



AGREEMENT TO SELL

SOBHA _____

Situated at Bellahalli Village,
Yelahanka Hobli,
Bengaluru North Taluk,
Bengaluru

Between

Mr. Zahed Husain and others

And

Sobha Limited

In-favour of

<Name1>

Apartment No: **<Unit No>/<Floor>** Floor

SOBHA LIMITED

(Formerly known as Sobha Developers Limited)

Registered Office: "SOBHA" Sarjapur-Marthahalli Outer Ring Road (ORR), Devarabeesanahalli,
Bellandur Post, Bengaluru – 560103

AGREEMENT TO SELL

This Agreement to Sell is made and executed on this _____ at Bengaluru.

BY AND BETWEEN:

- 1) **Mr. ZAHED HUSAIN**, Son of late. Baquir Husain, aged about 81 years, residing at 7/1, Aga Abdullah Street, Richmond Town Bengaluru, having PAN - ABMPH6984K,
- 2) **Dr. SHAHID HUSSAIN**, aged about 53 years, son of Mr. Zahed Husain, residing at No.7/1, Aga Abdulla Street, Richmond Town, Bengaluru 560 025, having PAN -
- 3) **FARHANAY NAQVI**, aged about 51 years, wife of Mr Fazle Hasan Naqvi, daughter of Zahed Hussain, residing at 109 Estate Drive, Deerfield, IL 80015, USA, having PAN -
- 4) **FAHIMAY TAJ NAQVI**, aged about 54 years, wife of Mr Fazle Ali Naqvi and daughter of Zahed Hussain, residing at 1998 Bough Beeches Blvd, Mississauga L4W 2J7, Ontario, Canada, having PAN -
- 5) **SOSAN HUSSAIN**, aged about 56 years, wife of Mr Mir Ameen Hussain and daughter of Zahed Hussain, residing at No.3, Moyenville Road, Langford Town, Bengaluru 56 025, having PAN - Residing at No. 7/1, Aga Abdullah Street, Richmond Town Bengaluru,

All **represented by his GPA holder** Sobha Limited (formerly known as Sobha Developers Limited), under registered GPA dated 06.12.2017 registered office at “SOBHA” Sarjapur-Marthahalli Outer Ring Road (ORR), Devarabeesanahalli, Bellandur Post, Bengaluru – 560103, hereinafter referred to as the **“OWNERS/VENDORS”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators legal heirs and assign);

SOBHA LIMITED

(Formerly known as Sobha Developers Limited)

PAN - AABCS7723E

A Company incorporated under the Companies Act, 1956, having its registered office: at “SOBHA” Sarjapur-Marthahalli Outer Ring Road (ORR), Devarabeesanahalli, Bellandur Post, Bengaluru – 560103 represented by its Authorised Signatory/ies **Mr./Mrs.** _____, authorized vide board resolution dated _____, hereinafter referred to as the **“DEVELOPER”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest/partners from time to time / executors, administrators, its successor in title and assigns of the **SECOND PART**;

The Vendors and the Developer are collectively referred to as the **“FIRST PARTY”** and individually referred as the Vendors and Developer as the case may be

IN FAVOUR OF:

1. <Name1>
 <Relation1> <Name3>
 Aged about <Age1> years
 <Pan1>
 <Address1>

Aadhaar No:

Hereinafter referred to as the **“PURCHASER/S”** (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

(The Vendors, Developer and the Purchaser's are collectively referred to as the **“Parties”** and individually referred as the **“Party”** Vendors, Developer and Purchaser/s as the case may be)

WHEREAS:

- A. The aforesaid Vendor No.1 is the absolute owner of all that piece and parcel of residentially converted conjoint land bearing Survey No.50 measuring 5 Acres 10 Guntas, Survey No.51 measuring 8 Acres 30 Guntas and Survey no.54 measuring 3 Acres 21 Guntas, having BBMP Khata No.4/50,51,&54, situated at Bellahalli Village, Yelahanka Hobli, Bengaluru North Taluk, totally measuring 17 Acres 21 Guntas or 70,921.22 smt or 7,63,389 sft and which is morefully described in the schedule hereunder and hereinafter referred to as the **SCHEDULE “A” PROPERTY**. The physical extent of the Schedule “A” Property is _____ sqm after allocating certain areas for road widening etc.
- B. That, the Vendor No.1 has entered into Joint Development Agreement dated 06.12.2017 with the Developer, registered as Document No. GAN-1-04329-2017-18, in Book-I CD No. GAND301, in the office of the Sub registrar, Gandhinagar, Bengaluru (**“JDA”**) for the development of the Schedule “A” Property measuring 17 Acres 21 Guntas of the land and subsequently, the Vendor No.1 have in consideration of the terms of the said JDA have agreed that, the Vendor No.1 shall be entitled to retain 33% of the built up area up to 13,00,000 sft and 20% of built up area beyond 13,00,000 sft of over all built up area constructed in form of the Apartments along with corresponding car parks areas in the project and the proportionate undivided share in the Schedule “A” Property corresponding to the built up area with proportionate share in the common areas and common amenities and other facilities in the project and the respective phases and hereinafter referred to as the **“VENDOR’S ALLOCATION”** and subsequently, the Developer shall be entitled to retain 67% of the built up area up to 13,00,000 sft and 80% of built up area beyond 13,00,000 sft of overall built up area constructed in form of the Apartments along with corresponding car parks areas in the project and the proportionate undivided share in the Schedule “A” Property corresponding to the built up area with proportionate share in the common areas and common amenities and other facilities in the project and the respective phases and hereinafter referred to as the **“DEVELOPER’S ALLOCATION”** In the event, the parties to the JDA proceeds with revenue sharing the Developer shall own 67% of the revenue generated up to 13,00,000 sft and 80% of the revenue generated beyond 13,00,000 sft of overall built up area and hereinafter referred to as the **“DEVELOPER’S REVENUE SHARE”** and subsequently, The Vendor No.1 shall own 33% of the revenue generated up to 13,00,000 sft and 20% of the revenue generated beyond 13,00,000 sft of overall built up area and hereinafter referred to as the **“VENDOR’S REVENUE SHARE”**. Further, the Vendor No.1 had also executed a Power of Attorney dated 06.12.2017, with the Developer, registered as Document No. GAN-4-00274/2017-18, in Book-IV, stored in CD No. GAND301, in the office of the sub registrar Sub registrar, Gandhinagar, Bengaluru (**“POA”**) and accordingly, they have agreed to share the areas in terms of aforementioned JDA hereof.
- C. WHEREAS pursuant to the execution of the JDA, the Vendor No.1 out of natural love and affection towards his children i.e., the Vendor No. 2 to 5 herein, from and out of Vendor's Allocation has made the following Hibas (oral gifts) under the terms of which the Vendor No.1 has transferred by way of gift, a certain percentage of undivided share, right, title and interest in the Schedule “A” Property to the Vendor Nos 2 to 5 herein which have been subsequently confirmed as under:

- a. an undivided 42.28 % out of the Vendor's Allocation was gifted to Vendor No.2 on 06.12.2017 by way of a Hiba. The said Hiba was thereafter confirmed by Vendor No.1 and 2 under a Confirmation Deed dated 06.12.2017 (registered as Document No.4345/2017-18, Book-I, stored in CD No. GAND301, in the office of Sub-Registrar, Gandhinagar, Bangalore) read with Rectification Deed dated 09.02.2018 executed by Vendor No.1 and 2 (registered as Document No. 5704/2017-18, Book-I, stored in CD No. GAND304, in the office of Sub-Registrar, Gandhinagar, Bangalore);
 - b. an undivided 19% share out of the Vendor's Allocation was gifted to Vendor No.3 on 27.03.2018 by way of a Hiba. The said Hiba was thereafter confirmed by the said Vendor No.1 and 3 under a Confirmation Deed dated 27.03.2018 (registered as Document No. 6827/2017-18, Book-I, stored in CD No. GAND306, in the office of Sub-Registrar Gandhinagar, Bangalore);
 - c. an undivided 19% share out of the Vendor's Allocation was gifted to Vendor No.4 on 27.03.2018 by way of a Hiba. The said Hiba was thereafter confirmed by the said Vendor No.1 and 4 under a Confirmation Deed dated 27.03.2018 (registered as Document No. 6825/2017-18, Book-I, stored in CD No. GAND306, in the office of Sub-Registrar Gandhinagar, Bangalore);
 - d. an undivided 19 % share out of the Vendor's Allocation was gifted to Vendor No.5 on 27.03.2018 by way of a Hiba. The said Hiba was thereafter confirmed by the said Vendor No. 1 and 5 under a Confirmation Deed dated 27.03.2018 (registered as Document No. 6824/2017-18, Book- I. stored in CD No. GAND306, in the office of Sub-Registrar Gandhinagar, Bangalore);
 - e. WHEREAS, the Vendor No.1 has retained 0.72% share out of the Vendor's Allocation under the JDA;
- D. WHEREAS in the manner mentioned above, the Vendors herein have become co-owners of the Schedule "A" Property being liable to all the obligation under the JDA and entitled to all the rights under the JDA and have executed a Supplemental Agreement dated _____ (registered as document no. _____, of Book 1, CD no. _____, at the office of the Sub-registrar _____ with the Developer herein in respect to Schedule "A" Property. As per the terms of the said Supplemental Agreement dated _____ Vendor nos.2 to 5 have executed a Power of Attorney dated _____, (registered as Document No. _____, Book-IV, stored in CD No. _____, in the office of Sub-Registrar, _____, Bangalore) ("POA") to do all such acts and deeds as set out therein with regard to the Schedule "A" Property. The Developer is entitled to nominate persons interested in owning apartment/s to purchase undivided shares in the Schedule "A" Property from the Vendor. In view of the terms and conditions under the Joint Development Agreement, the Developer is entitled to receive the amounts directly from such parties;
- E. The Vendor being desirous of developing the Schedule "A" Property negotiated with the Developer as the Developer is having the vast expertise and experience in developing the Project/s and the Developer is entitled to amalgamate and to develop a project in the Schedule "A" Property and to nominate the purchaser/s or person/s interested in owning an apartment/s to purchase the undivided shares in the Schedule "A" Property in proportion to the corresponding undivided share in land for the phased development with the Vendor as per the terms and conditions as apprehended in the aforementioned Joint Development Agreement and the Developer is entitled to receive all the considerations directly from such parties;
- F. The Vendor have obtained a Khata in his favour for the Schedule "A" Property from the Bruhat Bengaluru Mahanagara Palike (**BBMP**) vide Khata bearing No. 04/50,51 and 54 issued by the Asst. Revenue Officer, Yelahanka Sub-Division BBMP measuring to an extent of 17 Acre 21 Guntas or 7633.89 sqm situated at Bellahalli Village, Yelahanka Hobli, Bengaluru North Taluk, belongs to Vendor and the said schedule is described in the Schedule "A" Property;
- G. The First party herein have formulated a scheme for developing the Schedule "A" Property, into a residential multi-storied residential apartment complex consisting of _____ Block with _____ wings consisting of _____ levels of Basement, Ground Floor and

_____ Upper Floors with common entrances, lobbies, staircase, passages, lifts in each wing of the Residential Building with common pathways along with the Common Areas, and the Common Amenities and Facilities applicable in the Schedule “A” Property, the said development shall be known as ‘**SOBHA _____**’ hereinafter referred to as the “**PROJECT**” and other open area being common in the nature to the entire Development in the Schedule “A” Property at various locations hereinafter referred to as the Complex and whereas persons interested in owning an apartment can purchase undivided share in the Schedule “A” Property duly nominated by the Developer and construct an apartment for themselves through the Developer in the said project and to be constructed on the Schedule “A” Property;

