



*Anup S Shah Law Firm
Bengaluru
Draft subject to changes post notification of model Agreement to Sell under
RERA.
Phased Development*

AGREEMENT TO SELL

BETWEEN

M/S. GLOBAL ASSOCIATES

[SELLER/ BUILDER IF THE BUILDER IS LAND OWNER AND DEVELOPER]

AND

DATED●, 2017

Privileged & Confidential

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AGREEMENT TO SELL

This Agreement to sell is executed on _____, 2017 at Bengaluru.

BY AND BETWEEN:

M/S. GLOBAL ASSOCIATES,

an Association of Persons,
having its office at H.M.Geneva House, No.14,
Cunningham Road, Bangalore- 560 052 and
represented by MR. H. J. SIWANI OR MR.M.J.SIWANI,

[OWNER where developer and owner are on and the same]

(PAN _____), represented by its authorized Partner _____, (Aadhar no. _____) authorized *vide* _____,
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 and assign).

AND :

[If the Purchaser is a company]

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

[OR]

[If the Purchaser is a Partnership firm]

_____, a partnership firm registered under the Indian Partnership Act, 1932 (Central Act 9 of 1932), having its principal place of business at _____, (PAN _____), represented by its authorized Partner _____, (Aadhar no. _____)

_____) authorized *vide* _____, hereinafter referred to as the “**Purchaser**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Purchaser is an Individual]

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

[OR]

[If the Purchaser is a HUF]

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

WHEREAS:

- A. Originally all that agricultural lands bearing Survey No.170 (measuring about Fifteen Acres Twenty-two Guntas inclusive of phut kharab), which is hereinafter referred to as “SURVEY NO.170” and land being portion of Survey No.169/4 (measuring about Eleven Guntas), which is hereinafter referred to as “SURVEY NO.169/4”, both situated in Kothnur Village, Uttarahalli Hobli, Bangalore South Taluk belonged to the HUF of one Sham lyengar;
- B. In a partition effected amongst the aforesaid Sham lyengar, his wife Rangamma and his sons Sreenivasan, Challappa lyengar and Ranganathachar, Survey No.170 and Survey No.169/4 were allotted to the share of Sreenivasan under the Deed of Partition dated 07.01.1954;

- C. G. T. Sundararaja Iyengar was granted occupancy rights with regard to Survey No.9 (measuring about Five Acres Two Guntas exclusive of phut kharab) in Raghavanapalya Village, Uttarahalli Hobli, Bangalore South Taluk (hereinafter referred to as "SURVEY NO.9"), and Sreenivasan was granted occupancy rights with regard to the lands bearing Survey No.4/1 (measuring about Four Acres Three Guntas exclusive of phut kharab), Survey No.5 (measuring about Eight Acres Twenty-one Guntas exclusive of phut kharab), Survey No.6 (measuring about One Acre), Survey No.7 (measuring about One Acre One Gunta exclusive of phut kharab), Survey No.8 (measuring about Thirty-nine Guntas exclusive of phut kharab), all situated in Raghavanapalya Village, Uttarahalli Hobli, Bangalore South Taluk (hereinafter referred to as "SURVEY Nos.4/1, 5, 6, 7 and 8 Respectively") by the Special Deputy Commissioner for Abolition of Inams vide his Orders dated 06.06.1960 in Case No.1/1959-60 and Case No.2/1959-60;
- D. Sreenivasan and G. T. Sundararaja Iyengar, conveyed the lands bearing Survey Nos.169/4, 170, 4/1, 5, 6, 7, 8 and 9 measuring in all about Thirty-six Acres to V. Smeiser and E. Smeiser under a Deed of Sale dated 07.10.1966 (registered as Document No.3938/66-67 in Book I, Volume No.611 at Pages 169 to 176 in the Office of the Sub-Registrar, Bangalore South Taluk);
- E. E. Smeiser died leaving her husband V. Smeiser as her only legal heir and the aforesaid V. Smeiser with the assent and consent of his second wife Jarmila Smeiserova sold Survey Nos.169/4, 170, 4/1, 5, 6, 7, 8 and 9 to K.Jeenabai, K.Kashinath Rao, K.Vittal Rao, K.Subramani Rao and K.Ganesh Rao, under a Deed of Sale dated 01.09.1980 (registered as Document No.5201/80-81, in Book I, Volume No.1570 at Pages 46 to 55 in the Office of the Sub-Registrar, Bangalore South Taluk);
- F. In an oral partition effected amongst K.Jeenabai, K.Kashinath Rao, K.Vittal Rao, K.Ganesh Rao and K.Subramani Rao (1) an extent of Five Acres Thirty-eight Guntas (which is inclusive of Phut kharab) in Survey No.170 fell to the share of K.Jeenabai, (2) an extent of Eleven Guntas (wrongly mentioned as Fourteen Guntas) in Survey No.169/4, an extent of Three Acres Thirty Guntas in Survey No.170 (which is inclusive of Phut kharab) and Two Acres Eight Guntas (which is inclusive of Phut kharab) in Survey No.5 fell to the share of K.Kashinath Rao, (3) an extent of Six Acres Five Guntas in Survey No.170 (which is inclusive of kharab), Four Acres Thirty-two Guntas in Survey No.4/1, One Acre in Survey No.6, One Acre Three Guntas (which is inclusive of kharab) in Survey No.7 and One Acre in Survey No.8 (inclusive of kharab) fell to the share of K.Vittal Rao, (4) an extent of Five Acres Thirty-eight Guntas in Survey No.5 fell to the share of K.Subramani Rao, and (5) an extent of Five Acres Twenty-three Guntas in Survey No.9 and Fifteen Guntas in Survey No.5 fell to the share of K.Ganesh Rao;

