

[On a stamp paper of appropriate value]

AGREEMENT TO SELL

This **Agreement to Sell** (“**Agreement**”) entered at Bengaluru executed on this ____
(Date) day of _____ (Month) 20____,

BY AND AMONGST:

M/s. ARR Developers

A Partnership Firm,

having its registered office at:

NO#89, KOTHANUR MAIN ROAD, KOTHANUR, JP NAGAR 8th PHASE,
BANGALORE – 560078.

PAN NO : AAWFA9299B

Represented by its Partners,

hereinafter referred to as ‘**VENDOR/PROMOTER**’.

(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their) **OF THE FIRST PART.**

AND:

Mr.....

S/o

Aged about ... years,

Residing at No.....,

.....

PAN:

ADHAAR:

Hereinafter called and referred to as “**PURCHASER/ALLOTTEE**”

(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees) **OF THE SECOND PART.**

WHEREAS:

- A. The Vendor is the absolute owner of all that piece and parcel of the residentially converted land IN Re-Sy. No. 193/4 (Old Sy. No. 193/1), situated at Varthur Village, Varthur Hobli, earlier Bengaluru South Taluk presently Bengaluru East Taluk, Bengaluru, totally measuring 0.28.08 Guntas (which includes 0.8.08 guntas

left out towards proposed Road out of 0.28.08 guntas), converted for its use from agricultural to non-agricultural residential purposes vide Official Memorandum bearing No. ALN (EVH) SR:185/2012-13 dated 21.09.2012 issued by the Deputy Commissioner, Bangalore District, Bangalore, which is more fully described in the Schedule A written hereunder and hereinafter referred to as **'PROJECT LAND/SCHEDULE 'A' PROPERTY'**.

- B. The Promoter firm acquired Schedule-A property under the Sale Deed dated 15.12.2012 registered as Document bearing No. VRT-1-04778-2012-13 in Book I stored in C.D. No. VRTD171 in the office of the Sub-Registrar, Varthur, Bangalore.
- C. The Schedule A Property which is part of the larger land in Re-Sy. No. 193/4 (Old Sy. No. 193/1), totally measuring 2 Acres 26 Guntas situated at Varthur Village, Varthur Hobli, earlier Bengaluru South Taluk presently Bengaluru East Taluk, Bengaluru, was acquired by one Sri. Chikkakanakappa under three different Registered Sale Deeds, i.e. (measuring an extent of 1 acre 11 ½ Guntas in Sy. No. 193/1, vide registered Sale Deed dated 04.03.1996, registered on 11.07.1997, registered as document No. 11481/1995-96, Book-I and another extent measuring an extent of 0.08 Guntas in Sy. No. 193/1 vide registered Sale Deed dated 04.03.1996, registered on 11.07.1997, registered as document No. 11482/1995-96, Book-I and another extent of 1 Acre 6 ½ Guntas in Sy. No. 193/1, vide registered Sale Deed dated 04.03.1996, registered on 11.07.1997, registered as document No. 11483/1995-96, Book-I, all three Sale Deeds registered before the office of the Sub-Registrar, Bangalore South Taluk, Bangalore. The revenue records like RTC, mutations vide MR 128/1995-96, MR 129/1995-96 & MR 130/1995-96 mutated in the name of the said Sri. Chikkakanakappa and thereafter the lands were allotted Re-Survey No. 193/4, by amalgamating all the three pieces stated above.

- D. The Vendor herein purchased the Schedule A Property being a portion of the land measuring 0.28.08 Guntas (which is including 0.8.08 Guntas left out towards proposed Road out of 0.28.08 Guntas), in converted Re-Sy. No. 193/4 (old Sy. No. 193/1) from the said Sri. Chikkakanakappa and his family members under the aforesaid Sale Deed.
- E. After having purchased Schedule-A property, the Promoter herein has got the municipal records Bruhat Bangalore Mahanagara Palike (BBMP) mutated and transferred to its name and the property has come to be assigned with municipal No. 1443/193/4 and subsequently, with an intention to construct a residential apartment, the Promoter firm applied for sanction of building plan before the B.B.M.P. and obtained the building plan and License sanctioned vide L.P. No. 209/2014-15 dated 03.02.2015 & 209/2014-15 Ad/Com/MDP/0018/2014-15 respectively.
- F. After having purchased the Schedule A Property and obtaining the building plan sanction, the Promoter Firm has been re-constituted and recorded in the Deed of Reconstitution dated 11.06.2018.
- G. The Promoter after having obtained all the other necessary NOC's, sanctions, licenses from the statutory authorities has commenced construction of the multi storied residential apartment Complex having consisting of 01 block, having basement, ground floor plus Three upper floors, comprising of 40 Apartments and the said project shall be known as **"AMBARAM HOMES"**.
- H. The development of AMBARAM HOMES is designed in such a way that the apartment has 'Common Areas' as defined Schedule F hereunder, to be owned, enjoyed and maintained collectively by the Allottees of the residential apartments in Common.

