

AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") executed on this ____ day of _____ Two Thousand Seventeen (____/____/2017)

BY AND BETWEEN

Mrs. M. NAGALAXMI

Aged about 46 years,
W/o Mr.M. Muniraju and D/o Mr.N.Motappa,
Residing at No.40, 1st Main Road,
Hebbal, Bangalore North Taluk, BANGALORE

Represented by her GPA Holder

M/s. ARATT CITYSCAPES PROJECT LLP.,

A Limited liability Partnership, registered
pursuant to Section 12 (1) of the LLP Act, 2008,
Having its office at No.106/A, 4th 'C' Cross,
5th Block, Koramangala Industrial Layout,
Behind Raheja Arcade, Koramangala,
Bangalore – 560 095,
Represented by its Managing Partner,
Mr. Tony Vincent

Hereinafter referred to as the **VENDOR** (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).

M/s. ARATT CITYSCAPES PROJECT LLP.,

A Limited liability Partnership, registered
pursuant to Section 12 (1) of the LLP Act, 2008,
Having its office at No.106/A, 4th 'C' Cross,
5th Block, Koramangala Industrial Layout,
Behind Raheja Arcade, Koramangala,
Bangalore – 560 095,
Represented by its Managing Partner,
Mr. Tony Vincent

Hereinafter referred to as the **CONFIRMING PARTY / BUILDERS / DEVELOPERS** (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).

The **VENDOR / CONFIRMING PARTY / BUILDERS / DEVELOPERS** are represented by their authorized signatory **Mrs.Ketty Sudhy**.

AND

Mr. / Mrs. _____,
Aged about ____ years,
S/o / D/o / W/o Mr. _____,
Residing at _____,
_____,
_____,
PAN: _____

Hereinafter referred to as the **PURCHASER/S** (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).

The **VENDOR, CONFIRMING PARTY / BUILDER / DEVELOPER** and **PURCHASER/S** shall collectively be referred to as the **“PARTIES”** and individually as a **“PARTY”**.

A. WHEREAS, the VENDOR is the absolute owner of the converted property bearing Survey No.62/2, measuring an extent of 01 Acre 13 Guntas, situated at Huskur Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore which is duly converted vide Official Memorandum No.ALN(EBK)SR/60/2015-16 Dated 12/01/2016 of Deputy Commissioner, Bangalore District and having acquired the same by way of registered Partition deed dated 04/11/2004 registered as Document No.RJN-1-05210-2004–05 of Book I stored in CD No.RJND57 in the office of the Sub -Registrar, Rajajinagar, Bangalore and subsequently Deed of Rectification dated 03/06/2016 registered as document No.KRI-1-01582-2016–17 of Book I stored in CD No.KRID578 in the office of the Senior Sub -Registrar, K.R.Pura, Bangalore, which is more fully described in the Schedule hereunder and hereinafter referred to as the **Schedule ‘A’ Property**.

WHEREAS, the VENDOR desirous of developing the Schedule ‘A’ Property under Joint Venture Scheme and accordingly entered into a Joint Development Agreement dated 03/06/2016 with the BUILDER / DEVELOPER i.e. M/s Aratt Cityscapes Project LLP, which is registered as document No.KRI-1-01589-2016–17 of Book I stored in CD No.KRID578 in the office of the Senior Sub -Registrar, K.R.Pura, Bangalore and GPA dated 03/06/2016 registered as document No.KRI-4-00074-2016–17 of Book I stored in CD No.KRID578 in the office of the Senior Sub -Registrar, K.R.Pura, Bangalore.

WHEREAS, the BUILDERS / DEVELOPERS, M/s. ARATT CITYSCAPES PROJECT LLP carrying on the business of construction of Villas, Row Houses and Multistoried Residential Apartment building, providing infrastructure facilities etc., has formulated a scheme for the development of the residential Villas / Row Houses on the Schedule 'A' Property where under each of the intending PURCHASER/S of a flat would be automatically entitled to own and possess a residential Villa / Row House together with proportionate undivided share, right, title and interest in the land comprised in the Schedule 'A' Property along with common amenities and other rights and privileges.