- G.** In an oral arrangement arrived at amongst K.Vittal Rao and K.Kashinath Rao, Survey No.169/4, an extent of Five Acres Seven Guntas in Survey No.170 and Twenty Guntas in Survey No.5 was taken by K.Kashinath Rao and K.Vittal Rao became entitled to an extent of Four Acres Seventeen Guntas in Survey No.170 and One Acre Ten Guntas in Survey No.5 along with Survey No.4/1, 6, 7 and Survey No.8;
- H.** K.Vittal Rao, his wife Satyavathi and children Vinod Vittal, Anitha Balakrishna, Sangeeta Vittal and Santhosh Vittal effected an Oral Partition subsequently and under the said Partition, portions of Survey No.170 measuring One Acre each fell to the share of Vinod Vittal, Anitha Balakrishna, Sangeeta Vittal and Santhosh Vittal respectively, an extent of Eight Guntas in Survey No.170 and Twenty-five Guntas in Survey No.5 fell to the share of Satyavathi and a portion of Nine Guntas in Survey No.170 and Twenty five Guntas in Survey No.5 was allotted to the share of K.Vittal Rao;
- I.** K.Vittal Rao, Satyavathi, Anita Balakrishnan, Vinod Vittal, Sangeeta Vittal and Santosh Vittal sold their respective shares in Survey No.170 and Survey No.5 to M/s.Vandana Enterprises a Proprietary concern of Mr.P.M.P.Kurup under six registered Agreements for Sale all dated 31.08.1995, and received the entire sale consideration from M/s. Vandana Enterprises;
- J.** M/s. Vandana Enterprises assigned its rights under the six Agreements dated 31.08.1995 in favour of K.B.Lakshman under an Agreement of Assignment dated 07.03.2003 and received reimbursement of all the amounts paid by M/s.Vandana Enterprises to Satyavathi, Anita Balakrishnan, Vinod Vittal, Sangeeta Vittal and Santosh Vittal and also the nomination fee from Mr. K.B.Lakshman;
- K.** K.Subramani Rao died leaving behind him surviving his wife, R. Rajani Rao, and two children S.Hemanth Kumar, S.Ketan Rao as his only legal heirs and subsequent to his demise, R.Rajani Rao, S.Hemanth Kumar and S.Ketan Rao filed a Suit bearing O.S.No.16520/2002 in the Court of the City Civil Judge, Mayo Hall, Bangalore, challenging the Palupatti effected on 24.02.1981 which was subsequently amicably settled out of court and the sharing as per the Palupatti was accepted by the K.Jeena Bai, K.Kashinath Rao, Satyavathi, Anita Balakrishnan, Vinod Vittal, Sangeeta Vittal, Santosh Vittal, S.Rajani Rao, S.Hemanth Kumar, Master S.Ketan (being minor represented by his mother and natural guardian S.Rajani Rao) and K.Ganesh Rao and whereas S.Rajani Rao sought for and obtained the leave of the Court to withdraw the Suit in O.S.No.16520/2002 and to enter into a sale agreement for and on behalf of her minor son Master S.Ketan and to execute the Sale Deed in respect of the share of S.Ketan in Survey No.169/4, 170, 4/1, 5, 6, 7, 8 and 9, under an Order dated 24.06.2003 of the Additional City Civil Judge, Bangalore and subsequent thereto and the Suit in

O.S.No.16520/2002 was dismissed as withdrawn by the Order dated 24.06.2003 of the Additional City Civil Judge, Bangalore;

- L.** The said K.Vittal Rao entered into an Agreement for Sale dated 15.04.2002 with K.B.Lakshman for sale of his share i.e. namely Two Acres Nineteen Guntas in Survey No.4/1, Eighteen Guntas in Survey No.5, One Acre in Survey No.6, One Acre Three Guntas in Survey No.7 and One Acre in Survey No.8 and the said K.Vittal Rao delivered full, free, vacant possession of the same to K.B.Lakshman, after having received the entire consideration from K.B.Lakshman;
- M.** K.Jeenabai entered into an Agreement for Sale dated 23.09.2002 with K.B.Lakshman for sale of her share i.e. Five Acres Thirty-eight Guntas in Survey No.170, and K.Jeenabai delivered full, free, vacant possession of the same to K.B.Lakshman, after having received the entire consideration from K.B.Lakshman;
- N.** K.Kashinath Rao entered into an Agreement for Sale dated 23.09.2002 with K.B.Lakshman for sale of his share i.e. Eleven Guntas in Survey No.169/4, Five Acres Seven Guntas in Survey No.170, Twenty Guntas in Survey No.5 and K.Kashinath Rao delivered full, free, vacant possession of the same to K.B.Lakshman, after having received the entire consideration from K.B.Lakshman;
- O.** K.Ganesh Rao entered into an Agreement for Sale dated 29.09.2002 with K.B.Lakshman for sale of his share i.e. Five Acres Twenty-three Guntas in Survey No.9, and Fifteen Guntas in Survey No.5 and K.Ganesh Rao delivered full, free, vacant possession of his share in the Said Lands to K.B.Lakshman, after having received the entire consideration from K.B.Lakshman;
- P.** S.Rajani Rao, S.Hemanth Kumar, Master S.Ketan (being minor represented by his mother and natural guardian S.Rajani Rao), wife and children of late K.Subramani Rao, entered into an Agreement for Sale dated 13.12.2002 with K.B.Lakshman for sale of their share i.e. Five Acres Thirty-eight Guntas in Survey No.5 and S.Rajani Rao, S.Hemanth Kumar, Master S.Ketan (being minor represented by his mother and natural guardian S.Rajani Rao), delivered full, free, vacant possession of the same to K.B.Lakshman, after having received the entire consideration from K.B.Lakshman;
- Q.** On an application made by K.Jeenabai, K.Kashinath Rao and K.Ganesh Rao, K.Vittal Rao and late K.Subramani Rao at the request of K.B.Lakshman and on payment of necessary conversion fines, the Special Deputy Commissioner, Bangalore District, Bangalore, has vide his Official Memorandum bearing No.B.Dis.ALN.SR.(S)/101/ 96-97 dated 22.08.1996 converted Six Guntas in Survey No.169/4 from agricultural to non-

agricultural residential use, an extent of Seven Acres Twenty Guntas in Survey No.170 from agricultural to non-agricultural residential use and an extent of Five Acres in Survey No.170 from agricultural to non-agricultural commercial use;

- R.** On an application made by K.Jeenabai, K.Kashinath Rao, K.Vittal Rao, K.Subramani Rao and K.Ganesh Rao and on payment of necessary conversion fines the Special Deputy Commissioner, Bangalore District, Bangalore, has vide Official Memorandum bearing No.B.Dis.ALN.SR.(S)/169/2002-03 dated 10.10.2002 converted Nineteen Acres in Survey Nos.4/1, 5, 6, 7, 8 and 9 from agricultural to non-agricultural residential use, One Acre Seven Guntas in Survey No.4/1 from agricultural to non-agricultural commercial use and One Acre in Survey No.4/1 from agricultural to non-agricultural industrial use;
- S.** On an application made by K.Jeenabai, K.Kashinath Rao, K.Vittal Rao, K.Subramani Rao and K.Ganesh Rao and on payment of necessary conversion fines the Special Deputy Commissioner, Bangalore District, Bangalore, has vide Official Memorandum bearing No.B.Dis.ALN.SR.(S)/171/2002-03 dated 10.10.2002 converted Two Acres and Eighteen Guntas in Survey No.170, from agricultural to non-agricultural residential purpose;
- T.** K.Jeena Bai, K.Kashinath Rao, Satyavathi, Anita Balakrishnan, Vinod Vittal, Sangeeta Vittal, Santosh Vittal, S.Rajani Rao, S.Hemant Kumar, Master S.Ketan (being minor represented by his mother and natural guardian S.Rajani Rao) and K.Ganesh Rao authorised and appointed K.B.Lakshman and P.Ashwin Pai, under a Power of Attorney dated 06.10.2003 (registered as Document No.BNG (U)-KNR/239/2003-04 in Book IV and stored in C.D.No.140 in the Office of the Sub-Registrar, Kengeri), to inter alia deal with and dispose off inter alia all that land bearing Survey No.169/4, measuring Eleven Guntas, Survey No.170, measuring Fifteen Acres Twenty-two Guntas (inclusive of 24 Guntas of phut kharab), both situated at Kothnur Village, Uttarahalli Hobli, Bangalore South Taluk, converted land being portion of Survey No.4/1, measuring Two Acres Twenty-eight Guntas, portion of Survey No.5, measuring Three Acres Seven Guntas, Survey No.6, measuring One Acre, Survey No.7, measuring One Acre Three Guntas, Survey No.8, measuring One Acre, portion of Survey No.9, measuring Three Acres Fifteen Guntas (exclusive of phut kharab of 21 Guntas), all situated at Raghavanapalya Village, Uttarahalli Hobli, Bangalore South Taluk and hereinafter referred to as "LARGER PROPERTY";
- U.** K.B.Lakshman not being desirous of taking conveyance of the Larger Property assigned his rights to the Larger Property to P. Dayananda Pai and the said P.Dayananda Pai agreed to purchase the Larger Property and paid to K.B.Lakshman the entire sale consideration which is inclusive of