- I. The Promoter having obtained the final sanctioned plan, specifications and approvals for the Project agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with Section 14 of the Act and other laws as applicable.
- J. The Promoter has registered the Project under the provisions of the Act with the Karnataka Real Estate Regulatory Authority at _____ on _____ and the project has been granted Registration No. _____;
- K. The Allottee has applied for an apartment in the Project vide Application No. _____ dated _____ and has been allotted apartment no. _____ having carpet area of _____ square feet, type _____, on _____ floor in [tower/block/building] No. _____ (“Building”) along with garage/covered parking No. _____ admeasuring _____ square feet in the _____ [Please insert the location of the garage/covered parking], as permissible under the applicable law and of pro rata share in the common areas (“Common Areas”) as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the “Apartment” more particularly described in Schedule-B and the floor plan of the apartment is annexed hereto and marked as Schedule-C);
- L. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- M. 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;
- N. 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;

- O. 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 Apartment and the covered parking as specified in Para- L.

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

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions:

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

- a) **“Act”** means the Real Estate (Regulation and Development) Act, 2016(Central Act of 2016) and includes the Karnataka Real Estate (Regulation and Development) Rules, 2017 wherever the context so requires;
- b) **“Agreement”** shall mean this agreement to sell an apartment, including the schedules hereto, as may be amended from time to time;
- c) **"Allottee"** in relation to AMBARAM HOMES , means the Allottee/s to whom the apartment has been allotted and agreed to be sold and includes the person who subsequently acquires the said allotment through sale, transfer;
- d) **“Applicable Law”** means all laws, statutes, regulations, codes, bye-laws, ordinances, treaties, judgments, decrees, directives, rules, guidelines, orders, policies and other requirements of any statutory Authority having jurisdiction over the Schedule Property which are in effect or as may be amended, modified, enacted or revoked from time to time hereafter;
- e) **“Association or Association of Allottees or Owners Association”** shall all mean the same, being the Association of Allottees/Owners in AMBARAM HOMES to be formed by the Allottees/Owners, in respect of the Project in accordance with law;
- f) **“Completion Date”** shall mean 02/02/2020 or such extended time as may be permitted by law, before which the Promoter would have completed the construction and secured the Occupancy Certificate;

- g) **“Carpet Area”** shall mean the net useable floor area of the apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment;
- h) **“Commencement Certificate”** shall mean the Commencement Certificate issued by Bruhat Bangalore Mahanagara Palike;
- i) **“Common Areas and Common Amenities and Facilities of the Project”** shall mean the entire Schedule Property and all other areas as defined in Section 2 (n) of the Act and the common amenities and facilities being provided in the Project, to this agreement;
- j) **“Force Majeure”** shall mean the occurrence of one or more of the following events:-
- i) war,
 - ii) flood,
 - iii) drought,
 - iv) fire,
 - v) cyclone,
 - vi) earthquake,
 - vii) Any other calamity caused by nature,
 - viii) Any other cause,

Due to which the construction work in the Project is affected.

- k) **“Interest”** means the rate of interest payable by the Allottee/s and or the Promoter, as the case may be in terms of this Agreement which is to be calculated at prevailing interest rate of State Bank of India highest Marginal Cost of Lending Rate (MCLR) plus 2%.
- l) **“Occupancy Certificate”** means the Occupancy Certificate or Partial Occupancy Certificate or such other Certificate by whatever name called, issued by BBMP confirming completion of the construction in the Project and pursuant thereto permitting occupation of building;
- m) **“The Project Account”** shall mean the account opened in Karnataka Bank, Jayanagar 9th Block Branch, Bengaluru standing in the name of the Promoter bearing Account No. 612000100171301;
- n) **“Owners”** shall mean any owner or owners of apartments in the Project;

