have any right to question and the usage of the Commercial Building/Shopping Mall in the manner the Vendor-cum-Developer think it fit. The Purchasers shall have no right in any manner over any of the amenities and common areas, parking areas of the Commercial Building.

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 Unit/Apartment. Subject to Applicable Law, the repair or reconstruction of the Project shall be carried out on the basis of the sanctioned plan and other approvals that may be required.

15.2 All the Unit/Apartment 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 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 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 and clause 16.3.
- 16.2** That the Purchaser shall not be entitled to transfer / assign the rights under this Agreement for a period of one year from the booking date or date of payment of 30% of the consideration under this Agreement, whichever is later.
- 16.3** Any assignment shall be, subject to clause 16.2 , be done only by way of written agreement between the Vendor-cum-Developer and the Purchaser herein and the new/prospective purchaser. The new purchaser shall undertake to be bound by the all terms of this Agreement including payment of the transfer fees of Rs. 200/- (Rupees Two Hundred only) per square foot. 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, or by the Association. The Club shall be located in _____ of the Project and the undivided share 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 Unit/Apartment 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 Association of Owners. On the Vendor-cum-Developer handing over the maintenance to the Association in terms of the Act, the Association of Owners will be responsible to manage, maintain and operate the Club and its facilities.
- 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" Unit/Apartment would be entitled to use the said Club on payment of the club membership fees.
- 17.2.2 In the event the Schedule "C" Unit/Apartment 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 charges.

- 17.2.3 In the event of inheritance, the person inheriting and occupying the Schedule "C" Unit/Apartment shall be entitled to membership of the said Club on payment charges as fixed by the Association.
- 17.2.4 In the event of there being any co-owner of Schedule "C" Unit/Apartment such co-owners occupying the Schedule "C" Unit/Apartment will be entitled to the use of the said Club on payment of the charges as fixed by the Association.
- 17.2.5 In any other case like tenancy, lease, license etc., the occupier of the Schedule "C" Unit/Apartment will be entitled to the use of the said Club on payment of the charges as fixed by the Association.

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" Unit/Apartment. 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" Unit/Apartment.
- 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" Unit/Apartment , a proportionate amount of such Statutory Payments or the increase thereof shall be borne by the Purchaser and paid by the Purchaser within **30 (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 Unit/Apartment Owners.
- 18.3** The Purchaser shall be liable to pay such maintenance charges from the date the Schedule "C" Unit/Apartment is ready for occupation and is notified, whether the possession is taken or not by the Purchaser.

19 ASSOCIATION OF OWNERS

The Association of Owners shall be formed by the Vendor-cum-Developer, at any time but within **3 (three) months** 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" Unit/Apartment , 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 Association of Owners 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" Unit/Apartment , in any manner whatsoever, shall be subject to such rules and regulations. The mere acquisition, rental, or taking on license the

Schedule "C" Unit/Apartment or the mere act of occupancy of the Schedule "C" Unit/Apartment, 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' UNIT/APARTMENT:

20.1 The Purchaser shall pay Maintenance deposit of ` **<Maintenance Deposit>** /- per apartment as demanded in the Final Request Payment Letter issued on the project declared fit for occupation. The said deposit will be retained by the Vendor-Cum-Developer and the interest at the rate prevailing from time to time of a standard Nationalised Bank will be considered as interest earned on the maintenance deposit and utilised for meeting the common maintenance, repairs and up-keep including indirect expenses and facility maintenance service charges as stated hereunder. The interest on this deposit will commence from the date of the commencement of warranty and maintenance of the Project/Block/Wing. In case the interest accrued is inadequate, the Vendor-Cum-Developer shall call for additional deposit to meet the maintenance expenses of the Building and the Purchaser shall pay the same within ten days of such demand. Alternatively, the Purchaser will reimburse additional maintenance charges to the Vendor-Cum-Developer within ten days of such demand. In the event of there being any delay in payment of the amount, the Purchaser shall also be liable to pay interest at the rate of 24% per annum on the outstanding dues. In case, these payments are not paid to the Vendor-Cum-Developer, the Vendor-Cum-Developer shall have the right to adjust such deficit from and out of the Maintenance Deposit to recover the maintenance dues. The maintenance shall mean and include the maintenance of Club-House, Swimming Pool and common amenities such as pathways, children play area etc, common areas, common facilities which are part of 'SOBHA INDRAPRASTHA'. Expenses for maintenance such as;