reimbursement of the amount paid by K. B. Lakshman to M/s. Vandana Enterprises and K.Jeena Bai and others;

- V. P. Dayananda Pai who thus became entitled to take conveyance of the Larger Property, contributed the same as his share of capital in the Association of Persons together carrying on business, under the name and style of M/s. Global Associates (the Vendor herein);
- W. K. Vittal Rao died intestate on 12.11.2004 leaving behind his wife Satyavathi and children Anita Balakrishnan, Vinod Vittal, Sangeeta Vittal and Santosh Vittal as his only legal heirs and as per the rules of the personal laws of inheritance governing them, the share of late K. Vittal Rao in the Larger Property devolved to Satyavathi, Anita Balakrishnan, Vinod Vittal, Sangeeta Vittal and Santosh Vittal;
- X. The Vendor herein was desirous of developing the Larger Property into a mini Township known as "**H M WORLD CITY**", consisting of Residential Development, Private Club house, Shopping Block, Commercial Development comprising of several Blocks of buildings with common pathways, play areas and open area with several amenities and facilities being common in the nature to all the Buildings in the development and also several amenities and facilities which are available by virtue of the acquisition of the constructed area in H M WORLD CITY constructed on the Larger Property;
- Y. On an application made to the Bangalore Development Authority, seeking plan approval for Group Housing, the Bangalore Development Authority has permitted the development of part of the Larger Property by putting up residential, commercial building, and master Plan Approval from the Bangalore Development Authority was secured as per resolution No.279/2004 dated 04.09.2004 and Order bearing No.Bang.Aa.Pra/Na.Yo.Sa/GAC.17/03-04/2411/2004-2005,dated 20.11.2004 for the development of part of the Larger Property into the residential blocks;
- Z. Pursuant to the approval of the development plan of Group Housing by the Bangalore Development Authority, K.Jeenabai, K.Kashinath Rao, S.Rajani Rao, K.Ganesh Rao and K.Vittal Rao handed over various portions of the Larger Property, measuring in all about Six Acres One Gunta, which is inclusive of phut kharab of Twenty Four Guntas, which have been earmarked as Civic amenities and Park Areas in the approved Development Plan to the Bangalore Development Authority under a Deed of Relinquishment executed in September 2004 (registered as Document No.KEN-1-27911/2004-05, and stored in CD.No. KEND 156, in the office of the Sub-Registrar, Kengeri, Bangalore);

- AA.** The said K.Jeena Bai, K.Kashinath Rao, Satyavathi, Anita Balakrishnan, Vinod Vittal, Sangeeta Vittal, Santosh Vittal, S.Rajani Rao, S.Hemanth Kumar, Master S.Ketan (being minor represented by his mother and natural guardian S.Rajani Rao) and K.Ganesh Rao joined by M/s.Vandana Enterprises, K.B.Lakshman and P.Dayananda Pai, as Confirming Party Nos.1, 2 and 3, conveyed the remaining portion of the Larger Property (i.e. the Larger Property less the area handed over to Bangalore Development Authority) in all measuring 22 Acres and 3.44 guntas carved out of all that converted lands being portions of lands in Survey No.4/1(p), 5, 6, 7, 8 and 9(p) of Raghavanapalya Village and all that converted land being portion of Survey No.170, 169/4 Kothnur Village, all situated in Uttarahalli Hobli, Bangalore South Taluk, hereinafter referred to as the '**Said Property**' in favour of the Vendor herein under a Deed of Sale dated 10.01.2005 (registered as Document No.5086/2005-06 in Book-I, C.D.No.KEND209 in the Office of the Sub-Registrar, Kengeri, Bangalore);
- BB.** Thus the Vendor herein became the sole and absolute owner of the Said Property and the Vendor is in possession and enjoyment thereof and is the registered kathedrar of the Said Property;
- CC.** The Vendor in the said development on a portion in the Said Property will also be providing common amenities and facilities which is to be enjoyed by the residential area,
- DD.** The Vendor in the said development on a portion in the Said Property is also developing the Other Development Works, which shall not be for common use in common for all of them in HM World City ;
- EE.**The Vendor secured a Master Plan for the development on the part of the Said Property as residential development in an undivided 13 Acres and 33 Guntas of land out of the Said Property, which is more fully set out in the Schedule 'A' hereto and hereinafter referred to as **SCHEDULE 'A' PROPERTY**, wherein there will be 15 Residential Blocks each of them consisting of Basement, Ground and upper Floors ("**Residential Development**") which Master Plan has been approved by the Bangalore Development Authority vide L.P.No.05./2005-06 dated 14.06.2005, and whereas out of the 15 residential blocks the Vendor has constructed in its Second Phase, a residential block known as "**LAVENDER**" or "**HM Indigo 3.0, Lavender - Phase II HM World City**" ("**Project**") based on the utilization of 40103.49 square feet undivided share from and out of the Schedule 'A' Property and constructed on all that converted land being portion of Survey No.170, Kothnur Village, Uttarahalli Hobli, Bangalore South Taluk and which is more fully set out in the Schedule 'B' hereto and hereinafter referred to as the **SCHEDULE 'B' PROPERTY**;

