



[On a stamp paper of appropriate value]

AGREEMENT TO SELL

This **Agreement to Sell** (the "**Agreement**") entered at Bengaluru on the date specified in **Annexure 1** attached hereto:

By and Amongst:

Mrs. Renu Kapoor, aged about 63 years, wife of Mr. Madhu Kapoor, residing at No. 104, 16th Main Road, 4th Block, Koramangala, Bengaluru- 560034
(PAN No. _____ Aadhar No. _____)

Represented herein by her duly constituted attorney,
Mr. T.R. Ramachandra, constituted under the Powers of Attorney dated September 14, 2012 and March 30, 2009,

hereinafter referred to as the "**OWNER**"
(which expression shall, wherever the context so requires or admits, mean and include, her heirs, executors, administrators and permitted assigns) of the **FIRST PART**;

AND

Mr. T.R. Ramachandra, Indian citizen, aged about 39 years, son of late Mr. T.R. Rajan, residing at "Shilpa Divine", No. 989/A, 14th Cross, 24th Main Road, Banashankari 2nd Stage, Bengaluru - 560070
(PAN No. _____ Aadhar No. _____)
hereinafter referred to as the "**PROMOTER**",
(which expression shall, wherever the context so requires or admits, mean and include, his heirs, executors, administrators and permitted assigns) of the **SECOND PART**;

AND

[If the Allottee is a company], (CIN no.) a company incorporated under the provisions of the Companies Act, 2013, [Central Act 18 of 2013], as the case may be], having its registered office at , (PAN), represented by its authorized signatory _____, (Aadhar no. _____) duly authorized vide board resolution dated ,

hereinafter referred to as the "**ALLOTTEE**"
(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 assignees) of the **THIRD PART**;

[OR]

[If the Allottee is a Partnership], a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar no. _____) authorized vide ,
hereinafter referred to as the "**ALLOTTEE**"



(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) of the **THIRD PART**;

[OR]

[If the Allottee is an Individual]

Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the **“ALLOTTEE”**

(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) of the **THIRD PART**;

[OR]

[If the Allottee 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 **“ALLOTTEE”**

(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) of the **THIRD PART**;

[Please insert detail of other allottee(s), in case of more than one allottee]

The Promoter and Allottee shall hereinafter collectively be referred to as the **“Parties”** and individually as a **“Party”**.

WHEREAS

- A.** The Owner is the sole and absolute owner of all that piece and parcel of:
- (i) the immovable property being a residentially converted land bearing Survey No. 12/1 measuring 1 Acre and 24 Guntas situated at Kaikondrahalli Village, Varthur Hobli, Bengaluru East Taluk, more fully described as Item No.1 in **Schedule A (“Item No. 1”)**;
 - (ii) the immovable property residentially converted land bearing Survey No. 13 measuring 1 Acre and 19 Guntas (and 17 Guntas of Kharab) situated at Kaikondrahalli Village, Varthur Hobli, Bengaluru East Taluk, more fully described as Item No. 2 in **Schedule A (“Item No. 2”)**.

The total extent of the aforesaid lands is 3 Acres and 3 Guntas;

- B.** The Owner acquired title to Item No.1 Property of Schedule A in the following manner:

- a) Item No.1 was initially held by one Mr. Nanjappa (son of Mr. Veerasami);

- b) After the death of Mr Nanjappa, there was an oral partition amongst the family members of Mr. Nanjappa, under which the properties left behind by Mr. Nanjappa were partitioned between the family members and Item No. 1 Property was allotted to the joint share of Mr. Jayananda and Mr. Phalanetra (both sons of Mr. Nanjappa). In furtherance of the same and in accordance with the partition the revenue records in respect of the Item No.1 Property as well the other properties were mutated Vide IHC 1/1983-84 and the revenue records in respect of Item No.1 property came to be mutated and transferred to the names of Mr. Jayananda and Mr. Phalanetra jointly;
- c) Mr. Jayananda and Mr. Phalanetra subsequently conveyed Item No. 1 Property to one Mr. K.N. Somashekhar under the Sale Deed dated 15.6.1988, registered as Document No. 3746/1988-89, in Book I, Volume 2886 at Pages 33 to 36, in the office of the Sub –Registrar, Bengaluru South Taluk;
- d) Pursuant thereto, the revenue records were mutated and transferred vide MR No. 6/1988-89 to the name of Mr. K.N. Somashekhar;
- e) Mr. K.N. Somashekhar conveyed Item No. 1 to Mrs. Renu Kapoor under the Sale Deed dated 21.12.1988, registered as document No. 12239/1988-89 in Book I, Volume 3026 at Pages 30 to 35, in the office of the Sub –Registrar, Bengaluru South Taluk;
- f) Pursuant thereto, the revenue records were mutated and transferred vide MR No. 6/1988-89 to the name of Mrs. Renu Kapoor;

C. The Owner acquired title to Item No.2 Property of Schedule A in the following manner :

- a) One Mr. Srinivas Rao, who was the earlier owner of Item No.2 Property and under the Sale Deed dated 14.6.1949, registered as Document No. 7934/1948-49 in Book I, Volume 69 at Pages 3 to 5, in the office of the Sub –Registrar, Bangalore he conveyed it to Mr. Patel Krishna Reddy;
- b) Subsequently Mr. Patel Krishnappa Reddy conveyed Item No. 2 Property to Mr. K. Narayana Reddy under the Sale Deed dated 7.5.1964, registered as Document No. 731/1964-65 in Book I, Volume 452 at Pages 58 and 59, in the office of the Sub –Registrar, Bengaluru South Taluk;
- c) Mr. K. Narayana Reddy subsequently conveyed Item No. 2 to Mrs. Renu Kapoor (Owner) under the Sale Deed dated 21.12.1998, registered as Document No. 12241/1988-89 in Book I, Volume 3026 at Pages 41 to 45, in the office of the Sub –Registrar, Bengaluru South Taluk;
- d) Pursuant thereto, the revenue records were mutated and transferred vide No. MR 7/1988-89 to the name of Mrs. Renu Kapoor; and

D. Item Nos. 1 & 2 properties have been converted for their use for non agricultural residential purposes vide Official Memorandum bearing No. DIS.ALN.SE95-9/1989-90 dated June 6, 1989;

- E.** For the purpose of having access the Schedule A Property for the purpose of developing the land a portion of the land in the residentially converted land bearing Survey No. 14, situated at Kaikondrahalli Village, Varthur Hobli, Bengaluru East Taluk, measuring about 26.42 Guntas or 28777.31 square feet or 2673.5 square meters, the Promoter who owns the land has granted easementary rights under the MOU dated 16/08/2013. The said portion of land which is utilized for the purpose of having access to the Schedule A Property is morefully described in as Item No.3 in the Schedule A written hereunder.
- F.** The Owner in order to develop the Item Nos. 1 & 2 of Schedule A in all measuring 3 Acres 03 Guntas, including the Item No. 3 land, being adjoining lands, applied for amalgamation of the said properties with the Bruhat Bangalore MahanagarPalike [BBMP] and by an order of BBMP dated _____ the properties came to be amalgamated and assigned with BBMP Khatha No. 1810/1863/201/14, the amalgamated land in all measuring 3 Acres and 03 Guntas or 1,33,947 Square Feet or 12443.97 Square meters (excluding the Item No. 3), is more fully described as Item No. 4 in the Schedule A written hereunder and hereinafter referred to as the **‘SCHEDULE A PROPERTY’**
- G.** The Owner and the Promoter have entered into two (2) separate Joint Development Agreements dated September 14, 2012, registered as Document No. SHV-1-1366-2012-13 in Book I (stored in CD No. SHVD 155) in the office of the Sub Registrar, Shivajinagar, Bangalore, and dated March 30, 2009, registered as Document No. VRT-1-5827-2008-09 in Book I (stored in CD No. VRTD 43) in the office of the Sub Registrar, Varthur, Bengaluru (“collectively **JDA**s”) for development of the Schedule A Property by constructing multi dwelling units;
- H.** In terms of the aforesaid Joint Development Agreements, Owner has granted the development rights in respect of the Schedule A Property in favor of the Promoter. Under the JDAs, the Promoter has agreed to develop the Schedule A Property by constructing multi dwelling units in the form of villas (“**Project**”). Further, as agreed under the JDAs, the Owner is entitled to 45% share of the built up area along with proportionate undivided share, rights, title and interest in the Schedule A Property and Promoter is entitled to remaining 55% undivided share, rights, title and interest in the Schedule A Property;
- I.** The Promoter in terms of the aforesaid Joint Development Agreements and the General Power Of Attorneys’ executed by the Owner, authorizing him to undertake the aforesaid development in the Schedule A Property , has in pursuance thereof formulated a plan for developing the Schedule A Property by constructing multi dwelling units (**Villas**) obtained the sanction of the building plan Vide LP NO. ನಯೋ/ಮವ/ಕಮಿಟಿ/13/13-14, dated 17/04/2013 and after having obtained all the other necessary NOC’s, sanctions, licenses from the statutory authorities for the construction of 37 multi dwelling units.
- J.** As per the scheme of development and the sanctioned building plan the Schedule A Property is earmarked for the purpose of building multi dwelling units comprising individual Residential Dwelling Units-Villas and with a separate Club House and other amenities and the said project shall be known as **‘SHILPA DACHA’** .



- K.** The development of Shilpa Dacha is designed in such a way that each Residential Residential Dwelling Unit-Villa is attached with private garden, and common areas such as internal roads, open spaces (which have not been earmarked as private garden areas), etc. to be owned and maintained collectively by the Allottees of the Villas in Shilpa Dacha;
- L.** The Owner and Promoter have identified the villas falling to their respective shares in Shilpa Dacha in terms of an Allocation Agreement dated 16.08.2013 entered into and between the Owner and the Promoter ("**Allocation Agreement**") and agreed that the Owner and Promoter are entitled to dispose of their respective shares and other entitlements of the built-up areas, car parking areas in their own names;
- M.** In terms of the aforesaid Allocation Agreement, the Owner is entitled to retain eleven (11) Residential Dwelling Units– Villas with proportionate undivided share in the Schedule A Property corresponding to her share of built up area in the Residential Dwelling Units– Villas, and the Promoter having undertaken to construct the villas at his own cost and expense is entitled to retain sixteen (16) Residential Dwelling Units-Villas with proportionate undivided share in the Schedule A Property corresponding to his share of built area in the Residential Dwelling Units– Villas. The Promoter is further entitled to sell his share of the villas in favor of the prospective purchasers who enter into an agreement with Promoter to purchase the Residential Dwelling Units- Villas and the Owner has authorized the Promoterto realize the sale proceeds from such purchasers in his name, in furtherance thereof the Owner has executed above mentioned General Power Of Attorney;
- N.** The Promoter has evolved a scheme of ownership of Residential Dwelling Units-Villas in Schedule 'A' Property, in terms of which any person desirous of owning an Residential Dwelling Unit-Villa in the Project is required to construct and own or purchase the dwelling unit – Villa and the proportionate undivided share, right, title, interest and ownership in the land in Schedule 'A' Property. Upon sale in the overall scheme, the entire Schedule 'A' Property will be jointly owned and held by the owners of the Residential Dwelling Unit-Villa through an Association and each of them having a definite undivided share in the Schedule 'A' Property and absolute ownership to the respective Residential Dwelling Unit-Villas with right to use in common with others, all the common areas, amenities and facilities, within the Schedule 'A' Property. The scheme as described above forms the basis of sale and ownership of the Residential Dwelling Unit-Villa in Project.
- O.** In the overall Scheme, each of the purchasers of the Residential Dwelling Units-Villas in "Shilpa Dacha" will absolutely own the villa with an exclusive right to enjoy the private garden attached to such villa, undivided ownership over the land in Schedule A Property and all the other common areas and right to enjoy all amenities and facilities in the Project. Owner and the Promoter based on the plans, have worked out the undivided share to be transferred and usage to the exclusive private garden attached to each villa.;
- P.** The Multi Purpose Hall - Club House is proposed to be established in a portion of the Project Land for mutual benefit of all the purchasers of the villas. In view thereof a portion of Project Land admeasuring approximately 11,520 (Eleven Thousand Five Hundred Twenty) square feet of land is reserved for development of a Club House which will serve the needs of purchasers of the villas ("**Club House**").



- Q.** The Promoter has obtained the final sanctioned plan, specifications and approvals for the Project and also for the Residential Dwelling Unit-Villa, from **Assistant Director of Town Planning, Mahadevpura Zone, Bruhat Bangalore Mahanagara Palike**. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;
- R.** The Promoter has registered the Project under the provisions of the Act with the Karnataka Real Estate Regulatory Authority at _____ on _____ and the project has been granted Registration No. _____;
- S.** The Allottee had applied for an Residential Dwelling Unit-Villa in the Project vide application no. _____ dated _____ and has been allotted Residential Dwelling Unit-Villa No. _____ having carpet area of _____ square feet, Residential Dwelling Unit-Villa, more particularly described in Schedule B and the floor plan of the Residential Dwelling Unit-Villa is annexed hereto and marked as Schedule C);
- T.** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- (Please enter any additional disclosures/details);
- U.** 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;
- V.** 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;
- W.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Residential Dwelling Unit-Villa - Villa.

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

1. DEFINITIONS AND INTERPRETATION

1.1 DEFINITIONS AND INTERPRETATION:

1.1 Definitions:

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

- X. “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 wherever the context so requires;
- Y. “Agreement”** shall mean this agreement to sell the Schedule “B”- Residential Dwelling Unit-Villa, including the schedules hereto, as may be amended from time to time;
- Z. “Allottee”** in relation to SHILPA DACHA, means the Allottee/s to whom the Residential Dwelling Units-Villas have been allotted and agreed to be sold and includes the person who subsequently acquires the said allotment through sale, transfer.
- AA. “Applicable Law”** means all laws, statutes, regulations, codes, bye-laws, ordinances, treaties, judgments, decrees, directives, rules, guidelines, orders, policies and other requirements of any statutory 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;
- BB. “Association or Association of Allottees or Owners Association”** shall all mean the same, being the Association of Allottees/Owners in SHILPA DACHA to be formed by the Allottees/Owners, in respect of the Project in accordance with law ;
- (e) “Completion Date”** shall mean _____ or such extended time as may be permitted by law, before which the Promoter would have completed the construction and secured the Occupancy Certificate;
- (f) “Carpet Area”** shall mean the net useable floor area of an Residential Dwelling Unit-Villa, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Residential Dwelling Unit-Villa ;
- (g) “Commencement Certificate”** shall mean the license and building plan sanctioned by the Bruhat Bangalore Mahanagara Palike for construction of the Residential dwelling unit- Villa on the Schedule A Property and the Commencement Certificate issued by Bruhat Bangalore Mahanagara Palike
Vide _____
dated _____ respectively;
- (h) “Common Areas and Common Amenities and Facilities of the Project”** shall mean the entire Schedule A Property and all other areas as defined in Section 2 (n) of the Act and the common amenities and facilities being provided in the Project, as set out in Schedule – F to this agreement;

- (i) **“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.

due which the construction work in the Project is affected.

- (j) **“Interest”** means the rate of interest payable by the Allottee/s and or the Promoter, as the case may be in terms of this Agreement which is to be calculated at prevailing interest rate of State Bank of India highest Marginal Cost of Lending Rate (MCLR) plus 2%.
- (k) **“Occupancy Certificate”** means the Occupancy Certificate or Partial Occupancy Certificate or such other Certificate by whatever name called, issued by the Authority confirming completion of the construction in the Project and pursuant thereto permitting occupation of building;
- (l) **“The Project Account”** shall mean the account opened in _____ Bank, _____ Branch standing in the name of the Promoter;
- (m) **“Owners”** shall mean any owner or owners of Villas in the Project;
- (n) **“Sale Deed”** shall mean the Deed of Sale to be executed by the Sellers, for legally conveying the absolute right, title and interest in the Schedule “B” Property on the terms and conditions contained therein under the Scheme;
- (o) **“Schedule “B” Property”** shall mean the Residential Dwelling Unit-Villa, together with the attached car parking space and share in the common areas and the proportionate undivided share which is to be transferred to the Association of Allottee/s, in the Project that is being developed by the Promoter on the Schedule A Property.
- (p) **“Schedule “C”** shall mean the floor plan of the residential dwelling unit-Villa agreed to be sold to the Allottee/s;
- (q) **“Schedule “D”** is the Payment plan by the Allottee according to which the Allottee/s shall make the payment towards the Schedule B Property;
- (r) **“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/s in addition to the Sale Consideration, Cost of Construction and Other Cost Charges and Expenses, under this Agreement;

- (s) **“Super Built Up Area”** of any residential dwelling unit- Villa shall mean the aggregate of the Carpet Area of the residential dwelling unit- Villa 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 in the Project; and

1.2 Interpretations

- a) Any word or phrase defined in the body of this Agreement as opposed to being defined in Clause 1.1 above shall have the meaning assigned to it in such definition throughout this Agreement, unless the contrary is expressly stated or the contrary clearly appears from the context.
- b) If any provision in Clause 1.1 is a substantive provision conferring any rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive provision in the body of this Agreement.
- c) The use of the word “including” followed by a specific example(s) in this Agreement, shall not be construed as limiting the meaning of the general wording preceding it.
- d) The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply.
- e) The Schedules and the Annexures to this Agreement shall be deemed to be incorporated in, and shall form an integral part of, this Agreement.
- f) Reference to any agreement, deed, document, instrument, rule, regulation, notification, statute or the like shall mean a reference to the same as may have been duly amended, modified or replaced. For the avoidance of doubt, a document shall be construed as amended, modified or replaced only if such amendment, modification or replacement is executed in compliance with the provisions of such document(s).
- g) Reference to any section or clause shall mean a reference to a section, clause of this Agreement unless specified otherwise.
- h) Reference to the terms “herein”, “hereto”, “hereunder” and words of similar purport refer to this Agreement as a whole.
- i) Headings in this Agreement are inserted for convenience only and shall not be used in its interpretation.
- j) In this Agreement, (including the Recitals above) unless the context clearly indicates a contrary intention, a word or an expression, which denotes a natural person shall include an artificial person (and vice versa), any one gender shall include the other genders, the singular shall include the plural (and vice versa).



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 Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Residential Dwelling Unit-Villa as specified in Para S above.

1.2 The Total Price for the Residential Dwelling Unit-Villa based on the carpet area is Rs. _____ (Rupees _____ only ("Total Price"))

Price Break Up as follows:

Residential Dwelling Unit-Villa No.

- i. Rate of Residential Dwelling Unit-Villa per square feet*
- ii.
- iii.

Comment [R1]: Add all other payment details

Total Price _____ (Rupees _____ Only)

*Price breakup as shown below of the amounts such as cost of Residential Dwelling Unit-Villa, proportionate cost of common areas, taxes, maintenance charges as per para 11 etc., if/as applicable.

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Residential Dwelling Unit-Villa ;
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Residential Dwelling Unit-Villa to the allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate:

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification:

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged to the allottee;

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
 - (iv) The Total Price of Residential Dwelling Unit-Villa includes recovery of price of land, construction of not only the but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Residential Dwelling Unit-Villa, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Residential Dwelling Unit-Villa and the Project.
- 1.3 The Total Price is escalation-free, save and except increases which the Allottee 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 Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in Schedule D ("Payment Plan").
- 1.5 The Promoter may allow, in his sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ _____% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'E' and Schedule 'F' (which is in conformity with the advertisement, prospectus etc., on the

basis of which sale is effected) in respect of the Residential Dwelling Unit-Villa and the Common Amenities, without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

- 1.7 The Promoter shall conform to the final carpet area that has been allotted to the Allottee after the construction of the Unit is complete and the occupancy 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 Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Residential Dwelling Unit-Villa, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule D. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.
- 1.8 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Residential Dwelling Unit-Villa as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Residential Dwelling Unit-Villa ;
 - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;
 - (iii) That the computation of the price of the Residential Dwelling Unit-Villa includes recovery of price of land, construction of [not only the Residential Dwelling Unit-Villa but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Residential Dwelling Unit-Villa, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Residential Dwelling Unit-Villa and the Project;
 - (iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his Residential Dwelling Unit-Villa as the case may be, with prior intimation to the Promoter.

1.9 It is made clear by the Promoter and the Allottee agrees that the Residential Dwelling Unit-Villa along with the attached garage/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 the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the Residential Dwelling Unit-Villa to the Allottees, which it has collected from the Allottees, 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 Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Residential Dwelling Unit-Villa to the Allottees, the Promoter 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.

1.11 The Allottee has paid a sum of Rs. _____ (Rupees _____ only) as booking amount being part payment towards the Total Price of the Residential Dwelling Unit-Villa at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Residential Dwelling Unit-Villa as prescribed in the Payment Plan [Schedule D] as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. **MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [Schedule D] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of '_____' payable at _____.

3. **COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

3.1 The Allottee, 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, 1934 and the Rules and Regulations made there under 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 the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee 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 may 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 Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Residential Dwelling Unit-Villa applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the allottee against the Residential Dwelling Unit-Villa, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Residential Dwelling Unit-Villa to the Allottee and the common areas to the Association of Allottees or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT/ RESIDENTIAL DWELLING UNIT-VILLA :

The Allottee has seen the proposed plan, specifications, amenities and facilities of the Residential Dwelling Unit-Villa and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter 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 in this regard by any authority and shall not have an option to make any variation /alteration / modification in such plans, other than

in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE RESIDENTIAL DWELLING UNIT-VILLA :

7.1 Schedule for possession of the said Residential Dwelling Unit-Villa- The Promoter agrees and understands that timely delivery of possession of the Residential Dwelling Unit-Villa to the Allottee and the common areas to the Association of Allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Residential Dwelling Unit-Villa along with ready and complete common areas with all specifications, amenities and facilities of the project in place on/ within 3 (three) months from the date of construction , 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 Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Residential Dwelling Unit-Villa, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 60 days from that date. The promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 **Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Residential Dwelling Unit-Villa, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the Promoter within 3 months from the date of issue of occupancy certificate]. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be after the issuance of the completion certificate for the project. The promoter shall hand over the occupancy certificate of the Residential Dwelling Unit-Villa, as the case may be, to the Allottee at the time of conveyance of the same.

7.3 **Failure of Allottee to take Possession of Residential Dwelling Unit-Villa** - Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Residential Dwelling Unit-Villa from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Residential Dwelling Unit-Villa to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2.

7.4 Possession by the Allottee - After obtaining the occupancy certificate and handing over physical possession of the Residential Dwelling Unit-Villa to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the Association of Allottees or the competent authority, as the case may be, as per the local laws. Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas, to the Association of Allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate.

7.5 Cancellation by Allottee – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act.

Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit 10 % of the cost of the Villa viz., the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation after deducting any other administrative charges and commission paid to the Real Estate Agent, if any.

7.6 Compensation – The Promoter shall compensate the Allottee 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 interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Residential Dwelling Unit-Villa (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Residential Dwelling Unit-Villa, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Residential Dwelling Unit-Villa which shall be paid by the promoter to the allottee within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE OWNER AND PROMOTER:

The Owner and Promoter hereby represent and warrant to the Allottee as follows:

- (i) The Owner and Promoter have absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;

- (ii) The Owner and Promoter have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project; [in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Residential Dwelling Unit-Villa;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Multi Dwelling Unit Building are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Residential Dwelling Unit-Villa and common areas;
- (vi) The Promoter 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 Allottee created herein, may prejudicially be affected;
- (vii) The Promoter 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 said Land, including the Project and the said Residential Dwelling Unit-Villa which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Residential Dwelling Unit-Villa to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Residential Dwelling Unit-Villa to the Allottee and the common areas to the Association of Allottees or the competent authority, as the case may be;
- (x) The Schedule 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 Property;
- (xi) The Promoter 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 said project to the competent Authorities till the completion certificate has been issued and possession of Residential Dwelling Unit-Villa, building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or the competent authority, as the case may be;
- (xii) 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 Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:

- (i) Promoter fails to provide ready to move in possession of the Residential Dwelling Unit-Villa to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the Residential Dwelling Unit-Villa shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter'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 Promoter under the conditions listed above, Allottee is entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Residential Dwelling Unit-Villa, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Residential Dwelling Unit-Villa, which shall be paid by the promoter to the allottee within forty-five days of it becoming due.

9.3 The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Allottee fails to make payments for 2 (two) consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 2 (Two) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Residential Dwelling Unit-Villa in favour of the Allottee and refund the money paid to him by the allottee by deducting the booking amount and the



interest liabilities, any other costs incurred by the promoter and this Agreement shall thereupon stand terminated.

Provided that the promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID RESIDENTIAL DWELLING UNIT-VILLA:

The Promoter, on receipt of Total Price of the Residential Dwelling Unit-Villa as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Residential Dwelling Unit-Villa together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the allottee. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

11. MAINTENANCE OF THE SAID BUILDING / RESIDENTIAL DWELLING UNIT-VILLA/ PROJECT:

The Promoter 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 Allottees upon the issuance of the completion certificate of the project. The cost of such maintenance has been included in the Total Price of the Residential Dwelling Unit-Villa. The Association of Allottees shall take over the maintenance within 3 months from the date first conveyance of a Villa in the Project.

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 Promoter as per the Agreement for Sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive / recover appropriate compensation in the manner as provided under the Act.

13. RIGHT TO ENTER THE RESIDENTIAL DWELLING UNIT-VILLA FOR REPAIRS:



The Promoter / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Residential Dwelling Unit-Villa 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.

14. USAGE:

Use of Service Areas: The service areas, if any, as located within SHILPA DACHA, 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 Allottee 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 Allottees formed by the Allottees for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE RESIDENTIAL DWELLING UNIT-VILLA:

- 15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Residential Dwelling Unit-Villa 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 Residential Dwelling Unit-Villa, 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 Residential Dwelling Unit-Villa and keep the Residential Dwelling Unit-Villa, 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.
- 15.2 The Allottee 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 / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees 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 Allottee shall not store any hazardous or combustible goods in the Residential Dwelling Unit-Villa or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Residential Dwelling Unit-Villa .
- 15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association



of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

16.COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

The Parties are entering into this Agreement for the allotment of a Residential Dwelling Unit-Villa the full knowledge of all laws, rules, regulations, notifications applicable to the project.

17. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Residential Dwelling Unit-Villa and if any such mortgage or charge is made or created then 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 Allottee who has taken or agreed to take such Residential Dwelling Unit-Villa.

19. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub Registrar _____ (specify the address of the Sub-Registrar) as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

20. 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 understandings, any other agreements, allotment letter,



correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Residential Dwelling Unit-Villa /building, as the case may be.

21. RIGHT TO AMEND:

The Parties can amend this agreement as and when required by them. This Agreement may only be amended through written consent of the Parties.

22. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES:

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 Residential Dwelling Unit-Villa and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Residential Dwelling Unit-Villa, in case of a transfer, as the said obligations go along with the Residential Dwelling Unit-Villa for all intents and purposes. In case of transfer /assignment of Residential Dwelling Unit-Villa and this agreement the Allottee shall be liable to pay-----% of consideration as assignment charges to the Promoter.

23. WAIVER NOT A LIMITATION TO ENFORCE:

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

24. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 there under 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.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Residential Dwelling Unit-Villa bears to the total carpet area of all the Residential Dwelling Units-Villas in the Project.

26. 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.

27. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Bengaluru and after the Agreement is duly executed by



the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at _____ (specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at Bengaluru.

28. NOTICES:

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post /email at their respective addresses specified below:

Name of Allottee

(Allottee Address)
Email _____
M/s _____ Promoter name

(Promoter Address)
Email _____

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address/email subsequent to the execution of this Agreement in the above address by Registered Post /email failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

29. JOINT ALLOTTEES:

That in case there are Joint Allottees all communications shall be sent by the Promoter to the all Allottee the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

30. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the Residential Dwelling Unit-Villa, or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such Residential Dwelling Unit-Villa, as the case may be, shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale or under the Act or the rules or the regulations made there under.

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 Act and the Rules and Regulations made there under including other applicable 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. If the dispute is not resolved amicably by mutual discussion. The parties agree that any claim or controversy, arising out of or relating to this Agreement or any alleged breach thereof, shall be determined by binding arbitration to be held in Bengaluru. The arbitration shall be in accordance with Arbitration and Conciliation Act 1996. The seat of arbitration shall be at Bengaluru. Any award of the Arbitrator(s) is final and binding on the parties.

SCHEDULE A PROPERTY (PROJECT LAND)

ITEM NO. 1

All that piece and parcel of residentially converted land bearing Survey No. 12/1, measuring 1 Acre 24 Guntas situated at Kaikondahalli Village, Varthur Hobli, Bengaluru East Taluk and bounded on its:

(As per the Joint Development Agreement dated 14.9.2012)

East by : Ramakrishna College / Venkateshama Reddy's land;
West by : AnandShiksha Kendra / Survey No. 13;
North by : Prestige Pegasus / Survey Nos. 14 and 19; and
South by : Survey Nos. 13 and 12/2.

ITEM NO. 2

All that piece and parcel of residentially converted land bearing Survey No. 13, measuring 1 Acre 19 Guntas (and 17 GuntasKharab) situated at Kaikondahalli Village, Varthur Hobli, Bengaluru East Taluk and bounded on its:

(As per Joint Development Agreement dated 30.3.2009)

East by : Land bearing Survey Nos. 12/1 and 12/2;
West by : Ambalipura Village Boundary;
North by : Land bearing Survey No. 14; and
South by : Kasavanahalli Village Boundary.

ITEM NO. 3

(Land utilized for providing access to the Project)

All that piece and parcel of residentially converted land bearing Survey No. 14, measuring about 26.42 Guntas or 28777.31 square feet or 2673.5 square meters, situated at Kaikondahalli Village, Varthur Hobli, Bengaluru East Taluk and bounded on its:

East by :
West by :
North by :
South by :



ITEM No. 4

(Composite Amalgamated Property- Project Land)

All that piece and parcel of the immovable property bearing Municipal No. 1810/1863/201/14, being residentially converted lands out of Sy.Nos.12/1, 13 & 14, situated at Kaikondrahalli Village, Varthur Hobli, Bengaluru East Taluk, Bengaluru-560 0__ in all measuring 3 Acres and 03 Guntas or 1,33,947 Square Feet or 12443.97 Square meters (excluding the Item No. 3 property), converted Official Memorandum bearing No. DIS.ALN.SE 959/1989-90, dated June 6, 1989 and bounded on the :-

East by :
West by :
North by :
South by :

**SCHEDULE 'B' PROPERTY
(DESCRIPTION OF THE DWELLING UNIT – VILLA)**

Residential Dwelling Unit- Villa bearing No. _____ having carpet area of _____ square feet, type _____, along with attached garage/covered parking admeasuring _____ square feet having undivided share, right, title and interest of _____ square feet together with proportionate share in the common areas, built on the Schedule A Property and bounded on the:

East by:
West by:
North by:
South by:

(The Undivided share and the proportionate share in the Common areas will be conveyed in accordance with Section 17 of the Act)

SCHEDULE 'C' - FLOOR PLAN OF THE APARTMENT

SCHEDULE 'D' – PAYMENT PLAN

SCHEDULE 'E' - SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE VILLA)



SCHEDULE 'F'
PART A
COMMON AREAS AND FACILITIES

Common Areas shall mean all areas within the Project Land which are not held for exclusive use of the purchasers of villas in "Shilpa Dacha", and all other areas and improvements provided by Developer for the common use of the purchasers of villas in "Shilpa Dacha", including without limitation parking areas and structures, driveways, sidewalks, landscaped and planted areas, common entrances and lobbies, elevators, and restrooms not located within villas of any purchaser in "Shilpa Dacha"

Common Infrastructure

1. External Civil Works

- a) Entry cape with security room
- b) Peripheral compound wall
- c) Roads, kerb, pathways

2. Landscape Works

- a) Children's play Area.
- b) Irrigation system for landscape water requirements.
- c) Parks
- d) Landscape in Common Areas.

3. PHE works

- a) Storm water drains
- b) Bore wells, underground sump, pump room
- c) Water treatment plant
- d) Hydro pneumatic system for domestic water supply
- e) Underground water supply lines
- f) Underground sanitary lines
- g) Sewage treatment plant
- h) Rain Water harvesting system

4. Electrical Works

- a) Underground electrical, data and communication lines
- b) Power supply for all Infrastructure Components from BESCOM/Service providers.
- c) Street lights.
- d) DG power backup for all infrastructure components

PART B
CLUB HOUSE FACILITIES

1. Swimming Pool
2. Multi Gym
3. Squash Court
4. Indoor Games
5. Home theatre
6. Multipurpose hall
7. Children's play area

SCHEDULE G

RIGHTS, COVENANTS AND OBLIGATIONS OF THE PURCHASER

Subject to the terms and conditions specified in the foregoing provisions of the Agreement, Purchaser shall be entitled to the following rights, bound by the following covenants and shall have the following obligations;

1. The Schedule B Property shall for all purposes constitute heritable and transferable immovable property.
2. Purchaser may transfer Schedule B Property by way of sale, mortgage, lease, gift, exchange or in any other manner whatsoever in the same manner to the same extent and subject to the same rights, privileges, obligations, liabilities, legal proceedings and remedies as any other immovable property, or make a bequest of the same under the Applicable Laws to the transfer and succession of immovable property.
3. If Purchaser/s desire to lease the Schedule B Property, he/she/it shall promptly notify and provide to the Maintenance Agency and the Owners Association all the details of the lessee and occupants. Upon leasing, only the tenant/lessee of the Schedule B Property, shall be entitled to make use of the Club facilities and the Purchaser/s shall not be entitled to make use of the club facilities. Notwithstanding the leasing, the primary responsibility to adhere to all the rights and obligations of the Purchaser/s contained herein shall be that of the Purchaser/s and it shall be responsibility of the Purchaser/s to ensure that the tenant/lessee follows all the rules and regulations that may be prescribed for the purchasers in “Shilpa Dacha”.
4. Any sale of Schedule B Property shall be effected in full and not in portions thereof. The undivided right, title and interest in the Schedule A Property of which the Purchaser shall not be entitled to claim partition / division of the same at any point of time.
5. Purchaser shall be entitled to apply for and obtain separate khata and assessment of property tax and other similar taxes and levies by appropriate municipal and other relevant authorities in respect of Schedule B Property at his/her/its own cost and expense. The Promoter will pay municipal property taxes in respect of Schedule A Property and after the completion of the Schedule B Property. The Purchaser/s shall solely be liable to pay the said taxes and assessments thereafter.
6. Purchaser shall not do / cause to be done any act or deed on / within the Schedule B Property which would jeopardize the safety of any of the structures in “Shilpa Dacha”, reduce the value thereof or impair any easement or hereditament thereof.
7. The Purchaser’s Villa is provided with garden area measuring [*] square feet, on which the Purchaser shall have the exclusive right of usage and enjoyment. However, maintenance of the said garden area shall be the obligation of the Purchaser. Further, the Purchaser shall not use the said garden area for any other purposes nor shall erect or construct any structures therein. Purchaser shall use other open area in the Schedule B Property strictly as a garden area and maintain in accordance with any rules and regulations framed by the Owners’ Association regarding the use and maintenance of private gardens of villas in “Shilpa Dacha”.



8. The Purchaser/s shall not enclose the Schedule B Property with any compound wall or any other construction of such nature.
9. The roads in “Shilpa Dacha” shall always be used by the purchasers of the villas in “Shilpa Dacha” as an internal private road provided for the common use of the occupants and owners of the villas in “Shilpa Dacha” and other developments to be undertaken in the Project Land and the said road shall not be treated as a public road. Subject to Applicable Laws, the overall control over the roads in the Project Land shall always vest with the Promoter , unless the same is handed over to the Owners’ Association by the Promoter .
10. Purchaser shall mandatorily take up membership of the Owners’ Association, as and when formed. Purchaser shall comply strictly with the bye-laws that may be prescribed by the Promoter and the Owners’ Association, as and when formed, and with the administrative rules and regulations adopted pursuant thereto, as may be amended from time to time by the Promoter or the Owners’ Association. Failure to comply with any of the same shall be a ground for an action for damages or injunctive relief or both maintainable by the Promoter or Owners’ Association, as applicable.
11. Purchaser shall be entitled to use the Common Areas and Facilities with the purpose for which they are intended without hindering or encroaching upon the lawful rights of the other purchasers of villas in “Shilpa Dacha” and on such terms and conditions as may be stipulated from time to time by the Promoter and the Owners’ Association, as and when formed. The Purchaser shall be liable to contribute proportionate maintenance charges as may be charged from time to time based on the built up area of the Purchaser’s Villa.
12. The necessary work of maintenance of the Common Areas and Facilities and the repair and replacement of the facilities and equipments therein and the making of any additions or improvements thereto shall be carried out only by the Promoter or the Owners’ Association, as and when formed.
13. Any non-payment of the maintenance charges or any share of common expenses/charges chargeable and as assessed by the Promoter or the Owners’ Association for the use and maintenance of the Common Areas and Facilities or the facilities and equipments provided therein, by the Purchaser in respect of Schedule B Property shall constitute a charge on Schedule B Property prior to all other charges, except only charge, if any, for payment of Government and municipal taxes.
14. Purchaser acknowledges that the rights and obligations set out in this Schedule are also applicable to the purchasers of other villas in “Shilpa Dacha” and by acquiring ownership of Schedule B Property, Purchaser is deemed to have expressed his no objection and consent to purchasers of other villas in “Shilpa Dacha” to exercise their rights specified in this Schedule.
15. The terms and conditions of the Agreement including this Schedule shall continue to be binding on all successors-in-title to the Schedule B Property.

16. In case of any conflict between any of the provisions of the Agreement (other than this Schedule) and any of the clauses of this Schedule, the provisions of the Agreement shall prevail over the latter
17. The Purchaser shall be entitled to the Purchaser's Villa, subject to the terms and conditions contained in this Agreement and the rules and regulation and the bye laws of the Owners' Association, as and when constituted;
18. The Purchaser and all persons authorized by the Purchaser (in common with all other persons entitled, permitted or authorised to a similar right) shall have the right at all times and for all purposes, to use the common roads and passages in "Shilpa Dacha". The earmarked exclusive areas shall, however, be available to the Promoter or its representatives when necessary for attending to any repairs, maintenance and/or clearing overhead/underground water tanks;
19. The Purchaser shall, without prejudice to similar rights of other purchasers of villas in "Shilpa Dacha", also have the following rights:
 - a) The right to uninterrupted passage of water, gas, electricity, sewerage etc., from and to Schedule B Property through the pipes, wires, sewer lines, drain and water courses, cables which are or may at any time hereafter be, in, under or passing through Schedule B Property or any part thereof;
 - b) 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 "Shilpa Dacha", however, recognizing and reciprocating such rights of the other purchasers of villas in "Shilpa Dacha";
20. The Purchaser shall not at any time, carry on or suffer to be carried on in Schedule B Property or any part thereof any noisy, offensive or dangerous activity which may be or become in any way a nuisance, annoyance or danger to the Promoter or the other purchasers of villas in "Shilpa Dacha" or other developments in the Project Land, or which may tend to depreciate the value of the said villas or other developments in the Project Land or any part thereof;
21. The Promoter will pay municipal property taxes in respect of Schedule A Property until the date of sale or till expiry of ten (10) days' notice to the Purchaser/s as to the completion of the Schedule B Property, whichever is earlier. The Purchaser/s shall solely be liable to pay the said taxes and assessments thereafter.
22. The Purchaser shall use Schedule B Property only for private residential purposes and shall not be put to use for any kind of commercial or semi commercial use including but not limited to use as a guest house or as a serviced villa;
23. The Purchaser shall not put up any hoarding, name plates, sign-boards, graffiti etc., in places other than that may be demarcated and allotted by the Promoter for such purposes;



24. The Purchaser covenants that the Purchaser shall comply with all the rules and regulation pertaining to electrical installations, generators, fire safety equipment and services, pollution control and general safety equipment and services of “Shilpa Dachha”;
25. After the maintenance of “Shilpa Dachha” is handed over to the Owners’ Association in terms of this Agreement, the Promoter shall not in any manner whatsoever 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 fire equipments, fire protection systems, their supporting equipments, pollution control and other general safety equipments, related facilities and services;
26. The Purchaser shall not dispose waste / refuse arising in / from Schedule B Property in any place other than the places designated therefor;
27. The Purchaser shall not make any additions or alterations or cause damage to any portion of Schedule B Property and not to change the location of the toilets, kitchens or plumbing lines, the external colour scheme/elevation/facade/decor of “Shilpa Dachha”; and
28. The Purchaser shall not alter or subscribe to the alteration of the name of the Project, which shall always be known as “Shilpa Dachha”.



IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at Bangalore in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED

First Allottee Signature _____ Name _____ Address _____	
Second Allottee Signature _____ Name _____ Address _____	
Promoter (Authorized signatory) Signature _____ Name _____ Address _____	
1. Witness	2. Witness