- 20.1.1 Expenses for maintenance of lifts, pumps sets, generators, solar systems and other machinery, sanitary and electrical connections in the apartment building including the cost of AMC's for these equipments.
- 20.1.2 Expenses incurred to carry out any additional work or renewal of license required by the statutory authorities during the maintenance period (E.g. Electrical inspection, KSPCB inspection etc).
- 20.1.3 Any Common expenses related to Centrax facility through a preferred service provider.
- 20.1.4 Any expense incurred in rectifying any item related to statutory bodies (like BESCOM cable, BWSSB water pipeline etc).
- 20.1.5 Electricity consumption charges for running all common services and lighting the common areas, basement and all open areas and water consumption charges of building and for facilities in common areas of 'SOBHA INDRAPRASTHA'.
- 20.1.6 Cost of replacement of electrical fittings and bulbs in all common areas, corridors, basement, lobbies, drive way and open places.

- 20.1.7 Expenses for maintenance of the buildings and the land surrounding thereto and colour washing of common areas, maintenance of internal driveways within the premises of 'SOBHA INDRAPRASTHA'.
- 20.1.8 Expenses incurred in the maintenance of Landscape, Gardens, Pots and other plants within the premises of 'SOBHA INDRAPRASTHA'.
- 20.1.9 Salaries and wages payable to the Property Manager, Security Guards, lifts operators, Plumbers, Electricians, Gardeners, Pumps and Generator Operators and all other staff appointed and also the facility maintenance service charges.
- 20.2** Such other expenses which are common in nature and not attributable to any unit in particular but relates to the Maintenance of the Project in general. The expenses for the maintenance and usage of all the common amenities such as Common Roads, Common Passages Gymnasium and Common Swimming Pool, STP, OWC, Solar Lighting, Gardens and Parks, WTP's, Fire Fighting System, Rain water Harvesting systems and any other common amenities and facilities etc., in the Project or in the integrated development shall be borne by the Purchaser proportionately with the other owners
- 20.3** That the Purchaser shall also pay subscription, maintenance and administrative charges of the club house and its amenities as demanded by the Vendor-Cum-Developer or the Association either on monthly or on annual basis. The Purchaser shall not at any time claim individual ownership on the club house and swimming pool.
- 20.4** The Purchaser shall, from the date the Schedule "C" Unit/Apartment 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 of the Project as determined by the Vendor-cum-developer and no circumstances be liable for the same.
- 20.5** 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" Unit/Apartment apart from the rules and regulations of the Association.
- 20.6** The Purchaser shall permit the Association and/or maintenance agency to enter into the Schedule "C" Unit/Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.
- 20.7** The Vendor-cum-developer or the agency appointed by the Vendor-cum-developer will be the exclusive maintenance service provider for the maintenance to be provided to the Common Areas, the Common Amenities and Facilities of the Project until the Association of Owners takes over the maintenance of the Project. The charges for such services and maintenance shall be paid by the Purchaser and other owners of the Unit/Apartment. The Purchaser and other owners of the Unit/Apartment in the Project shall not make arrangements with any outside

agency other than as defined in the Association Agreement till the completion of one year from the date of grant of occupation certificate to the Project and all its Blocks.

- 20.8** The Vendor-cum-developer will maintain the Common Areas and the Common Amenities and Facilities of the Project for the period of one year as provided in the Act.

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 PAYMENT OF ELECTRICITY & WATER CHARGES

The Purchaser is aware that the responsibility of providing water supply, sewage connection and electricity is that of BWSSB and BESCOM / other government authorities. In case, the water supply from the BWSSB is not available or if available and is inadequate, in that event the Association has to make alternative arrangements for the water through water tankers. Similarly, the Vendor-cum-Developer shall endeavour to get the required quantum of Power supply as per the specification, however, if BESCOM is unable to supply the required quantity of Power, the Vendor-cum-Developer shall get the Power supply as sanctioned by the authorities and shall accept such reduced load in Power. Further, if for any other reason BESCOM delays the supply of Power to the Project, the Vendor-cum-Developer shall provide the Power supply to the Schedule "C" Unit/Apartment and the common areas through generating sets (DG). The Purchaser agrees to pay the charges for such power supplied through the generator sets till the commissioning of the Power supply by BESCOM as per the fuel consumed by the generating sets for the supply of such power. The Purchaser shall also accept reduced load in power, if any due to the above.