- H. The First Party has secured a building sanction plan bearing No. **DLP No. 45/2017-18** dated 10.04.2018 from the **Bangalore Development Authority (BDA)** for the Development on Schedule “A” Property and has relinquished from and out of the Schedule “A” Property, an extent of 7,093.19 sqm towards Parks and Open Space and an extent of 1,754.08 sqm towards Road Widening to Bangalore Development Authority vide Relinquishment Deed dated 6.03.2018 (registered as document No. BDA-1-08087/2017-18, Book-1, Stored in BDAD234 on 07.03.2018, in the office of the Additional District Registrar, Bangalore Urban District). The undivided share in land is calculated after deduction of these areas.
- I. The First Party has secured a building sanction plan from Bruhat Bengaluru Mahanagara Palike vide BBMP/Addl.Dir.JD South LP No. _____/18-19 dated _____ for the Development on Schedule “A” Property.
- J. The Vendors and the Developer have earmarked an extent of 3,810.63 sqm for civic amenities site from and out of the Schedule “A” Property and the Developer shall utilize the same for the purpose of the construction of Clubhouse on this Civic Amenities Site for the common benefit of all the apartment owners of ‘**SOBHA _____**’. The Purchaser at no point of time shall claim any right, title or interest in such Civic Amenities site.
- K. The First Party has informed the Purchaser and the Purchaser is aware that the First Party reserves easementary rights in perpetuity in the roads and other passages leading to each of the buildings and other development/s in the Schedule “B” Property and it is a restrictive covenant of a perpetual easementary right which runs with the Schedule “B” Property and is irrevocable under any circumstances;
- L. The Purchaser has been informed and the Purchaser is fully aware of the Development and in the said Development the First Party has consumed the (‘FAR’) on the Schedule “A” Property. The Purchaser has been informed and the Purchaser has no objection for the First Party adding the additional construction of the development on the Schedule “A” Property by using the Transfer of Development Rights (‘TDR’) in future;
- M. The First Party has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority of Karnataka (‘**RERA**’) and the Regulatory Authority has registered and granted **Registration No.** _____ to the said Project.
- N. In terms of the scheme formulated by the Developer, any person/s interested in owning a Unit/Apartment will be entitled to undivided share in the Schedule “A” Property taking into consideration the FAR consumed and the future development as per the disclosures made hereunder.
- O. The Purchaser made an application for allotment of a Unit/Apartment in the Project vide <**Date of Application**> and the Purchaser has been allotted Unit/Apartment No. <**Unit No**> on the <**Floor**> Floor of <**Block**> of the Project ‘**SOBHA _____**’ shown as Residential Building, in the Sanction Plan having a Carpet Area of <**Carpet Area**> sft, Balcony Area of <**Balcony Area in Sqft**> sft, and Common Areas of <**Common Area**> sft, and the total Super Built-up Area of <**Super Builtup Area**> sft along with <**No of Carparks**> car parking in the basement which is more fully set out in **Schedule “C”** with proportionate share in the Common Area of the Project.

- P. The First Party have made disclosures to the Purchaser in this Agreement under Clause 11;
- Q. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- R. The Parties hereby confirm that they are signing this Agreement after taking legal advice and with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project of the Project;
- S. The Parties, relying on (i) the confirmations, representations and assurances of each other (ii) to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now entering into this Agreement on the terms and conditions appearing hereinafter;

NOW IT IS AGREED BY AND BETWEEN 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 where the context so requires;
- b) **“Agreement”** shall mean this agreement to sell the Schedule “B” Undivided Share and construction of the Schedule “C” Unit/ Apartment, including the schedules and annexes hereto, as may be amended from time to time;
- c) **“Apartment/Unit Owner/Owners”** shall mean any owner or owners of Unit/Apartment/s in the Project ;
- 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 Governmental Authority having jurisdiction over the Schedule “A” Property which are in effect or as may be amended, modified, enacted or revoked from time to time hereafter;
- e) **“Association or Association of Owners or Owners Association”** shall all mean the same, being the Association of Owners that is established by the Developer/Owner, in respect of the Residential Development in the Project as per the provisions of the Karnataka Apartment Ownership Act, 1972;
- f) **“Association Agreement”** shall mean the Maintenance Agreement between the Association and the service provider for maintenance of the Common Areas and the Common Amenities and Facilities of the Project;
- g) **“Balance Cost of Construction”** shall mean any part of the Cost of Construction which has not been paid and is required to be paid under this Agreement in terms of the instalments in the payment plan in terms of Annexure VII hereto, each of which individually also being Balance Cost of Construction and collectively also referred to as Balance Cost of Construction.
- h) **“Balance Sale Consideration”** shall mean any part of the sale consideration towards the undivided share in land, which has not been paid and is required to be paid under this Agreement in terms of the instalments set out in the payment plan in terms of Annexure VII hereto, each of which individually also being Balance Sale Consideration and collectively also referred to as Balance Sale Consideration.
- i) **“Block/s-Wings”** shall mean individually or collectively mean the Block/s and Wing/s to be constructed in Project;
- j) **“Booking Amount”** shall mean the amounts payable/paid by the Purchaser on the execution of this Agreement being not more than 10% of the Sale Consideration and the Cost of Construction.

- k) **“Carpet Area”** shall mean the net useable floor area and the area covered by internal partition walls in the Apartment and shall exclude area covered by external walls, services shafts, exclusive balcony or veranda and exclusive open terrace and any other Limited Common Areas.
- l) **“Chartered Accountant”** shall mean who is registered with Institute of Chartered Accountants of India, and is a practicing chartered accountant.
- m) **“Commencement Certificate”** shall mean certificate issued by the Bruhat Bengaluru Mahanagara Palike.
- n) **“Common Amenities & Facilities of the entire Development”** shall mean and include those amenities and facilities of the project as detailed in Annexure IV hereto. The Common Amenities and Facilities of the project are subject to such reasonable, non-discriminatory rules and regulations as are prescribed by the First Party or the Association to be followed by all the owners/occupiers of the Unit/Apartment.
- o) **“Common Areas of the Residential Development”** shall mean and include areas demarcated and declared as the common areas of Project and as detailed in Annexure III hereto. The Common Areas in the Project are subject to such reasonable, non-discriminatory rules and regulations as are prescribed by the First Party or the Association of Owners to be followed by all the owners/occupiers of the Unit / Apartment in the Project ;
- p) **“Completion Period”** shall mean the **<Penalty Date>** or such extended time as provided in clause 8 below, before which the First Party would have applied for and secured the Partial Occupancy Certificate / Occupancy Certificate for **‘SOBHA _____’**.
- q) **“Cost of Construction”** shall have the meaning ascribed to the term in Clause 4;
- r) **“Deed of Declaration”** shall mean the deed of declaration that would be executed by the First Party and Owner to submit the Project, the Common Areas, the Common Amenities and Facilities of the Project under the provision of the Karnataka Apartment Ownership Act, 1972;
- s) **“Disclosures”** shall mean the disclosures made by the First Party to the Purchaser, pertaining to the Project and the development of the Schedule “A” Property as detailed in clause 11 below and accepted by the Purchaser to their knowledge;
- t) **“Force Majeure”** shall mean the occurrence of one or more of the following events:-
 - i) war, flood, drought, fire, cyclone, earthquake;
 - ii) any other calamity caused by nature;
- u) **“Interest”** means the rate of interest payable by the First Party or the Purchaser, as the case may be in terms of this Agreement, which is to be calculated at the rate of 2% over and above the highest State Bank of India Marginal Cost Lending Rate (MCLR).
- v) **“Limited Common Area”** shall mean the Purchaser Car Parking Area and such other areas from and out of the Common Areas of the Project, which are allotted for the exclusive use by the Unit/Apartment as they would be attached to such Unit/Apartment and capable of being used by these Unit/Apartment and to be maintained by these Unit/Apartment at their cost and not as part of the Common Area.
- w) **“Local Authority” or “Authority”** shall mean any union, state, local or other governmental, administrative, regulatory, judicial or quasi-judicial authority or self-regulating authority or agency, commission, board, tribunal, court, Bangalore Electric Supply Company (BESCOM), Bangalore Water Supply and Sewerage Board (BWSSB), Bangalore Development Authority (BDA), Bruhat Bengaluru Mahanagara Palike (BBMP), Real Estate Regulatory Authority, Real Estate Appellate Tribunal and shall include any other competent authority under the Act and having jurisdiction over the Schedule “A” Property;
- x) **“Occupancy Certificate”** means the occupancy certificate or partial occupancy certificate, or such other certificate by whatever name called, issued by the Authority confirming completion of the Project or any of the Block/s thereof, and pursuant thereto permitting occupation of the Unit/Apartment for which the occupation certificate is issued;

- y) **“Other Costs”** shall mean costs incurred for infrastructure development as required by the authorities for obtaining the BESCOM and BWSSB connections / services and the expenses incurred for obtaining and developing such infrastructure.
- z) **“Other Costs Charges and Expenses”** shall mean all the amounts set out in Annexure VII hereto, which amounts the Purchaser is required to pay in addition to the Sale Consideration, Cost of Construction and Statutory Payments.
- aa) **“Party”** unless repugnant to the context, shall mean a signatory to this Agreement and **“Parties”** unless repugnant to the context, shall mean a collective reference to all the signatories to this Agreement;
- bb) **“Payment Plan”** shall mean the payments of instalments payable by Purchaser under Annexure VI or Annexure VII hereto. Each of which individually also being Payment Plan and collectively also referred to as Payment Plan;
- cc) **“Person”** shall mean any natural person, limited or unlimited liability company, corporation, general partnership, limited liability partnership, proprietorship, trust, union, association, court, tribunal, agency, government, ministry, department, commission, self-regulatory organisation, arbitrator, board, or other entity, enterprise, authority, or business organisation and shall include any other person as defined under the Act;
- dd) **“Plan” or “Sanctioned Plan”** shall mean the building plan, which is approved by the Local Authority prior to start of the Project;
- ee) **“Project”** shall mean the composite project on the Schedule “A” Property;
- ff) **“The Project Account”** shall mean the account opened by the First Party as per the Real Estate (Regulation and Development) Act.
- gg) **“Purchaser Car Parks”** shall mean the exclusive car parking spaces allotted to the Purchaser to be used exclusively by the Purchaser so long as the Purchaser owns and occupies the Schedule “C” Unit/Apartment or by any of the occupiers of the Schedule “C” Unit/Apartment under the authority or agreement with the Purchaser herein. The regulation for the use of Purchaser Car Parks shall be in terms of Annexure V hereto;
- hh) **“Purchaser Covenants”** shall mean covenants given by the Purchaser in terms of Clause 13 hereof;
- ii) **“Purchaser’s Warranties”** shall mean the warranties, assurances and representations given by the Purchaser in terms of Clause 10 hereof;
- jj) **“Rights and Obligations”** shall mean that the Purchaser shall be bound by the obligations set out in Schedule “E” hereto and have the rights set out in the Schedule “D” hereto in the use and enjoyment of the Schedule “C” Unit/Apartment ;
- kk) **“Sale Consideration”** shall have the meaning ascribed to the term in Clause 3;
- ll) **“Sale Date”** shall mean the date of execution and registration of the Sale Deed by the First Party in favour of the Purchaser;
- mm) **“Sale Deed”** shall mean the deed of sale to be executed by the First Party, for legally conveying the absolute right, title and interest in the Schedule “B” Undivided Share in favour of the Purchaser on the terms and conditions contained therein under the Scheme to enable the Purchaser to get constructed the Schedule “C” Unit/Apartment ;
- nn) **“Schedule “A” Property”** shall mean the land on which the Project is being developed by the First Party and more fully described in the Schedule “A” hereto;
- oo) **“Schedule “B” Property”** is the undivided share portion of the land out of the Schedule “A” corresponding to the Schedule “C” Apartment more fully set out in the Schedule “B” hereto;
- pp) **“Schedule “C” Property”** is the Unit/Apartment which is to be constructed under the Scheme and more fully described in the Schedule “C” hereto;
- qq) **“Schedule “C” Unit/Apartment”** shall mean the Unit/Apartment to be constructed under the Scheme;