FF. The Vendor in view of the large development in the Said Property (which is referred to as the Township Land therein) has constituted and declared by a Deed of Declaration dated 15th December, 2007 known as "**HM WORLD CITY APEX ASSOCIATION**", hereinafter referred to as the Apex Association, for the formation of an Apex Association consisting of members who will be the representatives of each of the Residential Blocks, the Other Developments Works and the Civic amenities site, which Apex Body shall be governed by the rules and regulations attached to the said Deed of Declaration; and whereas the Apex Association has been constituted to ensure proper maintenance and management of the common areas which are to be enjoyed in common by all those in HM World City on the terms and conditions set out therein;

GG. The Vendor cum Developer has executed and will be executing separate Deed of Declaration for each of the blocks in the Residential Development under the Karnataka Apartment Ownership Act, 1972 to facilitate maintenance and management of each of the Blocks in the Residential Development and the common areas specifically applicable to each Block and the land appurtenant thereto which Deed of Declaration shall be adhered to by the Owners of the Residential Blocks and accordingly for the Project, the Vendor cum Developer have executed a Deed of Declaration;

HH. The Vendor cum Developer by executing a Deed of Declaration under the provisions of the Karnataka Apartment Ownership Act, 1972 (hereinafter referred to as the said Act) and rules made there under has submitted the Schedule 'B' Property and the Project constructed thereon under the name and style "HM World City Lavender Block Apartment Owners Association" under the said Act and which Declaration is dated 03.03.2016 (registered as Document No.10403/2015-16 in Book-I, stored in C.D.No.JAYD246 in the Office of the Sub-Registrar, Jayanagar, Bangalore) (hereinafter referred as "HM WORLD CITY LAVENDER BLOCK DEED OF DECLARATION");

II. The Schedule 'A' Property has been assigned a New Katha No.4530 (carved out of Survey Nos.169/4, 170, 4/1, 5, 6, 7, 8 and 9), Kothnur, Uttarahalli Hobli, Bangalore South Taluk and that Khata in the Bruhat Bangalore Mahanagara Palike for the Schedule 'A' Property stands in the name of the Vendor cum Developer ;

JJ. Under the said Scheme, persons interested in owning Private Residences of their own, could purchase undivided shares from the Vendor and construct Private Residences for themselves through the Vendor cum Developer;

KK. 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 the Project and granted

Registration No. _____ to the said Project. The website for HM Indigo 3.0 (Lavender- Phase II HM World City) or the Project is “ _____ ” ;

LL. *[The Vendor-cum-Developer has informed the Purchaser and the Purchaser is aware and has consented that the Common Areas of the Project, shall be maintained by all the owners of the Private Residences in the Project]*

MM. In terms of the Scheme formulated by the Vendor-cum-Developer, any person/s interested in owning a Private Residence will be entitled to undivided share in the land applicable to the Project being portion of the Schedule ‘A’ Property taking into consideration the FAR to be consumed and TDR utilised.

NN. The Purchaser made an application for allotment of a Private Residence in the Project, vide Application No.____ dated _____ and the Purchaser has been allotted Private Residence No.____ on the ____Floor 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 Areas of the Project;

OO. The Vendor-cum-Developer has made disclosures to the Purchaser in this Agreement under Clause 11;

PP. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

QQ. The Parties hereby confirm that they are signing this Agreement after taking legal advise and with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;

RR. 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 “C” Undivided Share and construction of the Schedule ‘C’ Private Residence, 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 , in respect of 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 HM INDIGO 3.0 (Lavender- Phase II HM WORLD CITY);
- (f) **“Apex Association or H.M World City Apex Association”** shall all mean the same, being the Apex Association of Owners that is established by the Vendor-cum-Developer , in respect of H.M World City as per the provisions of the Karnataka Apartment Ownership Act, 1972;
- (g) **“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.

- (h) **“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.
- (i) **“Block/s”** shall mean individually or collectively mean the Blocks to be constructed in HM WORLD CITY;
- (j) **“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.
- (k) **“Completion Period”** shall mean the _____20XX or such extended time as provided in clause 8 below, before which the Vendor-cum-Developer would have applied for and secured the [Partial Occupancy Certificate]/Occupancy Certificate for Project;
- (l) **“Carpet Area”** shall mean the net useable floor area and the area covered by internal partition walls in the Residence and shall exclude area covered by external walls, services shafts, exclusive balcony or verandah and exclusive open terrace and any other Limited Common Areas.
- (m) **“Commencement Certificate”** shall mean certificate issued by the competent authority;
- (n) **“Common Areas of the Project,”** shall mean and include areas demarcated and declared as the common areas of the Project and as detailed in Annexure _____ hereto. The Common Areas of Project are subject to such reasonable, non-discriminatory rules and regulations as are prescribed by the Vendor-cum-Developer or Owners Association to be followed by all the owners/occupiers of the Private Residences in Project,
- (o) **“Common Areas of the Residential Development”** shall mean and include the areas as demarcated and declared as common areas of the Residential Development and as detailed in Annexure ____ hereto. The Common Areas of the Residential Development are subject to such reasonable, non-discriminatory rules and regulations as are prescribed by the Vendor-cum-Developer or the Association of Owners to be

followed by all the owners / occupiers of the Private Residences of all the phases in the Project.

- (p) **“Common Amenities & Facilities of the Residential Development”**: shall mean and include those amenities and facilities of the Residential Development as detailed in Annexure _____ hereto. The Common Amenities and Facilities of Residential Development 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 Private Residences.
- (q) **“Cost of Construction”** shall have the meaning ascribed to the term in Clause 4;
- (r) **“HM WORLD CITY APEX DEED OF DECLARATION”** shall mean the deed of declaration that would be executed by the Vendor-cum-Developer to submit the Residential Development, the Common Areas, the Common Amenities and Facilities of the Residential Development under the provision of the Karnataka Apartment Ownership Act, 1972;
- (s) **“HM WORLD CITY LAVENDER BLOCK DEED OF DECLARATION”** shall mean the deed of declaration that would be executed by the Vendor-cum-Developer to submit the Project, the Common Areas of the Project under the provision of the Karnataka Apartment Ownership Act, 1972;
- (t) **“Disclosures”** shall mean the disclosures made by the Vendor-cum-Developer to the Purchaser, pertaining to Project and the development of the Schedule “A” Property as detailed in clause 11 below and accepted by the Purchaser to their knowledge;
- (u) **“Force Majeure”** shall mean the occurrence of one or more of the following events:-
- i) war,
 - ii) flood,
 - iii) drought,
 - iv) fire,
 - v) cyclone
 - vi) earthquake
 - vii) any other calamity caused by nature.
- (v) **“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).