The Vendor-cum-Developer shall make provisions for supply of water through Bore wells dug in the Project, provided there is no restriction from the Government. In case sufficient water is not available from the borewell then the Association shall make arrangements to get the water supply through alternative sources such as water tankers etc., and the Purchaser undertakes to pay for the same.

The Schedule "C" Unit/Apartment will be provided with electricity supply and water supply. The said supply/supplies are from the government agencies, the Purchaser shall pay the consumption charges as per meter reading and further comply with

the rules and regulations imposed by the authorities in respect thereto. Irrespective of the fact whether the Schedule "C" Unit/Apartment is occupied by the Purchaser and/or their tenants/permitted persons or not, the Purchaser/Owner/Occupant shall be liable to pay the Vendor-cum-Developer the minimum charges stipulated by them for supply of the electricity. Any default would result in cutting of supply of electricity to the Schedule "C" Unit/Apartment and will be restored on payment of all the arrears with interest claimed, if any.

The Vendor-cum-Developer agree to provide DG back-up/stand-by power for the lift, pumps, light in common areas and with limit switch to the Schedule "C" Unit/Apartment. They may at their discretion provide electricity to the Schedule "C" Unit/Apartment building from the said captive power source. The Purchaser shall pay the consumption charges as per the meter reading.

The Vendor-cum-Developer is not responsible for the quality of power supply from BESCO and the quality of water supply as aforesaid.

23 DEFECT LIABILITY PERIOD:

In the event of any Structural defects, being informed by the Purchaser in writing within the period of 5 (five) years from the date of the Occupancy Certificate having been issued. 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.

If within a period of five years from the date of handing over the Unit to the Purchaser, the Purchaser brings to the notice of the Vendor-cum-Developer any Structural Defect/s in the Unit or the building in which the Unit is located. But shall not mean and include defect/s caused by normal wear and tear and/or by the negligent use of the Unit/s by the respective Purchaser/Occupants, vagaries of nature, superficial cracks, etc. If there is a dispute regarding any defect in the building or material used the matter shall, within a period of five years from the date of handing over possession, on payment of such fee as may be determined by the Regulatory Authority, be referred for decision to Adjudicating Officer appointed under section 71(1) of the Real Estate (Regulation and Development) Act 2016.

Provided however notwithstanding anything stated herein, it is agreed between the parties that:

- i. The Purchaser' of the units in the building/wing/phase shall not carry out any alterations of whatsoever nature in the said Unit /wing/building/phase and in specific the structure of the said Unit/ unit/ wing/building/ phase of the said Project/ Scheme which shall include but not be limited to columns, beams etc. or in the fittings therein, particularly if it is hereby agreed that the Purchaser shall not make any alteration in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of water. If any of such works are carried out the defect liability on the part of the Vendor-cum-Developer shall automatically become void and stand extinguished.

- ii. That it shall be incumbent upon the Purchaser to maintain his/ her/ their Unit in a diligent manner and take all due care necessary for the same including but not limited to the regularly ensuring taking care of the Unit to prevent water seepage, etc.
- iii. Where the manufacture warranty as shown by the Vendor-cum-Developer to the Purchaser expires, the same have to be renewed from time to time under AMC for such Facilities & Amenities at all time during defect liability period and should the annual maintenance contracts not be renewed by the Purchaser and/or Association of Purchaser the Vendor-cum-Developer shall not be responsible for any repairs/defects occurring due to the same.
- iv. In case of use inappropriate cleaning materials or any other material, the Vendor-cum-developer will not be responsible for any deterioration of the materials in the Unit/Common Areas.
- v. Normal wear and tear of materials due to weather effect or usage or non-occupation of the unit for long durations, the Vendor-cum-developer will not be responsible;

In carrying out the repairs of any Structural Defects:

- i. The Vendor-cum-Developer reserves the right to replace unavailable materials with suitable alternatives without any compromise on the quality of the material, quality of workmanship and the aesthetics of the unit.
- ii. The Vendor-cum-Developer state that many of the materials procured from factories/vendors are subject to variations in tone, grain, texture, color and other aesthetics features which are beyond the control of the Vendor-cum-developer, they may not be the same as shown in the model unit/samples. This is mostly due to items being manufactured in different lots. Every effort will be made to minimize the variations to the specifications, Purchaser are informed to expect variations within natural/ permissible limits.
- iii. The Vendor-cum-developer will ensure that the workmanship of all the works shall be generally in accordance with the general and detailed specifications as mentioned in the Agreements and as per the sanction plans.
- iv. That the Project/Scheme as a whole has been conceived, designed and constructed based on the commitment and warranties given by the vendors/ manufacturers, wherever applicable, that all equipments, fixtures and fittings shall be maintained and covered by maintenance/ warranty contracts so as it to be sustainable and proper working condition to continue warranty in both the Units and the common Amenities & Facilities of the Project wherever applicable.
- v. That the Purchaser has/have been made aware and that the Purchaser expressly agree/s that the regular wear and tear of the unit/wing/building/phase includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to

variation in temperature of more than 20 degrees Celsius and which do not amount to structural defects and hence cannot be attributed to either faulty workmanship or structural defect.

24 KHATA TRANSFER

The Purchaser/s are entitled to secure khata of Schedule 'B' and 'C' Property/ies at his/her/their cost and expenses from the Statutory Authority and the Vendor-cum-Developer shall sign all the necessary consent letters to secure the khata.

25 TERMINATION BY PURCHASER:

25.1 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:

25.1.1 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

25.1.2 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 against the Purchaser handing over the original of this Agreement duly cancelled. 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.

25.2 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,

25.3 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 the Booking Amount paid for the Schedule "C" Property and any Interest due 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 45 days of sale of the Schedule "C" Property to any third Person.

26 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.

27 MISCELLANEOUS

- (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) **Indulgence**

The Parties hereto agree that in the event of there being any delay in or indulgence shown by either of the parties with regard to the enforcement of any of the terms of this agreement the same shall not be construed as a waiver of rights on the part of the party showing such indulgence or forbearance and the parties shall be entitled to enforce such right without prejudice to such indulgence or forbearance shown.

(f) **Complete agreement**

The parties acknowledge that this agreement is the complete agreement between the parties.

(g) **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 "C" Property.

(h) **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 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, 1957 including any actions taken or deficiencies/penalties imposed by the Authority.

(i) **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.

(j) **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.

(k) **Custody**

This Agreement is prepared in two sets. One set shall be with the Vendor-cum-developer and the other set shall be with the Purchaser.

28 PERMANENT ACCOUNT NUMBER AND AADHAR CARD NUMBER.

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

- | | | |
|----|-----------------------------|---------------------|
| a) | Vendor-cum-Developer | : PAN No. |
| | | : AADHAR No. |
| b) | Purchaser | : PAN No. |
| | | : AADHAR No. |

SCHEDULE "A" PROPERTY
(Description of the entire property)

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

All that piece and parcel of converted land being extent of 39,862.91 sqm or 4,29,084 sft or 9 Acres 34 Guntas bearing BBMP Katha No.19/2, situated at Mysore Deviation Road in Gopalpura, Ward No.25, Bangalore, and bounded as follows:

ON THE EAST	:	Mysore Deviation Road and property of Bangalore Mahanagar Palike
WEST	:	Remaining Portion of Minerva Mills Land;
NORTH	:	Road leading to Rajajinagar (Vatal Nagaraj Road);
SOUTH	:	Minerva Mill Road; thereafter Minerva Mill Property

An extent of 3986.23sqm is relinquished for park and open spaces in the composite development in the Schedule 'A' Property. The UDS on the land is calculated after deducting these areas.

SCHEDULE "B" PROPERTY
(Description of Undivided Share agreed to be sold)

An undivided **<UDS Percentage>%** share, right, title and interest in the Schedule 'A' Property i.e., equivalent to **<UDS in Sqft>** sft.

SCHEDULE "C" PROPERTY
(Description of the Unit/Apartment to be constructed under the Scheme by the Vendor-cum-developer for the Purchaser)

The Apartment unit bearing No. _____ on the _____ Floor of Block _____ of the <PHASE - I> having a Carpet area of _____ Sq. ft. (Super built-up area of _____ Sft) along with _____ No. of car park/ing space/s in the basement with proportionate share in the Common Area and Common Area of <PHASE - I> and the composite development with the non-exclusive right to use the Common Amenities and Facilities of <PHASE - I> and the composite development.

The Schedule "C" Unit/Apartment is shown in plan Annexure D hereto.