- B. WHEREAS**, the Schedule 'A' Property is earmarked for the purpose of development of composite residential Villas / Row Houses and the said project shall be known as **"ARATT CITYSCAPES – ARCADIA" ("Project")**.
- C. WHEREAS**, the VENDOR and DEVELOPER are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the VENDOR and DEVELOPER regarding the Schedule 'A' Property on which Project is to be constructed have been completed.
- D. WHEREAS**, the VENDOR and DEVELOPER have obtained the Sanction Plan to construct a residential Villas / Row Houses in the Schedule 'A' Property vide No.**HPA/CC/41/2016-17**, dated **19/12/2016**, issued by the Hosakote Planning Authority, Hosakote. The VENDOR and DEVELOPER agree and undertake that they shall not make any changes to the plans except in strict compliance with Section 14 of the Act and other laws as applicable.
- E. WHEREAS**, the PURCHASER/S being satisfied with the marketable title of the VENDOR had applied for an Villa / Row House in the project and has been selected **Villa / Row House No.____ Block – '____'** of the **"ARATT CITYSCAPES – ARCADIA"** having **Carpet area of ____ Sq.Ft**, Garden Area along with covered Parking (**"Building"**) together with proportionate undivided share, right, title and interest in the lands comprised in the Schedule "A" Property (hereinafter referred to as the **"Villa / Row House"** more particularly described in the **"Schedule B"** and the floor plan of the Villa / Row House is annexed hereto and marked as **"ANNEXURE-1"**).
- F. WHEREAS**, the parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- G. WHEREAS**, the parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the project.
- H. WHEREAS**, the parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- I.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the VENDOR and DEVELOPER

hereby agrees to sell and the PURCHASER/S hereby agrees to purchase the Villa / Row House with covered parking as specified in **Para E**.

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

1. TERMS:

- 1.1. Subject to the terms and conditions as detailed in this Agreement, the VENDOR and DEVELOPER agrees to sell to the PURCHASER/S, the Villa / Row House as specified in **Para E**;
- 1.2. The total price for the Villa / Row House based on the carpet area is **Rs. _____/- (Rupees _____ Only) ("Total Price")** hereinafter referred to as the "**PAYMENT SCHEDULE**" more particularly described in the "**Schedule C**". The total price includes pro rata share in the Common Areas and the construction cost of the "**Schedule B**" Property together with basic amenities like, water, roads, electricity, parks, sewage treatment plant etc and all common facilities, which is more fully described in the specifications hereunder and taxes (consisting of tax paid or payable by the VENDOR / DEVELOPER by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the VENDOR / DEVELOPER) upto date of handing over the possession of the Villa / Row House. Provided that in case there is any change / modifications in the taxes, the subsequent amount payable by the PURCHASER/S to the VENDOR / DEVELOPER shall be increased/reduced based on such change/modifications and the "**Total Price**" break up and description of the Villas / Row House is annexed hereto and marked as "**ANNEXURE-2**";
- 1.3. The total price is escalation-free, save and except increases which the PURCHASER/S hereby agrees to pay, due to increase on account of development charges payable to the competent authority and / or any other increase in charges which may be levied or imposed by the competent authority from time to time. The VENDOR / DEVELOPER undertakes and agrees that while raising a demand on the PURCHASER/S for increase in development charges, cost/charges imposed by the competent authorities, the VENDOR/DEVELOPER shall enclose the said notification / order / rule / regulations to that effect along with the demand letter being issued to the PURCHASER/S, which shall only be applicable on subsequent payments.
- 1.4. The PURCHASER/S shall make the payment as per the **PAYMENT SCHEDULE** set out in **SCHEDULE-C**. The VENDOR / DEVELOPER shall periodically intimate to the PURCHASER/S, and PURCHASER/S shall make the payment within 30 (Thirty) days from the date of such written intimation.
- 1.5. It is agreed that the VENDOR / DEVELOPER shall not make any additions and alterations in the sanctioned plan, and specifications and the nature of fixtures, fittings and amenities described therein in respect of the Villa / Row House, as the case may be, without the previous written consent of the PURCHASER/S. Provided that the VENDOR / DEVELOPER may make such minor additions or

alterations as may be required by the PURCHASER/S, or such minor changes or alterations as per the provisions of the Act.