- o) **“Sale Deed”** shall mean the Deed of Sale to be executed by the Sellers, for legally conveying the absolute right, title and interest in the Schedule Property on the terms and conditions contained therein under the Scheme;
- p) **“Schedule “A” Property”** shall mean the Project land upon which the apartment complex is being constructed;
- q) **“Schedule “B”** shall mean the Apartment, together with the attached car parking space and share in the common areas and the proportionate undivided share which is to be transferred to the Association of Allottee/s, in the Project that is being developed by the Promoter on the Schedule A Property.
- r) **“Schedule “C”** shall mean the floor plan of the apartment agreed to be sold to the Allottee/s;
- s) **“Schedule “D”** is the Payment plan by the Allottee according to which the Allottee/s shall make the payment towards the Schedule Property;
- t) **“Statutory Payments”** shall mean any statutory charges, taxes, cesses, including Goods and Service Tax (“GST”) as applicable from time to time , which will be payable by the Purchaser/s in addition to the Sale Consideration, Cost of Construction and Other Cost Charges and Expenses, under this Agreement;
- u) **“Super Built Up Area”** of any residential Apartment shall mean the aggregate of the Carpet Area of the residential Apartment and (ii) thickness of the external walls (iii) balconies and terraces and a proportionate share of the Common Areas and such of the Common Area used for housing the Common Amenities and Facilities in the Project; and

1.2 Interpretations

- a) Any word or phrase defined in the body of this Agreement as opposed to being defined in Clause 1.1 above shall have the meaning assigned to it in such definition throughout this Agreement, unless the contrary is expressly stated or the contrary clearly appears from the context.
- b) If any provision in Clause 1.1 is a substantive provision conferring any rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive provision in the body of this Agreement.
- c) The use of the word “including” followed by a specific example(s) in this Agreement, shall not be construed as limiting the meaning of the general wording preceding it.

- d) The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply.
- e) The Schedules and the Annexures to this Agreement shall be deemed to be incorporated in, and shall form an integral part of, this Agreement.
- f) Reference to any agreement, deed, document, instrument, rule, regulation, notification, statute or the like shall mean a reference to the same as may have been duly amended, modified or replaced. For the avoidance of doubt, a document shall be construed as amended, modified or replaced only if such amendment, modification or replacement is executed in compliance with the provisions of such document(s).
- g) Reference to any section or clause shall mean a reference to a section, clause of this Agreement unless specified otherwise.
- h) Reference to the terms "herein", "hereto", "hereunder" and words of similar purport refer to this Agreement as a whole.
- i) Headings in this Agreement are inserted for convenience only and shall not be used in its interpretation.
- j) In this Agreement, (including the Recitals above) unless the context clearly indicates a contrary intention, a word or an expression, which denotes a natural person shall include an artificial person (and vice versa), any one gender shall include the other genders, the singular shall include the plural (and vice versa).

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

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the apartment as specified in Para L.

1.2 The Total Price for the Apartment based on the carpet area is Rs. _____ (Rupees _____ only ("Total Price"))

Price Break Up is as follows:

Residential Apartment bearing No.

- i. Rate of Residential Apartment per square feet*
- ii. Floor rise charges :
- iii. Preferential Location Charges
- iv. Club House charges(Non Refundable)
- v. Allotment of ____ Car Parking spaces in ____ Floor
- vi. Local Authority(Water Connection) pro rata charges _____
- vii. Electricity (BESCOM) pro rata charges _____
- viii. Facilities and amenities charges :
- ix. GST
- x. Legal Charges:
- xi. Advance maintenance

Total Price _____ (Rupees _____ Only)

(Stamp duty and registration fees shall be [paid by the Allottee at the time of registration of Sale Deed)

(Price breakup as shown below 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 as per Para 11 etc., if/as applicable)

Explanation:

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

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

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of

registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged to the allottee;

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
 - (iv) The Total Price of Apartment includes recovery of price of land, construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.
- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in Schedule- D ("Payment Plan").
- 1.5 The Promoter may allow, in his sole discretion, a rebate for early payments of installments payable by the Allottee by discounting

such early payments @ 12 % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'E' and Schedule 'F' (which is in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Apartment and the Common Amenities, without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act. The Allottee hereby consents the modification of the sanctioned building plan to achieve extra FAR, if the same becomes available to the Promoter.
- 1.7 The Promoter shall conform to 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 reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.
- 1.8 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Apartment;
 - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other

occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;

- (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project;
- (v) The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment as the case may be, with prior intimation to the Promoter.

1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment along with ____ covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment 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 apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay

such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken there for by such authority or person.