- rr) **“Schedule “B” Undivided Share”** shall mean the undivided share in the Schedule “B” Property corresponding the Schedule “C” Unit/Apartment
- ss) **“Scheme”** shall mean the scheme of development of the Project under which Persons interested in owning a Unit/Apartment in the Project (a) would have to acquire undivided share corresponding to the Unit/Apartment (which undivided share is corresponding to such Unit/Apartment taking into consideration the FAR achieved based on the land in the Schedule “A” hereto for the Project and (b) to get the Unit/Apartment constructed by the Developer.
- tt) **“Specifications for the Project ”** shall mean the specifications of construction set out in Annexure VII hereto or any equivalent thereto in terms of quality;
- uu) **“Statutory Payments”** shall mean statutory charges such as Deposits for BESCO, BWSSB and any other statutory bodies including Goods and Service Tax (**“GST”**) as applicable from time to time, which will be payable by the Purchaser in addition to the Sale Consideration, Cost of Construction and Other Cost Charges and Expenses, under this Agreement;
- vv) **“Structural Defects”** shall mean any structural defect or defect in workmanship, quality or provision of services or any other obligations of the First Party relating to such Unit/Apartment;
- ww) **“Super Built Up Area”** of any Unit/Apartment shall mean the aggregate of (i) the Carpet Area of such Unit/Apartment (ii) thickness of the external walls (iii) balconies (iv) terraces and a proportionate share of the Common Areas and such of the Common Area used for housing the Common Amenities and Facilities;
- xx) **“TDR”** shall mean Transfer of Development Rights that the First Party has acquired or will acquire in order to add to the construction of the Project.
- yy) **“Developer Warranties”** shall mean the representations, assurances and warranties given to the Purchaser in terms of clause 10 below;

1.2. Interpretation

Unless the context otherwise requires in this Agreement,

- a) In this Agreement, any reference to any statute or statutory provision shall include all the current statutes either state or central, their amendment, modification, re-enactment or consolidation.
- b) any reference to the singular shall include the plural and vice-versa.
- c) any references to the masculine, the feminine and the neutral gender shall also include the other.
- d) the recital, annexures and schedules annexed herein forms part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any recitals, annexures and schedules to it.
- e) Harmonious Interpretation and Ambiguities within the Agreement:
In case of ambiguities or discrepancies within the Agreement, the following shall apply:
 - (i) Between two Articles of this Agreement, the provisions of the specific Article relevant to the issue under consideration shall prevail over general provisions in the other Articles.
 - (ii) Between the provisions of this Agreement and the Appendices, the Agreement shall prevail, save and except as expressly provided in the Agreement or the Appendices.
 - (iii) Between any value written in numerical or percentage and in words, the words shall prevail.
- f) reference to this Agreement or any other deed, agreement or other instrument or document shall be construed as a reference to this Agreement or such deed, other agreement, or other instrument or document as the same may from time to time be amended, varied supplemented or novated;
- g) each of the representations and warranties provided in this Agreement are independent of other unless the contrary is expressly stated.
- h) no Section in this Agreement limits the extent or application of another Section.

- i) headings to clauses, parts and paragraphs of this Agreement, Annexures and Schedules are for convenience only and do not affect the interpretation of this Agreement.
- j) the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words.
- k) this Agreement is a joint draft of the Parties and any rule of statutory interpretation interpreting agreements against a party primarily responsible for drafting the agreement shall not be applicable to this Agreement.

2. AGREEMENT TO SELL AND CONSTRUCT

That in pursuance of the foregoing and in consideration of the Purchaser joining the Scheme of development and paying (a) the Sale Consideration, the Cost of Construction (b) the Other Cost Charges and Expenses, (c) the Statutory Payments and complying with the Purchaser Covenants and the obligations herein, the First Party, agree to sell to the Purchaser and the Purchaser agrees to purchase the Schedule "B" Undivided share and the First Party agrees to construct the Schedule "C" Unit/Apartment under the scheme in terms of the Agreement.

3. SALE CONSIDERATION FOR THE SCHEDULE "B" UNDIVIDED SHARE

- 3.1 The Sale Consideration to be paid by the Purchaser to the Developer, shall be ₹<Land Cost Int>/- (**Rupees <Land Cost Word> only**) towards the sale of the Schedule "B" Undivided Share to enable the Purchaser to get constructed the Schedule "C" Unit/Apartment by paying the Sale consideration to the Developer.
- 3.2 The Purchaser shall in addition to the above sale consideration pay the applicable GST.
- 3.3 The Purchaser shall be required to pay the Balance Sale Consideration in terms of Annexure VI hereto (**Payment Plan**).

4. COST OF CONSTRUCTION OF THE SCHEDULE "C" UNIT/APARTMENT

- 4.1 The Cost of Construction of the Schedule "C" Unit/Apartment hereby agreed to be constructed and delivered is to be paid by the Purchaser to the Developer shall be ₹<Construction Cost Int>/- (**Rupees <Construction Cost Word> Only**).
- 4.2 The Purchaser shall in addition to the above cost of construction pay the applicable GST.
- 4.3 The Purchaser will be required to pay the Balance Cost of Construction to the Developer in terms of Annexure VII hereto (**Payment Plan**).

5. PAYMENT OF BOOKING AMOUNT AND BALANCE OF THE SALE CONSIDERATION & COST OF CONSTRUCTION, THE OTHER COST CHARGES AND EXPENSES AND THE STATUTORY PAYMENTS

- 5.1 The Purchaser has agreed to pay/paid a sum of ₹<Booking Amount Int>/- (**Rupees <Booking Amount Word> only**) being the Booking Amount for the Schedule "C" Property on the execution of this Agreement to the Developer.
- 5.2 The Purchaser has assured the First Party that the Purchaser shall pay the Balance of the Sale Consideration, the Balance of the Cost of Construction and the Statutory Payments, Other Costs, Charges and Expenses without any delay or default. The Payment Plan is linked to the percentage completion of each stage of construction as set out in Annexure II. In the event of any acceleration in payment of any stages of construction due to the First Party having completed the stage of construction in advance, the Purchaser shall make such payment which is due on the completion of that stage of construction as per the Payment Plan. The Purchaser is fully aware and has agreed that the time of payment of the amounts in terms of Payment Plan and each instalments is the essence of the contract in view of the scheme. The Purchaser has assured the First Party that the Balance of the Sale Consideration and the Balance of the Cost of Construction, the Statutory Payments, the Other Costs, Charges and Expenses and the Statutory Payments shall be paid by the Purchaser within 30 (thirty) days of the First Party having raised a demand for payment of such instalment

based on the activity completion, However, in case, the payment schedule as mentioned in Schedule VI and VII is date based the amount payable is due on that particular date.

- 5.3 In case there is any change/modification in the Statutory Payments, the subsequent Statutory Payments shall be increased/reduced based on such change/modifications based on the Applicable Law.
- 5.4 The First Party has further informed the Purchaser and the Purchaser is fully aware that the default in payments of the instalments set out in the Payment Plan would affect the entire Project development.
- 5.5 The Purchaser has been made aware and the Purchaser is fully aware that there are other purchasers who would be joining the Scheme and would rely upon the assurance given by the Purchaser herein for the payment of the instalments set out in the Payment Plan and the Statutory Payments within time and without any delay or default.
- 5.6 All payments toward the Balance of the Sale Consideration shall be made either by cheque or demand draft or wire transfer payable in favour of the Developer or as directed by the Developer.
- 5.7 All payments towards the Balance of the Cost of Construction shall be made by cheque or demand draft or wire transfer payable in favour of the Developer or as directed by the Developer.
- 5.8 In cases of out station cheque or demand draft or wire transfer, the collection charges, if any, will be debited to the Purchaser/s account and credit for the payment made will be given on net credit of the amount of the instalment. In case of the first time a cheque is dishonoured, a sum of **₹1,000/- (Rupees One Thousand Only)** would be debited to the Purchaser's account. In the event of subsequent dishonour, a sum of **₹2,000/- (Rupees Two Thousand Only)** would be debited to the Purchaser's account in addition to the bank charges.
- 5.9 The amounts deposited in the Project Account shall be withdrawn to the extent permitted under the Act by the Developer from time to time and where ever required upon the certification by the Project Architect, the Engineer and the Chartered Accountant based on the percentage completion of the Project as provided in the Act.
- 5.10 Subject to the Purchaser complying with the terms and conditions of this Agreement, and payment of all amounts payable by the Purchaser under this Agreement, the First Party shall execute the Sale Deed and register the Sale Deed in favour of the Purchaser.
- 5.11 Tax Deduction at Source ("**TDS**") of 1% of Sale Consideration and Cost of Construction shall be paid by the Purchaser as per the provision of section 194 IA. The Purchaser shall issue a certificate of deduction of tax in the prescribed form to the Developer within 15 (fifteen) days from the date of deduction.
- 5.12 The Cost of Construction shall be escalation-free, however the Purchaser hereby agrees to pay, any increase in Cost of Construction on account of development charges payable to the Authority and/or Statutory Payments which may be levied or imposed by the Authority from time to time. The First Party hereby agrees to enclose the notification/order/rule/regulation for effecting the increase in development charges or cost/charges imposed by the Authority along with the demand letter being issued to the Purchaser.

6. DELAY AND DEFAULT IN PAYMENT OF INSTALMENTS UNDER THE PAYMENT PLAN AND BREACH BY THE PURCHASER

- 6.1 In the event of there being any delay by the Purchaser in payment of the instalments under the Payment Plan, on the due dates, for whatsoever reasons, the Purchaser shall become liable to pay Interest on such outstanding amounts, from the due date of payment till realisation by the First Party of such instalment.
- 6.2 Notwithstanding anything stated above, if the Purchaser defaults in payment of the instalments along with Interest for a period beyond 2 (two) consecutive months after having received notice from the First Party, the First Party will be entitled to terminate this Agreement.
- 6.3 In the event of breach by the Purchaser of any of the terms of this Agreement, and such breach not being cured, within a period of 30 (thirty) days of being notified of such breach, the First Party will

be entitled to terminate this Agreement as breach by the Purchaser and on such termination the First Party will be entitled to the rights as provided in clause 6.4 below.

- 6.4 In case of termination of this Agreement as mentioned herein above, the First Party shall refund the amounts paid toward the Sale Consideration and Cost of Construction to the Purchaser after deducting the applicable taxes within 45 (forty-five) days of termination of Agreement after forfeiting the paid / payable Booking Amounts and the Interest liability as per the terms. On such termination the First Party shall be entitled to deal with the Schedule "C" Property without any further documentations. All amounts paid towards Statutory Payments by the Purchaser to the First Party will not be liable to refund.
- 6.5 If the Purchaser has taken housing loan facility from any financial institution or the bank, then in that event based on the terms of such loan, the amounts that the Purchaser would be entitled to in terms as stated above would be handed over to the financial institution or the bank, and against the receipt of such amount, the bank/financial institution shall forthwith issue **"no dues certificate"** in favour of the First Party and hand over the original of this Agreement that may be deposited by the Purchaser against the First Party paying the amounts to the bank or any financial institution.

7. CONSTRUCTION OF THE SCHEDULE "C" UNIT/APARTMENT

- 7.1 The First Party shall construct the Schedule "C" Unit/Apartment as per the Plan and in accordance with the Specifications set out herein. The First Party shall not make any change to the Schedule "C" Unit/Apartment without the consent of the Purchaser.
- 7.2 The First Party shall not make any additions and/or alterations in the sanctioned Plans and Specifications, without the previous written consent of the Purchaser and other purchasers of the Project as required under the provisions of the Act. Provided that the First Party changes or alterations as permitted under the provisions of the Act or directed by any Local Authority.