- 1.6. The VENDOR / DEVELOPER shall confirm the final **carpet area** of the Villa / Row House of the PURCHASER/S after the construction of the building is complete and the **completion certificate** is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the VENDOR / DEVELOPER. If there is any reduction in the carpet area within the defined limit then VENDOR / DEVELOPER shall refund the excess money paid by PURCHASER/S within 45 (Forty Five) days with annual interest at the rate specified in the Rules (i.e. State Bank of India Prime lending rate plus 2%), from the date when such an excess amount was paid by the PURCHASER/S. If there is any increase in the carpet area, the VENDOR / DEVELOPER shall demand that from the PURCHASER/S as per the next milestone of the Payment Schedule. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.
- 1.7. Subject to Clause 9.3 the VENDOR / DEVELOPER agrees and acknowledges, the PURCHASER/S shall have the right to the Villa / Row House as mentioned below:
 - (i) The PURCHASER/S shall have exclusive ownership of the Villa / Row House;
 - (ii) The PURCHASER/S shall also have undivided proportionate share in the Common Areas. Since the share / interest of PURCHASER/S in the Common Areas is undivided and cannot be divided or separated, the PURCHASER/S shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the PURCHASER/S to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the Common Areas to the association of PURCHASER/S/OWNERS OF VILLA / ROW HOUSE as provided in the Act;
 - (iii) That the computation of the price of the Villa / Row House includes recovery of price of land, construction of (not only the Villa / Row House but also) the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common area etc. and includes cost for providing all other facilities as provided within the project.
- 1.8. It is made clear by the VENDOR / DEVELOPER and the PURCHASER/S agrees that the Villa / Row House along with covered parking shall be treated as a single indivisible unit for all purposes, it is agreed that the Project is an independent, self-contained Project covering in the Schedule 'A' Property and is not a part of any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the PURCHASER/S. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the PURCHASER/S of the Project.

- 1.9. The VENDOR / DEVELOPER agrees to pay all outgoings before transferring the physical possession of the Villa / Row House to the PURCHASER/S, which it has collected from the PURCHASER/S, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the VENDOR / DEVELOPER fails to pay all or any of the outgoings collected by it from the PURCHASER/S or any liability, mortgage loan and interest thereon before transferring the Villa / Row House to the PURCHASER/S, the VENDOR / DEVELOPER agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken there for by such authority or person.
- 1.10. The PURCHASER/S has paid a sum of **Rs. _____/- (Rupees _____ Only)** i.e. **Rs. _____/- (Rupees _____ Only)** vide Cheque bearing No. _____ dated _____ drawn on _____ Bank, as booking amount being part payment towards the total price of the Villa / Row House at the time of application the receipt of which the VENDOR / DEVELOPER hereby acknowledges and the PURCHASER/S hereby agrees to pay the remaining price of the Villa / Row House as prescribed in the SCHEDULE – C of Payment Schedule as may be demanded by the VENDOR / DEVELOPER within the time and in the manner specified therein. Provided that if the PURCHASER/S delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules (i.e State Bank of India Prime lending rate plus 2%).

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the VENDOR / DEVELOPER abiding by the construction milestones, the PURCHASER/S shall make all payments, on demand by the VENDOR / DEVELOPER, within the stipulated time as mentioned in the SCHEDULE – C payment schedule through A/c Payee Cheque / demand draft or online payment in favour of **M/s. ARATT CITYSCAPES PROJECT LLP., HDFC LTD., Escrow A/c No.57500000029496, IFSC: HDFC0000523** Payable at **Richmond Road Branch, Bangalore.**

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The PURCHASER/S, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc., and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or

amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The PURCHASER/S understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 3.2 The VENDOR / DEVELOPER accept no responsibility in this regard. The PURCHASER/S shall keep the VENDOR / DEVELOPER fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the PURCHASER/S subsequent to the signing of this Agreement, it shall be the sole responsibility of the PURCHASER/S to intimate the same in writing to the VENDOR / DEVELOPER immediately and comply with necessary formalities if any under the applicable laws. The VENDOR / DEVELOPER shall not be responsible towards any third party making payment/remittances on behalf of any PURCHASER/S and such third party shall not have any right in the application/allotment of the said Villa / Row House applied for herein in any way and the VENDOR / DEVELOPER shall be issuing the payment receipts in favour of the PURCHASER/S only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The PURCHASER/S authorizes the VENDOR / DEVELOPER to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the VENDOR / DEVELOPER may in its sole discretion deem fit and the PURCHASER/S undertakes not to object/demand/direct the VENDOR / DEVELOPER to adjust his payments in any manner.

5. TIME IS ESSENCE:

Time is of essence for the VENDOR / DEVELOPER as well as the PURCHASER/S. The VENDOR / DEVELOPER shall abide by the time schedule for completing the project and handing over the Villa / Row House to the PURCHASER/S and the common areas to the association of the PURCHASER/S/VILLA / ROW HOUSE OWNERS after receiving the **completion certificate or possession certificate**, as the case may be. Similarly, the PURCHASER/S shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the VENDOR / DEVELOPER as provided in SCHEDULE – C of payment schedule.

6. CONSTRUCTION OF THE PROJECT OR VILLA / ROW HOUSE:

The PURCHASER/S has seen the specifications of the Villa / Row House and accepted the payment schedule, floor plans (annexed along with this Agreement) which have been approved by the competent authority, as represented by the VENDOR / DEVELOPER. The VENDOR / DEVELOPER shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the VENDOR / DEVELOPER undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, **FAR and density norms** and provisions prescribed by the BMRDA and shall not have any option to make any variations / alterations / modification in such plans, other than in the manner provided under the Act, and

breach of this term by the VENDOR / DEVELOPER shall constitute a material breach of the Agreement.