- (w) **"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;
- (x) **"Limited Common Area"** shall mean the Purchaser Car Parking Area and such other areas from and out of the Common Areas of Project, which are allotted for the exclusive use by the Private Residences as they would be attached to such Private Residences and capable of being used by these Private Residences and to be maintained by these Private Residences at their cost and not as part of the Common Area.
- (y) **"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 Project and pursuant thereto permitting occupation of the Private Residences for which the occupation certificate is issued;
- (z) **"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.
- (aa) **"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;
- (bb) **"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;
- (cc) **"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;

- (dd) **“Plan”** or **“Sanctioned Plan”** shall mean the building plan and the modification thereto, which is approved by the Local Authority prior to start of the development of H M World City and as detailed in Recital _;
- (ee) **“Private Residence/s”** shall mean the residential units together with non-exclusive use of Common Areas of the Project and the Common Amenities and Facilities in the Residential Development.
- (ff) **“Project”** shall have the meaning ascribed to the term in Recital _;
- (gg) **“Project Account”** shall mean the account opened in ____ Bank ____ Branch standing in the name of the Vendor-cum-Developer.
- (hh) **“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” Private Residence or by any of the occupiers of the Schedule “C” Private Residence 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;
- (ii) **“Purchaser Covenants”** shall mean covenants given by the Purchaser in terms of Clause 13 hereof;
- (jj) **“Purchaser’s Warranties”** shall mean the warranties, assurances and representations given by the Purchaser in terms of Clause _ hereof;
- (kk) **“Residence Owners/Owners”** shall mean any owner or owners of Private Residence/s in Project and the Residential Development;
- (ll) **“Residential Development”** shall have the meaning ascribed to such term in Recital _;
- (mm) **“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” Private Residence;
- (nn) **“Sale Consideration”** shall have the meaning ascribed to the term in Clause 3;
- (oo) **“Sale Date”** shall mean the date of execution and registration of the Sale Deed by the Vendor-cum-Developer in favour of the Purchaser;

- (pp) **“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 “C” 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’ Private Residence;
- (qq) **“Schedule “A” Property”** shall mean the land on which the Project is being developed in phases by the Vendor-cum-Developer and ascribed to the term in Recital ___ and more fully described in the Schedule “A” hereto;
- (rr) **“Schedule “B” Property”** is the portion of the land out of the Schedule “A” hereto utilising the FAR thereof for construction of Project of the Project and more fully described in the Schedule “B” hereto;
- (ss) **“Schedule “C” Private Residence”** shall mean the Private Residence to be constructed under the Scheme;
- (tt) **“Schedule “C” Undivided Share”** shall mean the undivided share in the Schedule “B” Property corresponding the Schedule “C” Private Residence
- (uu) **“Scheme”** shall mean the scheme of development of the Project in the Residential Development under which Persons interested in owning a Private Residence in Project (a) would have to acquire undivided share corresponding to the Private Residence (which undivided share is corresponding to such Private Residence taking into consideration the FAR achieved based on the land in the Schedule “B” hereto [and adding the TDR utilised] for the Project and (b) to get the Private Residence constructed from the Vendor-cum-Developer .
- (vv) **“Vendor-cum-Developer Warranties”** shall mean the representations, assurances and warranties given to the Purchaser in terms of clause 10.1 below;
- (ww) **“Specifications for the Project”** shall mean the specifications of construction set out in Annexure _____ hereto or any equivalent thereto in terms of quality for the Project;
- (xx) **“Statutory Payments”** shall mean statutory charges including Goods and Service Tax (“GST”) as applicable from time to time , which will be payable by the Purchaser in addition to the Sale Consideration, Cost of Construction and Other Cost Charges and Expenses, under this Agreement;

- (yy) **“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 Private Residences;
- (zz) **“Super Built Up Area”** of any Private Residence shall mean the aggregate of (i) the Carpet Area of such Private Residence, 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
- (aaa) **“TDR”** shall mean Transfer of Development Rights that the Vendor-cum-Developer has acquired or will acquire in order to add to the construction in 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, agrees to sell to the Purchaser and the Purchaser agrees to purchase the Schedule 'C' Undivided share and the Vendor-cum-Developer agrees to construct the Schedule 'C' Private Residence under the Scheme in terms of the Agreement.

3 SALE CONSIDERATION FOR THE SCHEDULE “C” 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 ‘C’ Undivided Share to enable the Purchaser to get constructed the Schedule ‘C’ Private Residence 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” PRIVATE RESIDENCE:

- 4.1 The Cost of Construction of the Schedule “C” Private Residence 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.
- 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 II. In the event of any acceleration in payment of any stages of construction due to the Vendor-cum-Developer having completed the stage of construction in advance, the Purchaser shall make such payment which is due on the completion of that stage of construction as per the Payment Plan. The Purchaser is fully aware and has agreed that the time of payment of the amounts in terms of Payment Plan and each instalments is the essence of the contract in view of the Scheme. The Purchaser has assured the Vendor-cum-Developer that the Balance of the Sale Consideration and the Balance of the Cost of Construction, the Other Costs, Charges and Expenses

and the Statutory Payments shall be paid by the Purchaser within 15 (fifteen) days of the Vendor-cum-Developer having raised a demand for payment of such instalment.

- 5.3 In case there is any change/modification in the Statutory Payments, the subsequent Statutory Payments shall be increased/reduced based on such change/modifications based on the Applicable Law.
- 5.4 The Vendor-cum-Developer has further informed the Purchaser and the Purchaser is fully aware that the default in payments of the instalments set out in the Payment Plan would affect the entire Project.
- 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. _____ /- (Rupees _____ Only) would be debited to the Purchaser's account.
- 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 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 Form 16B to the Vendor-cum-Developer on or before ____ of the subsequent month 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 ____ 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 60 days of termination of Agreement after forfeiting the Booking Amounts , the Interest liability under clause 6.2, any costs incurred towards the modification of the Private Residence, brokerage Chagares/referral charges. 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” PRIVATE RESIDENCE

- 7.1 The Vendor-cum-Developer shall construct the Schedule “C” Private Residence 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” Private Residence 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 may make such minor additions or alterations as may be required by the Purchaser (at a cost) or such minor changes or alterations as permitted under the provisions of the Act or directed by any Local Authority.

8 DATE OF DELIVERY OF THE SCHEDULE C PRIVATE RESIDENCE:

- 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 Project within the Completion Period. The Purchaser shall, within a period of 60 days of the Vendor-cum-Developer furnishing the Occupancy Certificate or under the case of a deemed Occupation Certificate under the Applicable Laws, come forward to pay all the amounts due and payable under the Payment Plan and take possession of the Schedule “C” Private Residence and complete the Sale Deed simultaneously with taking possession.
- 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 OF THE RESIDENTIAL DEVELOPMENT AND THE COMMON AREAS OF THE PROJECT, THE RESIDENTIAL DEVELOPMENT AND HM WORLD CITY:

- 9.1 The Purchaser agrees that the Vendor-cum-Developer shall have an unobstructed right without hindrance, to progress the construction of Project and the remaining phases of the Residential Development and all the Common Areas and the Common Amenities and Facilities of the Residential Development and HM WORLD CITY.
- 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 Project and constructing/completing the phases of the Residential Development, Common Amenities and Facilities of the Residential Development from time to time. The Purchaser has assured and agreed that Purchaser shall have no objection to the Vendor-cum-Developer completing the other phases in the Residential Development within the Completion Period even if the Purchaser has taken possession of the Schedule 'C' Private Residence in the Project which is completed and the Vendor-cum-Developer has secured Occupancy Certificate/deemed Occupation Certificate for the Project.
- 9.4 The Schedule 'C' 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 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 and HM WORLD CITY.

