

AGREEMENT FOR SALE

THIS AGREEMENT OF SALE MADE AT BANGALORE ON THIS THE
_____ DAY OF _____, TWO THOUSAND EIGHTEEN (____-____-
2018)

BY AND BETWEEN

- 1. Mr. S. JAYARAM**, S/o. Late Munisubayya, Aged about 66 years,
- 2. Mrs. ASHWATHAMMA**, W/o. S. Jayaram, Aged about 56 years,
- 3. Mr. J. NARENDRA**, S/o. S. Jayaram, Aged about 37 years,
- 4. Mrs. S. BHAVYA**, W/o. J. Narendra, Aged about 31 years,
- 5. Master N. RAJATH**, S/o. J. Narendra, Aged about 9 years represented by his father and natural guardian Mr. J. Narendra,
- 6. Kumari. CHAITHANYA RANI**, D/o. J. Narendra, Aged about 2 years represented by her father and natural guardian Mr. J. Narendra,
- 7. Mr. J. NAVEEN**, S/o. S. Jayaram, Aged about 35 years,
- 8. Mrs. SWETHA**, W/o. J. Naveen, Aged about 25 years,
- 9. Master N. JAGATH**, S/o. S. Naveen, Aged about 3 years represented by his father and natural guardian Mr. J. Naveen,
- 10. Mr. J. PRASHANTH**, S/o. S. Jayaram, Aged about 32 years,
- 11. Mrs. ROOPA**, W/o. J. Prashanth, Aged about 27 years,
- 12. Kumari SUKHI**, D/o. J. Prashanth, Aged about 5 years, represented by her father and natural guardian Mr. J. Prashanth,
- 13. Mrs. LAXMIDEVI**, W/o. Late. Chandre Gowda, Aged about 63 years, All are residing at No.80, Jakkur Village, Yelahanka Hobli, Bangalore North Taluk,
- 14. Master VISHAL NAVANEETH GOWDA**, S/o. J. Prashanth, Aged about 2 years, represented by his father and natural guardian Mr. J. Prashanth. All are residing at No.80, Jakkur Village, Yelahanka Hobli, Bangalore North Taluk. All are represented by their Power of Attorney holder **M/s. CITRUS SHELTERS PRIVATE LIMITED** Represented by its authorized signatory Mr. _____, (POA dated 23-08-2017, registered as Document No.MLS-4-00188-2017-18, Book 4, stored in CD No. MLSD136 in the Office of the Sub Registrar, Gandhinagar(Malleswaram) (Herein

after collectively referred to as “**SELLER**”; (which expression shall unless repugnant to the context mean and include their respective heirs, Legal Representatives, successors-in-interest and assigns) of the **ONE PART**;

AND

M/s. CITRUS SHELTERS PRIVATE LIMITED, (Formerly known as Citrus Water Resources Private Limited) a Company incorporated under The Companies Act 1956, having its registered office at # 1/22, (Old No. 1/A), Halasur Road, Bangalore - 560 042, Represented by its Authorized Signatory **Mr.** _____, (Herein after referred to as “**DEVELOPER**” (which expression shall unless repugnant to the context mean and include its successors-in-interest and assigns) of the **SECOND PART**;

Both and Sellers and Developer are hereinafter collectively called as **PROMOTER**

AND

Mr/Mrs/Ms. _____, Aged about _____ years, S/o, D/o. W/o. Mr. _____, Pan No. _____, Residing at _____; herein after called the “**ALLOTTEE/S**” (which term shall mean wherever the context so admits be deemed to include his/her/their legal heirs, representatives, executors, administrators and assigns) of the **OTHER PART**.

WITNESSETH AS FOLLOWS:

WHEREAS, the owners herein represents that they are the absolute owners in possession of all that residentially converted property bearing Sy. No. 110/1 measuring 1 Acre and 3 Guntas, and Sy. No. 110/2 measuring 1 Acre 7 Guntas, totally measuring 2 Acre 10 Guntas situated at Jakkur Village, Yelahanka Hobli, Bangalore North Taluk morefully described in Schedule A hereunder and hereinafter called as Schedule A property. The said properties stand converted vide Official Memorandum dated 27-05-2011 vide order of the Deputy Commissioner in No. ALN/SR/179/2014-15, vide Official Memorandum dated 04-02-2015.