7. POSSESSION OF THE VILLA / ROW HOUSE:

7.1 Schedule for possession of the Villa / Row House: The VENDOR / DEVELOPER agree and understand that timely delivery of possession of the Villa / Row House is the essence of the Agreement. The VENDOR / DEVELOPER, based on the approved plan and specifications, assures, to hand over possession of the Villa / Row House on or before 36 months with grace period of 6 months from the date of last of the approval / permissions obtained for the development of the project by the concerned local authority/ties unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate Project ("**Force majeure**"). If, however, the completion of the Project is delayed due to the Force majeure conditions then the PURCHASER/S agrees that the VENDOR / DEVELOPER shall be entitled to the extension of the time for delivery of possession of the Villa / Row House, provided that such Force Majeure conditions are not a nature which make it impossible for contract to be implemented. The PURCHASER/S agrees and confirms that, in the event it becomes impossible for the VENDOR / DEVELOPER to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the VENDOR / DEVELOPER shall refund to the PURCHASER/S the entire amount received by the VENDOR / DEVELOPER from the booking within 45 days from the date. After refund of the money paid by the PURCHASER/S, PURCHASER/S agrees that he/she shall not have any rights, claims etc., against the VENDOR / DEVELOPER and that the PURCHASER/S shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession: The VENDOR / DEVELOPER, upon obtaining the completion certificate from the competent authority shall offer in writing the possession of the Villa / Row House, to the PURCHASER/S in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the VENDOR / DEVELOPER shall give possession of the Villa / Row House to the PURCHASER/S. The VENDOR / DEVELOPER agrees and undertakes to indemnify the PURCHASER/S in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the VENDOR / DEVELOPER. The PURCHASER/S agree(s) to pay the maintenance charges as determined by the VENDOR / DEVELOPER/ASSOCIATION of PURCHASER/S/VILLA / ROW HOUSE OWNERS, as the case may be. The VENDOR / DEVELOPER on its behalf shall offer the possession to the PURCHASER/S in writing within 30 days of receiving the completion certificate of the Project.

7.3 Failure of PURCHASER/S to take Possession of Villa / Row House: Upon receiving a written intimation from the Promoter as per clause 7.2, the PURCHASER/S shall take possession of the Villa / Row House from the VENDOR / DEVELOPER by executing necessary indemnities, undertakings and such other documentation as prescribed in the Agreement, and the Promoter shall give possession of the VILLA / ROW HOUSE to the PURCHASER/S. In case the PURCHASER/S fails to take possession within

the time provided in clause 7.2 such PURCHASER/S shall continue to be liable to pay maintenance charges as applicable.

7.4 Possession by the PURCHASER/S: After obtaining the **completion certificate** and handing over physical possession of the Villa / Row House to the PURCHASER/S, it shall be the responsibility of the VENDOR / DEVELOPER to hand over the necessary documents and plans, including common areas, to the association of the PURCHASER/S or the competent authority, as the case may be.

7.5 Cancellation by PURCHASER/S: The PURCHASER/S shall have the right to cancel/withdraw his booking if the VENDOR / DEVELOPER fails to comply or is unable to give possession of the Villa / Row House in accordance with the terms of this Agreement or due to discontinuance of his/its business as a developer on account of suspension or revocation of his/its registration under the Act or the rules or regulations made thereunder. Provided that where the PURCHASER/S proposes to cancel/withdraw from the project without any fault of the VENDOR / DEVELOPER, the VENDOR / DEVELOPER herein is entitled to forfeit the booking amount paid for the Villa / Row House. The balance amount of money paid by the PURCHASER/S shall be returned by the VENDOR / DEVELOPER to the PURCHASER/S within 45 days of such cancellation.

7.6 Compensation: The VENDOR / DEVELOPER shall compensate the PURCHASER/S in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

7.7 The PURCHASER/S hereby agrees that in the event of the PURCHASER/S desiring to assign his/her rights under this agreement to any third party before taking over possession, the PURCHASER/S shall obtain the prior permission of the VENDOR / DEVELOPER in writing and the PURCHASER/S further agrees to pay to the VENDOR / DEVELOPER a fees that may be fixed by the VENDOR / DEVELOPER from time to time however not exceeding Rs.150/- per sq. ft of super built up area.

8. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER:

The DEVELOPER hereby represents and warrants to the PURCHASER/S as follows:

- (i) The VENDOR has absolute, clear and marketable title with respect to the Schedule 'A' Property; the requisite rights to carry out development upon the Schedule 'A' Property and absolute, actual, physical and legal possession of the Schedule 'A' Property for the Project;
- (ii) The VENDOR / DEVELOPER has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the Schedule 'A' Property or the Project except the Project loan availed from the HDFC Ltd.

- (iv) There are no litigations pending before any Court of law with respect to the Schedule 'A' Property or the Villa / Row House;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Schedule 'A' Property and Villa / Row House are valid and subsisting and have been obtained by following due process of law. Further, the VENDOR / DEVELOPER has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Schedule 'A' Property and Villa / Row House;
- (vi) The VENDOR / 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/S created herein, may prejudicially be affected.
- (vii) The VENDOR / DEVELOPER has not entered into any agreement for sale and / or development agreement or any other agreement / arrangement with any person or party with respect to the Schedule 'A' Property, including the Project and the Villa / Row House which will, in any manner, affect the rights of PURCHASER/S under this Agreement.
- (viii) The VENDOR / DEVELOPER confirms that the VENDOR / DEVELOPER is not restricted in any manner whatsoever from selling the Villa / Row House to the PURCHASER/S in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the VENDOR / DEVELOPER shall handover lawful, vacant, peaceful, physical possession of the Villa / Row House to the PURCHASER/S;
- (x) The Schedule 'A' Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule 'A' Property;
- (xi) The VENDOR / DEVELOPER has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Schedule 'A' Property to the Competent Authorities till hand over possession of the Villa / Row House.
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notifications (including any notice for acquisition or requisition of the Schedule 'A' Property) has been received by or served upon the VENDOR / DEVELOPER in respect of the Schedule 'A' Property and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

- 9.1 Subject to the Force Majeure clause, the VENDOR / DEVELOPER shall be considered under a condition of default, in the following events;
 - (i) VENDOR / DEVELOPER fails to provide ready to move in possession of the Villa / Row House to the PURCHASER/S within the time period specified. For

the purpose of this clause, 'ready to move in possession' shall mean that the Villa / Row House shall be in a habitable condition which is complete in all respects;

- (ii) Discontinuance of the VENDOR / DEVELOPER'S business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of default by the VENDOR / DEVELOPER under the conditions listed above, PURCHASER/S is entitled to the following;

- (i) Stop making further payments to VENDOR / DEVELOPER as demanded by the VENDOR / DEVELOPER. If the PURCHASER/S stops making payments, the VENDOR / DEVELOPER shall correct the situation by completing the construction milestone and only thereafter the PURCHASER/S be required to make the next payment without any penal interest; or
- (ii) The PURCHASER/S shall have the option of terminating the Agreement in which case the VENDOR / DEVELOPER shall be liable to refund the entire money paid by the PURCHASER/S under any head whatsoever towards the purchase of the Villa / Row House, along with annual interest at the rate specified in the Rules (i.e. State Bank of India Prime lending rate plus 2%) within 45 days of receiving the termination notice; If PURCHASER/S does not intend to withdraw from the project or terminate the Agreement, he/she shall be paid, by the VENDOR / DEVELOPER, interest at the rate specified in the Rules (i.e. State Bank of India Prime lending rate plus 2%), for every month delay till the handing over of the possession of the Villa / Row House.

9.3 The PURCHASER/S shall be considered under a condition of default, on the occurrence of the following events:

- (i) In case the PURCHASER/S fails to make payments for consecutive demands made by the VENDOR / DEVELOPER as per the SCHEDULE – C, despite having been issued notice in that regard the PURCHASER/S shall be liable to pay interest to the VENDOR / DEVELOPER on the unpaid amount at the rate specified in the Rules (i.e. State Bank of India Prime lending rate plus 2%).
- (ii) In case of default by the PURCHASER/S under the condition listed above continues for a period beyond consecutive months after notice from the VENDOR / DEVELOPER in this regard, the VENDOR / DEVELOPER shall cancel the allotment of the Villa / Row House in favour of the PURCHASER/S and refund the amount money paid to them by the PURCHASER/S by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID VILLA / ROW HOUSE:

The VENDOR / DEVELOPER, on receipt of complete amount of the price of the Villa / Row House under the Agreement from the PURCHASER/S, shall execute a

conveyance deed and convey the title of the Villa / Row House together with proportionate indivisible share in the common Area within 3 (Three) months from the issuance of the **completion certificate**. However, in case the PURCHASER/S fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc., so demanded within the period mentioned in the demand letter, the PURCHASER/S authorizes the VENDOR / 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 / DEVELOPER is made by the PURCHASER/S. The PURCHASER/S shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies / penalties imposed by the competent authority/ies.

