

AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") is executed on _____ day of _____ Two Thousand and _____ (_____/_____/20__), at Bengaluru.

By and Between

Mr. SUDIPTO DAS

Aged about 63 years,
S/o Late Gp. Capt. Suranjan Das,
Residing at: No. 431,
Varthur Road, Nagvarapalya,
K.R Puram Hobli,
Bengaluru South Taluk
Bengaluru- 560 093
PAN: AAGPD5415N

Hereinafter referred to as the "**SELLER**" (which expression shall, unless repugnant to the context, mean and include their heirs, nominees, legal representatives, administrators, executors, successors, assigns and any person claiming through or under them etc. represented by their General Power of Attorney holder **Assetz Buildwell LLP.**, having its Registered Office at No.2/1, Embassy Icon Annexe, Second Floor, Infantry Road, Bengaluru 560 001, represented by its Authorised Signatory Mr. _____ of the First Part

And

ASSETZ BUILDWELL LLP, having **LLPIN: AAD-7381** and **PAN: ABDFA0868N**, incorporated under the Limited Liability Partnership Act 2008 having its Registered Office at No.2/1, Embassy Icon Annexe, Second Floor, Infantry Road, Bengaluru 560 001, hereinafter referred to as the “**Developer**” represented by its Authorised Signatory Mr. _____ (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assigns) of the Second Part

AND

	<u>Applicant</u>	<u>Co-Applciant</u>
Name	Mr. _____	Mrs. _____
Aged about	_____ Years	_____ Years
Relation	S/o. Mr. _____	W/o _____
Both Residing at _____.		
PAN: _____		

hereinafter called the “**Purchaser/s**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her their heirs, nominees, legal representatives, administrators, executors, successors, assigns, of the Other Part

The Seller and Developer shall hereinafter collectively be referred to as the “**Promoters**” and the Promoters and Purchaser/s shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS,

- A.** The Seller is the absolute and lawful owner of all that piece and parcel of property bearing Site No. 2, New Municipal No. 431, with PID No. 83-108-431, situated at Nagavarapalya, (Benniganahalli village, K.R. Puram Hobli, Bangalore East Taluk) Varthur Road, Bangalore, measuring 48460.5 sq. ft., a residentially converted land, carved out of Sy. No. 141/2 of Benniganahalli Village, K.R Puram Hobli, Bengaluru East Taluk within the jurisdiction of BBMP-C.V Raman Nagar Ward (Ward No. 83), which is morefully described in Schedule A and hereinafter referred to as Schedule ‘A’ Property.
- B.** The father of the Seller herein late Gp. Capt. Suranjan Das purchased the Schedule ‘A’ Property vide registered Sale Deed dated 09.04.1965, bearing document No. 135/1965-66, at the Office of Sub Registrar, Bangalore South Taluk from Mr. B.M Ramaswamy.
- C.** The Schedule A Property has been converted from agricultural to non-agricultural residential purposes vide Official Memorandum dated 11.01.1968 issued by the Office of the Deputy Commissioner, Bengaluru District bearing No.B.Dis.ALN.SR. 8089.

- D. Gp. Capt. Suranjan Das died on 10.01.1970 leaving behind his last Will and Testament dated 13.08.1966. Under the said Will schedule 'A' Property along with other immovable properties were bequeathed in favour of his wife Mrs. Veronica Mary Alison Das.
- E. The said Mrs. Veronica Mary Alison Das died on 28.12.2010 leaving behind her last Will and Testament dated 04.06.2006 Under the said Will Schedule 'A' Property was bequeathed in favour of Mr. Sudipto Das, the Seller herein. The Seller and Mr. Carlos Da Costa as the executor of the Will applied for Probate of Will dated 04.06.2006 of Mrs. Veronica Mary Alison Das in P & SC 25001/2011 and obtained probate on 03.02.2014. By virtue of the Will dated 04.06.2006 and probate, the Khata is transferred in the name of Mr. Sudipto Das vide Khata Certificate bearing No. BMP/REV/2014-15/KC/921554 dated 22.01.2015 and Khata extract bearing No. BMP/Rev/2014-15/KE/1006865 dated 22.01.2015 issued by the Assisstant Revenue Officer, Bruhat Bengaluru Mahanagara Palike with PID No.83-108-431, which reflects Mr. Sudipto Das as the owner of the Schedule 'A' Property
- F. The Seller intending to develop the Schedule A Property into a multi-storeyed apartment building entered into a Development Agreement dated 19.08.2015 registered as Doc No.3535/2015-16 in the Office of the Sub Registrar K.R Puram, Bengaluru ("**DA**") with the Developer and also executed a corresponding General Power of Attorney dated 19.08.2015 registered as Doc No. 139/2015-16 in the Office of the Sub Registrar, K.R Puram, Bengaluru ("**GPA**") in terms of the Development Agreement for a project known as "**38 & Banyan**" hereinafter called as the "**Project**".
- G. The Developer has obtained the License for construction in the Schedule 'A' Property from Bruhat Bengaluru Mahanagara Palike vide BBMP/Addl.Dir/JD North/LP/0024/17-18 dated 14.12.2017. The Developer agrees and undertakes that it shall not make any changes to these layouts except in strict compliance with Section 14 of the Act and other laws as applicable. Accordingly, the Developer will be developing the Schedule 'A' Property for residential purpose into a multi-storied residential apartment buildings consisting of 38 apartments with amenities, and Common Areas of the Project more specifically detailed in **Annexure 3**. The Promoters are fully competent to enter this Agreement with all the legal formalities with respect to the right, title and interest of the Seller and the Developer in the Schedule 'A' Property on which Project is to be constructed.
- H. In terms of the DA, the Seller and the Developer have entered into a Sharing Agreement dated 14.12.2017 identifying their residential apartments developed on Schedule 'A' Property. Accordingly, the Schedule 'B' Property and Schedule 'C' Apartment have fallen to the share of the Developer and hence consideration stipulated herein and all other amounts payable by the Purchasers are paid to the Developer and such payment being treated as due payment to the Seller in view of the fact that the Seller is receiving his share of the built up area in the development from the Developer in lieu of the consideration for sale of proportionate undivided share in Schedule A Property.
- I. The Purchaser has applied for an Apartment in the Project **38 & Banyan** and has been allotted a BHK apartment No.having Carpet Area measuring sq. ft. (..... of Super Built up area), along with parking space in the basement, as permissible under the applicable law and of *pro rata* share in the common areas ("**Common Areas**") as defined under clause (n) of Section 2 of the Real Estate (Regulation and Development) Act 2016 ("**Act**")

(hereinafter referred to as the “**Apartment**” more particularly described in **Schedule ‘C’ Property** along with an undivided share in **Schedule ‘A’ Property** which is more fully described in **Schedule ‘B’ Property** hereunder to this Agreement. The floor plan of the apartment is annexed hereto and marked as **Annexure 1** to this Agreement.