10 REPRESENTATIONS AND WARRANTIES

- 10.1 The Vendor-cum-Developer acknowledges that the Purchaser has entered into this Agreement and has agreed to purchase the Schedule "C" Undivided Share, and get constructed the Schedule 'C' Private Residence 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 "C" 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 "C" 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 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, Vendor-cum-Developer;
- 10.1.4 The Vendor-cum-Developer has the absolute and unconditional right to sell, transfer or otherwise alienate the Schedule "C" 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 "C" Undivided Share 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 "C" Undivided Share in the manner herein contemplated;
- 10.1.8 All approvals, licenses and permits issued by the Authorities with respect to the Project or HM WORLD CITY 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 Project to the Competent Authorities till Project is handed over to the Association ;
- 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 Vendor-cum-Developer in respect of the Schedule "A" Property and/or HM INDIGO 3.0 (Lavender-Phase II HM WORLD CITY) ;

- 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 has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;
 - 10.1.13 The Vendor-cum-Developer has obtained insurance related to the development and construction of Project and shall pay the insurance premiums until the Project is handed over to the Association;
 - 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 "C" Undivided Share, construction cost of the Schedule "C" Private Residence, the cost of the Common Amenities and Facilities in the Residential Development and the Common Areas of Project;
 - 10.1.15 That the Vendor-cum-Developer will not convey or cause to be conveyed to any purchaser of the Private Residence/s in 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 has entered into this Agreement and has agreed to purchase the Schedule 'C' 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 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 has fully disclosed to the Purchaser and the Purchaser has reviewed all of them and after having understood the implication thereof has entered into this Agreement and the Purchaser has agreed to all of the Disclosures and the Purchaser, expressly grants its consent and no objection to the Vendor-cum-Developer to undertake every action as per Disclosures.

11.1 That the Vendor Cum Developer had applied for the modification of Sanction Plan by an application vide an application bearing reference number ____ dated ____ .

11.2 That, the Vendor-cum-Developer has utilized an FAR of _____. The Vendor-cum-Developer will be utilising the remaining of the FAR of the Schedule "A" Property in other phases at the absolute discretion of the Vendor-cum-Developer.

11.3 That, the undivided share that would be conveyed to the Purchaser at the time of the execution of the Sale Deed would be based on the calculation of the utilisation of the TDR and the consumption of the FAR for the Project.

11.4 The Common Areas of the Project are to be maintained by all the Association of Owners in common irrespective of the location of such Common Area of the Project.

- 11.5 The Common Amenities and Facilities of the Residential Development are to be maintained by the Apex Association in common irrespective of the location of such Common Amenities and Facilities in the Residential Development.
- 11.6 That, the sale of the undivided share would only be for enabling the Purchaser to construct and own the Schedule 'C' Private Residence 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 Private Residence 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 Private Residences can be used in terms of the rules and regulations formulated by the Vendor-cum-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 Project and the Common Amenities and Facilities in the Residential Development;
- 11.8 That, the Vendor-cum-Developer will be forming a separate Association of Owners for the management and maintenance of Common Area the Project and an Apex Association or the management and maintenance of the entire Residential Development and the Common Amenities and Facilities in the Residential Development, under the provisions of the Karnataka Apartment Ownership Act, 1976 pertaining to Project as per the Deed of Declaration dated ____ .
- 11.9 ***That, an extent of _____ square meters has been handed over to Bangalore Development Authority under a Deed of Relinquishment dated XX.XX.2017 for an area consisting of _____ square meters for the development of parks and _____ square meters for road widening;***
- 11.10 ***That, an extent of _____ square meters has been handed over to _____ for providing a civic amenities Site.***
- 11.11 That, the Vendor-cum-Developer has availed financial facility from ____ Bank and in view thereof, the Vendor-cum-Developer has 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.
- 11.12 The Vendor-cum-Developer has informed the Purchaser and the Purchaser is fully aware and has agreed that the Private Residences 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.

11.13 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 Private Residence owners. The Purchaser confirms that before execution of this Agreement, the Purchaser has been provided with details of the Limited Common Area of Project and is fully aware of the exclusive right of user of such Limited Common Areas in the said Project. The Purchaser has also been informed that the Deed of Declaration dated ____ gas been provided 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 ____ (____) months of the receipt of the Occupancy Certificate or deemed Occupancy Certificate under the Applicable Laws.

12.2 Consequent upon the Vendor-cum-Developer informing that the Schedule 'C' Private Residence is ready for handover after receiving the Occupancy Certificate/deemed Occupancy Certificate as per the Applicable Law, the Purchaser shall, within 3 (three) months 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(f) below.

12.5 The Purchaser shall also bear the legal costs associated with the preparation, finalization, 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" Private Residence, constructed by the Vendor-cum-Developer, and shall have no right to construct or to require the Schedule "C" Private Residence 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 "C" Undivided Share, not to object to the construction of other structures on HM WORLD CITY 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 Project. This covenant shall run along with the land comprised in the Schedule "B" hereto.
- 13.4 That the Purchaser has inspected the documents of title, relating to the Schedule 'A' Property belonging to the Vendor-cum-Developer. The Purchaser has studied the legal opinion furnished, the Sanctioned Plan, specifications of Project and the Scheme of development and the right of the Vendor-cum-Developer to develop the Project and the Disclosures. The Purchaser, after taking legal advice and after being satisfied with the title and having understood the plan sanctions, specifications of the Project and the Scheme of development of the Project, the rights of the Vendor-cum-Developer and the Disclosures made by the Vendor-cum-Developer has entered into this Agreement.
- 13.5 That the Purchaser has entered into this Agreement with the full knowledge of all laws, rules, regulations, notifications applicable to Project in general and this Project in particular. That the Purchaser hereby undertakes that he/she shall comply with and carry out from time to time after he/she has taken over for occupation and use the Schedule "C" Private Residence, all the requirements, requisitions, demands and repairs which are required by any Authority in respect of the Schedule "C" Private Residence at his/her own cost.
- 13.6 That the consideration agreed herein is based on the mutual negotiations between the Purchaser and the Vendor-cum-Developer, and the Purchaser shall have no right to renegotiate on the consideration in comparison with the other purchasers of the Private Residences in the Project for any reason whatsoever.