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

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

2. MODE OF PAYMENT:

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

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the

Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Apartment to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT/ APARTMENT:

The Allottee has seen the proposed plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed in this regard by any authority and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act, and breach of

this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT:

7.1 Schedule for possession of the said Apartment - The Promoter agrees and understands that timely delivery of possession of the Apartment to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place on or before 02/02/2020, 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 or any other valid reason which may have the result of delaying the development work of the 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 Apartment, 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 or the proportionate insurance claim amount received by the Promoter, whichever is higher, within 45 days from that date. The promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

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

promoter shall hand over the occupancy certificate of the apartment, as the case may be, to the allottee at the time of conveyance of the same.

7.3 Failure of Allottee to take Possession of Apartment/Holding Charges

- Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Apartment 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 Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in Para 7.2, after duly paying the entire amount due and getting the Sale Deed executed and registered, such Allottee shall continue to be liable to pay maintenance charges as specified in Para 7.2.

The Allottee/s hereby agree/s that in case the Allottee/s fail/s to respond and/or neglects to take possession of the Apartment within the time stipulated by the Promoter by paying the balance sale consideration and getting the Sale Deed registered, then the Allottee shall in addition to the above, pay to the Promoter holding charges at the rate of Rs. 25/- (Rupees Twenty Five Only) per month per square feet of Carpet Area of the Apartment ("Holding Charges") and applicable maintenance charges towards upkeep and maintenance of the common areas and facilities and common facilities (if any) for the period of such delay. During the period of said delay the Apartment shall remain locked and shall continue to be in possession of the Promoter but at the sole risk, responsibility and cost of the Allottee in relation to its deterioration in physical condition.

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

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

Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment and any other

administrative charges and the brokerage paid to a Real Estate Agent towards the sale of Apartment to the Allottee. All taxes, cesses, statutory levies paid by the Purchaser, including GST, that have been remitted by the Promoter to the Government will not be refunded. The Purchaser shall be at liberty to seek for refund of the same from the government, in accordance with law. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 days of such cancellation.

7.6 Compensation – The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

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

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER AND ALLOTTEE:

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

- (i) The Owner and 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 owner and 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.

- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;
- (vi) The owner and 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 owner and the Promoter have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The owner and the Promoter confirms that they are not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the owner and the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The owner and the Promoter have duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of apartment, building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or the competent authority, as the case may be;

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

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

- (i) The Allottee shall at all times provide the required authenticated information and details as required, in case if the Allottee wishes to approach any Banks for financial assistance to purchase the apartment through Promoter or individually on his own approaches any financial institutions for loans.
- (ii) The Allottee shall execute all the necessary documents including but not limited to tripartite agreement etc with the Bank along with the Promoter and shall regularly pay the Equated Monthly Installments thereafter to the Bank.
- (iii) The Allottee after the execution of this Agreement for Sale shall make the payment as mentioned under Schedule – C without any delay, in case of any delay the Allottee is liable to pay a penalty of SBI MCLR + 2% for such delay.
- (iv) The Allottee as specified under this Agreement for Sale shall pay his share of the registration charges for registration of this Agreement for Sale and after completion and receipt of Occupancy Certificate for the Project he shall be liable to pay all municipal taxes and other charges, if any till he takes the possession of the Apartment.
- (v) The Allottee shall participate towards the formation of an association or society or cooperative society of the Allottees or federation of the same.
- (vi) The Allottee shall take physical possession of the apartment within a period of two months from the date the Promoter issuing the notice to the Allottee to come forward and take possession of the Schedule B Property, after obtaining the Occupancy Certificate by paying the all the amounts as per Schedule – C and to get the Sale Deed executed and registered within 2 months from the date of such notice.
- (vii) The Allottee shall participate towards the registration of the conveyance deed of the apartment within 3 (three) months or within time as agreed between the Parties after obtaining the Occupancy Certificate

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 Apartment to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the 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 PROMOTER on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

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

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

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

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

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

10. CONVEYANCE OF THE SAID APARTMENT:

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

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT:

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of allottees upon the issuance of the completion certificate of the project. The cost of such maintenance has been included in the Total Price of the Apartment.

12. DEFECT LIABILITY:

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

13. RIGHT TO ENTER THE 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 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.

14. USAGE:

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

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 15.1 Subject to Para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, 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 Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.

15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

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

17. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act, and further except for the extra FAR of 0.621 % to be achieved as mentioned in Clause 1.6 hereinabove through modified/revised building plan from BMICAPA.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the 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.

19. APARTMENT OWNERSHIP ACT:

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the Karnataka Apartment Ownership Act 1972. The Promoter showing compliance of various laws/regulations as applicable in the Karnataka Apartment Ownership Act 1972 and Rules framed therein.