8. DATE OF DELIVERY OF THE SCHEDULE C UNIT/APARTMENT

- 8.1 Subject to the Purchaser having complied with the obligations under this Agreement and there being no Force Majeure circumstances, the First Party shall secure the completion of the Project within the Completion Period. The Purchaser shall, within a period of 60 (sixty) days of the First Party having furnishing the Occupancy Certificate, come forward to pay all the amounts due and payable under the Payment Plan and take possession of the Schedule "C" Unit/Apartment and complete the Sale Deed simultaneously with taking possession. In case if the Purchaser fails to take over his/her/their/its Schedule "C" Unit/Apartment within 90 (ninety) days from the date of issue of Payment Plan, the Purchaser is liable to pay handling charges of **₹20,000/- (Rupees Twenty Thousand only)** per month till the purchaser takes over the Schedule "C" Unit/Apartment along with the applicable interest in terms of this agreement.
- 8.2 The Completion Period shall be extended by such time as the First Party may specify in writing if the development is delayed by any Force Majeure event that is notified.

9. RIGHT OF THE FIRST PARTY TO DEVELOP THE PROJECT, THE COMMON AMENITIES AND FACILITIES AND THE COMMON AREAS OF THE PROJECT AND THE OTHER PHASES OF THE PROJECT

- 9.1 The Purchaser agrees that the First Party shall have an unobstructed right without hindrance, to progress the construction of the Project and all the Common Areas and the Common Amenities and Facilities of the Project.
- 9.2 The Purchaser agrees that the First Party will be entitled to free and un-interrupted access, at any point of time in any part of the Schedule "A" Property, for the development of the Project or for any repairs after due notice and during working hours, unless the circumstances warrant otherwise, with the view to set right any defect,
- 9.3 The Purchaser is fully aware that the First Party will be developing the Project and constructing/completing the Blocks, Common Amenities and Facilities of the Project from time to time. The Purchaser has assured and agreed that Purchaser shall have no objection to the First Party completing the other Blocks within the Completion Period even if the Purchaser has taken

possession of the Schedule “C” Unit/Apartment in the Block which is completed and the First Party has secured Occupancy Certificate for that Block/s.

- 9.4 The Schedule “B” Undivided Share is free of any mortgages or charges or encumbrances. In the event the First Party takes finance for construction and completion of the Project against the security of the Schedule “A” Property or any part thereof, the same shall not affect the rights and interest of the Purchaser to the Schedule “C” Property.
- 9.5 The Purchaser is fully aware and has understood the Disclosures made by the First Party pertaining to the Project.

10. REPRESENTATIONS AND WARRANTIES

- 10.1 The First Party acknowledge that the Purchaser has entered into this Agreement and has agreed to purchase the Schedule “B” Undivided Share, and get constructed the Schedule “C” Unit/Apartment from the Owner and the Developer, taking into consideration the Disclosures made by the First Party under Clause 11 below and based on the representations and warranties set out below the (“**Developer Warranties**”):
- 10.1.1 The First Party is the absolute owner of the Schedule “B” Undivided Share with exclusive possession of the Schedule “A” Property and no Person other than the First Party has any right (legal or beneficial), claim, interest or demand in any manner whatsoever to or in respect of the Schedule “B” Undivided Share;
- 10.1.2 The Schedule “A” Property is not a subject matter of any HUF and that no part thereof is owned by any minor or no minor has any right, title and claim over the Schedule “A” Property;
- 10.1.3 The First Party have the power to enter into and perform this Agreement and upon execution, this Agreement, would constitute legal, valid and binding obligations on the Purchaser, Owner;
- 10.1.4 The First Party has the absolute and unconditional right to sell, transfer or otherwise alienate the Schedule “B” Undivided Share;
- 10.1.5 To the knowledge of the First Party, the Schedule “C” Property is not subject to any pending litigation, third party claim, demand, attachment or a process issued by any court or Authority;
- 10.1.6 To the knowledge of the First Party, the Schedule “A” Property is not the subject matter of any acquisition proceeding or any notice for acquisition, or any other notice which may adversely affect the marketability of title of the Schedule “B” Undivided Share Property;
- 10.1.7 There is no order of restrain by any court or order from any Authority prohibiting or restraining the alienation of the Schedule “B” Undivided Share in the manner herein contemplated;
- 10.1.8 All approvals, licenses and permits issued by the Authorities with respect to the Project are valid and subsisting and have been obtained by following due process of law;
- 10.1.9 The First Party has duly paid and will continue to pay 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 the Project to the Competent Authorities till the completion of the Project;
- 10.1.10 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 First Party in respect of the Schedule “A” Property and/or the Project;
- 10.1.11 The First Party agrees to do and execute or cause to be executed all acts, deeds and things, as may be required by the Purchaser and at the cost of the Purchaser for more fully and perfectly assuring title of the Purchaser to the Schedule “C” Property;
- 10.1.12 The First Party have 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 Purchaser created herein, may prejudicially be affected;
- 10.1.13 The First Party has obtained insurance related to the development and construction of the Project and shall pay the insurance premiums until the Project is completed;

- 10.1.14 The computation of the Sale Consideration and Cost of Construction of the Schedule “C” Property includes recovery of land cost of the Schedule “B” Undivided Share, construction cost of the Schedule “C” Unit/Apartment, the cost of the Common Amenities and Facilities and the Common Areas of the Project;
- 10.1.15 That the First Party will not convey or cause to be conveyed to any purchaser of the Unit/Apartment/s in the Project, without incorporating the covenants and stipulations as are agreed to and undertaken as between the First Party and the Purchaser as per this Agreement;
- 10.1.16 The First Party is not restricted in any manner whatsoever from selling the Schedule “C” Property to the Purchaser in the manner contemplated in this Agreement.
- 10.2 The Purchaser acknowledges that the First Party have entered into this Agreement and has agreed to purchase the Schedule “B” Undivided Share, based on the representations and warranties set out below (the **“Purchaser Warranties”**):
- 10.2.1 The Purchaser has the power to enter into and perform this Agreement and upon execution, this Agreement, would constitute legal, valid and binding obligations on the Purchaser;
- 10.2.2 The Purchaser confirms and acknowledges, that the Purchaser has been furnished with copies of all the title deeds relating to Schedule “A” Property and the Sanctioned Plan and the Purchaser after being satisfied with the title of the First Party to the Schedule “A” property and the Owner and the Developer’s right to develop Schedule “A” Property, has entered into this Agreement;
- 10.2.3 That the Purchaser confirms that the Purchaser has been furnished with all the details pertaining to the Disclosures made by the First Party as detailed in clause 11 below and after understanding the same, the Purchaser has entered into this Agreement.

11. DISCLOSURES

- 11.1 The Purchaser acknowledges and confirms that the First Party have fully disclosed to the Purchaser and the Purchaser has reviewed all of them and after having understood the implication thereof has entered into this Agreement and the Purchaser has agreed to all of the Disclosures and the Purchaser, expressly grants its consent and no objection to the First Party to undertake every action as per Disclosures.
- 11.2 The First Party has earmarked an extent of 3,810.63 sqm is reserved/earmarked for civic amenities site from and out of the Schedule “A” Property, and the Developer shall be utilizing this C.A Site/s for the purpose of the construction of a Clubhouse for the common usage and benefit of all the apartment owners of **Sobha _____**. The Purchaser at no point of time shall claim any right, title or interest in such Civic Amenities site. The area of the Civic Amenities site is considered in the calculation of the undivided share in the Schedule “A” Property.
- 11.3 That, an extent of 7,093.19 sqm and 1,754.08 sqm have been handed over to Bangalore Development Authority under a Deed of Relinquishment dated 07.03.2018 registered in Document No. BDA-1-08087-2017-18 for the development of parks, open spaces and for road widening respectively;
- 11.4 The First Party has informed and the Purchaser is aware that the Vendors have obtained permission from the Deputy Commissioner, Bangalore District to use 6½ Guntas (90 x 80 feet) from and out of Survey No.55 of Bellahalli Village to be used as public road to reach the Schedule “A” Property and other neighboring lands.
- 11.5 That, the undivided share that would be conveyed to the Purchaser at the time of the execution of the Sale Deed would be based on the calculation of the utilisation of the FAR and the consumption of the FAR for the Project after deducting the areas relinquished for Parks and open spaces and road widening.
- 11.6 The Common Amenities and Facilities and the Common Areas are to be maintained by all the Owners of the Project in common irrespective of the location of such Common Area and the Common Amenities and Facilities in the Project.
- 11.7 That, the sale of the undivided share would only be for enabling the Purchaser to construct and own the Schedule “C” Unit/Apartment and not for any other purpose. Purchaser has agreed that on the

First Party being permitted under the provisions of the Act, for any change in FAR or utilisation of TDR, the undivided share would stand varied and will be corresponding to the Unit/Apartment that is being constructed under the Scheme. Accordingly the quantum of undivided share to be conveyed would be finally declared in the Deed of Declaration and as per the Sale Deed;

- 11.8 That, the Unit/Apartment can be used in terms of the rules and regulations formulated by the First Party and/or the Association of Owners as well as the terms set out in the Association Agreement executed with the Association and the operator of the Common Areas of the Project and the Common Amenities and Facilities of the Project .
- 11.9 That, the First Party will be forming an Association of Owners for the management and maintenance of Common Area and the Common Amenities and Facilities, under the provisions of the Karnataka Apartment Ownership Act, 1976 pertaining to the Project and a Deed of Declaration as may be executed by the Owners and Developer.
- 11.10 That the First Party shall be entitled to load TDR on the Building as permitted under the law anytime during the construction or after completion and for the same the Purchaser shall not have any objects. If required, the First Party shall load the FAR on the Building without affecting the rights of the Purchasers in the project. In the event, the First Party requires to seek modification in the building plan, the First Party shall get such modification, the Purchasers shall not have any objection to the same and have given their irrevocable consent for such modification. However, such modification shall not affect the rights of the Purchasers in the Schedule “B” and “C” property.
- 11.11 Though the Purchaser is purchasing the undivided share in the entire Schedule “A” Property, the Purchaser rights are confined to the land earmarked for the construction of the respective wing of the apartment building in which the Schedule “B” Apartment will be/is situated.
- 11.12 That, the First Party will avail financial facility from the financial Institution/Bank. In view thereof, the First Party has deposited the documents of title, evidences, deeds and writings in respect of the land with the financial Institution/Bank. The financial Institution/Bank will provided its no-objection to the Purchaser (through Developer) to proceed with getting Home loan finance from a Home Loan Finance company if so required.
- 11.13 The First Party have informed the Purchaser and the Purchaser is fully aware and has agreed that the Unit/Apartment can be used only for residential purpose and in terms of the rules and regulation formulated by the First Party and or the Association of Owners.
- 11.14 The Purchaser is aware and has also agreed that the First Party shall be entitled to grant exclusive right to use and right to deal with Limited Common Area to the other Unit/Apartment owners. The Purchaser confirms that before execution of this Agreement, the Purchaser has been provided with details of the Limited Common Area of the Project and is fully aware of the exclusive right of user of such Limited Common Areas in the said the Project. The Purchaser has also been informed that the Deed of Declaration shall also provide the details of such Limited Common Area and its use and exclusivity.

12. CONVEYANCE AND DELAY IN TAKING CONVEYANCE

- 12.1 The Purchaser undertakes that the Purchaser, shall come forward to take conveyance on the First Party having informed the Purchaser that the First Party is ready to execute conveyance in terms of this Agreement and the Parties shall execute the conveyance deed within 3 (three) months of the receipt of the Occupancy Certificate.
- 12.2 Consequent upon the First Party informing that the Schedule “C” Unit/Apartment is ready for handover after receiving the Occupancy Certificate, the Purchaser shall, within 60 (sixty) days of such intimation, make all payments under this Agreement, and shall come forward to take conveyance of the Schedule “C” Property in terms of this Agreement. In the event of the Purchaser failing to make payments and taking conveyance, it shall be construed as breach on the part of the Purchaser, and the consequences as mentioned herein or provided in clause 6, shall become applicable and the First Party will be entitled to enforce any of its rights thereunder.
- 12.3 The Purchaser shall also be liable to pay the power charges from the date of the completion of the project, municipal taxes, levies, maintenance charges and any other amounts the Purchaser is

required to pay under this Agreement even if the possession and conveyance not taken, and the First Party has not terminated this Agreement.