WHEREAS, the Schedule “A” Property are abutting each other and fit for develop into a Residential row houses, hence the Sellers have decided to jointly develop the Schedule A Property in to a Residential row houses and have entered in to a joint development Agreement for development with the Developer herein vide Agreement dated 28-08-2017, registered as Document No. MLS-1-01518-2017-18, stored in C. D.

No. MLSD136 in the Office of the Sub Registrar, Gandhinagar (Malleshwaram). The sellers have also executed a Power of Attorney (POA) dated 28-08-2017 registered as Document No. MLS-4-00188-2017-18, Book 4, stored in CD No. MLSD136 in the office of the Sub Registrar, Gandhinagar (Malleshwaram) in favour of the Developer for development of the Schedule 'A' property into row houses in accordance with the plans sanctioned/ to be sanctioned by Bruhat Bangalore Mahanagara Palike (BBMP).

WHEREAS the Developer acting under the aforesaid Agreement and Power of Attorney both dated 28-08-2017, has formulated a scheme of development of the Schedule A Property into a residential row houses known as "**ZEN GARDEN**" on the Schedule 'A' Property for the sale of such Row House to the prospective Allottees along with internal roads, landscaped areas/parks, open spaces with all other allied internal and external services such as water supply system and sewage disposal system etc. (hereinafter referred to as the "Project").

WHEREAS, as per the Scheme propounded by the Promoter, the Allottee intend to purchase a Row House known as "**ZEN GARDEN**" has to enter in to an Agreement of Sale with the Promoter for the purchase of Schedule B and C Property in accordance with the aforesaid sanctioned plan.

WHEREAS, the Sellers assure and represent that (i) the Schedule 'A' Property has a clear and marketable title, (ii) that there is no order from any Court restraining the Sellers from alienating the Schedule 'A' Property, (iii) that the Schedule 'A' Property is free from all encumbrances, there being no charge, lien, mortgage (other than the charge created in favour of the Lenders), or lis pendens or attachment of any civil, revenue or criminal court of law, public authority, or any pending acquisition proceeding and (iv) there is no other agreement to sell the same, or a portion thereof, to any other person or persons.

WHEREAS, Allottee hereinafter is being satisfied with the title documents of the Promoter to the Schedule A Property and after being satisfied with the scheme of ownership is desirous of owning residential Row House which is more fully described in Schedule B and C Property hereunder. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed;

The Promoter has registered the Project under the provisions of the RERA Act with the Real Estate Regulatory Authority at Bangalore on ____-____-____ under registration no.PR/KN/_____/_____;

WHEREAS, the Allottee is desirous in buying residential row house and he/she/they approached the Promoter and applied for row house bearing no. _____ in the project vide application No. _____ dated _____ and has been allotted Row house No. _____ measuring _____ Sq. ft. which is more fully described in the Schedule C herein and hereinafter called as Schedule C property along with an undivided _____ % share in the Schedule 'A' Property, more fully described in the Schedule 'B' hereto and the Schedule 'B' and Schedule 'C' together hereinafter referred to as the "SCHEDULE PROPERTY", the Promoter has agreed to sell Schedule property to the Allottee. The Promoter has agreed to sell and the Allottee have agreed to purchase Schedule Property for a total sale consideration of **Rs. _____/- (Rupees _____ Only)** on the assurances that the Promoter are the absolute owner of the Schedule Property and accordingly the parties desire to reduce the terms of this agreement as follows.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee/ Allottees and the Allottee/ Allottees hereby agree to purchase, the schedule property.
- 1.2 The Total Price for the Row House based on the Super built up area is Rs. _____/- (Rupees _____ Only) ("**Total Price**") paid/payable at the times and in the manner set out in Schedule D which includes the booking amount, taxes towards the Schedule property Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the Promoter shall be increased/reduced based on such change / modification;
- 1.3 The Promoter shall periodically intimate to the Allottee, the amount payable as stated in clause 1.2 above and the Allottee shall make payment within 15 (Fifteen) days from the date of such written intimation. In addition, the

Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective; the total price of the schedule property includes prorata share in the common area and closed parking (s) as provided in the Agreement.