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 Varthur Sub-Registrar (viz., any of the Offices under the jurisdiction of Varthur District 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 apartment/building, as the case may be.

22. RIGHT TO AMEND:

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

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 Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes. In case of transfer /assignment of Apartment and this agreement the allottee shall be liable to pay 10 % of total sale price as assignment charges to the Promoter.

24. WAIVER NOT A LIMITATION TO ENFORCE:

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

24.2 Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

25. SEVERABILITY:

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

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

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 carpet area of the Apartment bears to the total carpet area of all the Apartments in the Project.

27. FURTHER ASSURANCES:

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

28. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office in Bengaluru and after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution, the said Agreement shall be registered at the office of the Varthur Sub-Registrar at Bengaluru. Hence this Agreement shall be deemed to have been executed at Bengaluru.

29. NOTICES:

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by

Registered Post /email at their respective addresses specified below:

Email_____

M/s. ARR Developers

A Partnership Firm,
having its registered office at:
NO#89, KOTHANUR MAIN ROAD, KOTHANUR, JP
NAGAR 8th PHASE,
BANGALORE – 560078.
Email : Arrdevelopers99@gmail.com

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

30. JOINT ALLOTTEES:

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

31. SAVINGS:

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

32. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made

there under including other applicable laws of India for the time being in force.

33. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion.

If the dispute is not resolved amicably by mutual discussion. The parties agree that any claim or controversy, arising out of or relating to this Agreement or any alleged breach thereof, shall be determined by binding arbitration in (Bangalore). The arbitration shall be in accordance with Arbitration and Conciliation Act 1996. Any award of the Arbitrator(s) is final and binding on the parties.

34. AMENDMENT:

This agreement is prepared in accordance with the draft agreement that had been notified under The Karnataka Real Estate (Regulation and Development) Rules 2017, however the final draft of the Agreement of Sale is yet to be notified by the Government. Once the draft of the Agreement of Sale is notified by the Government and in the event of there being any changes in the same , this Agreement shall be amended in terms of the draft notified by the Government and the parties shall co-operate in executing the amended Agreement of Sale or a fresh Agreement of Sale, as the case may be. All expenses towards the same shall be borne by the Allottee/s.

SCHEDULE A PROPERTY (PROJECT LAND)

All that piece and parcel of the un-developed immovable property bearing present converted Re-Sy. No. 193/4 (Old Sy. No. 193/1), (converted from agricultural to non-agricultural purpose vide Official Memorandum bearing No. ALN (EVH) SR:185/2012-13 dated 21.09.2012 issued by the Deputy Commissioner, Bangalore District, Bangalore), situated at Varthur Village, Varthur Hobli, earlier Bangalore South Taluk presently Bangalore East Taluk, Bangalore, totally measuring 0.28.08 Guntas (which includes 0.8.08 guntas left out towards proposed Road out of 0.28.08 guntas) (which is morefully delineated in the sketch annexed herewith (Marked as B-2), with all

rights, appurtenances whatsoever hereunder or underneath or above the surface and bounded on the –

East by: Proposed Road to be formed in the Schedule Property from thereafter Adjacent Sy. No. 193/2A;

West by: Property bearing Sy. No. 194/5 belonging to Lakkur Sri. Abbaiah's Land;

North by: Remaining portion of the same Sy. No. (Marked in Sketch B-01); and

South by: Remaining portion of the same Sy. No. (Marked in Sketch B-03);

SCHEDULE 'B'

Apartment No. _____ having carpet area of _____ square feet, type _____, on _____ floor in [tower/block/building] no. _____ ("Building") along with one car parking no. _____ admeasuring _____ square feet in the _____ floor, having UDS _____ Square feet, with proportionate share in the common areas, built on residential property bearing No.with all rights, privileges and appurtenances thereto measuring East to West _____ Feet, North to South _____ Feet, totally measuring _____ square Feet :

East by:

West by:

North by:

South by:

(The Promoter will transfer the pro rata share ofsquare feet of right to the use of the common areas of the building and _____ square feet of Undivided right, share, title, interest and ownership in the Schedule A Property, in favour of the Association of the Allottee/s, in accordance with Section 17 of the Act or in any other manner as may be prescribed by the Government, in accordance with law)

SCHEDULE 'C' - FLOOR PLAN OF THE APARTMENT

SCHEDULE 'D' - PAYMENT PLAN

SCHEDULE 'E' – SPECIFICATIONS (WHICH ARE PART OF THE APARTMENT)

SCHEDULE 'F' AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)

DRAFT FOR APPROVAL ONLY

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

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