11. MAINTENANCE OF THE COMMON AREAS OR PROJECT:

The VENDOR / DEVELOPER shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Association of the PURCHASER/S/VILLA / ROW HOUSE OWNERS. The cost of such maintenance is fixed at **Rs.3.50/- per Sq.Ft** along with escalation Charges of the materials and labour if any. And the VENDOR/DEVELOPER shall maintain the maintenance of the common areas only for 12 months (1 year) and for this the PURCHASER/S shall pay 12 months maintenance amount as a deposit in advance at the time of Registration. The monthly maintenance charge intimation will be send to the concerned Villa / Row House owner and it will be deducted from their maintenance deposit. The PURCHASER/S shall form the association within 12 months and VENDOR/DEVELOPER shall handover the maintenance of the common areas to the association. If the association is not formed in a stipulated period and on request of the PURCHASER/S of the Villa / Row House, the VENDOR/DEVELOPER may continue to maintain the maintenance of the common areas with enhanced/escalation maintenance charges and other charges as prescribed by the VENDOR/DEVELOPER.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the VENDOR / DEVELOPER as per the agreement for sale relating to such development is brought to the notice of the VENDOR / DEVELOPER within a period of 5 (Five) years by the PURCHASER/S from the date of handing over the possession, it shall be the duty of the VENDOR / DEVELOPER to rectify such defects without further charge, within 30 (Thirty) days, and in the event of VENDOR / DEVELOPER'S failure to rectify such defects within such time, the aggrieved PURCHASER/S shall be entitled to receive appropriate compensation the manner as provided under the Act.

13. RIGHT OF PURCHASER/S TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES:

The PURCHASER/S hereby agrees to purchase the Villa / Row House on the specific understanding that his/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of PURCHASER/S /VILLA / ROW HOUSE OWNERS (or the maintenance agency appointed by it) and performance by the PURCHASER/S of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the

association of PURCHASER/S /VILLA / ROW HOUSE OWNERS from time to time.

14. RIGHT TO ENTER THE PREMISES FOR REPAIRS:

The DEVELOPER or maintenance agency or association of PURCHASER/S/VILLA / ROW HOUSE OWNERS shall have rights of unrestricted access of all Common Areas, covered parking for providing necessary maintenance agency to enter into the Villa / Row House 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.

15. USAGE:

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the **“ARATT CITYSCAPES – ARCADIA”** shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc., and other permitted uses as per sanctioned plans. The PURCHASE shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of PURCHASER/S /VILLA / ROW HOUSE OWNERS formed by the PURCHASER/S /VILLA / ROW HOUSE OWNERS for rendering maintenance services.

16. GENRAL COMPLIANCE WITH RESPECT TO THE VILLA / ROW HOUSE:

Subject to Clause 12 above, the PURCHASER/S shall, after taking possession, be solely responsible to maintain the Villa / Row House at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Villa / Row House, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Villa / Row House and keep the Villa / Row House, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc., of the Building is not in any way damaged or jeopardized. The PURCHASER/S further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc., on the face / façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The PURCHASER/S shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the PURCHASER/S shall not store any hazardous or combustible goods in the Villa / Row House or place any heavy material in the common passages or staircase of the Building. The PURCHASER/S shall also not remove any wall, including the outer and load bearing wall of the Villa / Row House. The PURCHASER/S shall plan and distribute its electrical loan in conformity with the electrical systems installed by the DEVELOPER and thereafter the association of PURCHASER/S /VILLA / ROW HOUSE OWNERS and/or maintenance agency appointed by association of PURCHASER/S /VILLA / ROW HOUSE OWNERS. The PURCHASER/S shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC., BY PURCHASER/S:

The PURCHASER/S is entering into this Agreement for sale of a Villa / Row House with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the PURCHASER/S hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Villa / Row House, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Villa / Row House at his/her own cost.

18. ADDITIONAL CONSTRUCTIONS:

The DEVELOPER undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) except for as provided in the Act.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the VENDOR / DEVELOPER executes this Agreement he/it shall not mortgage or create a charge on the (Villa / Row House/Building) and if any such mortgage or charge is made or created the notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the PURCHASER/S who has taken or agreed to take such Villa / Row House/Building.