12.4 The Purchaser shall be liable to pay the stamp duty and registration fees as per terms agreed between the parties.

12.5 The Purchaser shall also bear the legal costs associated with the preparation, finalization, completion, and execution of the documentation (including this Agreement, Sale Deed etc.).

13. THE PURCHASER ASSURES, UNDERTAKES AND COVENANTS WITH THE FIRST PARTY AS FOLLOWS

13.1 That the Purchaser shall not be entitled to claim conveyance of the Schedule “C” Property until the Purchaser fulfils and performs all the obligations and completes all payments under this Agreement.

13.2 To get the Schedule “C” Unit/Apartment, constructed by the Developer, and shall have no right to construct or to require the Schedule “C” Unit/Apartment to be constructed through any Person other than the Developer.

13.3 Not to seek partition or division or separate possession of the Schedule “B” Undivided Share, not to object to the construction of other structures on the Project by the First Party including residences for sale to other purchasers and not to question or challenge the sale price agreed between the First Party and the purchasers of the rest of the undivided interests in the Project. This covenant shall run along with the land comprised in the Schedule “B” hereto.

13.4 That the Purchaser has inspected the title documents, relating to the Schedule “A” Property belonging to the First Party. The First Party has explained to the Purchaser about the project in detail and the Purchaser has understood the entire project in detail and the Purchaser has availed and studied the legal opinion furnished, the Sanctioned Plan, specifications of the Project and the Scheme of development and the right of the First Party to develop the Project and the Disclosures. The Purchaser, after independently obtaining the proper due diligence, legal opinion, and after inspecting the projects/site documents, the Purchaser being fully satisfied with title and having understood the plan sanctions, specifications of the Project and the scheme of development of the Project, the nature of the development, the rights of the First Party and the Disclosures made by the First Party has entered into this Agreement.

13.5 That the Purchaser has entered into this Agreement with the full knowledge of all laws, rules, regulations, notifications applicable to this Project in particular. That the Purchaser hereby undertakes that he/she shall comply with and carry out from time to time after he/she has taken over for occupation and use the Schedule “C” Unit/Apartment, all the requirements, requisitions, demands and repairs which are required by any Authority in respect of the Schedule “C” Unit/Apartment at his/her own cost and expenses.

13.6 That the consideration agreed herein is based on the mutual negotiations between the Purchaser and the Developer, and the Purchaser shall have no right to renegotiate on the consideration in comparison with the other purchasers of the Unit/Apartment in the Project for any reason whatsoever.

13.7 That the Purchaser is also aware and agrees that some of the Common Amenities and Facilities in the Project shall be completed from time to time and all of which shall be completed within the Completion Period. The completion of the Common Amenities and Facilities of the Project on the completion of the Project shall not give any right to the Purchaser to claim any damages on the Owner and Developer.

13.8 The Purchaser and other Owners of the apartments undertake to join the Association formed by the Owner and Developer. The Purchaser along with the Sale Deed will also execute Form B as provided in the Karnataka Apartment Ownership Act, 1976

13.9 That the Purchaser and the Association shall take over the maintenance of the Project as in terms of the Agreement.

13.10 That after the Project is handed over to the Owners Association, the First Party shall not be responsible for any consequence or liability on account of failure, negligence, act or omission, obstruction, alteration, modification, restraint or improper use by any or all the Owners, service

providers or their agents with regards to the Common Amenities and Facilities as well as the fire safety equipment, fire protection systems, their supporting equipment, pollution control and other general safety equipment, related facilities and services. The Purchaser with the other owners shall ensure that periodical inspections of all such Common Amenities and Facilities are done so as to ensure proper functioning thereof.

- 13.11 After the maintenance of the building is handed over to the Association, the First Party shall not be responsible for any consequence or liability on account of failure, negligence, act or omission, obstruction, alteration, modification, restraint or improper use by any or all the owners, service providers or their agents with regard to the Common Amenities and Facilities of the Project.
- 13.12 Statutory Payments for the development of the Schedule "C" Property further to this Agreement which are not levied at the moment, but after the Schedule "C" Property is handed over, shall be borne and paid by the Purchaser. Statutory Payments levied by competent authorities under the law, in respect of any services which the First Party would be rendering to the Purchaser pursuant to this Agreement, shall also be borne by the Purchaser and the Purchaser will indemnify the First Party of any instances of taxes on this Agreement, accruing in future.
- 13.13 The Purchaser covenants that the Purchaser shall be bound and liable to comply with the obligations set out in Schedule "E" and will have the rights set out in Schedule "D" in the enjoyment of the Schedule "C" Unit/Apartment and the Common Areas and the Common Amenities and Facilities of the Project on the Schedule "C" Unit/Apartment being complete and handover.
- 13.14 That the Purchaser shall not have any right, at any time whatsoever, to obstruct or hinder the progress of the development of the Project on the Schedule "A" Property including the development and construction of the Project in which the Schedule "C" Unit/Apartment is located.
- 13.15 That the Purchaser shall not object to the First Party retaining one or more units in the project as their sales office/mock-up apartment and the First Party shall be entitled to showcase the same to their prospective customers.
- 13.16 That though the Purchaser's rights under this Agreement are confined to the Schedule "C" Unit/Apartment of the Project, the Purchaser shall not have any right in any other part of the Project and the Schedule "A" Property.
- 13.17 Further the First Party reserves the right to allot for consideration, exclusive car parking rights at the Basement/Ground Floor Level and also Surface Parking in the limited common areas *if any*, on the spaces left open after construction of the Apartment Buildings/ Blocks and Wings to the Purchaser or to the other Owners, who specifically apply for the same and who have been allotted such space by the First Party and the Purchaser shall not have any right to object to such allotment, the Purchaser or such other allottees shall not have the right to put up any construction or enclose the same or alter the nature of use thereof. Any unsold/unallotted car parking shall belong to Owner and Developer, and the First Party shall have full rights on such unsold/unallotted car parking and can be used by them as thought fit at their discretion. The First Party shall allot and mark the car parking on ground; no changes to the car parking already allotted at specified locations will be made.
- 13.18 The additional un-allotted car parking areas from and out of limited common areas to the exclusion of the others in the residential block shall vest with the First Party; such un-allotted car parking in the limited common area will be allotted to the prospective Purchaser who are in need of such additional car parking space. The First Party reserves the right to allot such additional car park under the category limited common area and will be allotted to such prospective purchasers for orderly allotment of the car parking either in the basement or any other level and can recover the cost of construction for such additional car parking area allotted to the prospective Purchasers.
- 13.19 The Purchaser agrees not to alter or subscribe to the alteration of the name of the Project, '**SOBHA _____**', it being acknowledged that neither the Purchaser nor other Owners of residences within the Project does not have any right to seek any change. It is the sole discretion of the Developer to make any change in the project name.
- 13.20 On inspection during the progress of works of the Schedule "C" Unit/Apartment, the Purchaser, if required, may discuss matters relating to the construction only with the designated Person/s of the First Party and not with any other representatives of consultants, contractors or agencies

working on the Schedule “A” Property. The Purchaser shall not instruct the site staff to stop/modify/continue any works for any reasons whatsoever.

- 13.21 All interior related works by the Purchaser can be taken up only after handing over possession of the Schedule “C” Unit/Apartment to the Purchaser by the First Party. The First Party does not owe any responsibility for any breakages damages caused to any of the finishing works or to the structure already handed over to the Purchaser. The First Party is not answerable to any thefts during the course of the interior works.
- 13.22 The Parties agree that any default by the Purchaser in complying with the payment obligations stipulated in this Agreement would constitute sufficient reason/cause for the First Party to terminate this Agreement and in which case the consequences of termination under Clause 6 would follow immediately.
- 13.23 The Purchaser covenants that the Purchaser shall comply with all the rules and regulations pertaining to Common Areas, Common Amenities and Facilities of the Project nor place any heavy material in the Common Areas being passages or staircase of the project /Block in which the Schedule “C” Unit/Apartment is located.
- 13.24 The Purchaser shall be solely responsible to keep the Schedule “C” Unit/Apartment at his/her own cost the walls, drains, pipes and other fittings in good and habitable condition in particular so as to support and protect the parts of the Block, and to carry out any internal works or repairs as may be required by the Association;
- 13.25 The Purchaser agrees that all the above covenants and assurances of the Purchaser as set out above shall continue upto the date of execution of the Sale Deed and shall be repeated under the Sale Deed.
- 13.26 The Purchaser shall bear his share of all applicable taxes, cess, charges miscellaneous deposits, charges, statutory levies, etc. payable to the Government Authorities, which costs may be incurred by the First Party on a the Project wide basis or a per unit basis. Where taxes cess, charges etc. are payable on the Project wide basis, these shall be prorated based on the measurement of the Schedule “C” Unit/Apartment and shall be payable by the Purchaser within a period of **30 (thirty) days** of a demand being made by the First Party in this behalf.

14. NATURE OF RIGHT OF USAGE

- 14.1 It is agreed that the Unit/Apartment shall be used only for the purpose of a personal residence.
- 14.2 It is agreed that the Purchaser Car Parks shall be used only for parking cars and the Purchaser Car Parks shall not be used for storage, disposal of old tyres, or as any accommodation for helpers, drivers etc.
- 14.3 All the Common Areas and the Common Amenities and Facilities shall be for non-exclusive use and will be based on the rules and regulations of the Association and as provided herein.
- 14.4 The Purchaser shall not be permitted to use the services areas and the basements which are part of the Common Areas in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association formed by the Purchasers for rendering maintenance services.
- 14.5 The private terrace areas/Garden area is specifically allotted to the individual Purchaser/s is for their exclusive use and enjoyment and such Purchaser/s shall not have the right to put up any permanent / temporary construction in the terrace or enclose the same or use/convert it for any commercial purposes.
- 14.6 The First Party shall be entitled to retain or allot the terrace area to any intending Purchaser for their exclusive use as open terrace and the Purchase shall not object to the use and utilization of the terrace in any manner, however such allottee of the terrace area/rights shall not be entitled to put up any construction of the terrace other than the purpose for which it is allotted and shall always, allow access for repairs to the water tank or any part of the terrace;
- 14.7 Further the First Party reserves the right to allot for consideration, exclusive car parking rights at the Basement/Ground Floor Level and also Surface Parking in the limited common areas if any, on

the spaces left open after construction of the Apartment Buildings/ Blocks and Wings to the Purchaser or to the other Owners, who specifically apply for the same and who have been allotted such space by the First Party and the Purchaser shall not have any right to object to such allotment. The Purchaser or such other allottee shall not have the right to put up any construction or enclose the same or alter the nature of use thereof. Any unsold/unallotted car parking shall belong to First Party, and the First Party shall have full rights on such unsold/unallotted car parking and can be used by them as thought fit at their discretion. The First Party shall allot and mark the car parking on ground; no changes to the car parking already allotted at specified locations will be made. The Purchaser shall be entitled to park their cars only in their respective earmarked car-parking area as per the allotment.