- 1.4 The Total Price excluding increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1.5 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule D ("Payment Plan")**.
- 1.6 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ 2% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter provided the allottee has to pay the entire total cost within the stipulated time as mentioned in the Clause 1.2 and Schedule D.
- 1.7 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and the nature of fixtures, fittings and amenities described therein in respect of the Row Houses, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Real Estate (Regulation and Development) Act 2016 (RERA Act).
- 1.8 The Promoter shall confirm the final carpet area that has been allotted to the Allottee 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 price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund

the excess money paid by Allottee within 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 Allottee, the Promoter shall demand that from the Allottee 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 1.2 of this Agreement.

1.9 Subject to the clause 9 the Promoter agrees and acknowledges that, the Allottee shall have the right to the Row House as mentioned below:

(i) The Allottee shall have exclusive ownership of the Schedule property upon executing the sale deed;

(ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act.

(ii) That the computation of the price of the Row House includes value of Schedule A property, construction of the common areas, construction of internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

1.10 It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project in confirmation of the relevant guidelines of the approving authority.

1.11 It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, shall not form a part of the declaration to be filed with concerned authority.

1.12 The Promoter agrees to pay all outgoings before transferring the physical possession of the Row House to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Row House to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

1.12 The Allottee has paid a sum of Rs. _____ (Rupees _____ only) as booking amount being part payment towards the Total Price of the Row House at the time of application. The receipt of the said payment the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Row House as prescribed in the Payment Plan as set out in Schedule D, Provided that if the allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Karnataka Real Estate (Regulation and Development) Rules, 2017 (Rules).

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the promoter abiding by the milestones, the Allottee shall make all payments, on demand by the promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of of M/s. Citrus Shelters Private Limited, A/C. No. _____ payable at Bangalore.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all

other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the promoter with such permission, approvals which would enable the promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or 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 shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 3.2 The Promoter accepts no responsibility in this regard. 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 Row House applied for herein in any way and the promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

The Allottee authorizes the promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, 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.

5. TIME IS ESSENCE

Time is of essence for the promoter as well as the Allottee. The promoter shall abide by the time schedule for completing the project and handing over the Row House to the Allottee and the common areas to the Owner's association/concerned authorities of the allottees after receiving the occupancy certificate from the concerned authority. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and

meeting the other obligations under the Agreement as provided in **Schedule D** ("**Payment Plan**").

6. CONSTRUCTION OF THE PROJECT/ ROW HOUSE

The Allottee has seen the specifications of the Row House which is annexed as Annexure -1 to this agreement and accepted the Payment Plan, Layout plans which has been approved by the competent authority, as represented by the promoter. The promoter shall develop the Project in accordance with the said layout plan, floor plans and specifications. Subject to the terms in this Agreement, the promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR as per provisions prescribed by the RERA Rules and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the RERA Act , and breach of this term by the promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE ROW HOUSE

7.1 Schedule for possession of the Schedule property: The promoter agrees and understands that timely delivery of possession of the Row House is the essence of the Agreement. The promoter, based on the approved plan, assures to hand over possession of the Row House/Schedule Property on _____, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the promoter shall be entitled to the extension of time for delivery of possession of the Row House, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession - The Promoter upon obtaining occupancy certificate from the competent authority shall offer in writing the possession of the Row House, to the Allottee in terms of this Agreement to be taken within

45 (Forty Five) days from the date of issue of such notice and the Promoter shall give possession of the Row House to the Allottee provided all payments as per payment plan as described in Schedule D is fulfilled. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter.