SCHEDULE – D

RIGHTS OF THE PURCHASER:

- 1) The Purchaser shall be entitled to the use and occupation of Schedule "C" Unit/Apartment , 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;
- 3) The right to subjacent, lateral, vertical and horizontal support for the Schedule "C" Unit/Apartment from the other parts of the Block;
- 4) The right to free and uninterrupted passage of water, gas, electricity, sewerage etc., from and to the Schedule "C" Unit/Apartment 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 Block 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 Block, 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 Block at all reasonable times after notice to enter into and upon other parts of the Blocks for the purpose of repairs or maintenance of the Schedule "C" Unit/Apartment 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 Unit/Apartment in the Block the necessary vertical, horizontal and lateral support and reciprocate and recognize the rights of the other owners in the Block;
- 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" Unit/Apartment is located and also in the Common Areas.
- 3) The Purchaser shall not at any time, carry on or suffer to be carried on in the Schedule "C" Unit/Apartment 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 owners of the other Unit/Apartment or which may tend to depreciate the value of the Project or any thereof;
- 4) Except for leasing or rental permitted under this Schedule E, the Purchaser shall use the Schedule "C" Unit/Apartment 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" Unit/Apartment, 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 Block in common with the other Unit/Apartment 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 Unit/Apartment;
- 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 Amenities and Facilities and the Common Areas. The liability for such share shall commence from the Sale Date.
- 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 Amenities and Facilities and the Common Areas and all other charges for the Common Areas, from the date of intimation of the Schedule "C" Unit/Apartment 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" Unit/Apartment 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" Unit/Apartment from the date on which the Schedule "C" Unit/Apartment 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" Unit/Apartment 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 Amenities and Facilities.
- 15) The Purchaser shall ensure that the Association is at all times compliant with the Association Agreements. That the Purchaser with the other owners of the Unit/Apartment, through the Owners Association, shall at all times keep the annual maintenance contracts with regards to all the Common Amenities and Facilities and

the Common Areas valid, and shall pay the amounts of annual maintenance contract and Association Agreements as and when demanded by the maintenance agency 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 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 agency appointed by Association of Owners
- 18) The Purchaser shall ensure that no rubbish/refuse shall be thrown out of the Schedule "C" Unit/Apartment into the common areas and passages;
- 19) The Purchaser will not dry clothes outside on the balconies of the Schedule "C" Unit/Apartment ;
- 20) That the Purchaser shall not install any additional tanks in the Unit/Apartment.
- 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" Unit/Apartment walls, drains, pipes and other fittings in good and habitable condition and in particular so as to support and protect the parts of the Block, 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" Unit/Apartment and nor change the location of the toilets, kitchens or plumbing lines, outside colour scheme, outside elevation/façade/décor of the Block. 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 ____
STAGES OF CONSTRUCTION OF THE PROJECT

ANNEXURE ____
COMMON AREAS IN THE PROJECT

ANNEXURE ____
COMMON AMENITIES AND FACILITIES OF THE PROJECT

ANNEXURE ____
TERMS AND CONDITIONS OF USE OF PURCHASER CAR PARKS

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

- 1) The Purchaser will at all times act responsibly and safely in the use of the Purchaser Car Parks and comply with all directions given by the Vendor-cum-developer in the day to day use of the Purchaser Car Parks.
- 2) The Purchaser will use the Purchaser Car Parks for the sole purpose of parking a motor vehicle in his/her/its capacity as the owner of the Schedule "C" Unit/Apartment and for no other purpose whatsoever.
- 3) The Purchaser will not bring into the Purchaser Car Parks 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 spaces of other Residence Owners.
- 5) The Purchaser will not bring into or on the Purchaser Car Parks or allow to remain there any un-road worthy 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 Parks.
- 6) Parking and use of the Purchaser Car Parks 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 Parks. 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 Parks 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 Parks.
- 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 Parks 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 parks 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 Parks 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 Parks.

ANNEXURE ____
PAYMENT PLAN FOR SALE CONSIDERATION

ANNEXURE ____
PAYMENT PLAN FOR CONSTRUCTION COST

ANNEXURE____

OTHER COSTS CHARGES AND EXPENSES

ANNEXURE____

SPECIFICATIONS

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

VENDOR-CUM-DEVELOPER

PURCHASER

WITNESSES:

1) _____
NAME
ADDRESS

2) _____
NAME
ADDRESS