- 14.8 The additional un-allotted car parking areas from and out of limited common areas to the exclusion of the others in the residential block shall vest with the First Party; such un-allotted car parking in the limited common area will be allotted to the prospective Owners who are in need of such additional car parking space. The First Party reserves the right to allot such additional car park under the category limited common area and will be allotted to such prospective Purchaser for orderly allotment of the car parking either in the basement or any other level and can recover the cost of construction for such additional car parking area allotted to the prospective Purchaser.
- 14.9 Similarly the Purchaser agrees that the earmarked garden area on the ground floor limited common area allocated to the development known as '**SOBHA _____**' allotted to them by the First Party shall to be exclusive use of the allottees and Purchaser shall at no time after the completion of the project and formation of any Association/Condominium/Organization of the owners, claim any rights thereto or deprive the allottees of the said garden area. Such allottees will not be entitled to put up any structure thereon;
- 14.10 The Purchaser shall be permitted to use and enjoy the common areas and amenities such as roads, garden areas, terrace areas not specifically allotted to any apartment owners, parks and open spaces, common electrical lines and lighting, water lines, sewers, drains, pipes, internal roads, pavements, etc., in Schedule "A" Property in common with other owners and other occupants of Schedule "A" Property. The Purchaser shall not place objects/things/articles which hinder free use of any common areas and amenities. The Purchaser shall not use common areas, roads, open spaces in the project for dumping materials/debris etc.
- 14.11 The Purchaser shall strictly observe the rules, regulations, restrictions that may be generally/specifically imposed / prescribed by the First Party for the maintenance of all common areas and facilities in Schedule "B" Property and/or Schedule "A" Project.

15. RIGHT TO REBUILD AFTER THE PURCHASER HAS TAKEN POSSESSION AND CONVEYANCE

- 15.1 In the event of damage or destruction of the Project or any portions thereof for what so ever reason it may be, other than structural defects, where such damage or destruction occurs after the completion of the Project, all residence Owners in the Project shall have the right to repair or rebuild the Project and the Unit/Apartment. Subject to applicable Law, the repair or reconstruction of the Project shall be carried out on the basis of the sanctioned plan and other approvals that may be required.
- 1.2.1. All the Unit/Apartment Owners of the Project which is damaged or destroyed shall bear the cost of such repair or reconstruction in a fair and equitable manner and may utilise the funds available with the Association for these purposes in accordance with the rules and regulations of the Deed of Declaration. Without prejudice to the foregoing, the Purchaser agrees that the proceeds of any insurance that may be obtained by the Association for insuring the Project against any such damage or destruction, shall be utilized only for the purpose of such repair or reconstruction.

16. ASSIGNMENT

- 16.1 The Purchaser hereby agrees and confirms that this Agreement is not transferable / assignable to any other third party or entity except as provided in this clause 16.2
- 16.2 That the Purchaser shall not be entitled to transfer / assign the rights under this Agreement for a period of **1 (one year)** from the booking date or date of payment of 30% of the consideration under this Agreement, whichever is later.
- 16.3 Any assignment shall be done only by way of written agreement between the First Party and the Purchaser herein and the new/prospective purchaser. The new purchaser shall undertake to be bound by the all terms of this Agreement including payment of the transfer fees of **₹200/- (Rupees Two Hundred only)** per square foot. The transfer fee under this clause shall not apply in case of transfer made to and between the family members i.e., father, mother, brother, sister, son, daughter, husband and wife.

17. CLUB AND MEMBERSHIP OF THE CLUB

- 17.1 The First Party shall construct a Clubhouse and Swimming Pool on the Civic Amenities Site.
- 17.2 The Clubhouse and Swimming Pools with its facilities and amenities would be developed by the First Party.
- 17.3 The Purchaser shall pay the Clubhouse charges/membership charges as fixed by the Developer.
- 17.4 The Purchaser shall be bound by the rules, regulations and bye-laws framed by the association for using the Clubhouse and other amenities and facilities.
- 17.5 The Clubhouse and Swimming Pools shall be common to all the Purchasers of unit/apartment in the Schedule "A" Property.
- 17.6 The Purchasers of unit/apartment in the completed phases, alone shall be liable to pay and bear the maintenance charges in its entirety of such completed phase of Clubhouse, swimming pool and its amenities till the completion of the development of other phases in the Schedule "A" Property.
- 17.7 The Clubhouse and Swimming Pool constructed in phases with its amenities and facilities shall become common for all in the Schedule "A" Property. The Purchasers of the units/apartments in the already completed phases will also be entitled to use such completed Clubhouse and swimming pool and its amenities which shall become common to all. The maintenance charges for these completed Clubhouses and swimming pools shall be borne proportionately by the Purchasers.
- 17.8 Upon the project being declared as complete by the First Party on the Schedule "A" Property, the Clubhouse and swimming pool would become common to the entire development in the Schedule "A" Property. The Purchaser shall thereafter bear the maintenance charges of these common Clubhouses and swimming pools in the composite development of Schedule "A" Property, proportionately with the other Purchasers of apartment in the Schedule "A" Property.
- 17.9 The Purchaser shall pay the subscription maintenance and other outgoings of the said Clubhouses and its amenities as demanded by the Association. In addition to the above rules, the Purchaser has agreed to follow the following terms;
- 17.10 That the Purchaser shall abide the rules and regulations laid down by the association. The Purchaser acknowledges and agrees that it has a continuing obligation to contribute towards the subscription and Maintenance charges that may be fixed by the association.
- 17.11 The Clubhouse and Facility is available to the Purchaser as long as the Purchaser is the owner of the Schedule "C" Unit/Apartment. In the event of the sale or transfer of the Schedule "C" Apartment by the Purchaser in any manner whatsoever, the transferee shall become entitled to the membership of the said Clubhouse and Facility and the Purchaser herein shall no longer being the member of the Clubhouse and Facility.
- 17.12 Apart from the rules and regulations that would be formulated by the First Party and or the operator of the Club, the fundamental use of the Club shall be in the manner set out below:

- 17.13 In the event the property is purchased by a partnership firm, then a partner or any authorized representative of the said partnership firm occupying the Schedule "C" Unit/Apartment would be entitled to use the said Club on payment of the usage charges.
- 17.14 In the event the Schedule "C" unit/Apartment is purchased by a public limited or a private limited company, any person occupying as the authorized occupier on behalf of the said company shall be entitled to the use of the said Club on payment of the charges.
- 17.15 In the event of inheritance, the person inheriting and occupying the Schedule "C" Unit/Apartment shall be entitled to membership of the said Club on payment charges as fixed by the Association.
- 17.16 In the event of there being any co-owner of Schedule "C" Unit/Apartment such co-owners occupying the Schedule "C" Unit/Apartment will be entitled to the use of the said Club on payment of the charges as fixed by the Association.
- 17.17 In any other case like tenancy, lease, license etc, the occupier of the Schedule "C" Unit/Apartment will be entitled to the use of the said Club on payment of the charges as fixed by the Association.

18. TAXES AND FEES

- 18.1 The Purchaser shall pay the Statutory Payments, Khata transfer fees or any other charges that are necessary for securing separate assessment for the Schedule "C" Unit/Apartment. It is clarified that the Purchaser shall pay all municipal and property taxes payable or arising in respect of the corresponding Carpet Area of the Schedule "C" Unit/Apartment.
- 18.2 If any Statutory Payments becoming payable in respect of the Schedule "B" Property and or the Schedule "C" Property or the Project by the First Party for the period after grant of occupation certificate, or if the rates of such Statutory Payments increase from the currently applicable rates after the handing over of the possession to the Purchaser of the Schedule "C" Unit/Apartment, a proportionate amount of such Statutory Payments or the increase thereof shall be borne by the Purchaser and paid by the Purchaser within 30 (thirty) days of a demand for the same being made by the Developer. The Purchaser shall also reimburse to the First Party any amounts paid by it on this account. However, all such payments required to be made by the Purchaser shall be similar to the charges payable by all the other Unit/Apartment Owners.
- 18.3 The Purchaser shall be liable to pay such maintenance charges from the date the Schedule "C" Unit/Apartment is ready for occupation and is notified, whether the possession is taken or not by the Purchaser.

19. ASSOCIATION OF OWNERS

- 19.1 The Association of Owners shall be formed by the First Party as per the relevant provisions of law. On and from the Sale Date, the Purchaser and the use by the Purchaser of the Schedule "C" Unit/Apartment, and the Project shall be governed *inter alia* by the rules and regulations prescribed by the First Party. Deed of Declaration that would be executed by the First Party and later by the Association of Owners from time to time. The Purchaser shall not at any time question or challenge the validity or the binding nature of such rules and regulations and shall at all times comply with the same. All the present or future owners, tenants, guests and licensees or their employees, or any other Person who is lawfully entitled to use the Schedule "C" Unit/Apartment, in any manner whatsoever, shall be subject to such rules and regulations. The mere acquisition, rental, or taking on license the Schedule "C" Unit/Apartment or the mere act of occupancy of the Schedule "C" Unit/Apartment, shall signify that the rules are accepted, ratified and will be complied with by the acquirer, tenant or licensee.
- 19.2 The Purchaser has become member of "The Apartment Owners Association" by executing this Deed of Sale and agree to abide by the terms thereof and participate in the administration and other aspects of the '**SOBHA _____**' of the Project constructed on the part of the Schedule "A" Property and accordingly the Purchaser has also executed the Form B under the provision of the Karnataka Apartment Ownership Act, 1972 along with the execution of this Deed of Sale.
- 19.3 Apart from the objectives and functions stated in the Deed of Declaration, the said Owners Association shall also be responsible for maintaining the Common Areas of '**SOBHA _____**', of

the Project and the Common Amenities and Facilities in the 'SOBHA _____' as a composite Project.

20. MAINTENANCE OF THE SCHEDULE "C" UNIT/APARTMENT

- 20.1 The Purchaser shall pay Maintenance deposit of ₹<Maintenance Deposit>/- per apartment as demanded in the Final Payment Request Letter issued on the project declared fit for occupation. The said deposit will be retained by the First Party and the interest at the rate prevailing from time to time of a standard Nationalised Bank will be considered as interest earned on the maintenance deposit and utilised for meeting the common maintenance, repairs and up-keep including indirect expenses and facility maintenance service charges as stated hereunder. The interest on this deposit will commence from the date of the commencement of warranty and maintenance of the Project/Block/Wing. In case the interest accrued is inadequate, the First Party shall call for additional deposit to meet the maintenance expenses of the Building and the Purchaser shall pay the same within 10 (ten) days of such demand. Alternatively, the Purchaser will reimburse additional maintenance charges to the First Party within 10 (ten) days of such demand. In the event of there being any delay in payment of the amount, the Purchaser shall also be liable to pay interest on the outstanding dues. In case, these payments are not paid to the First Party, the First Party shall have the right to adjust such deficit from and out of the Maintenance Deposit to recover the maintenance dues. The maintenance shall mean and include the maintenance of Clubhouse, Swimming Pool and common amenities such as pathways, children play area etc., common areas, common facilities which are part of 'SOBHA _____'. Expenses for maintenance such as;
- 20.1.1 Expenses for maintenance of lifts, pumps sets, generators, solar systems and other machinery, sanitary and electrical connections in the apartment building including the cost of AMC's for these equipment's.
 - 20.1.2 Expenses incurred to carry out any additional work or renewal of license required by the statutory authorities during the maintenance period (E.g. Electrical inspection, KSPCB inspection etc).
 - 20.1.3 Any Common expenses related to Centrax facility through a preferred service provider.
 - 20.1.4 Any expense incurred in rectifying any item related to statutory bodies (like BESCOM cable, BWSSB water pipeline etc).
 - 20.1.5 Electricity consumption charges for running all common services and lighting the common areas, basement and all open areas and water consumption charges of building and for facilities in common areas of 'SOBHA _____'.
 - 20.1.6 Cost of replacement of electrical fittings and bulbs in all common areas, corridors, basement, lobbies, drive way and open places.
 - 20.1.7 Expenses for maintenance of the buildings and the land surrounding thereto and colour washing of common areas, maintenance of internal driveways within the premises of 'SOBHA _____'.
 - 20.1.8 Expenses incurred in the maintenance of Landscape, Gardens, Pots and other plants within the premises of 'SOBHA _____'.
 - 20.1.9 Salaries and wages payable to the Property Manager, Security Guards, lifts operators, Plumbers, Electricians, Gardeners, Pumps and Generator Operators and all other staff appointed and also the facility maintenance service charges.
 - 20.2 Such other expenses which are common in nature and not attributable to any unit in particular but relates to the Maintenance of the Project in general. The expenses for the maintenance and usage of all the common amenities such as Common Roads, Common Passages Gymnasium and Common Swimming Pool, STP, OWC, Solar Lighting, Gardens and Parks, WTP's, Fire Fighting System, Rain water Harvesting systems and any other common amenities and facilities etc., in the Project or in the integrated development shall be borne by the Purchaser proportionately with the other owners
 - 20.3 That the Purchaser shall also pay subscription, maintenance and administrative charges of the Clubhouse and its amenities as demanded by the First Party or the Association either on monthly or on annual basis. The Purchaser shall not at any time claim individual ownership on the Clubhouse and swimming pool.