20. BINDING EFFECT:

Forwarding this Agreement to the PURCHASER/S by the VENDOR / DEVELOPER does not create a binding obligation on the part of the VENDOR / DEVELOPER or the PURCHASER/S until, firstly, the PURCHASER/S signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in the SCHEDULE – C of payment Schedule within thirty days from the date of receipt by the PURCHASER/S and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the DEVELOPER. If the PURCHASER/S fails to execute and deliver to the DEVELOPER this Agreement within thirty days from the date of its receipt by the PURCHASER/S and/or appear before the Sub-Registrar for its registration as and when intimated by the DEVELOPER, then the DEVELOPER shall serve a notice to the PURCHASER/S for rectifying the default, which if not rectified within thirty days from the date of its receipt by the PURCHASER/S, application of the PURCHASER/S shall be treated as cancelled and all sums deposited by the PURCHASER/S in connection therewith including the booking amount shall be returned to the PURCHASER without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT:

This Agreement, along with its Schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understanding, any other agreements, allotment letter/application, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Villa / Row House, as the case may be.

22. RIGHT TO AMEND:

This Agreement may only be amended through written consent of the Parties.

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER/S OR SUBSEQUENT PURCHASER/S:

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent PURCHASER/S of the Villa / Row House, in case of a transfer, as the said obligations go along with the Villa / Row House for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:

- 24.1 The DEVELOPER may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the PURCHASER/S in not making payments as per the SCHEDULE-C including waiving the payment of interest of delayed payment. It is made clear and so agreed by the PURCHASER/S that exercise of discretion by the DEVELOPER in the case of one PURCHASER/S shall not be construed to be precedent and/or binding on the DEVELOPER to exercise such discretion in the case of other PURCHASER/S.
- 24.2 Failure on the part of the DEVELOPER to enforce at any time or for any period of time the provision hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

25. SEVERABILITY:

If any provisions of this Villa / Row House shall be determined to be void or unenforceable under the Act or 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.

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

Wherever in this Agreement it is stipulated that the PURCHASER/S has to make any payment, in the common with other PURCHASER/S in Project, the same shall be the proportion which the carpet area of the Villa / Row House bears to the total carpet area of all the (Villa / Row House) in the Project.

27. FURTHER ASSURANCES:

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

28. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the DEVELOPER through its authorized signatory at the DEVELOPER'S Office. Hence this Agreement shall be deemed to have been executed at Bengaluru.

29. NOTICES:

That all the notices to be served on the PURCHASER/S and the DEVELOPER as contemplated by this Agreement shall be deemed to have been duly served if sent

to the PURCHASER/S or the DEVELOPER by Registered Post at their respective addresses specified below;

NAME OF THE PURCHASER/S & ADDRESS:

.....
.....

NAME OF THE DEVELOPER & ADDRESS:

M/s. ARATT CITYSCAPES PROJECT LLP.,
Having its office at No.106/A, 4th 'C' Cross,
5th Block, Koramangala Industrial Layout,
Behind Raheja Arcade, Koramangala,
Bangalore – 560 095

30. JOINT PURCHASER/S:

That in case there are Joint PURCHASER/S all communication shall be sent by the DEVELOPER to the PURCHASER/S whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the PURCHASER/S.

31. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

32. DISPUTE RESOLUTION:

All or any disputes 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.

SCHEDULE 'A' PROPERTY

All that piece and parcel of the land bearing Sy.No.62/2, measuring 01 Acre 13 Guntas, situated at Huskur Village, Bidarahalli Hobli, Bangalore East Taluk (converted as per the order No.ALN(EBK)SR/60/2015-16 Dated 12/01/2016, issued by the Deputy Commissioner, Bangalore District), Plan approved by Hosakote Planing Authority vide No.**HPA/CC/41/2016-17**, dated **19/12/2016**, **Khatha** bearing No.150200401601221089 of Mandur Gram Panchayath, Huskur Village, Bangalore East Taluk and bounded on the

East by : Road
West by : Land bearing Sy.No.62/1
North by : Land bearing Sy.No.63/2
South by : Land bearing Sy.No.71/2

SCHEDULE 'B' PROPERTY

All that piece and parcel of Residential **Villa / Row House** bearing No. '___' **BLOCK – '___'** of **"ARATT CITYSCAPES – ARCADIA"** constructed on the Schedule "A" Property having ___ Bed rooms and **Carpet area** of ___ **Sq.ft.**, **Garden Area** of ___ **Sq.ft.**, with car parking AND Undivided share in the land which works out to ___ **Sq.ft** and bounded on the

East by :

West by :

North by :

South by :

SCHEDULE – C

(PAYMENT SCHEDULE)