7.3 Failure of Allottee to take Possession of Row House: Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the Row House from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Row House to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 Possession by the Allottee - After obtaining occupancy certificate from the concerned authority and handing over physical possession of the Row House to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas to the Owners association or the competent authority, as the case may be, as per the local laws.

7.5 Cancellation by Allottee - The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the RERA Act. Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the Promoter to the allottee within 45 days of such cancellation or after entering into a separate agreement with a new customer on equivalent or better terms in respect of the Schedule Property, and after receipt of money there under whichever is later.

7.6 Compensation - The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the RERA 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 Promoter fails to complete or is unable to give possession of the Row House (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 RERA Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Row House, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the RERA Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Row House.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project except a mortgage created in respect of construction finance obtained for the project; there are no litigations pending before any court of law with respect to the said Row House, project.
- (iv) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Row House are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land and Row House and common areas;
- (v) 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;
- (vi) 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 schedule property, and the said Row House which will, in any manner, affect the rights of Allottee under this Agreement;
- (vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Row House to the Allottee in the manner contemplated in this Agreement;
- (viii) At the time of execution of the conveyance deed the Promoter shall

handover lawful, vacant, peaceful, physical possession of the Row House to the Allottee and the common areas to the Association of the Allottees;

(ix) 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;

(x) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

(xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

(i) Promoter fails to provide ready to move in possession of the Row House to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the Row House shall be in a habitable condition which is complete in all respects;

(ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the RERA Act or the rules or regulations made there under.

9.2 In case of Default by Promoter under the conditions listed above, Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Row House; Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Promoter interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Row House.

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

(i) In case the Allottee fails to make payments for 2 consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate specified in the Rules.

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond 3 consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Row House in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID ROW HOUSE

The Promoter on receipt full consideration of the Row House under the Agreement from the Allottee as stated in the Schedule D (payment plan), shall execute a conveyance deed and convey the title of the Row House within 3 (three) months. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority (ies).

11. MAINTENANCE OF THE SAID PROJECT/ ROW HOUSE

- a) The Promoter shall be responsible to provide and maintain essential services in the Project till taking over of the maintenance of the project by the Owner's association. The cost of such maintenance has been included in the Total Price of the Row House.
- b) The Allottee shall pay towards maintenance security deposit and additional amounts if the maintenance deposits/advances created stands depleted.
- c) The common areas such as roads, water lines, sewage lines and other common areas like staircases, passages, lobbies, lifts etc used by the owners of the Row Houses in 'A' Schedule Property shall be used in common. The Allottes shall not place, store or keep anything in the common areas so as to obstruct free passage to the other Row House owners in 'A' Schedule Property to their agents and visitors.
- d) The Allottes shall not obstruct or hinder, for any reason whatsoever, the

- progress of the construction of the building if any or any part thereof.
- e) The Allottes shall not at any time, carry on or suffer to be carried on in the Row House , any noisy, offensive or dangerous trade or pursuit or which may be or become in any way a nuisance, annoyance or danger to the Promoter or the other Row House Owners or occupiers of the other Row Houses or the neighbours which may tend to depreciate the value of the said Row House or any part thereof;
 - f) The Allottee will use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in the Building in common with the other Row House Owners and to permit free passage of water, sanitary, electrical lines, through and along the same or any of them and to share with the other Row House Owners, the cost of repairing and maintaining all such sewers, drains and water lines as also the cost of maintaining and repairing all common amenities such as common roads, staircases etc., and to use the same as aforesaid and/or in accordance with the Rules, Regulations, Bye-laws and terms of the Organisation to be formed by or among the Row House Owners in the Building;
 - g) The Allottee shall duly and punctually pay the proportionate share of Municipal Taxes, rates and cesses, insurance charges, cost of maintenance and management of the Building, charges for maintenance of services, like security maintenance including salaries, water, sanitation, electricity etc., salaries of the employees of the Organisation / Association of owners and other expenses in regard to the Building as may be determined by the Promoter / Organisation / Association of owners, from time to time. The liability for such share shall commence from the date of notice for Row House hand over , irrespective of whether the Allottee take possession thereof or not;
 - h) The Allottee will not put up any hoarding, name plates, sign-boards, graffiti etc., in place other than that demarcated and allotted by the Promoter;
 - i) The Allottee shall keep the common areas, open spaces, parking areas, passages, staircase, lobbies etc., free from obstructions and in a clean and orderly manner and shall not encroach on any common areas and rubbish/refuse shall not be thrown out of the Row House anywhere;
 - j) The Allottee shall keep the Row House walls, drains, pipes and other fittings in good and habitable repair and condition and in particular so as to support and protect the parts of the Building, other than the Row House of the Allottee and shall carry out internal works or repairs as may be required by the Managing Committee of the Organisation / Association of owners.
 - k) The Allottee shall not make any additions or alterations or cause damage to any portion of the Building or the Row House, and not change the outside colour scheme, outside elevation/facade/decor of the Building, otherwise