- 13.7 That the Purchaser is also aware and agrees that some of the Common Amenities and Facilities in the Residential Development shall be completed from time to time and all of which shall be completed within the completion of all the Blocks in the Residential Development. The completion of the Common Amenities and Facilities on the completion of all the Blocks in the Residential Development 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 Private Residences 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 Project in terms of Clause 19 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 of the Residential Development 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 Residential Development;
- 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' Private Residence and the Common Areas of the Project and the Common Amenities and Facilities of Residential Development on the Schedule 'C' Private Residence 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 Residential Development on the Schedule "A" Property including the development and construction of the Project in which the Schedule 'C' Private Residence is located.
- 13.15 That though the Purchaser's rights under this Agreement are confined to the Schedule "C" Private Residence, the Purchaser shall not have any right in any other part of the Project and the Schedule "A" Property.
- 13.16 The Purchaser agrees not to alter or subscribe to the alteration of the name of the Project, "LAVENDER", it being acknowledged that neither the Purchaser nor other owners of residences within the Project have any right to seek such change. The Vendor-cum-Developer will be entitled to make the change in the name.
- 13.17 On inspection during the progress of works of the Schedule "C" Private Residence, the Purchaser, if required, may discuss matters relating to the construction only with the designated Person/s of the Vendor-cum-Developer and not with any other representatives of consultants, contractors or agencies working on the Schedule "A" Property. The Purchaser shall not instruct the site staff to stop/modify/continue any works for any reasons whatsoever.
- 13.18 All interior related works by the Purchaser can be taken up only after handing over possession of the Schedule "C" Private Residence 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 such as painting, flooring, electrical works or to the structure already handed over to the Purchaser. The Vendor-cum-Developer is not answerable to any thefts during the course of the interior works.
- 13.19 The Parties agree that any default by the Purchaser in complying with the payment obligations stipulated in this Agreement would constitute sufficient reason/cause for the Vendor-cum-Developer to terminate this Agreement and in which case the consequences of termination under Clause 6 would follow immediately.
- 13.20 The Purchaser covenants that the Purchaser shall comply with all the rules and regulations pertaining to Common Areas of the Project, Common Amenities and Facilities of the Residential Development nor place any heavy material in the

Common Areas being passages or staircase of the Project in which the Schedule "C" Private Residence is located].

- 13.21 The Purchaser shall be solely responsible to keep the Schedule "C" Private Residence 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 Project, and to carry out any internal works or repairs as may be required by the Association;
- 13.22 The Purchaser agrees that all the above covenants and assurances of the Purchaser as set out above shall continue upto the date of execution of the Sale Deed and shall be repeated under the Sale Deed.
- 13.23 The Purchaser shall bear his share of all applicable taxes, cess, charges miscellaneous deposits, charges, statutory levies, etc. payable to the Government Authorities, which costs may be incurred by the Vendor-cum-Developer on a Project wide basis or a per unit basis. Where taxes cess, charges etc. are payable on a Project wide basis, these shall be prorated based on the measurement of the Schedule "C" Private Residence and shall be payable by the Purchaser within a period of 15 (Fifteen) days of a demand being made by the Vendor-cum-Developer in this behalf.
- 13.24 The Purchaser hereby covenants and confirms that it shall be the sole responsibility of the Purchaser to review and visit the website as and when notified by the Local Authority, to get regular updates on the development/construction approvals of the Project.
- 13.25 The Purchaser agrees and covenants that the Vendor-cum-Developer shall not be held liable for any representations/commitments/details/information provided by the real estate agent/broker/channel partner, of whatsoever nature, not stated in this Agreement or as provide by the Vendor-cum-Developer.
- 13.26 The Purchaser agrees that the Vendor-cum-Developer shall not be responsible, accountable or liable in any manner whatsoever to any person including the Purchaser, the Association/Apex Association for any act, deed, matter or thing committed or omitted to be done by the maintenance service provider in due course of such maintenance, management, control and regulation of the Project.

14 NATURE OF RIGHT OF USAGE

- 14.1 It is agreed that the Private Residence 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 of the Project and the Common Amenities and Facilities of the Residential Development shall be for non-exclusive use and will be based on the rules and regulations of the Association/ Apex Association and as provided herein.
- 14.4 The Purchaser shall not be permitted to use the services areas and the basements which are part of the Common Areas of the Project in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association formed by the Purchases for rendering maintenance services.

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

- 15.1 In the event of damage or destruction of 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 Private Residences. 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 Residence Owners of 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 two year from the booking date or date of payment of 80% 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 purchaser. The new purchaser shall undertake to be bound by the terms of this Agreement including payment of the transfer fees of Rs. ____/- (Rupees _____ 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 PRIVATE CLUB HOUSE AND MEMBERSHIP OF PRIVATE CLUB HOUSE

- 17.1 The Purchaser is aware that the Vendor cum Developer will be constructing a Private Club House on the Said Property located in “___”. The Private Club House will be managed by the Vendor cum Developer or any operator appointed by the Vendor cum Developer. The Private Club House will be a private club and belongs to the Vendor cum Developer or any one claiming through them. The Purchaser will be offered membership in the Private Club House and on payment of the membership fees the Purchaser, shall be entitled to take membership of Private Club House. The Purchaser may continue to be the member of the Private Club so long the Purchaser pays the charges as prescribed by the Vendor cum Developer. The Purchaser shall on becoming a member of the Private Club House be bound by the rules and regulation of the Private Club House. The Purchaser will be required to pay the annual charges and other usage charges for the facilities provided in the Private Club House as prescribed by the operator of the Private Club House. The Purchaser is fully aware that the Private Club House is a private club and is not forming part of the Common Amenities and Facilities in the Residential Development and as such the Purchaser or anyone claiming through the Purchaser will not be entitled to claim any kind of right or ownership in such Private Club House. The Vendor cum Developer will be entitled to offer membership of the Project Club House to any third party Persons who is not the owner of any Private Residences in the Project.

17.2 Apart from the rules and regulations that would be formulated by the Vendor-cum-Developer and or the operator of the Private Club House, the fundamental use of the Private Club House 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" Private Residence would be entitled to use the said Private Club House on payment of the club membership fees.

17.2.2 In the event the Schedule "C" Private Residence 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 Private Club House on payment of the Club membership fees.

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

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

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

18 TAXES AND FEES

18.1 The Purchaser shall pay the Statutory Payments, Khata transfer fees or any other charges that are necessary for securing separate assessment for the Schedule "C" Private Residence. 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" Private Residence.

18.2 If any Statutory Payments becoming payable in respect of the Schedule "B" Property, or Project by the Vendor-cum-Developer for the period after grant of occupation certificate/deemed of occupancy 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" Private Residence, a proportionate amount of such Statutory Payments or the increase thereof shall be borne by the Purchaser and paid by the Purchaser within 15 (Fifteen) days of a demand for the same being made by the Vendor-cum-Developer. The Purchaser shall also reimburse to the Vendor-cum-Developer

any amounts paid by it on this account. However, all such payments required to be made by the Purchaser shall be similar to the charges payable by all the other Residence Owners.