SL. NO.	DESCRIPTION	PAYMENT % ON TOTAL VALUE FOR VILLA / ROW HOUSE
1	Booking Advance	Rs.5,00,000/-
2	At the time of agreement (within 15 days from the date of booking)	15%
3	Commencement of Foundation	10%
4	Commencement of A Block Basement roof	5%
5	Commencement of B Block Basement roof	5%
6	Commencement of C Block Basement roof	5%
7	Commencement of A Block Structure	10%
8	Commencement of B Block Structure	10%
9	Commencement of C Block Structure	10%
10	Commencement of Internal Flooring (Particular Villa / Row House)	10%
11	Commencement of A Block Windows and Door Fixing	5%
12	Commencement of B Block Windows and Door Fixing	5%
13	Commencement of C Block Windows and Door Fixing	5%
14	At the time of Registration	5%
	TOTAL PAYMENT	100%

SPECIFICATIONS

VILLA AND ROW HOUSE:

STRUCTURE:

- Basement, Ground + 2 floors in RCC structure with aluminum form work system.
- Two car park in the Basement level.

FOYER:

- Flooring and skirting :
Superior quality 800 x 800 vitrified tile for flooring and skirting.
- Painting:
Emulsion paint of reputed make for walls and ceiling.
- Doors:
Main door frame shall be in seasoned hard wood and shutter shall be veneer finished with tubular chip board core.

LIVING:

- Flooring and skirting:
Superior quality 800 x 800 vitrified tile for flooring and skirting.
- Painting:
Emulsion paint of reputed make for walls and ceiling.
- Sliding Windows:
Aluminium sliding windows.
- Railing:
M.S railing as per design.

DINING:

- Flooring and skirting:
Superior quality 800 x 800 vitrified tile for flooring and skirting.
- Painting:
Emulsion paint of reputed make for walls and ceiling.

BEDROOM 1, 2, 3 & 4:

- Flooring and skirting:
Superior quality 800 x 800 vitrified tile for flooring and skirting.
- Painting:
Emulsion paint of reputed make for walls and ceiling.
- Doors:
Bedroom door frame shall be in hardwood with painted skim engineered panel shutters.

TOILET 1, 2, 3 & 4:

- Flooring and dado:
Superior quality 300 x 300 ceramic tile for flooring, 375 x 250 ceramic tile for dado.
- Doors:
Toilet door frame shall be in hardwood with water proof moulded panel shutter with enamel paint on both sides.
- Ventilators:
Aluminium ventilators.
- Plumbing & Sanitary:
All Sanitary fixtures shall be from Jaquar or equivalent.
- Electrical:
Provision for horizontal Geyser in all toilets.

KITCHEN & UTILITY:

- Flooring and skirting:
Superior quality 800 x 800 vitrified tile for flooring and skirting, 450 x 300 ceramic tile as dado in kitchen.
Superior quality 300 x 300 ceramic tile for flooring and skirting in utility.
L shaped /parallel black granite kitchen platform.
- Painting:
Emulsion paint of reputed make for walls and ceiling.
- Plumbing & Sanitary:
Stainless steel sink as per ISI Standards in kitchen and provision for sink in utility.
Provision for washing machine in utility.

ELECTRICAL:

- Provision for Split A.C in all bedrooms in Villa and only at Master Bedroom in Row House.
- Providing light point, Ceiling Fan point, Call Bell Point, 5A & 15A Socket point, Distribution board in respective area. (Only point is provided, no fixture is included).
- Provision of exhaust fan in Toilets & Kitchen utility.
- Telephone point in Living and Master bedroom
- T.V point in Living and all bedrooms in Villa and living and only at Mater Bedroom in Row House.
- BESCOM Single Phase Power supply: 3KW
- Switches shall be from Anchor, Roma or equivalent.
- Generator back up for all common areas.

STAIRCASE:

- Flooring and skirting:
Granite flooring and skirting as per design
- M.S. Railing as per design.

SECURITY:

- CCTV surveillance in outdoor common areas

COMMON AMENITIES:

- Table Tennis
- Squash Court
- Badminton Court
- Swimming Pool with Toddler Pool
- Gym
- Amphitheater
- Children's Play Area
- Jogging Track
- Beautifully Landscaped and Manicured Gardens
- Party Hall

IN WITNESS WHEREOF the VENDORS/DEVELOPERS and the PURCHASER/S has signed this Agreement on the day, month and year first above mentioned in the presence of the following witnesses:

WITNESSES:

1.

VENDOR / DEVELOPERS
M/s. ARATT CITYSCAPES PROJECT LLP
R/by Authorized Signatory **Mrs.Ketty Sudhy**)

2.

(M/s. ARATT CITYSCAPES PROJECT LLP
R/by Authorized Signatory **Mrs.Ketty Sudhy**)
CONFIRMING PARTY/ BUILDERS / DEVELOPERS

PURCHASER/S