- than in a manner agreed to by the majority of the Row House Owners;
- l) The Allottee shall not alter or subscribe to the alteration of the name of the Building, which shall be known as "ZEN GARDEN".
 - m) The Allottee shall not park any vehicles in any part of the Schedule 'A' Property, except in the parking area specifically allotted and earmarked for the Allottee

12. DEFECT LIABILITY

It is agreed that in case any structural defect is observed for the Schedule property and such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the RERA Act.

13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The Allottee hereby agrees to purchase the Row House on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time. The Allottee agrees that the he/she/they shall pay the maintenance charges regularly to the Promoter/Organization/Association of owners formed for the purpose for the maintenance of the Building and such maintenance charges shall include all the amounts payable with regard to the common repairs, common interest, common maintenance, painting, etc., including maintenance of internal roads, compound walls and other amenities and facilities provided in the Building constructed on the Schedule 'A' Property. The Allottee shall observe and perform all the rules and regulations that may be incorporated by the Promoter / Organization / Association of owners.

14. RIGHT TO ENTER THE ROW HOUSE FOR REPAIRS

The Promoter / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, for providing necessary

maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Row House or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the ZEN GARDEN, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services

16. GENERAL COMPLIANCE WITH RESPECT TO THE ROW HOUSE:

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Row House at his/her own cost, in good repair and condition and shall not do or suffer to be done anything, or to the Row House, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Row House and keep the Row House, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Row House is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Row House or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Row House. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Row House. 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. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Allottee is entering into this Agreement for the allotment of Row House with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee 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 Row House, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Row House / at his/ her own cost.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE ON THE SCHEDULE B PROPERTY

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Row House /Schedule property 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 Row House.

20. BINDING EFFECT

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

21. ENTIRE AGREEMENT

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

22. RIGHT TO AMEND

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

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON 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 Project shall equally be applicable to and enforceable against any subsequent Allottees of the Row House, in case of a transfer, as the said obligations go along with the Row House for all intents and purposes.

The Allottees shall not have the right to assign or transfer his/her/their interest under this Agreement during the term of this Agreement without prior written consent of the Promoter. The Promoter is not obliged to give its consent for any assignment and the Allottees cannot claim the same as of right. In the event such consent is given by the Developer for assignment of Allottees' rights under this Agreement will be liable to pay transfer charges of Rs. _____ per Sq. ft. of Carpet area as applicable.

24. WAIVER NOT A LIMITATION TO ENFORCE

22.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

22.2 Failure on the part of the Promoter 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.

25. SEVERABILITY

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

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the Super built up area of the Row House bears to the total Super built up area of all the Row House in the Project.

27. FURTHER ASSURANCES

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

Without prejudice to the foregoing, the Allottee(s) acknowledges that any right of specific performance vesting in him/her under law shall be subject to the terms of Clause above.

28. PLACE OF EXECUTION

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

29. NOTICES

That all notices required to be served on the Allottee and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Developer by Registered Post at the address first set out above.

It shall be the duty of the Allottee 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 at the above address shall be deemed to have been received by the Developer or the Allottee, as the case may be.