- 18.3 The Purchaser shall be liable to pay such maintenance charges from the date the Schedule "C" Private Residence 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 with regard to Project and the Apex Association with regard to HM World City has been formed. On and from the Sale Date, the Purchaser and the use by the Purchaser of the Schedule "C" Private Residence, and the Project shall be governed *inter alia* by the rules and regulations prescribed by the Vendor-cum-Developer, **LAVENDER BLOCK DEED OF DECLARATION** dated ____ and Apex Association shall be governed by **HM WORLD CITY APEX DEED OF DECLARATION** dated _____ that is executed by the Vendor-cum-Developer, . 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" Private Residence, in any manner whatsoever, shall be subject to such rules and regulations. The mere acquisition, rental, or taking on license the Schedule "C" Private Residence or the mere act of occupancy of the Schedule "C" Private Residence, 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 PRIVATE RESIDENCE:

- 20.1 The Purchaser shall, from the date the Schedule "C" Private Residence 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 Project as determined by the Vendor-cum-Developer and no circumstances be liable for the same.
- 20.2 The Purchaser shall also observe and abide by all the Bye-laws, Rules and Regulations prescribed by the Municipality or State/Central Government Authority, in regard to ownership or enjoyment of Schedule "C" Private Residence apart from the rules and regulations of the Association.

- 20.3 The Purchaser shall permit the Association and/or maintenance agency to enter into the Schedule "C" Private Residence or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.
- 20.4 The Vendor-cum-Developer or the agency appointed by the Vendor-cum-Developer will be the exclusive maintenance service provider for the maintenance to be provided to the Common Areas of the Project, until the Association of Owners takes over the maintenance of Project. The charges for such services and maintenance shall be paid by the Purchaser and other owners of the Private Residences. The Purchaser and other owners of the Private Residences in 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/ deemed occupation certificate under Applicable Laws.
- 20.5 The Vendor-cum-Developer will maintain the Common Areas of the Project until the Association takes over the maintenance of the Project.

21 PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

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

22 DEFECT LIABILITY PERIOD:

In the event of any Structural defects, being informed by the Purchaser in writing within the period of five years from the date of the Occupancy Certificate/deemed 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. Provided always that, if any defect or damage is found to have been caused

due to the negligence of the Purchaser or any other purchaser/s or his/her/their agents or structural defects caused or attributable to the Purchaser including by carrying out structural or architectural changes including electrical and plumbing from the original design attributes, demolition, dismantling, making openings, removing or re-sizing the original structural framework, putting excess or heavy load or using the Schedule "C" Private Residence other than for its intended purpose or such other reasons attributable to the Purchaser, then the Vendor-cum-Developer shall not be liable for the same.

23 TERMINATION BY PURCHASER:

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

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

23.1.2 terminate this Agreement and on such termination the Vendor-cum-Developer shall refund within 60 days, all the amounts received till the date of the termination with Interest thereon 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.

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

23.3 If the Purchaser desires to terminate this Agreement for no cause, the Purchaser shall notify the Vendor-cum-Developer of its intent to terminate in writing with acknowledgement and this Agreement shall stand terminated without any requirement of any further documentation. The letter of termination shall serve as the termination document for this clause and the Purchaser shall hand over the originals of this Agreement to process the payment under this clause. On such notification by the Purchaser, the Vendor-cum-Developer shall be entitled to forfeit the Booking Amount paid for the Schedule "C" Property and any Interest due along with costs incurred towards alteration, brokerage /referral fees 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 _____ days of sale of the Schedule "C" Property to any third Person.

24 NOTICES

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

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

Address :
Attention :
Telephone :
Facsimile :
Email :

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

Address :
Attention :
Telephone :
Facsimile :
Email :

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

25 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) **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.

(f) **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.

(g) **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.

(h) **Governing law and Jurisdiction**

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

26 PERMANENT ACCOUNT NUMBER AND AADHAR CARD NUMBER.

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

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

(c) **Purchaser** :

SCHEDULE “A”

(Description of the entire property)

All that undivided 13 Acres 33 Guntas of land from and out of the Survey No.4/1(p), 5, 6, 7, 8 and 9(p) of Raghavanapalya Village and all that converted land being portion of Survey No.170, 169/4 Kothnur Village, all situated in Uttarahalli Hobli, Bangalore South Taluk (the Township Land) having the residential blocks within the boundaries set out below:-

ON THE EAST:	Civic Amenity Site, Park, Private Property and thereafter Road;
WEST:	BDA Layout, Civic Amenity Site and thereafter Road of Anjanapura;
NORTH:	Land of the Vendor (part of the Township), Park and thereafter J. P. Nagar, 8 th Phase;
SOUTH:	BDA Layout, Civic Amenity Site and Private Property;

(the lands are situated in a circular format with a proposed CDP road in between). The said land is presently bearing BBMP Khatha No.4530/4/1,5,6,7,8,9,169/4,170.

SCHEDULE “B”

_____ land area out of the Schedule “A” Property, based on which the Vendor-cum-Developer have achieved the FAR for the Construction of Project.

SCHEDULE “C”

An undivided interest corresponding to the Schedule “C” Private Residence taking into consideration the FAR achieved on the Schedule “B” land and TDR consumed , and

FAR and or TDR that may be permitted under the Act and finally recorded in the Deed of Declaration and the Sale Deed

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

The unit bearing No. ___ on the ___ Floor of the Project (**shown as ___ Block/ wing in the Building Sanction Plan**) having a Carpet area of ___ Sq. ft. along with ___ car parking space/s in the basement with proportionate share in the Common Area and Common Area of Project with the non-exclusive right to use the Common Amenities and Facilities of the Residential Development.

The Schedule 'C' Private Residence 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' Private Residence, 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' Private Residence from the other parts of the Project;
- 4) The right to free and uninterrupted passage of water, gas, electricity, sewerage etc., from and to the Schedule 'C' Private Residence 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 Project at all reasonable times after notice to enter into and upon other parts of the Project for the purpose of repairs or maintenance of the Schedule 'C' Private Residence 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:

ANNEX ____

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

ANNEX ____

STAGES OF CONSTRUCTION OF PROJECT

ANNEX ____

COMMON AREAS IN PROJECT

ANNEX ____

COMMON AMENITIES AND FACILITIES OF RESIDENTIAL DEVELOPMENT

ANNEX ____

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" Private Residence 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.

ANNEX ____
PAYMENT PLAN FOR SALE CONSIDERATION

ANNEX ____
PAYMENT PLAN FOR CONSTRUCTION COST

ANNEX ____
OTHER COSTS CHARGES AND EXPENSES

ANNEX ____
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