- J.** 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.
- K.** 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.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Purchaser hereby agrees to purchase the Apartment and the parking along with the Schedule B Property as specified above.

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

1. DEFINITION AND INTERPRETATION

Unless the context otherwise requires, the definitions and the interpretation shall have the meaning set forth in the Real Estate (Regulation and Development) Act, 2016 (Central Act of 2016) and the corresponding Rules;

2. TOTAL SALE CONSIDERATION

2.1 Subject to the terms and conditions as detailed in this Agreement, the Developer agrees to sell to the Purchaser and the Purchaser hereby agrees to purchase, the Apartment specified in Schedule C hereunder. The Total Sale Consideration for the Apartment based on the carpet area is **Rs.** _____ **/-***
(Rupees..... Only)

Apartment No
Type: ____ BHK
Floor: _____
Carpet Area: _____ sq. ft
Super Built up Area: _____ sq. ft
No. of covered car parking space: _____ (_____)
Rate of Premises per sq. ft. on SBA: Rs: _____
Rate of Premises per sq. ft. on Carpet area: Rs: _____

*Rate is inclusive of existing taxes at prevailing rates and total sale consideration mentioned above is excluding stamp duty, registration charges and incidental charges for registration to be borne by the Purchaser/s

- i) The Total sale consideration above includes taxes (consisting of tax paid or payable by the Promoter by way of GST Cess, Levies and all/any other applicable taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the Apartment;

The Promoter shall periodically intimate to the Purchaser/s, the amount payable as stated in 2.1 above and the Purchaser/s shall make payment within 15 (fifteen) days from the date of such written intimation. In addition, the Promoter shall provide to the Purchaser 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;

- ii) The Total Sale Consideration of the Apartment includes: 1) pro rata share in the Common Areas; and 2) covered car parking(s) as provided in the Agreement.
- iii) The Total Sale Consideration, subject to changes in tax rates, is escalation-free, save and except the increase in tax which the Purchaser/s hereby agrees to pay, due to increase on account of development / improvement / betterment 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 Developer undertakes and agrees that while raising a demand on the Purchaser for increase in development / improvement / betterment charges, cost / charges imposed by the competent authorities, the Developer shall enclose the said notification / order / rule / regulation to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.

3. PAYMENT, DELAYS AND DEFAULT

- 3.1 The Purchaser(s) shall make the payment as per the Payment Plan set out in **Annexure 2 ("Payment Plan")**.
- 3.2 The Purchaser has paid a sum of Rs...../- (Rupees.....only) being the 10% of the Total Consideration as advance, being part payment towards the Total Sale Consideration of the Apartment on allotment of apartment the receipt of which the Developer hereby acknowledges and the Purchaser hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan and as may be demanded by the Developer within the time and in the manner specified therein.
- 3.3 All payments under the Payment Plan shall be made by way of Demand drafts / cheques payable or through RTGS/NEFT/online transfer in the name of "**Assetz Buildwell LLP**". In case any cheque/s issued by the Purchaser is/are dishonoured for any reason in respect of the payments as per the Payment Plan hereto, the Purchaser/s is/are not only liable for lawful action by the Promoters but also be liable to charges collected by the Bank.
- 3.4 The Developer has further informed the Purchaser and the Purchaser is fully aware that the default in payments of the balance amount would result in the Developer incurring payment of bank interest and delays in the entire Project which would consequently affect other Purchasers and as such Purchaser/s undertakes to pay the instalments on due dates

after serving a prior notice about the payment of dues on the aforesaid dates for the remainder Sale Consideration / other sums. However, a remainder by the Developer for a payment shall not be a waiver of its rights herein or deemed to be an extension of time for payment.

- 3.5 The Purchaser shall be solely responsible to deduct taxes at source at the rate of 1 per cent on the Total Sale Consideration, as required under section 194IA of the Income-tax Act, 1961 ("the IT Act") for each of the payments made towards the Total Sale Consideration and comply with the provisions of the IT Act. The Purchaser also undertakes to issue a certificate of deduction of tax in Form 16B to the Promoters on or before 5th day of the subsequent month of deduction.
- 3.6 If any default by the Purchaser in payment of instalments on the due dates continues for a period of 15 days from the due dates mentioned as per Payment Plan annexed hereto and despite having given continuous notices in this regard, the Purchaser has not rectified the breach, it shall be construed as breach of this Agreement by the Purchaser and without prejudice to any other rights of the Promoters, the Purchaser agrees that the Promoters anytime thereafter will be entitled to cancel the allotment of the Apartment in favour of the Purchaser and refund the amount paid by the Purchaser by deducting the Booking Amount and interest liabilities, brokerage and other costs in relation to the sale of the Apartment within 60 days and this Agreement shall thereupon stand terminated.
- 3.7 During the notice period and for delayed payment the Purchaser shall be liable to pay interest on the outstanding of the Sale Consideration calculated at the rate of prevailing Interest rate of State Bank of India Marginal Cost Lending Rate plus two percent. In case of the interest to be paid by the Purchaser as set out in this clause becoming due, the Purchaser agrees that amounts paid by the Purchaser would be first adjusted towards the interest payable by the Purchaser and the balance amount will be adjusted towards the instalment due. If there is any shortfall in payment of the instalment/s, the Purchaser will be required to pay such shortfall immediately to make up the instalment/s which are due and payable. The Purchaser has agreed that acceptance of any delayed instalment with interest due thereon shall not be considered as the waiver of the right of the Developer to terminate this Agreement for reasons of any subsequent breach of the Purchaser.
- 3.8 Upon termination of this Agreement, the Purchaser/s shall not have any claims over the Schedule B and C Properties. The Developer shall be entitled to deal with Schedule B and C Properties as they may deem fit for their benefit without reference to Purchaser/s.
- 3.9 The Purchaser shall authorise the Developer to appropriate or adjust all payments made by him / her under any head of dues against lawful outstanding if any, in the name of Purchaser, at the sole discretion of the Developer and the Purchaser undertakes not to object/demand /direct the Developer to adjust the payments in any manner.