- 20.4 The Purchaser shall, from the date the Schedule “C” Unit/Apartment being ready for occupation, whether possession of the same is taken or not, shall pay proportionate share of all outgoings and maintenance costs and general expenses such as insurance, municipal taxes/expenses, and cesses, electrical and water tax and all other maintenance charges of the Common Areas of the Project as determined by the First Party and no circumstances be liable for the same.
- 20.5 The Purchaser shall also observe and abide by all the Bye-laws, Rules and Regulations prescribed by the Municipality or State/Central Government Authority, in regard to ownership or enjoyment of Schedule “C” Unit/Apartment apart from the rules and regulations of the Association.
- 20.6 The Purchaser shall permit the Association and/or maintenance agency to enter into the Schedule “C” Unit/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.
- 20.7 The First Party or the agency appointed by the First Party will be the exclusive maintenance service provider for the maintenance to be provided to the Common Areas, the Common Amenities and Facilities of the Project until the Association of Owners takes over the maintenance of the Project. The charges for such services and maintenance shall be paid by the Purchaser and other owners of the Unit/Apartment. The Purchaser and other owners of the Unit/Apartment in the Project shall not make arrangements with any outside agency other than as defined in the Association Agreement till the completion of one year from the date of grant of occupation certificate to the Project and all its Blocks.
- 20.8 The First Party will maintain the Common Areas and the Common Amenities and Facilities of the Project for the period of one year as provided in the Act. On completion of the said period, project will be handed over to the residents Association/s along with all relevant documents. The schedule for the refund of corpus will be intimated to the concerned Association/s on completion of the said period.

21. PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 21.1 The Purchaser is fully aware and acknowledges, understands and agrees that the logo, the mark and all Intellectual Property Rights with the First Party is the sole and exclusive property of the First Party and the First Party has all the intellectual property rights thereto and any use of the same without any limitation whatsoever and in any shape or form or in any manner whatsoever by the Purchaser or any other Person, is expressly prohibited and only the First Party is entitled to the same and to use the same in any form, manner, for any products, and to exploit the same.
- 21.2 In the event of violation of the First Party intellectual property rights by the Purchaser in any manner, the First Party, apart from injunctive relief will also be entitled to be compensated fully including all cost, charges and expenses incurred by the First Party in protecting its rights.

22. PAYMENT OF ELECTRICITY & WATER CHARGES

- 22.1 The Purchaser is aware that the responsibility of providing water supply, sewage connection and electricity is that of BWSSB and BESCOM / other government authorities. In case, the water supply from the BWSSB is not available or if available and is inadequate, in that event the Association has to make alternative arrangements for the water through water tankers. Similarly, the First Party shall endeavour to get the required quantum of Power supply as per the specification, however, if BESCOM is unable to supply the required quantity of Power, the First Party shall get the Power supply as sanctioned by the authorities and shall accept such reduced load in Power. Further, if for any other reason BESCOM delays the supply of Power to the Project, the First Party shall provide the Power supply to the Schedule “C” Unit/Apartment and the common areas through generating sets (DG). The Purchaser agrees to pay the charges for such power supplied through the generator sets till the commissioning of the Power supply by BESCOM as per the fuel consumed by the generating sets for the supply of such power. The Purchaser shall also accept reduced load in power, if any due to the above.
- 22.2 The First Party shall make provisions for supply of water through Bore wells dug in the Project, provided there is no restriction from the Government. In case sufficient water is not available from the bore well then the Association shall make arrangements to get the water supply through alternative sources such as water tankers etc., and the Purchaser undertakes to pay for the same.

- 22.3 The Schedule “C” Unit/Apartment will be provided with electricity supply and water supply. The said supply/supplies are from the government agencies, the Purchaser shall pay the consumption charges as per meter reading and further comply with the rules and regulations imposed by the authorities in respect thereto. Irrespective of the fact whether the Schedule “C” Unit/Apartment is occupied by the Purchaser and/or their tenants/permitted persons or not, the Purchaser/Owner/Occupant shall be liable to pay the First Party the minimum charges stipulated by them for supply of the electricity. Any default would result in cutting of supply of electricity to the Schedule “C” Unit/Apartment and will be restored on payment of all the arrears with interest claimed, if any.
- 22.4 The First Party agree to provide DG back-up/stand-by power for the lift, pumps, light in common areas and with limit switch to the Schedule “C” Unit/Apartment. They may at their discretion provide electricity to the Schedule “C” Unit/Apartment building from the said captive power source. The Purchaser shall pay the consumption charges as per the meter reading.
- 22.5 The First Party is not responsible for the quality of power supply from BESCO and the quality of water supply as aforesaid.

23. DEFECT LIABILITY PERIOD

- 23.1 In the event of any Structural defects, being informed by the Purchaser in writing within the period of **5 (five) years** from the date of the Occupancy Certificate having been issued. The First Party will attend to the same within 30 (thirty) days of such notice or such other time period as may be reasonably required to rectify the defect at its cost.
- 23.2 If within a period of **5 (five) years** from the date of handing over the Unit to the Purchaser, the Purchaser brings to the notice of the First Party any Structural Defect/s in the Unit or the building in which the Unit is located. But shall not mean and include defect/s caused by normal wear and tear and/or by the negligent use of the Unit/s by the respective Purchaser/Occupants, vagaries of nature, superficial cracks, etc. If there is a dispute regarding any defect in the building or material used the matter shall, within a period of 5 (five) years from the date of handing over possession, on payment of such fee as may be determined by the Regulatory Authority, be referred for decision to Adjudicating Officer appointed under section 71(1) of the Real Estate (Regulation and Development) Act 2016.

Provided however notwithstanding anything stated herein, it is agreed between the parties that:

- a) The Purchaser of the units in the building/wing/phase shall not carry out any alterations of whatsoever nature in the said Unit /wing/building/phase and in specific the structure of the said Unit/ unit/ wing/building/ phase of the said Project/ Scheme which shall include but not be limited to columns, beams etc. or in the fittings therein, particularly if it is hereby agreed that the Purchaser shall not make any alteration in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of water. If any of such works are carried out the defect liability on the part of the First Party shall automatically become void and stand extinguished.
- b) That it shall be incumbent upon the Purchaser to maintain his/ her/ their Unit in a diligent manner and take all due care necessary for the same including but not limited to the regularly ensuring taking care of the Unit to prevent water seepage, etc.
- c) Where the manufacture warranty as shown by the First Party to the Purchaser expires, the same have to be renewed from time to time under AMC for such Facilities & Amenities at all time during defect liability period and should the annual maintenance contracts not be renewed by the Purchaser and/or Association of Purchaser the First Party shall not be responsible for any repairs/defects occurring due to the same.
- d) In case of use inappropriate cleaning materials or any other material, the First Party will not be responsible for any deterioration of the materials in the Unit/Common Areas.
- e) Normal wear and tear of materials due to weather effect or usage or non-occupation of the unit for long durations, the First Party will not be responsible;

In carrying out the repairs of any Structural Defects:

- a) The First Party reserves the right to replace unavailable materials with suitable alternatives without any compromise on the quality of the material, quality of workmanship and the aesthetics of the unit.
- b) The First Party state that many of the materials procured from factories/First Party are subject to variations in tone, grain, texture, color and other aesthetics features which are beyond the control of the First Party, they may not be the same as shown in the model unit/samples. This is mostly due to items being manufactured in different lots. Every effort will be made to minimize the variations to the specifications, Purchaser are informed to expect variations within natural/ permissible limits.
- c) The First Party will ensure that the workmanship of all the works shall be generally in accordance with the general and detailed specifications as mentioned in the Agreements and as per the sanction plans.
- d) That the Project/Scheme as a whole has been conceived, designed and constructed based on the commitment and warranties given by the First Party/manufacturers, wherever applicable, that all equipment's, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and proper working condition to continue warranty in both the Units and the common Amenities & Facilities of the Project wherever applicable.
- e) That the Purchaser has/have been made aware and that the Purchaser expressly agree/s that the regular wear and tear of the unit/wing/building/phase includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20 degrees Celsius and which do not amount to structural defects and hence cannot be attributed to either faulty workmanship or structural defect.

24. KHATA TRANSFER

The Purchaser/s are entitled to secure khata of Schedule "B" and "C" Property/ies at his/her/their cost and expenses from the Statutory Authority and the First Party shall sign all the necessary consent letters to secure the khata.

25. TERMINATION BY PURCHASER

- 25.1 In the event of (i) there being any delay in securing the Occupancy Certificate by the First Party, beyond the Completion Period, for reasons other than Force Majeure or (ii) due to discontinuance of the business of the First Party on account of suspension or revocation of registration of the Project in terms of the Act, the Purchaser will have the discretion to:
 - 25.1.1 Continue with the Agreement, in which event the First Party shall become liable to pay to the Purchaser the Interest on the amounts paid under the Payment Plan till such period the default is cured by the First Party; or
 - 25.1.2 Terminate this Agreement and on such termination the First Party shall refund within 45 (forty-five) days, all the amounts received till the date of the termination with Interest thereon against the Purchaser handing over the original of this Agreement duly cancelled. On such termination notice being issued by the Purchaser, the First Party will be entitled to deal with the Schedule "C" Property without any reference to the Purchaser.
- 25.2 The First Party will be entitled to extension of time for completion of the Project, if the development is delayed by any Force Majeure event and notified.
- 25.3 If the Purchaser desires to terminate this Agreement for no cause, the Purchaser shall notify the First Party of its intent to terminate in writing with acknowledgement and this Agreement shall stand terminated without any requirement of any further documentation. The letter of termination shall serve as the termination document for this clause and the Purchaser shall hand over the originals of this Agreement to process the payment under this clause. On such notification by the Purchaser, the First Party shall be entitled to forfeit the Booking Amount payable/paid for the Schedule "C" Property and any Interest due and the remaining balance amount of money paid by the Purchaser, if any, shall be refunded by the First Party to the Purchaser within 45 (forty-five) days of sale of the Schedule "C" Property to any third Person.

26. NOTICES

Any notice and other communications provided for in this Agreement shall be in writing and shall be first transmitted by electronic transmission and then confirmed by internationally recognised courier service, in the manner as elected by the Party giving such notice to the following addresses:

- a) In the case of notices and other communications to the First Party:

Address : “SOBHA” Sarjapur-Marthahalli Outer Ring Road (ORR),
Devarabeesanahalli, Bellandur Post, Bengaluru – 560103
Attention : CRM Team, Sobha Limited
Telephone : +91-80-49320000
Email : crm.@sobha.com

- b) In the case of notices and other communications to **the Purchasers**:

Address : <Address1>
Attention : <Name1>
Telephone : <Phone1>
Email : <Email>

- c) All notices shall be deemed to have been validly given on **(i)** the business date immediately after the date of transmission with confirmed answer back, if transmitted by electronic transmission, or **(ii)** the business date of receipt, if transmitted by courier or registered mail.
- d) Any Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement by giving to the other Party not less than 15 (fifteen) days prior written notice.

27. MISCELLANEOUS

- a) **Reservation of rights**

No forbearance, indulgence or relaxation or inaction by the Parties at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of the Parties to require performance of that provision. Any waiver or acquiescence by the Parties of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence of any right under or arising out of this Agreement or of the subsequent breach, or acquiescence to or recognition of rights other than as expressly stipulated in this Agreement.