30. JOINT ALLOTTEES

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

The Allottees shall bear the full stamp duty, registration fee, miscellaneous charges, legal fee and all other incidental expenses payable for stamping and registration of the sale deed in his favour. It shall be the responsibility of the Allottee's to secure the release of the sale deed from the office of the concerned Sub Registrar of Stamps and Allowances or any other authority and the Developer will have no liability in this behalf.

31. GOVERNING LAW

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

32. DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the RERA Act.

Any dispute or difference arising in connection with, or under this Agreement shall be finally settled by arbitration, to be conducted in accordance with the

Arbitration & Conciliation Act, 1996, before a sole arbitrator appointed by the Promoter, whose decision shall be final and binding upon the parties. The proceedings shall be conducted in the English language, at Bangalore city.

Subject to sub-clause of above, the Parties irrevocably submit all disputes arising out of or under this Agreement to the exclusive jurisdiction of the courts at Bangalore.

SCHEDULE 'A' PROPERTY

All that piece and parcel of the Residentially Converted Properties bearing Sy. No. 110/1 measuring 1 Acre and 3 Guntas and Sy. No. 110/2 measuring 1 Acre 7 Guntas totally measuring 2 Acre 10 Guntas situated at Jakkur Village, Yelahanka Hobli, Bangalore North Taluk and bounded on the

East by : Sy. Nos.110/3
West by : Road and Sy. No. 99
North by : Sy. No.90
South by : Sy.No.89

SCHEDULE 'B'

An undivided _____ % share equivalent to _____ Square Feet in the Schedule 'A' Property.

SCHEDULE 'C'

A Row House bearing no. _____ **Measuring** _____ **-sq. ft. of super built up area** known as "ZEN GARDEN", (a proportionate share in the common areas) with _____ Car Parking Space.

SCHEDULE D **PAYMENT PLAN BY THE ALLOTTEE**

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

Please affix photograph and sign across the photograph
Please affix photograph and sign across the photograph

Allottee: (including joint buyers)

(1) _____

(2) _____

At _____ on _____ in the presence of:

SIGNED AND DELIVERED BY THE WITHIN NAMED

Please affix photograph and sign across the photograph
Developer:

Mr. _____

(Authorized Signatory)

WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

ANNEXURE -1
specifications

Specification for Citrus Zen garden

Sr.	Description	Finishes
1	Flooring	
	Living and Dining	Vitrified tile
	Entrance Foyer	Vitrified tile
	Kitchen and utility	Ceramic anti skid tile
	Bathrooms	Ceramic anti skid tile
	Balcony	Ceramic anti skid tile
	Bed rooms except Master bedroom	Vitrified tile
	Internal staircase	Sadarahalli granite
	Master bed room	Laminated wood flooring
2	Dado	
	Bathrooms	Ceramic tiles upto 7'-0"Height
3	CP Fittings	Jaguar or equivalent
4	Sanitary ware	RAK or equivalent
5	Doors & Windows	
		Main door teak veneered Shutter with engineered/timber frame
		Other doors shall be laminated flush shutters with engineered / timber frame

		Aluminum 3 track windows with mosquito net on one shutter(where ever necessary)
		Balcony french window -Aluminium sliding doors with plain glass
		Balcony and Staircase MS hand railing
6	Kitchen plumbing point	Provision for plumbing points for 1 sink and electrical points
		i) Aqua guard point in kitchen
		ii) Washing machine point in utility area
		iii) Gas cylinder point in utility area

COMMON SPECIFICATIONS

Sl.No	DESCRIPTION	SPECIFICATION
1	Building	
1	Type of structure	RCC Structure
1.1	Seismic Zone	Seismic Zone II
1.2	Buliding Walls	Concrete solid block masonry
1.3	Internal wall finish	Smoothly Plastered with C.M
1.4	External wall finish	Sand face Plastered
2	Painting/Polishing	
2.1	Interior	Acrylic Emulsion Paint
2.2	Exterior	Exterior Cement paint
3	Electrical	
3.1	Power requirement	5KW/villa
3.2	DG Power	Common area only
3.3	Backup power for villa	D G Back up in each villa 1.5 KW