4. LOAN:

- 4.1 If the Purchaser/s is/are desirous of obtaining a loan to finance the fulfil his/her/their obligations under this Agreement, the Purchaser shall at his/her/their own cost, expense, apply for such loan (hereinafter called 'the Loan') from a bank, housing finance institutions or any other financial institution (hereinafter called 'the Financier') and execute all necessary forms and documents and pay all fees, legal costs, stamp duty expenses, etc., in respect thereof.

- 4.2 The Purchaser undertakes to do all acts, things and take all steps that are required to get the loan amount disbursed and paid to the Developer without any delay and in the manner mentioned in this agreement.
- 4.3 Notwithstanding whether the loan is obtained or not, the Purchaser shall still be liable to pay to the Developer on the due dates, the relevant instalments and all other sums due under this Agreement and in the event if there is any delay and/or default is made in payment of such amount/s, the Purchaser shall be liable to the consequences including payment of interest on the outstanding payments as provided in this Agreement.
- 4.4 If the Purchaser fails to obtain the Loan for any reasons whatsoever, the Developer shall not in any way be liable to the Purchaser/s for any loss, damage, cost or expense howsoever arising or incurred and such failure to obtain the loan shall not be a ground for any delay in the payment or for any non-payment on due dates of any amounts set out in this Agreement.
- 4.5 The Purchaser shall indemnify and keep the Developer, its directors, its agent, representatives, employees, estate and effect indemnified and harmless against the payments and observance and performance of all the covenants and conditions and any loss, damage or liability that may arise due to non-payment, non-observance or non-performance of the said covenants and conditions by the Purchaser/s as mentioned in the Agreement.
- 4.6 The Purchaser agrees that in case the Purchaser opts for a loan arrangement with any financial institutions / banks, for the purchase of the said Apartment, the conveyance of the said Apartment in favour of the Purchaser shall be executed only upon the Developer receiving "No Objection Certificate" from such financial institutions/banks from where the Developer has availed financial assistance for development of the said project.
- 4.7 If the Purchaser has taken housing loan facility from any financial institution or the bank, and if this Agreement is cancelled and/or terminated, based on the terms of such loan, after deduction of Booking Amount and interest liabilities, the balance amount would be handed over to the financial institution or the bank, and against the receipt of such amount, the bank/financial institution shall forthwith issue "no dues certificate" in favour of the Developer and hand over the original of this Agreement that may be deposited by the Purchaser or cause the Purchaser to hand over this Agreement against the Developer paying the amounts to the bank or any financial institution and the Developer shall be entitled to deal with Schedule B and C Property in any manner with a third party.

5. CONSTRUCTION

- 5.1 The Developer shall construct the Schedule C property as per the Plan and in accordance with the specification set out herein. The Purchaser hereby acknowledges that he/she/it has reviewed the Plan and the specification and has approved the same.
- 5.2 It is agreed that the Developer shall not make any additions and alterations in the sanctioned plans, layout plans and specifications, which is more fully detailed in hereunder to this Agreement and the nature of fixtures, fittings and amenities described therein in

respect of the apartment or building as the case may be, without the previous written consent of the Purchaser. Provided that the Developer may make such minor additions or alterations as may be required by the Purchaser, or such minor changes or alterations in accordance with the provisions of the Act.

- 5.3 The Developer shall confirm the final Carpet Area that has been allotted to the Purchaser after the construction of the Building 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 Sale Consideration payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is any reduction in the carpet area then Developer shall refund the excess money paid by Purchaser within Sixty days from the date of recalculation and confirmation of area along with interest at prevailing Interest rate of State Bank of India Marginal Cost Lending Rate plus two percent per annum from the date when such an excess amount was paid by the Purchaser. If there is any increase in the Carpet Area allotted to Purchaser, the Developer shall demand that from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 2.1 of this Agreement.

6. COMPLETION AND DELIVERY OF POSSESSION:

- 6.1 Subject to the purchaser having complied with its obligations under this Agreement the possession of the Schedule 'C' Property in Schedule 'A' Property will be delivered by the Developer to the Purchaser by -----. The date of completion and handing over of possession may be extended by such time as the Developer for reason of any Force Majeure that the Developer may inform to the Purchaser in writing.
- 6.2 In case of proven wilful delay in delivery of the Apartment for reasons other than what is stated above, the Developer shall pay the Purchaser/s damages at prevailing Interest rate of State Bank of India Marginal Cost Lending Rate plus two percent per annum on the amount paid by the Purchaser till date for such delay, after the date of completion and handover of possession as mentioned in Clause No. 6.1 provided the Purchaser/s has/have paid all the amounts payable as per this Agreement and on time without any delay and within the stipulated period and has not violated any of the terms of this Agreement.
- 6.3 The Developer, upon obtaining the Occupancy Certificate from the competent Authority shall offer in writing the possession of the Apartment, to the Purchaser in terms of this Agreement to be taken within Two months from the date of issue of such notice and the Developer shall give possession of the Apartment to the Purchaser provided all the amounts due and payable by the Purchaser/s under this Agreement are fully paid in time to the Developer.
- 6.4 The Developer agrees and undertakes to indemnify the Purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Developer. The Purchaser agree(s) to pay the maintenance charges as determined by the Developer / association of Purchasers, as the case may be. The Developer within Seven days of the receipt of the Occupancy Certificate, shall inform about the receipt of the Occupancy Certificate to the Purchaser in writing to take possession of Apartment.

- 6.5 The Purchaser/s shall be liable to bear and pay to the Developer the following expenses within 10 days after notice by the Developer to the effect that the Schedule 'C' Property is ready for use and occupation by the Purchaser/s, irrespective of whether the Purchaser/s takes possession or not:
- Applicable electricity and water demand charges;
 - Property taxes in respect of the Schedule 'C' Property and other outgoings and expenses incurred by the Developer for maintenance of the Schedule 'C' Property;
 - Purchasers share of common maintenance expenses i.e., proportionate share of insurance premium, wages for the persons appointed by the Developer to manage and look after the Common Areas and facilities such as property manager, security guards, gardeners, plumbers, electricians, generator operators, sweepers etc., expenses incurred by the Developer or the agency appointed for maintaining all the Common Areas and facilities such as electricity charges, water charges, housekeeping consumables etc.;
- 6.6 The Purchasers shall receive possession of Schedule 'C' Property on or before the dates stipulated by the Developer in writing, by executing Sale Deed and getting the same registered and in addition executing the necessary indemnities, undertakings and such other documentation as prescribed in this Agreement. It is agreed upon that the applicable stamp duty, registration fee and incidental charges towards registration of the Sale Deed, as notified by the Government from time to time, shall be borne by the Purchasers.
- 6.7 In case the Purchaser/s default/s in registering the Sale Deed beyond the period of Two months from the date of information sent by the Developer in writing, the Developer shall have the right to terminate this agreement after forfeiture of 10% of the Total Sale Consideration. Subsequently, the Developer shall refund the balance, if any, after adjusting all outstanding amounts, including interest on delayed payments, taxes and brokerage paid if any, after Sixty days from the date of such cancellation.
- 6.8 The Purchaser/s shall not undertake by himself before/after delivery of possession of Schedule 'C' Apartment, any work/s relating to additions / deletions / modifications/changes in position etc., of the windows, doors, overall footprints of the apartment, internal layout of the apartment, toilets and kitchen, sit outs/balconies/decks (covered or uncovered), lofts/ledges, staircase/ladders, architectural features (external/internal), fabrication works (grills, balcony railings) and external painting, other than what is provided for in the approved plans of Developer. The Developer's decision shall be final and the Purchaser/s shall not interfere or question the design, cost, construction processes etc., implemented by the Developer.
- 6.9 All interior related works that the Purchaser/s may take up on his/her/their own can be taken up only after handing over possession of the Apartment to the Purchaser/s by the Developer. The Purchaser/s shall carry out interior works only on week days during the day time between 9 A.M. and 6 P.M. The Developer does not owe any responsibility for any breakages, damages caused to any of the finishing works or to the structure already handed over to the Purchaser/s/s but originally carried out by the Developer and the Purchaser shall be liable to rectify such breakages/damages immediately. The Developer is not liable for any thefts during the course of the interior works.

7. OBLIGATIONS, REPRESENTATIONS AND WARRANTIES OF PURCHASER/S

- 7.1 The Purchaser/s shall be bound by the obligations and restrictions which are necessary in the interest of the timely delivery of Schedule C Property and completion of development of Schedule 'A' Property.
- 7.2 The Purchaser/s has agreed that within the Schedule 'A' Property, all areas comprising of roads, footpaths, open spaces, garden landscapes, amenities swimming pool, all other facilities, internal road, water tanks, supply networks and reservoirs, sewer networks and sewerage treatment plan, storm water drainage, electric poles, etc., will always remain the property of the Developer until entire development in Schedule 'A' Property is completed eventually and handed over to the Owners' Association . However, the Purchaser/s is allowed on restricted basis to use such areas and benefits of such facilities subject to the Purchaser/s regularly and promptly paying their proportionate share of the outgoings taxes, costs, charges, expenses and all other amounts as may be demanded by the Developer.
- 7.3 The Purchaser/s agrees that he/she/they shall park their two wheelers/cars or Light Motor Vehicles only at the specific Car Park space specifically allocated to them and not at any other place, around the building.
- 7.4 The Purchaser understands that the conveyance of the said Apartment shall not be performed until the Purchaser performs and fulfils all the obligations and completes all the payments under the agreement.
- 7.5 The Purchaser undertakes to pay all the statutory dues pertaining to the Apartment including but not limited to municipal taxes, rates and cesses, electrical, domestic and non-domestic water charges, insurance charges etc. Further, the Purchaser understands that he shall be obligated to pay proportional share of expenditure incurred for the maintenance of the Common Areas.
- 7.6 The Purchaser shall be liable to pay interest as set out in clause 3.7 of this Agreement in case of any delay of payment towards any amount or charges to be paid as set out in clause 3.7 of this Agreement.
- 7.7 The Purchaser shall be liable to take physical possession of the Apartment within a period of Two months of the occupancy certificate issued for the said Apartment, provided, the Developer informs about the same in writing.
- 7.8 The Purchaser shall participate towards registration of the conveyance deed of the Apartment and towards the formation of an association or society or cooperation society of the Purchaser of the Project.
- 7.9 The Purchaser/s covenants with the Developer as follows: -

- a) To maintain the Schedule C Property at his/her/their own cost in good and tenantable condition, from the date the said Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Schedule C Property is situate, which may be against the rules, regulations or bye-laws of concerned local or any other authorities or change/alter or make addition in or to the building in which the said Apartment is situated and in the said Apartment itself or any part thereof.
- b) Not to store in the Schedule C Property any goods which are of hazardous, combustible or dangerous nature or are so heavy as to endanger the construction or structure of the building in which the Schedule C Property is situated or storing of goods which is objected to by the concerned local or other Authority and shall not carry or cause to be carried heavy packages, which may damage or are likely to damage the staircase, elevator, common passage or any other structure in the Project. The Purchaser/s/s, on account of negligence or such default on his/her/their part in this behalf shall be liable for the consequences of such breach.
- c) The Purchaser 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 Purchasers 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.
- d) To carry at his/her/their own cost, all internal repairs to the Schedule C Property and to maintain the Schedule C Property in good condition and shall not do or suffer to be done anything in or to the Project or the said Apartment which may be against the rules and regulations and bye-law of the concerned Authority/ authorities. In the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned Authority and/or to the Developer.
- e) Not to demolish or cause to be demolished the Schedule C Property or any part thereof, nor at any time make or cause to be made any addition or any alteration in the elevation and outside colour scheme of the building in which the Schedule C Property is situated and shall keep the portion, sewers, drains pipes in the Schedule C Property and appurtenances thereto in good, tenantable and repairable condition and in particular, so as to support, shelter and protect the other parts of the building in which the Schedule C Property is situated and shall not chisel or in any other manner damage the columns, beams, walls, slabs or R.C. or other structural items in the said Apartment without the prior written permission of the Developer.
- f) Not to do or omit or permit to be done any act or thing which may render void or voidable any insurance of the Schedule A Property and the building in which the Schedule C

Property is situated or any part thereof or whereby any increase in premium shall become payable in respect of the said Project and/or the Schedule C Property.

- g) Not to throw crackers, dirt, rags, garbage or other refuse or permit the same to be thrown from the Schedule C Property in the compound or any portion of the said Schedule A Property and the building in which the said Apartment is situated.
- h) Not to in any manner obstruct or cause obstruction to any of the entries or exits of the Project or obstruct any open place meant to be retained as open place or obstruct free movement of vehicles including fire tenders, and such other vehicles required to ensure safety and statutory compliance.
- i) Not to install any additional tanks in the Apartments;
- j) To pay within 15 days of demand by the Developer his / her / their share of security deposit / charges / premium / statutory demands demanded by the concerned local Authority or Government and/or others for any reason/s whatsoever including for providing water, drainage, electricity or any other service/connection/facility to the building in which the Schedule C Property is situated.
- k) The Purchaser/s shall not use the Schedule C Property for any purpose other than for residential use and shall not use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the other premises in the said building/Project or for any illegal or immoral purpose.
- l) The Developer shall be entitled, with or without workmen, surveyors and other agents at all reasonable times, to enter into and upon the Schedule C Property and the said building or any part thereof.
- m) The Purchaser/s is aware that the Seller and the Developer will be executing Deed of Declaration under the provisions of the applicable law and rules made there under and submit the same for registration under the said Act and the Purchaser/s shall be required to abide by the said declaration and bye-laws annexed thereto and become the member of the Owners' Association by signing the required documents as called upon by the Developer
- n) The Purchaser/s covenants that the Purchaser/s shall comply with all the rules and regulation pertaining to electrical installations, fire safety equipment and services, pollution control and general safety equipment and services as may be prescribed by the statutory Authority and/or the association of owners.
- o) The Purchaser/s shall under no circumstance enclose the balconies with any kind of grill/aluminium windows/fibre glass etc.
- p) The Purchaser/s shall not in any manner obstruct or cause obstruction to any of the entries or exits of the development area or obstruct any open place meant to be retained as open place or obstruct free movement of vehicles including fire tenders,

and such other vehicles required to ensure maintenance, safety and statutory compliance.

- q) The Purchaser/s shall, as and when informed that the Schedule C Property is complete, come forward to take possession and pay all the amounts due under this agreement. The Purchaser/s is also aware and agrees that the common amenities and facilities of the said development shall be completed from time to time, some of them by end of the completion of the said overall development.
- r) The Purchaser/s undertakes that they shall not hinder or prevent the progress of the construction of any part of other phase in any manner and undertake that they shall not raise any objection on whatsoever ground including dust, noise, pollution, nuisance or annoyance that may be caused due to such construction nor they will hinder the use of the specified area sold or allotted.
- s) If any development and/or betterment charges or other levies are charged, levied or sought to be recovered by any Public Authority in respect of the Schedule A Property, the same shall be borne and paid by the Purchaser/s in proportion to his/her/their/its undivided share in the Schedule B Property.
- t) That the Purchaser shall bear and pay any new levies / charges / taxes levied by the Central and / or the State Government for the development of the Apartment which are not levied currently. Any Goods and Service tax or such all/any/other taxes if levied or to be levied by competent authorities under the law, in respect of any services which the Developer would be rendering to the Purchaser pursuant to this Agreement, shall also be borne by the Purchaser and the Purchaser will indemnify the Seller and the Developer of any instances of taxes on this Agreement, accruing in future.
- u) The Purchaser/s agrees and understands that the Purchaser/s shall have conditional right of usage of the facility which may be provided in the club within the Project. This right of usage is limited to the club within the Project only and is subject to the fulfilment of the terms and conditions as stipulated in this Agreement or any further agreement as decided by the Developer or the Maintenance Agency nominated by the Developer. The Developer / Maintenance Agency shall have the right to formulate the management, structure and policy, rules and regulations for the said club and upon intimation of the formalities to be complied with by the Developer, the Purchaser/s undertakes to fulfil the same. It is understood that the club usage is limited only to the occupants of the Apartments in the Project and the Developer may make suitable provisions and covenants to this effects and in the necessary documents which the Purchaser/s agrees and undertakes to comply with, without raising any objection. It is understood that the entire operating cost of the said club facilities improvement/upgradations to be carried over a period of time, direct usage charges of the facilities used and items consumed by the Purchaser/s from time to time, shall in

no way constitute any portion of the Total Sale Consideration of the Said Apartment and shall be paid extra by the Purchaser/s.

- v) The Purchaser agrees and undertakes to use the Schedule C Property – Apartment for residential purposes only and shall not use for any other commercial or illegal activities. The basement(s) and service areas, if any, as located within the project, 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, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Purchaser shall not be permitted to use the service 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 Purchasers formed by the Purchasers for rendering maintenance services.
- w) That the Purchaser shall be in compliant with all the rules and regulations pertaining to the Common Areas of the Project.

8. ASSIGNMENT

The Purchaser/s shall not assign/transfer his/her/their interest under this Agreement without the prior written consent of the Developer and the lock-in period for the assignment shall be 24 months. It is explicitly made clear that the Developer is not obligated to give their consent for any assignment by the Purchaser/s as this contract is exclusive in nature. Any relaxation is at the sole discretion of the Developer. It is also agreed by the Purchaser/s that the first priority for the assignment shall be given to the Seller/Developer without any demur. However, the first right of refusal shall also vest with the Developer. It is also agreed that in the event the Developer gives its consent for assignment of Purchaser/s's interest in this Agreement, the Assignee/s shall comply with all the terms and conditions which the Purchaser/s is/are required to comply and Developer shall be entitled to deduct/ charge of Rs.200/- per sq. feet on super built up area of the Schedule C Property with applicable taxes as their administrative charges/transfer fee for giving such consent.

9. REPRESENTATIONS AND WARRANTIES OF THE SELLER AND DEVELOPER

The Seller and Developer hereby represents and warrants to the Purchaser as follows:

- a) The Seller 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;
- b) The Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- c) There are no encumbrances upon the Schedule A Property
- d) To the knowledge of the Seller and the Developer there are no litigations pending before any Court of law with respect to Schedule 'A' Property, Project or the Apartment.

- e) The land and the Project are not the subject matter of any notice for acquisition, or any other notice which may adversely affect the marketability of title of the Schedule 'A' Property or the continued retention, use or enjoyment thereof, and there is no order of restrain by any court or order from any Authority prohibiting or restraining the alienation of the Schedule 'A' Property in the manner herein contemplated;
- f) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Schedule 'A' Property and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Schedule A Property, Building and Apartment and common areas;
- g) The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;
- h) The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to Schedule 'A' Property, including the Project and the said Apartment which will, in any manner, affect the rights of Purchaser under this Agreement;
- i) The Promoters confirms that the Promoters are not restricted in any manner whatsoever from selling the said Apartment to the Purchaser in the manner contemplated in this Agreement;
- j) At the time of execution of the Conveyance/Sale Deed the Promoters shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Purchaser and the Common Areas to the Association of the Purchaser;
- k) 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;
- l) The Developer has duly paid and agrees to continue to pay all outgoings before transferring the physical possession of the apartment to the Purchasers, which it has collected from the Purchasers, for the payment of outgoings (including Schedule A Property 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, governmental dues and other monies levies, impositions, premiums, damages and / or penalties and other outgoings, whatsoever, which are related to the project), till the date of obtaining Occupancy Certificate. If the Developer fails to pay all or any of the outgoings collected by it from the Purchasers or any liability, mortgage loan and interest thereon before transferring the apartment to the Purchasers, the 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 thereof by such Authority or person.

- m) To the knowledge of the Seller and the Developer 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 Schedule A Property) has been received by or served upon the Promoter in respect of the Schedule A Property and/or the Project.
- n) In the event the Developer has defaulted in payment of any of the outgoings collected from the Purchaser which are payable to the Government Authority, the Developer shall be liable to pay such defaulted outgoings along with applicable penalties, even after the handover of Project to the Association.

10. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

10.1 The Purchaser acknowledges that the Seller and Developer have entered this Agreement and as agreed to purchase the Schedule 'B' Property, based on the representations and warranties set out below (the "**Purchaser Warranties**")

- a) The Purchaser has the power to enter into and perform this Agreement and upon execution, this Agreement, would constitute legal, valid and binding obligations on the Purchaser;
- b) The Purchaser has been furnished with copies of all the title deeds relating to Schedule 'A' Property and the Purchaser after being satisfied with the title of the Sellers to the Schedule 'A' property and the Seller's / Developers right to develop Schedule A Property has entered into this Agreement;
- c) The Purchaser has been provided and has inspected the documents of title, relating to the Schedule 'A' Property belonging to the Sellers. The Purchaser has also studied the legal opinion furnished, the plan sanctions, specifications of the Project and the Disclosures. The Purchaser, after taking legal advice and after being satisfied with the title and having understood the plan sanctions, specifications of the Project and, the rights of the Developer and the Disclosures made by the Sellers and the Developer, has entered this Agreement.
- d) The Purchaser is entering this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Purchaser hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any Competent Authority in respect of the Apartment at his/ her own cost. The Purchaser shall obtain permission in writing from the Developer to visit the Schedule 'A' Property at the time of construction and follow all the safety standards and procedures required under law.
- e) The Purchaser is made aware of the Disclosures made by the Developer to the Purchaser pertaining to the Project and the development of the Project as detailed in clause 13 below and has consented to the same without having any objections.

11. COMPLIANCE OF LAWS RELATING TO REMITTANCES

- 11.1 The Purchaser, 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 Developer with such permission, approvals which would enable the Developer to fulfil 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 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.
- 11.2 The Developer accepts no responsibility in this regard. The Purchaser shall keep the Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser to intimate the same in writing to the Developer immediately and comply with necessary formalities if any under the applicable laws. The Developer shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser and such third party shall not have any right in the application/allotment of the said Apartment applied for herein in any way and the Developer shall be issuing the payment receipts in favour of the Purchaser only.

12. RIGHTS OF THE PURCHASER

- 12.1 The Purchaser shall have the right to the Apartment as mentioned below:
- (i) Exclusive ownership of the Apartment;
 - (ii) Undivided proportionate share in the Common Areas. Since the share / interest of Purchaser in the Common Areas is undivided and cannot be divided or separated, the Purchaser 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 to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable.
 - (iii) Free and uninterrupted passage of water, gas, electricity, sewerage etc. from and to the Schedule 'A' Property through the pipes, wires, sewer lines, drain and water courses, cables which are or may at any time hereafter be, in under or passing through the Schedule 'A' Property or any part thereof;
 - (iv) Lay cables or wires for radio, television, telephone and such other installations through designated conduits, ducts and shafts in any part of the Project, however, recognizing and reciprocating such rights of the other owners;

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

13. DISCLOSURES:

- 13.1 The Purchaser acknowledges and confirms that the Developer has fully disclosed to the Purchaser and the Purchaser has reviewed all of them and after having understood the implication thereof has entered into this Agreement and the Purchaser has agreed to all of the Disclosures and the Purchaser, expressly grants its consent and no objection to the Developer to undertake every action as per Disclosures.
- a) That, the Common Area of the Project are subject to modifications thereto depending upon the technical feasibility and for the betterment of the Project.
 - b) That, the Apartments can be used in terms of the rules and regulation formulated by the Developer and or the Association of Owners as well as the terms set out in the Association Agreement executed by the Association and the operator of the Common Area of the Project.
 - c) That, the Developer will be executing the Deed of Declaration and the Association shall be executing the Maintenance Agreement with the operator. The Deed of Declaration, inter alia, would also include the obligations of the Purchaser to comply with the Maintenance Agreement.
 - d) That, the Developer will be forming an Association of Owners for the management and maintenance of Common Area under the provisions of the applicable law pertaining to the Project and a Deed of Declaration as may be executed by the Developer.
 - e) That, the Developer has availed financial facility from _____ and in view thereof, the Developer has deposited the documents of title, evidences, deeds and writings in respect of the Schedule A property with the Bank have provided its no objection to the Developer to proceed with the execution of this Agreement. The undivided share agreed to be sold under this Agreement would be released from the charge, if the Purchaser takes a loan or before the conveyance of the undivided share agreed to be sold in terms hereof, whichever is earlier.

14. ADJUSTMENT/APPROPRIATION OF PAYMENTS

The Purchaser authorizes the 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 Developer may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Developer adjust his payments in any manner.

15. CONSTRUCTION OF THE PROJECT OR APARTMENT

The Purchaser has seen the specifications of the Apartment and accepted the Floor Plan, Payment Plan and Specifications annexed along with this Agreement as (Annexure 1, 2 & 3) as represented by the Developer. The Developer shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the 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 Bruhat Bengaluru Mahanagara Palike 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 his term by the Developer shall constitute a material breach of the Agreement.

16. CANCELLATION BY PURCHASER

The Purchaser shall have the right to cancel/withdraw his/her/their allotment in the Project as provided in the Act. Provided that where the Purchaser proposes to cancel/withdraw from the project without any fault of the Developer, the Developer herein is entitled to forfeit the 10% booking amount/Advance paid for the allotment along with the interest on any delayed payments/non-payment and brokerage. The balance amount of money paid by the Purchaser shall be returned by the Developer to the Purchaser within Sixty days of such cancellation.

17. COMPENSATION

The Developer shall compensate the Purchaser in case of any loss caused to him due to defective title of the Schedule A Property, 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. Except for occurrence of a Force Majeure event, if the Developer fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; 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 Developer shall be liable, on demand to the Purchasers, in case the Purchaser 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 Apartment, with interest at the rate specified in the Real Estate (Regulation and Development) Rules ("Rules") within Sixty days including compensation in the manner as provided under the Act. Provided that, if the Purchaser does not intend to withdraw from the Project, the Developer shall pay the Purchaser interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment.

18. CLUB HOUSE

The Purchaser/s shall be eligible to utilize the Club facilities (Club) provided in the Schedule 'A' Property according to the terms and conditions and payment of the amounts prescribed by Developer or by Agency appointed by Developer to run and manage the Club or by the Owners Association on its formation. The Purchaser/s as long as he/she/they remain occupant of the apartment in "38 & Banyan", shall be entitled to use the 'Club', subject to (i) strict observance of the rules of the Club, framed by the Developer/Association; (ii) the payment of the subscriptions as may be fixed from time to time by the Developer and/or Association; (iii) the payment of charges for usage as may be fixed from time to time by the Developer/Association; Both the parties agree that non-completion or non-operation of Club or any of the above facilities shall not be deemed as delay in handing over the possession of the Schedule C Apartment. The Purchaser/s shall take possession of the Schedule C Apartment on payment of all sums even if Club and above facilities are not complete or non-operational.

19. EVENTS OF DEFAULTS AND CONSEQUENCES

19.1 Subject to the Force Majeure, the Developer shall be considered under a condition of Default, in the following events:

- (i) Developer fails to provide ready to move in possession of the Apartment to the Purchaser within the time period specified. For the purpose of this clause, ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects.
- (ii) Discontinuance of the 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.

19.2 In case of Default by Developer under the conditions listed above, Purchaser is entitled to the following:

- (i) Stop making further payments to Developer as demanded by the Developer. If the Purchaser stops making payments, the Developer shall correct the situation by completing the construction milestones and only thereafter the Purchaser be required to make the next payment without any penal interest; or
- (ii) The Purchaser shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Purchaser under any head whatsoever towards the purchase of the apartment, along with interest at State Bank of India Marginal Cost Lending Rate plus 2 per cent within Sixty days of receiving the termination notice.

Provided that where the Purchaser does not intend to withdraw from the project or terminate the Agreement, shall be paid, by the Developer, prevailing interest

rate of State Bank of India Marginal Cost Lending Rate plus two per cent per annum till the handing over of the possession of the Apartment.

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

- (i) In case the Purchaser fails to make payments for consecutive demands made by the Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Purchaser shall be liable to pay interest to the Developer on the unpaid amount at the prevailing interest rate of State Bank of India Marginal Cost Lending Rate plus two percent.
- (ii) In case of Default by Purchaser under the condition listed above continues for a period beyond consecutive months after notice from the Developer in this regard, the Developer shall cancel the allotment of the Apartment in favour of the Purchaser and refund the amount money paid to him by the Purchaser by deducting the booking/advance amount and the interest liabilities and this Agreement shall thereupon stand terminated.

20. MAINTENANCE OF THE COMMON AREAS OF APARTMENT OR PROJECT

20.1 The Developer may undertake maintenance and upkeep of common areas and facilities in '38 & Banyan' and Club House till formation of the Owner's Association formed by the Purchasers of the apartments in '38 & Banyan'. The Purchaser/s shall pay to Developer or Association proportionate sums for maintenance of common areas and facilities in '38 & Banyan'.

20.2 The Purchaser/s shall permit the Developer and/or Association if formed, their agents, with or without workmen at all reasonable times to enter into and upon the Schedule 'C' Property or any part thereof for the purpose of repairing, maintaining, re-building, cleaning and keeping in order and condition all services, drains, or other conveniences belonging to or servicing or used for the Schedule A Property and also for the purpose of laying, maintaining, repairing and testing drainage, water pipes and electric wires and for similar purposes and also for the purpose of cutting off the supply of water and electricity and other facilities etc., to the Schedule C Property who have defaulted in paying their share of the water, electricity and other charges and common expenses.

21. DEFECT LIABILITY

It is agreed that in case of defect in RCC structural members only, is brought to the notice of the Developer within a period of 5 (five) years by the Purchaser from the date of handing over of possession, it shall be the duty of the Developer to rectify such defects without further charge, within 30 (thirty) days of notice, and in the event of Developer's failure to rectify such defects within such time, the aggrieved Purchasers shall be entitled to receive appropriate compensation in the manner as provided under the Act. However, the Developer shall not be responsible for routine/non-structural cracks resulting from differential co-efficient of thermal expansion, non-monolithic joints, seasoning effects,

sweating of walls, etc. and such other defects caused due to normal wear and tear, abuse and improper usage.

22. 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.

23. DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Developer executes this Agreement he shall not mortgage or create a charge on the [Apartment/Building] 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 Purchaser who has taken or agreed to take such Apartment.

24. THE APPLICABLE LAW

The Developer has assured the Purchasers that the project in its entirety is in accordance with the provisions of the applicable law.

25. BINDING EFFECT

Forwarding this Agreement to the Purchaser by the Developer does not create a binding obligation on the part of the Developer or the Purchaser until, the Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within thirty days from the date of receipt by the Purchaser. 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, then the Developer shall serve a notice to the Purchaser for rectifying the default, which if not rectified within thirty days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and the Developer is entitled to forfeit the booking amount paid by the Purchaser.

26. 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 Apartment.

27. RIGHT TO AMEND

This Agreement may only be amended by the Parties on change of regulations or as required by law.

28. PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER OR SUBSEQUENT PURCHASERS

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein in this Agreement and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchasers of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes. Such transfers shall carry a transfer fee of Rs.200/- per sq. feet on super built up area of the Schedule C Property with applicable taxes

29. WAIVER NOT A LIMITATION TO ENFORCE

- 29.1 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 in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Purchaser that exercise of discretion by the Developer in the case of one Purchaser shall not be construed to be a precedent and /or binding on the Developer to exercise such discretion in the case of other Purchasers.
- 29.2 Failure on the part of the Developer 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.

30. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

31. 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.

32. 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, or at some other place, which may be mutually agreed between the Developer and the Purchaser, in after

the Agreement is duly executed by the Purchaser and the Developer or simultaneously with the execution the said Agreement.

33. NOTICES

That all notices whether in physical form or by way of electronic mail, to be served on the Purchaser and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Developer by Registered Post at their respective addresses specified below:

To the Purchaser/s

1. **Ms.(Mr.)**
2. **Mrs.**

(address:)

To the Developer

ASSETZ BUILDWELL LLP

Embassy Icon Annexe, Second Floor,
Infantry Road, Bengaluru 560 001

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

34. JOINT PURCHASERS

That in case there are Joint Purchasers all communications shall be sent by the Developer to the Purchaser 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 Purchasers.

35. 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.

36. DISPUTE RESOLUTION

All or any disputes arising out of this agreement including the interpretation, validity of the terms, the respective rights and obligations of the Parties, shall be addressed, settled or resolved as per the provisions of The Real Estate (Regulation and Development) Act 2016 and The Karnataka Real Estate (Regulation and Development) Rules 2017.

SCHEDULE 'A'

All that piece and parcel of property bearing Site No. 2, New Municipal No. 431, with PID No. 83-108-431, situated at Nagavarapalya, Benniganahalli, K.R. Puram Hobli, Varthur Road, Bangalore, measuring 48460.5 sq. ft., a residentially converted land, carved out of Sy. No. 141/2 of Benniganahalli Village, K.R Puram Hobli, Bengaluru East Taluk within the jurisdiction of BBMP- C.V Raman Nagar Ward (Ward No. 83) and bounded on the:

East by : Plot No. 3 of Sy. No. 141/2
West by : Plot No. 1 of Sy. No. 141/2.
North by : Bangalore-Varthur Road
South by : Land belonging to Sri. Geddalalahalli Muniswamy and
Kenchappa (now DRDO)

SCHEDULE 'B'

.....square . feet. undivided share, right, title, interest and ownership in Schedule 'A' Property.

SCHEDULE 'C'

A.....BHK Apartment bearing numberon theth Floor in the Project **38 & Banyan** to be constructed on the Schedule A Property with Square Feet Carpet Area (.....sq.ft Super Built Up Area of which is inclusive of proportionate share in common area,) along with One covered car park.

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

WITNESSES

1.

SELLERS

Represented by GPA
Assetz Buildwell LLP

2.

DEVELOPER

Assetz Buildwell LLP

PURCHASER

Annexure 1
Unit Plan

Annexure 2
Payment plan

Annexure 03

Specification

CIVIL

1. STRUCTURE:

Seismic resistant RCC structure with concrete blocks walls in basements, Main Building, club house & other amenities.

ARCHITECTURE

2. DOORS

European make Engineered Wooden Doors

2.1 Main Door: 8 feet height Engineered wooden doors with veneer and polish.

2.2 Internal & Toilet Doors: Engineered wooden doors with laminate finish.

- Full Width Jamb (with Architrave) for all doors
- Yale/ European or Equivalent hardware's for all doors
- Acoustic EPDM Gasket (For noise reduction) for all doors

Note: The above door specifications are not applicable to Maids Room

3. WINDOWS

3 track UPVC windows with SS Mosquito mesh.

4. FLOORING AND WALL CLADDING

Spanish Porcelain Tiles or equivalent tiles and Spanish Laminated wooden flooring or equivalent flooring.

4.1 Living, Dining, & kitchen - Spanish Porcelain Tiles

4.2 All bedroom - Spanish Porcelain Tiles or equivalent or Spanish Laminated wooden flooring.

4.3 Bathroom - Floor - Spanish slip resistant ceramic tiles, Walls - Spanish Ceramic tiles

4.4 Balcony- Wooden finish ceramic tiles

4.5 Maids Room & Utility Area- Indian Ceramic Tiles

5. INTERNAL RAILINGS

Balcony - MS Railings with enamel paint finish or SS with Glass balustrades.

Combination of openable and fixed louvres in balconies for privacy and sunshade.

6. PAINT

6.1 Internal Walls - acrylic emulsion

6.2 External Walls – Exterior grade acrylic emulsion

6.3 Ceiling - finished with oil bound distemper.

7. FALSE CEILING

Grid false ceiling with PVC coated tiles and shadow channels in all bathrooms.

PLUMBING, ELECTRICAL & SERVICES

8. CP AND SANITARY FITTINGS AND FIXTURES

- 8.1 Kohler or equivalent water efficient CP Fixtures and sanitary fittings
- 8.2 Jaquar or equivalent make dual flush system
- 8.3 Anti bacterial coated soft close seat covers for EWC

9. ELECTRICAL FITTINGS

- 9.1 Schneider switches or equivalent
- 9.2 Telephone + Data cabling through FTTH
- 9.3 Schneider or equivalent make distribution Boards
- 9.4 RCCB Incomer with overload & earth leakage protection.

10. ELECTRICAL POINTS

- 10.1 Provision of electrical points for Refrigerator, Hob, Chimney, Washing machine, Dryer with 2 additional plug points.
- 10.2 TV point in Living room and in all bedrooms
- 10.3 AC point for all bedrooms and living & dining area.

11. GRID POWER AND BACK UP POWER

- 11.1 EB Power - 3 BHK - 7 KW, 4 BHK - 10 KW
- 11.2 DG Power backup - Units - 50% of EB & common areas - 100% back up for lighting circuits, lifts and utilities.

12. SERVICES

- 12.1 Water Treatment Plant
- 12.2 Sewage Treatment Plant
- 12.3 Organic Waste Convertor

13. ELEVATORS

Two Elevators per core - 13 & 10 passenger capacity

14. SAFETY AND SECURITY

- 14.1 Provision for Video Door phone.
- 14.2 Common Area surveillance
- 14.3 Fire rated doors at fire escape staircases

GREEN FEATURES

15. WATER CONSERVATION

- 15.1 Dual Piping system & Dual Flush system for sanitary.
- 15.2 All landscape maintained through recycled water.
- 15.3 Water efficient fixtures.
- 15.4 Rain water harvesting.
- 15.5 Ground water recharge.

16. ENERGY CONSERVATION

- 16.1 Solar heated water provision for select bathroom
- 16.2 Energy efficient lights in common areas.
- 16.3 Timer adjusted street lights.

17. SOLID WASTE MANAGEMENT

- 17.1 Segregation at source
- 17.2 Organic waste convertor room

COMMON AMENITIES:

Outdoor Spaces

- 1. Roof Top Swimming Pool with changing room.
- 2. Kids Pool
- 3. Terrace amphitheatre with Projection Wall.
- 4. Barbeque pits with Seating
- 5. Children's Play area on Ground.

Indoor Spaces

- 1. Pool Room
- 2. Reading Lounge
- 3. Squash Court
- 4. Table Tennis Room
- 5. Yoga & Aerobic Area
- 6. Games Area & Coffee bar
- 7. Gymnasium
- 8. Creative Corner/Learning Studio.