- b) **Severability**

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

- c) **Amendment**

No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereto or any rights arising here from shall be valid or binding unless made in writing and duly executed by both Parties.

- d) **Counterparts**

This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. The Parties will be signing such counterpart.

- e) **Indulgence**

The Parties hereto agree that in the event of there being any delay in or indulgence shown by either of the parties with regard to the enforcement of any of the terms of this agreement the same shall not be construed as a waiver of rights on the part of the party showing such indulgence or forbearance and the parties shall be entitled to enforce such right without prejudice to such indulgence or forbearance shown.

f) **Complete agreement**

The parties acknowledge that this agreement is the complete agreement between the parties.

g) **Entirety**

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 Schedule "C" Property.

h) **Stamp Duty, Registration Charges etc.**

- i. The stamp duty payable on this Agreement, shall be borne by the Purchaser exclusively. The First Party shall have no liability in respect thereto.
- ii. The stamp duty and registration fee or any demands for deficit prevailing on the Sale Date, legal expenses for the documentation of this Agreement and the Sale Deed and all other miscellaneous and incidental expenses for execution and registration of Sale Deed, shall be borne by the Purchaser exclusively. The First Party shall have no liability in respect thereto. However, in case the Purchaser fails to deposit the stamp duty, registration charges and all other agreed charges the Purchaser authorizes the First Party 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 First Party is made by the Purchaser. The Purchaser shall be solely responsible and liable for compliance of the provisions of Karnataka Stamp Act, 1957 including any actions taken or deficiencies/penalties imposed by the Authority.

i) **Dispute Resolution**

All or any dispute 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 Act. Any other aspect not covered by the Act pertaining to this Agreement, to be adjudicated by the competent court of law under the relevant provision of the Applicable Law.

j) **Governing law and Jurisdiction**

The provisions of this Agreement shall, in all respects, be governed by, and construed in accordance with the laws of India. The Parties agree that the courts in Bangalore shall have jurisdiction. The Regulatory Authority or the Appellate authority under the Rules framed by the Government of Karnataka would have jurisdiction for the matters arising under this Agreement and falling under the Act.

k) **Custody**

This Agreement is prepared in two sets. One set shall be with the First Party and the other set shall be with the Purchaser.

SCHEDULE "A" PROPERTY

(Description of the entire property on which SOBHA _____ is being developed)

All that piece and parcel of the residentially converted conjoint land bearing Sy. No. 50, measuring 5 Acres 10 Guntas, Sy.no.51, measuring 8 Acres 30 Guntas and Sy.no.54, measuring 3 Acres 21 Guntas, in all

measuring 17 Acres 21 Guntas or 70921.22 smt or 763389 sft, having BBMP Khata No.4/50,51,&54,, situated at Bellahalli Village, Yelahanka Hobli, Bengaluru, and bounded as follows:

EAST	: Land in Sy. No. 45 and 39 of Bellahalli Village;
WEST	: Land in Sy. No. 55 of Bellahalli Village;
NORTH	: Government Road and land in Sy. No. 52, 53 and 55 of Bellahalli Village; and
SOUTH	: Land in Sy. No. 49 and Sy. No. 48 of Bellahalli Village.

An extent of 7093.19 sqm and 1754.08 sqm are relinquished for park & open spaces and road winding respectively in the composite development in the Schedule “A” Property. The UDS on the land is calculated after deducting these areas.

SCHEDULE “B” PROPERTY

(Description of Undivided Share agreed to be sold)

An undivided <UDS Percentage>% share, right, title and interest in the Schedule “A” Property i.e., equivalent to <UDS in Sqft> sft (<UDS in Sqm> sqm).

SCHEDULE “C” PROPERTY

(Description of the Unit/Apartment to be constructed under the Scheme by the First Party for the Purchaser)

A <No of Bedrooms> Bedroom Apartment unit bearing No.<Unit No> on the <Floor> Floor of <Block> of the ‘SOBHA _____’ having a Carpet Area of <Carpet Area> sft, Balcony Area of <Balcony Area in Sqft> sft, Common Areas of <Common Area> sft, and the total Super Built-up Area of <Super Builtup Area> sft along with <No of Carports> No. of car park/ing space/s in the basement with proportionate share in the Common Area and Common Area of ‘SOBHA _____’ and the composite development with the non-exclusive right to use the Common Amenities and Facilities of ‘SOBHA _____’ and the composite development.

The Schedule “C” Unit/Apartment is shown in plan **Annexure I-A** hereto.

SCHEDULE “D”

RIGHTS OF THE PURCHASER

- 1) The Purchaser shall be entitled to the use and occupation of Schedule “C” Unit/ Apartment , subject to the terms and conditions contained in this Agreement and Association Agreements;
- 2) The Purchaser and all persons authorized by the Purchaser (in common with all other persons entitled, permitted or authorized to a similar right) shall have the right at all times and for all purposes, to use the Common Areas;
- 3) The right to subjacent, lateral, vertical and horizontal support for the Schedule “C” Unit/Apartment from the other parts of the Block;
- 4) The right to free and uninterrupted passage of water, gas, electricity, sewerage etc., from and to the Schedule “C” Unit/Apartment through the pipes, wires, sewer lines, drain and water courses, cables which are or may at any time hereafter be, in, under or passing through the Block and the Schedule “A” Property or any part thereof;
- 5) The right to lay cables or wires for radio, television, telephone and such other installations through designated conduits, ducts and shafts, in any part of the Block, however, recognizing and reciprocating such rights of the other owners;
- 6) The right of entry and passage for the Purchaser and agents or workmen of the Purchaser to other parts of the Block at all reasonable times after notice to enter into and upon other parts of the Blocks for the purpose of repairs or maintenance of the Schedule “C” Unit/Apartment or for repairing, cleaning, maintaining or renewing the water tanks, sewer, drains and water courses, cables, pipes and wires causing as little disturbance as possible to the other owners and making good any damage caused;

SCHEDULE “E”
OBLIGATIONS OF THE PURCHASER

- 1) The Purchaser shall give to the other Unit/Apartment in the Block the necessary vertical, horizontal and lateral support and reciprocate and recognize the rights of the other owners in the Block;
- 2) The Purchaser shall comply with all the rules and regulations pertaining to electrical installations, fire safety equipment and services, pollution control and general safety equipment and services as may be provided in the Project in which the Schedule “C” Unit/Apartment is located and also in the Common Areas.
- 3) The Purchaser shall not at any time, carry on or suffer to be carried on in the Schedule “C” Unit/Apartment or any part thereof in the Project, any noisy, offensive or dangerous trade or pursuit which may be or become in any way a nuisance, annoyance or danger to the other owners of the other Unit/Apartment or which may tend to depreciate the value of the Project or any thereof;
- 4) Except for leasing or rental permitted under this Schedule “E”, the Purchaser shall use the Schedule “C” Unit/Apartment only for private residential purposes and shall not be put to use for any kind of commercial or semi commercial use or serviced apartment;
- 5) The Purchaser understands and agrees that any time after the sale of the Schedule “C” Property and the handover of the Schedule “C” Unit/Apartment, if the Purchaser leases or sells it to any third party, the Purchaser has to intimate the same in advance with the details of the transferee / buyer / lessee and ensure that the entire sum of money, if any due to the Association, is cleared before the said lease or transfer. Further, it shall be the obligation of the Purchaser to bind the transferee to the obligations of the Purchaser under this Agreement and the Sale Deed in relation to the rest of the owners and the Association of Owners. Such new purchaser shall join the Owners Association.
- 6) The Purchaser will use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in the Block in common with the other Unit/Apartment 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 Unit/Apartment;
- 7) The Purchaser shall duly and punctually pay the proportionate share of insurance charges, cost of maintenance and management, all outgoings and annual maintenance charges and general expenses of Common Amenities and Facilities and the Common Areas. The liability for such share shall commence from the Sale Date.
- 8) That the Purchaser shall also become liable to pay proportionate share of municipal taxes, rates and cesses, electrical, domestic and non-domestic water charges, insurance charges, cost of maintenance, management of Common Amenities and Facilities and the Common Areas and all other charges for the Common Areas, from the date of intimation of the Schedule “C” Unit/Apartment being ready for possession
- 9) The Purchaser shall not put up any hoarding, name plates, signboards, graffiti etc., in place other than that demarcated and allotted by the First Party;
- 10) The Purchaser shall carry out their interior works in the Schedule “C” Unit/Apartment only during 9 am to 1 pm and thereafter 4 pm to 6 pm on all working days and there will be no work allowed during any public holidays and Sundays.
- 11) The Purchaser agrees to pay all Statutory Payments pertaining to the Schedule “C” Unit/Apartment from the date on which the Schedule “C” Unit/Apartment is ready for possession and upon intimation of the same by the First Party, whether possession is taken or not
- 12) Any new Statutory Payments by Central and State Government, which are not levied at the moment but after the Schedule “C” Unit/Apartment is handed over shall be borne and paid by Purchaser.
- 13) That if any development and/or betterment charges or other levies are charged, levied or sought to be recovered by the BBMP or any other Authority in respect of the Schedule “C” Property, the same shall be borne and paid by the Purchaser.

- 14) The Purchaser covenants that the Purchaser shall comply with all the rules and regulations pertaining to Common Amenities and Facilities.
- 15) The Purchaser shall ensure that the Association is at all times compliant with the Association Agreements. That the Purchaser with the other owners of the Unit/Apartment, through the Owners Association, shall at all times keep the annual maintenance contracts with regards to all the Common Amenities and Facilities and the Common Areas valid, and shall pay the amounts of annual maintenance contract and Association Agreements as and when demanded by the maintenance agency appointed. The Purchaser is fully aware that non-payments towards the annual maintenance contracts will adversely affect all the equipment installed by the First Party in the Project and non-payment of maintenance charges shall also affect such maintenance of the general and safety equipment installed and shall ensure periodical renewal of the same and that same is kept in current and also maintain necessary certificates, licenses, permits, permissions, insurance renewal thereof.
- 16) The Purchaser agrees that the Purchaser shall pay regularly without default the charges as per the Association Agreement. In the event of any default in payment by the Purchaser, the Operators will be entitled to withdraw all or any of the services rendered under the Association Agreement. The Purchaser is liable to pay GST levied by the State or the Central Government on such charges as may be applicable. The Purchaser shall contribute to the sinking fund for any Capital expenditure as provided in the Association Agreements.
- 17) The Purchaser shall plan and distribute the electrical load in conformity with the electrical systems installed by the First Party and thereafter the Association of Owners or maintenance agency appointed by Association of Owners.
- 18) The Purchaser shall ensure that no rubbish/refuse shall be thrown out of the Schedule "C" Unit/Apartment into the common areas and passages;
- 19) The Purchaser will not dry clothes outside on the balconies of the Schedule "C" Unit/Apartment;
- 20) That the Purchaser shall not install any additional tanks in the Unit/Apartment.
- 21) That the Purchaser shall not in any manner obstruct or cause obstruction to any of the entries or exits of the Project and the Project or obstruct any open place meant to be retained as open place or obstruct free movement of vehicles including fire tenders, and such other vehicles required to ensure safety and statutory compliance.
- 22) The Purchaser shall keep the Schedule "C" Unit/Apartment walls, drains, pipes and other fittings in good and habitable condition and in particular so as to support and protect the parts of the Block, and to carry out any internal works or repairs as may be required by the Association;
- 23) The Purchaser shall not make any additions or alterations or cause damage to any portion of the Building or the Schedule "C" Unit/Apartment and nor change the location of the toilets, kitchens or plumbing lines, outside colour scheme, outside elevation/façade/décor of the Block. The Purchaser at no point of time any of the balconies of bedroom, living room / kitchen are enclosed with glass or grill or otherwise. The air-conditioner outdoor units shall be placed only at the areas designated by the First Party.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the date and the year first hereinabove written.

VENDOR

DEVELOPER

PURCHASER/S

WITNESSES:

NAME:

ADDRESS:

NAME:

ADDRESS: