

## AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("this Agreement") made at Bangalore on this \_\_\_\_\_ day of \_\_\_\_\_, 2017

### BETWEEN

**L&T CONSTRUCTION EQUIPMENT LIMITED (LTCEL)**, a company incorporated under the provisions of the Companies Act, 1956 having its registered office at L&T House, Ballard Estate, Mumbai 400001, represented by its Authorised Signatory, hereinafter referred to as "**the Promoter**" (which expression shall unless the context requires otherwise mean and include its successors and permitted assigns) of ONE PART;

### AND

Mr./Mrs./Ms.....,  
S/o./D/o./W/o ..... , aged about .....years,  
PAN : ..... residing at .....  
.....

(hereinafter referred to as "**the Allottee**" which term shall mean and include his/her/their legal heirs, legal representatives, administrators, executors and assigns) of the OTHER PART.

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

### WHEREAS:

- A. Under diverse deeds and documents, M/s. International Business Machines (IBM) was granted, conveyed and assured, several pieces and parcels of lands situated at Byatarayanapura Village, Yelahanka Hobli, Bangalore North Taluk, Bangalore District, admeasuring in aggregate of 67 acres 10.5 guntas and more particularly described in the **FIRST SCHEDULE** hereunder ("**said Property**"), absolutely, forever and free from all encumbrances. Copy of the plan delineating the said Property is annexed hereto and marked as **Annexure "A"**;
- B. By a duly registered Agreement for Sale dated 11<sup>th</sup> August 1973 and an Indenture dated 4<sup>th</sup> March 1982 IBM sold the said Property to Larsen & Toubro Limited;
- C. Vide a Joint Venture Agreement dated 27<sup>th</sup> January 1998 and in pursuance to the RBI/ Government permission dated 11<sup>th</sup> August 1997, Larsen & Toubro Limited entered into Joint Venture with Komatsu Asia Pacific PTE, a wholly owned subsidiary of Komatsu Ltd, Japan,. The said Joint Venture Company was named L&T-Komatsu Limited and was registered under No. 11-109700 of 1997. As a part of business, the said Property was transferred to the newly formed Joint Venture Company (L&T-Komatsu Limited) vide Transfer deed dated 11<sup>th</sup> March 1998 registered under No. 10758/04-05 dated 10<sup>th</sup> August 2004.

- D. In the year 2013, Larsen & Toubro Limited purchased entire share of Komatsu Asia Pacific PTE in the Joint Venture Company L&T-Komatsu Limited and thus, became the full owner of the L&T-Komatsu Limited.
- E. Vide Certificate of Change of Name dated 1st May 2013, issued by the Registrar of Companies, L&T-Komatsu Limited was renamed as **"L&T Construction Equipment Limited"** (the Promoter herein).
- F. The Promoter, since then, has been in possession and enjoyment of the said Property and has been duly paying all taxes, cess, outgoings and all other public charges; and has absolute, unfettered legal right and title in their favour of the said Property.
- G. The Promoter has handed over about 5,766.72 sq. mtrs. out of said Property to National Highways Authority of India for widening of NH - 7 (Bellary Road).
- H. The Promoter appointed Larsen & Toubro Limited (L&T) for conducting assessment of development potential of the Said Property to develop commercial/residential/retail buildings. L&T has, accordingly, prepared the master plan, building designs, etc. and obtained the approvals from various authorities in respect thereof.
- I. The Promoter has appointed L&T Realty Limited (**"Development Manager"**) under a Development Management Agreement dated 25<sup>th</sup> November, 2015 (**"said DMA"**), to develop the Said Property, in phases/clusters, and to construct thereon residential/commercial/retail/public buildings, as may be decided by the Promoter, from time to time. The Promoter shall, at its own discretion, carry out such development as may be permitted in law, and/ or to deal with the balance portion of the Said Property, in the manner the Promoter deems fit and appropriate.
- J. The Promoter has, conceived a scheme of development of a residential complex along with common areas and amenities, on a portion of the said Property, admeasuring 30959.43 sq. mtrs. (**"said Land"**). The said Land is more particularly described in the **SECOND SCHEDULE** hereunder. The Promoter shall construct 17 (seventeen) multi-storied buildings/towers in clusters. The entire project comprising of all the 17 (seventeen) residential towers, in all the clusters, with the common areas and other facilities, shall be known as the **"L&T Realty - Raintree Boulevard"** (**"Raintree Boulevard"**). A copy of the sanctioned layout for the said Project is annexed hereto and marked as **ANNEXURE "B"**.
- K. The cluster selected in the below mentioned table, on the said Land, shall be hereinafter referred to as **"the said Project"** :-

| <b>RERA Project</b> |          |                                |
|---------------------|----------|--------------------------------|
| <b>Cluster 1</b>    | 7 Towers | Towers 3, 7, 8, 10, 11, 14, 15 |
| <b>Cluster 2</b>    | 5 Towers | Towers 1, 2, 5, 6, 9           |
| <b>Cluster 3</b>    | 1 Tower  | Tower 4                        |

- L. For the purpose of obtaining statutory approvals, the said Complex was named as "L&T North Star", but for the purpose of marketing, branding and promotion, it has been

named "**L&T Realty - Raintree Boulevard**".

- M. The Promoter has obtained the approval for development of the said Property, from the Bangalore Development Authority (BDA) vide Planning Permit issued vide BDA/TPM/DLP 32/ 2014-15/ 2330/ 2015-16 dated 18/09/2015 - under the project name 'L&T North Star'. The said approval is for about 8.8 Million sq. ft. of floor area for mixed use development and appurtenant basements for parking spaces, to be constructed on the said Property. The Promoter as per statutory norms has set aside 10% of the said Property (26520.96 sq. mtrs.) as park and open spaces and 6301.67 sq. mtrs of said Property has been provided for Road widening as per Revised Master Plan 2015. The Promoter has set aside 5% of the said Property (about 12007.25 sq.mtrs), as Civic Amenities Area.
- N. The Promoter has obtained sanctioned Building Plans for construction of residential towers, from Bruhat Bengaluru Mahanagara Palike (BBMP), vide No. BBMP/Addnl. Dir/ JD NORTH/ LP/0191/2015-16. Copy of the said sanctioned plan is annexed hereto and marked as "**Annexure - D**"
- O. The Promoter has registered the said Project under the provisions of the Real Estate (Regulation & Development) Act, 2016 ("**the Act**") with the Real Estate Regulatory Authority at \_\_\_\_\_ no \_\_\_\_\_. An authenticated copy of the registration is annexed hereto and marked as "**ANNEXURE - E**";
- P. The Allottee has applied to the Promoter for allotment of an apartment no. .... on .....floor in ..... Tower admeasuring ..... Sq. mtrs (..... sq. ft.) carpet area with ..... car parking space/s ("**the said Apartment**") in the said Project, to be constructed on the said Land, alongwith an undivided share of land admeasuring ..... Sq. mtrs, of the said Property, in Raintree Boulevard ("**said UDS**"). The said Apartment and the said UDS is more particularly described in the **THIRD SCHEDULE** and **FOURTH SCHEDULE**, respectively, hereunder.
- Q. The Promoter has entered into a standard Agreement/s with Architect, **M/s. THOMAS ASSOCIATES, BANGALORE**, registered with the Council of Architects and such Agreement/s is/are as per the Agreement prescribed by the Council of Architects;
- R. The Promoter has appointed **M/s. CRATIS DESIGNERS PVT. LTD.** as the Structural Engineer for the preparation of the structural design and drawings of the building/s and the Promoter accepts the professional supervision of the Architect and the Structural Engineer till the completion of the building/s in the said Project;
- S. The Promoter has given inspection, to the Allottee, of all the documents of title relating to the said Property/said Project and the plans, designs and specifications prepared by the Promoter's Architects **M/s. THOMAS ASSOCIATES, BANGALORE**, and of such other documents as are specified under the Act and the Rules and Regulations made thereunder;

- T. The authenticated copy of Title Certificate dated 21<sup>st</sup> October, 2015 issued by, **KING & PARTRIDGE**, Advocates & Solicitors, is annexed hereto and marked as **ANNEXURE "F"** (collectively) and the Index - II and Property Register Extracts of the said Property are annexed hereto and marked as **ANNEXURE "G"** (collectively).
- U. The authenticated copies of the plans and specifications, of the said Apartment, agreed to be purchased by the Allottee, as sanctioned and approved by the BDA/BBMP/local authority are annexed hereto and marked as **ANNEXURE "H"** (collectively);
- V. The Promoter has got some of the approvals from the concerned local authority(s) to the plans, specifications, elevations, sections of the building/s, to be constructed in the said Project/Raintree Boulevard and shall obtain the balance approvals from various authorities, from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Apartment/said Project/Raintree Boulevard;
- W. The Promoter has, accordingly, commenced construction of the said Project, in accordance with the approved/sanctioned plans;
- X. Prior to the execution of these presents, the Allottee has paid to the Promoter a sum of Rs..... (Rupees ..... ) only, being part payment towards the Consideration (defined hereinbelow) of the said Apartment, agreed to be sold by the Promoter to the Allottee, as advance payment or application fee (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Allottee has agreed to pay, to the Promoter, the balance amount of the Consideration, in the manner hereinafter appearing;
- Y. Under section 13 of the Act, the Promoter is required to execute a written Agreement for Sale of the said Apartment and the said UDS, with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908;
- Z. The Allottee has, prior to the date hereof, examined a copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/its Advocate and Planning and Architectural Consultants. The Allottee has agreed and consented to the development of the said Project. The Allottee has also examined all the documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects;
- AA. 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
- BB. 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 said Apartment (Apartment No. .... on ..... floor in Tower..... of the said Project) alongwith ..... car parking space/s and the said UDS admeasuring ..... sq. mtrs, out of the said Property.

CC. 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

**NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-**

1. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience and are not intended in derogation of the Act.

**2. CONSTRUCTION**

- 2.1. The Promoter shall construct the said Project, as selected in the below mentioned table, on the said Land, in accordance with the plans, designs and specifications as approved by the BDA/BBMP/ concerned local authority, from time to time.

| RERA Project | No. of Towers | Details of towers included     |
|--------------|---------------|--------------------------------|
| Cluster 1    | 7 Towers      | Towers 3, 7, 8, 10, 11, 14, 15 |
| Cluster 2    | 5 Towers      | Towers 1, 2, 5, 6, 9           |
| Cluster 3    | 1 Tower       | Tower 4                        |

PROVIDED THAT, the Promoter shall have to obtain prior consent, in writing, of the Allottee in respect of variations or modifications which may adversely affect the said Apartment of the Allottee, except any alteration or addition required by any Government authorities or due to change in law.

- 2.2. It is hereby clarified that in case of any minor additions required due to architectural and structural reason duly recommended and verified by Architect or Engineer, the Promoter shall intimate the Allottee(s) in writing and the Allottee(s) hereby give their consent for such minor change or addition.

**3. PURCHASE OF THE APARTMENT/UDS AND SALE CONSIDERATION:**

- 3.1. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee the apartment bearing no. \_\_\_\_\_ admeasuring \_\_\_\_\_ sq. mtrs. carpet area equivalent to \_\_\_\_\_ sq. ft. on \_\_\_\_\_ floor in tower ..... in the said Project ("**the said Apartment**"), alongwith an undivided share of land admeasuring ..... Sq. mtrs, of the said Property, in Raintree Boulevard ("**said UDS**"), more particularly described in the **THIRD & FOURTH SCHEDULE** respectively, hereunder written, for a consideration of Rs. .... (Rupees.....) including Rs. .... (Rupees.....), being the proportionate price of the common areas and facilities appurtenant to the said Apartment. The said Apartment and hatched in **red colour** on the floor plan annexed hereto and marked as **ANNEXURE "I"**. The nature, extent and description of the common areas and facilities is more particularly described in **ANNEXURE "J"** annexed hereto.

- 3.2 The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee \_\_\_\_ covered parking space/ situated at Lower/Upper Basement being constructed in the layout for the consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_).
- 3.3 The total aggregate consideration amount, to be paid by the Allottee, for the said Apartment including garages/covered parking spaces and the said UDS, is thus Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_), hereinafter referred to as the “**Consideration**”. (Give break up and description):

|                                |                     |                                    |
|--------------------------------|---------------------|------------------------------------|
| Block/Building/Tower No. _____ | Apartment No. _____ | Rate of Apartment per square feet* |
| Type: _____                    | Floor: _____        |                                    |
| Total Price ____ (In Rupees)   |                     |                                    |
| Plot no. _____                 | Type _____          | Rate of Plot per square feet*      |
| Total price (in rupees)        | _____               |                                    |

\* Provide breakup of the amounts such as cost of apartment, cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas, proportionate cost of common areas, preferential location charges, taxes, maintenance charges, etc., if/as applicable.

The Consideration of the said Apartment/said UDS includes recovery of price of land, construction of [not only the said Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the said Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges, etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the said Apartment and the said Project/Raintree Boulevard.

- 3.4 The Allottee has paid, on or before execution of this Agreement, a sum of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only), out of the Consideration, as advance payment or Application Fee, and hereby agrees and undertakes to pay, to the Promoter, the balance amount of the Consideration of Rs ..... (Rupees.....) in instalments, time being of essence, in the following manner (“**Payment Schedule**”) :-

| Particulars                                      |              |
|--------------------------------------------------|--------------|
| Booking Advance                                  | Rs 500,000/- |
| Earnest Part 1: Less Booking Amt Rs. 5,00,000/-  | 10%          |
| Earnest Part 2 :                                 | 10%          |
| Installment 1: Start Of PCC                      | 8%           |
| Installment 2: Completion Of Upper Basement Slab | 8%           |

|                                                                                                                                                                                                                                                                                        |      |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|
| Installment 3: Completion Of 1st Floor Slab                                                                                                                                                                                                                                            | 8%   |
| Installment 4: Completion Of 4th Floor Slab                                                                                                                                                                                                                                            | 7%   |
| Installment 5: Completion Of 7th Floor Slab                                                                                                                                                                                                                                            |      |
| Base Installment                                                                                                                                                                                                                                                                       | 7%   |
| Club Development Charges                                                                                                                                                                                                                                                               |      |
| Installment 6: Completion Of 11th Floor Slab                                                                                                                                                                                                                                           |      |
| Base Installment                                                                                                                                                                                                                                                                       | 6%   |
| Electricity & Water Infra Charges (BESCOM & BWSSB)                                                                                                                                                                                                                                     |      |
| Installment 7: Completion Of Terrace Slab                                                                                                                                                                                                                                              |      |
| Base Installment                                                                                                                                                                                                                                                                       | 6%   |
| Infra Charges (DG, Gas Bank, Solid Waste Management System, FTTH)                                                                                                                                                                                                                      |      |
| Installment 8: On completion of the flooring, doors and windows of the said Apartment                                                                                                                                                                                                  | 5%   |
| Installment 9: On completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment                                                                                                                                                      | 5%   |
| Installment 10: On completion of the external plumbing and plaster, elevation, terraces, of the building or wing in which the said Apartment is located                                                                                                                                |      |
| Base Installment                                                                                                                                                                                                                                                                       | 5%   |
| Legal Fees                                                                                                                                                                                                                                                                             |      |
| Installment 11: On completion of the lifts, water pumps, electrical fittings, entrance lobby/s, plinth protection, paving of areas appurtenant and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located | 10%  |
| Installment 12: On Possession                                                                                                                                                                                                                                                          |      |
| Base Installment                                                                                                                                                                                                                                                                       | 5%   |
| Maintenance Charges (for one year in advance)                                                                                                                                                                                                                                          |      |
| Corpus for Association                                                                                                                                                                                                                                                                 |      |
| Club House Subscription Charges                                                                                                                                                                                                                                                        |      |
| Total                                                                                                                                                                                                                                                                                  | 100% |

- 3.5 The Promoter shall issue a demand notice (by post/courier/e-mail to the notified address recorded in this Agreement) to the Allottee intimating the Allottee about the stage-wise completion of the said Apartment/said Project. The payment of the corresponding instalment (as per the Payment Schedule) shall be made by the Allottee within 15 (fifteen) days of the Promoter issuing such demand notice for the payment of the instalment. The Allottee shall deduct Tax At Source (TDS) from the Consideration, pay the deducted tax to the concerned authority and deliver the relevant document i.e. TDS certificate/Form 16B/Challan, relating to each payment, as per the provisions of the Income-tax Act, 1961, to the Promoter. It is hereby expressly agreed that, time, for payment of each of the aforesaid instalments of the Consideration set out herein, shall be the essence of the contract. All payments shall be made by way of demand drafts/cheques/RTGS/ECS/NEFT, in the name of bank account as selected below, maintained with Kotak Mahindra Bank Limited:-

| A/c no allotted | Client Name                        |
|-----------------|------------------------------------|
| 2012186437      | LTCEL RAINTREE BOULEVARD-CL1       |
| 2012186451      | LTCEL RAINTREE BOULEVARD-CL2       |
| 2012186468      | LTCEL RAINTREE BOULEVARD-CL1 -RERA |
| 2012186482      | LTCEL RAINTREE BOULEVARD-CL2 -RERA |
|                 |                                    |

- 3.6 The Consideration above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Goods & Services Tax and Cess or any other similar taxes) which may be levied, in connection with the construction of and carrying out the development of the said Project/Raintree Boulevard, payable by the Promoter, up to the date of handing over the possession of the said Apartment. The Allottee agrees and undertakes to pay all such taxes, as may be applicable, in present and future, in respect of the said Apartment. The Allottee hereby indemnifies and shall keep indemnified, the Promoter of all claims, expenses, penalty and charges towards the GST and / or any other charges/taxes, as may be introduced by the State Government and / or the Local Bodies and the Allottee shall be solely liable to bear and pay the same, as and when called upon to do so, by the Promoter.
- 3.7 The Consideration is escalation-free, save and except escalations/increases, 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 Local Bodies/Government, from time to time. The Promoter undertakes that in case of any increase in development charges, costs or levies imposed by the competent authorities, etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued, in that behalf to that effect, along with the demand letter being issued to the Allottee, and which shall only be applicable on subsequent payments.
- 3.8 The Allottee/s doth hereby confirm that, from the date of entering into this Agreement, it shall be the obligation of the Allottee/s to bear and pay any additional development charges for layout conditions and fulfilment thereof and the same shall be borne and paid by the Allottee/s alongwith the other Allottee/s in the said Project/Raintree Boulevard and the Promoter shall not be responsible or liable to pay the same.
- 3.9 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the said Project is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent), which is hereby accepted and confirmed by the Parties. The Consideration payable for the carpet area of the said Apartment shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit, then the Promoter shall refund the excess money paid by Allottee within 45 (forty-five) days with annual interest at the rate specified 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 allotted to the Allottee, the Promoter shall demand additional amount from the Allottee, as per the next milestone of the Payment Schedule. All these monetary adjustments shall be made at the same rate per square meter, as agreed in Clause 3.1 of this Agreement.



- 3.10 The Allottee hereby authorizes the Promoter 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 Promoter may, in its sole discretion, deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments, in any manner. The amount/s paid by the Allottee/s to the Promoter shall be appropriated firstly towards taxes payable by him/her, then towards interest payable for all outstanding instalments towards the Consideration in respect of the said Apartment, cheque bounce charges (if any), then any administrative expenses and lastly, towards consideration/outstanding dues in respect of the said Apartment.
- 3.11 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Apartment to the Allottee, obtain from the BDA/BBMP/concerned local authority, occupancy and/or completion certificates, in respect of the said Apartment/said Project.
- 3.12 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the said Project and handing over the said Apartment and the said UDS, to the Allottee, and the common areas to the association of the allottees, after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment, as per the Payment Schedule, and other dues, payable by him/her and meeting the other obligations under this Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 3.5 herein above.

#### **4. FLOOR SPEACE INDEX (FSI)**

- 4.1. The Promoter hereby declares that the Floor Space Index available as on date in respect of the said Land is 8,14,021.904 square meters only and the Promoter has planned to utilize Floor Space Index of 3.25 by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme or based on expectation of increased FSI which may be available in future, on modification of Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of 3.25 as proposed to be utilized by him on the said Land in the said Project and the Allottee has agreed to purchase the said Apartment and the said UDS based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to the Promoter only.

#### **5. POSSESSION**

- 5.1. The Promoter shall give possession of the said Apartment to the Allottee on or before ..... day of .....20\_\_\_\_. If the Promoter fails or neglects to give possession of the said Apartment to the Allottee on account of reasons beyond his control and of his agents, by the aforesaid date then the Promoter shall be liable, on demand, to refund to the Allottee the amounts already received by him in respect of the said Apartment, with interest as specified in the Rules, from the date the Promoter received the sum till the date

the amounts and interest thereon is repaid.

Provided that, the Promoter shall be entitled to reasonable extension of time, for giving delivery of said Apartment on the aforesaid date, if the completion of said Project in which the said Apartment is to be situated, is delayed on account of -

- (i) war, civil commotion or act of God;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

It is specifically agreed by the Allottee/s that, during such proportionate extension period, the Allottee/s shall not be entitled to and/or allowed to cancel this Agreement and/or claim any interest.

## 6. DEFAULT / TERMINATION

- 6.1 Subject to the Force Majeure Events, the Promoter shall be considered under a condition of Default, in the following events:

(i) The Promoter fails to provide ready to move-in possession of the said Apartment to the Allottee within the time period specified in this Agreement or fails to complete the said Project within the stipulated time disclosed at the time of registration of the said Project with the Authority. For the purpose of this para, '**ready to move-in possession**' shall mean that the said Apartment 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.

- 6.2 In case of Default by Promoter under the conditions listed above, the Allottee is entitled to the following:

(i) Stop making further payments to the 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 this 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 said Apartment, along with interest at the rate prescribed in the Rules, within 45 (forty-five) days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the said Project or terminate the Agreement, he/she shall be paid, by the Promoter, interest at the rate prescribed in the Karnataka Real Estate (Development & Regulation) Rules, 2017 under the Act ("**Rules**"), for every month of delay till the handing over of the possession of the said

Apartment, which shall be paid by the Promoter to the Allottee within 45 (forty-five) days of it becoming due.

- 6.3 Similarly, the Allottee agrees to pay, to the Promoter, interest as specified in the Rules, on all the delayed payments, which become due and payable by the Allottee to the Promoter, under the terms of this Agreement, from the date the said amount is payable by the Allottee(s) to the Promoter.
- 6.4 Without prejudice to the right of the Promoter to charge interest in terms of clause 6.3 above, on the Allottee committing default in payment, on the due date of any amount, due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings), and on the allottee committing 3 (three) defaults of payment of instalments, the Promoter, at his own discretion, may terminate this Agreement:

Provided that, Promoter shall give notice of 15 (fifteen) days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions, in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice, then at the end of such notice period, the Promoter shall be entitled to terminate this Agreement.

Provided further that, upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee, subject to adjustment and/or recovery of forfeiture charges of 10% (ten percent) of the Consideration plus brokerage fees (if any) and all other outgoings and expenses incurred by the Promoter, and further subject to execution and registration of the Deed of Cancellation, within a period of 30 (thirty) days of the termination, the instalments of the Consideration of the said Apartment, which may till then, have been paid by the Allottee to the Promoter.

- 6.5 Upon termination of this Agreement as aforesaid, without prejudice to the other rights and remedies of the Promoter, the Allottee shall be bound to execute and register a Deed of Cancellation in respect of the said Apartment, within a period of 7 (seven) days from the date of written notice in this regard by the Promoter to the Allottee. In the event, the Allottee fails to execute and register such Deed of Cancellation, the Promoter shall be entitled to obtain necessary orders against the Allottee to compel him/her/it to execute and register such Deed of Cancellation.
- 6.6 Upon the Promoter terminating this agreement, the Allottee/s shall cease to have any right, title, interest, claim, demand, etc. of any nature whatsoever, in the said Apartment and/or the said Project/Project or any part thereof and/or against the Promoter and the Promoter shall be entitled to deal with and dispose of the said Apartment to any person/s, as it deems fit, without any further reference to the Allottee.
- 6.7 All amounts, including benefits arising from the resale of the said Apartment and the said UDS, to a new allottee, shall be to the sole and exclusive credit of the Promoter and the Promoter shall be entitled to receive such amounts and all other advantages and benefits arising therefrom.

7. The fixtures and fittings, with regard to the flooring and sanitary fittings, and amenities like lifts with particular brand, or price range (if unbranded), to be provided by the Promoter in the said Project and the said Apartment, are as set out in **ANNEXURE "J"**, annexed hereto. It is clearly understood by the Allottee that the furniture, fixture, fittings, electrical and electronic gadgets etc. as are displayed in the sample flat, have been placed there for illustrative purposes only and the same are not included in the Consideration of the said Apartment and that only such specifications and amenities as are specified in **Annexure J** of this Agreement, shall be provided by the Promoter in the said Apartment/Project.

## **8. PROCEDURE FOR TAKING POSSESSION**

- 8.1 The Promoter, upon obtaining the occupancy certificate from the BDA/BBMP/competent authority and the payment of Consideration by the Allottee, as per this Agreement and registration of the Sale Deed, shall offer, in writing, the possession of the said Apartment to the Allottee, in terms of this Agreement, to be taken within 2 (two) months from the date of issue of such notice. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Promoter, on its behalf, shall offer the possession to the Allottee, in writing, within 7 (seven) days of receiving the occupancy certificate of the said Apartment/said Project. The Allottee agree(s) to pay the maintenance charges, as determined by the Promoter or the association of allottees, as the case may be.
- 8.2 The Allottee shall take possession of the said Apartment within 15 (fifteen) days of the written notice, from the Promoter to the Allottee, intimating that the said Apartment is ready for use and occupancy.
- 8.3 After obtaining the occupancy certificate and handing over physical possession of the said Apartment to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the 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 30 (thirty) days after obtaining the completion certificate].
- 8.4 Cancellation by Allottee - The Allottee shall have the right to cancel/withdraw his allotment in the said Project as provided in the Act:  
Provided that where the Allottee proposes to cancel/withdraw from the said Project, without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount, paid for the allotment of the said Apartment. The balance amount of the Consideration paid by the Allottee shall be returned by the Promoter to the Allottee within 45 (forty five) days of such cancellation.
- 8.5 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 said 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.

## **9. FAILURE OF ALLOTTEE TO TAKE POSSESSION**

- 9.1 Upon receiving a written intimation from the Promoter as per clause 8.1 hereinabove, the Allottee shall take possession of the said Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation, as may be required, and the Promoter shall give possession of the said Apartment to the Allottee. In case the Allottee fails to take possession of the said Apartment, within the time provided hereinabove, such Allottee shall continue to be liable to pay maintenance charges, as applicable and determined by the Promoter or the association of allottees.

## **10. CONVEYANCE OF THE SAID APARTMENT:**

The Promoter, on receipt of the Consideration of the said Apartment, as per clause 3 herein, from the Allottee, shall execute a sale deed/conveyance deed and convey the title of the said Apartment together with proportionate indivisible share (said UDS) in the Common Areas, within 3 (three) 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 any local law, the sale deed/conveyance deed in favour of the Allottee shall be executed 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 sale deed/conveyance deed in his/her favour till the payment of stamp duty and registration charges to the Promoter is made by the Allottee.

## **11. DEFECT LAIBILITY**

- 11.1 If within a period of 5 (Five) years from the date of handing over the said Apartment to the Allottee, the Allottee brings to the notice of the Promoter, any structural defect/s in the said Apartment or the said Project or any defects in workmanship, quality, provision of service, or the material used (normal wear and tear and misuse caused by or attributable to the Allottee/s excluded), subject to clause 16 hereunder, and provided the Allottee is not guilty and responsible for such defect, then wherever possible, such defects shall be rectified by the Promoter, at its own costs, within 30 days of receipt of such written notice from the Allottee, and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive, from the Promoter, compensation for such defect/s, in the manner as provided under the Act. The Allottee shall, without any reluctance, give access to the contractors, workers, etc., of the Promoter, to the said Apartment, as may be required for rectifying such defects. However, it is specifically agreed that, if the Allottee does any alterations and/or causes damage to the said Apartment, due to the negligent use, modifications, acts or omission by himself/herself and/or his agents, visitors, contractors, etc., such as waterproofing, fittings, pipes, fixtures etc., without the prior written consent of the Promoter, then the Promoter shall not be liable for any such defect/s.

- 11.2 The Allottee shall use the said Apartment or any part thereof or permit the same to be used, only for purpose of residence and he/she shall use the garage or parking space/s only for purpose of keeping or parking his/her vehicle/s.

## **12. FORMATION OF SOCIETY/ASSOCIATION**

- 12.1 The Allottee along with other Allottee(s) of apartments in the building shall join in forming and registering the association to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the association and for becoming a member, including the byelaws of the association and duly fill in, sign and return to the Promoter within 7 (seven) days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation/association of allottees. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Societies or any other Competent Authority.
- 12.2 The Promoter shall, within 3 (three) months of registration of the association of the allottees, as aforesaid, cause to be transferred to the such association all the rights, title and the interest of the Promoter in the structure of the said Project, in which the said Apartment is situated. In the event, any of the apartments in the said Project are unsold, at the time of formation and registration of association, then the Promoter may retain such unsold premises, as the owner thereof, without any liability to the association of the allottees. The Promoter shall be solely entitled to deal with and/or dispose of such unsold premises in such a manner as it may deem fit and proper. The association of the allottees shall admit, as its members, the allottee/s of such unsold premises, without any protest.
- 12.3 The Promoter shall, within 3 (three) months of registration of the apex body of the association/s, as aforesaid, cause to be transferred to the apex body all the right, title and the interest of the Promoter in the said Land, including all common areas, amenities, internal roads and balance portion of the said Land, on which the said Project/Raintree Boulevard, with multiple wings or buildings, is constructed.
- 12.4 Within 15 (fifteen) days after notice in writing is given by the Promoter to the Allottee that the said Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said Apartment) of outgoings in respect of the said Land and the said Project namely, local taxes, property tax, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses, necessary and incidental to the management and maintenance of the said Land and the said Project. Until the society or limited company is formed and the structure of the said Project is transferred to it, the Allottee shall regularly pay to the Promoter such proportionate share of outgoings, as may be determined. The Allottee further agrees that till the Allottee's share is so determined, the Allottee shall pay to the Promoter, provisional monthly/quarterly/annually contribution of Rs. .... (Rupees.....) per month/quarterly/annually, towards the outgoings and Rs..... (Rupees ..... ) towards the maintenance of the common areas and facilities. The amounts so paid by the Allottee to the

Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the said Project is executed in favour of the association as aforesaid. On such conveyance/assignment of lease being executed for the structure of the said Project, the aforesaid deposits (less deduction provided for in this Agreement) shall be paid/handed over by the Promoter to the association, as the case may be.

### 13. OTHER CHARGES

The Allottee shall before delivery of possession of the said Apartment, keep deposited with the Promoter, the following amounts:-

| Other Charges 1                                                   | Amount in INR |
|-------------------------------------------------------------------|---------------|
| Electricity & Water Infra Charges (BESCOM & BWSSB)                |               |
| Infra Charges (DG, Gas Bank, Solid Waste Management System, FTTH) |               |
| Club Development Charges                                          |               |
| Legal Fees                                                        |               |
| Total                                                             |               |
| Other Charges 2                                                   | Amount in INR |
| Maintenance Charges (for one year in advance)                     |               |
| Corpus Fund for Association                                       |               |
| Club Subscription Charges for 2 years                             |               |
| Total                                                             |               |

14. At the time of registration of conveyance or lease of the buildings/towers/structures in the said Project, the Allottee shall pay to the Promoter, Allottees' share of stamp duty and registration charges, payable by the said association, on such conveyance or lease or any document or instrument of transfer in respect of the buildings/towers/structures of the said Project. At the time of registration of conveyance or lease of the said Land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body on such conveyance or lease or any document or instrument of transfer, in respect of the buildings/towers/structures of the said Land, to be executed in favour of the Apex Body.

### 15. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represents and warrants to the Allottee as follows:

- i. The Promoter has clear and marketable title with respect to the said Land/said Property, as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the said Land and also has actual, physical and legal possession of the said Land for the implementation of the Project;

- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the said Project and shall obtain requisite approvals, from time to time, to complete the development of the said Project;
- iii. There are no encumbrances upon the said Land or the said Project except those disclosed in the title certificate and the website of the Regulatory Authority;
- iv. There are no litigations pending before any Court of law with respect to the said Land or said Project except those disclosed in the title certificate and the website of the Regulatory Authority;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the said Project and the said Land are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the said Project and the said Land shall be obtained by following due process of law and 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, buildings/wings 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 said Project, the said Apartment and said UDS 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 Apartment/ said UDS to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the buildings/towers/structures to the association of allottees, the Promoter shall handover lawful, vacant, physical possession of the common areas of the buildings/towers/structures, to the association of the Allottees;
- 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 undisputed 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;
- 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 or served upon the Promoter in respect of the said Land and/or the said Project, except those disclosed in the title certificate and the website of the Regulatory Authority.

**16.** The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the said Apartment may come, hereby covenant with the Promoter as follows :-

- i. To maintain the said Apartment at the Allottee's own cost in good and tenantable repair and condition, from the date the possession of the said Apartment is taken



and shall not do or suffer to be done anything in or to the said Project in which the said Apartment is situated, which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said Project in which the said Apartment is situated and the said Apartment itself or any part thereof, without the consent of the local authorities, if required.

- ii. Not to store in the said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Project in which the said Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the said Project in which the said Apartment is situated, including entrances of the said Project in which the said Apartment is situated and in case any damage is caused to the said Project in which the said Apartment is situated or the Apartment, on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- iii. To carry out, at his own cost, all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the said Project in which the said Apartment is situated or the said Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the said Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the said Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the said Project in which the said Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the said Apartment, without the prior written permission of the Promoter and/or the Association.
- v. Not to encroach upon external and/or internal ducts/void areas attached to the said Apartment by constructing permanent and/or temporary work by enclosing and/or using it, the duct area is strictly provided for maintenance of service utilities such as plumbing pipes, cables, etc. (For breach of any of the terms mentioned hereinabove, the Allottee/s shall be solely responsible for all the consequences arising because of the same).

- vi. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Land and the said Project in which the said Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said Land and the said Project in which the said Apartment is situated.
- viii. Pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the said Project in which the said Apartment is situated.
- ix. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- x. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- xi. The Allottee shall not transfer/sell the said Apartment, till the payment of the entire Consideration and other dues and amounts, payable in respect of the said Apartment to the Promoter. In the event the Allottee intends to transfer/ sell the said Apartment after handover of possession of the said Apartment but before the formation of the Association of the allottees, the Allottee shall require the prior written consent of the Promoter and the Allottee shall pay, to the Promoter, assignment/facilitation charges (being pre-determined facilitation and processing charges) calculated at 3% (three per cent) of the Consideration of the said Apartment, at the on-going sale value or the resale value, whichever is higher, without demur and protest.
- xii. The Allottee shall observe and perform all the rules and regulations which the Association or Apex Body may adopt at its inception and the additions, alterations or amendments thereof, that may be made from time to time for protection and maintenance of the said Project and the apartments therein and for the observance and performance of the building rules, regulations and bye-laws, for the time being, of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Association /Apex Body regarding the occupancy and use of the said Apartment in the said Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- xiii. Till a conveyance of the structure of the said Project in which said Apartment is situated, is executed in favour of association of allottees, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Project or any part thereof to view and examine the state and condition thereof.
  - xiv. Till a conveyance/assignment of lease of the said Land, on which the said Project in which said Apartment is situated, is executed in favour of Apex Body, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Land or any part thereof to view and examine the state and condition thereof.
  - xv. 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.
17. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee, as advance or deposit, sums received on account of the share capital for the promotion of the co-operative society or association or company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
18. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the apartments or of the said Project and/or Raintree Boulevard or any part thereof. The Allottee shall have no claim, save and except in respect of the said Apartment and the said UDS, hereby agreed to be sold to him, and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, etc. will remain the property of the Promoter until the buildings/towers/structures of the said Project is transferred to the association or other body and until the said Land is transferred to the Apex Body as hereinbefore mentioned.
19. Notwithstanding what is contained herein to the contrary, it is expressly agreed between the parties that the Promoter shall be entitled to utilize and enjoy, either personally or through any nominee/s, all area or areas forming part of the said Land/ said Property, as properly as may be available, from time to time, including areas reserved for public utility including recreation, etc., by utilizing the same as the Promoter may deem fit and the Promoter will be entitled interalia to construct recreation centre, health club, club house, etc., and carry on such other activity or activities, as the Promoter may desire, on professional and/or commercial basis and the ownership of such construction and structures including right to own, manage, run and conduct such area/s or structure/s or with right to transfer or assign benefit thereof and to recover and appropriate consideration received there from including from the day to day business thereof, shall be that of the Promoter alone exclusively and the Allottee/s shall have no right thereto, either in his/her individual capacity or through the organisation of the apartment allottee/s. The Allottee/s doth hereby declare and confirm for the sake of clarity that the ownership of all such area/s and construction by way of recreation centre, health club, library or club house, etc., shall belong to the Promoter alone exclusively and the Allottee/s shall have no

right to the same, in any manner whatsoever.

**20. RIGHT TO ENTER THE APARTMENT 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 said Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

**21. USAGE:**

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within Raintree Boulevard/the said 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 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 of the said Project, for rendering maintenance services.

**22. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

After the execution of this Agreement, the Promoter shall not mortgage or create a charge on the said Apartment, 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 apartment.

**23. 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 Schedule, 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, 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 15 (fifteen) days from the date of its receipt by the Allottee, the booking application/allotment letter 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.

**24. ENTIRE AGREEMENT**

This Agreement, along with its schedules and annexures, 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 regards to the said Apartment and the said UDS, as the case may be.

**25. RIGHT TO AMEND**

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

**26. PROVISIONS OF THIS AGREEMENT APPLICABLE TO 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 said Project/Raintree Boulevard shall equally be applicable to and enforceable against any subsequent Allottees of the said Apartment, in case of a transfer, as the said obligations go along with the said Apartment, for all intents and purposes.

**27. 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.

**28. 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 the said Project/Raintree Boulevard, the same shall be in proportion to the carpet area of the said Apartment to the total carpet area of all the apartments in the said Project/Raintree Boulevard.

**29. 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.

**30. 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 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. Hence this Agreement shall be deemed to have been executed at Bangalore.

31. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.
32. 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 A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

**ALLOTTEE :**

Mr/Mrs/M/s.....

Allottee's Address :

Notified Email ID: \_\_\_\_\_

**PROMOTER:**

**L&T Construction Equipment Limited** (Registered Office)

L&T House, Ballard Estate, Mumbai - 400001.

**L&T Realty - Raintree Boulevard**

L&T campus, Bellary Road, Byatarayanapura,

Bangalore, Karnataka 560092

Notified Email ID: crm.rb@larsentoubro.com

It shall be the duty of the Allottee and the Promoter 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 Promoter or the Allottee, as the case may be.

**33. JOINT ALLOTTEES**

That in case there are joint allottees, all communications shall be sent by the Promoter to the allottee whose name appears first and at the address given by him/her which shall, for all intents and purposes, be considered as properly served on all the Allottees. 3.

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

34.1 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 this 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.

34.2 The Promoter accepts no responsibility in regard to matters specified in para 34.1 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 Apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

### **35. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

The Parties are entering into this Agreement for the allotment of the said Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the said Project.

### **36. SAVINGS:**

Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for such apartment, plot or building, 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 thereunder.

### **37. STAMP DUTY AND REGISTRATION**

The Allottee shall, bear all, costs and expenses towards the Stamp Duty and the Registration Charges and admit execution of this Agreement, for registration, with the Sub-Registrar of Assurances and shall execute all other necessary deeds and documents, and do all other acts, deeds, matters and things as may be and if required, to perfect the sale and transfer of the said Apartment and the said UDS, in the manner contemplated under this Agreement.

### 38. DISPUTE RESOLUTION

Any dispute between the Parties shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

### 39. 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 Karnataka State, India for the time being in force and the courts in Bangalore will have the jurisdiction for this Agreement.

40. For the purpose of this transaction, the details of the PAN of the Promoter and the Allottee/s are as follows:

- (i) Promoter's PAN - AAACL4175C
- (ii) Allottee's PAN - .....

**IN WITNESS WHEREOF** the 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.

### THE FIRST SCHEDULE HEREINABOVE REFERRED TO :

(Description of the said Property)

All that piece and parcel having Municipal Khata Number 239/240/275/88/1; 240/276/89/1 and having Non Agricultural Industrial land with messuages and tenements standing thereon surrounded by a Pucca boundary wall admeasuring in the aggregate 67 Acres and 10.5 Guntas equivalent to 27 Hectares and 22 ares approximately on the west side of Bangalore Bellary highway at Bytaranyapura village, Yelahanka Hobli, Bangalore North Taluka and in registration Sub District of Bangalore North Taluka, District Bangalore, State of Karnataka bearing following Description:

| Survey No.   | Extent |        | Survey Number | Extent |        |
|--------------|--------|--------|---------------|--------|--------|
|              | Acres  | Guntas |               | Acres  | Guntas |
| 88(part)     | 1      | 00     | 98/1 (part)   | 7      | 03     |
| 89/1         | 1      | 32     | 98/2-3-4      |        |        |
| 89/2         | 0      | 32     | 99            | 5      | 35     |
| 90           | 5      | 35     | 100/1 (part)  |        | 31     |
| 91           |        | 35     | 101/1A        |        | 25     |
| 92/1         |        | 29     | 101/1(pt)     |        | 24.5   |
| 93/1-2-3-4-5 | 5      | 17     | 101/2(pt)     |        | 11     |
| 94/1-2-3-4   | 3      | 23     | 101/3(pt)     | 1      | 30     |



|          |           |           |             |           |             |
|----------|-----------|-----------|-------------|-----------|-------------|
| 95/1-2   | 3         | 20        | 102/1-2-3   | 6         | 18          |
| 96/1-2   | 6         | 20        | 103         | 4         | 32          |
| 97/1-2-3 | 4         | 12        | 104/1-2-3-4 | 4         | 16          |
|          | <b>34</b> | <b>25</b> |             | <b>32</b> | <b>25.5</b> |

And Bounded as follows:

East by : Partly By Bangalore Bellary Highway and Partly by Lands Bearing Survey Numbers 104/5-6

West By : Partly by Bangalore Hindupur Railway Line and partly by Remaining part of Survey Number 88(part)

North By : Remaining Lands bearing Survey Number 98/1(pt), 101/1A (pt), 101/2(pt) acquired by Government for Gandhi Krishi Vikas Kendra (GKVK)

South By : Partly by cart Track, Partly by Lands bearing Survey Numbers 92/2, 94/5 and 105/6A-7

**THE SECOND SCHEDULE HEREINABOVE REFERRED TO :**

(Description of the said Land)

All that piece parcel having admeasuring 7.65 Acres approximately with the Survey Numbers as follows :

| <b>Survey nos.</b> | <b>Area in Sq.mtrs.</b> |
|--------------------|-------------------------|
| 96/2               | 364.99                  |
| 96/1               | 4275.05                 |
| 95/1               | 2750.54                 |
| 95/2               | 5271.78                 |
| 94/1               | 656.06                  |
| 94/2               | 1544.70                 |
| 94/3               | 1107.77                 |
| 94/4               | 1305.91                 |
| 93/1               | 365.21                  |
| 93/2A              | 772.65                  |
| 93/2B              | 71.68                   |
| 93/3               | 5501.94                 |
| 93/4               | 3987.97                 |
| 93/5               | 2983.17                 |

|              |                 |
|--------------|-----------------|
| <b>Total</b> | <b>30959.43</b> |
|--------------|-----------------|

**THE THIRD SCHEUDLE HEREINABOVE REFERRED TO:**

(Description of the said Apartment)

Apartment bearing No. \_\_\_\_\_ admeasuring \_\_\_\_\_ sq. mtrs. carpet area i.e. approximately \_\_\_\_\_ sq. ft. with \_\_\_\_\_ balconies admeasuring approximately \_\_\_\_\_ sq.mtrs and exclusive right to use terrace areas admeasuring \_\_\_\_\_ sq. mtrs., on \_\_\_\_\_ floor in Tower\_\_\_\_\_ of the Project known as "RAINTREE BOULEVARD", alongwith \_\_\_\_\_ car parking space/s.

**THE FOURTH SCHEUDLE HEREINABOVE REFERRED TO:**

(Description of the said UDS)

Undivided share, right, title, interest and ownership, of land admeasuring ..... sq. mtrs (.....Sq. Ft.) of the said Property, mentioned above.

**SIGNED AND DELIVERED** )  
 By the within named **PROMOTER,** )  
**L&T CONSTRUCTION EQUIPMENT LIMITED** )  
 by its authorised signatory )  
 \_\_\_\_\_ )  
 Authorised under Board resolution )  
 dated ..... )  
 In the presence of..... )

**SIGNED AND DELIVERED BY THE** )  
 within named **ALLOTTEE/S** )  
 Mr. / Mrs. / M/s. \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 \_\_\_\_\_ )

In the presence of ..... )

ANNEXURES (AS ABOVE MENTIONED TO BE ATTACHED)